CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
March 23, 2026 | 7:00 PM
Council Chambers | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0460

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL – Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Martinez, Smith, Staudt

APPROVAL OF AGENDA

PUBLIC HEARINGS

PRESENTATIONS

Medstar Annual Report Presentation

Plante Moran Realpoint Public Safety Building Project Update

REPORTS

1. Manager/Staff

2. Attorney

AUDIENCE COMMENT – In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit. This is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council. Speakers wishing to display visual materials through the City's audiovisual system must provide the materials to the City Clerk's Office no later than 12:00 P.M. the day of the meeting. The materials cannot be changed before the meeting.

CONSENT AGENDA REMOVALS AND APPROVALS – All items listed under Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the normal Agenda.

MATTERS FOR COUNCIL ACTION

1. Consideration of a contract for mowing services to Ground Control Property Services, at an estimated annual cost of $148,590.

2. Consideration of a recommendation from the Environmental Sustainability Committee to support a food scrap composting pilot program, in partnership with My Green Michigan, in an amount not to exceed $10,000.

3. Approval of a Resolution of Intent to Create and Provide for the Operation of a Brownfield Redevelopment Authority for the City of Novi.

4. Consideration of final approval for Zoning Map Amendment pertaining to The Grove, a 232-unit multiple-family townhome development.

5. Consideration for tentative approval requested by Avalon Investment Group, LLC, for Camelot Parc Townhomes, a 22-unit for-sale townhome development.

6. Discussion on the future of the Novi Ice Arena based on a referral from the Finance and Administration Committee

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION – Consent Agenda items which have been removed for discussion and/or action.

AUDIENCE COMMENT – In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit. This is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council. Speakers wishing to display visual materials through the City's audiovisual system must provide the materials to the City Clerk's Office no later than 12:00 P.M. the day of the meeting. The materials cannot be changed before the meeting.

COMMITTEE REPORTS

1. Ordinance Review Committee - Mayor Fischer

2. Finance & Administration Committee - Mayor Fischer

3. Environmental Sustainability Committee - Councilmember Smith

4. Public Utilities and Technology Committee - Councilmember Gurumurthy

5. Mobility Committee - Councilmember Staudt

MAYOR AND COUNCIL ISSUES

COMMUNICATIONS

CONSENT AGENDA – Background information for Consent Agenda items is available for review at the City Clerk's Office.

A. Approve Minutes of:
March 9, 2026 - Regular Meeting

B. Approval of Resolution granting the Novi Parks Foundation a one-time exemption from the City's policy regarding alcohol on public property for purposes of its July 24, 2026, "Pour on the Shore" fundraiser at Pavilion Shore Park.

C. Approval to award a service contract to Urban SDK for access to their traffic data software platform, in the amount of $26,500.

D. Approval to award engineering design services to AECOM for the Neighborhood Sidewalk Repair Program, in the amount of $73,934.65.

E. Approval to purchase one 2026 Ford F-350 Truck from Lunghamer Ford through the MiDeal Cooperative purchasing contract, and required upfits and decals for service, to be completed by Truck and Trailer Specialties, Inc., through the Rochester Hills RFP, in the total amount of $87,778.

F. Approval to award engineering design services to OHM Advisors for the design of water main replacement along 12 Mile Road between Beck Road and Novi Road, in the amount of $88,000.

G. Approval of the 2026 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping selected County Roads in Novi; and adoption of resolution authorizing Novi to provide summer maintenance on selected County roads.

H. Approval of Resolution renewing participation in the Southeastern Oakland County Public Works Association Mutual Aid Agreement.

I. Adoption of a resolution amending a contract with the Michigan Department of Transportation (MDOT) for the construction of the ITC Trail to Bosco Fields Park Pathway.

J. Adoption of a Resolution requesting the Michigan Department of Transportation (MDOT) includes the existing bridge on Nine Mile Road at Center Street over Thornton Creek in the State Local Bridge Program List for Replacement.

K. Approval of Resolution to enter into Oakland County P25 Simulcast System Interlocal Agreement

L. Approval of claims and warrants – Warrant 1199

ADJOURNMENT

SCHEDULED MEETINGS – All Regular Council meetings are held in the Council Chambers unless otherwise noted. For a complete listing of scheduled meetings, please visit the Event Calendar at cityofnovi.org.

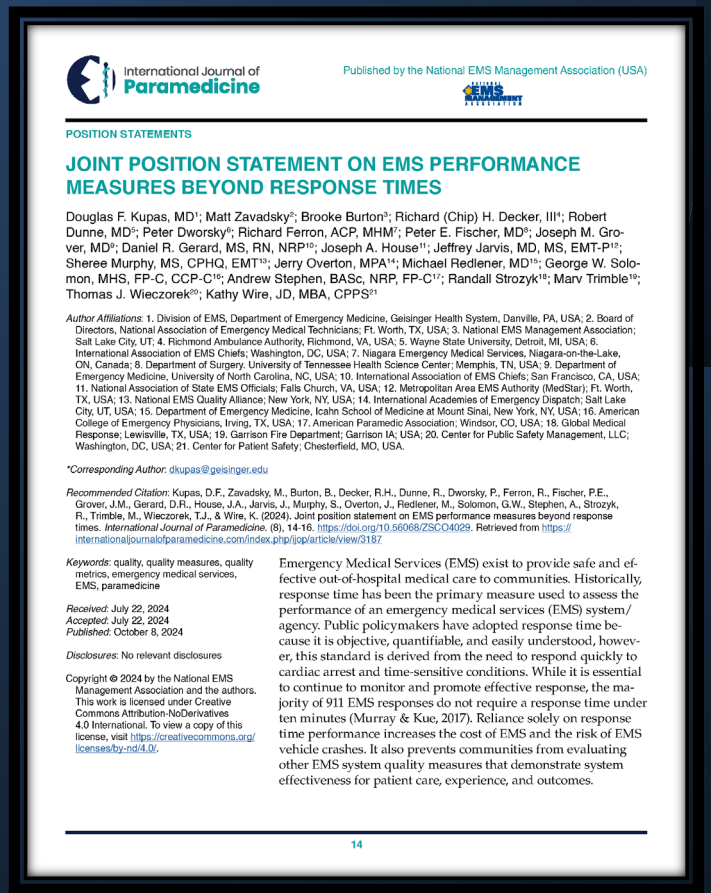
NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk (248) 347-0456 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

2025 Careholder Report

Raw Data

911 Responses: 93,085	Transports: 66,090	Cancelation Rate: 29%
Emergency transport rate: 4.2%	Average Response Time: 5.75	Mutual Aid Request Rate: 2.02%

EMS System Design and Safety Leadership



International Journal of Paramedicine

Published by the National EMS Management Association (USA)

POSITION STATEMENTS

JOINT POSITION STATEMENT ON EMS PERFORMANCE MEASURES BEYOND RESPONSE TIMES

Douglas F. Kupas, MD[1]; Matt Zavadsky[2]; Brooke Burton[3]; Richard (Chip) H. Decker, III[4]; Robert Dunne, MD[5]; Peter Dworsky[6]; Richard Ferron, ACP, MHM[7]; Peter E. Fischer, MD[8]; Joseph M. Grover, MD[9]; Daniel R. Gerard, MS, RN, NRP[10]; Joseph A. House[11]; Jeffrey Jarvis, MD, MS, EMT-P[12]; Sheree Murphy, MS, CPHQ, EMT[13]; Jerry Overton, MPA[14]; Michael Redlener, MD[15]; George W. Solomon, MHS, FP-C, CCP-C[16]; Andrew Stephen, BASc, NRP, FP-C[17]; Randall Strozyk[18]; Marv Trimble[19]; Thomas J. Wieczorek[20]; Kathy Wire, JD, MBA, CPPS[21]

Author Affiliations: 1. Division of EMS, Department of Emergency Medicine, Geisinger Health System, Danville, PA, USA; 2. Board of Directors, National Association of Emergency Medical Technicians; Ft. Worth, TX, USA; 3. National EMS Management Association; Salt Lake City, UT; 4. Richmond Ambulance Authority, Richmond, VA, USA; 5. Wayne State University, Detroit, MI, USA; 6. International Association of EMS Chiefs; Washington, DC, USA; 7. Niagara Emergency Medical Services, Niagara-on-the-Lake, ON, Canada; 8. Department of Surgery. University of Tennessee Health Science Center; Memphis, TN, USA; 9. Department of Emergency Medicine, University of North Carolina, NC, USA; 10. International Association of EMS Chiefs; San Francisco, CA, USA; 11. National Association of State EMS Officials; Falls Church, VA, USA; 12. Metropolitan Area EMS Authority (MedStar); Ft. Worth, TX, USA; 13. National EMS Quality Alliance; New York, NY, USA; 14. International Academies of Emergency Dispatch; Salt Lake City, UT, USA; 15. Department of Emergency Medicine, Icahn School of Medicine at Mount Sinai, New York, NY, USA; 16. American College of Emergency Physicians, Irving, TX, USA; 17. American Paramedic Association; Windsor, CO, USA; 18. Global Medical Response; Lewisville, TX, USA; 19. Garrison Fire Department; Garrison IA; USA; 20. Center for Public Safety Management, LLC; Washington, DC, USA; 21. Center for Patient Safety; Chesterfield, MO, USA.

**Corresponding Author*: dkupas@geisinger.edu

Recommended Citation: Kupas, D.F., Zavadsky, M., Burton, B., Decker, R.H., Dunne, R., Dworsky, P., Ferron, R., Fischer, P.E., Grover, J.M., Gerard, D.R., House, J.A., Jarvis, J., Murphy, S., Overton, J., Redlener, M., Solomon, G.W., Stephen, A., Strozyk, R., Trimble, M., Wieczorek, T.J., & Wire, K. (2024). Joint position statement on EMS performance measures beyond response times. *International Journal of Paramedicine*, (8), 14-16. https://doi.org/10.56068/ZSCO4029. Retrieved from https://internationaljournalofparamedicine.com/index.php/ijop/article/view/3187

Keywords: quality, quality measures, quality metrics, emergency medical services, EMS, paramedicine

Received: July 22, 2024
Accepted: July 22, 2024
Published: October 8, 2024

Disclosures: No relevant disclosures

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Emergency Medical Services (EMS) exist to provide safe and effective out-of-hospital medical care to communities. Historically, response time has been the primary measure used to assess the performance of an emergency medical services (EMS) system/agency. Public policymakers have adopted response time because it is objective, quantifiable, and easily understood, however, this standard is derived from the need to respond quickly to cardiac arrest and time-sensitive conditions. While it is essential to continue to monitor and promote effective response, the majority of 911 EMS responses do not require a response time under ten minutes (Murray & Kue, 2017). Reliance solely on response time performance increases the cost of EMS and the risk of EMS vehicle crashes. It also prevents communities from evaluating other EMS system quality measures that demonstrate system effectiveness for patient care, experience, and outcomes.

- Medstar continues to lead conversations about modern EMS system design.
  - In March, we hosted the EMS Safety and System Design Summit, bringing together 116 elected officials, EMS leaders, hospital partners, and physicians from across the state to meet and learn from national EMS system physicians and system design leaders.
  - Together, we focused on safer response models, sustainability, and using data to guide decisions to reduce risk and improve patient outcomes.
  - Worked with MCAs and communities to shift focus from response time to clinical outcomes, patient experience, and response & transport safety.

Response Safety

Patient, responder and public safety remain a key performance objective.

In 2025, Medstar became the first EMS agency in Michigan to implement HAAS Alert on all ambulances.

Vehicle incidents and accidents decreased 21% from previous year.

MI - Med-Star Ambulance
Safety Cloud® Report

Alert Totals

Drivers Alerted	R2R Alerts sent
14,698	9
YTD 147,869	YTD 87





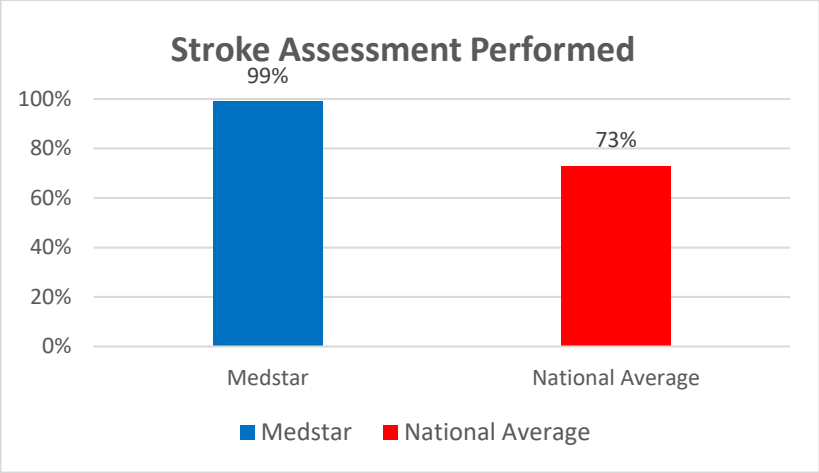
Workforce Development

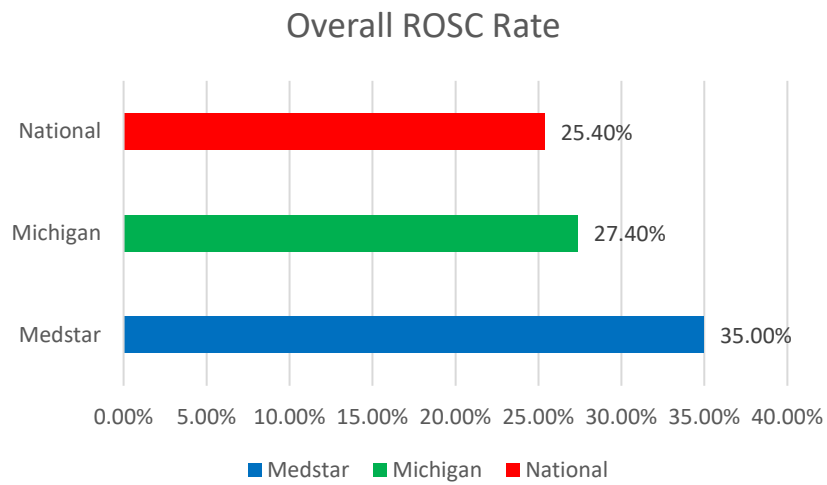
- During 2025, Medstar graduated 23 new paramedics and 54 new EMTs through our education programs in Clinton Township and Detroit.
- We are proud to be the one of the only EMS agencies in Michigan with nationally accredited paramedic education.

Clinical Performance

We expanded our stroke alert system, consistently exceeding national averages for early identification and notification.

We also enhanced cardiac arrest quality assurance processes, contributing to survival rates above national benchmarks.





Whole Blood Program

December 2025 brought a major clinical milestone, as we implemented a prehospital whole blood program after 2+ years of research and development.

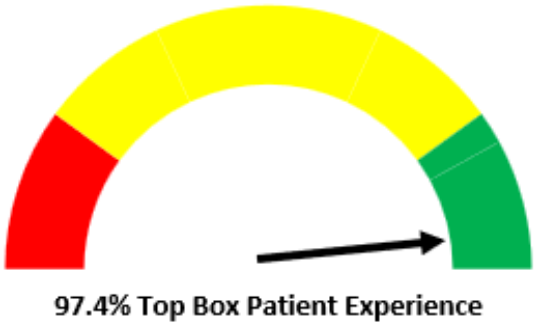
We are the first EMS agency in Southeast Michigan and among fewer than 2 percent of EMS agencies nationwide with this capability.



In December, we hosted a national Whole Blood Summit to share lessons learned and advance best practices. 138 physicians, EMS agency and hospital leaders came together to discuss improving trauma patient outcomes.

Patient Experience

EMS SURVEY TEAM

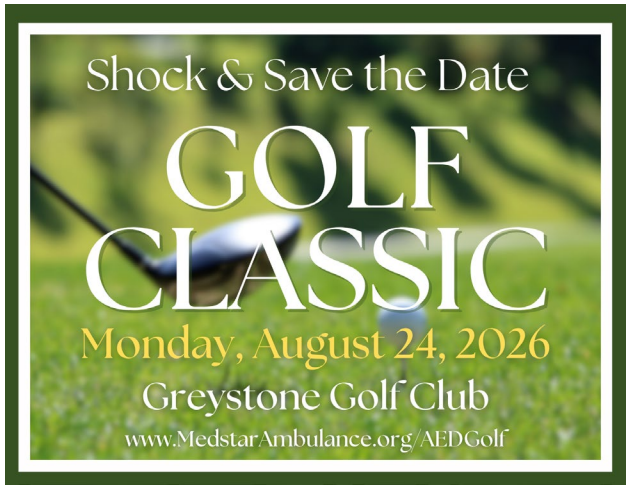


- ✓ Medstar uses an external, 24 question, nationally benchmarked patient experience survey sent to every emergency patient we serve.
- ✓ We are proud of a 97.4 % top box* satisfaction score (95.5% very good) reflecting the compassion, clinical care, and professionalism of our clinical and support team members.
- ✓ Medstar outperformed Michigan benchmarked EMS agencies on every survey question.
- ✓ Feedback is shared with staff and used to improve training, dispatch, billing engagement, and clinical processes.

Shock and Save Initiative



During the year, we donated 24 automated external defibrillators and trained approximately 480 community members in CPR.

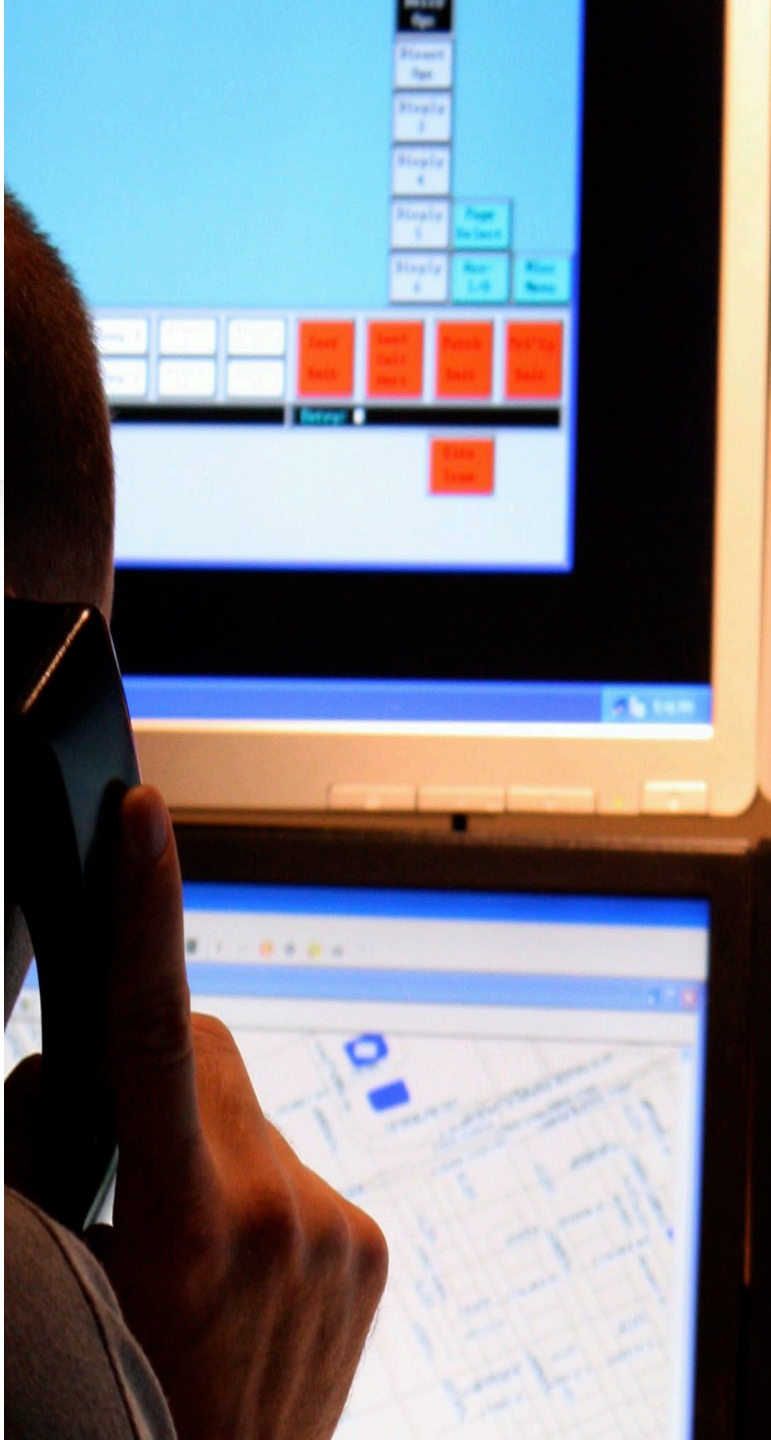


These efforts strengthen early intervention and improve survival when emergencies occur.

System Modernization

$1.6M in new computer-aided dispatch and patient care reporting systems.

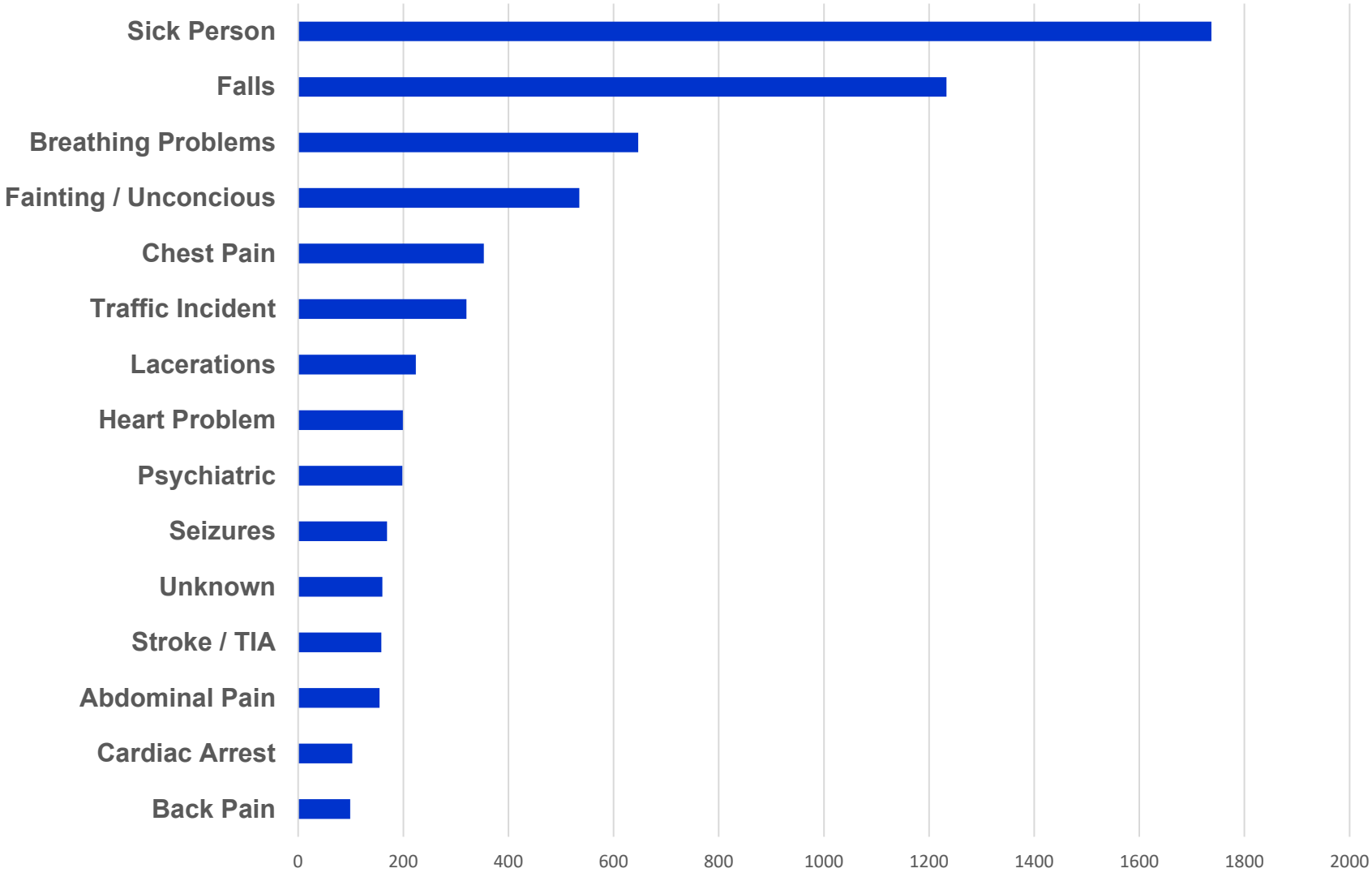
These upgrades improve call triage, unit deployment, and automated reporting for our community partners.



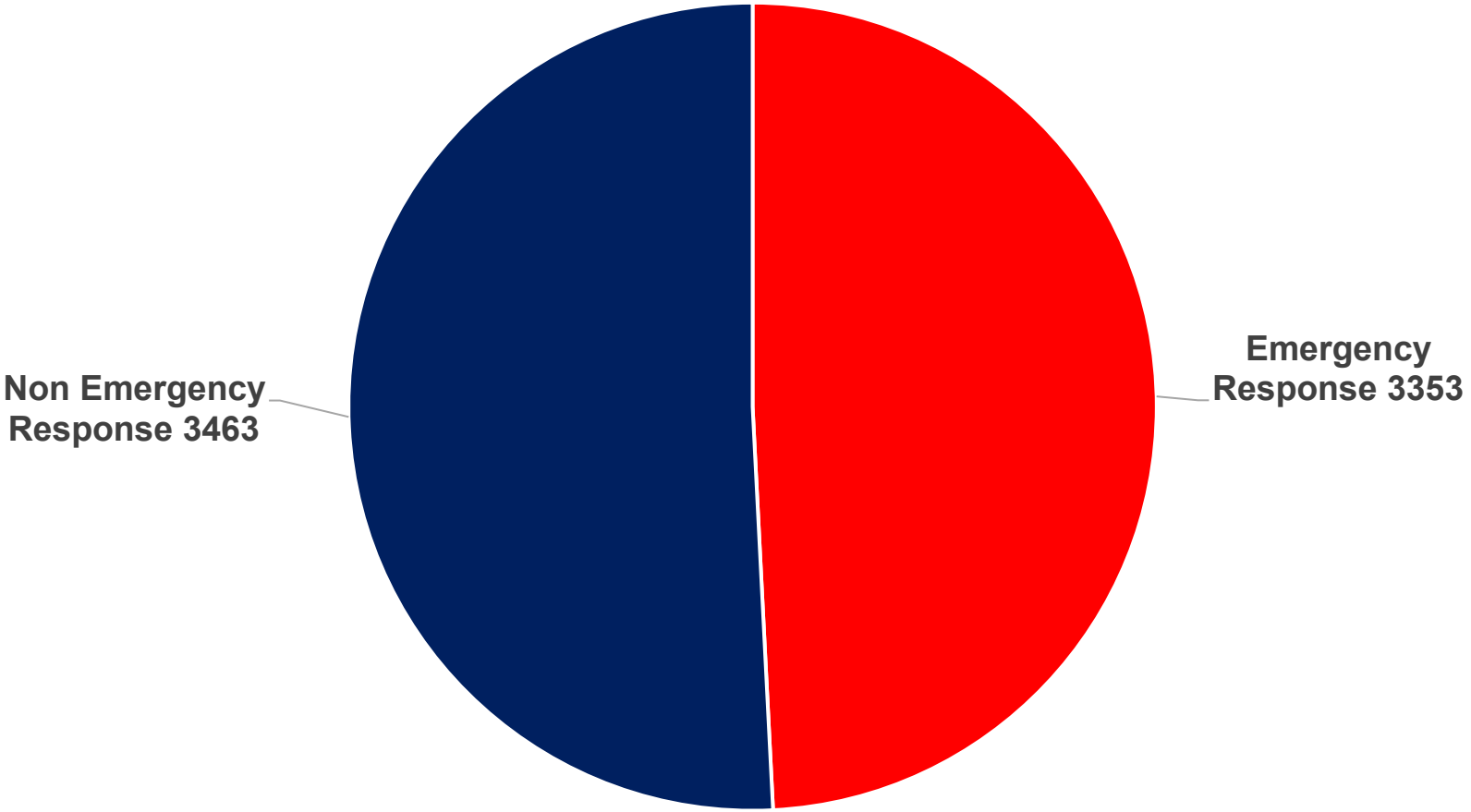
Community Quality Report 2025



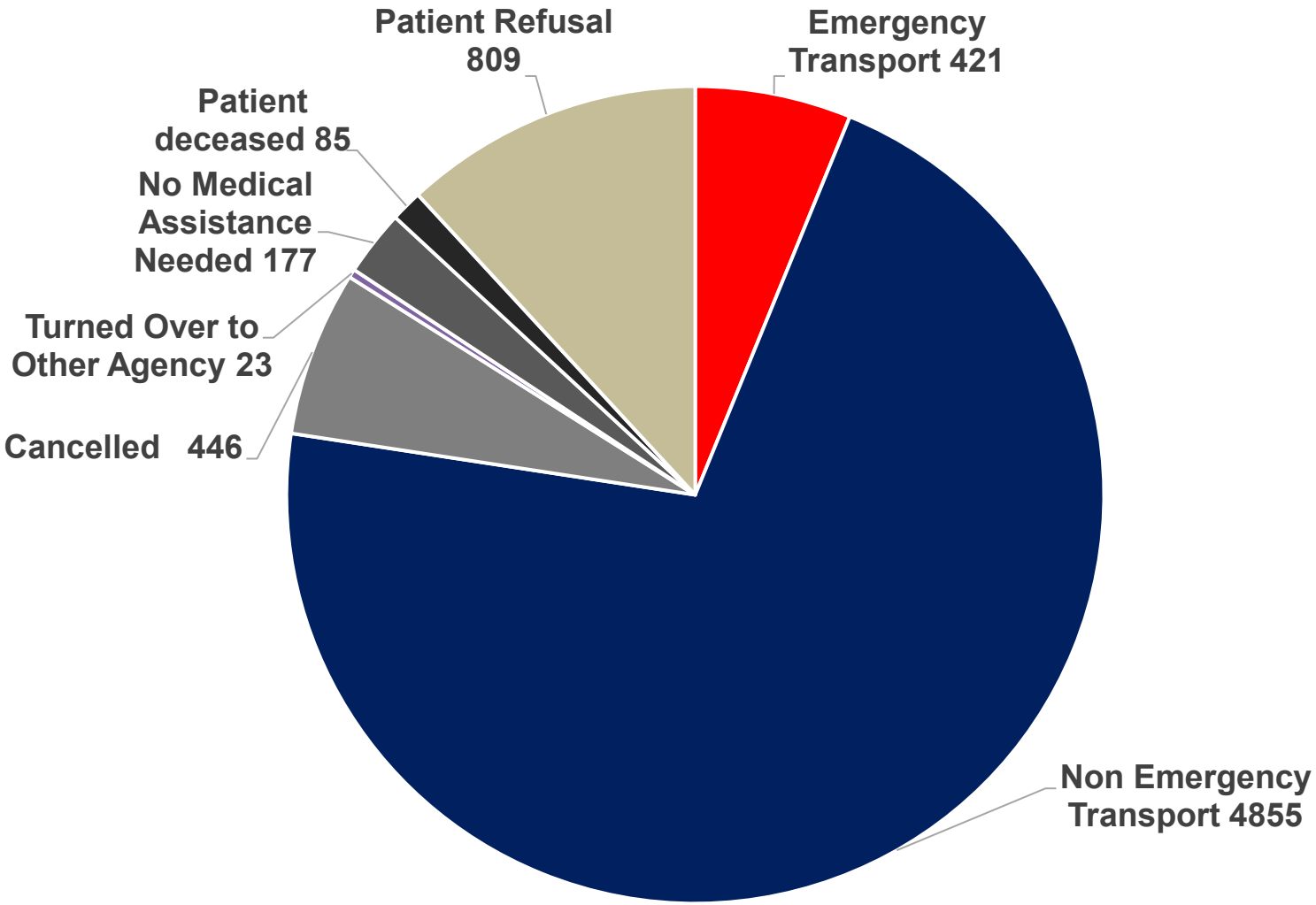
Request Reasons



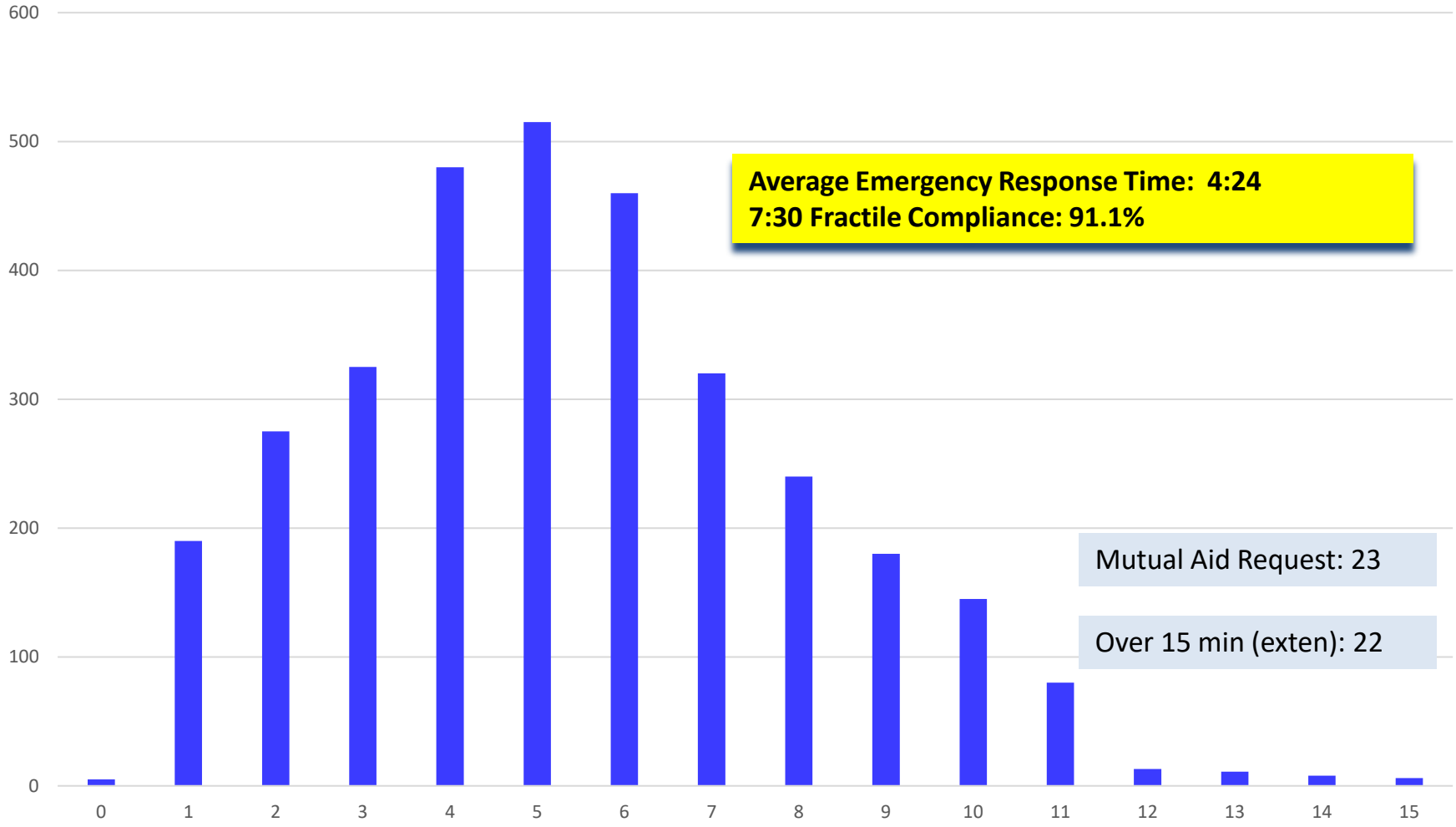
Response Mode



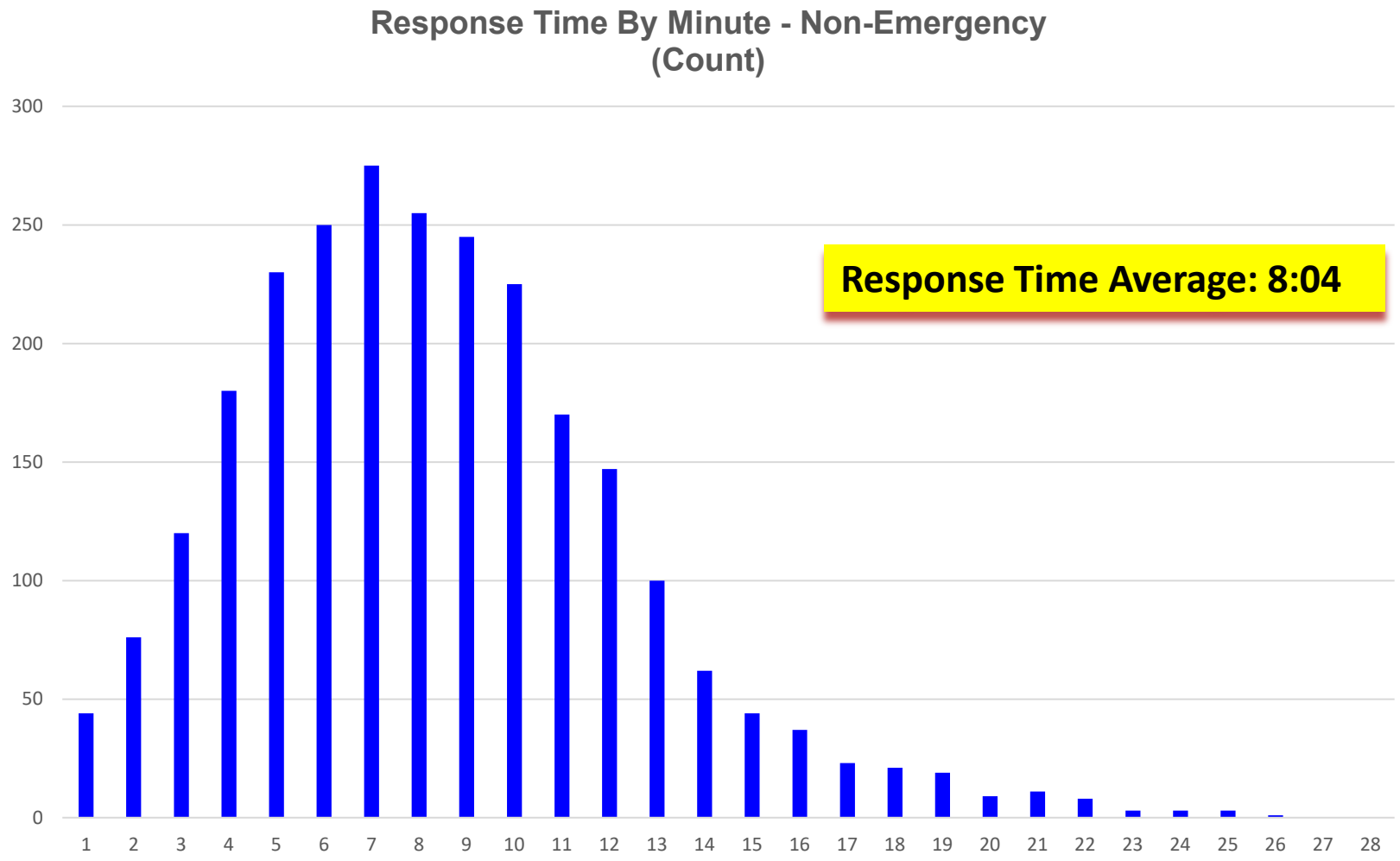
Response Outcome



Emergency Response Time Performance (Count of Minute)



Non-Emergency Response Time Performance (Count of Minute)



Patient Experience Survey



Medstar

Clinton Twp., MI
Client 3835

medstar AMBULANCE

EMS SURVEY TEAM

1515 Center Street
Lansing, MI 48096
(517) 318-3800
support@EMSSurveyTeam.com
www.EMSSurveyTeam.com

Patient Experience Report

January 01, 2025 to December 31, 2025

Your Score
97.42

Your Patients in this Report
2679

Number of National Database Patients in this Report
58133

Total EMS Organizations
255

Page 1 of 15

EMS SURVEY TEAM

Patient experience survey completed by EMS Survey Team, Inc.

Mailed to all* patients served

96.84% Top Box Satisfaction for Novi Patients

- **Top box satisfaction is summary of all positive response categories.**

medstar

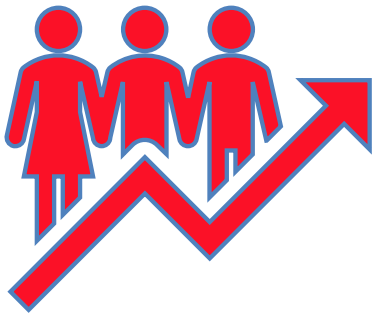
Patient Experience Issues

Complaints received during 2025

1. **Destination dispute (closer hospital required by protocol.) Positive patient outcome.**
2. **Crew interaction with patient (discipline)**



Looking Ahead



- In 2026, our priorities continue:
  - Enhance patient outcomes
  - Deliver a consistent, positive patient experience
  - Expand patient, responder, and public safety activities
  - Expand workforce development initiatives
  - Implement community-based programs that support early intervention, reduce emergency needs
  - Enhance communication with community and healthcare leaders

Knock and Check Program

LAUNCHING IN THE FIRST QUARTER OF 2026, THE KNOCK AND CHECK PROGRAM PROVIDES PROACTIVE, NON-EMERGENCY WELLNESS CHECKS FOR INDIVIDUALS AT HIGH RISK OR FREQUENT 911 SYSTEM UTILIZATION.

THE PROGRAM HELPS IDENTIFY CONCERNS EARLY, OFFERS REASSURANCE TO FAMILIES, CONNECTS PATIENTS WITH CARE, AND REDUCES AVOIDABLE EMERGENCY RESPONSES WHILE IMPROVING PATIENT SAFETY.









- Builds on CPR / AED initiative
- Provides free training for any gathering space: schools, churches, civic and community centers, etc.
- Training for AED, CPR, overdose, and major bleeding.
  - Train the trainer available for interested organizations.



Advancing EMS Conversations

Medstar will expand regular communication channels with elected officials, community leaders, and healthcare partners.

- Share data-driven insights on system design, clinical care, safety, and outcomes.
- Share EMS system enhancements from around the country
- Publish clinical data comparisons between benchmarks and national datasets
- Share examples of local initiative successes
- Goal is to continue to move EMS systems toward measurable effectiveness and patient-centered performance.

Questions



plante moran
REALPOINT

MARCH 23, 2026

Public Safety Program Update

Presented to Novi City Council

Team Introduction



Brian Weber

SENIOR VICE PRESIDENT

Plante Moran Realpoint



Todd Fenton

VICE PRESIDENT

Plante Moran Realpoint

Presentation Overview

1) Site Due Diligence Activities
2) Procurement Activities to Date
3) Governance Activities
4) Current Budget
5) Design Activities to Date
6) Look Ahead Schedule
7) Questions

Site Due Diligence Activities

September 2025 – Spring 2026

Site Analysis

- Land Surveys - Topographic / Boundary / Underground Utilities
- Confirm Easements and Lot Line Requirements
- Geotechnical Soil Sampling and Analysis

Regulatory

- Wetland Analysis and Management Planning
- Contaminated Soils Analysis and Abatement Planning
- Stormwater Management

Site Due Diligence Activities

September 2025 – Spring 2026

Public Utilities & Infrastructure

- Confirm Existing Public Utility Locations and Capacities
    - Electricity, Water, Gas, Fiber Optic, Storm & Sewer

- City/PMR currently working with DTE to investigate budget and timeline utility relocation pertaining to City Road Project
    - DTE will provide estimate in three weeks
    - PMR to provide update to FAC in April

Procurement Activities

Architect/Engineer (A/E)

- Finance and Administration Committee (FAC) interviewed two firms on 9/15/25.
- Thereafter, PMR negotiated with both firms to clarify fees.
- Council award of A/E work to HED/BRW on 10/6/25 (contract executed 11/21/25).

Construction Manager (CM)

- FAC interviewed two firms on 10/21/25.
- Council award of CM work to Christman on 11/17/25 (contract executed 1/12/26).

Technology

- PMR issued an invite-only RFP on 12/17/25.
- Interviews held by PMR and the City on 2/11/26.
- Council award to Howell Design Group on 3/9/26 (contract out for execution).

Future Procurement

- Commissioning Agent, Materials Testing, Building Envelope Consultant, FF&E Vendor

Governance

Reporting

PMR will maintain a Change Order log to be sent weekly to Council

PMR will continue to provide weekly updates that highlight previous, current, and future project items of note

Additional Meetings

- City Council Public Updates (twice a year)
- Finance and Administration Committee (quarterly)
- Owner's Meeting (monthly)
- OAC Meetings (biweekly)
- Design Meetings (weekly and ongoing)

Governance

Novi City Council's approvals:

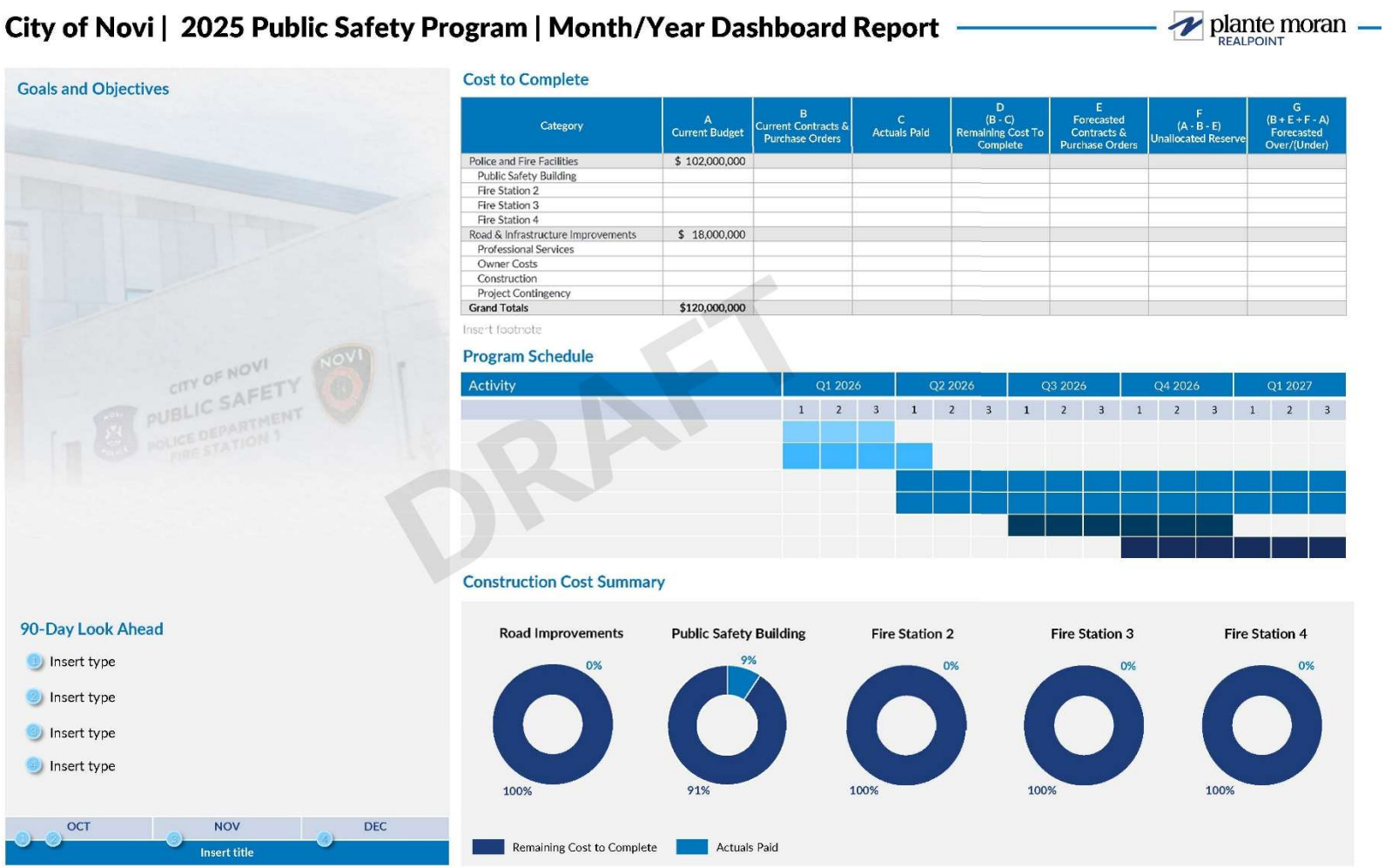
1) Owner's Representative (complete)
2) A/E firm (complete)
3) CM firm (complete);
4) Technology firm (complete)
5) Governance Documents/Program budget (complete)
6) Schematic design
7) Design development
8) Furniture vendor
9) Contractor bid packages
10) Change orders ("CO"s) in excess of contingency or program budget

Budget

Description	Projected Budget *
Public Safety Building (PSB)	73,850,000.00
Fire Station 2	13,150,000.00
Fire Station 3	13,000,000.00
Fire Station 4	2,000,000.00
Road and Infrastructure Improvements	18,000,000.00
	120,000,000.00

Budget

Dashboard and Reporting (3rd Quarter 2026)



City of Novi | 2025 Public Safety Program | Month/Year Dashboard Report

plante moran REALPOINT

Goals and Objectives

90-Day Look Ahead

- Insert type
- Insert type
- Insert type
- Insert type

OCT | NOV | DEC

Insert title

Cost to Complete

Category	A Current Budget	B Current Contracts & Purchase Orders	C Actuals Paid	D (B - C) Remaining Cost To Complete	E Forecasted Contracts & Purchase Orders	F (A - B - E) Unallocated Reserve	G (B + E + F - A) Forecasted Over/(Under)
Police and Fire Facilities	$ 102,000,000						
Public Safety Building							
Fire Station 2							
Fire Station 3							
Fire Station 4							
Road & Infrastructure Improvements	$ 18,000,000						
Professional Services							
Owner Costs							
Construction							
Project Contingency							
Grand Totals	$120,000,000						

Insert footnote

Program Schedule

Activity	Q1 2026			Q2 2026			Q3 2026			Q4 2026			Q1 2027		
	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3

Construction Cost Summary

DRAFT

Design Activities (HED/BRW)

December 2025 – Present

Tours of Public Safety Facilities

- Tours of Texas Public Safety facilities – December 14-16, 2025
- Tour of Lansing Public Safety Project – February 27, 2026

Design Workshops

- HED/BRW team performed on-site design workshops in Novi from December 1 – 3, 2025, and again February 23 – 27, 2026.
- Design meetings with PMR and City occur weekly
- Site plan approval meetings and coordination meetings with DTE are underway

Design Activities (HED/BRW)

December 2025 – Present

Project Design Approach

- Targeting substantial completion of Fire Station 2 and Fire Station 3 by December 2027
- Public Safety Building construction to commence in 2027
- Conceptual Design presentation scheduled for the FAC on April 13, 2026, and a schematic design presentation for Fire Stations 2 and 3 will occur in June 2026 for both City Council and the FAC.
- Neighborhood Meetings for the Fire Station 2 and 3 sites will occur in late Spring/early Summer

Look Ahead Schedule

Conceptual Design – Public Safety Building and Fire Stations 2 and 3
Presentation to FAC on 4/13/26 for feedback

Schematic Design – Fire Station 2 and Fire Station 3
Presentation to FAC in June 2026, followed by City Council presentation on June 8, 2026.

City of Novi Road Project
City anticipates bidding this project in Spring 2026

Future Procurement
Commissioning Agent, Materials Testing, Building Envelope Consultant, FF&E (furniture, fixtures and equipment) vendor

Neighborhood Meetings
Fire Station 2 and Fire Station 3 neighborhood meetings to occur late Spring/early Summer



Questions

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Consideration of a contract for mowing services to Ground Control Property Services, at an estimated annual cost of $148,590.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- Mowing and landscape maintenance improves sight distances, prevents drainage facility obstruction, and presents an aesthetically pleasing appearance within the City's rights-of-way and public properties.
- Award amount is based on estimated annual use of the service.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	**$148,590 Estimated annual amount**
BUDGET **General Fund, Major Street Fund, Local Road Fund, Municipal Street Fund, Drain Fund, Water & Sewer Fund**	**$150,000**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

Each year, the City contracts with a mowing services provider to mow grass and maintain landscaping along roadsides and pathways, in certain boulevard islands and interchanges, around gateway signs, and on City-owned properties. Mowing and landscape maintenance improves sight distances, prevents drainage facility obstruction, and presents an aesthetically pleasing appearance within the City's rights-of-way and public properties. The 2026 mowing services contract term is for one

year with services anticipated to begin in April. Upon mutual consent of the City and the selected contractor, there are three one-year renewal options available.

Staff opened seven bids on March 6, 2026, following a public bid solicitation period. The low bidder is Ground Control Property Services. Ground Control Property Services provided unit prices on facilities/road frontage, booster stations, pathways, City-owned vacant lots, and gateway signs (sections A-E), along with general labor and material costs (sections F and G). Based on estimated quantities, Ground Control Property Services extended base bid price for Sections A-E is $148,590 annually.

Staff recommend Ground Control Property Services in the best interest of the City for being responsive (i.e., Ground Control Property Services has complied with all requirements of the bidding instructions), and submitting the lowest price based on extended unit pricing. Attached is a summary of the three lowest qualified bids.

RECOMMENDED ACTION: Approval to award a unit price contract for mowing services to Ground Control Property Services, the lowest qualified bidder, at an estimated annual cost of $148,590. The contract term is one year with three optional one-year extensions.

CITY OF NOVI

RFP LAWN AND LANDSCAPE MAINTENANCE SERVICES

FEE PROPOSALS - UNIT PRICES EXTENDED FOR ANNUAL COST

3/7/26

				Teddy's Lawn and Landscape		Ground Control Property Services		B & B Landscaping	
Section A - Facilities / Road Frontage	**Frequency**	**Approx. Acres**	**Est. Qty**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**
Detention Basins (19 locations)	12-17 cuttings/year	12	17	580	9,860	475	8,075	750	12,750
Road frontage	25-30 cuttings/year	21	30	1,048	31,440	1,500	45,000	1,775	53,250
I-96 & Beck Rd Interchange	10-15 cuttings/year	21	15	1,033	15,495	900	13,500	900	13,500
I-96 & Novi Rd Interchange	10-15 cuttings/year	36	15	1,774	26,610	1,300	19,500	1,500	22,500
Boulevard Islands mowing/bedcare (4 locations)	25-35 cuttings/year	18	35	900	31,500	775	27,125	1,200	42,000
Old Novi Rd & Thirteen Mile Rd medians bed care maintenance/weeding only	7-10 times/year	0.1	10	120	1,200	75	750	100	1,000
Future potential mowing areas	As requested	Per acre	1	60	60	60	60	60	60
Spring Clean-up - detention basins, road frontages, interchanges, and boulevards	1 time/year	112	1	4,500	4,500	5,800	5,800	7,000	7,000
TOTAL SECTION A					**120,665**		**119,810**		**152,060**
Section B - Booster Stations	**Frequency**	**Approx. Acres**	**Est. Qty**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**
Mowing and bed care maintenance (5 locations)	25-35 cuttings/year	3.44	35	250	8,750	125	4,375	220	7,700
Spring Clean-up - Booster Stations (5 locations)	1 time per year	3.44	1	500	500	200	200	220	220
TOTAL SECTION B					**9,250**		**4,575**		**7,920**
Section C - Pathway Mowing (7 locations)	**Frequency**	**Approx. Acres**	**Est. Qty**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**
ITC Trail from ITC Sports Park to Garfield Rd	12-17 times/year	1.15	17	60	1,020	100	1,700	80	1,360
8 Mile Rd pathway	12-17 times/year	0.78	17	50	850	100	1,700	90	1,530
ITC Trail from 11 Mile Road to East of Wellbridge	12-17 times/year	0.44	17	50	850	65	1,105	45	765
ITC Trail from 9 Mile Rd to 11 Mile Rd	12-17 times/year	1.63	17	85	1,445	100	1,700	90	1,530

				Teddy's Lawn and Landscape		Ground Control Property Services		B & B Landscaping	
New Ct / Hickory Woods Sidewalk	12-17 times/year	0.17	17	50	850	35	595	40	680
West Park Dr access road	12-17 times/year	0.15	17	50	850	30	510	40	680
M-5 Pathway	12-17 times/year	1.07	17	50	850	90	1,530	60	1,020
TOTAL SECTION C					**6,715**		**8,840**		**7,565**
Section D - City-owned Vacant Lots (16 locations)	**Frequency**	**Approx. Acres**	**Est. Qty**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**	**Per Cut/ Per Unit Price**	**Extended Cost (annual)**
13 Mile Rd - W of 43243 13 Mile Rd	15-17 times/year	0.1	17	40	680	30	510	20	340
Chattman Dr - E of 41429 Chattman Dr	15-17 times/year	0.6	17	40	680	30	510	45	765
East Lake Dr - across from Herman St	15-17 times/year	0.1	17	40	680	25	425	20	340
East Lake Dr - across from Lashbrook St	15-17 times/year	0.1	17	40	680	25	425	20	340
East Lake Dr - N of 1289 East Lake Dr	15-17 times/year	0.2	17	40	680	30	510	20	340
East Lake Dr - N of 1309 East Lake Dr	15-17 times/year	0.4	17	40	680	45	765	30	510
East Lake Dr - Five (5) lots at East Lake Dr and Endwell St	15-17 times/year	0.6	17	40	680	45	765	45	765
Grand River Ave - Across from 48545 Grand River Ave	15-17 times/year	0.1	17	40	680	25	425	20	340
Grand River Ave - Across from Crescent Blvd	15-17 times/year	0.2	17	40	680	30	510	20	340
Meadowbrook Rd - N of 23157 Meadowbrook Rd	15-17 times/year	0.6	17	40	680	60	1,020	45	765
Sixth Gate Parking Lot - Area around parking lot	15-17 times/year	0.2	17	40	680	25	425	20	340
Venture Dr - S of 22975 Venture Dr	15-17 times/year	1.9	17	85	1,445	100	1,700	90	1,530
Village Wood Dr - E of 40740 Village Wood Dr	15-17 times/year	0.2	17	40	680	25	425	20	340
Wainwright St - E of 129 Wainwright St	15-17 times/year	0.1	17	40	680	25	425	20	340

				Teddy's Lawn and Landscape		Ground Control Property Services		B & B Landscaping	
West Lake Dr - Across from Penhill St	15-17 times/year	0.3	17	40	680	25	425	20	340
West Lake Dr - S of 1411 West Lake Dr	15-17 times/year	0.1	17	40	680	25	425	20	340
TOTAL SECTION D					**11,645**		**9,690**		**8,075**
Section E - Gateway Signs (14 locations)	**Frequency**	**Approx. Sq. Ft.**	**Est. Qty**	**Total Price (all locations)**	**Extended Cost (annual)**	**Total Price (all locations)**	**Extended Cost (annual)**	**Total Price (all locations)**	**Extended Cost (annual)**
Bed care/weeding (all 14 locations)	10-15 times/year	4,100	15	1,190	17,850	350	5,250	450	6,750
Spring clean-up (14 locations)	1 time/year	4,100	1	1,190	1,190	425	425	450	450
TOTAL SECTION E					**19,040**		**5,675**		**7,200**
TOTAL ANNUAL ESTIMATE					**167,315**		**148,590**		**182,820**
Section F - Materials Only (labor included in General Labor Services)	**Frequency**			**% Markup (over cost) based on list price**		**% Markup (over cost) based on list price**		**% Markup (over cost) based on list price**	
Seed (Kentucky Bluegrass) (per lb. delivered)	As requested			$1.90		10%		10%	
Sod (per yard delivered)	As requested			$40.00		10%		10%	
Top Soil (per cubic yard delivered)	As requested			$30.00		10%		10%	
Flowers - annuals (per flat)	As requested			$45.00		10%		10%	
Premium Enviro-Mulch (Per yard delivered)	As requested			$70.00		10%		10%	
Section G - Hourly Labor	**Frequency**			**Hourly Rate**		**Hourly Rate**		**Hourly Rate**	
General Labor Services	As requested			$65.00		$50.00		$50.00	

CITY OF NOVI

MOWING SERVICES

CONTRACTOR QUESTIONAIRE FORM

Failure to answer all questions may result in the rejection of your bid.

Firm Name: Ground Control Property Services

Address: 22100 Huron Township Ct

City: New Boston State: MI Zip: 48164

Telephone Number: (313)727-9710 Fax Number: _____

Representative's Name (please print): Douglas Nicholl

Representative's Title: Chief Executive Officer

Email Address: nicholld@groundcontrolps.com

Web Site: www.groundcontrolps.com

1. Type of Organization: (Circle One)

   a. Individual b. Partnership c. Corporation d. Joint Venture e. Other_____

2. Year firm established: 2014

3. If applicable, former firm name(s):

   _____

4. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No X Yes _____

   When: _____

5. How many current full-time employees 50

   Anticipated part-time/seasonal employees 25

6. Are you able to provide insurance coverage as required by this RFP? Yes

7. List the scope of services you are able to perform.

   Landscape Maintenance: Mowing, Trimming, Spring & Fall Cleanups, bed weeding

   Landscape Enhancements: Mulch, seasonal flowers

Install Services: We provide fill design & build services

Sprinkler system repair & installation

Fertilization services

8. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided and the date(s) of the contract(s).

City of Dearborn DDA Maintenance 2024-2025

City of Dearborn Abatements 2024 - Present

Wayne County Community College District 2023 - Present

Van Buren Township (1x cleanup project) 2025

City of Dearborn Parks & Rec Sprinkler Maintenance 2025 - Present

US Postal Service 2018 - present

9. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

Ground Control specializes in commercial and municipal landscape maintenance throughout Southeast Michigan. Our team has extensive experience servicing municipal properties, commercial campuses, industrial facilities, and multi-site portfolios that require strict adherence to specifications, scheduling standards, and quality control measures.

10. Identify those in your firm who would be responsible for this contract, including on-site supervision, *and submit copies of their certifications* (I.e. ISA arborist certification, CLT Technician). Include educational background of principals and those who will be working on the project. Attach additional sheets, if necessary.

Riley Mullins - Landscape Maintenance Production

Sydney Tiefry - Sales / Account Manager

Douglas Nicholl - CEO

See attached sheet as well

11. How many clients does your company currently serve with the type of services described? Provide a list.

City of Dearborn

Wayne County Community College District

Chase Bank, Home Depot, Walgreens, USPS, and many more

12. Please provide a list of client references. Include name, address, phone number, dates worked and contact person. Please include any municipalities (or other governmental agencies) that you worked for.

Company Home Depot - Multiple Locations

Address Multiple Sites

Phone (610)716-4245 Contact name Anthony Franz

Work done/dates Mowing, Bed maintenance, Sprinklers, Trimming, Mulch, Install work - 2023/2024

Company City of Dearborn

Address Multiple Sites

Phone (313)671-1868 Contact name John Golich

Work done/dates Mowing, Bed Maintenance, Trimming, Sprinkler Work, Abatements, Mulch, Special Projects

Company Afor Concepts (Real Estate Company)

Address Multiple Sites

Phone (313)350-3500 Contact name Sam Abbass

Work done/dates Mowing, bed maintenance, trimming at multiple sites

13. Please include a detailed Equipment List that will be on site and available for use by the crew performing the requested services (including mowers, trucks, tractors, trailers, etc.) in spreadsheet format. *Please submit on a separate sheet.*

14. Please identify which professional organizations your company is a good standing member of: (please check all that apply)

__ International Society of Arboriculture __ Michigan Turfgrass Foundation

__ Michigan Nursery and Landscape Association __Michigan Green Industry Association

15. Based on your current resources, are you available to provide the requested services identified within the timeframe allocated? Yes

16. Please provide an example of a work plan showing how you would schedule the City's mowing areas in order to complete the work in the time frame allocated (assume that the weather is good). *Please submit on a separate sheet.*

17. Do you plan to use subcontractors for fertilization? If so, please provide name of companies.
No

18. Provide a description of your company's philosophy (including what standards you use) relative to lawn care and landscaping.

Ground Control Property Services operates with a simple but disciplined philosophy: deliver consistent, professional landscape management that protects property value, enhances curb appeal, and eliminates uncertainty for our clients.

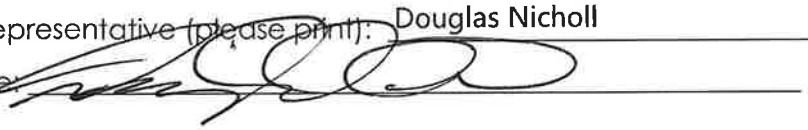
We believe commercial and municipal properties should reflect organization, pride, and attention to detail. Our approach goes beyond basic maintenance — we manage landscapes as long-term assets. Every property is maintained with a proactive mindset, not a reactive one.

19. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.
No X Yes _____

20. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): Douglas Nicholl

Representative Signature: 

Date 03/04/2026

Company Ground Control Property Services

CITY OF NOVI

MOWING SERVICES

FEE PROPOSAL FORM

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof for the following price:

Section A – Detention Basins/ Road Frontage	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Detention Basins (19 locations)	12-17 Cuttings Per Year	12	$475.00
Road Frontage	25-30 Cuttings Per Year	21	1,500.00
I-96 & Beck Interchange	10-15 Cuttings Per Year	21	$900.00
I-96 & Novi Interchange	10-15 Cuttings Per Year	36	$1,300.00
Boulevard Islands mowing, bed care/maintenance (4 locations)	25-35 Cuttings Per Year	18	$775.00
Old Novi Rd. & Thirteen Mile Rd. Medians **bed care maintenance/weeding only**	7 – 10 times per season	0.1	$75.00
Future potential mowing areas	As requested	Per acre	$60.00
Spring Clean-up – detention basins, road frontages, interchanges, and boulevards	1 time per year	112	$5,800.00

Section B – Booster Stations	Frequency	Approx. Total Acres	Per Cut/ Per Unit Price
Booster Stations (5 locations) mowing, bed care maintenance	25-35 Cuttings per year	3.44	$125.00
Spring Clean-up – Booster Stations (5 locations)	1 time per year	3.44	$200.00

Section C – Pathway Mowing (8 locations)	Frequency	Approx. Acres	Per Cut/ Per Unit Price
ITC Trail from ITC Sports Park to Garfield Rd.	12-17 times per year	1.15	$100.00
8 Mile Pathway	12-17 times per year	.78	$100.00
ITC Trail from 11 Mile Rd to East of Wellbridge	12-17 times per year	.44	$65.00
ITC Trail from 9 Mile Rd. to 11 Mile Rd.	12-17 times per year	1.63	$100.00

New Ct / Hickory Woods Sidewalk	12-17 times per year	.17	$35.00
West Park Dr. Access	12-17 times per year	.15	$30.00
M-5 Pathway	12-17 times per year	1.07	$90.00

Section D – City-Owned Vacant Lot Mowing (16 map locations)	Frequency	Approx. Acres	Per Cut/ Per Unit Price
13 Mile Rd. – w. of 43243 13 Mile Rd.	15 -17 times per year	.1	$30.00
Chattman Dr. – e. of 41429 Chattman Dr.	15 -17 times per year	.6	$30.00
East Lake Dr. – across from Herman St.	15 -17 times per year	.1	$25.00
East Lake Dr. – across from Lashbrook St.	15 -17 times per year	.1	$25.00
East Lake Dr. – n. of 1289 East Lake Dr.	15 -17 times per year	.2	$30.00
East Lake Dr. – n. of 1309 East Lake Dr.	15 -17 times per year	.4	$45.00
East Lake Dr. – five (5) lots at East lake Dr. and Endwell St.	15 -17 times per year	.6	$45.00
Grand River Ave. – across from 48545 Grand River Ave.	15 -17 times per year	.1	$25.00
Grand River Ave. – across from Crescent Blvd.	15 -17 times per year	.2	$30.00
Meadowbrook Rd. – n. of 23157 Meadowbrook Rd.	15 -17 times per year	.6	$60.00
Sixth Gate Parking Lot – area around parking lot	15 – 17 times per year	.2	$25.00
Venture Dr. – s. of 22975 Venture	15 -17 times per year	1.9	$100.00
Village wood Dr. – e. of 40740 Village Wood Dr.	15 -17 times per year	.2	$25.00
Wainwright St. – e. of 129 Wainwright St.	15 -17 times per year	.1	$25.00
West Lake Dr. – across from Penhill St.	15 -17 times per year	.3	$25.00
West Lake Dr. – s. of 1411 West Lake Dr.	15 -17 times per year	.1	$25.00

Section E - Gateway Signs (14 locations)	Frequency	Approx. Total Sq. Ft.	Lump Sum
Bed care/weeding (all 14 locations)	10-15 times per year	4,100	$350.00
Spring Clean-up (all 14 locations)	1 time per year	4,100	$425.00

Section F – Potential Additional Services - Various Materials	Frequency	% Markup (over cost) based on list price
Seed (Kentucky Bluegrass) (Per lb. delivered)	As Requested	10%
Sod (Per Yard delivered)	As Requested	10%
Topsoil (Per Cu. Yd. delivered)	As Requested	10%
Flowers – annuals (per flat)	As Requested	10%
Premium Dark Brown Dyed Enviro-Mulch (Per Yd. Delivered)	As Requested	10%

Section G – Additional Services - Hourly Labor	Frequency	Hourly Rate
General Labor Services	As requested	$50.00

Firm Price Guarantee
Prices stated herein will remain valid for term of contract and all renewals.
No fuel surcharges will be allowed for the duration of the initial contract and renewals.

We acknowledge the following addenda: No.1 (7-Gateway Signs Map)
(Please list numbers)

Comments / Exceptions: _____

THIS PROPOSAL SUBMITTED BY:

Company Name Ground Control Property Services

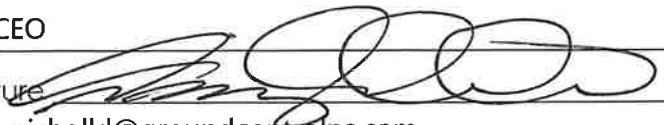
Address 22100 Huron Township Ct

City, State, Zip New Boston, MI, 48164

Phone (313)727-9710 Fax _____

Agent's Name (printed) Douglas Nicholl

Agent's Title CEO

Agent's Signature 

Agent's Email nicholld@groundcontrolps.com

Date 03/04/2026

GROUND CONTROL
PROPERTY SERVICES

22100 Huron Township Ct, New Boston, MI, 48164

(313)727-9710 | info@groundcontrolps.com

Dear City of Novi,

On behalf of Ground Control Property Services, we are pleased to submit our bid for your landscape maintenance services.

Ground Control Property Services is a Michigan-based commercial landscape and property services contractor committed to delivering reliable, professional, and detail-oriented service. We understand that your property is a direct reflection of your organization, and our team takes pride in maintaining clean, safe, and well-presented grounds throughout the season.

Our approach combines experienced field personnel, structured production processes, and proactive communication. From turf maintenance and bed care to seasonal enhancements and site detailing, we focus on consistency, efficiency, and measurable results. Our crews are trained, uniformed, and supervised to ensure accountability and quality control on every visit.

We currently service commercial, municipal, and institutional properties throughout the region and understand the importance of responsiveness, safety compliance, and budget control. Our goal is not simply to meet expectations, but to exceed them through dependable service and strong working relationships.

We appreciate the opportunity to submit this proposal and would welcome the chance to discuss it with you further. Please feel free to contact me directly with any questions or to review the scope in greater detail.

Thank you for your consideration.

Sincerely,



Douglas Nicholl

Chief Executive Officer

Ground Control Property Services

22100 Huron Township Ct

New Boston, MI, 48164

GROUND CONTROL
PROPERTY SERVICES
22100 Huron Township Ct, New Boston, MI, 48164
(313)727-9710 | info@groundcontrolps.com

Equipment List

Equipment Type	Description	# of units
Pickup Truck	F-250/350 - 2500HD/3500HD	18
Medium Duty Dump Truck	F-450/550/650 - 4500HD/6500HD	7
Stake Truck		6
Van		6
Powerwash Truck		1
Parking Lot Sweeper		1
Large Dump Truck		12
Semi w/ Lead		7
Gravel Train		3
Enclosed Trailer		8
Deck Over Equipment Trailer		3
Low Boy Trailer		1
Snow Sidewalk Machines	Ventrac / Snowrator	14
Snow Blowers		45
Snow Equipment Push Box	Attach to skid steers & Loaders	14
Large Municipal Snow Plow		6
Snow Plow 8.2-9.2'	Boss & Western V Plows	32
Large Hydraulic Salt Spreader	5 Yard or More	20
2-3 Yard Saltspreader	Pickup / Med Duty Dump	24
Front End Loader		6
Skid Steer		3
Excavator		2
Weed Whip	Redmax / Shindawa	39

GROUND CONTROL
PROPERTY SERVICES

Edger (Stick)	Redmax / Shindawa	22
Backpack Blower	Redmax / Echo	35
Batwing Mower		1
60" Zero Turn Mower	Scag / Exmark	20
Tractor w/ Mower		1
Brush Hog		2
Walk Behind Mower		3

GROUND CONTROL
PROPERTY SERVICES
22100 Huron Township Ct, New Boston, MI, 48164
(313)727-9710 | info@groundcontrolps.com

RE: Mowing Services RFP Work Plan

Dear City of Novi,

Ground Control Property Services understands that the City of Novi requires consistent, reliable mowing and bed maintenance services across municipal properties, parks, rights-of-way, and public facilities. These sites are highly visible and must be maintained to a professional standard that reflects positively on the City.

Our work plan is designed to ensure:

- Timely and predictable service schedules
- Uniform quality across all locations
- Safe operations in public environments
- Clear communication and accountability

A. Service Frequency & Scheduling

- Turf areas will be serviced on a weekly or biweekly basis during the active growing season, or as specified in the contract.
- Landscape beds will be maintained on a scheduled rotation as defined in the contract.
- Service routes will be structured geographically to maximize efficiency and ensure consistent completion.
- Weather-related adjustments will be communicated promptly to the City representative.

B. Standards

- Turf will be maintained at appropriate seasonal heights based on grass type and environmental conditions.
- Mowing patterns will be alternated to prevent rutting and turf stress.
- All mower blades will be sharpened regularly to promote clean cuts and turf health.

- Clippings will be dispersed evenly and not left in clumps.
- Beds will be kept substantially free of weeds through manual removal and approved herbicide applications where permitted.
- Care will be taken to avoid damage to ornamental plantings.

C. Trimming & Edging

- All fence lines, poles, sign posts, buildings, and hard surfaces will be string trimmed.
- Sidewalks and curbs will be mechanically edged to maintain clean, defined lines.
- Grass clippings will be blown off sidewalks, parking lots, and paved surfaces before crews leave the site.

D. Equipment & Staffing

- Commercial-grade zero-turn mowers and stand-on units will be utilized depending on site size and layout.
- Crews will consist of trained operators with a designated crew leader responsible for quality and safety.
- Backup equipment is maintained to prevent service delays due to mechanical issues.

E. Quality Control

- Field supervisors will conduct routine inspections.
- Any deficiencies will be corrected within 24–48 hours.
- Performance will be monitored against contract specifications.

F. Communication & Reporting

- A designated point of contact will be assigned for the City of Novi.
- The City will have access to our secure customer portal, where scheduled services, completed work orders, service dates, and time-stamped site photos can be viewed in real time. This provides full transparency, documentation of performance, and confirmation that all work is completed in accordance with contract specifications.
- Service concerns will be addressed promptly.

GROUND CONTROL
PROPERTY SERVICES

- Recommendations for site improvements or safety issues will be communicated proactively.

Ground Control Property Services is committed to delivering consistent, professional landscape maintenance that enhances the appearance and safety of City of Novi properties. Our structured routing, trained crews, quality control measures, and responsive communication ensure that all mowing and bed maintenance services are completed efficiently and in full compliance with contract specifications.

We are confident in our ability to meet and exceed the City's expectations.

Sincerely,



Douglas Nicholl

Chief Executive Officer

Ground Control Property Services

22100 Huron Township Ct

New Boston, MI, 48164

MOWING SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and **Ground Control Property Services**, whose address is **22100 Huron Township Ct New Boston, MI 48164**, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on the date of the last signature and end on December 31, 2026. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for, and in consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. Contractor shall submit invoices detailing each and all services performed and materials provided in connection with the billing and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon verification of satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days.

If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days' written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform their duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: **Independent Contractor/Vendor Relationship.**

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

A. *Entire Agreement*. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. *Compliance with Laws*. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public

governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

C. *Governing Law*. This Contract shall be governed by the laws of the State of Michigan.

D. *Assignment*. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

E. *Third Parties*. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.

F. *Notices*. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
Contractor: Douglas Nicholl

G. *Changes*. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

H. *Waivers*. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

I. *Jurisdiction and Venue of Contract*. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

J. *Conflict*. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES OF SIGNATURES:

_____

Date: _____

_____

Date: _____

CITY OF NOVI

_____

By: Justin Fischer
Its: Mayor

_____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES OF SIGNATURES:

Keith Salowich

Date: 3/12/26

CONTRACTOR

By: Douglas Nichol
Its: CEO

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Consideration of a recommendation from the Environmental Sustainability Committee to support a food scrap composting pilot program, in partnership with My Green Michigan, in an amount not to exceed $10,000.

SUBMITTING DEPARTMENT: City Manager's

KEY HIGHLIGHTS:

- Pilot program to evaluate the feasibility, participation, and operational considerations of residential food scrap composting in Novi
- Drop-off model (not curbside collection), with My Green Michigan assisting in identifying and establishing appropriate collection locations
- Not-to-exceed cost of $10,000, with reimbursement through Recycling User Fee revenues and repayment to the Rubbish Fund.
- Supports the committee's Resource Efficiency pillar by advancing waste diversion and sustainable materials management efforts

FINANCIAL IMPACT

	FY 25/26	Total
EXPENDITURE REQUIRED	**$ 10,000**	**$ 10,000**
BUDGET 1. Rubbish Fund (226.528.00.808.100)	**$0**	**$ 0**
APPROPRIATION REQUIRED	**$ 10,000**	**$ 10,000**
FUND BALANCE IMPACT	**$ 0**	**$ 0**
The Rubbish Fund will be reimbursed through Recycling User Fee revenues.		

BACKGROUND INFORMATION:

The Environmental Sustainability Committee has identified food waste diversion as an opportunity to reduce landfill impact and advance the City's sustainability goals. As part of this effort, the Committee is recommending a pilot food scrap composting program in partnership with My Green Michigan.

The pilot will utilize a drop-off model (not curbside collection), with My Green Michigan assisting in determining appropriate locations for participation. The program is intended to evaluate participation levels, operational logistics, and overall feasibility before considering any long-term implementation. The proposed not-to-exceed amount of $10,000 would support program setup, outreach, and initial operations.

RECOMMENDED ACTION: Consideration of a recommendation from the Environmental Sustainability Committee to support a food scrap composting pilot program, in partnership with My Green Michigan, in an amount not to exceed $10,000

Novi Environmental Sustainability Committee

Composting Pilot Recommendation

March 23, 2026

cityofnovi.org

Environmental Sustainability Committee Pillars



Pillar 1: Waste Minimization and Resource Efficiency

This pillar focuses on reducing waste, promoting recycling, and encouraging responsible resource use



Pillar 2: Clean Energy and Emission Reduction

This pillar emphasizes transitioning to clean energy, reducing greenhouse gases, and promoting energy efficiency.



Pillar 3: Sustainable Infrastructure and Natural Environment Preservation

This pillar is centered on sustainable building practices, maintaining biodiversity, and protecting natural resources.



Pillar 4: Community Engagement and Education

This pillar focuses on educating the community and fostering collaboration to promote sustainability

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Composting Recommendation

The Novi Environmental Sustainability Committee recommends to City Council to support the funding of a composting initiative and invest up to $10,000 into the startup and program cost. Novi is the recipient of a summer U of M fellow to support the success of this program. This initiative has potential costs savings, environmental benefits, and sets Novi as a continued community leader.

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MyGREENMICHIGAN

Service

- Help identify location
- 64 gallon waste carts
- Weekly pickup and compostable liners provided for each cart
- Minimal/ no staff effort needed







MyGREENMICHIGAN



Cost

- No contract
- 4 bins at 2 locations = $334/month
- Cart washing (optional/ seasonal) = $60/month
- Total = $4,488/year



Optional Add-ons

- 4-gallon buckets and liners for residents
- Compost soil



Local Examples

Royal Oak

- Farmers Market (14 bins)
- Positive feedback directly from residents
- Plans to expand

Ferndale

- 16 bins in different locations
- Estimates 10% participation

Farmington

- Farmers Market
- “It has become an engine for business growth”





Catalyst Leadership Circle Fellowship

- Novi awarded CLC Fellow to develop guide for cities to develop composting program
- Fellows are graduate students that apply through U of M
- Spend 40 hours/week for 10 weeks (June 8- August 14) on their project and related CLCF activities
- **Fellow Focus**: Monitor bins, records observations, public engagement, and develop a how-to guide for other cities to follow

CATALYST COMMUNITIES

GRAHAM SUSTAINABILITY INSTITUTE
UNIVERSITY OF MICHIGAN

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Resident Benefits

- Food waste priorities before composting are:
  - Reduce how much we buy
  - Donate/ Upcycle
- Composting helps residents see what they are throwing out and can help adjust how much residents buy
- We can identify additional ways to donate food and novel strategies like Too Good To Go

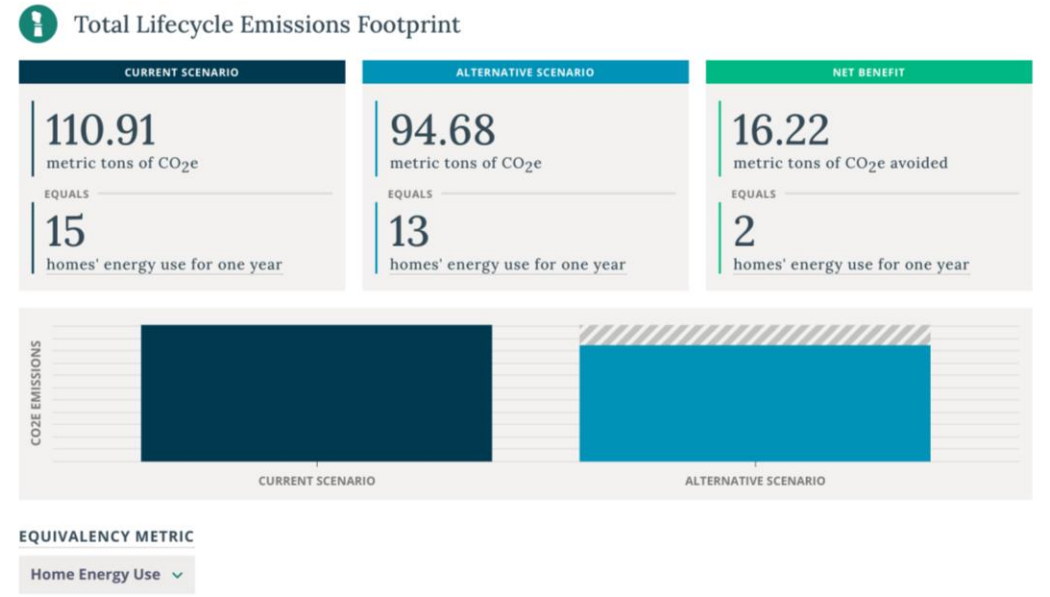


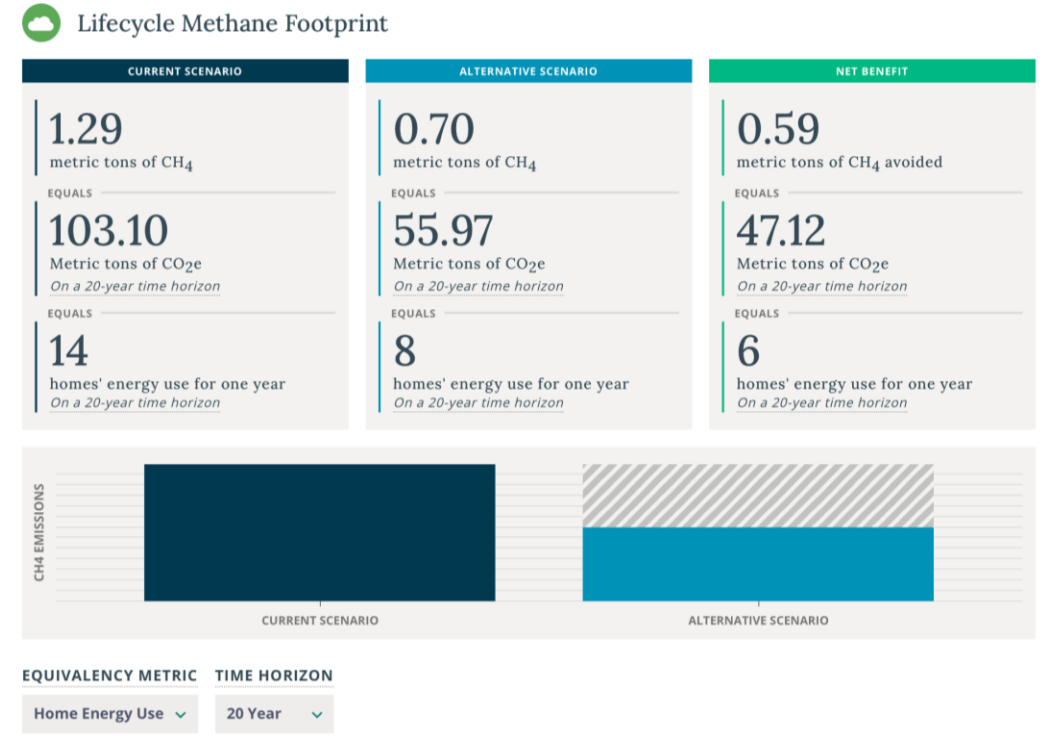


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Environmental Benefits

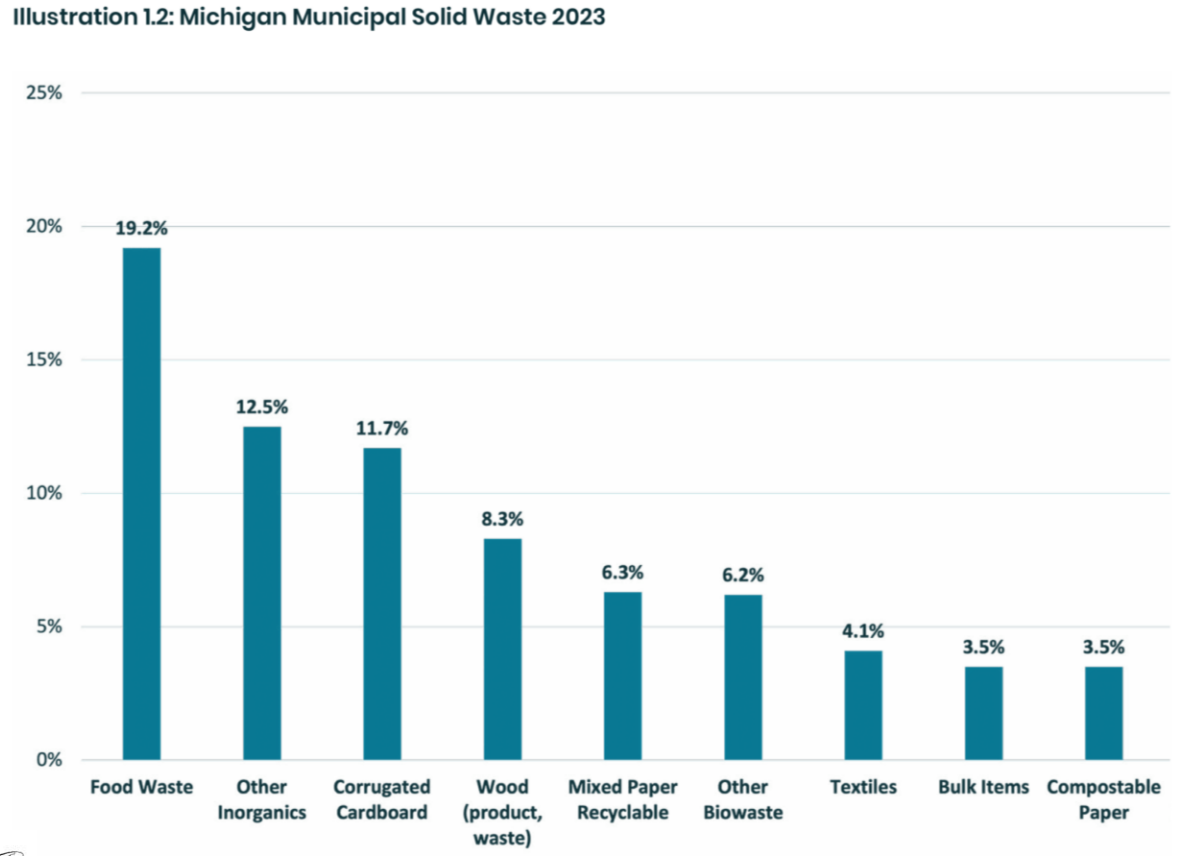
- 250 lb/ cart = 26 tons of food waste diverted from landfill each year.
- Diverting food waste from landfill reduces Greenhouse Gas emissions (carbon dioxide, methane, and nitrous oxide).
- Compost is able to be reused in a garden rather than taking up space in landfill.
- Novi is well positioned close to Wixom Spurt facility to minimize transit emissions.





Community Leader

- Novi is gold-level certification with MI Green Community
- Michigan has a goal to reduce food waste 50% by 2030
- Food is most common solid waste
- Starting now helps us plan for future landfill coordination



MICHIGAN GREEN COMMUNITIES CHALLENGE GOLD

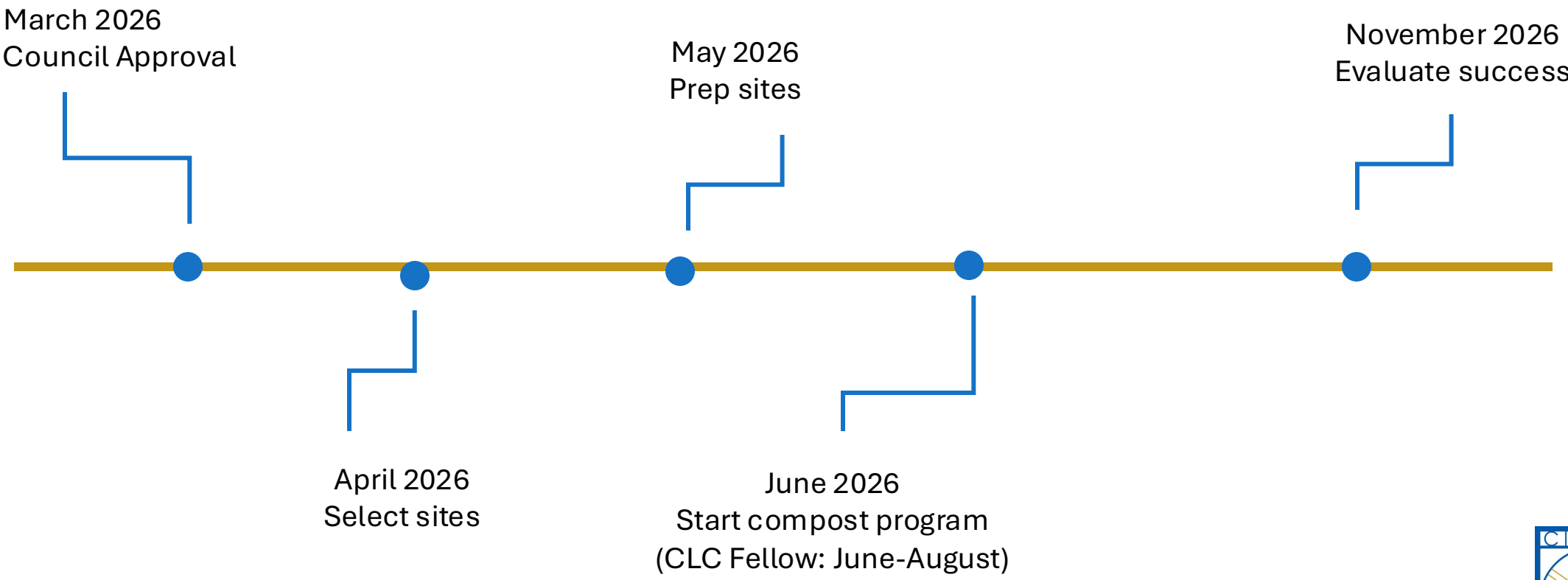
BEE CITY USA®

TREE CITY USA®

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Potential Timeline



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Proposed Outreach

- Outreach table at Novi events: Arbor Day, Novi Community Fest
- Talk about composting on Now You Novi podcast
- Share information through social media, website, Engage





NATURE NURTURE NOVI



NOW YOU KNOWVI

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Goals for Composting Success

cityofnovi.org

After 4 weeks

- 1-1.5 full bins
- Minimal effort needed from City staff
- Fellow focus on communication and resident engagement

After 10 weeks

- 2-2.5 full bins weekly
- Evaluate program to assess interest and impact

After 6 months

- 3-4 bins full weekly



Questions?

Food Waste Recycling Proposal

Prepared for the City of Novi

Prepared by: My Green Michigan

Food Waste Recycling & Sustainability Services

Program Overview

My Green Michigan is pleased to submit this proposal to provide **food waste recycling services** for the City of Novi. This program is designed to divert organic material from landfill disposal, reduce greenhouse gas emissions, and provide real-time transparency through digital sustainability reporting and service tracking.

Scope of Services

Food Waste Collection

- **4 – 64-gallon food waste carts**
- **Weekly scheduled collection**
- Food waste transported to a licensed composting facility and processed into beneficial soil amendments.

Compostable Bin Liners

- Compostable liners provided for each cart
- **Liners are replaced weekly** by the driver at the time of service.
- Supports cleanliness, odor control, and operational efficiency.

Pricing

One-Time Fees

- **Cart delivery:** $20.00 per bin.
    - 4 bins × $20.00 = **$80.00 (one-time)**

Monthly Service Fees

Includes weekly food waste collection and compostable liner replacement.

- **Single collection location: $310.50 per month**
  (All four carts serviced at one location)

- **Two separate collection locations: $334.00 per month**
  (Four carts serviced across two locations)

Optional Add-On Service

Cart Washing Service *(Optional)*

- Available beginning **March.**
- **$15.00 per bin per month**
- 4 bins × $15.00 = **$60.00 per month** (if elected)
- Enhances sanitation, reduces odors, and extends cart lifespan.

Estimated Annual Environmental Impact

Annual Food Waste Diversion (Estimated)

Assumptions (municipal average):

- Average weight per 64-gallon cart: **250 lbs. per week**
- Four carts collected weekly.
- Fifty-two collections per year

Estimated Annual Diversion:

- 250 lbs. × 4 carts × 52 weeks = **52,000 lbs. annually**
- **≈ 26 tons of food waste diverted from landfill each year.**

Greenhouse Gas Emissions Reduction (Estimated)

Diverting food waste from landfill to composting avoids methane emissions, a potent greenhouse gas with a significantly higher climate impact than carbon dioxide.

Estimated Annual Emissions Reduction:

- **~80–95 metric tons of CO_2e avoided annually.**

Environmental Equivalents:

- Removing 17–**20 passenger vehicles** from the road for one year
- Avoiding emissions from **100,000–120,000 vehicle miles driven**

Actual diversion and emissions reductions will be measured, verified, and reported through My Green Michigan's sustainability reporting platform.

Client Portal & Reporting Transparency

The City of Novi will have access to the **My Green Michigan online client portal**, which provides:

- **On-demand sustainability reports**, including:
  - Pounds and tons of food waste diverted.
  - Greenhouse gas (CO_2e) emissions avoided.

    - Monthly and annual environmental impact summaries
- **Collection day service**, including:
    - **Live driver location tracking** on scheduled collection days
    - Confirmation of completed service
- **Exportable reports** suitable for:
    - City sustainability reporting
    - ESG and climate action initiatives
    - Public communications and internal benchmarking

Program Benefits

- Reduces landfill disposal and methane emissions.
- Provides measurable, reportable sustainability outcomes.
- Offers real-time service visibility and accountability.
- Supports City of Novi environmental and waste-reduction goals.
- Optional cart washing improves sanitation and operational efficiency.

Next Steps

Upon approval **with a signed General Service Agreement**, My Green Michigan will:

1. Schedule cart delivery
2. Confirm service locations and start date.
3. Provide staff guidance on acceptable food waste materials.
4. Activate client portal access.
5. Weekly food waste collections begin.

--

Robb Harper
My Green Michigan
Business Development
Email - Robb@MyGreenMI.com
Phone - 248-739-1429

MyGREEN MICHIGAN



ACCEPTABLE COMPOSTABLE MATERIALS


Fruits/Vegetables


Dairy products


Tea bags/Coffee grounds and filters


Bread/Grains


Napkins/Paper Towel (without chemicals)


Meats/Bones


Grease


Eggshells


BPI Certified Products

BPI Certified Compostable Ware

BPI labeled products, i.e. compostable bags, containers, silverware, etc.

Biodegradable Products Institute

WHAT IS COMPOST?

Compost is the product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.

HOW IS COMPOST MADE?

There are many ways to make compost, but these basic principles apply to all composting processes:

- Combine organic material (leaves, sticks, food scraps).
- Add moisture.
- Continue adding organic material over time.
- Mix to incorporate new material, moisture, and oxygen.

Watch me!

MyGREEN MICHIGAN



BENEFITS OF COMPOSTING:

- Fights climate change - Reduces greenhouse gas emissions at the landfill, sequesters carbon from the atmosphere when applied to soil.
- Improves public health - Reduces effects of erosion and drought; improves soil, plant health, and water quality.
- Reducing pollution - Replacement for chemical fertilizers, which cause eutrophication, algal blooms, and fish die offs.
- Landfill diversion - Building landfills is expensive, diverting organics extends the life of existing landfills, and compost facilities will never "fill up" like landfills.
- Circular economy and jobs - Composting turns waste products into new, valuable resources that can be sold back into the community, generating local revenue and new jobs.

BENEFITS OF USING COMPOST:

- Improves the soil structure, porosity, and density, thus creating a better plant root environment.
- Increases infiltration and permeability of heavy soils, thus reducing erosion and runoff.
- Improves water holding capacity, thus reducing water loss and leaching in sandy soils.
- Supplies a variety of macro and micronutrients.
- May control or suppress certain soil-borne plant pathogens.
- Supplies significant quantities of organic matter.
- Improves cation exchange capacity (CEC) of soils and growing media, thus improving their ability to hold nutrients for plant use.
- Supplies beneficial microorganisms to soils and growing media.
- Improves and stabilizes soil pH.
- Can bind and degrade specific pollutants.

Sources:

1. Excerpt from the 'Field Guide to Compost Use,' 2001, The United States Compost Council.
2. United States Compost Council. (n.d.). *Why implement organics collection programs and/or composting operations.* https://hub.compostingcouncil.org/why-implement-organics-collection-programs-and-or-composting-operations/.

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval of a Resolution of Intent to Create and Provide for the Operation of a Brownfield Redevelopment Authority for the City of Novi.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- The Ordinance Review Committee (ORC) discussed and recommended proceeding with establishing a City of Novi Brownfield Redevelopment Authority (BRA).
- This is the first of a six-step process to establish the BRA.

BACKGROUND INFORMATION:

Currently, in order to take advantage of funding sources to remediate environmental contamination using a Brownfield Redevelopment Authority (BRA), the City uses Oakland County's BRA, which means any brownfield-related projects must go through the County's lengthy process (Board of Commissioners committees and then full board consideration) with limited input by the City on the financing aspects of the development plan. Additionally, the County collects fees on all projects in the City and can use them for various County activities elsewhere.

All told, the City has approved three (3) Brownfield-related projects to date using the County's BRA:

- Sakura
- Dunhill Estates
- Villas of Stonebrook

Those projects all resulted in *environmental* benefits (e.g., cleanup) for the City, and the County was fine to work with on each of them.

But it is somewhat unusual for a city of Novi's size not to have its own BRA to accomplish the same project and financing approvals in a more efficient way, while capturing some of the revenue from those projects for the City's use in connection

with other future projects. That revenue-capturing ability is a primary reason why this topic is being introduced now.

Another reason is that the City is likely to see more of these brownfield requests since the State has expanded the context in which brownfield resources can be used. As a result of new State laws, a BRA can now be used for housing development proposals that meet certain requirements and for larger projects—transformational projects—that are approved though the State. So "Brownfields" will now fall into three potential buckets:

- Traditional contaminated site clean-up
- Housing TIF (all captured taxes come from City Millages to encourage development)
- Transformational Brownfield (captured taxes come from City Millages and state sources)

By creating a local BRA instead of remaining under the County's the City would have local decision-making in all future brownfield redevelopments, including the use of tax increment financing (TIF) to fund eligible activities, and potentially attract private investment, most importantly, have oversight of the collected taxes. Additionally, BRAs may collect administrative fees to cover the costs of managing the program, including reviewing plans, aiding developers, and managing TIF capture and disbursement.

This is the **first step** in establishing the Brownfield Redevelopment Authority:

1. **Prepare a Resolution of Intent**
   The City Council adopts a *Resolution of Intent to Create a Brownfield Redevelopment Authority*. This resolution declares the Council's intention to establish the Authority and sets the stage for a required public hearing. Sample language is included in the attachments.

The **next steps** in the process will be:

2. **Public Hearing and Notice**
   Before creating the BRA, the Council must hold a public hearing. Public notices of the hearing must be published and posted in accordance with state law (typically in a newspaper of general circulation and posted in public places). This ensures transparency and provides affected residents and stakeholders an opportunity for input.
3. **Adopt Establishment Resolution**
   Following the public hearing, the Council acts on a *Resolution Establishing the Brownfield Redevelopment Authority*. This resolution formally creates the BRA and typically includes provisions for appointing board members to serve on the authority.
4. **Appoint Board Members and Adopt Bylaws**
   Once established, the Council appoints the BRA board members (usually five to nine members, though local bylaws may determine specific numbers, terms, and qualifications). The Board then adopts bylaws governing its internal operations, meetings, quorum rules, and officer roles.
5. **Coordinate with County and Taxing Jurisdictions (if applicable)**

Once it's established, if the BRA will overlap or coordinate with County brownfield efforts or involve property in multiple jurisdictions, the Council may also adopt resolutions consenting to participation or concurrence in joint Authorities and provide necessary notices to all affected taxing jurisdictions.

6. **Ongoing Compliance and Plan Adoption**
   Once the BRA is established, subsequent steps include preparing Brownfield Plans and Act 381 Work Plans for specific redevelopment sites will happen as and when needed. Public hearings and notices are required for adoption of any site-specific Brownfield Plan before TIF or incentives may be utilized by the Authority.

Because the City seems likely to see more requests for Brownfield funding, and because there is a good argument to be made that the City should be closely involved in these funding and development decisions, the ORC has recommended that the City establish its own BRA.

RECOMMENDED ACTION: Approval of a Resolution of Intent to Create and Provide for the Operation of a Brownfield Redevelopment Authority for the City of Novi.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION OF INTENT TO CREATE AND PROVIDE FOR THE OPERATION OF A BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE CITY OF NOVI PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, 2026, at ____o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

RECITALS

WHEREAS, the City Council of the City of Novi has received and reviewed testimony that there are or may be certain environmentally distressed, functionally obsolete, and/or blighted areas in the City of Novi and that the continued existence of such areas can limit, hinder, or delay redevelopment or revitalization of properties within the City, and, accordingly, that it is in the best interest of the public to facilitate identification and treatment of environmentally distressed, functionally obsolete, and/or blighted areas and promote revitalization within the municipal limits of the City; and

WHEREAS, in order to further such interests, it is appropriate for the City Council to create and provide for the operation of a Brownfield Redevelopment Authority within the City of Novi pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"); and

WHEREAS, pursuant to the Act, this City Council is required (a) to hold a public hearing on the adoption of a proposed resolution creating a Brownfield Redevelopment Authority under the Act (the "Authority") and (b) to publish notice of the public hearing in a newspaper of general circulation in the City of Novi, all in accordance with Section 4(2) of the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines that is in the best interest of the public to promote the redevelopment of environmentally distressed, functionally obsolete, and/or blighted areas of the City.

2. The City Council hereby declares its intention to create and provide for the operation of the Authority within the City of Novi pursuant to and in accordance with the provisions of the Act.

3. A public hearing shall be held before the City Council on March 23, 2026, at 7 p.m. in the Novi Civic Center, 45175 Ten Mile Road, Novi, MI, on the adoption of a resolution creating the Authority within the City of Novi, within the municipal limits of which the Authority shall exercise its powers.

4. The City Clerk (the "Clerk") shall give notice of the public hearing by causing notice to be published, in the form attached hereto as Exhibit 1, in the Novi News, a weekly newspaper of general circulation in the City of Novi on the 19th day of March, 2026, and by posting a similar notice of the public hearing pursuant to the practice of the Clerk.

AYES:
NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Consideration of final approval for Zoning Map Amendment pertaining to The Grove, a 232-unit multiple-family townhome development.

SUBMITTING DEPARTMENT: Community Development, Planning

KEY HIGHLIGHTS:

- Rezoning 62 acres of vacant land at 12 Mile and Meadowbrook Roads to RM-1.
- The applicant is proposing to develop a 232-unit townhome development.
- The project design represents a high-quality community with a focus on connectivity, preservation of a significant amount of wetland and woodland areas, and exceeding open space requirements.
- All of the units will be for-sale homes and a majority can accommodate a primary bedroom on the main floor to promote aging-in-place.
- Planning Commission recommended approval of the PRO Plan on October 8, 2025.
- City Council granted tentative approval on November 17, 2025 and the draft PRO Agreement is now ready for consideration and possible approval.

BACKGROUND INFORMATION:

The petitioner is requesting a Zoning Map Amendment for approximately 62 acres of property on the south side of Twelve Mile Road, east of Meadowbrook Road (Section 13). The applicant is proposing to rezone property from Office Service Technology (OST) to Low Density Multiple Family (RM-1) using the City's Planned Rezoning Overlay (PRO) option.

The recently adopted Master Plan identifies this property and those around it in purple as General Mixed Use. The area to the east is Public/Quasi-Public, and north of 12 Mile is Public Park, Community Commercial, and Single Family.

The subject parcel and all parcels surrounding it are zoned Office Service Technology (OST), which reflects the historic development pattern of this area. To the west of the property are office buildings and vacant parcels, and one residential home. The parcel to the south is Meadowbrook Corporate Park office buildings and preserved common area. To the east is a large MDOT-owned parcel with the Ingersol Regional Detention Basin and Ingersol Creek. North of Twelve Mile are the Beacon Hill Trailhead

park, the future Beacon Hill retail area, and the future Armenian Church and Cultural Center.

The formal PRO Concept Plan proposes a 232-unit multiple-family townhome development, which was reduced from 438 on their original plan. The applicant has also revised the request to rezone the property to RM-1 Low Density Multiple Family. All of the units are now for-sale townhome units, with over 50% of those having a primary bedroom on the ground level to accommodate aging-in-place. The development consists of four "villages" of homes: The Meadows (67 attached units in 14 buildings), The Vistas (68 attached units in 15 buildings), The Woods (36 attached units in 8 buildings) and The Pointe (61 attached units in 12 buildings). There is also a central park area with amenities, including a pickleball court and a playground park, with an option to locate a clubhouse in that area if determined to be desired in the future. A couple of different designs are provided for the clubhouse depending on size of building selected.

The development is accessed by two entrances off Meadowbrook Road, and one from 12 Mile Road. The stormwater plan shows an interconnected system with 6 detention ponds of various sizes, along with the existing wetland system.

Each of the delineated wetlands on the site meet the regulation criteria of providing wildlife habitat as well as flood and storm control. Wetland review notes that the proposed development results in a total permanent wetland impact area of about 1.44 acres out of the total 9.64 acres present on site (about 15% impact). The full requirement for mitigation is proposed to be provided on-site, as well as the mitigation required for the future development of the "Trinity Parcel."

For woodlands, the plan appears to remove about 73% of the regulated trees on the woodland survey. Approximately 250 credits are proposed to be planted on-site, with the remaining credits to be paid into the Tree Fund.

The proposed buildings are in full compliance with the façade standards. In addition, the level of detail and overall character of the designs qualify as an enhancement of the area beyond what could be required by the ordinance, which is in line with the intent of the PRO Ordinance.

The 2025 Master Plan designates this area as General Mixed Use (GMX). This new category is meant to provide a high degree of flexibility in development, with a site-specific master plan to guide development. "Properties within this designated land use category can also utilize the PUD (Planned Unit Development Option) as a development tool to provide a variety of uses within an approved master plan development." Since the City has not adopted a Planned Unit Development ordinance at this time, the Planned Rezoning Overlay represents the closest option available to achieve the intended vision (the PRO is a form of Planned Unit Development, though more limited than the new Master Plan contemplates).

Some of the possible detriments of the proposal we identified include questions of compatibility and buffering from the adjacent uses that will remain OST. Being adjacent to a residential development will require additional setbacks and possible

use restrictions, which can be an added burden to adjacent non-residential landowners, but that would primarily be an issue to the south and the Trinity Parcel, which are not separated by a thoroughfare. The applicant has proposed a berm and dense landscaping along both borders, which will provide screening buffers. The area to the east of the property will remain undeveloped, as it is an MDOT stormwater and wetland mitigation site.

The undisturbed woodland and wetland areas on the site and surrounding properties would allow the proposed use to remain relatively secluded from the commercial properties, as well as provide natural spaces contiguous with adjacent preserved areas, which is beneficial for natural habitat. The remaining undeveloped properties in the area that could develop under the OST zoning district are not likely to cause significantly greater conflicts with residential use on this site, since they are located on the other side of Meadowbrook Road.

Residential development is likely to result in *smaller* wetland and woodland impacts compared to an OST development due to the typical size of buildings and parking needs. OST permitted uses include offices, research & development, data processing, and hotels, which all have a larger footprint and greater surface parking demands than the RM-1 use proposed. The Traffic study notes that the number of residential units would result in fewer vehicle trips compared to an OST development, including during peak hours.

Staff supports the requested rezoning under the terms of the draft PRO Agreement. There are conditions proposed that are more strict or limiting than the RM-1 standards, and are found to have an overall benefit to the public. The list of identified benefits of rezoning appear to outweigh the anticipated detriments of introducing residential use to this section of Meadowbrook Road. The number and type of deviations are reasonable, with each being supported by staff.

The PRO Conditions offered by the applicant that are proposed to establish an overall benefit to the public include those listed in the draft motion sheet.

PLANNING COMMISSION
The Planning Commission held a Public Hearing on the formal PRO Plan on October 8, 2025 and recommended approval to the City Council. Comments made at that time are reflected in the meeting minutes included in this packet.

PREVIOUS CITY COUNCIL ACTION
The City Council granted tentative approval of the request at the November 17, 2025 meeting, and directed the City Attorney's Office to prepare a PRO Agreement.

CITY COUNCIL ACTION
The City Council is now asked to consider the actual text of the draft PRO Agreement and give final approval of the agreement, the PRO Plan, and the rezoning. The City's staff and attorneys have worked with the applicant to prepare the terms of the draft agreement. Following Council's final approval, the applicant will submit for Site Plan approval under typical review procedures, including Planning Commission approvals.

RECOMMENDED ACTION: Approval of the request of Ivanhoe Companies for The Grove JZ24-31 with Zoning Map Amendment 18.745, to rezone from Office Service Technology (OST) to Low Density Multiple Family (RM-1), subject to the attached Planned Rezoning Overlay (PRO) Agreement and exhibits including the corresponding PRO Plan, the conditions of this motion, and the conditions listed in the staff and consultant review letters, and also subject to any changes and/or conditions as discussed at the City Council meeting, with any final minor alterations required in the determination of the City Manager and City Attorney to be incorporated by the City Attorney's office prior to the execution of the final agreement.

This motion is made because, based upon the following requirements and findings, (a) the use of the PRO and RM-1 zoning district is a reasonable alternative to the General Mixed Use with a Planned Unit Development recommended in the Future Land Use Map, and fulfills the intent of the Master Plan for Land Use; and (b) the resulting benefits from the proposed development, with the conditions stated in the Agreement that are more strict or limiting than the RM-1 standards, result in an overall benefit to the public that outweighs its potential detriments: :

1. A one-acre park area, accessible to residents and the general public, with pedestrian and bike rest stop area, at the northeast corner of the site along 12 Mile Road being part of the required improvements.
2. A one-mile loop Grove nature area trail, accessible to residents and the general public, that extends from the newly created park area described above, along the east property line of the Property, providing scenic views of the adjacent 30-acre natural wetland area as well as natural features of the Property being part of the required improvements.
3. In order to address the impact of additional use of Beacon Hill Park by the new residents and planned access and interconnectivity for Novi residents and Grove Nature Trail, Developer agrees to provide the City with $25,000 to be used by the City at its discretion, for Beacon Hill Park improvements, art, services and/or maintenance. *Enhancements of the public trailhead would benefit the overall community.*
4. Consistent with Novi's mobility plans, over 700 feet of 10-foot wide pathway/sidewalk, off-site on the south side of 12 Mile Road to create a connection from the existing bike path, located along the east side of Meadowbrook Road, and the new sidewalk being constructed with The Grove. *The provision of this missing sidewalk segment enhances connectivity of the project area and benefits the public.*
5. Relocating the SMART bus stop to the east and enhancing the area with landscaping and seating along 12 Mile Road, which is supported by SMART. Additional bike parking has also been added for a total of 8 spaces. Maintenance and public access agreements would likely be required. *This would be considered a benefit to the public.*

6. Approximately 1/3 of the property will be open space with most of the units abutting or overlooking open space and nature areas (1.65 acres usable open space required, 5.97 acres proposed). *Exceeding the Ordinance requirement for usable open space qualifies as an enhancement that could not otherwise be required.*
7. Consistent with Novi's mobility plans, construct an 8-foot wide shared-use pathway within The Grove to provide pedestrian and bicycle connectivity between Meadowbrook Road and 12 Mile Road. *The applicant states a public access easement will be placed over the pathway, so the pathway would be considered a benefit to the public at large.*
8. Proposed conservation easements protecting approximately 10 acres of woodland and woodland replacement areas and 15.5 acres of wetland and wetland mitigation areas. *The provision of conservation easements to protect the natural features, which represents over 47% of the property, is considered an enhancement that will benefit the public at large.*
9. Decrease in density from what would be permissible in the RM-1 zoning district (4.2 units per acre proposed, up to 7.3 units per acre permitted), *which is a site-specific limitation that is more strict than would otherwise apply to the zoning district and is considered an enhancement of the project.*
10. Dedication of right-of-way (60-foot width) along the entire Meadowbrook Road frontage, an approximate length of 2,166 feet. The total land area to be dedicated is approximately 2.5 acres, *which is a benefit in the interest of the public.*
11. The Façade review notes that the design of the buildings meet or exceed the requirements of the Façade Ordinance, and the high level of character and attention to detail represents an enhancement of the project that would be unlikely in the absence of a PRO.

MAPS

Location

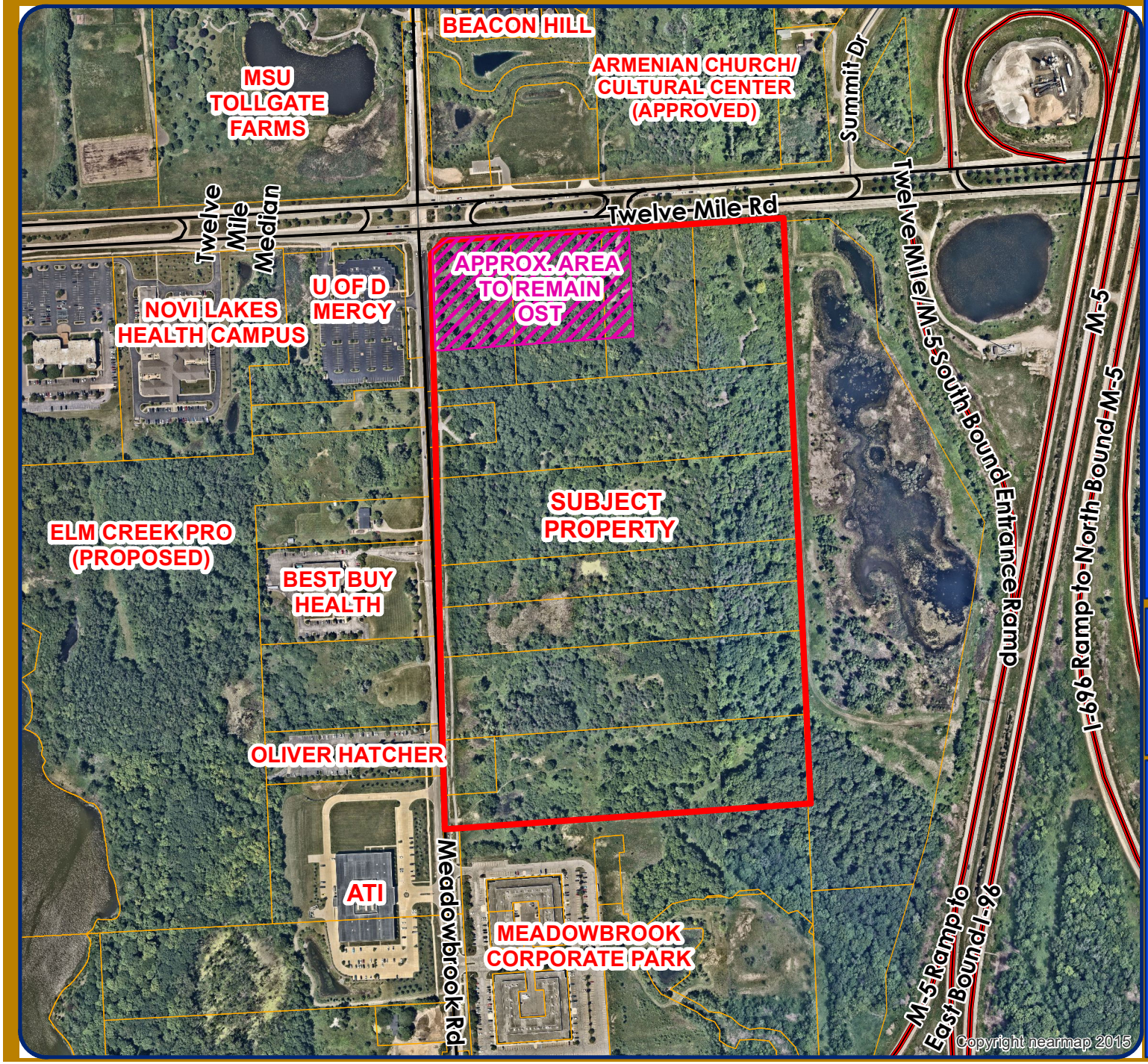
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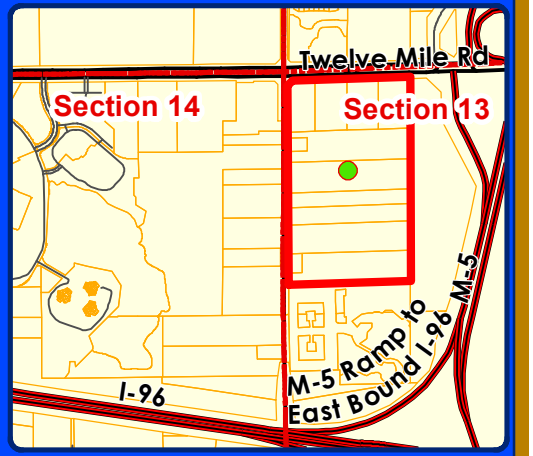
Future Land Use

Natural Features

JZ24-31 THE GROVE

LOCATION





Legend

Subject Area

City of Novi
Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Lindsay Bell
Date: 9/9/24
Project: THE GROVE
Version #: 1

Feet
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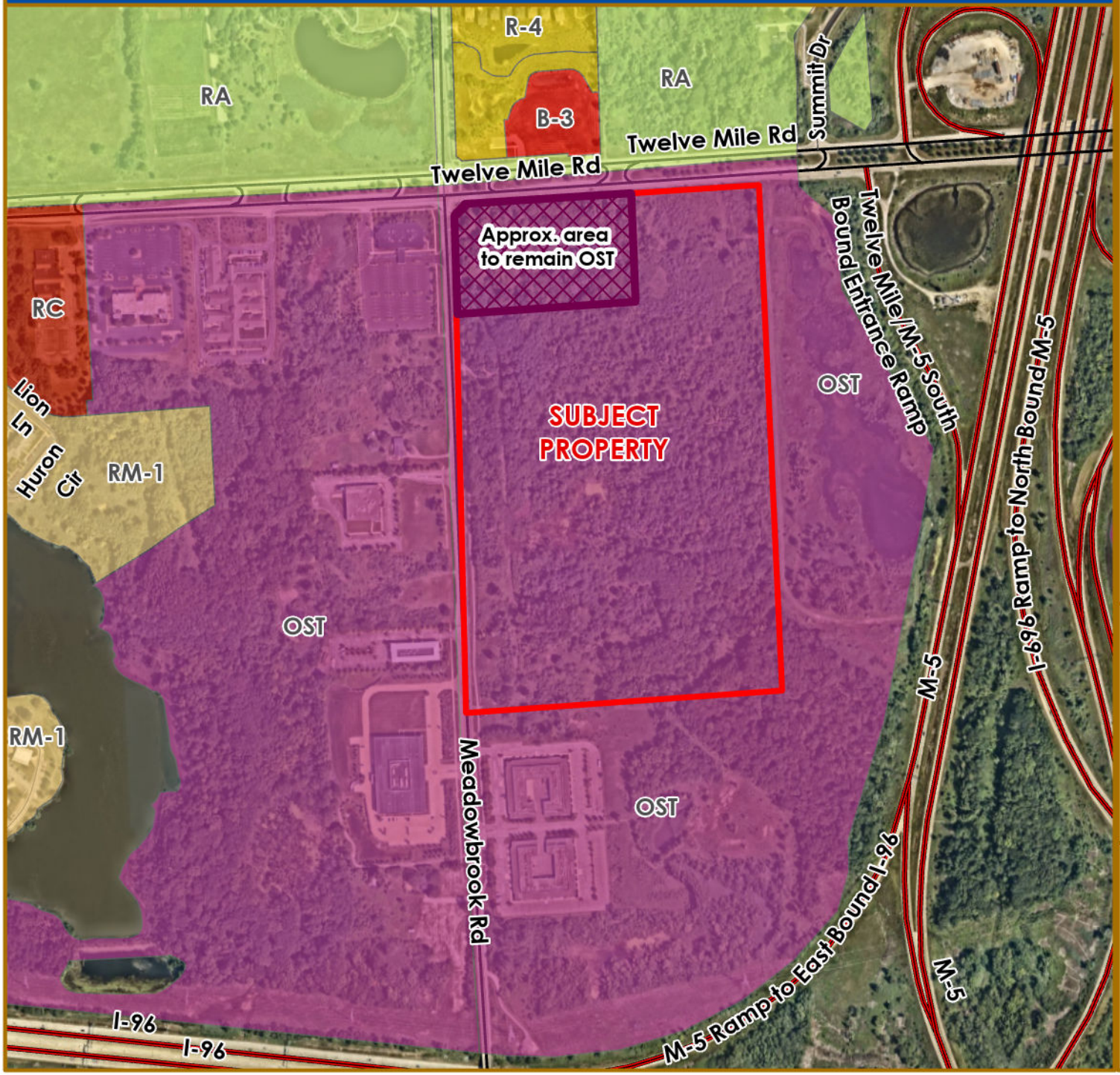
1 inch = 542 feet

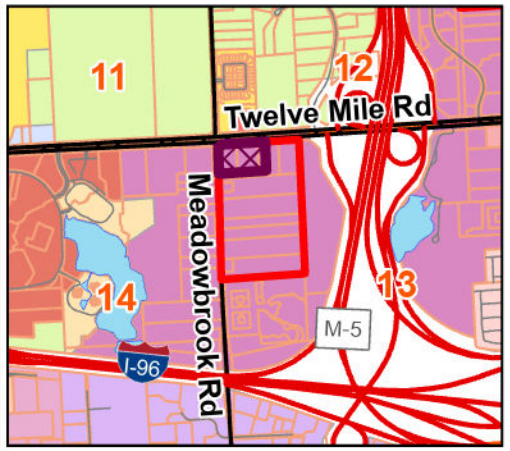
MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

JZ24-31 THE GROVE

ZONING





Zoning District

- B-2: Community Business
- B-3: General Business
- I-1: Light Industrial
- MH: Mobile Home
- OS-1: Office Service
- OSC: Office Service Commercial
- OST: Office Service Technology
- R-4: One-Family Residential
- RA: Residential Acreage
- RC: Regional Center
- RM-1: Low-Density Multiple-Family
- RM-2: High Density Multiple Family
- TC: Town Center

City of Novi
Dept. of Community Development
Novi City Hall
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

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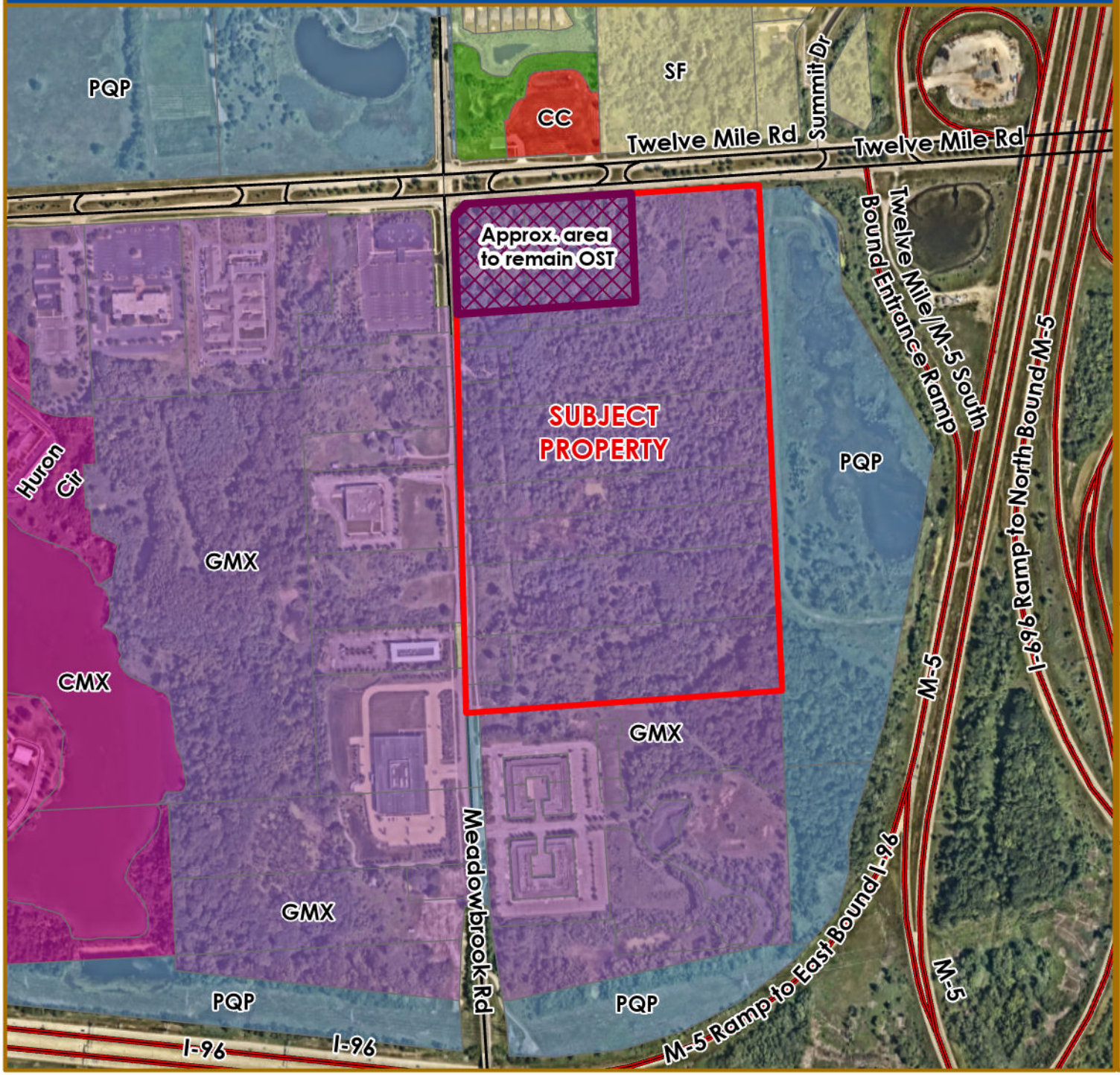
Map Author: Lindsay Bell
Date: 9/22/25
Project: The Grove
Version #: 1

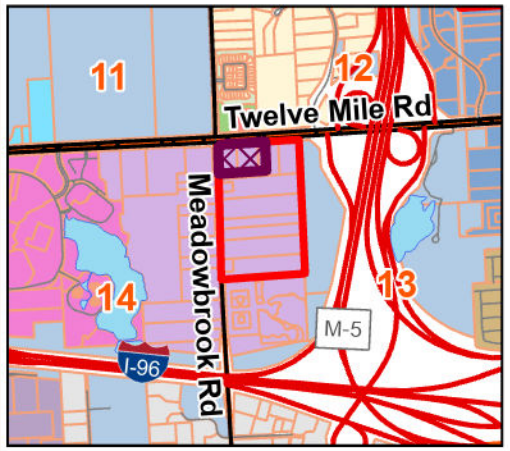
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JZ24-31 THE GROVE

FUTURE LAND USE





Future Land Use (2025)

- Commercial Mixed-Use
- Community Commercial
- Community Office
- General Mixed-Use
- Industrial/Office
- Manufactured Housing
- Multiple Family
- Office, Service, Technology
- Private Park
- Public Park
- Public/Quasi-Public
- Single Family
- Town Center Mixed-Use

City of Novi
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0 0.04 0.07 0.15 Miles

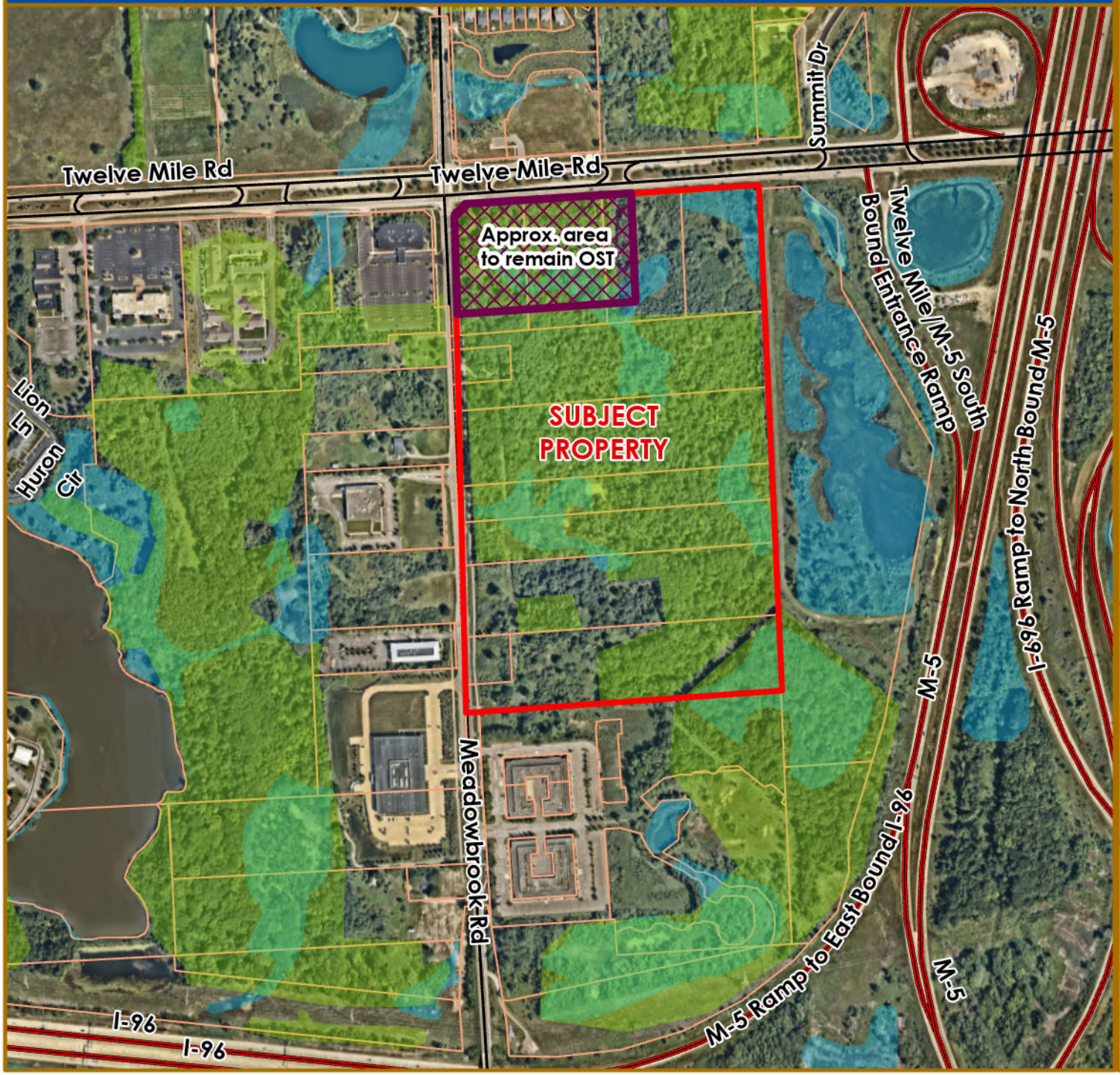
Map Author: Lindsay Bell
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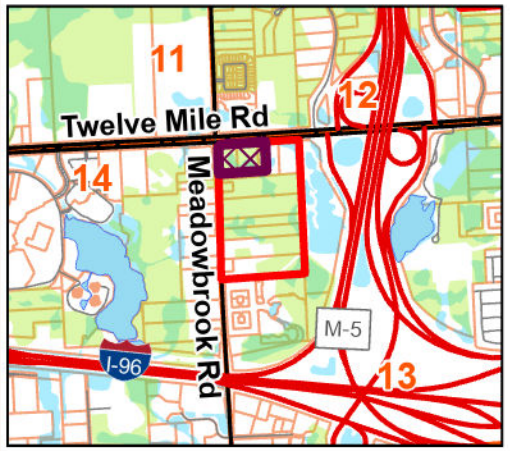
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JZ24-31 THE GROVE

NATURAL FEATURES





Woodlands

Wetlands

City of Novi
Dept. of Community Development
Novi City Hall
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

0 0.04 0.07 0.15 Miles

Map Author: Lindsay Bell
Date: 9/22/25
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N

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DRAFT PRO AGREEMENT
WITH EXHIBITS

PLANNED REZONING OVERLAY (PRO) AGREEMENT

THE GROVE

AGREEMENT ("Agreement"), by and between **Ivanhoe Companies, LLC**, a Michigan limited liability company whose address is 6689 Orchard Lake Rd Ste 314, West Bloomfield, MI 48322 (referred to as "**Developer**"); **Trinity Health-Michigan**, a Michigan nonprofit corporation, f/k/a Mercy Health Services ("**Trinity**" or "**Owner**"), whose address is 20555 Victor Parkway, Livonia, Michigan 48152, and the **City of Novi**, whose address is 45175 Ten Mile Road, Novi, MI 48375-3024 (referred to as the "**City**").

RECITATIONS:

A. Developer has submitted an application to rezone approximately 62 acres of land on the south side of Twelve Mile Road, east of Meadowbrook Road (Section 13). from Office Service Technology (OST) to Low Density Multiple Family (RM-1) using the City's Planned Rezoning Overlay (PRO) option to construct a 232-unit residential condominium development. The development consists of four "villages" of homes: The Meadows (67 attached units in 14 buildings), The Vistas (68 attached units in 15 buildings), The Woods (36 attached units in 8 buildings) and The Pointe (61 attached units in 14 buildings). There is also a central park area with amenities, including a pickleball court and a playground park, with an option to locate a clubhouse in that area if determined by Developer to be desired in the future.

B. The "Property" is owned by Trinity and is more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein. The OST classification shall be referred to as the "**Existing Classification**" and the RM-1 classification shall be referred to as the "**Proposed Classification**." The Property is part of a larger land area owned by Trinity consisting of approximately 69.65 acres. The land not included in the rezoning request, consisting of approximately 7.65 acres, as more particularly described and depicted in **Exhibit B**, will be retained by Trinity (the "**Trinity Retained Property**"). Except for the limited purposes expressly stated herein (i.e., with respect to wetland mitigation), the Trinity Retained Property is not a part of or subject to this Agreement.

C. The Proposed Classification would provide Developer with certain material development options not available under the Existing Classification and would be a distinct and material benefit and advantage to the Developer.

D. The City has reviewed the petition from Developer to amend the Existing Classification of the Property to the Proposed Classification, including the Developer's proposed PRO Plan (including the residential uses authorized in this Agreement as the only uses permitted on the Property pursuant to this Agreement, the site layout, and the building façades, elevations, and design) attached hereto

and incorporated herein as **Exhibit C** (the "**PRO Plan**") under the terms of the Planned Rezoning Overlay (PRO) provisions of the City's Zoning Ordinance. The PRO Plan is a conceptual or illustrative plan for the potential development of the Property under the Proposed Classification. Approval by the City of the PRO Plan is not an approval to construct the proposed improvements shown thereon, as any development on the Property will require site plan approval from the City as provided by this Agreement.

The City has further reviewed both (i) the requested deviations as contained in this Agreement (the "**Deviations**") from the strict terms of the City's Zoning Ordinance and other land use ordinances and regulations (collectively, the "**City Ordinances**") and (ii) the proposed PRO Conditions (as defined in Paragraph F.iii below) offered or accepted by Developer, and has concluded that the proposed Low Density Multiple Family (RM-1) zoning district is a reasonable alternative and fulfills the intent of the Master Plan for Land Use and meets the requirements of the Zoning Ordinance as relates to Planned Rezoning Overlays because it includes site specific features as part of the PRO Conditions that are more restrictive than could otherwise be required by ordinance. because, in the specific circumstances of the project, the benefits to the public of the project outweigh an detrimental impacts of the project.

The City therefore finds that the project as a whole is in the public interest. Without the PRO Conditions as set forth herein and Developer's (and/or its successors' and assigns') continuing obligations to comply with the terms of this Agreement, however, the City would not have made such a finding and would not have approved the rezoning to the Proposed Classification or the Deviations.

E. Developer desires to proceed with obtaining the site plan and engineering approval and the issuance of permits required to develop the Property in accordance with the approved PRO Plan (collectively, the "**Development**"). The City desires to ensure that all of the land that is depicted on the PRO Plan is developed in accordance with, and used only for the specific residential uses permitted by this Agreement, the related documents and undertakings of Developer, and all applicable laws, City Ordinances, regulations, and standards of the City and other regulatory bodies. This Agreement will govern the development of the Property and is to be recorded with the Register of Deeds for the County of Oakland following execution by the parties.

F. As an integral part of the Developer's request to the City for rezoning to the Proposed Classification, Developer agrees to develop and construct the sanitary sewer, storm water sewer system, utilities, municipal water system, roads, sidewalks, and other infrastructure necessary to develop and use the Property in conformance with the following undertakings and forbearances by Developer (such undertakings and forbearances hereafter referred to as the "**Undertakings**"):

i. **Uses Permitted**. The PRO Plan proposes a 232-unit multiple-family for-sale condominium development. Over 50% of the units can accommodate and are available for primary bedrooms on the ground level to accommodate aging-in-place. The development consists of four "villages" of homes: The Meadows (67 attached units in 14 buildings), The Vistas (68 attached units in 15 buildings), The Woods (36 attached units in 8 buildings) and The Pointe (61 attached units in 14 buildings). There is also a central park area with amenities, including an optional pickleball court and a playground park, with an option to locate a clubhouse in that area if determined by Developer to be desired in the future. A couple of different designs are provided for the clubhouse depending on size of building selected.

The development is accessed by two entrances off Meadowbrook Road, and one from 12 Mile Road. The stormwater plan requires an interconnected system with 6 detention ponds of various sizes, along with the existing wetland system. Signage has not been reviewed and is not included as a part of this PRO Agreement.

The City's wetland review included both the Property and the Trinity Retained Property, and each of the delineated wetlands on both properties meets the criteria of providing wildlife habitat as well as flood and storm control. The total permanent wetland impact area on both properties is approximately 1.44 acres out of the total 9.64 acres present on both properties. The full requirement for mitigation is proposed to be provided on-site, and includes an area on the Property for mitigation of wetlands required for the future development of the Trinity Retained Property (to be constructed when the Trinity Retained Property is developed).

The PRO Plan appears to remove about 73% of the identified regulated trees on the woodland survey for the Property. Approximately 250 credits are proposed to be planted on-site, with the remaining credits to be paid into the Tree Fund. A woodland impact analysis for the development of the Trinity Retained Property shall be undertaken at such time as that Trinity Retained Property is proposed for development.

The façade materials for the buildings are in full compliance with City standards. In addition, the level of detail and overall character of the designs qualify as an enhancement of the area beyond what could be required by the ordinance, which is in line with the intent of the PRO Ordinance.

ii. **Compliance with Applicable Laws and Regulations**. Except as expressly authorized herein, the Property shall be developed in accordance with this Agreement, the PRO Plan, all applicable State, County and City

statutes, codes, ordinances, regulations, and the City Ordinances, including all applicable requirements of the Zoning Ordinance under the Proposed Classification, and further including all storm water and soil erosion requirements and measures during the design and construction phases of the Development and during the subsequent use of the Property as contemplated in this Agreement (collectively, the "**Legal Requirements**").

The deviations from the provisions of the City Ordinances, rules, or regulations are depicted in the PRO Plan and are approved by this Agreement; however, except as to the Authorized Deviations listed below, the Property shall be subject to and developed in accordance with all applications, reviews, approvals, permits, and authorizations required under applicable Legal Requirements, including, but not limited to, site plan approval, storm water management plan approval, woodlands and wetlands permits, façade approval, landscape approval, and engineering plan approval.

iii. **PRO Conditions**. As part of its approval of the PRO Plan and this Agreement, the City Council made certain findings as required by the Zoning Ordinance. Those findings were based in part on the fact that the Developer has agreed that the following conditions shall apply to the Property (collectively, the "**PRO Conditions**"). The Developer (or its successors or assigns) shall be responsible for obtaining all permits, licenses, or approvals required for the development, construction, use, and occupancy of the Development.

a. Development Enhancements offered by Developer.

1. Developer shall construct an approximately one-acre park area, accessible to residents and the general public, with pedestrian and bike rest stop area, at the northeast corner of the site along 12 Mile Road. The park area shall be completed prior to the issuance of the first final certificate of occupancy ("**FCO**") for the Vistas. Notwithstanding the above, the park area shall be completed within five (5) years of the issuance of the first building permit within the Development. The Master Deed(s) for the unit owners within the Development shall include a notice that the park is for use by the public and the Development, but shall be maintained by the Developer and the Association, thereafter. Signs identifying the park as public access shall be installed as part of the construction of the park area. The signage shall be maintained permanently by the Developer, and the Association after transition of control.

2. Developer shall construct an approximately one-mile loop "Grove Nature Area Trail", accessible to residents and the public, that extends from the newly created park area along the east property line of the Property, providing scenic views of the adjacent 30-acre natural wetland area (not within the Development) as well as natural features of the Property. The Grove Nature Area Trail shall be completed as shown in an approved Phasing Plan prior to the issuance of the first FCO for the Vistas or the Woods, whichever first occurs. Notwithstanding the above, the Grove Nature Trail shall be completed within five (5) years of the issuance of the first building permit within the Development. The Master Deed for the Development shall include a notice that the trail is for use by the public and the unit owners in the Development, but shall be maintained by the Developer and the Association, thereafter. Signage identifying the public trail shall be installed as part of the construction of the Grove Nature Trail prior to the issuance of the first FCO for each Phase along the trail.

3. In order to address the impact of additional use of Beacon Hill Park by the new residents and planned access and interconnectivity for Novi residents and Grove Nature Trail, Developer agrees to provide the City with $25,000 prior to the first preconstruction meeting after approval of the Stamping Set, to be used by the City at its discretion for Beacon Hill Park improvements, art, services and/or maintenance. Enhancements of the public trailhead would benefit the overall community.

4. Developer shall construct approximately 700 feet of 10-foot-wide pathway gap on the south side of 12 Mile Road to create a connection from the existing bike path, located along the east side of Meadowbrook Road, and the new sidewalk being constructed with The Grove within the first phase of the Development and prior to the issuance of the first FCO. Trinity agrees to provide Developer with such construction and other easements over the Remaining Trinity Property to the extent required to construct the pathway. Off-site easements/right-of-way for the pathway shall be dedicated to the City prior to the issuance of Stamping Sets for the Development.

5. Subject to SMART approval as to the precise location and design, Developer shall relocate the SMART bus stop to the east and enhance the area with landscaping and seating along

12 Mile Road. At least 8 bike parking spaces shall be provided. The bus stop improvements shall be completed as part of the first phase of the Development, prior to the issuance of the first FCO.

6. Developer shall preserve approximately 1/3 of the property as open space with most of the units abutting or overlooking open space, as shown on the PRO Plan.

7. Developer shall construct an 8-foot wide shared-use public pathway within the Development to provide pedestrian and bicycle connectivity between Meadowbrook Road and 12 Mile Road. The pathway will be constructed at the time buildings adjacent to the pathway are constructed and shall be completed within two (2) years of the issuance of the first FCO within each such phase. The Master Deed for the Development shall include a notice that the pathway is for use by the public and the unit owners in the Development, but shall be maintained by the Developer and the Association, thereafter. Signage identifying the public pathway shall be installed at the entrance to the pathway along Meadowbrook and the entrance of the pathway and 12 Mile Road upon completion of the pathway. Notwithstanding the above, the pathway shall be completed within five (5) years of the issuance of the first building permit within the Development.

8. Developer shall provide conservation easements protecting approximately 10 acres of woodland and woodland replacement areas and approximately 15.5 acres of wetland and wetland mitigation areas, which represents over 47% of the property and could not be required under typical development conditions, to be recorded prior to the issuance of the first building permit within the Development. Developer shall develop a plan for the removal of invasive species from the wetland areas for City review with the final site plan submittal, and implement the first removal treatment prior to the issuance of the first building permit for the Development. Wetland and woodland signage delineating protected areas shall be installed prior to the issuance of the first FCO for each Phase. The signs must be permanently maintained as posted by the Developer, and the Association after transition of control.

9. The Development shall be limited to approximately 4.23 dwelling units per acre, which is a lower density from what

would be permissible in the RM-1 zoning district (up to 7.3 dwelling units per acre permitted).

10. Developer shall dedicate approximately 1,648 lineal feet of future right-of-way (60-foot width) along the entire Meadowbrook Road frontage, a total land area of about 2.32 acres, prior to issuance of the first building permit within the Development.

11. Developer shall provide the community amenities shown in the PRO Plan, except as otherwise stated in this Section above, prior to the issuance of the first FCO in each phase accordance with the phasing plan to be approved as part of the site plan approval process. Developer, at its option, may construct a clubhouse and/or pool or other amenities where the pickleball court and playscape are currently shown. Provision of amenities shall occur with development of The Meadows. The clubhouse shall meet all requirements of the Zoning Ordinance at the time of site plan approval for the clubhouse, which may occur at a later date after approval of the preliminary or final site plan. Any changes to recreation amenities will require submittal of a site plan for review and approval following the City's standard procedures. Amenities may be changed but not eliminated.

13. Building height within the Development shall be limited to 30 feet, which is less than the 35 feet permitted in the RM-1 District.

14. Developer shall construct the off-site road and entranceway improvements as shown on the PRO Plan by phase, prior to the issuance of the first FCO within each Phase of the Development.

15. If pickleball court(s) are proposed at the time of Final Site Plan submittal, a noise impact statement shall be submitted showing that the activity, with any noise mitigation measures required, will comply with the City's Performance Standards, as set forth in Section 5.14 of the City of Novi Zoning Ordinance, as amended.

16. Developer shall provide the following sustainable design features:

a. Pre-wired garages for one 48 amp 240-volt EV charger (60 amp circuit).

b. All appliances used within the development must be EnergyStar-rated or applicable equivalent standards.

c. All applicable plumbing fixtures shall be WaterSense labeled or applicable equivalent standard.

d. Building material on the exterior façade of a majority of the exterior elevations shall be energy-efficient, durable, and low maintenance, including brick and composite siding.

e. Developer shall use energy-efficient glass/glazing and insulation materials.

f. Developer shall offer a tankless water heater option.

g. Install smart scheduling technology for sprinklers incorporating weather and soil moisture measurements.

h. Developer shall construct the pathway network and infrastructure as shown on the PRO Plan that reduces emissions and promotes pedestrian connectivity with bike/pedestrian friendly streets, and bicycle parking in units throughout the site prior to first unit building permit in each Phase and/or as set forth above.

i. Developer shall provide benches made with recycled materials to be used throughout the open space areas prior to the issuance of the first FCO for each Phase.

17. Developer shall include a notice in the Master Deed and Bylaws that the Trinity Retained Property is zoned OST and may be developed with any of the uses permitted in that district, and is designated in the Master Plan asGeneral Mixed Use.

c. Access: The timing of the installation of roads, drives, and curb cuts shall be determined at the time of preliminary site plan approval, including phasing plan approval, if requested and approved. Roads, drives, and curb cuts shall be complete to the extent required for occupancy in accordance with Chapter 26.5 of the City of Novi Code of Ordinances, as amended.

Developer shall ensure that once constructed, all required vehicular and pedestrian access shall remain open to all required parts of the Development and be properly maintained, including but not limited to the public and private sidewalks, street sign and traffic control measures and exterior light fixtures.

d. Water and Sewer: Developer shall construct and install the improvements and/or connections tying into the municipal water and sewage systems.

All water and sewer improvements shall be designed and constructed by Developer in accordance with the approved PRO Plan and all applicable Legal Requirements, subject to final engineering plan approval at the time of site plan review. Such water and sanitary sewer facilities, including any on-site and off-site facilities, if any, extensions, and easements to reach the area to be served, shall be provided by and at the sole expense of the Developer, and shall be completed and approved by phase as determined at the time of site plan approval before issuance of any building permits for any building within that phase and in accordance with Chapter 26.5 of the City of Novi Code of Ordinances.

e. Storm Water: The storm water management system for the Property shall be approved by the City as part of the review and approval of the site plan for the Property. In general, the storm water collection, pre-treatment, storage, and transportation facilities shall be included as part of the final engineering plan independently approved for the Development. The Development shall be constructed to achieve a storm water management system that assures that the quality and quantity of storm water will be in accordance with all applicable ordinances, regulations, and laws and shall be completed and approved by phase as determined at the time of site plan approval before issuance of any building permits for any building within that phase and in accordance with Chapter 26.5 of the City of Novi Code of Ordinances. Soil borings as required by the City's Engineering Design Manual will be provided with final site plan submittal.

f. Phasing: The Development may be constructed in a single or multiple phases. If the Development is to be constructed in phases, a phasing plan must be provided at the time of Preliminary Site Plan submittal. Each phase, together with proceeding phases, must be able to stand on its own with regard to roads, utilities, open space, parking, emergency access, landscaping and other requirements of the City's Ordinances. Further details of each phase are required with the Final Site Plan stage, including all grading, utilities, access roads and

paths, landscaping, buildings, amenities, wetland mitigation design, woodland replacements, and hydrant coverage. Required cost estimates shall be broken down by each phase. Separate pre-construction meetings and financial guarantees will be required for each phase proposed. The phasing plan may be revised by the Developer, subject to City review and approval for compliance with this Agreement and City Ordinances.

iv. **Performance Guarantees**. The City shall require Developer (or its contractors as may be applicable) to provide performance and financial guarantees for the completion of the improvements by phase in accordance with an approved phasing plan, including, without limitation, road, right-of-way improvements, water mains, sanitary sewers, storm drains, site amenities, and landscaping and tree planting activities. Such financial guarantees shall cover the site improvements for the project as provided in the City Code. Such financial guarantees may include cash deposits, surety bonds or letters of credit as allowed by the current provisions of the City's Code. Deposit and administration of financial guarantees shall be subject to the requirements and conditions of Chapter 26.5 of the City of Novi Code and any other related rules or regulations. Any deviations or requests for relief from this provision shall be considered by City Council as a deviation from Chapter 26.5, and will not require an amendment to this Agreement or PRO Plan if approved by the City Council.

v. **Compliance with Laws**. The development and use of the Property shall be in accordance this Agreement, the PRO Plan and with all applicable laws, ordinances, and regulations including all applicable setback requirements of the Zoning Ordinance under the Proposed Classification, except as expressly authorized in this Agreement and PRO Plan, all storm water and soil erosion requirements and measures, both throughout the site during the design and construction phases of the Development and during the subsequent use of the Property as contemplated in this Agreement, and all traffic laws.

vi. **Other City Authority**. Nothing in this Agreement shall prevent the City from exercising its regulatory and other authority with respect to the Property and the Development in a manner consistent with the PRO Plan and this Agreement.

vii. **Application Fees; Connection Fees**. The Developer shall be responsible to pay all application and review fees as and when required under the City Ordinances, including but not limited to planning, engineering, legal, and any consultant fees in connection with the review and approval of the Development. Such amounts shall be due upon invoice, and failure to pay amounts owed shall entitle the City to cease review, approval, and/or issuance of permits. In addition, the Developer shall pay all required water

and sewer connection and tap charges and fees, without reduction, as provided in the City Ordinances, separately for each phase as and when required. Such fees may be timely paid by others in connection with the development of individual unit owners.

viii. **Property Maintenance Obligations.** Until such time as the Developer turns over to a condominium association or associations such maintenance obligations for the Development or any phase thereof, Developer agrees, at its expense, to operate, maintain, repair, manage, and improve the entire Development site during buildout of all phases of the Development. Developer shall be responsible to preserve and maintain the roads, unless and until dedicated to the public, parks, open space, storm water drainage facilities, driveways, sidewalks and pathways, and any and all areas disturbed in connection with the Development to ensure that the same continue to function as intended, and are stabilized, and meet all standards of applicable laws and ordinances for property maintenance, including, but not limited to regular snow and ice removal. Developer shall establish a regular and systematic program of maintenance for the development to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and maintained.

Notwithstanding any other remedies in this Agreement, in the event that Developer shall at any time fail to carry out the responsibilities above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon Developer setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place of the hearing before the City Council, or such other Council, body, or official delegated by the City Council, for the purpose of allowing Developer to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken.

At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council or other body or official designated to conduct the hearing determines that the required maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred,

shall be paid by Developer, and such amount shall constitute a lien on the property.

The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Developer, all unpaid amounts may be placed on the delinquent tax roll of the City and shall accrue interest and penalties, and be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Developer, and, in such event, the Developer shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

ix. **Staff and Consultant Review Letters.** Developer shall comply with all conditions listed in the staff and consultant review letters not inconsistent with the terms of this Agreement as set forth in **Exhibit D**. City approval of the Final Site Plan shall be deemed satisfaction of the conditions listed in the staff and consultant review letters.

x. **Developer and Owner Representations.** Developer and Owner (to the extent provided below) hereby makes the following acknowledgments, representations, and warranties to City, which representations and warranties shall be true and correct as of the date hereof:

a. Developer is duly organized and validly existing, in good standing under the laws of the state of Michigan, authorized to do business under the laws of the state of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of this Agreement. Developer has provided City with an accurate and complete copy of its Articles of Organization and Certificate of Good Standing in effect as of the date of this Agreement ("Organizational Documents") and agrees to provide accurate and complete copies of any revisions or modifications to the Organizational Documents.

b. Developer and Owner have no notice of and there is no pending litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Developer or its principals from carrying out the covenants and promises made herein.

c. Developer is financially able to complete the Development.

d. Developer shall construct all improvements for the Development in a good and workmanlike manner employing quality contractor(s), construction manager(s), and other professional possessing the requisite experience and competency to construct such improvements.

e. Developer represents that it has sufficient control of its contractors, employees, agents, suppliers, clients, and other consultants that it can comply with all provisions of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Developer Obligations and Rights**. Upon execution of this Agreement by the parties:

   a. The Property shall be developed only in accordance with the Undertakings, the PRO Plan, the PRO Conditions, Legal Requirements, City Ordinances (as amended), and this Agreement (collectively, the "**PRO Documents**");

   b. Developer shall comply with the PRO Documents;

   c. Developer shall forbear from acting in a manner inconsistent with the PRO Documents;

   d. Developer shall complete all actions necessary to carry out all of the obligations in the PRO Documents.

   e. This Agreement authorizes Developer to pursue and obtain preliminary and final site plan approvals and other City permits and approvals consistent with the PRO Plan and this Agreement.

2. **Authorized Deviations**. The following deviations from the standards of the Zoning Ordinance are hereby authorized pursuant to §7.13.2.C.i.c.(2) of the City's Zoning Ordinance:

   a. A Zoning Ordinance deviation from Section 3.1.7.D to reduce the building setbacks from 75 feet to 50 feet along the north, east, and south property lines, as sufficient screening appears to be proposed.

   b. A Zoning Ordinance deviation from Sec. 3.8.2.D to revise the required orientation of the buildings from a minimum of 45 degrees in certain locations. This allows for a more uniform site layout with all of the units backing up to open space/wooded areas.

c. A Zoning Ordinance deviation from Sec 3.8.2.H to reduce the building separation distance from the calculated formula as shown on the Building Separation Table on Sheet SP-3.6 of the PRO Plan. This deviation enables the layout of this project to fit within the available space while minimizing wetland and woodland impacts.

d. A Zoning Ordinance deviation from Section 5.10 allows for perpendicular parking on the major drives. This deviation is requested due to the impracticality of providing a minor road (defined as less than 600 feet in length) given the site constraints (woodlands, wetlands, and property configuration). Perpendicular parking for guests is proposed on four Major Drives (Simi Drive, Beckham Drive, Elle Parkway, and Ari Crest) in several locations, where driveways are also proposed. The parking spaces will not cause any more disruption on the roadway than cars that will be backing out of the driveways.

e. A Zoning Ordinance deviation from Section 5.10 to allow on-street parking on curves with less than a 230-foot centerline radius. The deviation is supported as the parking spaces will not cause any more disruption on the roadway than cars that will be backing out of the driveways.

f. A landscape deviation from Section 5.5.3.A.ii to not provide a 4-foot, 6-inch to 6-foot-high landscape berm on a proposed RM-1 district adjacent to an OST district on the north, east and south side. This deviation is supported because of topography and the provision of dense landscaping and/or preserved trees along the property lines.

g. A landscape deviation from Section 5.5.3.B.ii for the required greenbelt berm and plantings along 12 Mile and Meadowbrook Road due to the existing natural areas to be preserved, and a heavily landscaped detention basin.

3. **Revocation of Rights.** In the event Developer attempts to or proceeds with actions to complete improvement of the Land in any manner other than as described herein and shown on **Exhibit B**, or if Developer refuses to or cannot comply with the PRO Conditions, the City shall be authorized to revoke all outstanding building permits and certificates of occupancy issued for such building and use.

4. **Modifications; Required Amendments**. Minor modifications to the approved PRO Plan(or any preliminary or final site plan approved hereafter) may be approved administratively if the Zoning Ordinance (interpreted as though the approved PRO Plan is an approved site plan for purposes of this Paragraph only) would otherwise allow an administrative site plan review and approval, so long as the City Planner determines that the modifications (i) are minor, (ii) do not deviate

from the general intent of the PRO Plan, and (iii) do not result in increased impacts on the surrounding development and existing infrastructure. The Planning Commission shall also be permitted to authorize amendments to the PRO Plan in its review of the site plans for the Development, with regard to parking-related, landscaping-related, and façade-related requirements, provided it would otherwise have that authority under the Zoning Ordinance.

Revisions to the PRO Plan, preliminary site plan and/or final site plan approved thereafter, such as to the types and locations of amenities offered to residents (but not the elimination of amenities), reducing the number of residential units within a building envelop by enlarging or revising the interior residential unit size or layout, reducing the size of buildings, interchanging one unit type for another approved unit type among the Villages, a non-material change to a dimensional variation (as determined by City Staff), or certain revisions to building facades may be considered Minor Modifications which may be approved administratively based on the standards provided above in parts (i)–(iii), and provided that the modifications do not involve a greater number of residential units, any reduction to open space requirements, new deviations from ordinance standards, or to the elimination or material change to any of the Developer Enhancements set forth in this Agreement (paragraph F.iii.a.1-18). A revision such as detaching individual units from multi-family buildings in one or more of the Villages or material change to a dimensional variation, or significant changes to the approved façade materials or quantities, or other modifications of a similar scope (as determined by City Staff) would be considered a Major Modification requiring approval of the Planning Commission, or Amendment of the PRO Agreement if deviations outside the authority of the Planning Commission are requested.

5. **Condition Precedent**. The parties acknowledge that Developer does not yet hold title to the Property, and that commencement of construction of the Development will occur after Developer or its assignees or designees close on the acquisition of the Property from Trinity (the "Condition Precedent"). If Developer or its assignees or designees does not acquire the Property from Trinity and the right to acquire the Property from Trinity has terminated, then either Trinity or the City may elect to terminate this Agreement by written notice to the other parties. The recording of deed(s) vesting title to the Property in Developer (or its successors or assigns) shall automatically be deemed satisfaction of the Condition Precedent and, upon such deemed satisfaction of the Condition Precedent, this paragraph 4 shall automatically be null and void. If required by applicable City Code, the City will process an application to separate the Property from the Trinity Retained Property so that separate tax identification numbers can be issued for each property prior to commencement of the Development.

6. **General Provisions:**

a. The Zoning Board of Appeals (the "ZBA") shall have no jurisdiction over the Property or the application of this Agreement until after site plan approval and construction of the Development as approved therein. In no event shall the ZBA be permitted to vary any terms or conditions of this Agreement. As signage has not been reviewed as part of this Agreement, the applicant shall apply for sign permits under the typical process. If variances from the sign ordinance are required, the applicant shall be permitted to seek relief from the ZBA.

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

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

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

this Agreement did not contain the particular part, term, or provisions held to be invalid.

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

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

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

h. This Agreement and all of its covenants, restrictions, and conditions are made for the benefit of the Property and the community and shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. The Parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement. All references to the "Developer" in this Agreement shall also include all respective heirs, successors, and assigns of Developer, all future owners of any parcels or units created by the proposed land divisions or condominium(s). The City shall have the right to enforce the Agreement and its covenants, restrictions, and conditions against Developer or its heirs, successors, and assigns.

i. This Agreement shall be recorded in the Oakland County Register of Deeds.

j. Developer has negotiated with the City the terms of the PRO Plan, the PRO Conditions, and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of

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

Developer further agrees and acknowledges that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the PRO Plan, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

k. Developer acknowledges that, at the time of the execution of this Agreement, Developer has not yet obtained site plan or engineering approvals for the Property. Developer acknowledges that the Planning Commission and City engineering staff/consultants may impose additional conditions other than those contained in this Agreement during site plan and engineering reviews and approvals as authorized by law; provided, however, that any such additional conditions shall not be inconsistent with the PRO Plan and this Agreement and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement.

l. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Parties.

m. The Recitations contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement. Headings are descriptive only. The Exhibits attached hereto are as follows:

Exhibit A - Description & Depiction of the Property

Exhibit B – Description & Depiction of the Trinity Retained Property

Exhibit C - PRO Plan

Exhibit D – Staff and Consultant Review Letters

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

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

p. Where there is a question with regard to applicable regulations for a particular aspect of the Development, construction and use of all or any portion of the Property, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no express provisions of the PRO Plan and this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as such Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PRO Plan and this Agreement and does

not delay, change or eliminate any development rights authorized by the PRO Plan and this Agreement. In the event of a conflict or inconsistency between two or more provisions of the PRO Plan (including notes thereto) and/or this Agreement or between such documents and applicable City ordinances the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

q. The Parties acknowledge and agree that they have had the opportunity to have the PRO Plan and this Agreement reviewed by legal counsel.

r. This Agreement is subject to termination and/or expiration in accordance with and as provided by the City's Zoning Ordinance.

s. This Agreement may be signed in counterparts.

{Signatures begin on following page}

DEVELOPER:
IVANHOE COMPANIES, LLC, a Michigan Limited Liability Company

_____
By:_____
Its:_____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2026, before me appeared Gary Shapiro of **IVANHOE COMPANIES, LLC, a Michigan Limited Liability Company,** on its behalf.

_____
Notary Public
_____ County
Acting in _____ County
My commission expires: _____

{Signatures continue on following page}

TRINITY HEALTH-MICHIGAN, a Michigan Non-Profit Corporation, f/k/a Mercy Health Services

_____
By:_____
Its:_____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2026, before me appeared _____ **of TRINITY HEALTH-MICHIGAN, a Michigan Non-Profit Corporation, f/k/a Mercy Health Services,** on its behalf.

_____
Notary Public
_____ County
Acting in _____ County
My commission expires: _____

{Signatures continue on following page}

CITY OF NOVI

_____
By: Justin Fischer
Its: Mayor

_____
By: Cortney Hanson
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2026, before me appeared **Justin Fischer and Cortney Hanson**, who stated that they had signed this document of their own free will on behalf of the **City of Novi** in their respective official capacities, as stated above.

_____
Notary Public
_____ County
Acting in _____ County
My commission expires: _____

Drafted by:

Elizabeth Kudla Saarela
Rosati, Schultz, Joppich & Amstbuechler, PC
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-5627

When recorded return to:

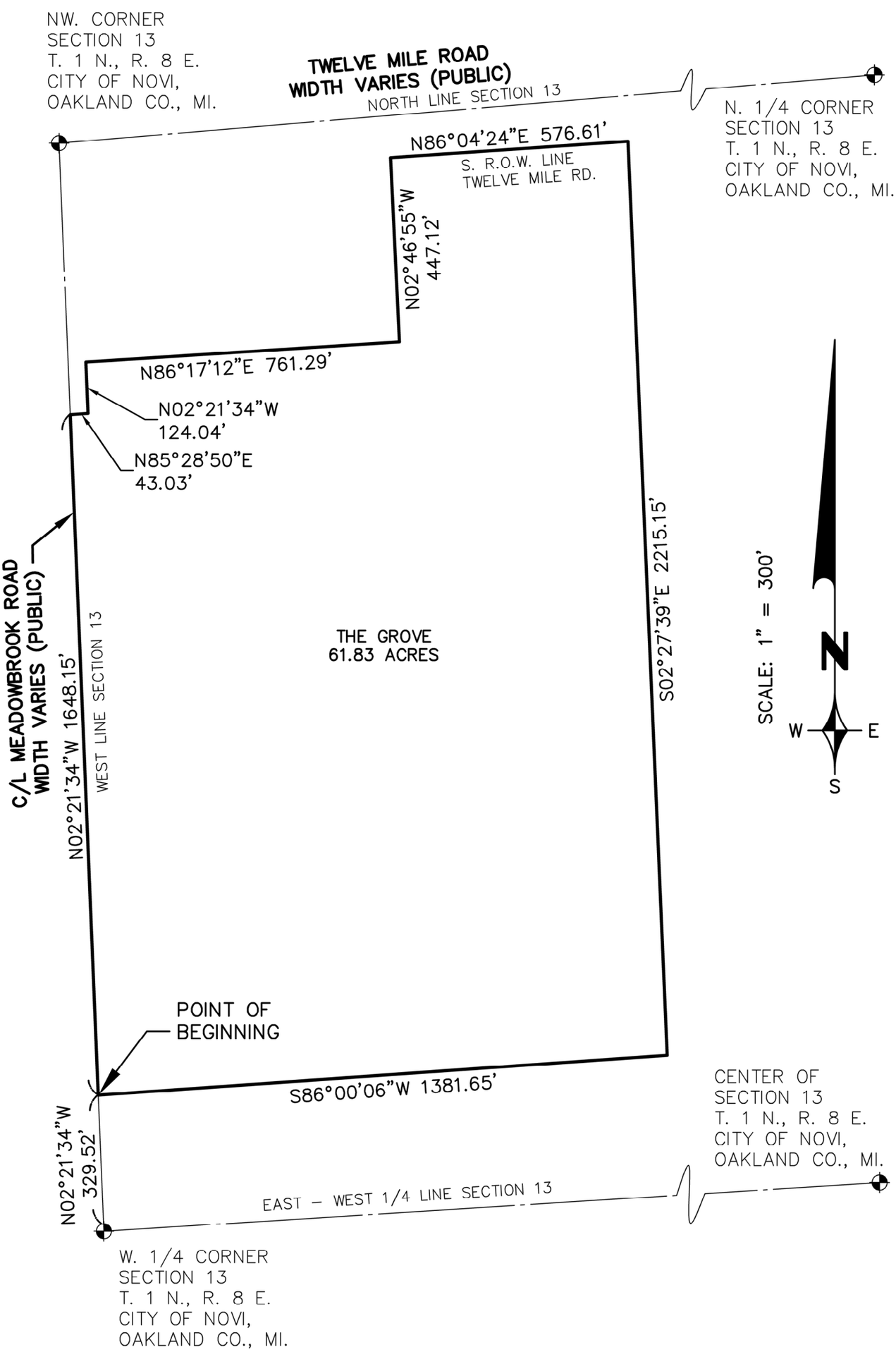
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

{Exhibits commence on following page}

Exhibit A

Description & Depiction of the Property

EXHIBIT 'A'



REVISIONS		
ITEM	DATE	BY

EXHIBIT 'A'
THE GROVE
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

ZEIMET WOZNIAK & ASSOCIATES
Consulting Civil Engineers
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	SCALE HOR: 1" = 300'
3-12-26	FIELD BOOK NO.
DESIGNED BY AJW	JOB NO. 22149
DRAWN BY PTG	SHEET NO. 1/2

© COPYRIGHT 2026

EXHIBIT 'A'

THE GROVE LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE N. 02°21'34" W. 329.52 FEET ALONG THE WEST SECTION LINE OF SECTION 13, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD (WIDTH VARIES), TO THE POINT OF BEGINNING; THENCE CONTINUING N02°21'34"W 1648.15 FEET ALONG SAID WEST SECTION LINE; THENCE N. 85°28'50" E. 43.03 FEET TO A POINT ON THE 43 FOOT WIDE EASTERLY RIGHT-OF-WAY LINE OF SAID MEADOWBROOK ROAD, AS DESCRIBED FROM WARRANTY DEED LIBER 11987, PAGE 63 AND LIBER 12016, PAGE 168, OAKLAND COUNTY RECORDS; THENCE N. 02°21'34" W. 124.03 FEET ALONG SAID DESCRIBED LINE; THENCE N. 86°17'12" E. 761.29 FEET; THENCE N. 02°46'55" W. 447.12 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF TWELVE MILE ROAD (WIDTH VARIES); THENCE N. 86°04'24" E. 576.61 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 13 (AS MONUMENTED); THENCE S. 02°27'39" E. 2215.15 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF MEADOWBROOK CORPORATE PARK CONDOMINIUM, PLAN NO. 1485, RECORDED IN LIBER 38286, PAGE 609, OAKLAND COUNTY RECORDS; THENCE S. 86°00'06" W. 1381.65 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINS 2,693,340 SQUARE FEET (61.83 ACRES) MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

REVISIONS		
ITEM	DATE	BY

EXHIBIT 'A'
THE GROVE
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

ZEIMET WOZNIAK & ASSOCIATES
Consulting Civil Engineers
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

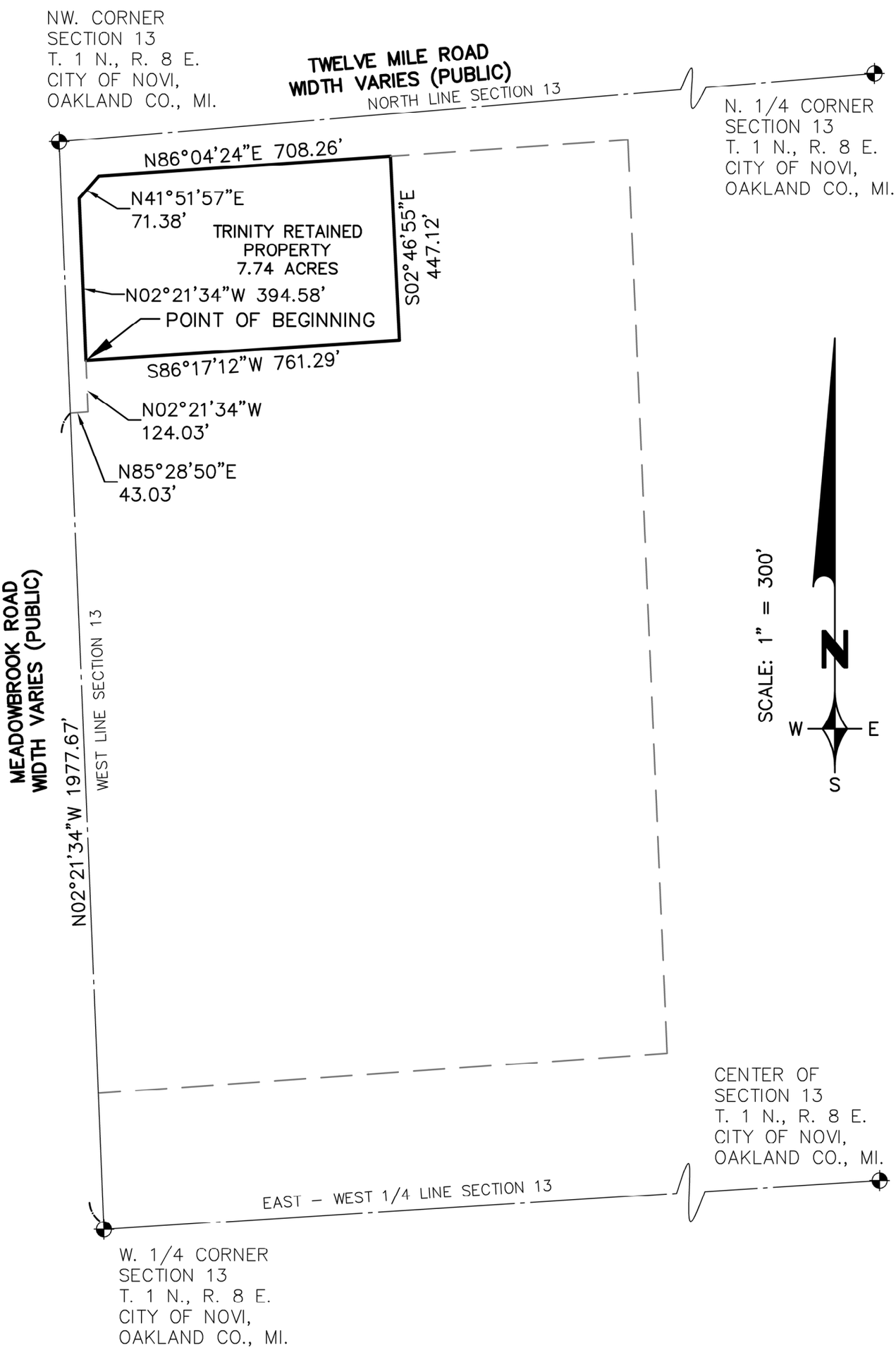
DATE	SCALE HOR: 1" = 300'
3-12-26	FIELD BOOK NO.
DESIGNED BY AJW	JOB NO. 22149
DRAWN BY PTG	SHEET NO. 2/2

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Exhibit B

Description & Depiction of Trinity Retained Property

EXHIBIT 'B'



REVISIONS		
ITEM	DATE	BY

EXHIBIT 'B'
TRINITY RETAINED PROPERTY
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

ZEIMET WOZNIAK & ASSOCIATES
Consulting Civil Engineers
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	SCALE
3–12–26	HOR: 1" = 300'
	FIELD BOOK NO.
DESIGNED BY: AJW	JOB NO.: 22149
DRAWN BY: PTG	SHEET NO.: 1/2

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EXHIBIT 'B'

TRINITY RETAINED PROPERTY LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE N. 02°21'34" W. 1,977.67 FEET ALONG THE WEST SECTION LINE OF SECTION 13, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD (WIDTH VARIES); THENCE N. 85°28'50" E. 43.03 FEET TO A POINT ON THE 43 FOOT WIDE EASTERLY RIGHT-OF-WAY LINE OF SAID MEADOWBROOK ROAD, AS DESCRIBED FROM WARRANTY DEED LIBER 11987, PAGE 63 AND LIBER 12016, PAGE 168, OAKLAND COUNTY RECORDS; THENCE N. 02°21'34" W. 124.03 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID DESCRIBED LINE THE FOLLOWING TWO (2) COURSES: 1.) N. 02°21'34" W. 394.58 FEET; 2.) THENCE N. 41°51'57" E. 71.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TWELVE MILE ROAD (WIDTH VARIES); THENCE N. 86°04'24" E. 708.26 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S. 02°46'55" E. 447.12 FEET; THENCE S. 86°17'12" W. 761.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 337,297 SQUARE FEET (7.74 ACRES) MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

REVISIONS		
ITEM	DATE	BY

EXHIBIT 'B'
TRINITY RETAINED PROPERTY
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

ZEIMET WOZNIAK & ASSOCIATES
Consulting Civil Engineers
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

DATE	SCALE HOR: 1" = 300'
3-12-26	FIELD BOOK NO.
DESIGNED BY AJW	JOB NO. 22149
DRAWN BY PTG	SHEET NO. 2/2

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Exhibit C

PRO Plans

PLANNED REZONING OVERLAY (PRO) PLAN

THE GROVE

NOVI, MICHIGAN

DEVELOPER:
IVANHOE COMPANIES
6689 ORCHARD LAKE ROAD, SUITE 314
WEST BLOOMFIELD, MI 48322
(248) 626-6114
GARY SHAPIRO

CIVIL ENGINEER:
ZEIMET-WOZNIAK AND ASSOCIATES, INC.
55800 GRAND RIVER AVE, SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 www.zeimetwozniak.com
ANDY WOZNIAK

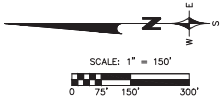
LANDSCAPE ARCHITECT:
ALLEN DESIGN
557 CARPENTER
NORTHVILLE, MICHIGAN 48167
P: (248) 467-4668
JIM ALLEN, RLA

WETLAND/WOODLAND CONSULTANT:
BARR ENGINEERING
3005 BOARDWALK DR. SUITE 100
ANN ARBOR, MICHIGAN 48108
P: (734) 922-4414
FRAN THOMPSON

ARCHITECT:
T.R.-DESIGN GROUP, LLC
6001 N. ADAMS RD., STE 202
BLOOMFIELD HILLS, MI 48304
(248) 792-3256
JASON (J.R.) RUTHIG, AIA

PLANNER:
CINCAR CONSULTING GROUP, LLC
17199 N. LAUREL PARK DRIVE, SUITE 204
LIVONIA, MI 48152
(248) 867-8942
BRAD STRADER







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SP-2	OVERALL EXISTING CONDITIONS
SP-3	OVERALL SITE PLAN
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C1 OF 3	OPTION 1
C2 OF 3	OPTION 2
C3 OF 3	OPTIONS 3 AND 4

NOTE:

THESE PLANS ARE THE PROPERTY OF ZEIMET-WOZNIAK & ASSOCIATES, INC. NO CONSTRUCTION STAKING OR CONSTRUCTION INSPECTION OR CONSTRUCTIVE USE OF THESE PLANS SHALL BE MADE BY ANYONE WITHOUT THE WRITTEN AUTHORIZATION BELOW.

AUTHORIZATION BY:_____

ZEIMET-WOZNIAK & ASSOCIATES, INC. SHALL NOT BE RESPONSIBLE FOR MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF CONSTRUCTION, NOR FOR SAFETY ON THE JOB SITE, NOR SHALL ZEIMET-WOZNIAK & ASSOCIATES, INC. BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE OWNER AND ENGINEER FROM ALL LIABILITIES FOR INJURY TO PERSONS, OR DAMAGE TO OR LOSS OF PROPERTY, OR ANY OTHER LOSS, COST OR EXPENSE, AS A RESULT OF THE ACTIONS OF THE CONTRACTOR, HIS EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

ALL CONTRACTORS SHALL NAME ZEIMET-WOZNIAK & ASSOCIATES, INC. AS ADDITIONALLY INSURED ON ALL INSURANCE POLICIES.

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

FIRE DEPARTMENT NOTES:

1. WATER MAINS AND FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL PRIOR TO ANY COMBUSTIBLE MATERIAL IS BROUGHT ON-SITE (IFC 2015 33I2.1)
2. ALL NEW MULTIFAMILY RESIDENTIAL BUILDINGS SHALL BE NUMBERED WITH A MINIMUM 10" HIGH BY 1" WIDE NUMBERS A MINIMUM 15 FEET ABOVE THE GROUND ON THE BUILDING WHERE READILY VISIBLE FROM THE STREET SIDE.
3. FIRE APPARATUS DRIVES TO AND FROM BUILDINGS THROUGH PARKING LOTS SHALL HAVE A MINIMUM 50 (50) FOOT OUTSIDE TURING RADIUS AND DESIGNED TO SUPPORT A MINIMUM OF THIRTY-FIVE (35) TONS.
4. IMMEDIATE ACCESS TO FIRE DEPARTMENT CONNECTIONS SHALL BE MAINTAINED AT ALL TIMES AND WITHOUT OBSTRUCTION BY FENCES, BUSHES, TREE, WALLS, OR ANY OTHER OBJECT FOR A MINIMUM OF 3-FEET.
5. FIRE LANES SHALL BE DESIGNATED BY THE FIRE CHIEF. THE MINIMUM WIDTH OF A POSTED FIRE LANE IS 20' AND THE MINIMUM CLEAR HEIGHT OF THE FIRE LANE IS 14'.
6. PROPOSED BUILDINGS DO NOT HAVE FIRE SUPPRESSION SYSTEMS.

GENERAL SITE NOTES:

1. ALL WORK SHALL CONFORM TO THE CITY OF NOVI'S CURRENT STANDARDS AND SPECIFICATIONS.
2. CALL MISS DIG (1-800-647-7344 / 1-800-MISS DIG) A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO EXISTING UNDERGROUND UTILITIES CAUSED BY HIS OPERATIONS.
4. TRENCHES UNDER OR WITHIN 3 FT. OF EXISTING OR PROPOSED PAVEMENTS, DRIVEWAYS, AND/OR SIDEWALKS SHALL BE BACKFILLED AND COMPACTED WITH MDOT CLASS II SAND.
5. WHERE UTILITIES CROSS, PROVIDE POROUS BACKFILL TAMPED IN 12" LAYERS TO THE UNDERSIDE OF THE HIGHER UTILITY. A 6" MIN. SAND CUSHION SHALL BE PROVIDED BETWEEN UTILITIES.
6. ALL SEWER CONSTRUCTION SHALL HAVE MDOT CLASS II BEDDING UNLESS OTHERWISE SPECIFIED ON THE PROFILES.
7. ALL ELEVATIONS ARE BASED ON USGS NAVD83 DATUM.
8. ALL DISTURBED AREAS SHALL BE PROPERLY RESTORED BY THE CONTRACTOR.
9. ALL SOIL EROSION AND SILT MUST BE CONTAINED ON THE SITE.
10. THE CONTRACTOR SHALL AT ALL TIMES PROVIDE EMERGENCY ACCESS TO PROPERTY FOR THE POLICE, FIRE DEPARTMENT, AMBULANCES OR OTHER EMERGENCY VEHICLES TO PROTECT LIFE, HEALTH AND PROPERTY.
11. PAVED STREETS AND DRIVEWAYS MUST BE MAINTAINED IN A REASONABLE STATE OF CLEANLINESS AND THE CONTRACTOR SHALL REMOVE ACCUMULATIONS OF DEBRIS CAUSED BY CONSTRUCTION OPERATIONS.
12. CONTRACTOR SHALL PROVIDE ALL NECESSARY SHEETING, SHORING, DEWATERING, BRACING, TRENCH BOXES, ETC, TO PERFORM WORK SAFELY AND PROTECT EXISTING UTILITIES AND IMPROVEMENTS IN ACCORDANCE TO MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (MIOSHA).
13. IF DEWATERING IS ANTICIPATED OR ENCOUNTERED DURING CONSTRUCTION, THEN A DEWATERING PLAN MUST BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE CITY'S ENGINEERING DIVISION FOR REVIEW AND APPROVAL.
14. ALL CONTRACTORS MUST OBTAIN A PERMIT FROM THE CITY OF NOVI FOR ANY WORK WITHIN THE RIGHT-OF-WAY OF MEADOWBROOK ROAD.
15. ALL CONTRACTORS MUST OBTAIN A PERMIT FROM THE ROAD COMMISSION FOR OAKLAND COUNTY FOR ANY WORK WITHIN THE RIGHT-OF-WAY OF 12 MILE ROAD.
16. ALL PAVEMENT MARKINGS, TRAFFIC CONTROL SIGNS, AND PARKING SIGNS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.



ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
SUBMITTAL	7/26/24								
PRO SUBMITTAL	7/09/25								
PRO SUBMITTAL	8/22/25								
PRO UPDATE	9/12/25								

ZEIMET WOZNIAK & ASSOCIATES
Consulting Civil Engineers
55800 GRAND RIVER AVE. SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

MISS DIG 811 — THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

PROJECT SPONSOR:
IVANHOE COMPANIES
6689 ORCHARD LAKE ROAD, SUITE 314
WEST BLOOMFIELD, MI 48322 (248) 626-6114

COVER SHEET
THE GROVE
NOVI, MICHIGAN

DATE 7/14/24	SCALE	HOR: 1" = 150' VER: 1" = N/A	
DESIGNED BY SRB	JOB NO.	22149	
DRAWN BY DAB	SHEET	SP-1	

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BENCHMARKS:

CITY BM #1231–
'X' ON NORTH RIM OF GATE VALVE LOCATED 8 FEET NORTH OF DRIVE INTO PRV, 45 FEET EAST OF CENTERLINE OF MEADOWBROOK ROAD, 700 FEET NORHT OF CENTERLINE OF 12 MILE ROAD
NORTHING: 365052.492
EASTING: 13368796.58
ELEV.: 922.9876

CITY BM #1312–
'X' ON NORTH RIM OF GAVE VALVE LOCATED 670 FEET EAST OF THE INTERSECTION OF MEADOWBROOK ROAD AND 12 MILE ROAD, SOUTH OF WEST BOUND 12 MILE ROAD INTERSECTION, 4 FEET SOUTH OF BACK OF CURB
NORTHING: 364317.6108
EASTING: 13369467.09
ELEV.: 917.5438
917.48 SHOT JOB #22149

LEGEND

	BOUNDARY LINE	F-TBAR	FOUND T-BAR
	PARCEL LINE	SCI	SET CAPPED IRON
	SECTION LINE	(M)	MEASURED
	EASEMENTS	(R)	RECORD
//—//—	FENCE LINE	CL	CENTERLINE
	SANITARY SEWER	R.O.W.	RIGHT OF WAY
	STORM SEWER		MANHOLE
	WATER MAIN		CATCH BASIN
	GAS MAIN		END SECTION
	ELECTRIC CABLE		GATE VALVE
	SECTION CORNER		HYDRANT
	FD MON, FCI, FIB, FIP, FCP		WATER SHUT-OFF
	F-TBAR, SCI		UTILITY POLE
FD MON	FOUND MONUMENT		GUY ANCHOR
FCI	FOUND CAPPED IRON		LIGHT POLE
FIB	FOUND IRON BAR		SIGN
FIP	FOUND IRON PIPE	P.O.C.	POINT OF COMMENCEMENT
FCP	FOUND CAPPED PIPE	SB#	SOIL BORING

SOILS LEGEND:
(PER USDA–NRCS WEB SOIL SURVEY FOR OAKLAND COUNTY 7/26/2024)

10B	Marlette sandy loam, 1 to 6 percent slopes
10C	Marlette sandy loam, 6 to 12 percent slopes
12	Brookston and Colwood loams
23B	Sisson fine sandy loam, 1 to 6 percent slopes
27	Houghton and Adrian mucks
31B	Metea loamy sand, 0 to 6 percent slopes
34B	Kibbie fine sandy loam, 0 to 4 percent slopes

N. 1/4 CORNER SECTION 13 T. 1 N., R. 8 E. CITY OF NOVI, OAKLAND CO., MI.

CENTER OF SECTION 13 T. 1 N., R. 8 E. CITY OF NOVI, OAKLAND CO., MI.

STATE OF MICHIGAN MDOT
22–13–100–019

TWELVE MILE ROAD
WIDTH VARIES (PUBLIC)

EXISTING SOUTHERLY TWELVE MILE ROAD RIGHT-OF-WAY

CITY BM #1312

43' WIDE EXISTING MEADOWBROOK ROAD EASTERLY RIGHT-OF-WAY

66' WIDE EXISTING MEADOWBROOK ROAD EASTERLY RIGHT-OF-WAY

C/L MEADOWBROOK ROAD
WIDTH VARIES (PUBLIC)

P.O.C.
NW. CORNER
SECTION 13
T. 1 N., R. 8 E.
CITY OF NOVI,
OAKLAND CO., MI.

MEADOWBROOK CORPORATE CONDOMINIUM PLAN NO. 1
L. 38256, P.

W. 1/4 CORNER SECTION 13 T. 1 N., R. 8 E. CITY OF NOVI, OAKLAND CO., MI.

SCALE: 1" = 100'
0 50' 100' 200'

STRUCTURE TABLE:

POINT	DESCRIPTION	RIM	PIPE SIZE	DIRECTION	INVERT
1002	SANITARY	910.22	12"	N	886.56
			12"	S	886.62
1003	SANITARY	901.29	12"	N	884.29
			12"	S	884.29
1004	SANITARY	902.52	12"	N	882.00
			12"	S	881.96
1007	SANITARY	889.42	12"	N	876.72
			21"	SW	876.17
			18"	SE	876.44
1027	SANITARY	888.34	21"	NE	875.28
			21"	SW	875.20
1363	CATCH BASIN	911.94	15"	N	910.04
1375	SANITARY	891.35	21"	SE	874.21
			21"	NE	874.31
			6"	W	875.20
1377	SANITARY	908.06	8"	N	894.64
			8"	S	894.54
1378	GATE VALVE	909.90	T/PIPE	FULL OF WATER	904.40
1379	SANITARY	906.58	21"	N	879.44
			21"	S	879.44
1486	GATE VALVE	912.74	T/PIPE	FULL OF WATER	907.26
1515	CATCH BASIN	912.92	12"	NW	909.63
				S	909.41
				E	909.39
1547	GATE VALVE	911.45	T/PIPE	FULL OF WATER	902.79
1592	GATE VALVE	907.93	T/PIPE	FULL OF WATER	901.76
1651	CATCH BASIN	906.68	12"	N	903.61
			12"	S	904.01
			15"	E	903.85
			15"	W	903.88
6454	GATE VALVE	923.36	T/PIPE	S	913.96
6455	SANITARY	924.09	8"	W	903.75
			8"	NE	903.63
1365	CATCH BASIN	916.89	15"	N	912.87
6116	GATE VALVE	907.03	T/PIPE	FULL OF WATER	901.08
6074	GATE VALVE	907.82	T/PIPE	FULL OF WATER	901.27
6086	GATE VALVE	908.21	T/PIPE	FULL OF WATER	901.86
6473	SANITARY	922.64	8"	SW	903.43
			8"	N	903.32
6475	CATCH BASIN	921.45	12"	N	915.95
6595	CATCH BASIN	916.84	15"	N	912.48
			15"	S	912.70
6699	CATCH BASIN	916.74	15"	N	909.02
			15"	S	909.32
6727	CATCH BASIN	914.88	15"	NE	908.21
			15"	S	908.23
6752	CATCH BASIN	910.70	15"	N	908.60
			12"	E	909.08
6789	CATCH BASIN	910.06	15"	N	907.90
			12"	E	908.42
6790	CATCH BASIN	912.78	15"	N	907.38
			15"	S	907.38
6880	SANITARY	915.59	8"	T/DIRT N	898.39
			8"	T/DIRT S	898.39
			8"	T/DIRT E	898.39
6881	MH	917.50	---	N	895.73
				S	895.63

THE SURVEYED PROPERTY IS IN A FEDERALLY DESIGNATED FLOOD ZONE X, FIRM MAP No. 26125C0627F, EFFECTIVE DATE 9-29-2006. THE ABOVE FLOOD PLAIN DESIGNATION IS FOR INFORMATION ONLY AND IS BASED ON THE FIRM MAP LISTED ABOVE AVAILABLE ELECTRONICALLY FROM FEMA ON THE DATE OF THIS SURVEY. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

SEE SHEETS SP-7–SP-7.3 FOR SITE BOUNDARY INFORMATION.

SEE SHEETS SP-9–SP-9.8 FOR SITE TOPOGRAPHY AND TREE INFORMATION.

SEE SHEET SP-8 FOR WETLAND SURVEY.

SEE SHEETS SP-9.9–SP-9.10 FOR SOIL BORING INFORMATION.

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
SUBMITTAL	7/26/24								
PRO SUBMITTAL	7/09/25								
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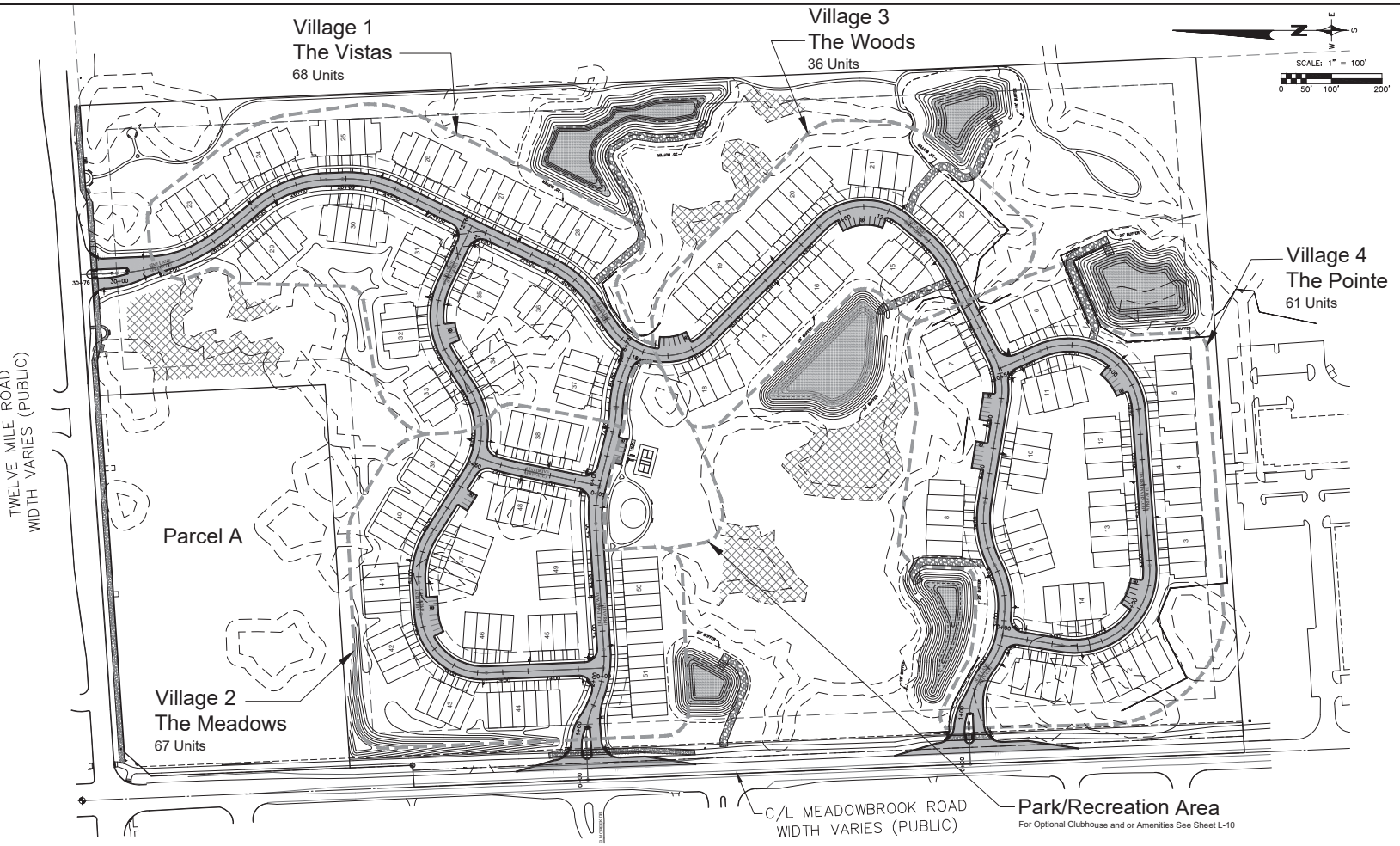
THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

PROJECT SPONSOR:
IVANHOE COMPANIES
6689 ORCHARD LAKE ROAD, SUITE 314
WEST BLOOMFIELD, MI 48322 (248) 626-6114

OVERALL EXISITNG CONDITIONS
THE GROVE
NOVI, MICHIGAN

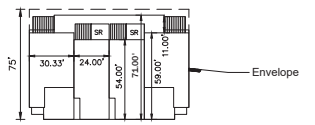
DATE	7/14/24	SCALE	HOR: 1" = 100' VER: 1" = N/A
DESIGNED BY	SRS	JOB NO.	22149
DRAWN BY	PTG	SHEET	SP-2

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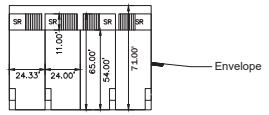
Typical Building Envelopes

The Vistas



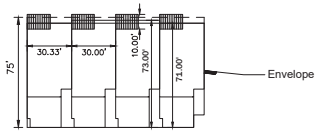
1st floor Primary Suite (end units)
2-Story Townhomes with optional sunroom (interior units)

The Meadows



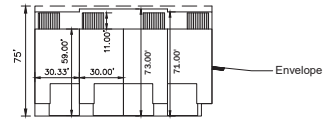
2-Story Townhomes with optional sunroom

The Woods



71' deep Ranch

The Pointe



1st floor Primary Suite

Notes for all Residential Envelopes:
1. Unit mix, size, and location are representative and may vary within the building envelope. Each building envelope will accommodate 3 - 6 units.
2. Unit type (ranch, 1st floor primary, townhome) are interchangeable between villages.
3. Building envelope depth may increase in some locations to accommodate a 75' deep unit. All minimum setback requirements will be maintained.
4. Decks or patios may extend a maximum of 10' beyond the building envelope into the perimeter, side to side, and side to rear setbacks.
5. Minimum Building Width is 24'.
6. Maximum Building Depth is 75'.
7. All units will have 2 or 3 bedrooms.
8. Minimum Driveway Length is 20' from Sidewalks.

Site Summary

Existing Zoning	OST
Proposed Zoning	PRO RM-1
Gross Site Area	69.66 Acres
Less ROW	2.48 Ac
Net Site Area	67.18 Acres
Parcel Breakdown	
Parcel A	
Site Area	7.8 Acres
Less ROW	0.16 Acres
Net Site Area	7.64 Acres
The Grove	
Site Area	61.86 Acres
Less Wetlands 2 ac+	4.69 Acres
Less ROW	2.32 Acres
Net Site Area	54.85 Acres

Unit Breakdown	
The Vistas	68 Units
The Meadows	67 Units
The Woods	36 Units
The Pointe	61 Units
Total	232 Units
Max. Net Density Allowed	5.4 Du/Ac (296 - 3 Bedroom Units)
Max. Net Density Allowed	7.3 Du/AC (400 - 2 Bedroom Units)
Net Density Provided	4.23 Du/ac (232 Units / 54.85 Acres)
24' Units Shown	99 Units (43%)
30' Units Shown	133 Units (57%)

Room Breakdown		
The Vistas	2 - 3 bdrm.	(1,905 s.f. min.)
The Meadows	3 bdrm.	(1,905 s.f. min)
The Woods	2 - 3 bdrm.	(1,958 s.f. min.)
The Pointe	2 - 3 bdrm.	(1,958 s.f. min.)

Parking

The Vistas		
Parking Required	170 Spaces (2.5 per Unit)	
Parking Provided	276 Spaces	
Off-Street Parking	4 Spaces	
Garage and Drives	272 Spaces	
The Meadows		
Parking Required	168 Spaces (2.5 per Unit)	
Parking Provided	280 Spaces	
Off-Street Parking	12 Spaces	
Garage and Drives	268 Spaces	
The Woods		
Parking Required	90 Spaces (2.5 per Unit)	
Parking Provided	159 Spaces	
Off-Street Parking	15 Spaces	
Garage and Drives	144 Spaces	
The Pointe		
Parking Required	153 Spaces (2.5 per Unit)	
Parking Provided	268 Spaces	
Off-Street Parking	24 Spaces	
Garage and Drives	244 Spaces	
Park/Recreation Area		
Parking Provided	5 Spaces	

Open Space Summary		
Total Green Space Provided	40.39 Acres	(73.6%)
Usable Open Space Required	1.15 Acres	(2.1%: 232 units x 200 s.f.)
Usable Open Space Provided	8.64 Acres	(15.8%)
Additional Open Space Provided	9.21 Acres	(16.8%)
Total Open Space Provided	17.85 Acres	(32.5%)
Minimum Setbacks Provided		
Front Yard Min.	25'	
Side to Side	25'	
Side to Rear	30'	
Rear to Rear	50'	
Perimeter	50'	
Building Lot Coverage		
Allowed 25%		
Proposed 21%	493,626 s.f. / 2,389,266 s.f. (54.85 Acres)	
Bicycle Parking		
Units		
Parking Required	47 Spaces	
Parking Provided	232 Spaces (Covered)	
Parking Provided		
Park/Recreation Area	8 Spaces	
Bus Stop	12 Spaces	

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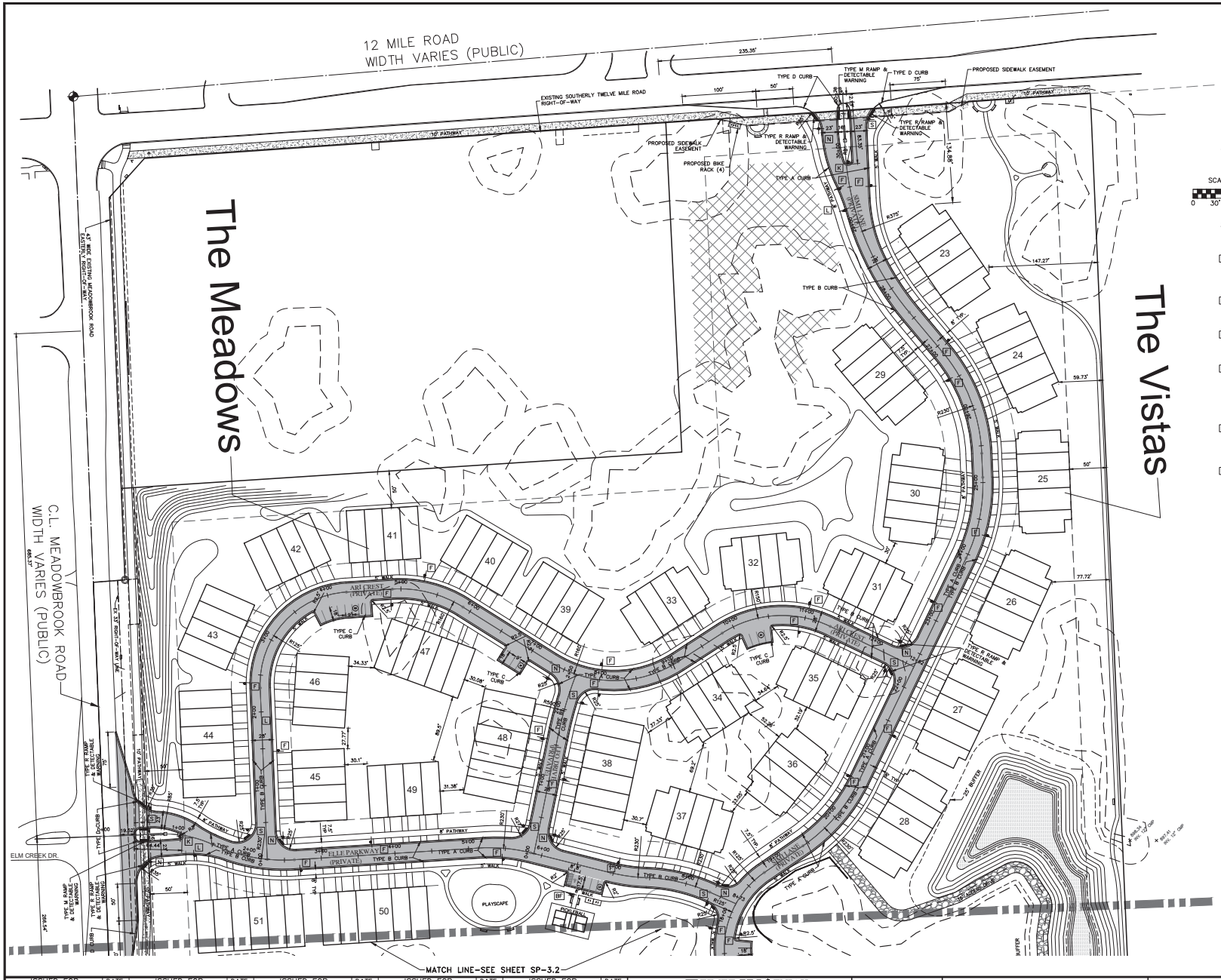
MISS DIG 811 — THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

PROJECT SPONSOR:
IVANHOE COMPANIES
6689 ORCHARD LAKE ROAD, SUITE 314
WEST BLOOMFIELD, MI 48322 (248) 626-6114

OVERALL SITE PLAN
THE GROVE
NOVI, MICHIGAN

DATE 7/14/24	SCALE HOR: 1" = 100' VER: 1" = N/A
DESIGNED BY SRB	JOB NO. 22149
DRAWN BY DAB	SHEET SP-3

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PAVING LEGEND:
(SEE SPECIFICATIONS ON SHEET SP-3.3)

- HMA PAVEMENT
- CONCRETE WALK/DRIVEWAY
- ASPHALT PATHWAY
- GRAVEL ACCESS DRIVE

N
W E
S

SCALE: 1" = 60'
0 30' 60' 120'

SIGNAGE TABLE:

SYMBOL	TYPE	MMUTCD CODE	DESCRIPTION	QUANTITY (TOTAL)
S	STOP SIGN	R1-1	30"X30" OCTAGON WITH WHITE LEGEND & BORDER ON RED BACKGROUND.	10
K	KEEP RIGHT	R4-7	24"X30" BLACK LEGEND & BORDER ON WHITE BACKGROUND.	3
L	SPEED LIMIT	R2-1(25)	24"X30" BLACK LEGEND & BORDER ON WHITE BACKGROUND.	22
N	STREET SIGN	D3-1	8" HIGH SIGN WITH 4.5" HIGH INITIAL UPPERCASE LETTERS & FOLLOWED W/LOWERCASE LETTERS & BORDERS ON GREEN BACKGROUND.	10
F	NO PARKING SIGN	R8-3	12"X12" BLACK LEGEND & BORDER WITH RED CIRCLE AND SLASH ON WHITE BACKGROUND.	38
BF	VAN ACCESSIBLE SIGN & PLAQUE	R7-8 & R7-8P	18"X12" GREEN LEGEND & BORDER ON WHITE BACKGROUND. 8"X12" GREEN LETTERS ON WHITE BACKGROUND.	1

SIGN NOTES:

1. ALL SIGNAGE SHALL COMPLY WITH THE LATEST EDITION OF MMUTCD.
2. POSTS SUPPORTING RIGHT OF WAY CONTROL (STOP OR YIELD) SIGNS END STREET NAME SIGNS SHALL BE LOCATED 4 FEET IN ADVANCE OF THE ACTUAL OR IMPLIED CROSSWALKS (IE, SIDEWALK STUBS).
3. ALL SIGNAGE SHALL COMPLY WITH THE CITY OF NOVI TRAFFIC CONTROL SIGN STANDARDS. THE FACE OF THE CURB TO THE NEAR EDGE OF THE SIGN.
4. SIGNS 12" X 18" OR SMALLER SHALL BE MOUNTED ON A GALVANIZED 2 LB. U-CHANNEL POST.
5. SIGNS GREATER THAN 12" X 18" SHALL BE MOUNTED ON A GALVANIZED 3 LB. OR GREATER U-CHANNEL POST.
6. SIGN BOTTOM HEIGHT SHALL BE 7' FROM FINAL GRADE.
7. SIGNING SHALL BE PLACED 2' FROM FACE/CURB OR SIDEWALK.
8. FHWA STANDARD ALPHABET SERIES USED FOR ALL SIGN LANGUAGE.
9. TRAFFIC CONTROL SIGNS SHALL HAVE HIGH INTENSITY PRISMATIC (HIP) SHEETING TO MEET FHWA RETRO-REFLECTIVITY REQUIREMENTS.

CURB AND GUTTER NOTES:

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TRASH COLLECTION NOTES:

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GENERAL NOTE:
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TRAFFIC NOTE:
CONTRACTOR SHALL PROVIDE ALL MAINTAINING TRAFFIC CONTROL DEVICES AND WARNINGS FOR WORK WITHIN THE 12 MILE ROAD AND MEADOWBROOK ROAD RIGHTS-OF-WAY PER THE CURRENT EDITION OF THE MMUTCD, RCOC, AND MDOT.

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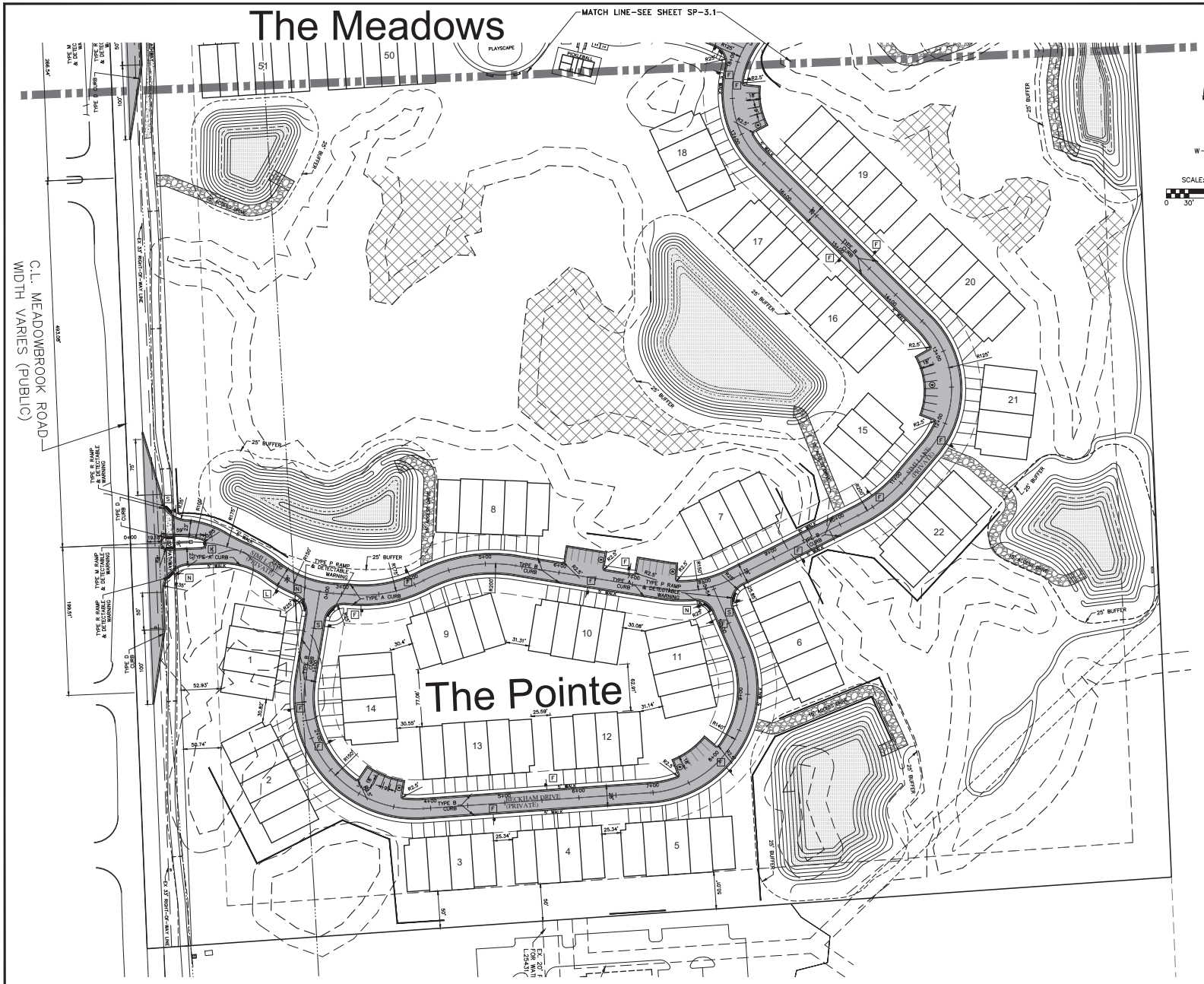
MISS DIG 811 — THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

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SITE PLAN
THE GROVE
NOVI, MICHIGAN

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DESIGNED BY SRB	JOB NO.	22149	
DRAWN BY DAB	SHEET	SP-3.1	

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PAVING LEGEND:
(SEE SPECIFICATIONS ON SHEET SP-3.3

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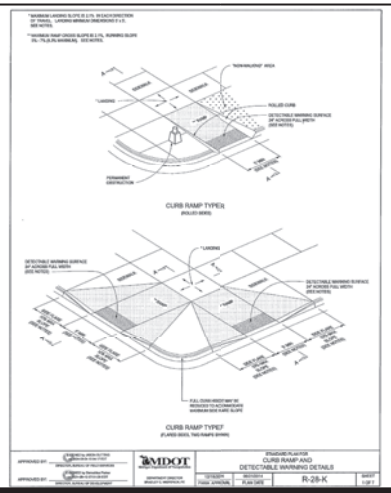
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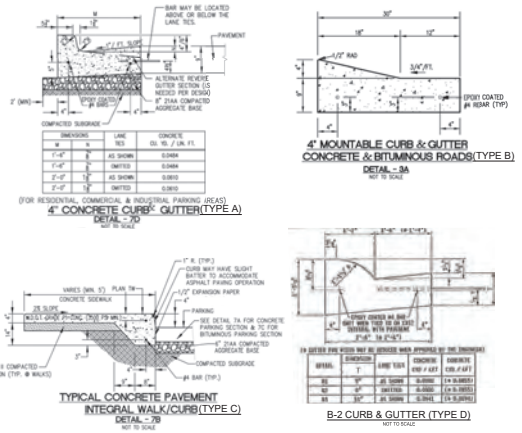
SITE PLAN
THE GROVE
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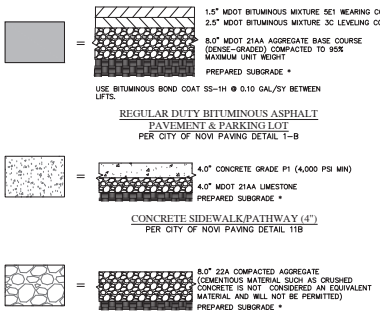
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CURB DETAILS:



PAVEMENT SPECIFICATIONS:



*NOTE:
SUBGRADE SHALL BE PREPARED COMPACTED TO 95% MAXIMUM UNIT WEIGHT BEFORE PLACING CURB AND GUTTER AND AGGREGATE BASE IN ACCORDANCE WITH THE RECOMMENDATION OF THE GEOTECHNICAL ENGINEER.

GENERAL SITE NOTES:

1. ALL WORK SHALL CONFORM TO THE CURRENT CITY OF NOVI STANDARDS AND SPECIFICATIONS.
2. STORM WATER WILL BE ACCOMMODATED VIA UNDERGROUND PIPES. STORM WATER DETENTION WILL OCCUR ONSITE IN NEW DETENTION PONDS.
3. ROOFTOP EQUIPMENT MUST BE SCREENED PER ORDINANCE REQUIREMENTS.
4. EXTERIOR LIGHTING MUST COMPLY WITH SECTION 2511 OF THE CITY OF NOVI CODE.
5. ALL SIGNS SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES (CHAPTER 28) OF THE CITY OF NOVI. NO SIGNS (OTHER THAN TYPICAL TRAFFIC CONTROL SIGNS) ARE APPROVED AS A PART OF THIS SITE PLAN. PRIOR TO ERECTION OF A SIGN, AN APPLICATION SHALL BE MADE AND SHALL BE REVIEWED AND APPROVED BY THE NOVI BUILDING DEPARTMENT.
6. ALL PARKING AND TRAFFIC CONTROL SIGNS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE CURRENT EDITION OF THE "MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MMUTCD).
7. CONTRACTOR SHALL NOTIFY THE CITY OF NOVI A MINIMUM OF 48 HOURS PRIOR TO THE START OF ANY WORK.
8. CALL MISS DIG (811) A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
9. ALL SOIL EROSION AND SILT MUST BE CONTROLLED AND CONTAINED ON SITE.
10. ALL EXCAVATION UNDER OR WITHIN A 1:1 INFLUENCE OF PAVEMENT, EXISTING OR PROPOSED SHALL BE BACKFILLED AND COMPACTED WITH SAND (MDOT CLASS II MATERIAL).
11. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES, CURBS, WALKS, DRIVES, ETC. AS A RESULT OF HIS OPERATIONS.
12. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ENGINEERING SITE INSPECTION IS REQUIRED.
13. IF DEWATERING IS ANTICIPATED OR ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR IS REQUIRED TO SUBMIT A DEWATERING PLAN TO THE CITY ENGINEERING DIVISION FOR REVIEW.
14. ONLY NECESSARY LIGHTING FOR SECURITY PURPOSES AND LIMITED OPERATIONS SHALL BE USED AFTER THE BUILDING'S HOURS OF OPERATIONS.
15. FLASHING LIGHTS SHALL NOT BE PERMITTED.
16. OUTSIDE STORAGE SHALL NOT BE PERMITTED.
17. CONTRACTOR SHALL FIELD VERIFY THE LOCATION, DEPTH, AND SIZE OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AND SHALL NOTIFY THE DESIGN ENGINEER IF ANY CONFLICTS ARE APPARENT.
18. ELECTRIC SERVICE TO LIGHT FIXTURES SHALL BE PLACED UNDERGROUND.

GENERAL CONSTRUCTION NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THE PROJECT.

1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED EXCEPT FOR PARKING SPACES WHICH ARE TO THE FACE OF CURB.
2. "NO PARKING-FIRE LANE" SIGNS SHALL BE POSTED ALONG ALL FIRE LANES AT 100 FOOT INTERVALS OR AS DIRECTED BY THE FIRE OFFICIAL.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF NOVI CURRENT STANDARDS AND REGULATIONS.
4. THE CONTRACTOR SHALL NOTIFY THEY CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR OF THE BEGINNING OF CONSTRUCTION.
5. ANY WORK WITHIN THE PUBLIC STREET RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION AND SHALL NOT BEGAN UNTIL ALL NECESSARY PERMITS HAVE BEEN ISSUED FOR THE WORK.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST THE TOP OF ALL EXISTING AND PROPOSED STRUCTURES (MANHOLES, CATCH BASINS, INLETS, GATE WELLS ETC.) WITHIN GRADED AND /OR PAVED AREAS TO FINAL GRADE SHOWN ON THE PLANS. ALL SUCH ADJUSTMENTS SHALL BE INCIDENTAL TO THE JOB AND NOT BE PAID FOR SEPARATELY.

GRADING NOTES:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF NOVI.
2. ALL NECESSARY PERMITS, TESTING, BONDS AND INSURANCE ETC., SHALL BE PAID FOR BY THE CONTRACTOR. THE OWNER SHALL PAY FOR ALL THE CITY INSPECTION FEES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE PERIODS OF CONSTRUCTION. THIS SHALL BE CONSIDERED INCIDENTAL TO THE JOB.
4. PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT MISS DIG (811) TO VERIFY THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES AND SHALL NOTIFY OTHER REPRESENTATIVES OF OTHER UTILITIES IN THE VICINITY OF THE WORK.
5. ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DISTURBED DUE TO CONSTRUCTION SHALL BE REPLACED AND/OR RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR.
6. MANHOLE, CATCH BASIN, GATE VALVES AND HYDRANT FINISH GRADES MUST BE CLOSELY CHECKED AND APPROVED BY THE ENGINEER BEFORE THE CONTRACTOR'S WORK IS CONSIDERED COMPLETE.
7. CONTRACTOR SHALL REMOVE AND DISPOSE OF OFF-SITE ANY TREES, BRUSH, STUMPS, TRASH OR OTHER UNWANTED DEBRIS AT THE OWNER'S DIRECTION, INCLUDING OLD BUILDING FOUNDATIONS AND FLOORS. BURNING OF TRASH, STUMPS OR OTHER DEBRIS SHALL NOT BE PERMITTED.
8. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADING, LIGHTS AND TRAFFIC CONTROL DEVICES TO PROTECT THE WORK AND SAFELY CONTAIN TRAFFIC IN ACCORDANCE WITH "MMUTCD".
9. ALL EXCAVATIONS SHALL BE SLOPED, SHORED OR BRACED IN ACCORDANCE WITH MI-OSHA REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AN ADEQUATELY CONSTRUCTED AND BRACED SHORING SYSTEM FOR EMPLOYEES WORKING IN AN EXCAVATION THAT MAY EXPOSE EMPLOYEES TO THE DANGER OF MOVING AROUND.
10. ALL REFERENCES TO M.D.O.T. SPECIFICATIONS ARE TO BE IN ACCORDANCE WITH THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

PAVING NOTES:

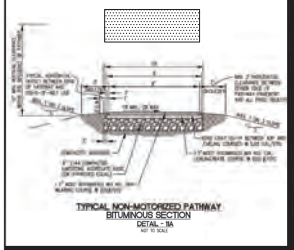
1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF NOVI, RODC, AND M.D.O.T.
2. IN AREAS WHERE NEW PAVEMENTS ARE BEING CONSTRUCTED, THE TOPSOIL AND SOIL CONTAINING ORGANIC MATTER SHALL BE REMOVED PRIOR TO PAVEMENT CONSTRUCTION.
3. SUBGRADE UNDERCUTTING, INCLUDING BACKFILLING SHALL BE PERFORMED TO REPLACE MATERIALS SUSCEPTIBLE TO FROST HEAVING AND UNSTABLE SOIL CONDITIONS. ANY EXCAVATIONS THAT MAY BE REQUIRED BELOW THE TOPSOIL IN FILL SECTIONS OR BELOW SUBGRADE IN CUT SECTIONS, WILL BE CLASSIFIED AS SUBGRADE UNDERCUTTING.
4. SUBGRADE UNDERCUTTING SHALL BE PERFORMED WHERE NECESSARY AND THE EXCAVATED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. ANY SUBGRADE UNDERCUTTING SHALL BE BACKFILLED WITH SAND OR OTHER SIMILAR APPROVED MATERIAL. BACKFILL SHALL BE COMPACTED TO 95% OF THE MAXIMUM UNIT WEIGHT (PER ASTM D-1557) UNLESS OTHERWISE SPECIFIED.
5. BACKFILL UNDER PAVED AREAS SHALL BE AS SPECIFIED ON DETAILS
6. ANY SUB-GRADE WATERING REQUIRED TO ACHIEVE REQUIRED DENSITY SHALL BE CONSIDERED INCIDENTAL TO THE JOB.

FIRE DEPARTMENT NOTES:

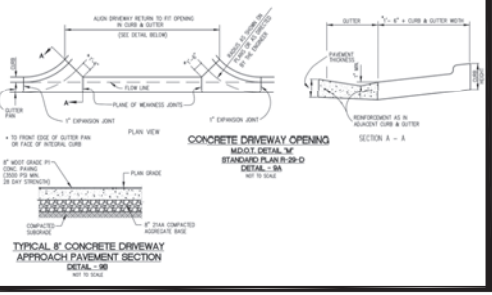
1. WATER MAINS AND FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL PRIOR TO ANY COMBUSTIBLE MATERIAL IS BROUGHT ON-SITE. (IFC 2015 3312.1)
2. ALL NEW MULTIFAMILY RESIDENTIAL BUILDINGS SHALL BE NUMBERED WITH A MINIMUM 10" HIGH BY 1" WIDE NUMBERS A MINIMUM 15 FEET ABOVE THE GROUND ON THE BUILDING WHERE READILY VISIBLE FROM THE STREET SIDE.
3. FIRE APPARATUS ACCESS DRIVES TO AND FROM BUILDINGS THROUGH PARKING LOTS SHALL HAVE A MINIMUM FIFTY (50) FOOT OUTSIDE TURNING RADIUS AND DESIGNED TO SUPPORT A MINIMUM OF THIRTY-FIVE (35) TONS.
4. IMMEDIATE ACCESS TO FIRE DEPARTMENT CONNECTIONS SHALL BE MAINTAINED AT ALL TIMES AND WITHOUT OBSTRUCTION BY FENCES, BUSHES, TREE, WALLS, OR ANY OTHER OBJECT FOR A MINIMUM OF 3-FEET.
5. FIRE LANES SHALL BE DESIGNATED BY THE FIRE CHIEF. THE MINIMUM WIDTH OF A POSTED FIRE LANE IS 20' AND THE MINIMUM CLEAR HEIGHT OF THE FIRE LANE IS 14'.
6. PROPOSED BUILDINGS DO NOT HAVE FIRE SUPPRESSION SYSTEMS.

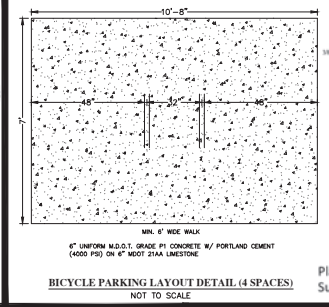
GENERAL UTILITY NOTES:

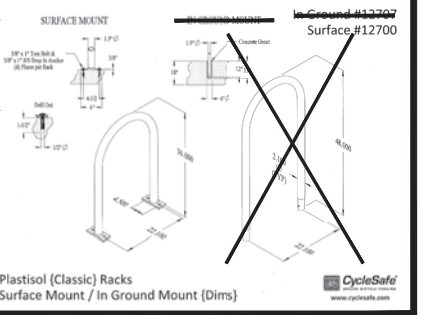
1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF NOVI.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AND/OR OBTAIN ANY INFORMATION NECESSARY REGARDING THE PRESENCE OF UNDERGROUND UTILITIES, WHICH MIGHT AFFECT THIS JOB.
3. ALL TRENCHES UNDER OR WITHIN THREE (3) FEET OR THE FORTY-FIVE (45) DEGREE CONE OF INFLUENCE LINE OF EXISTING AND/OR PROPOSED PAVEMENT, BUILDING PAD OR DRIVE APPROACH SHALL BE BACKFILLED WITH SAND COMPACTED TO AT LEAST NINETY-FIVE (95) PERCENT OF MAXIMUM UNIT WEIGHT (ASTM D-1557). ALL OTHER TRENCHES TO BE COMPACTED TO 90% OR BETTER.
4. WHENEVER EXISTING MANHOLES OR SEWER PIPE ARE TO BE TAPPED, DRILL HOLES 4" CENTER TO CENTER, AROUND PERIPHERY OF OPENING TO CREATE A PLANE OF WEAKNESS JOINT BEFORE BREAKING SECTION OUT.
5. EXACT GRADES AND DEPTHS OF UTILITIES ARE TO BE CHECKED CLOSELY WITH THE FIELD ENGINEER PRIOR TO INSTALLATION.
6. REFER TO CITY OF NOVI STANDARD DETAIL SHEETS FOR ADDITIONAL INFORMATION.



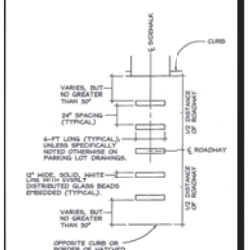
DRIVE APPROACH DETAILS:



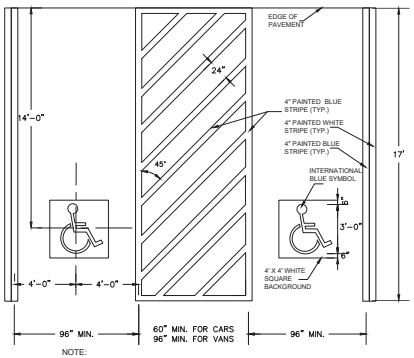




CROSSWALK STRIPING DETAIL:

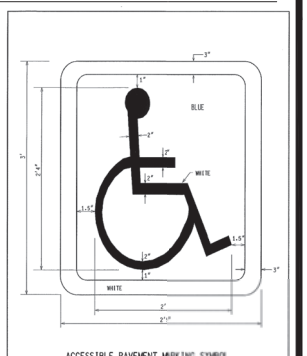


BARRIER FREE PARKING DETAIL:



NOTE:

STRIPING AND CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND CITY CODES AND SPECIFICATIONS



WATER MAIN NOTES:

1. ALL WATER MAIN SHALL BE INSTALLED WITH A MINIMUM COVER OF 5.5' BELOW FINISH GRADE. WHEN WATER MAINS MUST DIP TO PASS UNDER A STORM SEWER OR SANITARY SEWER, THE SECTIONS WHICH ARE DEEPER THAN NORMAL SHALL BE KEPT TO A MINIMUM LENGTH BY THE USE OF VERTICAL TWENTY TWO AND A HALF (22.5°) DEGREE BENDS, PROPERLY ANCHORED.
2. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF NOVI.
3. ALL TRENCHES UNDER OR WITHIN THREE (3) FEET OR THE FORTY FIVE (45°) DEGREE ZONE OF INFLUENCE LINE OF EXISTING AND/OR PROPOSED PAVEMENT, BUILDING PAD OR DRIVE APPROACH SHALL BE BACKFILLED WITH SAND COMPACTED TO AT LEAST NINETY-FIVE (95%) PERCENT OF MAXIMUM UNIT WEIGHT (ASTM D-1557). ALL OTHER TRENCHES TO BE COMPACTED TO 90% OR BETTER.
4. ALL TEE'S, BENDS, CONNECTIONS, ETC. ARE CONSIDERED INCIDENTAL TO THE JOB.
5. PHYSICAL CONNECTIONS SHALL NOT BE MADE BETWEEN EXISTING AND NEW WATER MAINS UNTIL TESTING IS SATISFACTORILY COMPLETED.
6. MAINTAIN 10' HORIZONTAL CLEARANCE BETWEEN OUTER EDGE OF WATER MAIN AND ANY SANITARY SEWER OR STRUCTURE.
7. ALL WATER MAIN SHALL BE DUCTILE IRON CLASS 54 WITH POLYETHYLENE WRAP.
8. REFER TO CITY OF NOVI WATER MAIN DETAIL SHEETS FOR ADDITIONAL INFORMATION.

SANITARY SEWER NOTES:

1. DOWNSPOUTS, WEEP TILE, FOOTING DRAINS OR ANY CONDUIT THAT CARRIES STORM OR GROUND WATER SHALL NOT BE ALLOWED TO DISCHARGE INTO A SANITARY SEWER.
2. ALL SANITARY LEADS SHALL BE CONSTRUCTED OF PVC SDR 23.5 AT 1.00% MINIMUM SLOPE.
3. ALL SANITARY SEWER SHALL BE CONSTRUCTED OF PVC TRUSS PIPE WITH A MINIMUM DIAMETER OF 8'' PER CITY REQUIREMENTS.
4. JOINTS FOR P.V.C SOLID WALL PIPE SHALL BE ELASTOMERTIC (RUBBER GASKET) AS SPECIFIED IN ASTM DESIGNATION D-3212.
5. REFER TO CITY OF NOVI STANDARD DETAILS FOR PIPE BEDDING DETAILS.
6. REFER TO CITY OF NOVI SANITARY SEWER DETAIL SHEETS FOR ADDITIONAL INFORMATION.
7. SANITARY LEADS WILL BE AT LEAST 5-FEET DEEP WHERE UNDER THE INFLUENCE OF PAVEMENT.

STORM SEWER NOTES:

1. ALL STORM SEWER 12'' AND LARGER SHALL BE RCP CLASS IV UNLESS OTHERWISE NOTED. REFER TO CITY OF NOVI STANDARD DETAILS SHEET FOR STANDARD BEDDING DETAILS.
2. JOINTS FOR ALL STORM SEWER 12'' AND LARGER SHALL BE MODIFIED TONGUE AND GROOVE JOINT WITH RUBBER GASKETS UNLESS SPECIFIED OTHERWISE (ASTM C-443).
3. ALL STORM SEWER LEADS SHALL BE CONSTRUCTED OF PVC SCHEDULE 40 PIPE AT 1.00% MINIMUM SLOPE WITH GLUED JOINTS, UNLESS OTHERWISE NOTED. REFER TO CITY OF NOVI DETAILS FOR BEDDING DETAILS.
4. REFER TO CITY OF NOVI STORM SEWER DETAIL SHEETS FOR ADDITIONAL INFORMATION.
5. A MINIMUM COVER OF 3-FEET SHALL BE MAINTAINED OVER ALL PROPOSED STORM SEWER UNLESS NOTED OTHERWISE.

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
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PRO SUBMITTAL	8/22/25								
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NEW HUDSON, MICHIGAN 48165
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PAVING NOTES AND DETAILS
THE GROVE
NOVI, MICHIGAN

DATE 7/14/24	SCALE HOR: 1" = N/A VER: 1" = N/A
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Open Space Summary

Open Space Summary

Total Green Space Provided	40.39 Acres	(73.6%)
Usable Open Space Required	1.15 Acres	(2.1%: 232 units x 200 s.f.)
Usable Open Space Provided	5.97 Acres	(10.9%)
Additional Open Space Provided	11.99 Acres	(21.9%)
Total Open Space Provided	17.96 Acres	(32.7%)

Usable Open Space

Additional Open Space

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
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OPEN SPACE PLAN
THE GROVE
NOVI, MICHIGAN

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THE GROVE PUBLIC BENEFITS

1. 12 MILE ROAD PARK AND OPEN SPACE
   CREATE A ONE-ACRE OPEN SPACE PARK AREA ALONG 12 MILE ROAD AT THE NORTHEAST CORNER OF THE SITE, ACCESSIBLE TO RESIDENTS AND MEMBERS OF THE GENERAL PUBLIC. AN EASEMENT TO ALLOW THE PUBLIC TO USE THE PARK WILL BE GRANTED TO THE CITY OF NOVI. THIS PARK WILL PROVIDE A PEDESTRIAN AND BIKE REST STOP AREA ALONG THE NEWLY INSTALLED 10' WIDE CONNECTOR SIDEWALK FOR THE RESIDENTS AND PUBLIC AT LARGE.

2. GROVE NATURE AREA TRAIL
   CREATE A NATURE TRAIL, ACCESSIBLE TO RESIDENTS AND MEMBERS OF THE GENERAL PUBLIC, THAT EXTENDS FROM THE NEWLY CREATED 12 MILE ROAD PARK, ALONG THE EAST PROPERTY LINE OF THE GROVE, PROVIDING SCENIC VIEWS OF THE ADJACENT 30-ACRE NATURAL WETLAND AREA. THE TRAIL IS APPROXIMATELY A ONE-MILE LOOP AND WILL HAVE MULTIPLE CONNECTIONS WITHIN THE GROVE FOR OVER THREE MILES OF INTERNAL PATHWAYS AND SIDEWALKS.

3. BEACON HILL PARK IMPROVEMENTS
   IN ORDER TO ADDRESS THE IMPACT OF THE INCREASED USE OF BEACON HILL PARK BY THE NEW RESIDENTS OF THE GROVE DUE TO THE CLOSE PROXIMITY OF THE GROVE TO THE EXISTING BEACON HILL PARK AND THE PLANNED ACCESS AND INTERCONNECTIVITY FOR NOVI RESIDENTS TO UTILIZE THE NEW GROVE 12 MILE PARK AND NATURE TRAIL, DEVELOPER AGREES TO PROVIDE $25,000 TO THE CITY TO BE USED BY THE CITY, AT ITS DISCRETION, FOR BEACON HILL PARK IMPROVEMENTS, SERVICES AND/OR MAINTENANCE.

4. NOVI OFF-SITE PATHWAY
   CONSTRUCT OVER 700 FEET OF 10' WIDE PATHWAY, OFF-SITE ON THE SOUTH SIDE OF 12 MILE RD. TO CREATE A CONNECTION FROM THE EXISTING BEACON HILL PARK AND PARKING LOT TO THE GROVE 12 MILE ROAD PARK AND OPEN SPACE. THIS NEW PATHWAY CONNECTION IS A LONG-TERM NETWORK GOAL OF THE CITY OF NOVI'S 2023 ACTIVE MOBILITY PLAN.

5. NOVI PUBLIC BUS STOP
   CONSTRUCT A NEW "COVERAGE STOP" BUS STOP IN ACCORDANCE WITH THE SMART BUS STOP DESIGN MANUEL, DATED JANUARY 2025. THIS BUS STOP IS SUPPORTED BY SMART, AND WILL INCLUDE ADJACENT SEATING, BIKE RACKS, AND LANDSCAPE AREA ALONG 12 MILE ROAD TO PROVIDE TRANSPORTATION OPTIONS FOR THE ENTIRE NOVI COMMUNITY.

6. INCREASE USEABLE OPEN SPACE
   INCREASE USEABLE OPEN SPACE BY OVER 260% FROM THE REQUIRED 1.65 ACRES TO 5.97 ACRES. TOTAL OPEN SPACE IS APPROXIMATELY 1/3 OF THE PROPERTY.

7. NOVI CONNECTIVITY SIDEWALK
   CONSTRUCT A NEW 8' WIDE SIDEWALK ALONG THE ARTERIAL ROAD WITHIN THE GROVE TO PROVIDE PEDESTRIAN AND BIKE CONNECTIVITY BETWEEN MEADOWBROOK ROAD AND 12 MILE ROAD, WHICH WILL ALLOW PEDESTRIANS AND BIKERS TO BYPASS THE CORNER BUSINESS PROPERTY AND ALLOW EASIER ACCESS TO THE 12 MILE ROAD PARK AND NATURE TRAIL. THIS IS AN OBJECTIVE OF THE CITY OF NOVI'S 2023 ACTIVE MOBILITY PLAN.

8. DEDICATION OF WOODLAND AND WETLAND CONSERVATION AREAS
   PROTECT APPROXIMATELY 10.2 ACRES OF 10 SEPARATE WOODLANDS AND WOODLAND REPLACEMENT AREAS AND APPROXIMATELY 15.6 ACRES OF 10 SEPARATE WETLANDS AND WETLAND MITIGATION AREAS WITH CONSERVATION EASEMENTS. THE COMBINED CONSERVATION EASEMENTS WILL ENSURE THAT OVER 47% OF THE PROPERTY REMAINS UNTOUCHED FOR FUTURE GENERATIONS.

9. DECREASED DENSITY
   DECREASE DENSITY FROM 7.3 UNITS PER ACRE, WHICH IS THE MAXIMUM ALLOWED FOR THREE-BEDROOM UNITS IN THE NOW PROPOSED RM-1 ZONING DISTRICT CRITERIA, TO 4.23 UNITS PER ACRE. THIS PROVIDES THE OPPORTUNITY TO INCREASE OPEN SPACE AND DECREASE WETLAND AND WOODLAND IMPACT.

10. MEADOWBROOK ROAD RIGHT-OF-WAY DEDICATION
    DEDICATE RIGHT-OF-WAY ALONG THE ENTIRE MEADOWBROOK ROAD FRONTAGE (2,166 FEET). THE TOTAL LAND AREA TO BE DEDICATED IS APPROXIMATELY 2.5 ACRES.

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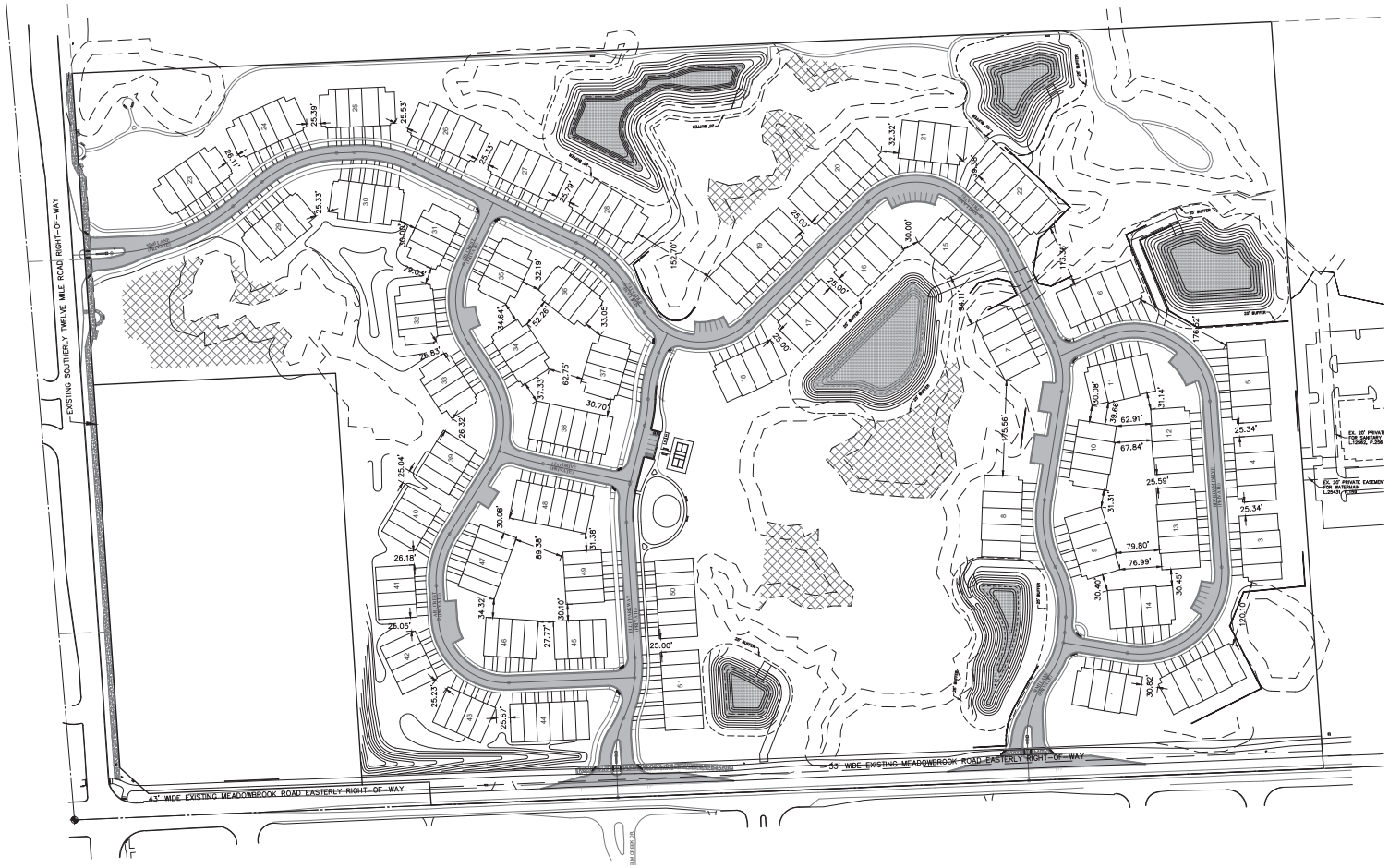
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PUBLIC BENEFITS PLAN
THE GROVE
NOVI, MICHIGAN

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EXISTING SOUTHERLY TWELVE MILE ROAD RIGHT-OF-WAY
43' WIDE EXISTING MEADOWBROOK ROAD EASTERLY RIGHT-OF-WAY
43' WIDE EXISTING MEADOWBROOK ROAD EASTERLY RIGHT-OF-WAY
MEADOWBROOK ROAD
MEADOWBROOK ROAD
MEADOWBROOK ROAD



FIRE TURNING TEMPLATE
NOT TO SCALE

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
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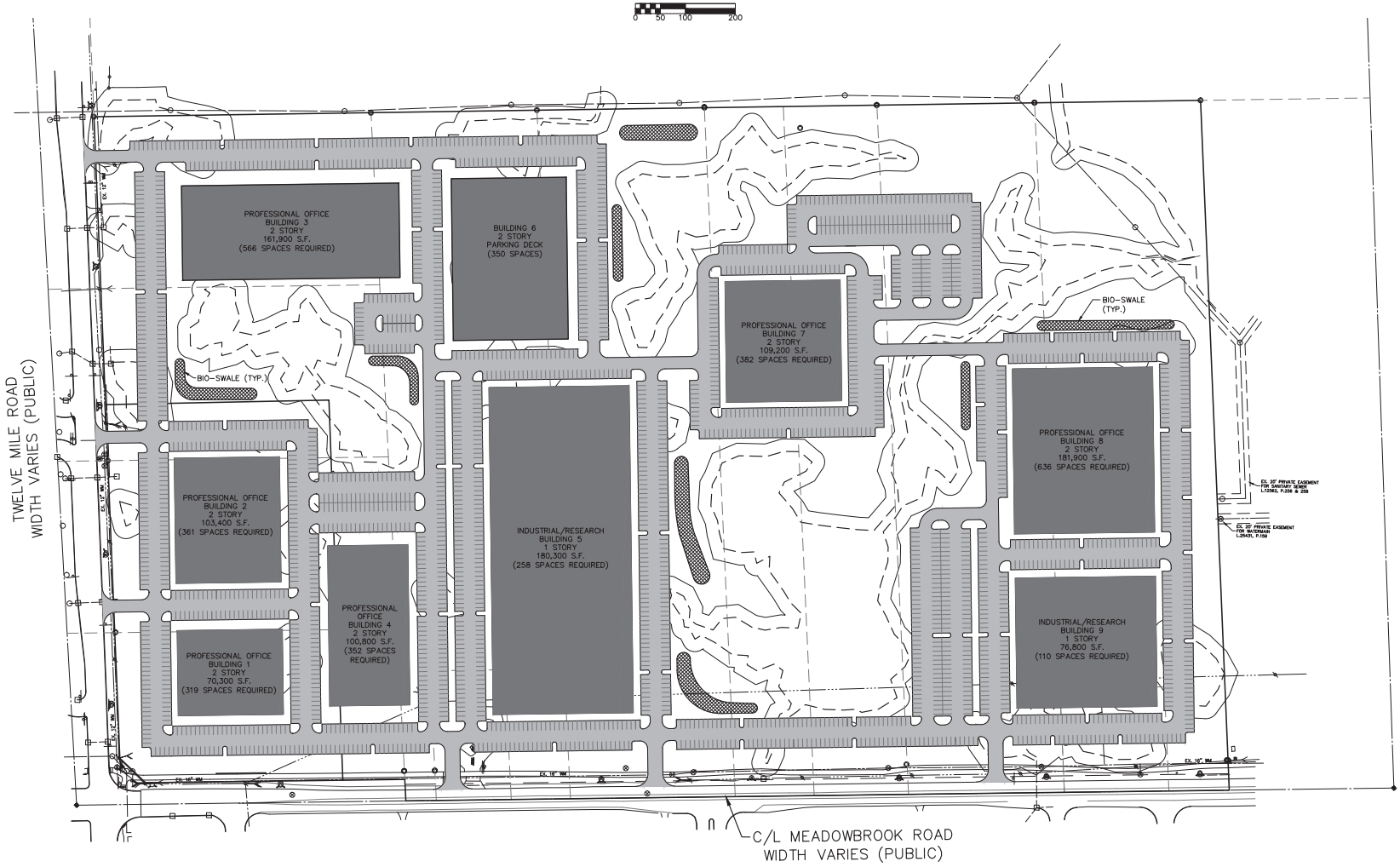
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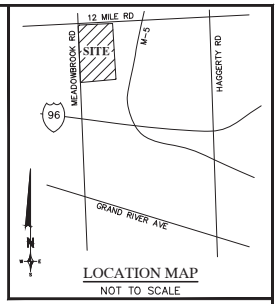
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FIRE TURNING PLAN
THE GROVE
NOVI, MICHIGAN

DATE 7/14/24
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LOCATION MAP
NOT TO SCALE

LEGEND

BUILDING 1	70,300 S.F.
BUILDING 2	103,400 S.F.
BUILDING 3	161,900 S.F.
BUILDING 4	100,800 S.F.
BUILDING 5	180,300 S.F.
BUILDING 7	109,200 S.F.
BUILDING 8	181,900 S.F.
BUILDING 9	76,800 S.F.
TOTAL	984,600 S.F.

PARKING REQUIRED 2,984 SPACES
PARKING PROVIDED 2,998 SPACES

STORMWATER MANAGEMENT PROVIDED BY UNDERGROUND DETENTION AND BIO-SWALES.

USEABLE OPEN SPACE 4.48 AC.

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
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THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

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OST PARALLEL PLAN
THE GROVE
NOVI, MICHIGAN

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LEGEND

EXISTING		PROPOSED	
○	MANHOLE	●	MANHOLE
□	CATCH BASIN	■	CATCH BASIN
☑	INLET	◪	INLET
◉	CLEANOUT	◉	CLEANOUT
◁	END SECTION	◀	END SECTION
◊	ROOF DRAIN	◆	ROOF DRAIN
⊗	GATE VALVE	⊗	GATE VALVE
▽	HYDRANT	▽	HYDRANT
▽	WATER SHUT-OFF	▽	WATER SHUT-OFF
⌀	UTILITY POLE	⊠	TREE REMOVAL
^	GUY ANCHOR		SANITARY SEWER
☼	LIGHT POLE		STORM SEWER
	SIGN		WATER MAIN
	TREE		℄ DITCH
	TREE LINE		CONTOUR MAJOR
	SANITARY SEWER		CONTOUR MINOR
	STORM SEWER	×99.0	PROPOSED GRADE
	WATER MAIN	T/C =	TOP OF CURB
	GAS MAIN	T/W =	TOP OF WALK
	ELECTRIC CABLE	T/P =	TOP OF PAVEMENT
	CONTOUR MAJOR	T/B =	TOP OF BANK
	CONTOUR MINOR	G =	GROUND
+100.00	SPOT ELEVATION	D =	DITCH
		GU =	GUTTER
		FG =	FINISH GRADE
		FF =	FINISH FLOOR
		BF =	BASEMENT FLOOR
		BL =	BRICK LEDGE

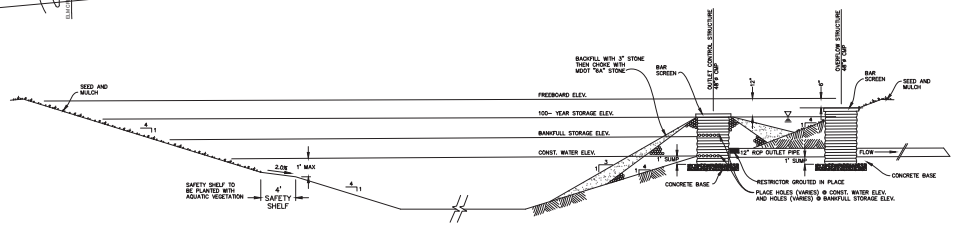
ALL PROPOSED GRADES IN PAVEMENT ARE TOP OF PAVEMENT OR GUTTER.

WETLAND LEGEND

WETLAND MITIGATION AREA

NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENT OF ALL STRUCTURES, KNOWN OR UNKNOWN, SHOWN OR UNSHOWN, LOCATED WITHIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE IF ANY SUCH STRUCTURES ARE IDENTIFIED. ALL COSTS ASSOCIATED WITH LOCATING AND ADJUSTING THESE STRUCTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. DESIGN PROFESSIONAL AND CLIENT WARRANT THAT IN TRANSMITTING INSTRUMENTS OF SERVICE, OR ANY OTHER INFORMATION, THE TRANSMITTING PARTY IS THE COPYRIGHT OWNER OF SUCH INFORMATION OR HAS PERMISSION FROM THE COPYRIGHT OWNER TO TRANSIT SUCH INFORMATION FOR ITS USE OF THE PROJECT. IF THE CLIENT AND DESIGN PROFESSIONAL INTEND TO TRANSMIT INSTRUMENTS OF SERVICE OR ANY OTHER INFORMATION OR DOCUMENTATION IN DIGITAL FORM, THEY SHALL ENDEAVOR TO ESTABLISH NECESSARY PROTOCOLS GOVERNING SUCH TRANSMISSIONS.



DETENTION BASIN OUTLET DETAIL
N.T.S.

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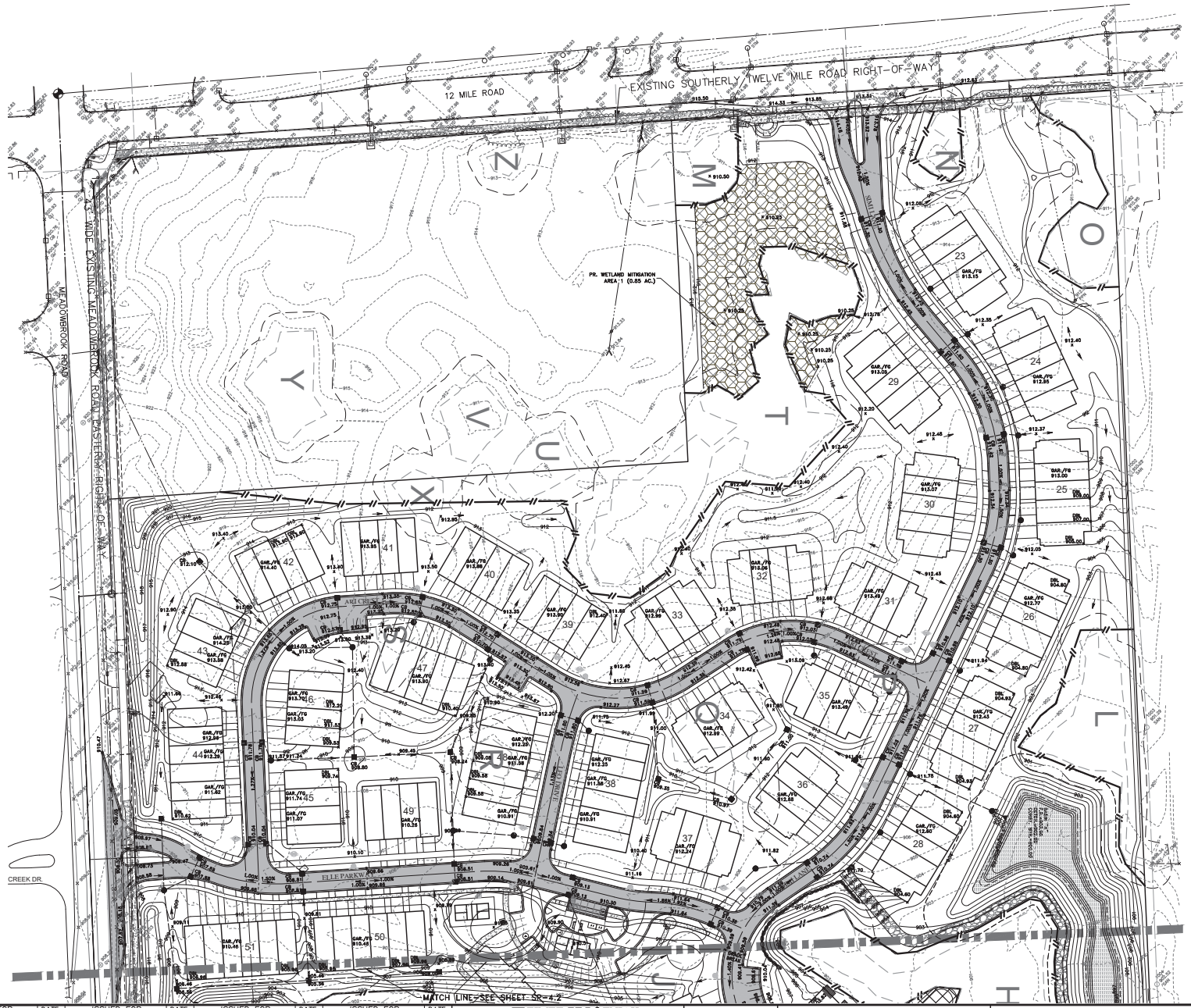
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OVERALL GRADING PLAN
THE GROVE
NOVI, MICHIGAN

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SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

EXISTING

- MANHOLE
- CATCH BASIN
- INLET
- CLEANOUT
- END SECTION
- ROOF DRAIN
- GATE VALVE
- HYDRANT
- WATER SHUT-OFF
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- SIGN
- TREE
- TREE LINE
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC CABLE
- CONTOUR MAJOR
- CONTOUR MINOR
- +100.00 SPOT ELEVATION

PROPOSED

- MANHOLE
- CATCH BASIN
- INLET
- CLEANOUT
- END SECTION
- ROOF DRAIN
- GATE VALVE
- HYDRANT
- WATER SHUT-OFF
- TREE REMOVAL
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- ℄ DITCH
- CONTOUR MAJOR
- CONTOUR MINOR
- x99.0 PROPOSED GRADE

T/C = TOP OF CURB
T/W = TOP OF WALK
T/P = TOP OF PAVEMENT
T/B = TOP OF BANK
G = GROUND
D = DITCH
GU = GUTTER
FG = FINISH GRADE
FF = FINISH FLOOR
BF = BASEMENT FLOOR
BL = BRICK LEDGE

ALL PROPOSED GRADES IN PAVEMENT ARE TOP OF PAVEMENT OR GUTTER.

WETLAND LEGEND

WETLAND MITIGATION AREA

NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENT OF ALL STRUCTURES, KNOWN OR UNKNOWN, SHOWN OR UNSHOWN, LOCATED WITHIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OF OWNER'S REPRESENTATIVE IF ANY SUCH STRUCTURES ARE IDENTIFIED. ALL COSTS ASSOCIATED WITH LOCATING AND ADJUSTING THESE STRUCTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. DESIGN PROFESSIONAL AND CLIENT WARRANT THAT IN TRANSMITTING INSTRUMENTS OF SERVICE, OR ANY OTHER INFORMATION, THE TRANSMITTING PARTY IS THE COPYRIGHT OWNER OF SUCH INFORMATION OR HAS PERMISSION FROM THE COPYRIGHT OWNER TO TRANSIT SUCH INFORMATION FOR ITS USE OF THE PROJECT. IF THE CLIENT AND DESIGN PROFESSIONAL INTEND TO TRANSMIT INSTRUMENTS OF SERVICE OR ANY OTHER INFORMATION OR DOCUMENTATION IN DIGITAL FORM, THEY SHALL ENDEAVOR TO ESTABLISH NECESSARY PROTOCOLS GOVERNING SUCH TRANSMISSIONS.

ISSUED FOR	DATE
SUBMITTAL	7/26/24
PRO SUBMITTAL	7/09/25
PRO SUBMITTAL	8/22/25
PRO UPDATE	9/12/25

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE

ZEIMET WOZNIAK & ASSOCIATES
Consulting Civil Engineers
55800 GRAND RIVER AVE., SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

MISS DIG 811 — THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

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6689 ORCHARD LAKE ROAD, SUITE 314
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GRADING PLAN
THE GROVE
NOVI, MICHIGAN

DATE 7/14/24	SCALE	HOR: 1" = 60' VER: 1" = N/A	
DESIGNED BY SRS	JOB NO.	22149	
DRAWN BY DAB	SHEET	SP-4.1	

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LEGEND

EXISTING

- MANHOLE
- CATCH BASIN
- INLET
- CLEANOUT
- END SECTION
- ROOF DRAIN
- GATE VALVE
- HYDRANT
- WATER SHUT-OFF
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- SIGN
- TREE
- TREE LINE
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC CABLE
- CONTOUR MAJOR
- CONTOUR MINOR
- +100.00 SPOT ELEVATION

PROPOSED

- MANHOLE
- CATCH BASIN
- INLET
- CLEANOUT
- END SECTION
- ROOF DRAIN
- GATE VALVE
- HYDRANT
- WATER SHUT-OFF
- TREE REMOVAL
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- ℄ DITCH
- CONTOUR MAJOR
- CONTOUR MINOR
- x99.0 PROPOSED GRADE
- T/C = TOP OF CURB
- T/W = TOP OF WALK
- T/P = TOP OF PAVEMENT
- T/B = TOP OF BANK
- G = GROUND
- D = DITCH
- GU = GUTTER
- FG = FINISH GRADE
- FF = FINISH FLOOR
- BF = BASEMENT FLOOR
- BL = BRICK LEDGE

ALL PROPOSED GRADES IN PAVEMENT ARE TOP OF PAVEMENT OR GUTTER.

WETLAND LEGEND

WETLAND MITIGATION AREA

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
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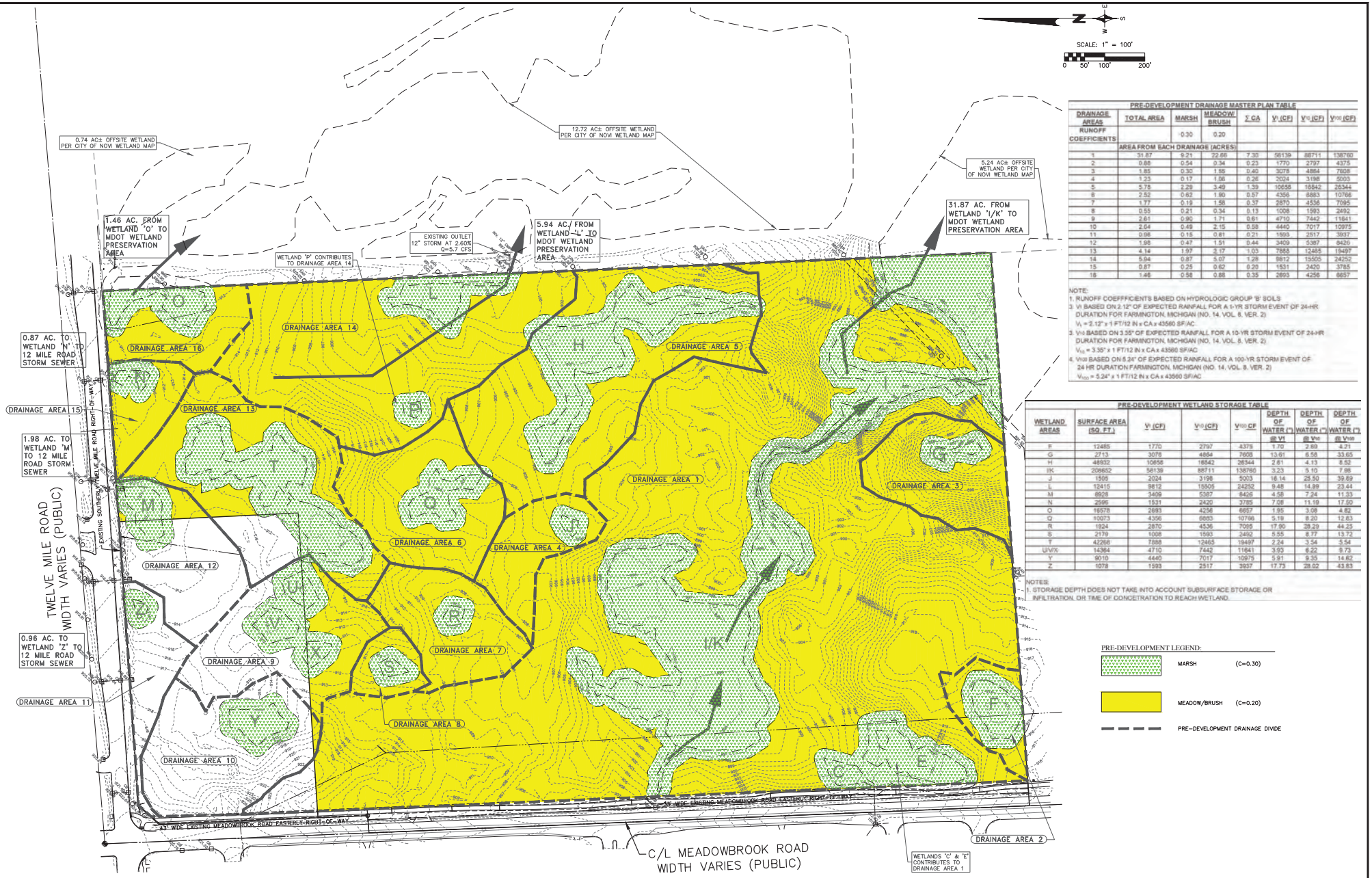
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GRADING PLAN
THE GROVE
NOVI, MICHIGAN

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PRE-DEVELOPMENT DRAINAGE MASTER PLAN TABLE

DRAINAGE AREAS	TOTAL AREA	MARSH	MEADOW BRUSH	Σ CA	V_1 (CF)	V_{10} (CF)	V_{100} (CF)
RUNOFF COEFFICIENTS		0.30	0.20				
AREA FROM EACH DRAINAGE (ACRES)							
1	31.87	9.21	22.66	7.30	56139	88711	138760
2	0.88	0.54	0.34	0.23	1770	2797	4375
3	1.85	0.30	1.55	0.40	3078	4864	7608
4	1.23	0.17	1.06	0.26	2024	3198	5003
5	5.78	2.29	3.49	1.39	10658	16842	26344
6	2.52	0.62	1.90	0.57	4356	6883	10766
7	1.77	0.19	1.58	0.37	2870	4536	7095
8	0.55	0.21	0.34	0.13	1008	1593	2492
9	2.61	0.90	1.71	0.61	4710	7442	11641
10	2.64	0.49	2.15	0.58	4440	7017	10975
11	0.96	0.15	0.81	0.21	1593	2517	3937
12	1.98	0.47	1.51	0.44	3409	5387	8426
13	4.14	1.97	2.17	1.03	7888	12465	19497
14	5.94	0.87	5.07	1.28	9812	15505	24252
15	0.87	0.25	0.62	0.20	1531	2420	3785
16	1.46	0.58	0.88	0.35	2693	4256	6657

NOTE:
1. RUNOFF COEFFFICIENTS BASED ON HYDROLOGIC GROUP 'B' SOILS
3. V_1 BASED ON 2.12" OF EXPECTED RAINFALL FOR A 1-YR STORM EVENT OF 24-HR DURATION FOR FARMINGTON, MICHIGAN (NO. 14, VOL. 8, VER. 2)
   $V_1 = 2.12" \times 1\ FT/12\ IN \times CA \times 43560\ SF/AC$
3. V_{10} BASED ON 3.35" OF EXPECTED RAINFALL FOR A 10-YR STORM EVENT OF 24-HR DURATION FOR FARMINGTON, MICHIGAN (NO. 14, VOL. 8, VER. 2)
   $V_{10} = 3.35" \times 1\ FT/12\ IN \times CA \times 43560\ SF/AC$
4. V_{100} BASED ON 5.24" OF EXPECTED RAINFALL FOR A 100-YR STORM EVENT OF 24 HR DURATION FARMINGTON, MICHIGAN (NO. 14, VOL. 8, VER. 2)
   $V_{100} = 5.24" \times 1\ FT/12\ IN \times CA \times 43560\ SF/AC$

PRE-DEVELOPMENT WETLAND STORAGE TABLE

WETLAND AREAS	SURFACE AREA (SQ. FT.)	V_1 (CF)	V_{10} (CF)	V_{100} CF	DEPTH OF WATER (") @ V_1	DEPTH OF WATER (") @ V_{10}	DEPTH OF WATER (") @ V_{100}
F	12485	1770	2797	4375	1.70	2.89	4.21
G	2713	3078	4864	7608	13.61	6.58	33.65
H	48932	10658	16842	26344	2.61	4.13	6.52
I/K	206652	56139	88711	138760	3.23	5.10	7.98
J	1505	2024	3198	5003	16.14	25.50	39.89
L	12415	9812	15505	24252	9.48	14.99	23.44
M	8928	3409	5387	8426	4.58	7.24	11.33
N	2596	1531	2420	3785	7.08	11.19	17.50
O	16578	2693	4256	6657	1.95	3.08	4.82
Q	10073	4356	6883	10766	5.19	8.20	12.83
R	1824	2870	4536	7095	17.90	28.29	44.25
S	2179	1008	1593	2492	5.55	8.77	13.72
T	42268	7888	12465	19497	2.24	3.54	5.54
U/V/X	14364	4710	7442	11641	3.93	6.22	9.73
Y	9010	4440	7017	10975	5.91	9.35	14.62
Z	1078	1593	2517	3937	17.73	28.02	43.83

NOTES:
1. STORAGE DEPTH DOES NOT TAKE INTO ACCOUNT SUBSURFACE STORAGE OR INFILTRATION, OR TIME OF CONCETRATION TO REACH WETLAND.

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PRE-DEVELOPMENT DRAINAGE PLAN
THE GROVE
NOVI, MICHIGAN

DATE 7/14/24 | SCALE HOR: 1" = 100' VER: 1" = N/A
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DRAWN BY DAB | SHEET SP-5

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POST-DEVELOPMENT DRAINAGE MASTER PLAN TABLE (4-28-2025)

DRAINAGE AREA	TOTAL AREA (AC)	DISCRIPTION	PAVEMENT (AC)	ROOF (AC)	LAWN (AC)	OPEN WATER (AC)	CA	VR100 (CF)	VA100 (CF)	NOTES	Qo (CFS)
ORANGE	7.97	DRAINAGE AREA 'A'	2.11	2.04	3.35	0.47	6.56	105,917	82,415	STORAGE PROVIDED IN DETENTION POND 'A'	0.43
LT. BLUE	3.79	DRAINAGE AREA 'B'	1.14	1.03	1.37	0.25	3.51	53,345	37,372	STORAGE PROVIDED IN DETENTION POND 'B'	0.75
PURPLE	7.11	DRAINAGE AREA 'C'	1.26	2.03	3.37	0.45	4.74	92,439	67,829	STORAGE PROVIDED IN DETENTION POND 'C'	0.68
GOLD	3.44	DRAINAGE AREA 'D'	1.02	0.57	1.48	0.17	2.27	45,104	29,311	STORAGE PROVIDED IN DETENTION POND 'D'	0.43
PINK	2.67	DRAINAGE AREA 'E'	0.43	0.39	1.49	0.16	1.53	28,893	19,569	STORAGE PROVIDED IN DETENTION BASIN 'E'	0.28
LT. GREEN	8.35	DRAINAGE AREA 'F'	1.98	2.38	3.45	0.54	5.89	112,333	86,917	STORAGE PROVIDED IN DETENTION POND 'F'	0.64

IMPACTS TO WETLANDS "H" AND "I/K"

PER NOAA ATLAS FOR FARMINGTON, MICHIGAN (ATLAS 14, VOLUME 8, VERSION 2):

i_p = 2.12"/24-HR
i_{wH} = 3.35"/24-HR
i_{wI} = 5.24"/24-HR

WE SHALL ENVISAGE THE VOLUMES OF WATER AND THE DEPTH OF WATER FOR EACH OF THE ABOVE STORM EVENTS FOR THE PRE-DEVELOPMENT AND POST-DEVELOPMENT CONDITIONS.

PRE-DEVELOPMENT CONDITION

DRAINAGE PARAMETERS ARE THE DRAINAGE AREAS OF 1 (WETLAND 'I'/'K') AND 5 (WETLAND 'H')
(SEE SHEET SP-5.0)

C_{AI} = 1.39 AC IMP C_{AH} = 7.30 AC IMP

DETERMINE DEPTH OF WATER OVER SURFACE OF EXISTING WETLAND:

	SURFACE AREA (SF)	V_O (CF)	E_{XO} (CF)	V_{WO} (CF)	D_O (IN.)	D_{WO} (IN.)	D_{SO} (IN.)
H	49,932	10558	16842	26044	2.61	4.13	6.52
I/K	208,452	56139	88711	138760	3.29	5.10	7.98

POST-DEVELOPMENT CONDITION

DRAINAGE PARAMETERS FOR WETLAND 'H' ARE THE SUM OF DRAINAGE AREAS ORANGE.
DRAINAGE PARAMETERS FOR WETLAND 'I/K' ARE THE SUM OF DRAINAGE AREAS LT. BLUE, GOLD, PINK, AND LT. GREEN.
(SEE SHEET SP-5.1)

C_{AH} = 5.58 AC IMP
$C_{AI/K}$ = 2.81 + 4.76 + 2.27 + 1.64 + 5.89 = 17.37 AC IMP

DETERMINE DEPTH OF WATER OVER SURFACE OF EXISTING WETLAND AND MITIGATION AREA:

	SURFACE AREA (SF)	V_O (CF)	E_{XO} (CF)	V_{WO} (CF)	D_O (IN.)	D_{WO} (IN.)	D_{SO} (IN.)
H	89,877	40598	67852	108337	5.79	9.05	14.17
I/K	274,842	139662	217219	330594	5.83	9.22	14.42

CHANGES TO WETLAND FROM PRE-DEVELOPMENT CONDITION

	V_O (CF)	E_{XO} (CF)	V_{WO} (CF)	D_O (IN.)	D_{WO} (IN.)	D_{SO} (IN.)
H	+32280	+50310	+79799	+3.12	+4.92	+7.65
I/K	+77529	+128508	+191834	+2.60	+4.12	+6.44

NOTE: THE POST-CONDITION STORAGE VOLUMES AND DEPTHS DO NOT TAKE INTO CONSIDERATION THE PROPOSED DETENTION BASINS VOLUMES AND RELEASE TIMES INTO THE WETLANDS.

STORMWATER OFFSITE OUTLET ANALYSIS

STORMWATER FROM THE PROPOSED DEVELOPMENT SHALL OUTLET TO ONSITE WETLANDS WHICH EXTEND OFFSITE ONTO THE MDOT I-5 WETLAND CONSERVATION AREA. THE EXTENTS OF THE OFFSITE WETLANDS ARE DEPICTED ON THE PLANS PER THE CITY OF NOVI WETLANDS MAPS. THERE ARE THREE (3) DISCHARGE LOCATIONS INTO THE MDOT WETLANDS. THESE ARE INDICATED ON THE POST-DEVELOPMENT DRAINAGE PLAN AS DRAINAGE AREAS 1 (WETLAND I/K), 14 (WETLAND L), AND 16 (WETLAND O). A COMPARISON OF THE PRE- AND POST-DEVELOPMENT 100-YEAR DISCHARGES FROM THESE THREE AREAS USING THE FOLLOWING FORMULAE:

$Q_{100} = CxI_{100}xA$

$I_{100} = 275/(T + 25)$ WHERE T= 20 MINUTES

$I_{100} = 275/(25 + 25) = 6.11$ IN/HR

DRAINAGE AREA 1 (WETLAND I/K):

PRE-DEVELOPMENT:
CA = 7.30
$Q_{PRE} = 7.30 \times 6.11 = 44.60$ CFS

POST-DEVELOPMENT
DRAINAGE AREA 1 UNDERTAKEN:
A = 7.61 + 3.71 = 11.32 ACRES
C = 0.23
$Q_{POST} = 11.32 \times 0.23 \times 6.11 = 15.91$ CFS

THE FOLLOWING ARE THE RESTRICTED PROPOSED DETENTION BASIN DISCHARGES INTO WETLAND I/K:
$Q_{POST,A} = 0.57$ CFS
$Q_{POST,B} = 0.70$ CFS
$Q_{POST,C} = 0.52$ CFS
$Q_{POST,D} = 0.40$ CFS
$Q_{POST,E} = 0.67$ CFS
2.86 CFS

$Q_{TOTAL,POST} = 15.91 - 2.86 = 13.77$ CFS < Q_{PRE} (44.60 CFS)

DRAINAGE AREA 14 (WETLAND L):

PRE-DEVELOPMENT:
CA = 1.28
$Q_{PRE} = 1.28 \times 6.11 = 7.82$ CFS

POST-DEVELOPMENT
DRAINAGE AREA 14 UNDERTAKEN:
A = 1.89 ACRES
C = 0.21
$Q_{POST} = 1.89 \times 0.21 \times 6.11 = 2.42$ CFS < Q_{PRE} (7.82 CFS)

DRAINAGE AREA 16 (WETLAND O):

PRE-DEVELOPMENT:
CA = 0.35
$Q_{PRE} = 0.35 \times 6.11 = 2.14$ CFS

POST-DEVELOPMENT
DRAINAGE AREA 16 UNDERTAKEN:
A = 1.50 ACRES
C = 0.19
$Q_{POST} = 1.50 \times 0.19 \times 6.11 = 1.74$ CFS < Q_{PRE} (2.14 CFS)

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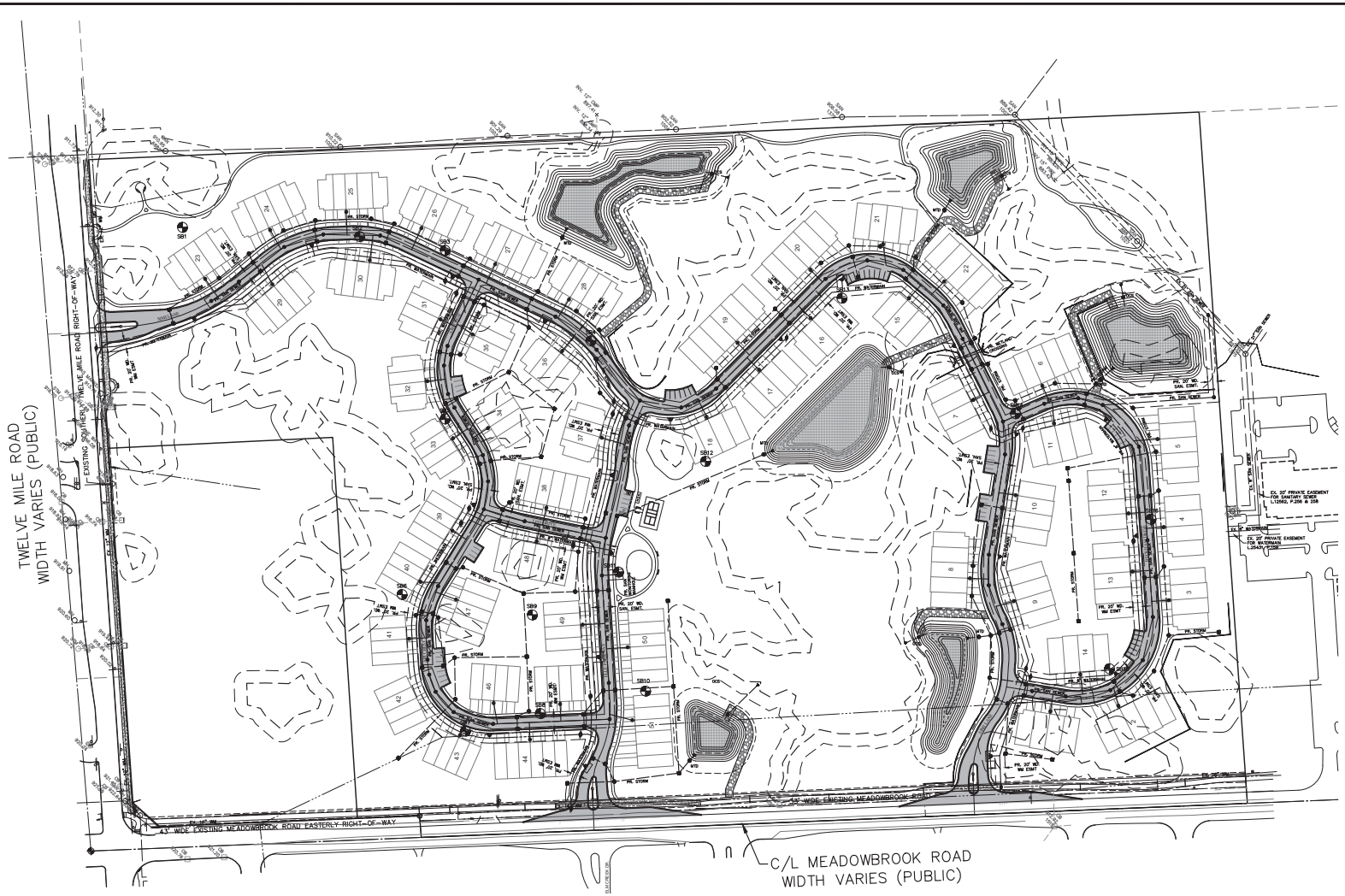
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DRAWN BY DAB	SHEET SP-5.1		

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SCALE: 1" = 100'

0 50' 100' 200'

UTILITY LEGEND

EXISTING	PROPOSED
MANHOLE	MANHOLE
CATCH BASIN	CATCH BASIN
INLET	INLET
CLEANOUT	CLEANOUT
END SECTION	END SECTION
ROOF DRAIN	ROOF DRAIN
GATE VALVE	GATE VALVE
HYDRANT	HYDRANT
WATER SHUT-OFF	WATER SHUT-OFF
UTILITY POLE	TREE REMOVAL
GUY ANCHOR	SANITARY SEWER
LIGHT POLE	STORM SEWER
SIGN	WATER MAIN
TREE	DITCH
TREE LINE	
SANITARY SEWER	
STORM SEWER	
WATER MAIN	
GAS MAIN	
ELECTRIC CABLE	

SANITARY SEWER NOTES:

1. PROVIDE A TESTING BULKHEAD IMMEDIATELY UPSTREAM OF THE SANITARY CONNECTION POINT. ADDITIONALLY, PROVIDE A TEMPORARY 1-FOOT-DEEP SUMP IN THE FIRST SANITARY STRUCTURE PROPOSED UPSTREAM OF THE CONNECTION POINT, AND PROVIDE A SECONDARY WATERTIGHT BULKHEAD IN THE DOWNSTREAM SIDE OF THIS STRUCTURE.
2. TWO 6-GAUGE SOLID OR STRANDED ANNEALED OR HARD COPPER TRACER WIRES WITH GREEN 45 MIL-THICK INSULATION (HMWPE) SHALL BE ATTACHED TO THE SEWER PIPE IN ACCORDANCE WITH CURRENT WRC SPECIFICATIONS. SPLICES SHALL BE MADE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. SPLICE SHALL THEN BE ATTACHED TO PIPE WITH TIES AND HEAT SHRINK-WRAPPED IN PLACE TO RE-ESTABLISH INSULATION ACROSS SPLICED LENGTH. ALL SPLICES SHALL REQUIRE TESTING OF THE ENTIRE LENGTH OF WIRE FOR CONTINUITY FROM STRUCTURE TO STRUCTURE. A MINIMUM LENGTH OF 6 FEET OF TRACER WIRE SHALL BE COILED AND LEFT ACCESSIBLE UNDER THE COVER OF ALL MANHOLES, SERVICE VALVE BOXES AND OTHER STRUCTURES AS DIRECTED BY THE ENGINEER. THE TRACER WIRE SHALL BE ATTACHED TO THE OUTSIDE OF THE MANHOLE DIRECTLY ABOVE THE PIPE AND SHALL ENTER THE MANHOLE BETWEEN THE MANHOLE. CONTRACTOR IS RESPONSIBLE FOR TESTING CONTINUITY OF TRACER WIRE FROM STRUCTURE TO STRUCTURE USING EQUIPMENT COMPATIBLE WITH OAKLAND COUNTY WATER RESOURCES COMMISSIONERS OFFICE OR LOCAL CITY/VILLAGE/TOWNSHIP MISS DIG LOCATING DEVICES. AT LEAST ONE OF THE TWO WIRES SHALL BE REQUIRED TO HAVE PASSED THE CONTINUITY TESTING REQUIREMENT.

SANITARY SEWER REU'S:

EXISTING ZONING: OST
BUILDING AREA= 984,600 SF ("CONCEPTUAL OST SITE PLAN")
REU = 0.40/1,000 SF (OCWRC GENERAL OFFICE)
REU = 0.40/1,000 SF x 984,600 SF = 393.84

PROPOSED ZONING: PRO (USING RM-1 ZONING)
RESIDENTIAL DWELLING UNITS: VISTAS = 68
MEADOWS = 67
WOODS = 36
POINTE = 61
232 UNITS

REU = 2 BED = 0.75/UNIT, 3 BED = 1.00/UNIT (CITY OF NOVI)

THE UNITS WILL EITHER BE 2 OR 3 BEDROOMS. SINCE THE ACTUAL UNITS HAVE NOT YET BE DESIGNATED FOR THE NUMBER OF BEDROOMS, WE WILL ASSUME THAT THEY ARE ALL 3 BEDROOM FOR DESIGN PURPOSES.

REU =1.00/UNIT x 232 UNITS = 232.0 REU'S

OPTIONAL CLUBHOUSE:
BLDG. AREA = 3,582 SF
REU = 0.40/1,000 SF (OCWRC GENERAL OFFICE)
REU = 0.40/1,000 SF x 3,582 SF = 1.43 REU

OPTIONAL POOL:
AREA = 1,957 SF
REU = 3.0/1,000 SF
REU = 3.0/1,000 SF x 1,957 SF = 5.87 REU

TOTAL REU WITHOUT OPTIONAL CLUBHOUSE/POOL = 232.0 REU'S
TOTAL REU WITH OPTIONAL CLUBHOUSE/POOL = 232.0+1.43+5.87 = 239.3 REU

THE PROPOSED REU IS LESS THAN THE POSSIBLE EXISTING ZONING REU IN EITHER CASE.

WATERMAIN NOTES:

1. BACTERIOLOGICAL SAMPLING SHALL BE IN ACCORDANCE WITH R325.11110 OF THE ADMINISTRATIVE RULES PROMULGATED UNDER MICHIGAN SAFE DRINKING WATER ACT, 1976 PA 399, AS AMENDED. TWO CONSECUTIVE BACTERIOLOGICAL SAMPLES SHALL BE COLLECTED 24 HOURS APART AT EACH SAMPLING SITE. SAMPLING SITE SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF AWWA STANDARD C651.
2. FOR THE PROPOSED DUCTILE IRON WATER MAINS, EACH PIPE, HYDRANT, VALVE, AND OTHER APPURTENANCE MATERIAL THAT COMES IN CONTACT WITH POTABLE WATER MUST BE CERTIFIED TO MEET THE ANSI/NSF STANDARD 61 AND THE CERTIFICATION SHOULD BE STAMPED ON THE EXTERIOR WALL OF THE PIPE OR APPURTENANCE.

WATERMAIN CROSSING NOTE:

PER THE TEN STATES STANDARDS ARTICLE 8.8.3, ONE FULL 20-FOOT PIPE LENGTH OF WATER MAIN SHALL BE USED WHENEVER STORM SEWER OR SANITARY SEWER IS CROSSED, AND THE PIPE SHALL BE CENTERED ON THE CROSSING, IN ORDER TO ENSURE 10-FOOT SEPARATION BETWEEN WATER MAIN AND SEWERS.

NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENT OF ALL STRUCTURES, KNOWN OR UNKNOWN, SHOWN OR UNSHOWN, LOCATED WITHIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE IF ANY SUCH STRUCTURES ARE IDENTIFIED. ALL COSTS ASSOCIATED WITH LOCATING AND ADJUSTING THESE STRUCTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. DESIGN PROFESSIONAL AND CLIENT WARRANT THAT IN TRANSMITTING INSTRUMENTS OF SERVICE, OR ANY OTHER INFORMATION, THE TRANSMITTING PARTY IS THE COPYRIGHT OWNER OF SUCH INFORMATION OR HAS PERMISSION FROM THE COPYRIGHT OWNER TO TRANSIT SUCH INFORMATION FOR ITS USE OF THE PROJECT. IF THE CLIENT AND DESIGN PROFESSIONAL INTEND TO TRANSMIT INSTRUMENTS OF SERVICE OR ANY OTHER INFORMATION OR DOCUMENTATION IN DIGITAL FORM, THEY SHALL ENDEAVOR TO ESTABLISH NECESSARY PROTOCOLS GOVERNING SUCH TRANSMISSIONS.

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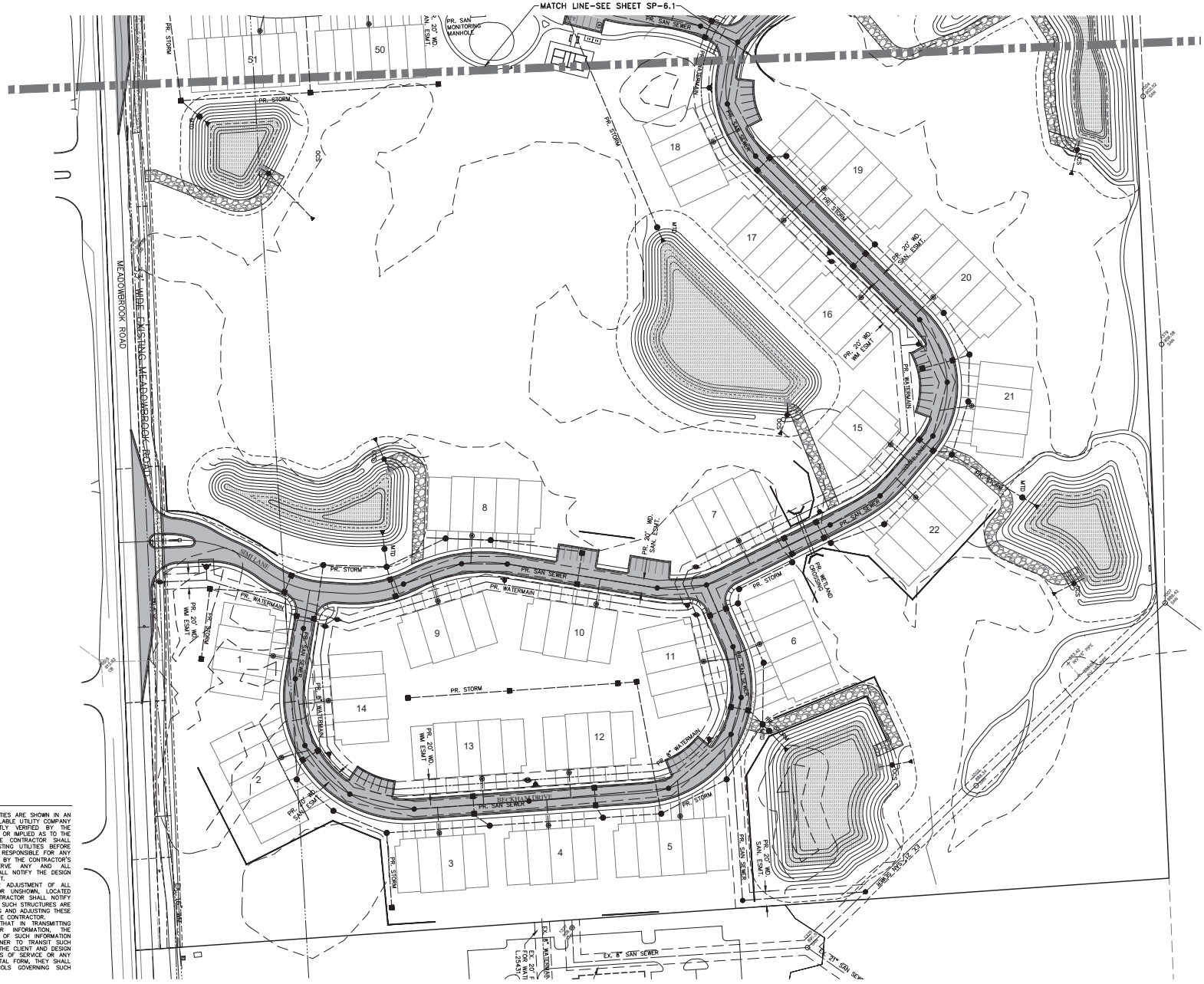
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OVERALL UTILITY PLAN
THE GROVE
NOVI, MICHIGAN

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12 MILE ROAD
EXISTING SOUTHERLY TWELVE MILE ROAD RIGHT-OF-WAY
EX. 12" WM
43' WIDE EXISTING MEADOWBROOK ROAD EASTERLY RIGHT-OF-WAY
MEADOWBROOK ROAD
PR. 20' WD. WM ESMT.
PR. ANDOVER
SHELTAIRE
PR. STORM
PR. SANITARY SEWER
PR. 20' WD. SAN. ESMT.
ARTCREST
PR. SAN SEWER
PR. WATERMAIN
PR. 20' WD. WM ESMT
PR. 20' WD. SAN. ESMT.
PR. STORM



UTILITY LEGEND

EXISTING

- MANHOLE
- CATCH BASIN
- INLET
- CLEANOUT
- END SECTION
- ROOF DRAIN
- GATE VALVE
- HYDRANT
- WATER SHUT-OFF
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- SIGN
- TREE
- TREE LINE
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC CABLE

PROPOSED

- MANHOLE
- CATCH BASIN
- INLET
- CLEANOUT
- END SECTION
- ROOF DRAIN
- GATE VALVE
- HYDRANT
- WATER SHUT-OFF
- TREE REMOVAL
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- ℄ DITCH

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1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.
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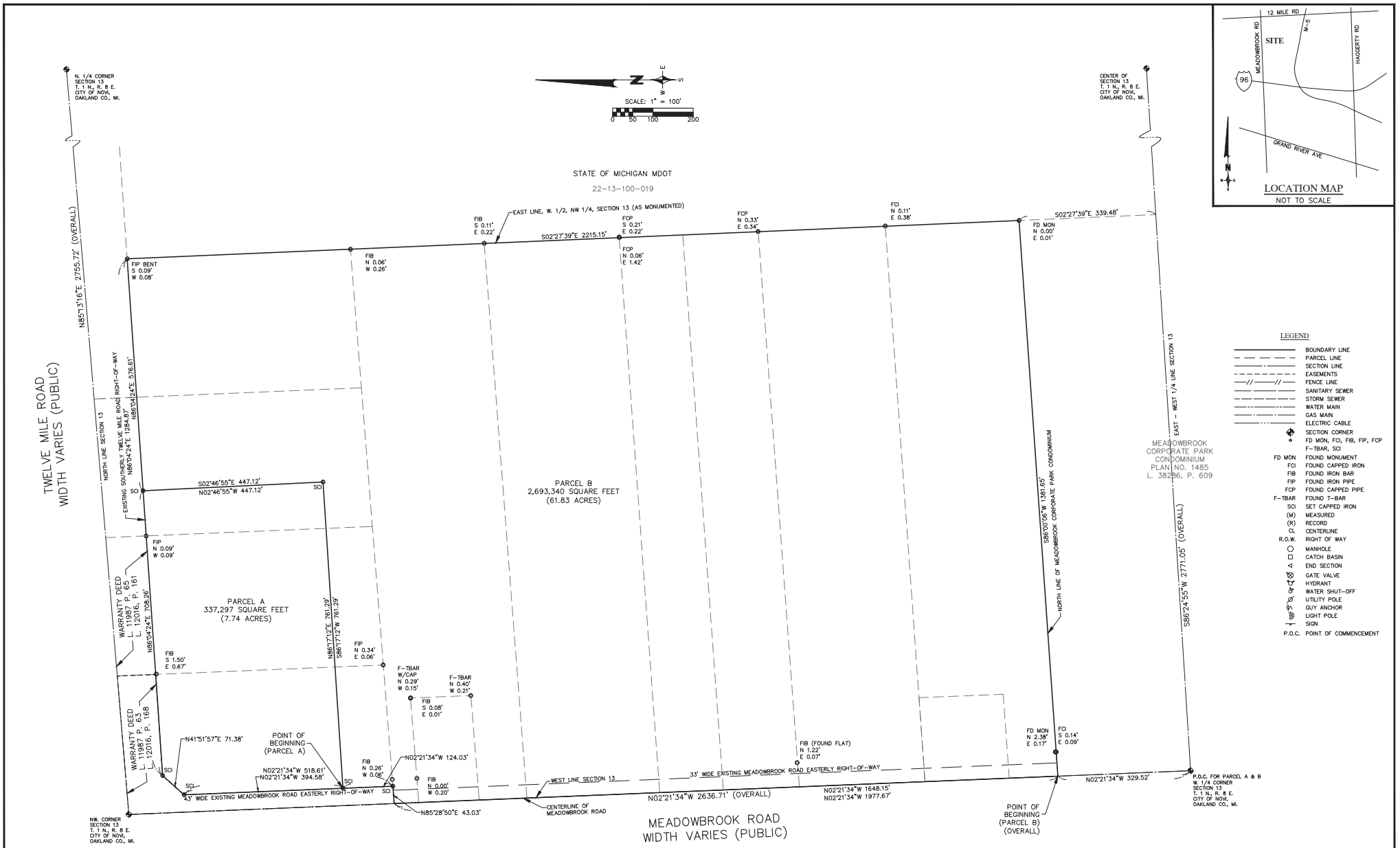
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UTILITY PLAN
THE GROVE
NOVI, MICHIGAN

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NOTES:
SEE SHEET SP-7.1 FOR BOUNDARY SURVEY PER TITLE WORK.
SEE SHEET SP-7.2 FOR EXISTING EASEMENTS.
SEE SHEET SP-7.3 FOR LEGAL DESCRIPTIONS.

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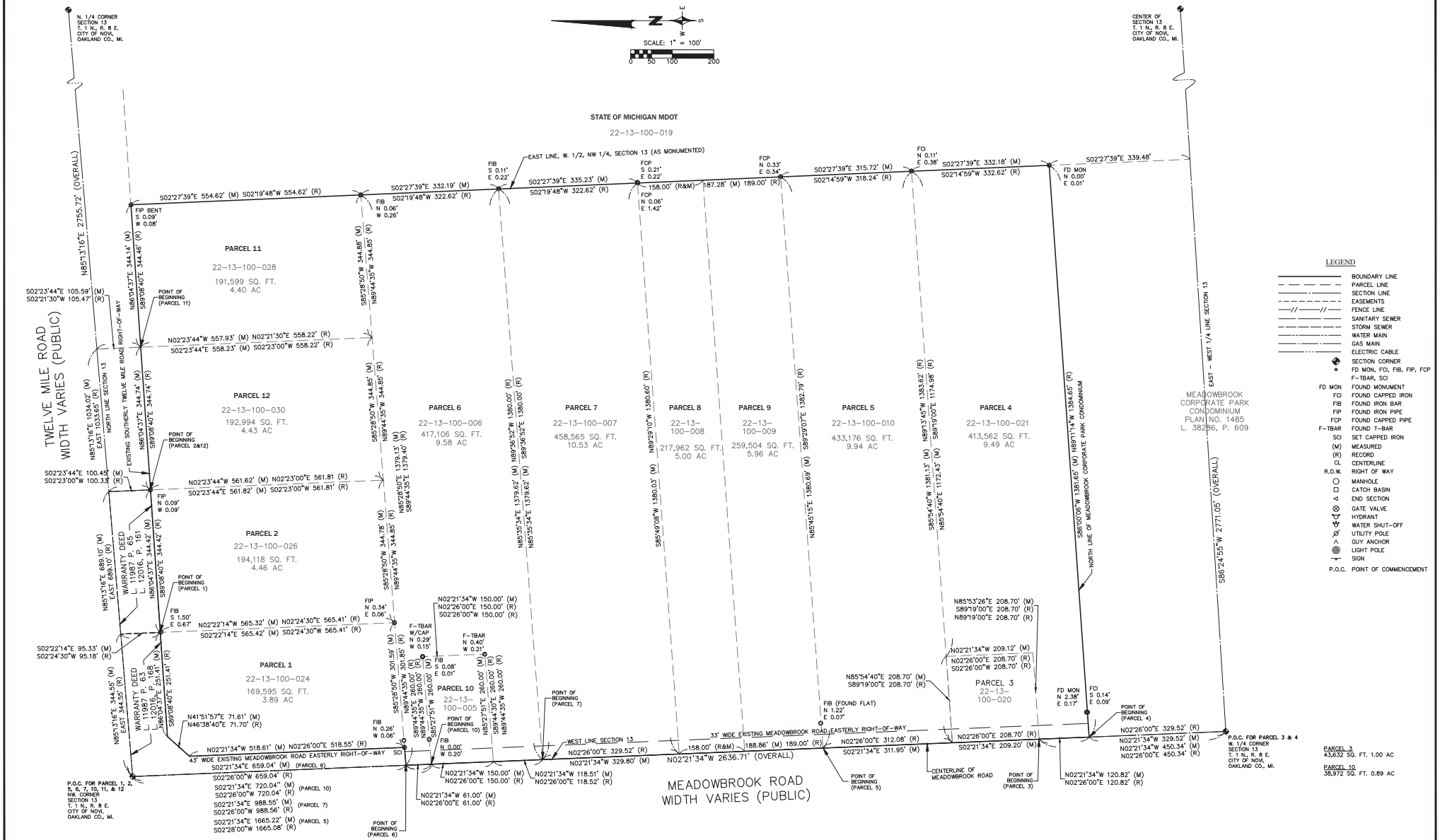
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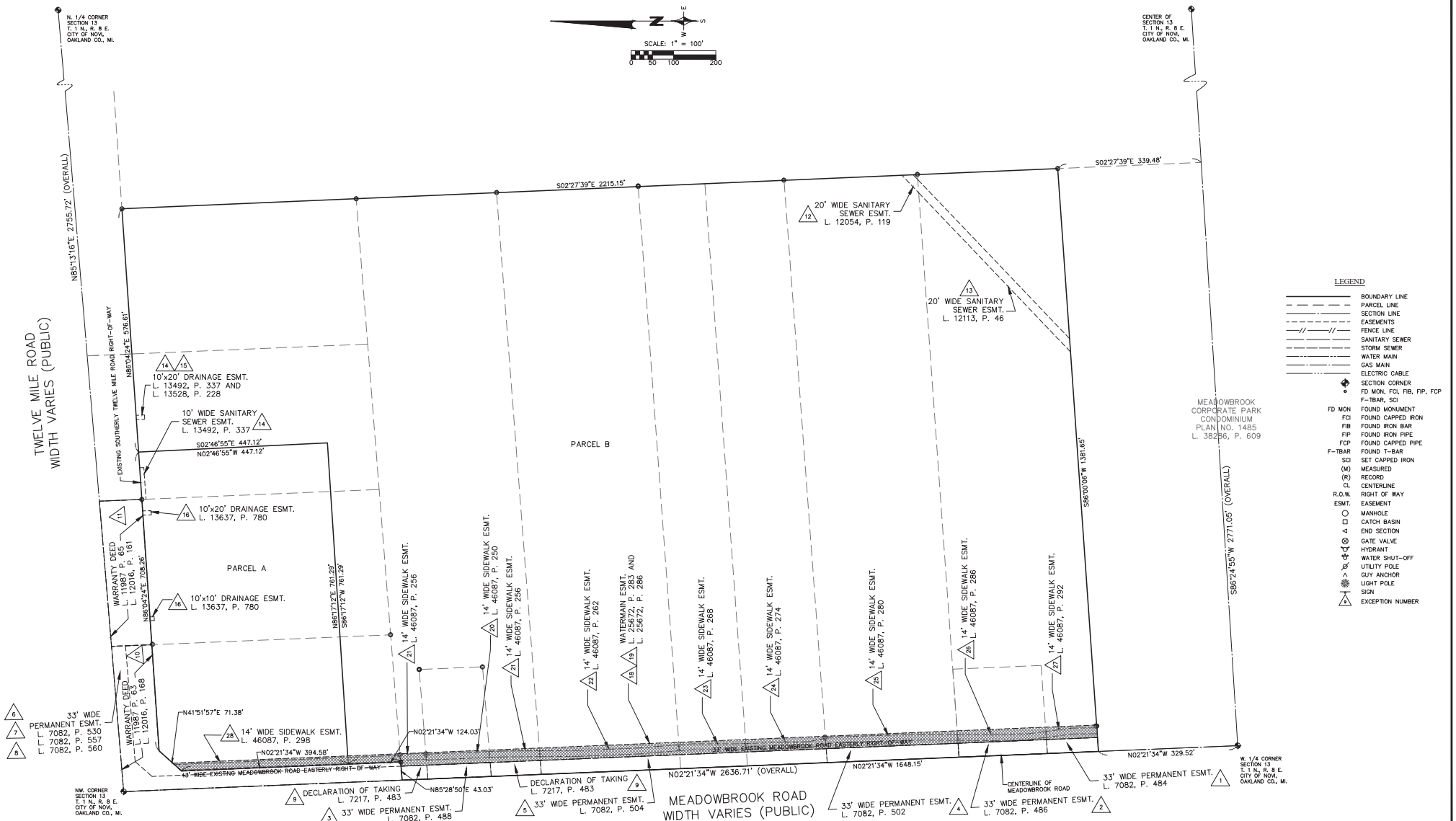
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LEGAL DESCRIPTIONS PER TITLE COMMITMENT:

EXHIBIT "A"

THE LAND REFERRED TO IN THIS SEARCH IS DESCRIBED AS FOLLOWS: CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN

PARCEL 1

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS:
BEGINNING AT A POINT DISTANT EAST 344.55 FEET AND SOUTH 02 DEGREES 24 MINUTES 30 SECONDS WEST 95.18 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 02 DEGREES 24 MINUTES 30 SECONDS WEST 565.41 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 35 SECONDS WEST 901.85 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 518.55 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 40 SECONDS EAST 71.70 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 40 SECONDS EAST 251.41 FEET TO THE POINT OF BEGINNING.

PARCEL 2

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS:
BEGINNING AT A POINT DISTANT EAST 689.10 FEET AND SOUTH 02 DEGREES 23 MINUTES 00 SECONDS WEST 100.33 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 02 DEGREES 23 MINUTES 00 SECONDS WEST 561.81 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 35 SECONDS WEST 344.85 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 30 SECONDS EAST 565.41 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 40 SECONDS EAST 344.42 FEET TO THE POINT OF BEGINNING.

PARCEL 3

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 450.34 FEET ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF MEADOWBROOK ROAD TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 208.70 FEET ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF MEADOWBROOK ROAD; THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 208.70 FEET; THENCE SOUTH 02 DEGREES 26 MINUTES 00 SECONDS WEST 208.70 FEET (RECORDED AS SOUTH 01 DEGREE 59 MINUTES 34 SECONDS WEST 208.70 FEET); THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 208.70 FEET (RECORDED AS NORTH 89 DEGREES 11 MINUTES 40 SECONDS WEST 208.70 FEET) TO THE POINT OF BEGINNING.

PARCEL 4

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS WEST 329.52 FEET ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF MEADOWBROOK ROAD TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 120.82 FEET ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF MEADOWBROOK ROAD; THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 208.70 FEET (RECORDED AS SOUTH 89 DEGREES 11 MINUTES 40 SECONDS EAST 208.70 FEET); THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 208.70 FEET (RECORDED AS NORTH 01 DEGREES 59 MINUTES 34 SECONDS EAST 208.71 FEET); THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 1174.98 FEET (RECORDED AS SOUTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 1173.10 FEET); THENCE SOUTH 02 DEGREES 14 MINUTES 59 SECONDS WEST 332.62 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 13 (RECORDED AS SOUTH 02 DEGREES 19 MINUTES 48 SECONDS WEST 332.62 FEET); THENCE NORTH 89 DEGREES 11 MINUTES 14 SECONDS WEST 1384.65 FEET (RECORDED AS NORTH 89 DEGREES 06 MINUTES 02 SECONDS WEST 1382.40 FEET) TO THE POINT OF BEGINNING.

PARCEL 5

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST 1665.08 FEET ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF MEADOWBROOK ROAD TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 29 MINUTES 07 SECONDS EAST 1382.79 FEET; THENCE SOUTH 02 DEGREES 14 MINUTES 59 SECONDS WEST 318.24 FEET (RECORDED AS SOUTH 02 DEGREES 19 MINUTES 48 SECONDS WEST) ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH 89 DEGREES 13 MINUTES 45 SECONDS WEST 1383.62 FEET (RECORDED AS 1381.80 FEET); THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 312.08 FEET ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF MEADOWBROOK ROAD TO THE POINT OF BEGINNING.

PARCEL 6

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS:
BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 26 MINUTES 00 SECONDS WEST 659.04 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 44 MINUTES 35 SECONDS EAST 1379.40 FEET; THENCE SOUTH 02 DEGREES 19 MINUTES 48 SECONDS WEST 322.62 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 52 SECONDS WEST 1380.06 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 118.52 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 30 SECONDS EAST 260.00 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 150.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 35 SECONDS WEST 260.00 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 61.00 FEET TO THE POINT OF BEGINNING.

PARCEL 7

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS:
BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 26 MINUTES 00 SECONDS WEST 988.56 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 36 MINUTES 52 SECONDS EAST 1380.00 FEET; THENCE SOUTH 02 DEGREES 19 MINUTES 48 SECONDS WEST 322.62 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 10 SECONDS WEST 1380.60 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 329.52 FEET TO THE POINT OF BEGINNING.

PARCEL 8

THE NORTH 158.00 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST.

PARCEL 9

THE SOUTH 189.00 FEET OF THE NORTH 347.00 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4, SECTION 13, TOWN 1 NORTH, RANGE 8 EAST.

PARCEL 10

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 02 DEGREES 26 MINUTES 00 SECONDS WEST 720.04 FEET ALONG THE WEST LINE OF SAID SECTION 13, AND THE CENTERLINE OF MEADOWBROOK ROAD, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 44 MINUTES 35 SECONDS EAST 260.00 FEET; THENCE SOUTH 02 DEGREES 26 MINUTES 00 SECONDS WEST 150.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 35 SECONDS WEST 260.00 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 00 SECONDS EAST 150.00 FEET ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF SAID MEADOWBROOK ROAD TO THE POINT OF BEGINNING.

PARCEL 11

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBED AS:
BEGINNING AT A POINT DISTANT EAST 1033.65 FEET AND SOUTH 02 DEGREES 21 MINUTES 30 SECONDS WEST 105.47 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 08 MINUTES 40 SECONDS EAST 344.46 FEET; THENCE SOUTH 02 DEGREES 19 MINUTES 48 SECONDS WEST 554.62 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 35 SECONDS WEST 344.85 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 30 SECONDS EAST 558.22 FEET TO THE POINT OF BEGINNING.

PARCEL 12

PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, DESCRIBES AS:
BEGINNING AT A POINT DISTANT EAST 689.10 FEET AND SOUTH 02 DEGREES 23 MINUTES 00 SECONDS WEST 100.33 FEET FROM THE NORTHWEST SECTION CORNER; THENCE SOUTH 89 DEGREES 08 MINUTES 40 SECONDS EAST 344.74 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 00 SECONDS WEST 558.22 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 35 SECONDS WEST 344.85 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 00 SECONDS EAST 561.81 FEET TO THE POINT OF BEGINNING.

EXCEPTIONS:

1. EASEMENT GRANTED TO THE CITY OF NOVI FOR PUBLIC UTILITIES AND HIGHWAY PURPOSES RECORDED IN LIBER 7082, PAGE 484, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 4. **SHOWN.**
2. EASEMENT GRANTED TO THE CITY OF NOVI FOR PUBLIC UTILITIES AND HIGHWAY PURPOSES RECORDED IN LIBER 7082, PAGE 486, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 3. **SHOWN.**
3. EASEMENT GRANTED TO THE CITY OF NOVI FOR PUBLIC UTILITIES AND HIGHWAY PURPOSES RECORDED IN LIBER 7082, PAGE 488, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 5 (PARCEL 10). **SHOWN.**
4. EASEMENT GRANTED TO THE CITY OF NOVI FOR PUBLIC UTILITIES AND HIGHWAY PURPOSES RECORDED IN LIBER 7082, PAGE 502, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 5. **SHOWN.**
5. EASEMENT GRANTED TO THE CITY OF NOVI FOR PUBLIC UTILITIES AND HIGHWAY PURPOSES RECORDED IN LIBER 7082, PAGE 504, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCELS 7, 8 AND 9. **SHOWN.**
6. EASEMENT GRANTED TO THE CITY OF NOVI FOR PUBLIC UTILITIES AND HIGHWAY PURPOSES RECORDED IN LIBER 7082, PAGE 530, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 1. **SHOWN.**
7. EASEMENT GRANTED TO THE CITY OF NOVI FOR PUBLIC UTILITIES AND HIGHWAY PURPOSES RECORDED IN LIBER 7082, PAGE 557, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 1. **SHOWN.**
8. EASEMENT GRANTED TO THE CITY OF NOVI FOR PUBLIC UTILITIES AND HIGHWAY PURPOSES RECORDED IN LIBER 7082, PAGE 560, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 1. **SHOWN.**
9. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN, AND EASEMENT(S) CREATED BY, DECLARATION OF TAKING RECORDED IN LIBER 7217, PAGE 483, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCELS 3 THROUGH 10, BOTH INCLUSIVE. **SHOWN.**
10. EASEMENT(S) CONTAINED IN AND/OR CREATED BY WARRANTY DEED RECORDED IN LIBER 11987, PAGE 63, AND RE-RECORDED IN LIBER 12016, PAGE 168, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 1. **SHOWN.**
11. EASEMENT(S) CONTAINED IN AND/OR CREATED BY WARRANTY DEED RECORDED IN LIBER 11987, PAGE 65, AND RE-RECORDED IN LIBER 12016, PAGE 161, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 2. **SHOWN.**
12. SANITARY SEWER EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 12054, PAGE 119, OAKLAND COUNTY RECORDS, AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS PERTAINS TO PARCEL 5. **SHOWN. TEMPORARY CONSTRUCTION EASEMENT NOT SHOWN.**
13. SANITARY SEWER EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 12113, PAGE 46, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 4. **SHOWN. TEMPORARY CONSTRUCTION EASEMENT NOT SHOWN.**
14. SANITARY SEWER EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 13492, PAGE 337, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCELS 11 AND 12. **SHOWN. TEMPORARY CONSTRUCTION EASEMENT NOT SHOWN.**
15. DRAINAGE EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 13528, PAGE 228, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCELS 11 AND 12. **SHOWN. TEMPORARY CONSTRUCTION EASEMENT NOT SHOWN.**
16. DRAINAGE EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 13637, PAGE 780, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 2. **SHOWN. TEMPORARY CONSTRUCTION EASEMENT NOT SHOWN.**
17. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN TERMINATION AND RECIPROCAL RELEASE OF DEED RESTRICTION RECORDED IN LIBER 19886, PAGE 883, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 1 AND PARCELS 3 THROUGH 10. **BLANKETS PARCELS 1, 2 3, 5, 7, 8, 9, 10, 12, AND A PORTION OF PARCEL 11. NOTHING TO PLOT.**
18. EASEMENT GRANTED TO THE CITY OF NOVI FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF WATER MAIN RECORDED IN LIBER 25672, PAGE 283, OAKLAND COUNTY RECORDS, AS PERTAINS TO ALL PARCELS. **SHOWN. TEMPORARY CONSTRUCTION EASEMENT NOT SHOWN.**
19. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN, AND EASEMENT(S) CREATED BY, BILL OF SALE FOR WATER SUPPLY SYSTEM RECORDED IN LIBER 25672, PAGE 286, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 1, PARCEL 3 AND PARCELS 5 THROUGH 10, BOTH INCLUSIVE. **SHOWN. TEMPORARY CONSTRUCTION EASEMENT NOT SHOWN.**
20. SIDEWALK EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 46087, PAGE 250, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 10. **SHOWN. TEMPORARY GRADING PERMIT NOT SHOWN.**
21. SIDEWALK EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 46087, PAGE 256, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 6. **SHOWN. TEMPORARY GRADING PERMIT NOT SHOWN.**
22. SIDEWALK EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 46087, PAGE 262, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 7. **SHOWN. TEMPORARY GRADING PERMIT NOT SHOWN.**
23. SIDEWALK EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 46087, PAGE 268, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 8. **SHOWN. TEMPORARY GRADING PERMIT NOT SHOWN.**
24. SIDEWALK EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 46087, PAGE 274, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 9. **SHOWN. TEMPORARY GRADING PERMIT NOT SHOWN.**
25. SIDEWALK EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 46087, PAGE 280, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 5. **SHOWN. TEMPORARY GRADING PERMIT NOT SHOWN.**
26. SIDEWALK EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 46087, PAGE 286, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 3. **SHOWN. TEMPORARY GRADING PERMIT NOT SHOWN.**
27. SIDEWALK EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 46087, PAGE 292, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 4. **SHOWN. TEMPORARY GRADING PERMIT NOT SHOWN.**
28. SIDEWALK EASEMENT GRANTED TO THE CITY OF NOVI RECORDED IN LIBER 46087, PAGE 298, OAKLAND COUNTY RECORDS, AS PERTAINS TO PARCEL 1. **SHOWN. TEMPORARY GRADING PERMIT NOT SHOWN.**
29. ANY RIGHTS, TITLE, INTEREST IN OR CLAIMS THEREOF TO THAT PORTION OF THE LAND LYING WITHIN THE DRAIN CROSSING THE SUBJECT PROPERTY, AS PERTAINS TO PARCELS 4, 5 AND 9.
30. RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART OF THE LAND TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.
31. RIGHTS OF TENANTS IN POSSESSION OR PURSUANT TO UNRECORDED LEASES.
32. PAYMENT OF TAXES:

PARCEL A LEGAL DESCRIPTION AS SURVEYED:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE N. 02°21'34" W. 1,977.67 FEET ALONG THE WEST SECTION LINE OF SECTION 13, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD (WIDTH VARIES); THENCE N. 85°28'50" E. 43.03 FEET TO A POINT ON THE 43 FOOT WIDE EASTERLY RIGHT-OF-WAY LINE OF SAID MEADOWBROOK ROAD, AS DESCRIBED FROM WARRANTY DEED LIBER 11987, PAGE 63 AND LIBER 12016, PAGE 168, OAKLAND COUNTY RECORDS; THENCE N. 02°21'34" W. 124.03 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID DESCRIBED LINE THE FOLLOWING TWO (2) COURSES: 1.) N. 02°21'34" W. 394.58 FEET; 2.) THENCE N. 41°51'57" E. 71.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TWELVE MILE ROAD (WIDTH VARIES); THENCE N. 86°04'24" E. 708.26 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S. 02°46'55" E. 447.12 FEET; THENCE S. 86°17'12" W. 761.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 337,297 SQUARE FEET (7.74 ACRES) MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

PARCEL B LEGAL DESCRIPTION AS SURVEYED:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE N. 02°21'34" W. 329.52 FEET ALONG THE WEST SECTION LINE OF SECTION 13, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD (WIDTH VARIES), TO THE POINT OF BEGINNING; THENCE CONTINUING N02°21'34"W 1648.15 FEET ALONG SAID WEST SECTION LINE; THENCE N. 85°28'50" E. 43.03 FEET TO A POINT ON THE 43 FOOT WIDE EASTERLY RIGHT-OF-WAY LINE OF SAID MEADOWBROOK ROAD, AS DESCRIBED FROM WARRANTY DEED LIBER 11987, PAGE 63 AND LIBER 12016, PAGE 168, OAKLAND COUNTY RECORDS; THENCE N. 02°21'34" W. 124.03 FEET ALONG SAID DESCRIBED LINE; THENCE N. 86°17'12" E. 761.29 FEET; THENCE N. 02°46'55" W. 447.12 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF TWELVE MILE ROAD (WIDTH VARIES); THENCE N. 86°04'24" E. 576.61 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 13 (AS MONUMENTED); THENCE S. 02°27'39" E. 2215.15 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF MEADOWBROOK CORPORATE PARK CONDOMINIUM, PLAN NO. 1485, RECORDED IN LIBER 38286, PAGE 609, OAKLAND COUNTY RECORDS; THENCE S. 86°00'06" W. 1381.65 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINS 2,693,340 SQUARE FEET (61.83 ACRES) MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

OVERALL LEGAL DESCRIPTION (PARCEL A & PARCEL B) AS SURVEYED:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE N. 02°21'34" W. 329.52 FEET ALONG THE WEST SECTION LINE OF SECTION 13, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD (WIDTH VARIES), TO THE POINT OF BEGINNING; THENCE CONTINUING N02°21'34"W 1648.15 FEET ALONG SAID WEST SECTION LINE; THENCE N. 85°28'50" E. 43.03 FEET TO A POINT ON THE 43 FOOT WIDE EASTERLY RIGHT-OF-WAY LINE OF SAID MEADOWBROOK ROAD, AS DESCRIBED FROM WARRANTY DEED LIBER 11987, PAGE 63 AND LIBER 12016, PAGE 168, OAKLAND COUNTY RECORDS; THENCE ALONG SAID DESCRIBED LINE THE FOLLOWING TWO (2) COURSES; 1.) N. 02°21'34" W. 518.61 FEET; 2.) THENCE N. 41°51'57" E. 71.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TWELVE MILE ROAD (WIDTH VARIES); THENCE N. 86°04'24" E. 1284.87 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 13 (AS MONUMENTED); THENCE S. 02°27'39" E. 2215.15 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF MEADOWBROOK CORPORATE PARK CONDOMINIUM, PLAN NO. 1485, RECORDED IN LIBER 38286, PAGE 609, OAKLAND COUNTY RECORDS; THENCE S. 86°00'06" W. 1381.65 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINS 3,030,638 SQUARE FEET (69.57 ACRES) MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

SURVEY NOTES:

1. THE SURVEYED PROPERTY IS IN A FEDERALLY DESIGNATED FLOOD ZONE X, FIRM MAP No. 26125C0627F. EFFECTIVE DATE 9-29-2006. THE ABOVE FLOOD PLAIN DESIGNATION IS FOR INFORMATION ONLY AND IS BASED ON THE FIRM MAP LISTED ABOVE AVAILABLE ELECTRONICALLY FROM FEMA ON THE DATE OF THIS SURVEY. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
2. THE BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, INTERNATIONAL FOOT (NAD 83), AS OBSERVED ALONG THE WEST SECTION LINE OF SECTION 13, BEING N. 02°21'34" W.
3. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN ON THIS SURVEY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.
4. PARKING: SUBJECT PROPERTY IS VACANT.
5. PARCEL A CONTAINS 337,297 SQUARE FEET OR 7.74 ACRES OF LAND, MORE OR LESS. PARCEL B CONTAINS 2,693,340 SQUARE FEET OR 61.83 ACRES OF LAND, MORE OR LESS. OVERALL PARCEL CONTAINS 3,030,638 SQUARE FEET OR 69.57 ACRES OF LAND, MORE OR LESS.
6. AT TIME OF INSPECTION THERE WAS NO OBSERVED EVIDENCE OF CEMETERIES LOCATED ON SUBJECT PROPERTY.
7. THE SITE IS ZONED OST, OFFICE SERVICE TECHNOLOGY. SETBACKS: FRONT 50', SIDE 50', REAR 50'.
   SETBACKS ARE LISTED ACCORDING TO THE ZONING ORDINANCE. SETBACKS ARE SUBJECT TO INTERPRETATION OF FRONT, SIDE AND REAR. VARIANCES AND VARIOUS PLANNING AND SITE PLAN APPROVALS, ONLY THE APPROPRIATE MUNICIPAL AUTHORITY CAN DETERMINE IF THE SURVEYED PROPERTY CONFORMS TO SETBACK REQUIREMENTS. THE SURVEYOR CAN SHOW THE SETBACK LINES ON THE DRAWING ONLY IF A ZONING REPORT IS PROVIDED THAT ILLUSTRATES THE SETBACK LINES. A MORE DETAILED RESPONSE TO ITEMS 6a AND 6b REQUIRES A COMPLETE ZONING REPORT. NO ZONING REPORT WAS PROVIDED.
8. THERE ARE NO CHANGES IN STREET RIGHT-OF-WAY KNOWN TO THIS SURVEYOR. THERE WAS ONGOING CONSTRUCTION WORK ALONG MEADOWBROOK ROAD AT THE TIME OF THIS SURVEY. PROPERTY EVIDENCE HAS BEEN FOUND 60 FEET FROM THE CENTERLINE OF MEADOWBROOK ROAD.
9. THERE WAS NO OBSERVED EVIDENCE OF EARTHWORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN RECENT MONTHS ON DATE OF FIELD SURVEY. THERE WAS OBSERVED EVIDENCE OF UTILITY CONSTRUCTION WORK TAKING PLACE IN RECENT MONTHS AT THE INTERSECTION OF MEADOWBROOK ROAD AND TWELVE MILE ROAD AND ALONG MEADOWBROOK ROAD AT THE TIME OF THIS SURVEY.
10. THE PROPERTY HAS ACCESS TO MEADOWBROOK ROAD BASED ON EXISTING ASPHALT PAVEMENT AND APRON OBSERVED IN THE FIELD (NOT SHOWN ON SURVEY), A PUBLIC ROAD. THERE IS VISIBLE EVIDENCE OF A GATED, INGRESS EGRESS ROAD, NEAR TWELVE MILE ROAD, ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4, (NOT SHOWN ON SURVEY).
11. THERE WAS NO OBSERVED EVIDENCE THAT THE SUBJECT SITE IS CURRENTLY BEING USED AS AN ACTIVE SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL ON DATE OF FIELD SURVEY.
12. RECORD MEASUREMENTS SHOWN ON THE SURVEY ARE BASED ON THE PROVIDED TITLE WORK AS REFERENCED IN THE LEGAL DESCRIPTION PER TITLE COMMITMENT.
13. SOUTHERLY RIGHT-OF-WAY LINE OF TWELVE MILE ROAD ESTABLISHED FROM MDOT RIGHT-OF-WAY MAP, SHEET NO. 325, FILE NO. 63-R-1, LAST REVISION DATE OF JUNE 2012. RECORDS SHOWN A 33' WIDE PRESCRIPTIVE RIGHT-OF-WAY FOR MEADOWBROOK ROAD AND A 43' WIDE DEDICATED RIGHT-OF-WAY FOR MEADOWBROOK ROAD. PLEASE NOTE, THAT FOUND EVIDENCE HAS BEEN ESTABLISHED FOR A 60 FOOT RIGHT-OF-WAY (1/2 WIDTH) FOR MEADOWBROOK ROAD. NO RECORD WAS PROVIDED TO THE SURVEYOR STATING THAT THERE IS A 60 FOOT WIDE (1/2 WIDTH) RIGHT-OF-WAY DEDICATED TO MEADOWBROOK ROAD.
14. NO IRONS HAVE BEEN SET AT THIS TIME OF THIS SURVEY.

CERTIFICATION:

TO: MERCY HEALTH SERVICES, A MICHIGAN NONPROFIT CORPORATION, N/K/A TRINITY HEATH-MICHIGAN, A MICHIGAN NONPROFIT CORPORATION; IVANHOE COMPANIES; AND ATA NATIONAL TITLE GROUP:

I HEREBY CERTIFY THAT;
THIS DRAWING REPRESENTS EXISTING CONDITIONS ON THE DATE OF THE FIELD SURVEY. THE RELATIVE PRECISION OF THE CORNERS IDENTIFIED AND SHOWN ON THE DRAWING ARE WITHIN LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING. THE BOUNDARY FIELD WORK WAS COMPLETED ON DECEMBER 30, 2022.

12-30-2022
DATE

JUSTIN G. OSWALT
PROFESSIONAL SURVEYOR NO. 4001067109
JOSWALT@ZEIMETWOZNIAK.COM

STATE OF MICHIGAN — JUSTIN OSWALT — PROFESSIONAL SURVEYOR — 4001067109 — LICENSED PROFESSIONAL SURVEYOR

THIS COPY OF THIS SURVEY IS NOT VALID UNLESS AN ORIGINAL SIGNATURE APPEARS ON ITS FACE.

ATA NATIONAL TITLE GROUP, TITLE INFORMATION REPORT, FILE NO. 63-22858774-SCM, DATED NOVEMBER 17, 2022.

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
SUBMITTAL	7/26/24								
PRO SUBMITTAL	7/09/25								
PRO SUBMITTAL	8/22/25								
PRO UPDATE	9/12/25								

ZEIMET WOZNIAK & ASSOCIATES
Consulting Civil Engineers
53980 GRAND RIVER AVE., SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

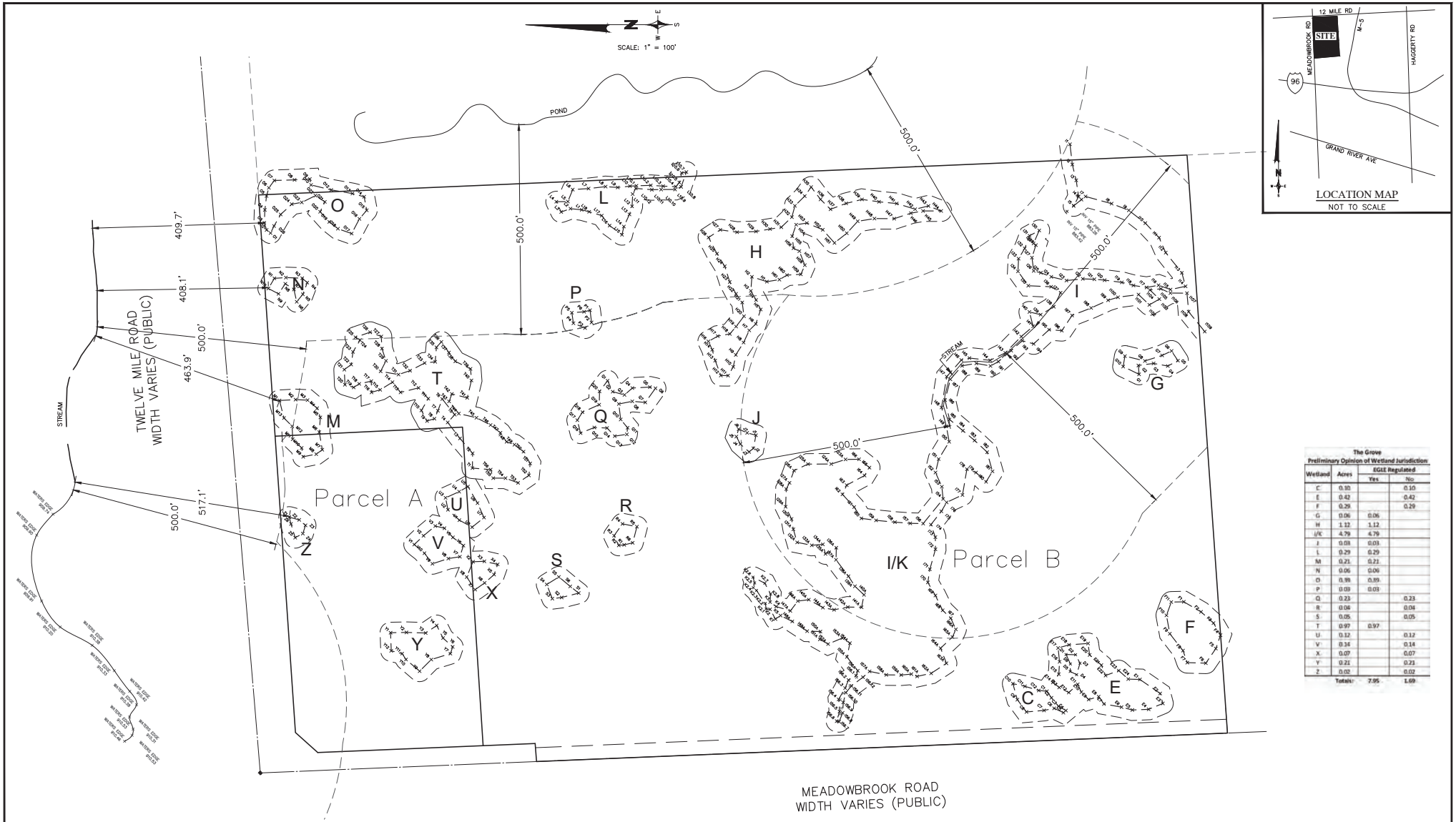
MISS DIG 811 — THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

PROJECT SPONSOR:
IVANHOE COMPANIES
6689 ORCHARD LAKE ROAD, SUITE 314
WEST BLOOMFIELD, MI 48322 (248) 626-6114

BOUNDARY SURVEY
THE GROVE
NOVI, MICHIGAN

DATE 1/14/24	SCALE HOR: 1" = N/A VER: 1" = N/A
DESIGNED BY SRB	JOB NO. 22149
DRAWN BY DAB	SHEET SP-7.3

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The Grove
Preliminary Opinion of Wetland Jurisdiction

Wetland	Acres	EGLE Regulated	
		Yes	No
C	0.10		0.10
E	0.42		0.42
F	0.29		0.29
G	0.06	0.06	
H	1.12	1.12	
I/K	4.79	4.79	
J	0.03	0.03	
L	0.29	0.29	
M	0.21	0.21	
N	0.06	0.06	
O	0.39	0.39	
P	0.03	0.03	
Q	0.23		0.23
R	0.04		0.04
S	0.05		0.05
T	0.97	0.97	
U	0.12		0.12
V	0.14		0.14
X	0.07		0.07
Y	0.21		0.21
Z	0.02		0.02
Totals:		7.95	1.69

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
SUBMITTAL	7/26/24								
PRO SUBMITTAL	7/09/25								
PRO SUBMITTAL	8/22/25								
PRO UPDATE	9/12/25								

ZEIMET WOZNIAK & ASSOCIATES
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MISS DIG 811
THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

PROJECT SPONSOR:
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WEST BLOOMFIELD, MI 48322 (248) 626-6114

WETLAND SURVEY
THE GROVE
NOVI, MICHIGAN

DATE	7/14/24	SCALE	HOR: 1" = 100' VER: 1" = N/A
DESIGNED BY	SRB	JOB NO.	22149
DRAWN BY	DAB	SHEET	SP-8

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ON-SITE: THE GROVE

WETLAND IMPACTS

WETLAND	ACRES (AC)	NOVI REGULATED	EGLE REGULATED	WETLAND TYPE	IMPACT (AC)	VOLUME (CY)	MITIGATION RATIO	MITIGATION REQD (AC)
C	0.10	YES		PEM	0.100	525	1.5:1	0.15
E	0.42	YES		OEM	0.361	400	1.5:1	0.54
F	0.29	YES			0.000	0		
G	0.06	YES	YES	PFO	0.060	0	2:1	0.12
H	1.12	YES	YES	PFO	0.000	0		
I/K	4.79	YES	YES	PFO/PSS/PEM	0.016	320	2:1	0.03
J	0.03	YES	YES	PFO/PSS	0.034	68	2:1	0.07
L	0.29	YES	YES	PSS	0.000	0		
N	0.06	YES	YES	PEM/PSS	0.000	0		
O	0.39	YES	YES	PEM/PSS	0.000	0		
P	0.03	YES	YES	PSS	0.030	130	1.5:1	0.05
Q	0.23	YES		PFO	0.230	805	2:1	0.46
R	0.04	YES		PEM/PSS	0.040	152	1.5:1	0.06
S	0.05	YES		PFO	0.050	379	2:1	0.10
T	0.97	YES	YES	PEM/PSS	0.000	0		
X	0.07	YES		PSS	0.022	0	1.5:1	0.03
TOTALS	8.94				0.94			1.61

TOTAL NOVI REGULATED WETLAND= 8.94
TOTAL EGLE REGULATED WETLAND= 7.74

MITIGATION REQUIRED= 1.61
MITIGATION PROVIDED= 1.62

TOTAL NOVI WETLAND IMPACT = 0.80
TOTAL EGLE WETLAND IMPACT = 0.14

BUFFER IMPACTS

WETLAND	BUFFER AREA (AC)	PERMANENT IMPACT (AC)	TEMPORARY IMPACT (AC)	TOTAL IMPACT (AC)
E	0.72	0.368	0.000	0.368
F	0.29	0.137	0.000	0.137
G	0.23	0.230	0.000	0.230
H	1.17	0.115	0.030	0.145
I/K	3.31	0.234	0.402	0.636
J	0.14	0.140	0.000	0.140
L	0.5	0.002	0.052	0.054
N	0.2	0.022	0.000	0.022
O	0.47	0.000	0.000	0.000
P	0.13	0.130	0.000	0.130
Q	0.39	0.390	0.000	0.390
R	0.14	0.140	0.000	0.140
S	0.16	0.160	0.000	0.160
T	1	0.040	0.289	0.329
X	0.17	0.070	0.000	0.070
TOTALS	7.55	1.768	0.484	2.252

OFF-SITE: PARCEL A

WETLAND IMPACTS

WETLAND	ACRES (AC)	NOVI REGULATED	EGLE REGULATED	WETLAND TYPE	IMPACT (AC)	VOLUME (CY)	MITIGATION RATIO	MITIGATION REQD (AC)
M	0.23	YES	YES	PEM/PFO	0.060	0	1.5:1	0.090
U	0.12	YES		PFO	0.070	0	2:1	0.140
V	0.14	YES		PFO	0.140	0	2:1	0.280
Y	0.21	YES		PEM	0.220	0	1.5:1	0.315
Z	0.02	YES		PSS	0.020	0	1.5:1	0.030
TOTALS	0.70				0.50			0.85

TOTAL NOVI REGULATED WETLAND= 0.70
TOTAL EGLE REGULATED WETLAND= 0.21

MITIGATION REQUIRED= 0.85
MITIGATION PROVIDED= 0.85

TOTAL NOVI WETLAND IMPACT = 0.44
TOTAL EGLE WETLAND IMPACT = 0.06

NOTE: IMPACT TO WETLAND M IS BASED ON POSSIBLE FUTURE DEVELOPMENT OF THE OUTLOT (PARCEL A) WITH MITIGATION BEING PROVIDED WITHIN THE GROVE DEVELOPMENT.

NOTE: PEM= PALUSTRINE EMERGENT; PSS=PALUSTRINE SCRUB-SHRUB; PFO=PALUSTRINE FORESTED.

BUFFER IMPACTS

WETLAND	BUFFER AREA (AC)	PERMANENT IMPACT (AC)	TEMPORARY IMPACT (AC)	TOTAL IMPACT (AC)
M	0.27	0.107	0.000	0.107
U	0.19	0.100	0.000	0.100
V	0.21	0.200	0.000	0.200
Y	0.28	0.280	0.000	0.280
Z	0.12	0.120	0.000	0.120
TOTALS	0.27	0.107	0.000	0.107

WETLAND LEGEND

- WETLAND IMPACT
- BUFFER IMPACT (PERMANENT)
- BUFFER IMPACT (TEMPORARY)
- ON-SITE THE GROVE WETLAND MITIGATION AREA
- OFF-SITE PARCEL A WETLAND MITIGATION AREA

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
SUBMITTAL	7/26/24								
PRO SUBMITTAL	7/09/25								
PRO SUBMITTAL	8/22/25								
PRO UPDATE	9/12/25								

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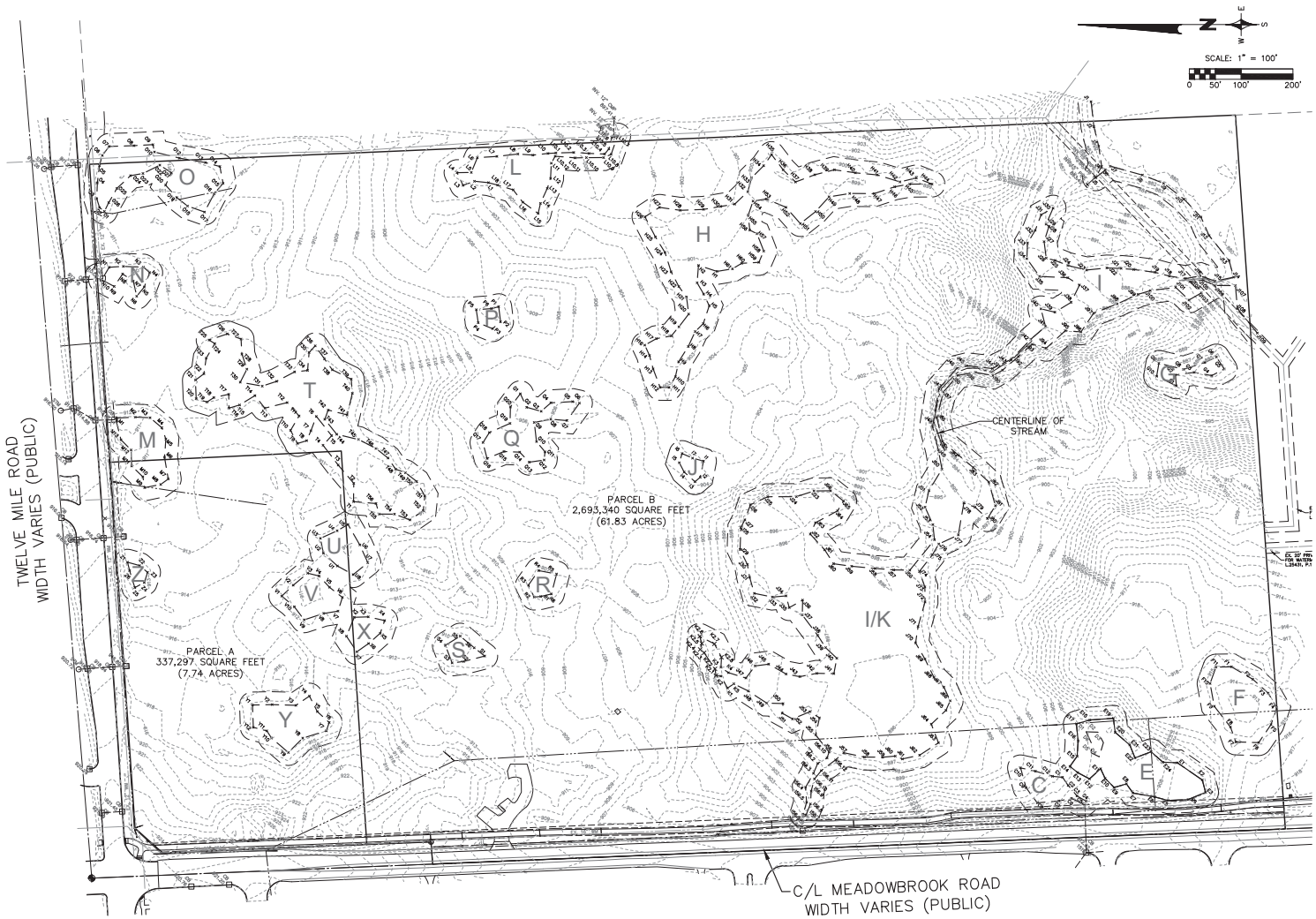
MISS DIG 811 — THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

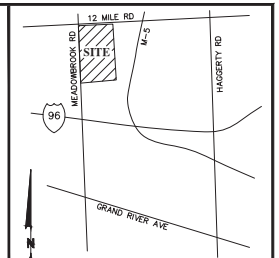
PROJECT SPONSOR:
IVANHOE COMPANIES
6689 ORCHARD LAKE ROAD, SUITE 314
WEST BLOOMFIELD, MI 48322 (248) 626-6114

WETLAND IMPACT PLAN
THE GROVE
NOVI, MICHIGAN

DATE	7/14/24	SCALE	HOR: 1" = 100' VER: 1" = N/A
DESIGNED BY	SRB	JOB NO.	22149
DRAWN BY	DAB	SHEET	SP-8.1

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LOCATION MAP
NOT TO SCALE

EXISTING LEGEND

- MANHOLE
- CATCH BASIN
- INLET
- CLEANOUT
- END SECTION
- ROOF DRAIN
- GATE VALVE
- HYDRANT
- WATER SHUT-OFF
- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- SIGN
- TREE
- TREE LINE
- FENCE
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC CABLE
- CONTOUR MAJOR
- CONTOUR MINOR
- T/P TOP OF PAVEMENT
- T/C TOP OF CURB
- B/C BOTTOM OF CURB
- +100.00 SPOT ELEVATION

The Grove
Preliminary Opinion of Wetland Jurisdiction

Wetland	Acres	EGLE Regulated	
		Yes	No
C	0.10		0.10
E	0.42		0.42
F	0.29		0.29
G	0.06	0.06	
H	1.12	1.12	
I/K	4.79	4.79	
J	0.03	0.03	
L	0.29	0.29	
M	0.21	0.21	
N	0.06	0.06	
O	0.39	0.39	
P	0.03	0.03	
Q	0.23		0.23
R	0.04		0.04
S	0.05		0.05
T	0.97	0.97	
U	0.13		0.13
V	0.14		0.14
X	0.07		0.07
Y	0.21		0.21
Z	0.02		0.02
	Totals:	7.95	1.69

PARCEL A LEGAL DESCRIPTION AS SURVEYED:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE N. 02°21'34" W. 1,977.67 FEET ALONG THE WEST SECTION LINE OF SECTION 13, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD (WIDTH VARIES); THENCE N. 85°28'50" E. 43.03 FEET TO A POINT ON THE 43 FOOT WIDE EASTERLY RIGHT-OF-WAY LINE OF SAID MEADOWBROOK ROAD, AS DESCRIBED FROM WARRANTY DEED LIBER 11987, PAGE 63 AND LIBER 12016, PAGE 168, OAKLAND COUNTY RECORDS; THENCE N. 02°21'34" W. 124.03 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID DESCRIBED LINE THE FOLLOWING TWO (2) COURSES: 1.) N. 02°21'34" W. 394.58 FEET; 2.) THENCE N. 41°51'57" E. 71.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TWELVE MILE ROAD (WIDTH VARIES); THENCE N. 86°04'24" E. 708.26 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S. 02°46'55" E. 447.12 FEET; THENCE S. 86°17'12" W. 761.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 337,297 SQUARE FEET (7.74 ACRES) MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

PARCEL B LEGAL DESCRIPTION AS SURVEYED:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 13; THENCE N. 02°21'34" W. 329.52 FEET ALONG THE WEST SECTION LINE OF SECTION 13, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD (WIDTH VARIES), TO THE POINT OF BEGINNING; THENCE CONTINUING N02°21'34"W 1648.15 FEET ALONG SAID WEST SECTION LINE; THENCE N. 85°28'50" E. 43.03 FEET TO A POINT ON THE 43 FOOT WIDE EASTERLY RIGHT-OF-WAY LINE OF SAID MEADOWBROOK ROAD, AS DESCRIBED FROM WARRANTY DEED LIBER 11987, PAGE 63 AND LIBER 12016, PAGE 168, OAKLAND COUNTY RECORDS; THENCE N. 02°21'34" W. 124.03 FEET ALONG SAID DESCRIBED LINE; THENCE N. 86°17'12" E. 761.29 FEET; THENCE N. 02°46'55" W. 447.12 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF TWELVE MILE ROAD (WIDTH VARIES); THENCE N. 86°04'24" E. 576.61 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 13 (AS MONUMENTED); THENCE S. 02°27'39" E. 2215.15 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF MEADOWBROOK CORPORATE PARK CONDOMINIUM, PLAN NO. 1485, RECORDED IN LIBER 38286, PAGE 609, OAKLAND COUNTY RECORDS; THENCE S. 86°00'06" W. 1381.65 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINS 2,693,340 SQUARE FEET (61.83 ACRES) MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
EGLE SUBMITTAL	7/1/25								
PER EGLE REVIEW	8/25/25								
PER EGLE REVIEW	9/05/25								

ZEIMET WOZNIAK & ASSOCIATES
Consulting Civil Engineers
55800 GRAND RIVER AVE. SUITE 100
NEW HUDSON, MICHIGAN 48165
P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com

MISS DIG 811 — THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE MISS DIG SYSTEM

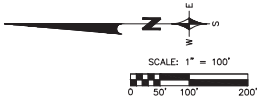
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EXISTING CONDITIONS
THE GROVE
NOVI, MICHIGAN

DATE	6/30/25
SCALE	HOR: 1" = 100' VER: 1" = N/A
DESIGNED BY	SRS
JOB NO.	22149
DRAWN BY	DAB
SHEET	W-1

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WETLAND IMPACTS

WETLAND	ACRES (AC)	NOVI REGULATED	EGLE REGULATED	WETLAND TYPE	IMPACT (AC)	VOLUME (CY)	MITIGATION RATIO	MITIGATION REQD (AC)
C	0.10	YES		PEM	0.100	525	1.5:1	0.15
E	0.42	YES		OEM	0.361	400	1.5:1	0.54
F	0.29	YES			0.000	0		
G	0.06	YES	YES	PFO	0.060	190	2:1	0.12
H	1.12	YES	YES	PFO	0.000	0		
I/K	4.79	YES	YES	PFO/PSS/PEM	0.016	161	2:1	0.03
J	0.03	YES	YES	PFO/PSS	0.034	68	2:1	0.07
L	0.29	YES	YES	PSS	0.000	0		
M	0.21	YES	YES	PEM/PFO	0.060	267	1.5:1	0.09
N	0.06	YES	YES	PEM/PSS	0.000	0		
O	0.39	YES	YES	PEM/PSS	0.000	0		
P	0.03	YES	YES	PSS	0.030	130	1.5:1	0.05
Q	0.23	YES		PFO	0.230	805	2:1	0.46
R	0.04	YES		PEM/PSS	0.040	152	1.5:1	0.06
S	0.05	YES		PFO	0.050	379	2:1	0.10
T	0.97	YES	YES	PEM/PSS	0.000	0		
U	0.13	YES		PFO	0.070	45	2:1	0.140
V	0.14	YES		PFO	0.140	775	2:1	0.280
X	0.07	YES		PSS	0.022	31	1.5:1	0.033
Y	0.21	YES		PEM	0.210	777	1.5:1	0.315
Z	0.02	YES		PSS	0.020	47	1.5:1	0.030
TOTALS	9.64				1.44			2.46

TOTAL NOVI REGULATED WETLAND= 9.46
TOTAL EGLE REGULATED WETLAND= 7.95

TOTAL NOVI WETLAND IMPACT = 1.25
TOTAL EGLE WETLAND IMPACT = 0.70

NOTE: IMPACT TO WETLAND M IS BASED ON POSSIBLE FUTURE DEVELOPMENT OF THE OUTLOT PARCEL WITH MITIGATION BEING PROVIDED WITHIN THE GROVE DEVELOPMENT.

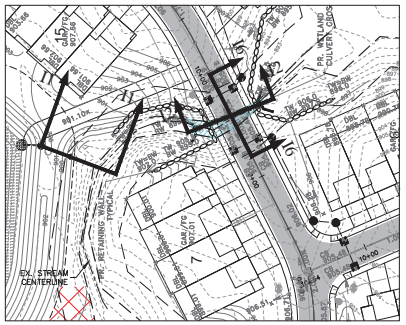
MITIGATION REQUIRED= 2.46
MITIGATION PROVIDED= 2.47

NOTE: PEM= PALUSTRINE EMERGENT; PSS=PALUSTRINE SCRUB-SHRUB; PFO=PALUSTRINE FORESTED.

WETLAND LEGEND

WETLAND IMPACT

WETLAND MITIGATION AREA



ENLARGE ROAD CROSSING DETAIL
SCALE: 1"=50'

ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
EGLE SUBMITTAL	7/1/25								
PER EGLE REVIEW	8/25/25								
PER EGLE REVIEW	9/05/25								

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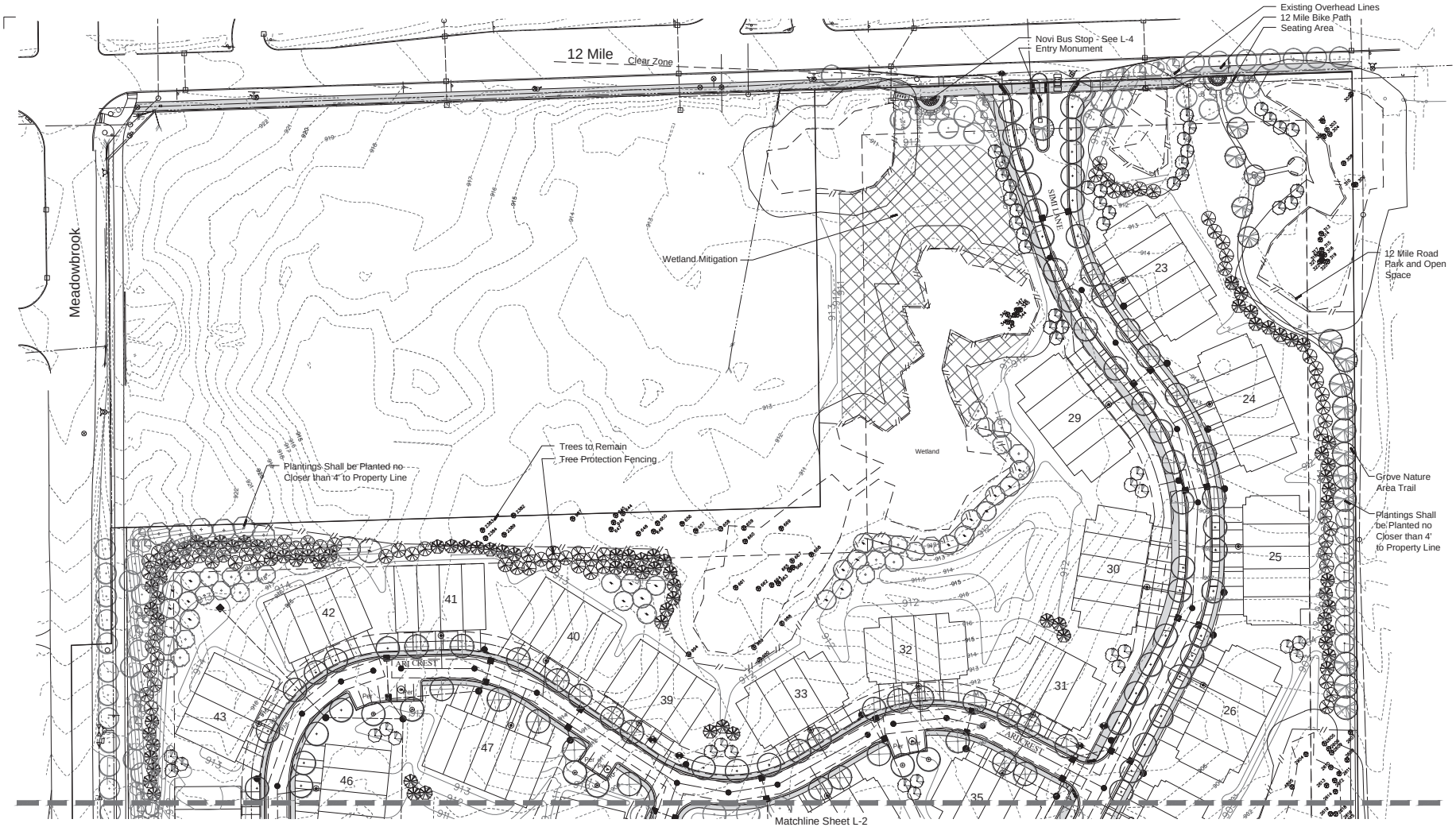
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WETLAND IMPACT PLAN
THE GROVE
NOVI, MICHIGAN

DATE	6/30/25	SCALE	HOR: 1" = 100' VER: 1" = N/A
DESIGNED BY	SRB	JOB NO.	22149
DRAWN BY	DAB	SHEET	W-2

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Location Map



North

Landscape Summary

Street Trees		
Street Frontage		12,450 l.f.
Less Drives	3,770 l.f.	
Net Frontage		8,680 l.f.
Trees Required		248 Trees (8,680 / 35)
Trees Provided		248 Trees
Sheet L-1	83 Trees	
Sheet L-2	84 Trees	
Sheet L-3	81 Trees	
Multi-Family Trees		
Total Units		232 Units
Trees Required		696 Trees (232 x 3)
Trees Provided		230 Trees
Sheet L-1	230 Trees	
Sheet L-2	222 Trees	
Sheet L-3	244 Trees	
Woodland Replacement		
Replacement Required		3,143 Trees
Trees Provided		248 Trees
Sheet L-1	56 Trees	
Sheet L-2	110 Trees	
Sheet L-3	82 Trees	
Trees to be Paid into Fund		2,895 Trees

Parking Lot Landscaping - Visitor Parking		
Parking Lot Perimeter		812 l.f.
Trees Required		23.2 Trees (812 / 35)
Trees Provided		24 Trees
"Per" Sheet L-1	6 Trees	
"Per" Sheet L-2	6 Trees	
"Per" Sheet L-3	12 Trees	
Parking Lot Landscaping - Clubhouse		
Vehicular Use Area		9,597 s.f.
"P" Landscape Area Required		720 s.f. (9,597 s.f. x 7.5%)
Landscape Area Provided		800 s.f.
Canopy Trees Required		3.6 Trees (720 / 200)
Canopy Trees Provided		4 Trees
Parking Lot Perimeter - Clubhouse		
"Per" Perimeter		295 l.f.
Trees Required		8.4 Trees (295 l.f. / 35')
Trees Provided		9 Trees

Notes:

- Soils Information is Shown on SP-2.
- Trees Shall be Planted no Closer than 10' to Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines. Trees Shall be Planted 4' from Curbs.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed. If Walks are Adjacent to the Street, Snow will be Stored in Nearby Islands or Lawn Areas.
- All Utility Boxes Shall be Screen per Detail on Sheet L-11. Approximately 10 Shrubs will be Required per Box.
- Overhead Lines Exist Along the 12 Mile and Meadowbrook Frontages.
- Phragmites Exists in Wetland Areas (See Sheet L-2). Japanese Knotweed is not Present on this Site.
- An Irrigation Plan will be Provided for Stamping Sets.

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t. 248.467.4668

THE GROVE

Seal:

Title:

Landscape Plan

Project:

The Grove
Novi, Michigan

Prepared for:

Ivanhoe Companies
6689 Orchard Lake Road, Suite 314
West Bloomfield, Michigan 48322
248.626.6114

Revision:	Issued:
Review	March 28, 2024
Revised	July 26, 2024
PRO Submission	July 9, 2025
Revised PRO Submission	September 12, 2025

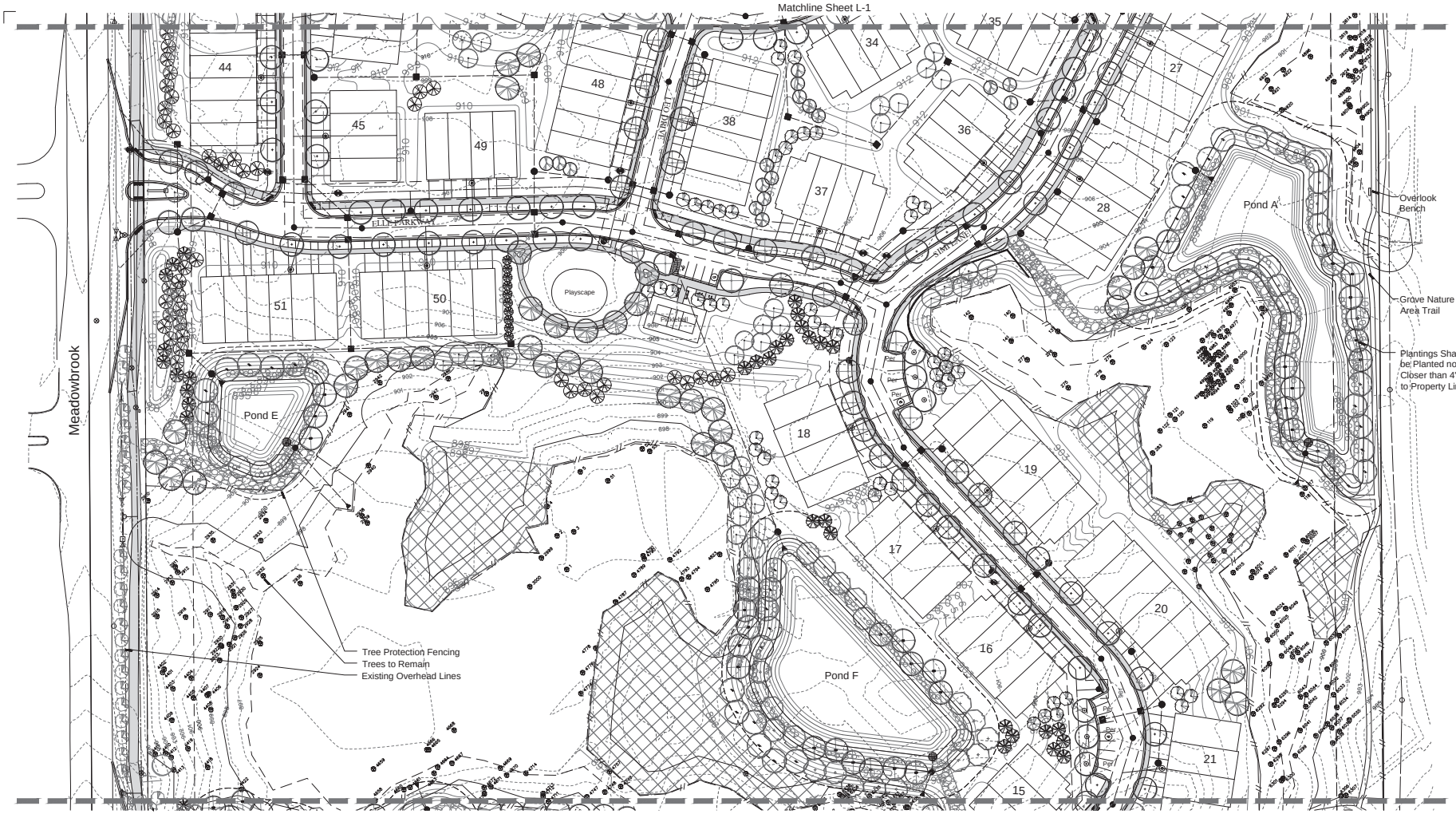
Job Number:
21-054

Drawn By: jca
Checked By: jca

0' 25' 50'
NORTH
1"=50'

Sheet No.
L-1

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



Sequence of Removal for Phragmites

An MDEGLE Permit is Required for Treatment of Phragmites in Areas with Standing Water. A licensed Herbicide Applicator must Perform the Work.

1. Phragmites should be treated in early to late summer (June-Setpember) using glyphosate, or late summer (August- September) using glyphosate to achieve effective control.
2. Application of herbicides should be hand swiping for scattered plants and hand spraying for denser stands. The use of a licensed or certified applicator is required to minimize damage to native plant material.
3. After two weeks of herbicide application, the dead stalks should be cut and removed to encourage native plant material growth. If a mechanical method is used, equipment should be cleaned to prevent the spread of seed.

Second and Third Year Maintenance

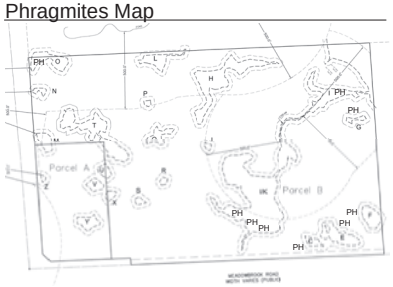
1. A visual inspection will be made during June - July. If phragmites is present, steps 1-3 above will be repeated.

Notes:

- Trees Shall be Planted no Closer than 10' to Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines. Trees Shall be Planted 4' from Curbs.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed. If Walks are Adjacent to the Street, Snow will be Stored in Nearby Islands or Lawn Areas.

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Phragmites Map



"PH" Denotes Phragmites

Landscape Key

Street Trees - 84 Trees Provided

Multi-Family Trees - 222 Trees Provided

"PER" Perimeter Parking Lot Landscaping - 30 Trees Provided
"P" Parking Lot Landscaping - 2 Trees Provided

Woodland Replacement - 141 Trees Provided

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THE GROVE

Seal:

Title:
Landscape Plan

Project:
The Grove
Novi, Michigan

Prepared for:
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6689 Orchard Lake Road, Suite 314
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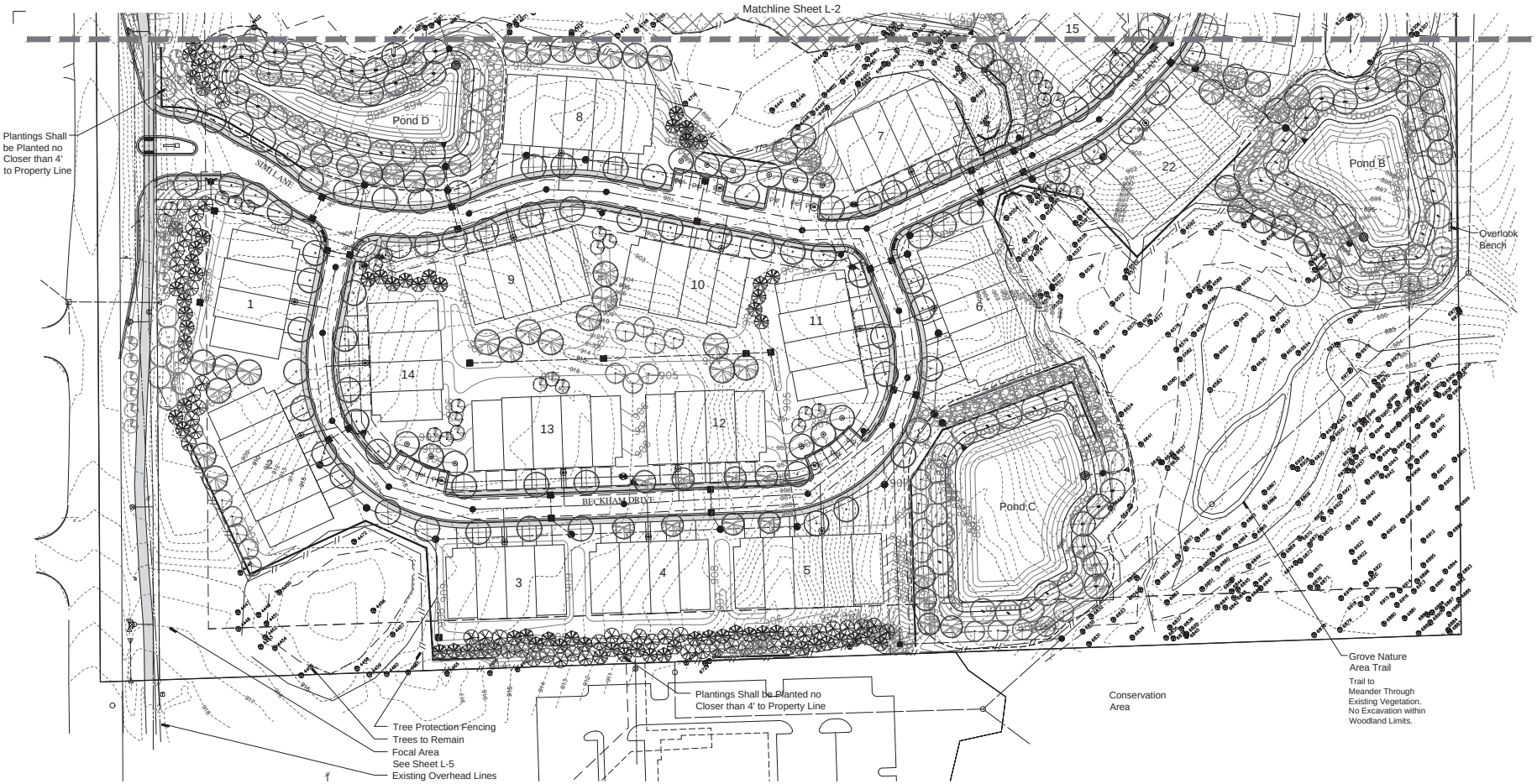
Revision:	Issued:
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Revised	July 26, 2024
PRO Submission	July 9, 2025
Revised Pro Submission	September 12, 2025

Job Number:
21-054

Drawn By:	Checked By:
jca	jca

0' 25' 50'
NORTH
1"=50'

Sheet No.
L-2



Landscape Key

- Street Trees - 81 Trees Provided
- Multi-Family Trees - 244 Trees Provided
- "P" Parking Lot Landscaping - 7 Trees Provided
- Woodland Replacement - 112 Trees Provided

Notes:

- Trees Shall be Planted no Closer than 10' to Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines. Trees Shall be Planted 4' from Curbs.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed. If Walks are Adjacent to the Street, Snow will be Stored in Nearby Islands or Lawn Areas.

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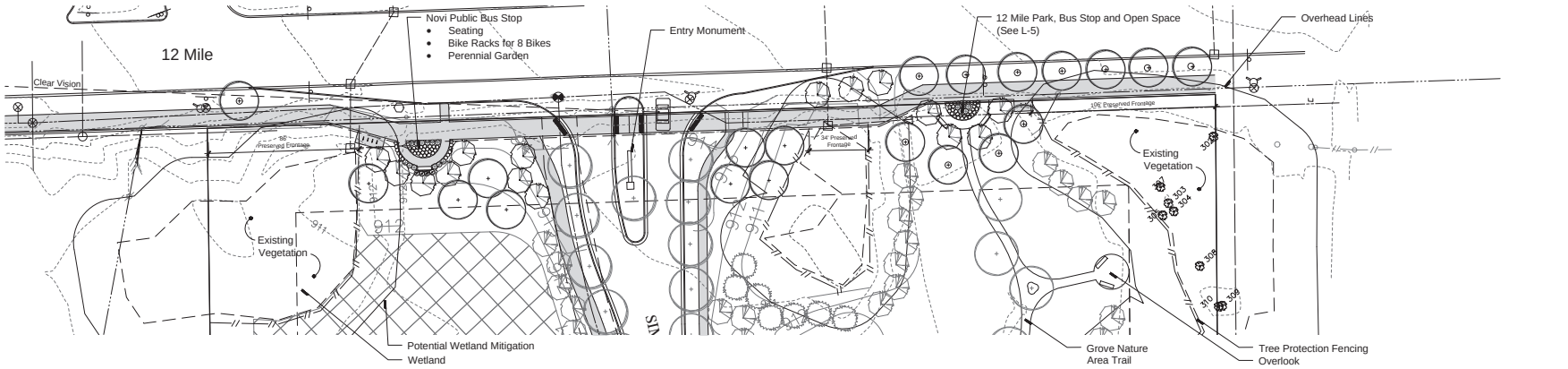
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jca	jca

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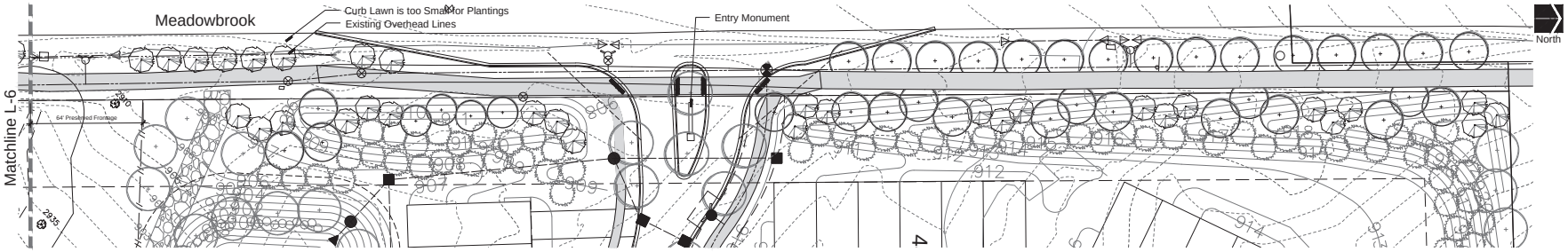
Sheet No.
L-3

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

12 Mile Greenbelt



Meadowbrook North Greenbelt



Landscape Summary - This Sheet

12 Mile Road
Street Lawn

Total Street Frontage	577 l.f.
Less Drive Opening	104 l.f.
Net Street Frontage	473 l.f.
Trees Required	13.5 Trees (473 / 35)
Trees Provided	14 Trees (Remaining 4 Trees are Shown in Park)

Greenbelt Plantings

Total Street Frontage	577 l.f.
Less Preservation Area	226 l.f.
Drive Opening	60 l.f.
Net Street Frontage	291 l.f.
Canopy Trees Required	8.3 Trees (291 / 35)
Canopy Trees Provided	8 Trees
Sub-Canopy Trees Required	11.6 Trees (291 / 25)
Sub-Canopy Trees Provided	12 Trees

Meadowbrook Road
Street Lawn

Total Street Frontage	850 l.f.
Less Drive Opening	145 l.f.
Net Street Frontage	705 l.f.
Trees Required	20.1 Trees (705 / 35)
Trees Provided	20 Trees

Greenbelt Plantings

Total Street Frontage	850 l.f.
Less Drive Opening	60 l.f.
Less Preserved Frontage	64 l.f.
Net Street Frontage	790 l.f.
Canopy Trees Required	20.7 Trees (726 / 35)
Canopy Trees Provided	21 Trees
Sub-Canopy Trees Required	29.0 Trees (726 / 25)
Sub-Canopy Trees Provided	29 Trees

Notes:
- Trees Shall be Planted no Closer than 10' to Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines. Trees Shall be Planted 4' from Curbs.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed. If Walks are Adjacent to the Street, Snow will be Stored in Nearby Islands or Lawn Areas.

Bench Detail, 11 Instances



Jameson 6' Recycled Plastic Bench
Color - Brown
Mounted on 4' x 8' Concrete Pad

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THE GROVE

Seal:

Title:
Greenbelt and Entry

Project:
The Grove
Novi, Michigan

Prepared for:
Ivanhoe Companies
6689 Orchard Lake Road, Suite 314
West Bloomfield, Michigan 48322
248.626.6114

Revision:	Issued:
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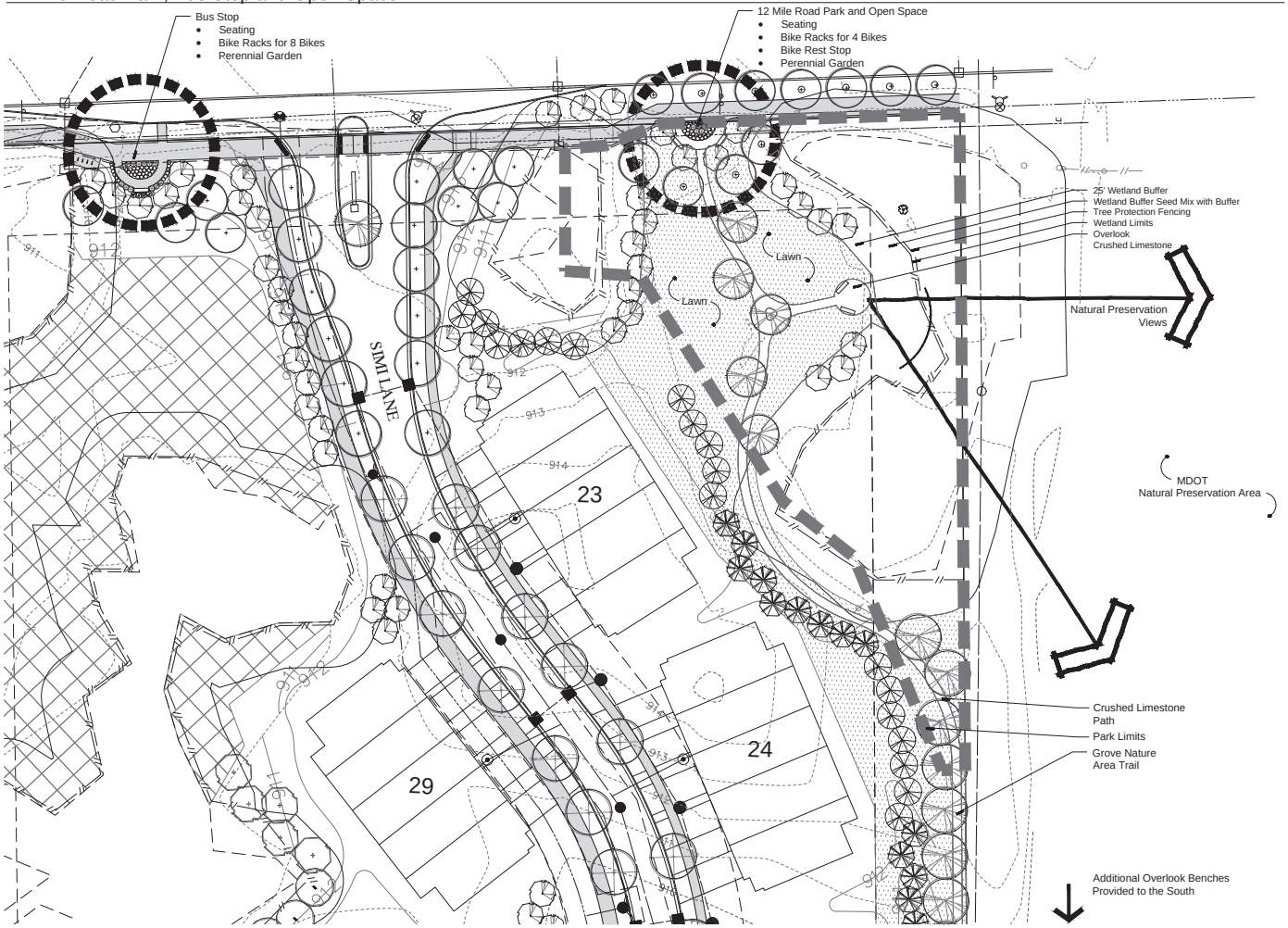
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Checked By: jca

0' 15' 30'
NORTH
1"=30'

Sheet No.
L-4

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

12 Mile Road Park, Bus Stop and Open Space



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THE GROVE

Seal:

Title:

12 Mile Park, Bus Stop and Open Space

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Novi, Michigan

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248.626.6114

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jca	jca

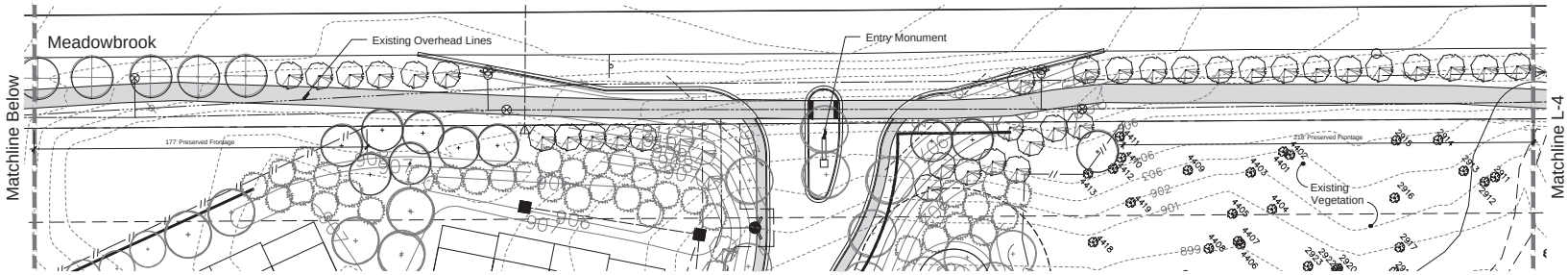
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1"=30'

Sheet No.
L-5

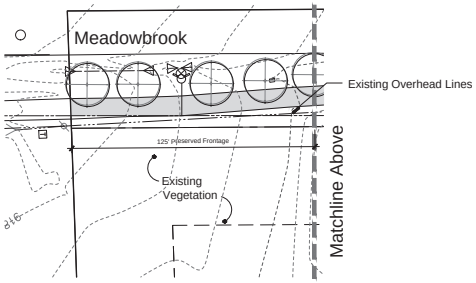
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811 Know what's below. Call before you dig.

Meadowbrook South Greenbelt



Meadowbrook South Greenbelt



Landscape Summary - This Sheet

Meadowbrook Road
Street Lawn

Total Street Frontage	921 l.f.
Less Drive Opening	104 l.f.
Net Street Frontage	817 l.f.
Trees Required	23.3 Trees (817 / 35)
Trees Provided	23 Trees

Greenbelt Plantings

Total Street Frontage	921 l.f.
Less Preservation Area	510 l.f.
Drive Opening	60 l.f.
Net Street Frontage	351 l.f.
Canopy Trees Required	10.0 Trees (351 / 35)
Canopy Trees Provided	10 Trees
Sub-Canopy Trees Required	14.0 Trees (351 / 25)
Sub-Canopy Trees Provided	23 Trees

Notes:

- Trees Shall be Planted no Closer than 10' to Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines. Trees Shall be Planted 4' from Curbs.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed. If Walks are Adjacent to the Street, Snow will be Stored in Nearby Islands or Lawn Areas.

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THE GROVE

Seal:

Title:
Greenbelt and Entry

Project:
The Grove
Novi, Michigan

Prepared for:
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Job Number:
21-054

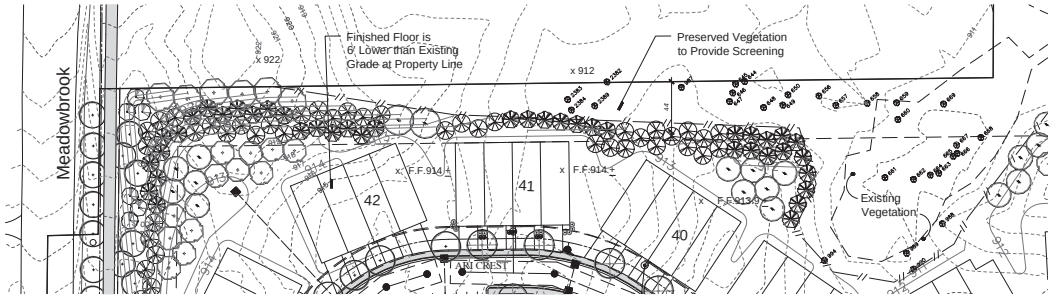
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Checked By: jca

0' 15' 30'
NORTH
1"=30'

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

Sheet No.
L-6

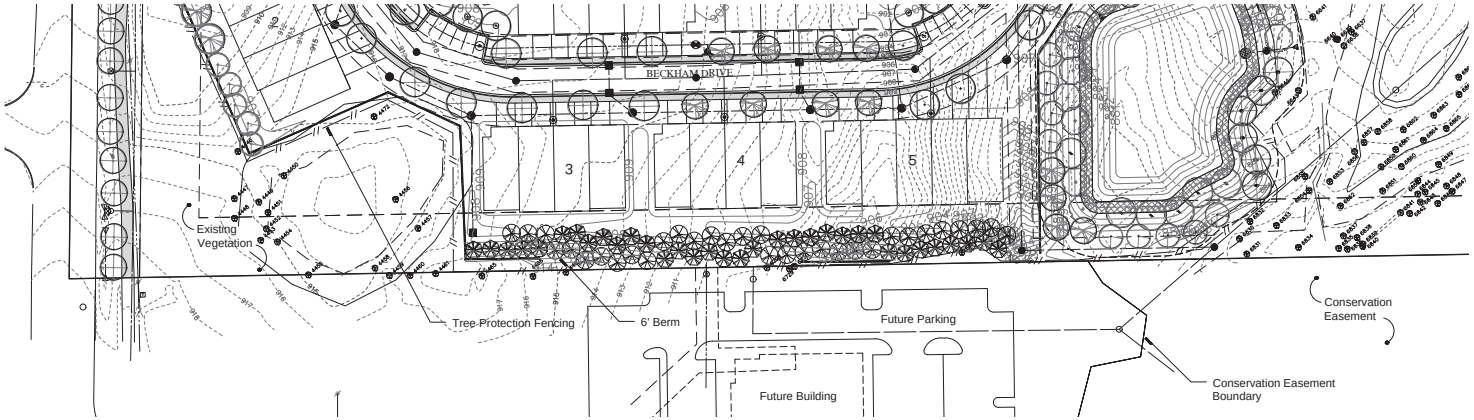
North Buffer



Notes:

- Trees Shall be Planted no Closer than 10' to Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines. Trees Shall be Planted 4' from Curbs.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed. If Walks are Adjacent to the Street, Snow will be Stored in Nearby Islands or Lawn Areas.

South Buffer



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Northville, Michigan 48167
e. jca@wideopenwest.com
t. 248.467.4668

THE GROVE

Seal:

Title:

Proposed Buffers

Project:

The Grove
Novi, Michigan

Prepared for:

Ivanhoe Companies
6689 Orchard Lake Road, Suite 314
West Bloomfield, Michigan 48322
248.626.6114

Revision:	Issued:
Review	March 28, 2024
Revised	July 26, 2024
PRO Submission	July 9, 2025
Revised PRO Submission	September 12, 2025

Job Number:

21-054

Drawn By:	Checked By:
jca	jca

0' 25' 50'

NORTH
1"=50'

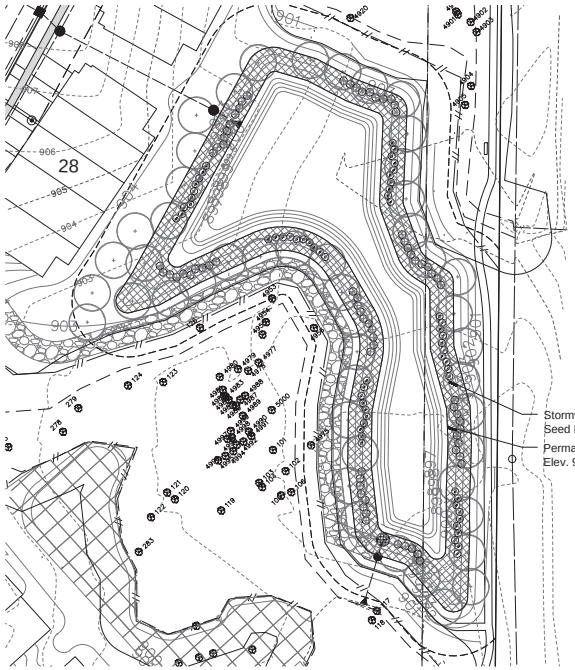
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L-7

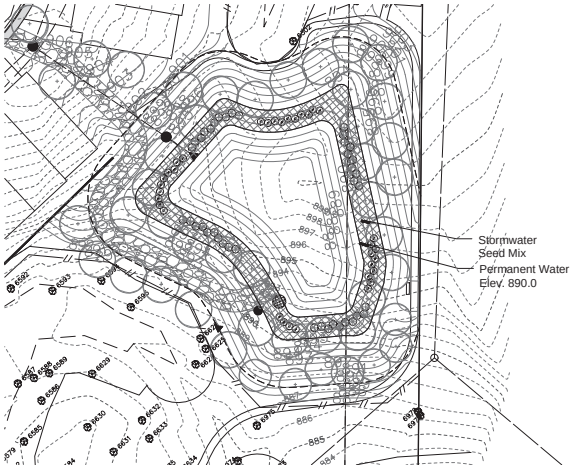
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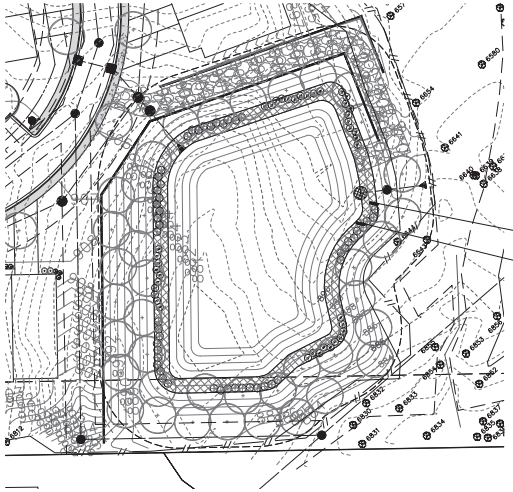
Pond A



Pond B



Pond C



Landscape Summary - This Sheet

Pond A	
Detention Pond Plantings	
10' from Water Elevation	982 l.f.
Required Planting	688 l.f. (70%)
Planting to be Provided	695 l.f. (71%)
Pond Frontage for Trees	834'
Trees Required	23.8 Trees (834 / 35)
Trees Provided	39 Trees
Pond B	
Detention Pond Plantings	
10' from Water Elevation	493 l.f.
Required Planting	345 l.f. (70%)
Planting to be Provided	355 l.f. (72%)
Pond Frontage for Trees	308'
Trees Required	8.8 Trees (308 / 35)
Trees Provided	15 Trees
Pond C	
Detention Pond Plantings	
10' from Water Elevation	613 l.f.
Required Planting	429 l.f. (70%)
Planting to be Provided	433 l.f. (71%)
Pond Frontage for Trees	422'
Trees Required	12.0 Trees (422 / 35)
Trees Provided	19 Trees

Notes:

- Trees Shall be Planted no Closer than 10' to Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines. Trees Shall be Planted 4' from Curbs.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed. If Walks are Adjacent to the Street, Snow will be Stored in Nearby Islands or Lawn Areas.

Storm Water Seed Mix



53,092 s.f. Total Area

34.2 lbs. per Acre Application Rate
41.7 lbs. of Detention Seed Mix Required
3"-6" of Topsoil with 20%-30% Compost Shall be Placed in this Area.

Note:
Contractor Shall Provide Proof of Seed to be Used in the Form of an Invoice or Photo of the Seed Bag to rmeader@cityofnovi.org for Approval Prior to Installation. If an Unacceptable Seed Mix is Used, the City Reserves the Right to Destroy the Plants and Re-seed with and Acceptable Mix at the Developer's Expense.

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t. 248.467.4668

THE GROVE

Seal:

Title:
Detention Ponds

Project:
The Grove
Novi, Michigan

Prepared for:
Ivanhoe Companies
6689 Orchard Lake Road, Suite 314
West Bloomfield, Michigan 48322
248.626.6114

Revision:	Issued:
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Revised PRO Revision	September 12, 2025

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21-054

Drawn By: jca
Checked By: jca

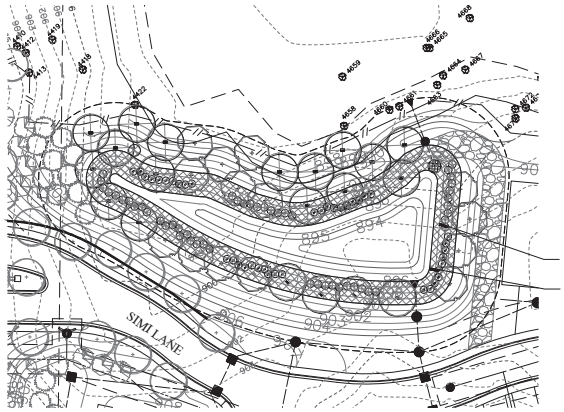
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NORTH
1"=40'

Sheet No.
L-8

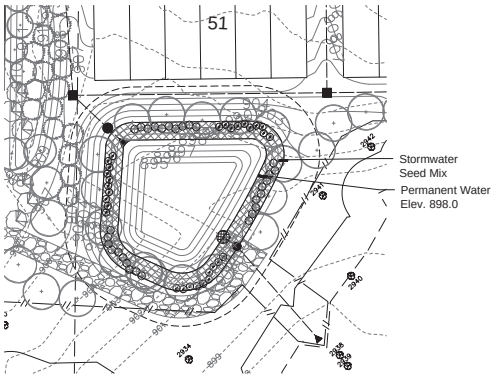
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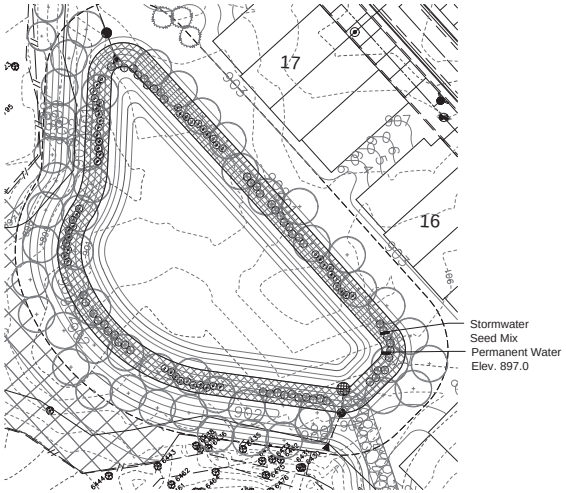
Pond D



Pond E



Pond F



Landscape Summary - This Sheet

Pond D

Detention Pond Plantings	
10' from Water Elevation	607 l.f.
Required Planting	425 l.f. (70%)
Planting to be Provided	433 l.f. (71%)
Pond Frontage for Trees	344'
Trees Required	9.8 Trees (344 / 35)
Trees Provided	15 Trees

Pond E

Detention Pond Plantings	
10' from Water Elevation	384 l.f.
Required Planting	269 l.f. (70%)
Planting to be Provided	288 l.f. (75%)
Pond Frontage for Trees	267'
Trees Required	7.6 Trees (267 / 35)
Trees Provided	10 Trees

Pond F

Detention Pond Plantings	
10' from Water Elevation	719 l.f.
Required Planting	503 l.f. (70%)
Planting to be Provided	518 l.f. (72%)
Pond Frontage for Trees	667'
Trees Required	19.1 Trees (667 / 35)
Trees Provided	30 Trees

Notes:

- Trees Shall be Planted no Closer than 10' to Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines. Trees Shall be Planted 4' from Curbs.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed. If Walks are Adjacent to the Street, Snow will be Stored in Nearby Islands or Lawn Areas.

ALLEN DESIGN
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THE GROVE

Seal:

Title:
Detention Ponds

Project:
The Grove
Novi, Michigan

Prepared for:
Ivanhoe Companies
6689 Orchard Lake Road, Suite 314
West Bloomfield, Michigan 48322
248.626.6114

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Drawn By:	Checked By:
jca	jca

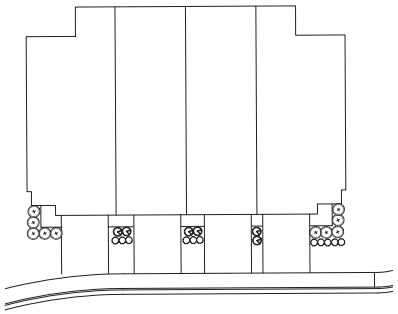
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1"=40'

Sheet No.
L-9

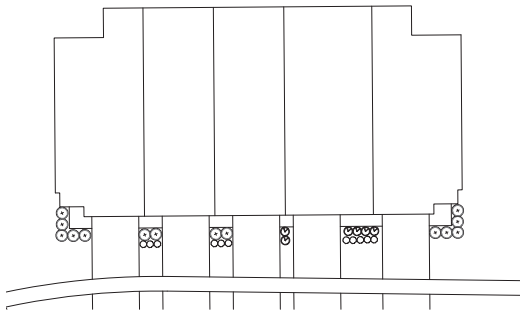
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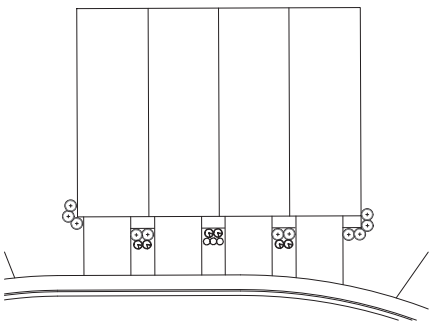
The Vistas - 4 Unit



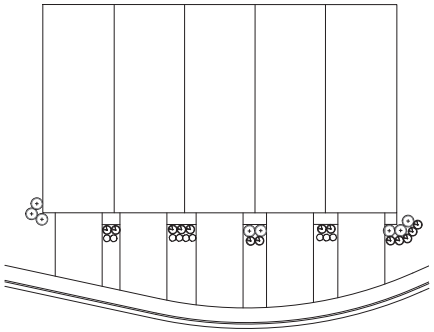
The Vistas - 5 Unit



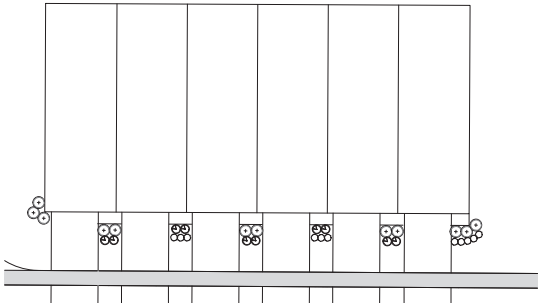
The Meadows 4 Unit



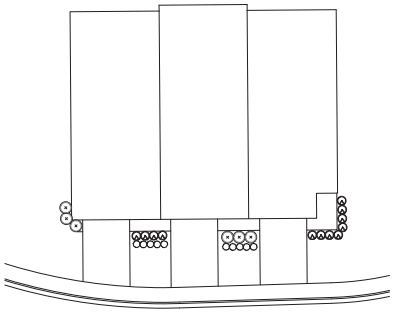
The Meadows 5 Unit



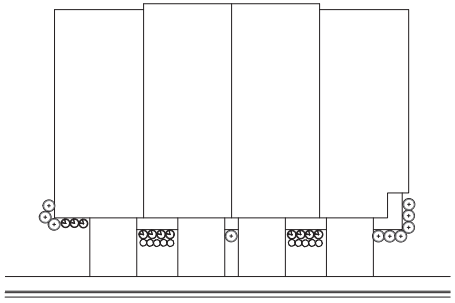
The Meadows 6 Unit



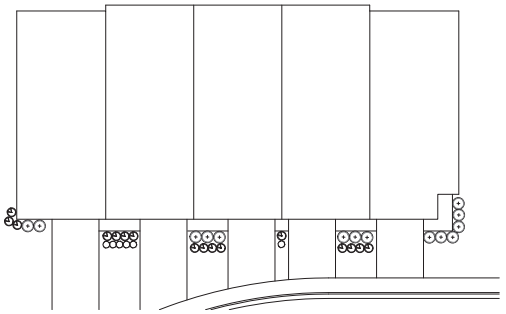
The Pointe and Woods 3 Unit



The Woods and Pointe 4 Unit



The Woods and Pointe 5 Unit



Unit Frontage Summary

Building Type	Building Length	Required Landscape (35%)	Landscape Provided	Waiver Required
The Vistas, 4 Unit	108.7'	37.8'	43.7'	0
The Vistas, 5 Unit	138.7'	48.5'	57.5'	0
The Meadows, 4 Unit	96.7'	33.8'	39.7'*	0
The Meadows, 5 Unit	120.7'	42.3'	47.5'*	0
The Meadows, 6 Unit	144.7'	50.6'	55.2'*	0
The Woods and Pointe, 3 Unit	90.7'	31.7'	42.0'	0
The Woods and Pointe, 4 Unit	120.7'	42.2'	55.7'	0
The Woods and Pointe, 5 Unit	150.7'	52.7'	68.0'	0

*Note:
Plantings Along the Building Sides that will be Visible from the Street are Included in the Provided Frontage Landscaping

Notes for all Residential Envelopes:
1. Unit mix, size, and location are representative and may vary within the building envelope. Each building envelope will accommodate 3 - 6 units.
2. Building envelope depth may increase in some locations to accommodate a 75' deep unit. All minimum setback requirements will be maintained
3. Decks or patios may extend a maximum of 10' beyond the building envelope into the perimeter, side to side, and side to rear setbacks.
4. Minimum Building Width is 24'.
5. Maximum Building Depth is 75'.
6. All units will have 2 or 3 bedrooms.
7. Minimum Driveway Length is 20' from Sidewalks.

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THE GROVE

Seal:

Title:
Unit Typicals

Project:
The Grove
Novi, Michigan

Prepared for:
Ivanhoe Companies
6689 Orchard Lake Road, Suite 314
West Bloomfield, Michigan 48322
248.626.6114

Revision:	Issued:
Review	March 28, 2024
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21-054

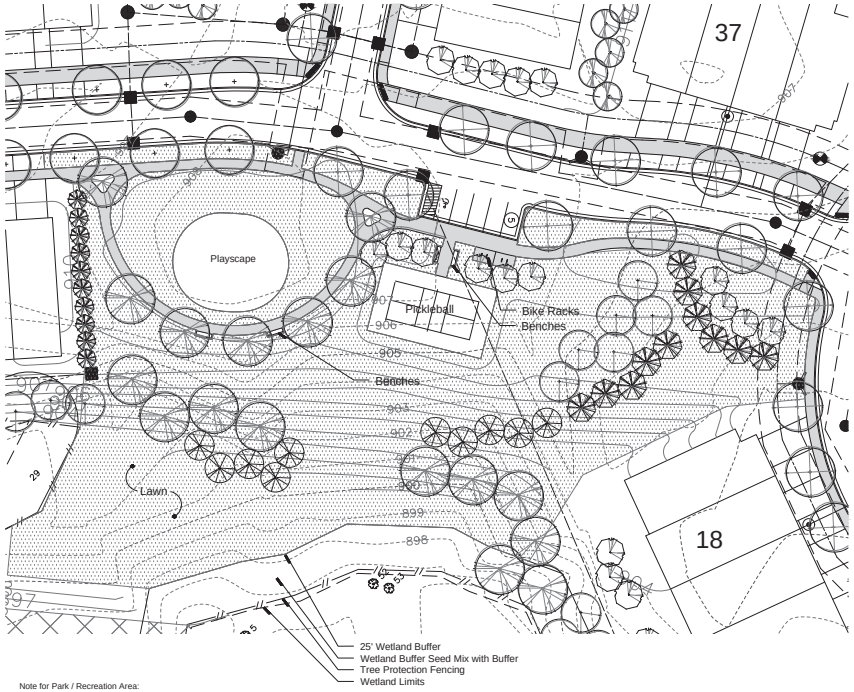
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jca	jca

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1"=40'

Sheet No.
L-10

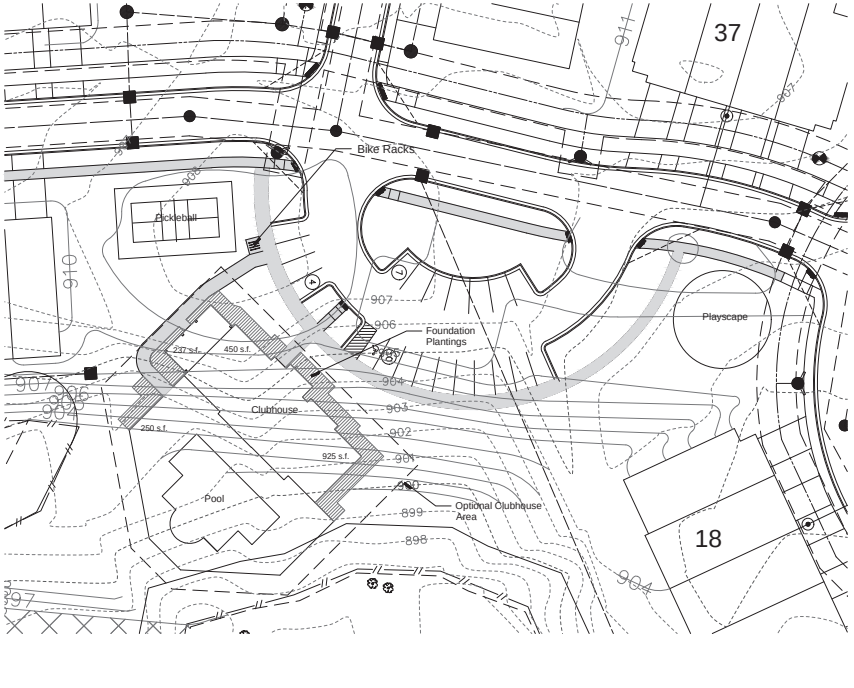
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Park / Recreation Area



Note for Park / Recreation Area:
1. The Park/Recreation Area including parking, bike rack, pickle ball court, and playscape will be built. The location and design of these amenities within the Park/Recreation Area are subject to change.

Clubhouse Option



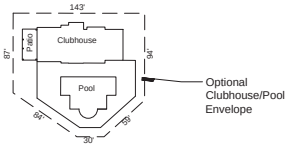
Landscape Summary - Clubhouse Option

Foundation Landscaping	
Building Perimeter	214 l.f.
Less Doors	12 l.f.
Net Perimeter	202 l.f.
Landscape Area Required	1,616 s.f. (202 x 8)
Landscape Area Provided	1,862 s.f.

Notes:
1. The Location and Design of Amenities are Conceptual and Subject to Change.
2. All Landscape Requirements Shall be Provided.

Optional Clubhouse Area

No Scale



Note for Optional Clubhouse Area:
1. The Clubhouse / Pool are optional and may not be built. The size and location of clubhouse / pool shown within the buildable envelope is representative of what may be built and is subject to change.

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THE GROVE

Seal:

Title:
Amenity Plan

Project:
The Grove
Novi, Michigan

Prepared for:
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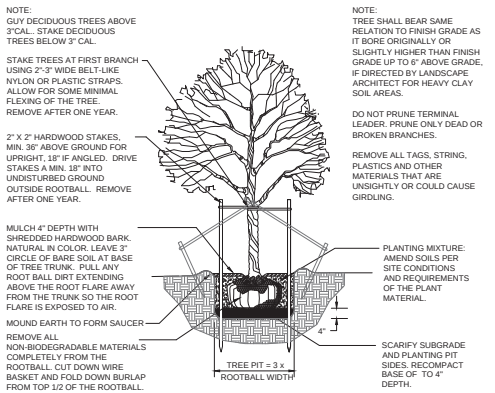
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1"=30'

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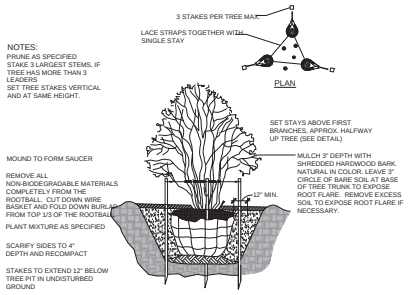
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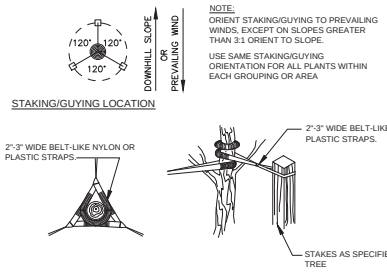
DECIDUOUS TREE PLANTING DETAIL

Not to scale



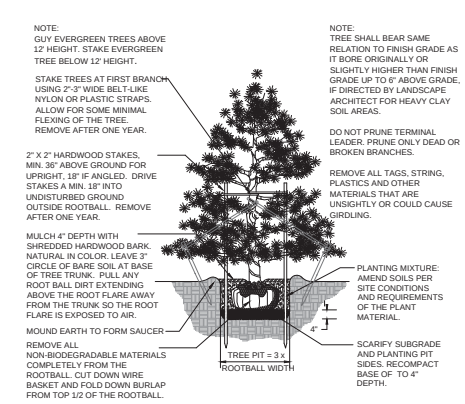
MULTI-STEM TREE PLANTING DETAIL

NOT TO SCALE



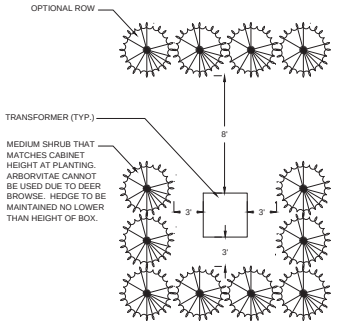
TREE STAKING DETAIL

Not to scale



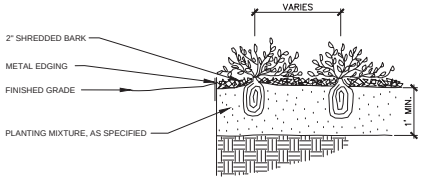
EVERGREEN TREE PLANTING DETAIL

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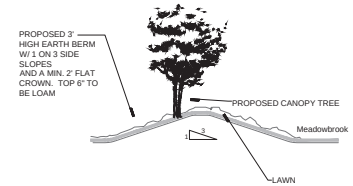
TRANSFORMER SCREENING DETAIL

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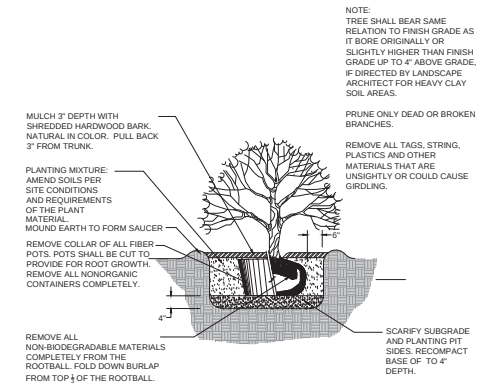
PERENNIAL PLANTING DETAIL

Not to scale



Berm Detail

HORIZONTAL SCALE: 1"=10'



SHRUB PLANTING DETAIL

NOT TO SCALE

LANDSCAPE NOTES

1. All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
2. Plants shall be full, well-branched, and in healthy vigorous growing condition.
3. Plants shall be watered before and after planting is complete.
4. All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for at least two (2) full years following City approval.
5. All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
6. Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
7. "Agriform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
8. Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 compost, mixed well and spread to the depth as indicated in planting details.
9. All plantings shall be mulched per planting details located on this sheet.
10. The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
11. No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
12. The Landscape Architect shall be notified in writing of any discrepancies between the plans and field conditions prior to installation.
13. The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
14. The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
15. Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
16. The Landscape Contractor shall seed and mulch or sod (as indicated on plans) all areas disturbed during construction, throughout the contract limits.
17. A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly on top of all mulching in all planting beds.
18. Sod shall be two year old "Baron/Cheriadelphi" Kentucky Blue Grass grown in a sod nursery on loam soil.

CITY OF NOVI NOTES

1. All landscape islands shall be backfilled with a sand mixture to facilitate drainage.
2. All proposed landscape islands shall be curbed.
3. All landscape areas shall be irrigated.
4. Overhead utility lines and poles to be relocated as directed by utility company of record.
5. Evergreen and canopy trees shall be planted a minimum of 10' from a fire hydrant, and manhole, 15' from overhead wires and 5' from underground utility lines.
6. All plant material shall be guaranteed for two (2) years after City Approval and shall be installed and maintained according to City of Novi standards. Replace Failing Material within 3 Months of Discovering the Need for Replacement. One cultivation per month shall occur in June-August.
7. All proposed street trees shall be planted a minimum of 4' from both the back of curb and proposed walks.
8. All tree and shrub planting beds shall be mulched with shredded hardwood bark, spread to minimum depth of 4". All lawn area trees shall have a 4' diameter circle of shredded hardwood mulch 3" away from trunk. All perennial, annual and ground cover beds shall receive 2" of dark colored bark mulch as indicated on the plant list. Mulch is to be free from debris and foreign material, and shall contain no pieces of inconsistent size.
9. All Substitutions or Deviations from the Landscape Plan Must be Approved in Writing by the City of Novi Prior to their Installation.

NOTES:
THE APPROXIMATE DATE OF INSTALLATION FOR THE PROPOSED LANDSCAPE WILL BE MARCH 15 AND NOVEMBER 15.

THE SITE WILL BE MAINTAINED BY THE DEVELOPER IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE CITY OF NOVI ZONING ORDINANCE. THIS INCLUDES WEEDING AND WATERING AS REQUIRED BY NORMAL MAINTENANCE PRACTICES.

DEVELOPER SHALL BE RESPONSIBLE FOR REPLACING ANY TREES WITHIN UTILITY EASEMENTS THAT ARE DAMAGED THROUGH NORMAL MAINTENANCE OR REPAIRS.

PLANT MATERIALS SHALL BE GUARANTEED FOR 2 YEARS AND SHALL BE MAINTAINED IN ACCORDANCE WITH CITY ORDINANCES. WARRANTY PERIOD BEGINS AT THE TIME OF CITY APPROVAL. WATERING AS NECESSARY SHALL OCCUR DURING THIS WARRANTY PERIOD.

ANY SUBSTITUTIONS MUST BE SUBMITTED IN WRITING AND APPROVED BY THE CITY.

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ALLENDESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
557 Carpenter
Northville, Michigan 48167
e. jca@wideopenwest.com
t. 248.467.4668

THE GROVE

Seal:

Title:
Landscape Details

Project:
The Grove
Novi, Michigan

Prepared for:
Ivanhoe Companies
6689 Orchard Lake Road, Suite 314
West Bloomfield, Michigan 48322
248.626.6114

Revision:	Issued:
Review	March 28, 2024
Revised	July 26, 2024
PRO Submission	July 9, 2025
Revised PRO Submission	September 12, 2025

Job Number:
21-054

Drawn By:	Checked By:
jca	jca

Sheet No.
L-12

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Matchline Sheet L-13

Key

Bold Trees to be Removed

See Sheet L-15 - L-19 for Tree List

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LAND PLANNING / LANDSCAPE ARCHITECTURE
557 Carpenter
Northville, Michigan 48167
e. jca@wideopenwest.com
t. 248.467.4668

THE GROVE

Seal:

Title:

Woodland Plan

Project:

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Novi, Michigan

Prepared for:

Ivanhoe Companies
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248.626.6114

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21-054

Drawn By:	Checked By:
jca	jca

0' 25' 50'

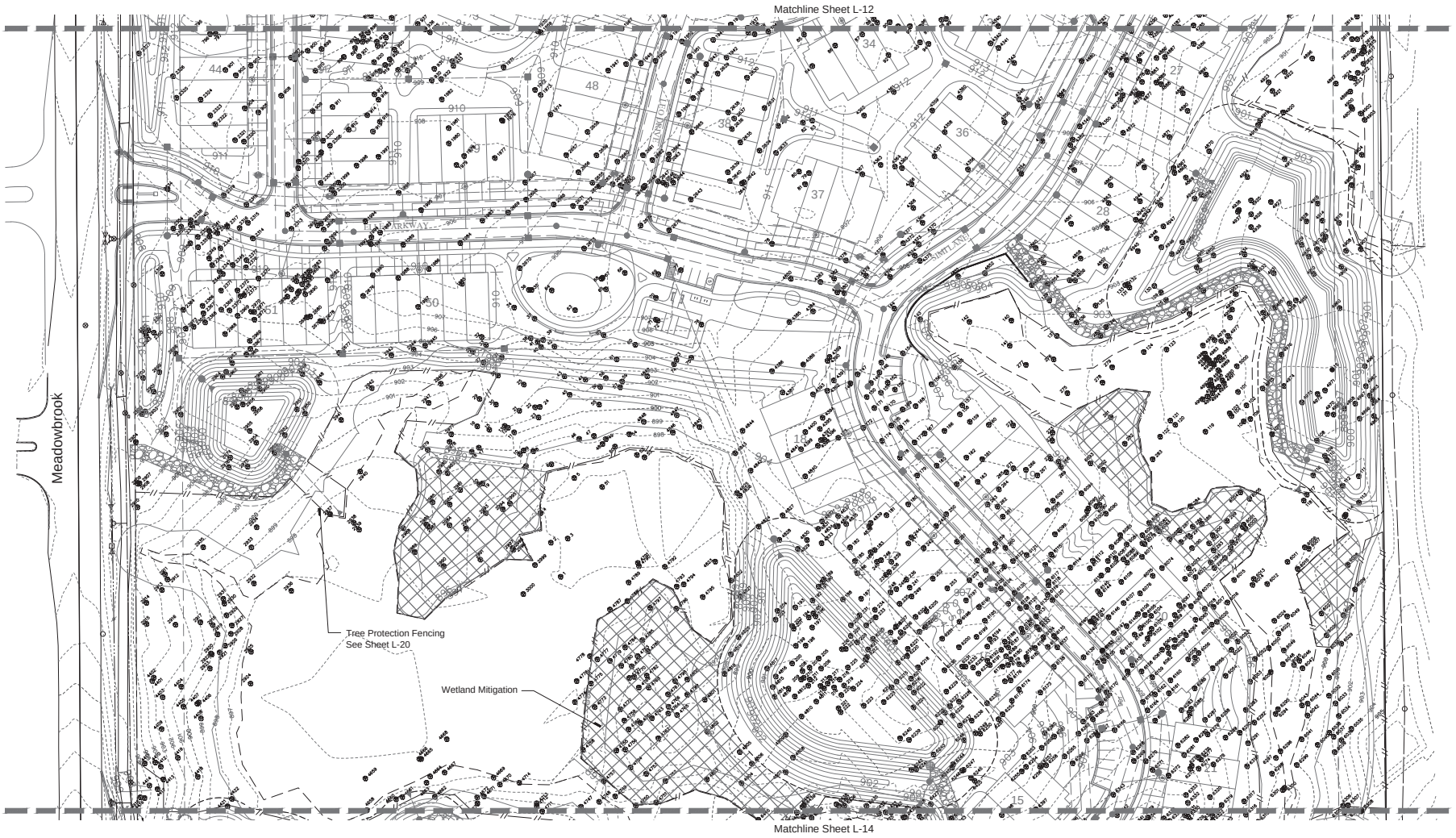
NORTH
1"=50'

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Sheet No.

L-13

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Key

Bold Trees to be Removed

See Sheet L-15 - L-19 for Tree List

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THE GROVE

Seal:

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Drawn By:	Checked By:
jca	jca

0' 25' 50'

NORTH
1"=50'

Sheet No.

L-14

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Key

Bold Trees to be Removed

See Sheet L-15 - L-19 for Tree List

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557 Carpenter
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e. jca@wideopenwest.com
t. 248.467.4668

THE GROVE

Seal:

Title:

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Project:

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Novi, Michigan

Prepared for:

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21-054

Drawn By:	Checked By:
jca	jca

0' 25' 50'

NORTH
1"=50'

Sheet No.

L-15

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Tree List

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

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t. 248.467.4668

THE GROVE

Seal:

Title:

Tree List

Project:

The Grove
Novi, Michigan

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248.626.6114

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Drawn By:	Checked By:
jca	jca

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Sheet No.

L-16

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Tree List

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

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557 Carpenter
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t. 248.467.4668

THE GROVE

Seal:



Title:

Tree List

Project:

The Grove
Novi, Michigan

Prepared for:

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248.626.6114

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Drawn By:	Checked By:
jca	jca

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Sheet No.

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Tree List

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

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t. 248.467.4668

THE GROVE

Seal:

JAMES C. ALLEN
Landscape Architect
No. 1301
STATE OF MICHIGAN
REGISTERED LANDSCAPE ARCHITECT

Title:

Tree List

Project:

The Grove
Novi, Michigan

Prepared for:

Ivanhoe Companies
6689 Orchard Lake Road, Suite 314
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Drawn By:	Checked By:
jca	jca

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Sheet No.

L-18

Tree List

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

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t. 248.467.4668

THE GROVE

Seal:

Title:
Tree List

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Novi, Michigan

Prepared for:
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Drawn By:	Checked By:
jca	jca

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Sheet No.
L-19

Tree List

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Tag	Scientific Name	Common Name	Dia.	Condition	Status	Required Replacement	Multi-Stem Replacement	Credits

Status Key

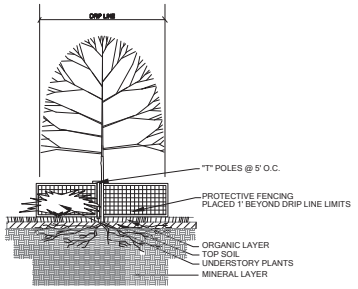
Save	Tree will be saved
Credit	Tree is located outside of a woodland area and will be saved.
CRZ	Grading Occurs within the Critical Root Zone. Tree Will Remain but Counted as Removed.
Mitigation	Trees to be Removed for Potential Wetland Mitigation
Remove	Tree is located in a regulated woodland and will be removed.
Exempt	Tree is dead or located outside of a woodland area.

Woodland Summary

Total Trees		2,857 Trees
Less Non - Regulated Trees:		
Non-Regulated Trees		82 Trees
Net Regulated Trees		2,775 Regulated Trees
Regulated Trees Removed		2,019 Trees
Replacement Required		
Trees 8" - 11"	1,126 trees x 1=	1,126 Trees
Trees 11" - 20"	715 trees x 2=	1,430 Trees
Trees 20" - 30"	59 trees x 3=	177 Trees
Trees 30"+	14 trees x 4=	56 Trees
Multi-Stemmed Trees (105 Trees)		389 Trees
Net Replacement Required		3,178 Trees
Less Credits		35 Trees
Replacement Required		3,143 Trees

Tree Fence Installation and Removal $67,140 (11,190 l.f. x $6 l.f.)

Tree Protection Fencing



1. Either Plastic or Wood Orange Snow Fencing Shall be Installed at or Beyond the Dripline, Unless More Substantial Fencing is Required.
2. Stakes Shall be Metal "T" Poles Spaced no Further than 5' on Center.
3. Fencing Shall be Placed at a Minimum of 1' Beyond the Dripline of Those Trees to be Saved. Special Circumstances Shall be Reviewed by the City.
4. Fencing Shall be Erected Prior to Construction. The City Shall be Notified Once the Fencing is Installed for Inspection.
5. Under no Circumstances Shall the Protective Fencing be Removed Without Proper Approval from the City.
6. No Person Shall Conduct any Activity Within Areas Proposed to Remain. This Shall Include, but not Limited to:
   a. No Solvents or Chemicals Within Protected Areas.
   b. No Storage or Stockpiling of Materials Within Protected Areas.
   c. No Grade Changes, Including Fill, Within Protected Areas.
   d. No Removal of Vegetation from the Ground Up Without Permission from the Proper Reviewing Authority, Including the Woodlands Review Board
   e. Any Required Swale Needs to be Directed Around the Protected Areas. Instances Where Swales are Approved Through a Protected Area, the Swales Need to be HAND DUG and Shall Not Disturb Roots.
7. Any Specified Woodland or Regulated Trees Adjacent to the Property are Also Required to be Protected Whether or not they are Shown on the Plan.

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e. jca@wideopenwest.com
t. 248.467.4668

THE GROVE

Seal:

JAMES C. ALLEN Landscape Architect No. 3901 REGISTERED LANDSCAPE ARCHITECT

Title:

Tree List

Project:

The Grove
Novi, Michigan

Prepared for:

Ivanhoe Companies
6689 Orchard Lake Road, Suite 314
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248.626.6114

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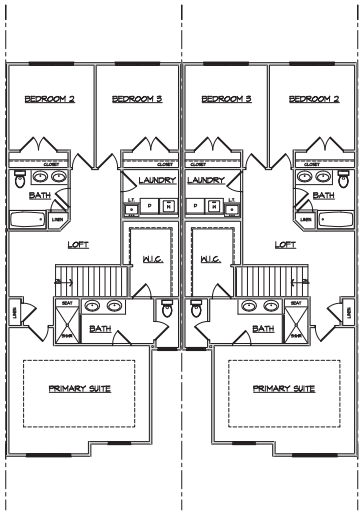
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Drawn By:	Checked By:
jca	jca

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L-20



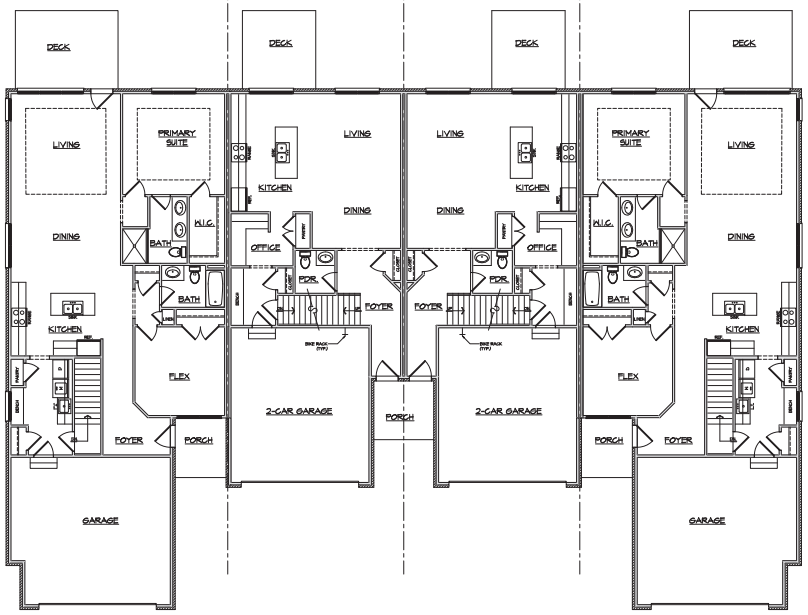
SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

4-PLEX SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

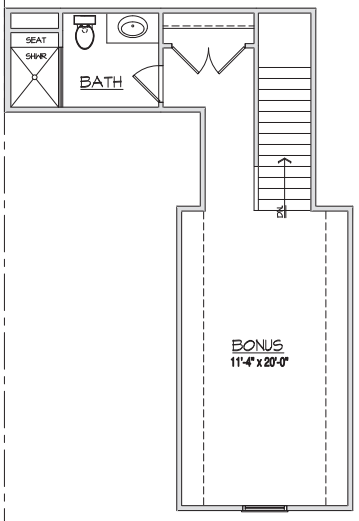
NOTES:

- 71'-0" - 75'-0" DEEP BUILDING ENVELOPE TO ALLOW FLEXIBILITY FOR UNIT OPTIONS AND FUTURE PLAN DESIGN VARIATIONS.
- THE 4-PLEX SHOWN IS AN ASSUMED UNIT LAYOUT. EACH UNIT AND OR BUILDING CONFIGURATION IS SUBJECT TO CHANGE BASED ON SITE PLAN AND FINAL GRADING.
- BUILDING CONFIGURATIONS MAY VARY BETWEEN 3,4,5,&6 UNIT BUILDINGS
- GROVE UNIT TYPES ARE INTERCHANGEABLE BETWEEN VILLAGES PER BUILDING ENVELOPES SHOWN ON SHEET SP-3



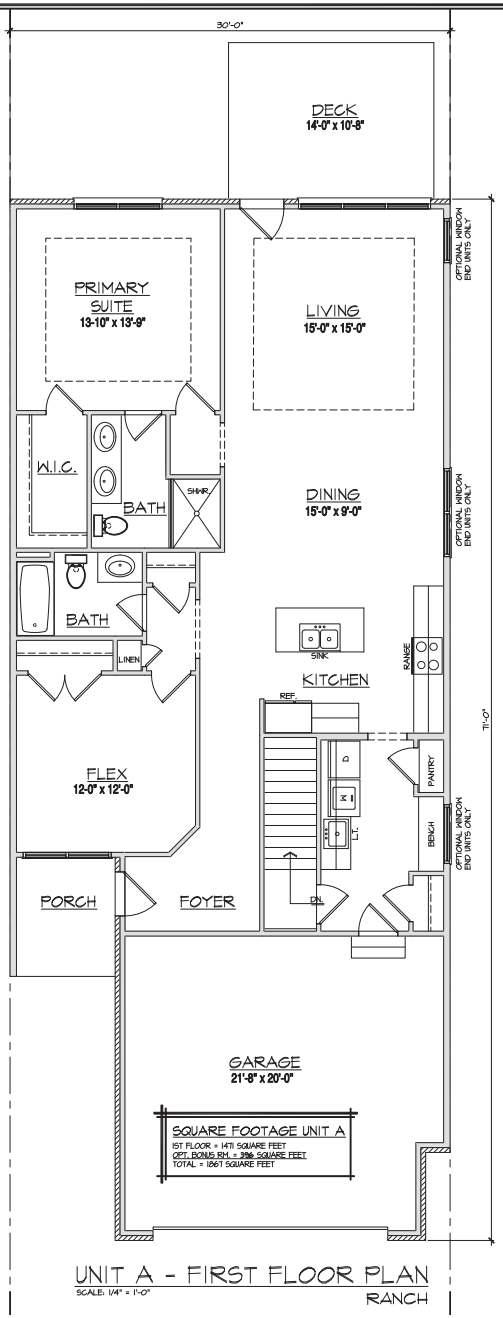
4-PLEX FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



UNIT A - BONUS ROOM

SCALE: 1/4" = 1'-0"



UNIT A - FIRST FLOOR PLAN

RANCH

SCALE: 1/4" = 1'-0"

Ivanhoe Companies
The Grove - Novi, Michigan
Village #1 - The Vistas

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(Office) 248-792-3258 | (Fax) 248-792-3280 | www.TR-DesignGroup.com

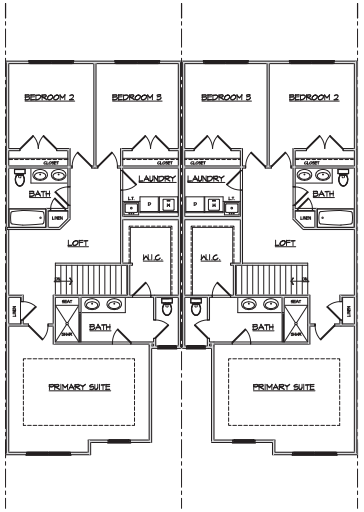
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Review Set: 06/22/25 | Permit Set:
Final Set: NOT FOR CONSTRUCTION
Revisions:

23073
Job Number

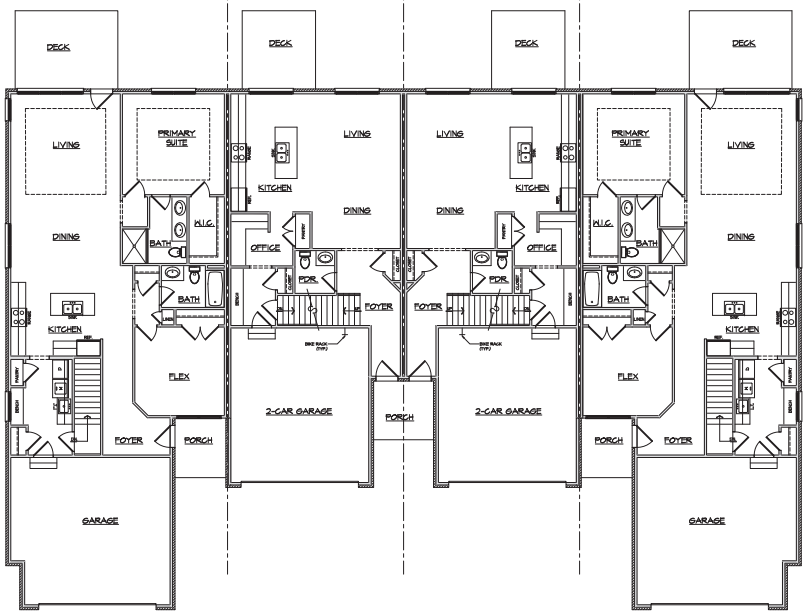
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4-PLEX SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

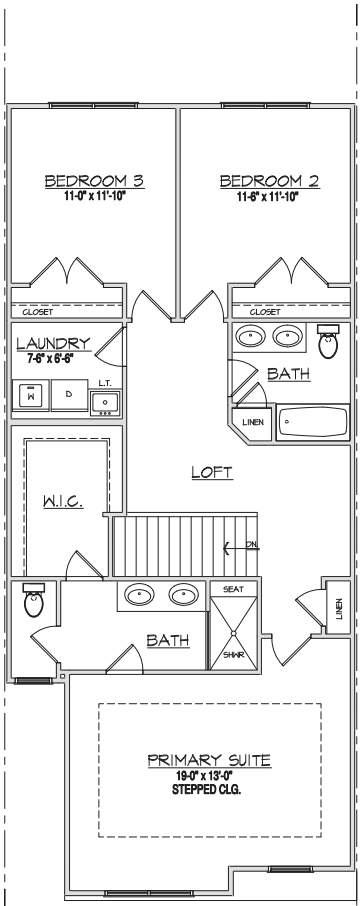


4-PLEX FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

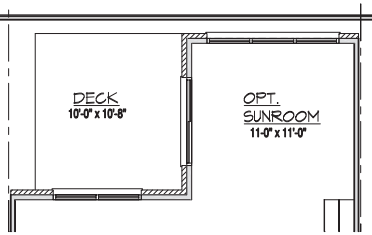
NOTES:

- 11'-0" - 19'-0" DEEP BUILDING ENVELOPE TO ALLOW FLEXIBILITY FOR UNIT OPTIONS AND FUTURE PLAN DESIGN VARIATIONS.
- THE 4-PLEX SHOWN IS AN ASSUMED UNIT LAYOUT. EACH UNIT AND OR BUILDING CONFIGURATION IS SUBJECT TO CHANGE BASED ON SITE PLAN AND FINAL GRADING.
- BUILDING CONFIGURATIONS MAY VARY BETWEEN 3,4,5,&6 UNIT BUILDINGS
- GROVE UNIT TYPES ARE INTERCHANGEABLE BETWEEN VILLAGES PER BUILDING ENVELOPES SHOWN ON SHEET SP-3



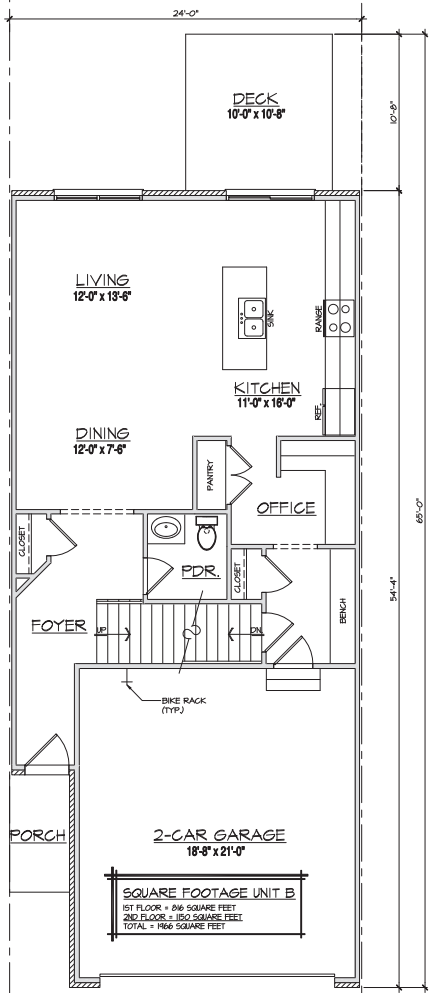
UNIT B- SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



UNIT B - OPTIONAL SUNROOM

SCALE: 1/4" = 1'-0"



UNIT B- FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

Ivanhoe Companies
The Grove - Novi, Michigan
Village #1 - The Vistas

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Final Set: NOT FOR CONSTRUCTION
Revisions:

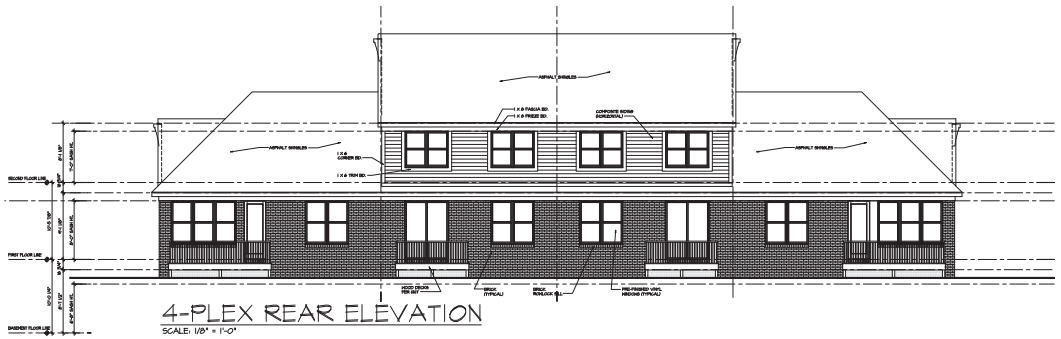
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NOTES:

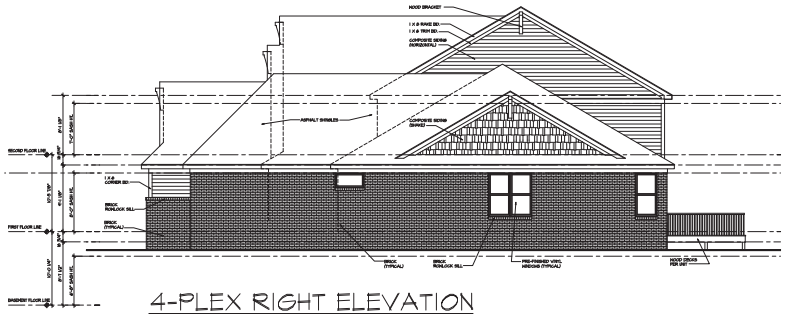
- ALL RENDERING AND ELEVATIONS ARE ARTISTIC IN NATURE AND SUBJECT TO CHANGE. REFER TO CIVIL AND LANDSCAPE PLANS FOR BUILDING LAYOUT. MATERIAL COLORS ARE REPRESENTATIONAL OF MANUFACTURED PRODUCT.
- THE 4-PLEX SHOWN IS AN ASSUMED UNIT LAYOUT. EACH UNIT AND OR BUILDING CONFIGURATION IS SUBJECT TO CHANGE BASED ON SITE PLAN AND FINAL GRADING.
- BUILDING CONFIGURATIONS MAY VARY BETWEEN 3,4,5,&6 UNIT BUILDINGS
- GRADE IS SUBJECT TO CHANGE PER UNIT / BUILDING. REFER TO FINAL SITE AND GRADING PLAN
- GROVE UNIT TYPES ARE INTERCHANGEABLE BETWEEN VILLAGES PER BUILDING ENVELOPES SHOWN ON SHEET SP-3



4-PLEX REAR ELEVATION

SCALE: 1/8" = 1'-0"

REAR ELEVATION MATERIAL QUANTITY:
BRICK VENEER = 147 SQ.FT. = 74%
COMPOSITE SIDING / WOOD TRIM = 269 SQ.FT. = 26%

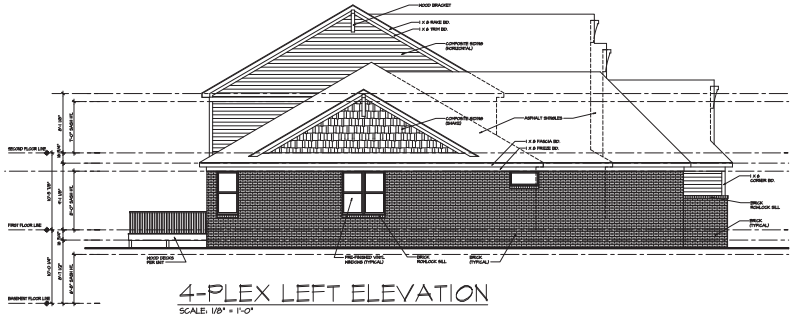


4-PLEX RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

RIGHT ELEVATION MATERIAL QUANTITY:
BRICK / STONE VENEER = 665 SQ.FT. = 65%
COMPOSITE SIDING / WOOD TRIM = 366 SQ.FT. = 35%

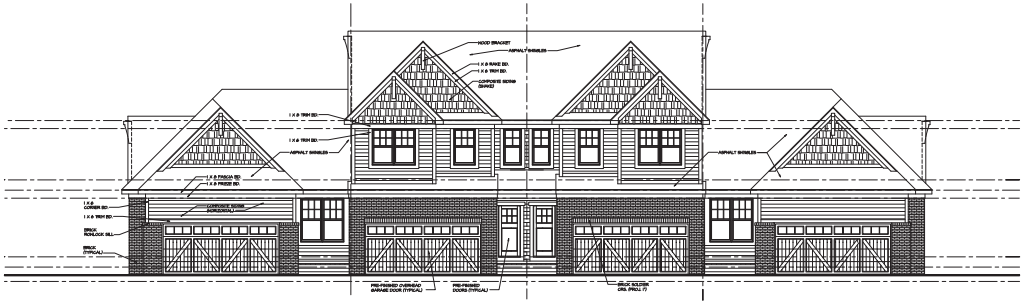




4-PLEX LEFT ELEVATION

SCALE: 1/8" = 1'-0"

LEFT ELEVATION MATERIAL QUANTITY:
BRICK / STONE VENEER = 665 SQ.FT. = 65%
COMPOSITE SIDING / WOOD TRIM = 366 SQ.FT. = 35%



4-PLEX FRONT ELEVATION

SCALE: 1/8" = 1'-0"

FRONT ELEVATION MATERIAL QUANTITY:
BRICK / STONE VENEER = 355 SQ.FT. = 31%
COMPOSITE SIDING / WOOD TRIM = 792 SQ.FT. = 69%

Ivanhoe Companies
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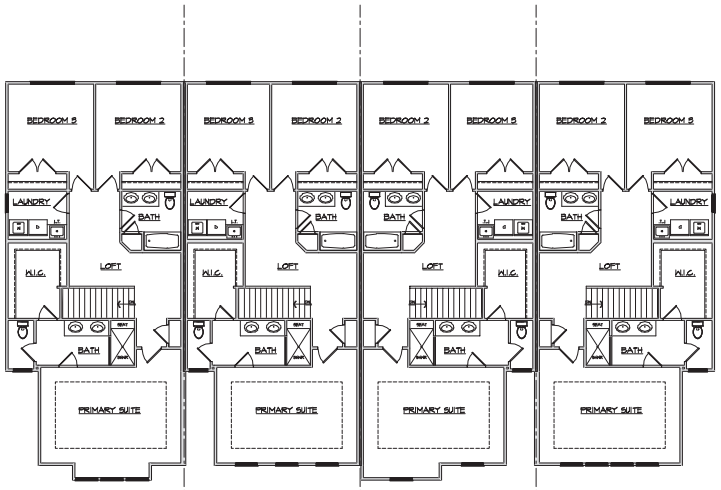
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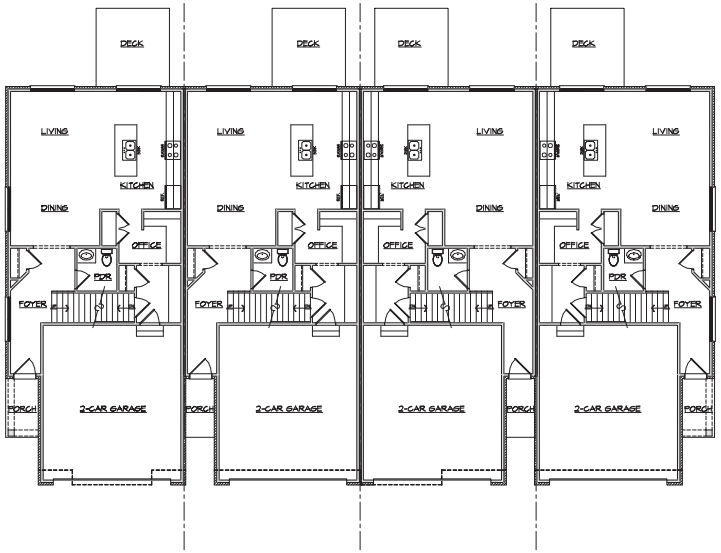
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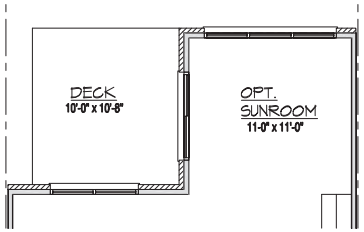
4-PLEX SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



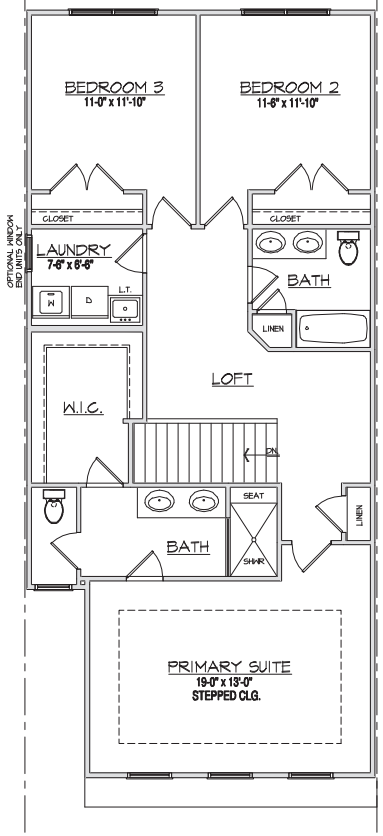
4-PLEX FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



UNIT - OPTIONAL SUNROOM

SCALE: 1/4" = 1'-0"

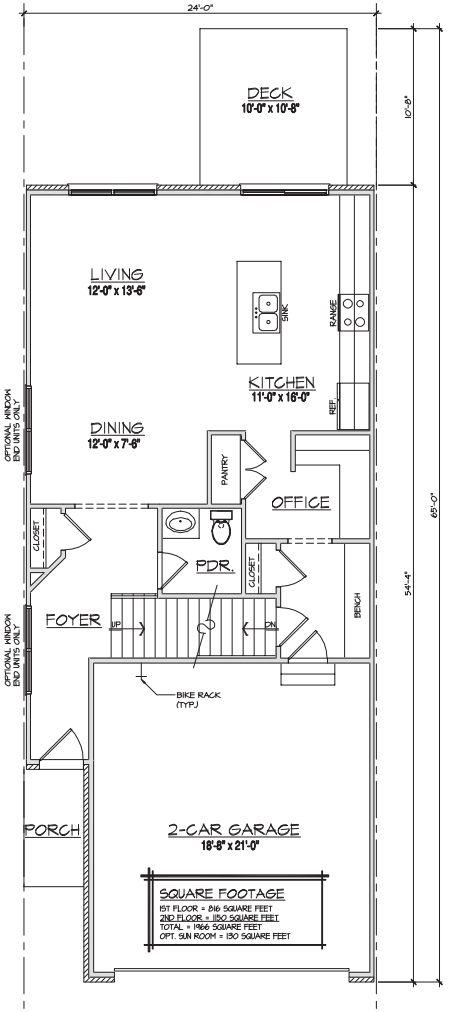


UNIT - SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

NOTES:

- 71'-0" - 75'-0" DEEP BUILDING ENVELOPE TO ALLOW FLEXIBILITY FOR UNIT OPTIONS AND FUTURE PLAN DESIGN VARIATIONS.
- THE 4-PLEX SHOWN IS AN ASSUMED UNIT LAYOUT. EACH UNIT AND OR BUILDING CONFIGURATION IS SUBJECT TO CHANGE BASED ON SITE PLAN AND FINAL GRADING.
- BUILDING CONFIGURATIONS MAY VARY BETWEEN 3,4,5,& 6 UNIT BUILDINGS.
- GROVE UNIT TYPES ARE INTERCHANGEABLE BETWEEN VILLAGES PER BUILDING ENVELOPES SHOWN ON SHEET SP-3



UNIT - FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE

1ST FLOOR = 816 SQUARE FEET
2ND FLOOR = 1150 SQUARE FEET
TOTAL = 1966 SQUARE FEET
OPT. SUN ROOM = 130 SQUARE FEET

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Drwn: B.H. | Chkd: J.R.

Review Set: 09/22/25 | Permit Set:
Final Set: NOT FOR CONSTRUCTION
Revisions:

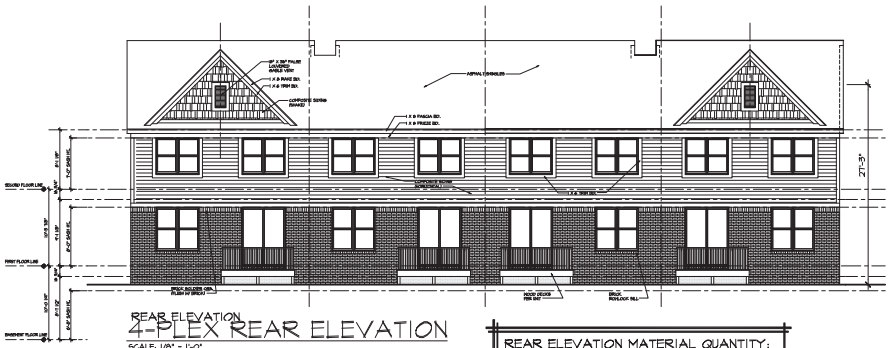
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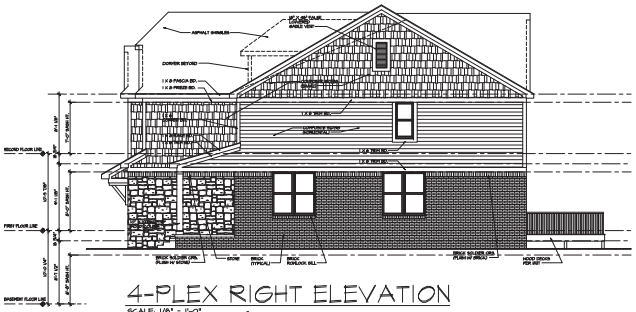
NOTES:

- ALL RENDERING AND ELEVATIONS ARE ARTISTIC IN NATURE AND SUBJECT TO CHANGE. REFER TO CIVIL AND LANDSCAPE PLANS FOR BUILDING LAYOUT. MATERIAL COLORS ARE REPRESENTATIONAL OF MANUFACTURED PRODUCT.
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REAR ELEVATION
4-PLEX REAR ELEVATION
SCALE: 1/8" = 1'-0"

REAR ELEVATION MATERIAL QUANTITY:
BRICK VENEER = 675 SQ.FT. = 56%
COMPOSITE SIDING / WOOD TRIM = 1185 SQ.FT. = 44%



4-PLEX RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

RIGHT ELEVATION MATERIAL QUANTITY:
BRICK / STONE VENEER = 441 SQ.FT. = 61%
COMPOSITE SIDING / WOOD TRIM = 711 SQ.FT. = 39%





4-PLEX LEFT ELEVATION
SCALE: 1/8" = 1'-0"

LEFT ELEVATION MATERIAL QUANTITY:
BRICK / STONE VENEER = 441 SQ.FT. = 61%
COMPOSITE SIDING / WOOD TRIM = 711 SQ.FT. = 39%



4-PLEX FRONT ELEVATION
SCALE: 1/8" = 1'-0"

FRONT ELEVATION MATERIAL QUANTITY:
BRICK / STONE VENEER = 410 SQ.FT. = 37%
COMPOSITE SIDING / WOOD TRIM = 815 SQ.FT. = 63%

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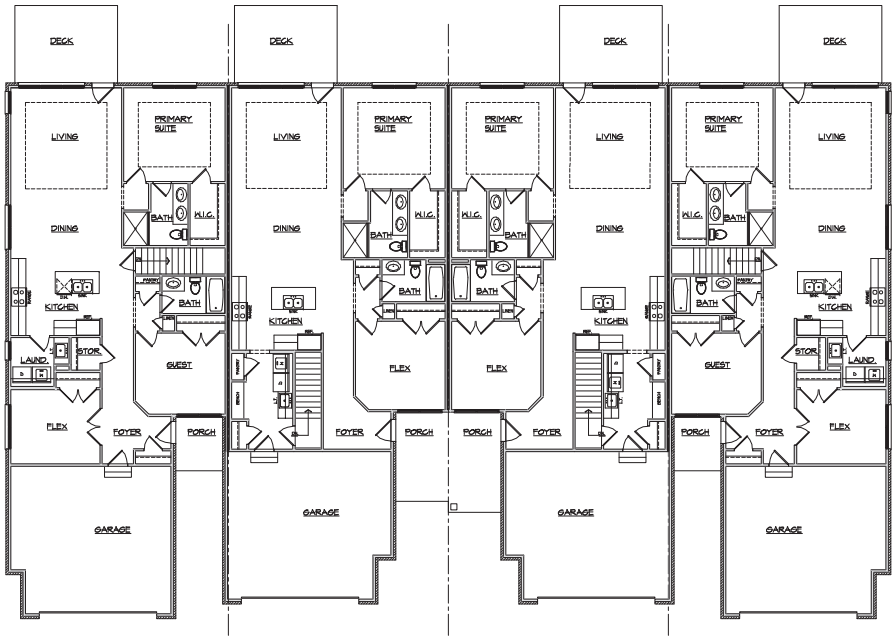
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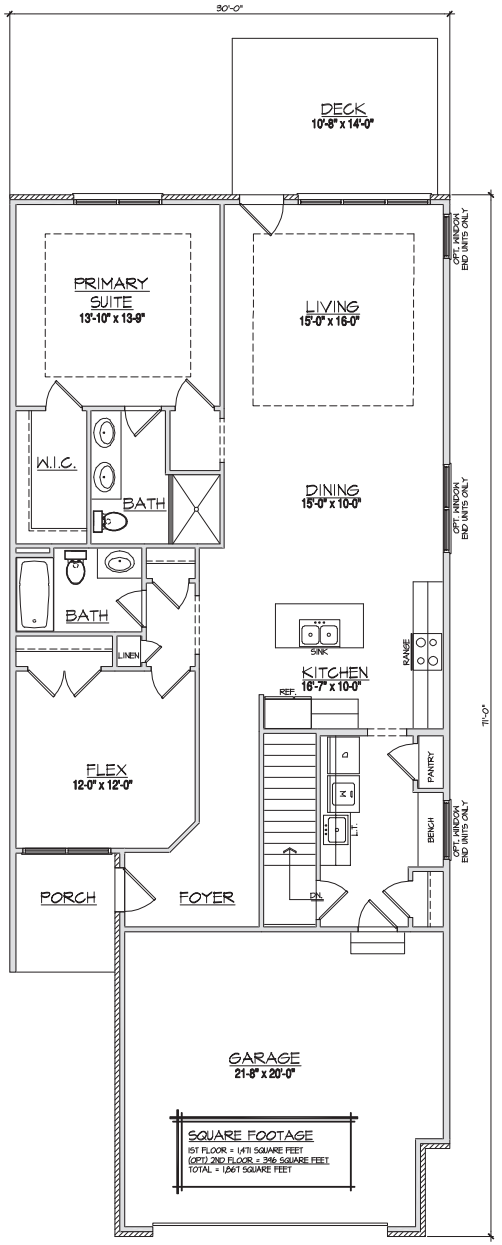
NOTES:

- 71'-0" - 75'-0" DEEP BUILDING ENVELOPE TO ALLOW FLEXIBILITY FOR UNIT OPTIONS AND FUTURE PLAN DESIGN VARIATIONS
- THE 4-PLEX SHOWN IS AN ASSUMED UNIT LAYOUT, EACH UNIT AND OR BUILDING CONFIGURATION IS SUBJECT TO CHANGE BASED ON SITE PLAN AND FINAL GRADING
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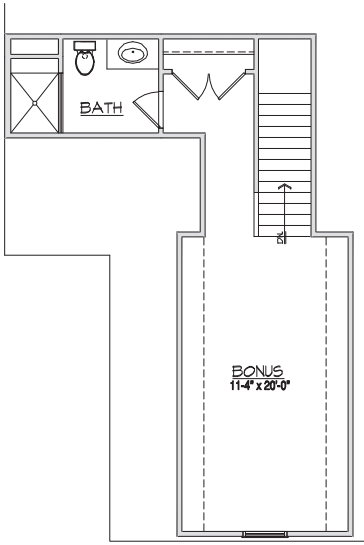
4-PLEX FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



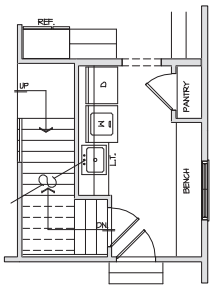
71' UNIT - FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"



71' UNIT - OPTIONAL BONUS

SCALE: 1/4" = 1'-0"



71' UNIT - OPTIONAL MUD

SCALE: 1/4" = 1'-0"

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Review Set: 07/15/25 | Permit Set:

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Revisions: 08/22/25 Added Brick to Front Elevation.

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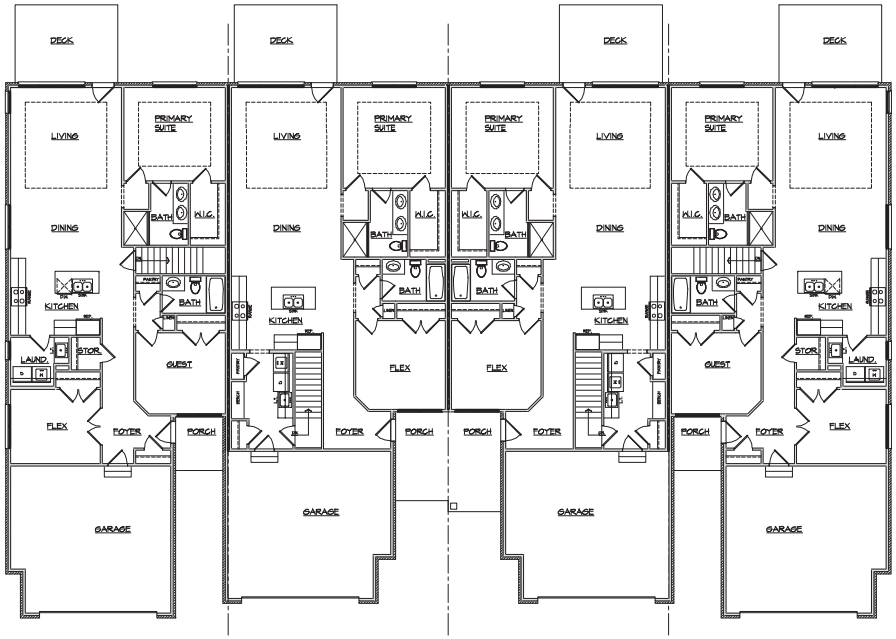
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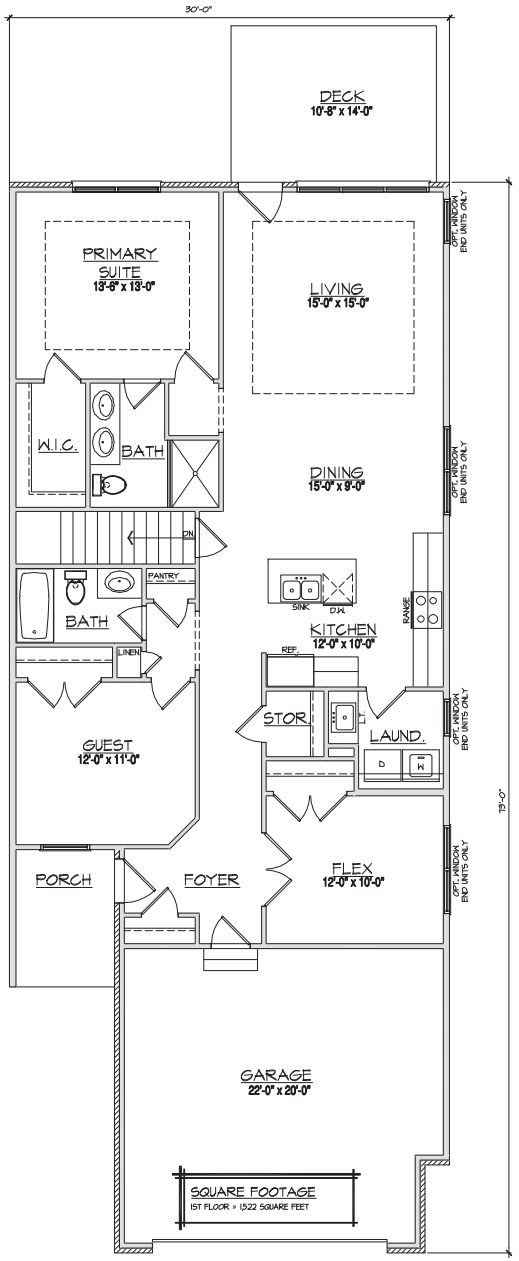
NOTES:

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4-PLEX FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



73' RANCH UNIT - FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

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Review Set: 07/15/25 | Permit Set:
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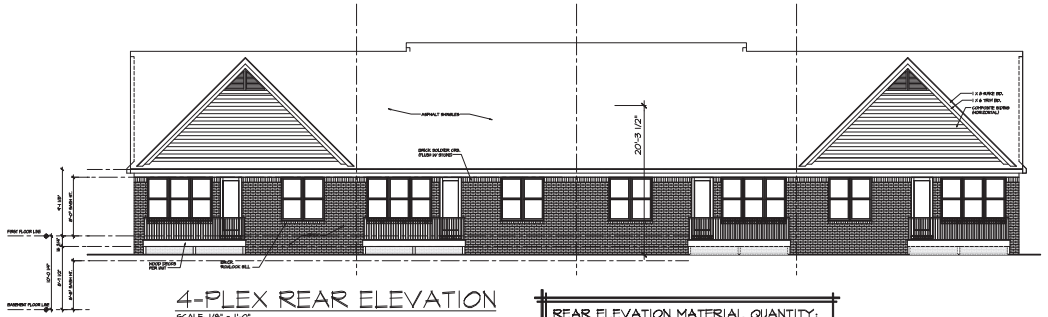
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NOTES:

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4-PLEX REAR ELEVATION

SCALE: 1/8" = 1'-0"

REAR ELEVATION MATERIAL QUANTITY:

BRICK VENEER = 816 SQ.FT. = 66%
COMPOSITE SIDING / WOOD TRIM = 425 SQ.FT. = 34%



4-PLEX RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

RIGHT ELEVATION MATERIAL QUANTITY:

BRICK / STONE VENEER = 625 SQ.FT. = 53%
COMPOSITE SIDING / WOOD TRIM = 562 SQ.FT. = 47%



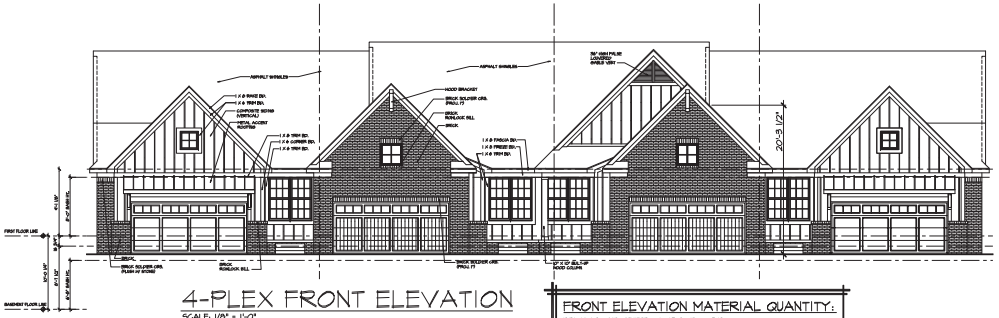


4-PLEX LEFT ELEVATION

SCALE: 1/8" = 1'-0"

LEFT ELEVATION MATERIAL QUANTITY:

BRICK / STONE VENEER = 625 SQ.FT. = 53%
COMPOSITE SIDING / WOOD TRIM = 562 SQ.FT. = 47%



4-PLEX FRONT ELEVATION

SCALE: 1/8" = 1'-0"

FRONT ELEVATION MATERIAL QUANTITY:

BRICK / STONE VENEER = 1093 SQ.FT. = 34%
COMPOSITE SIDING / WOOD TRIM = 1685 SQ.FT. = 61%

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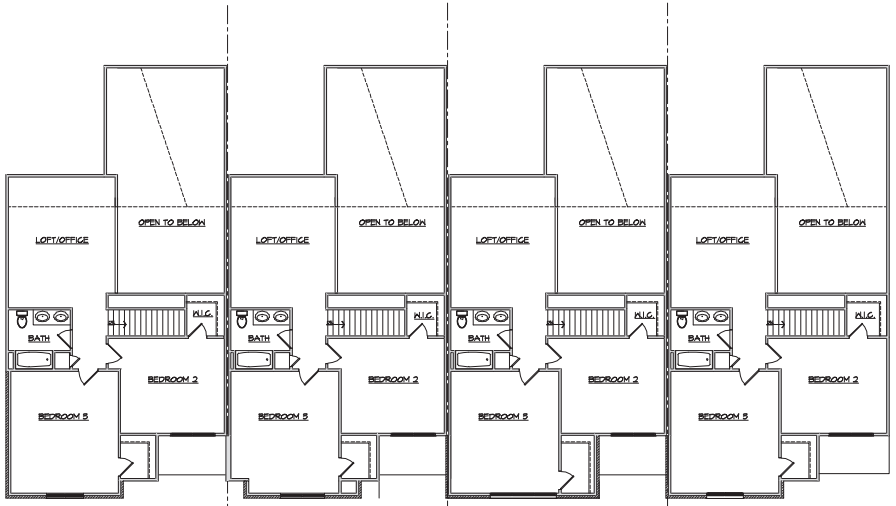
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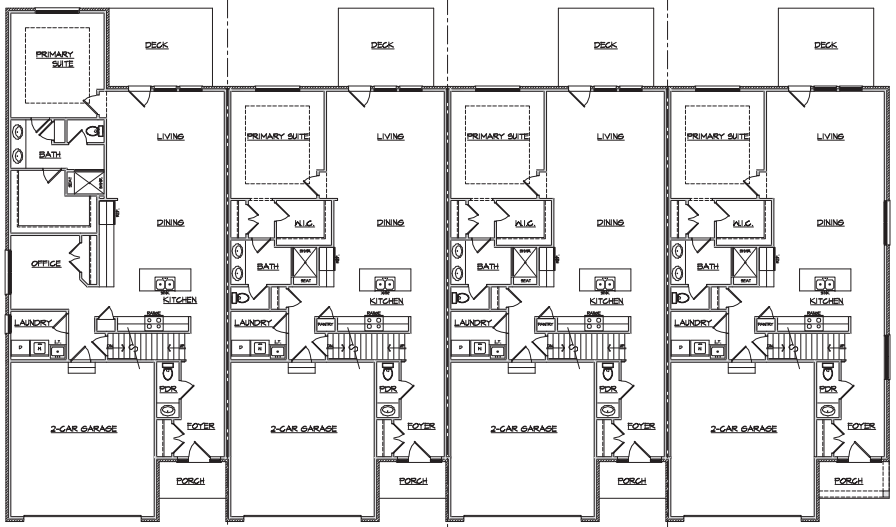
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4-PLEX SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

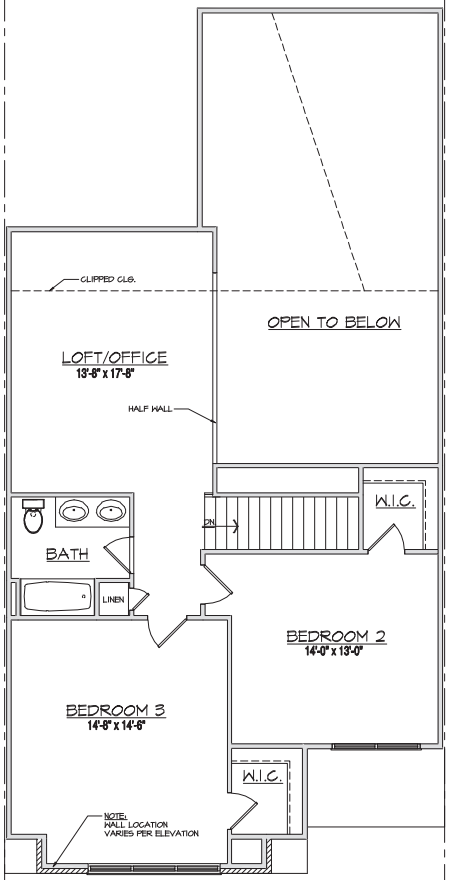


4-PLEX FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

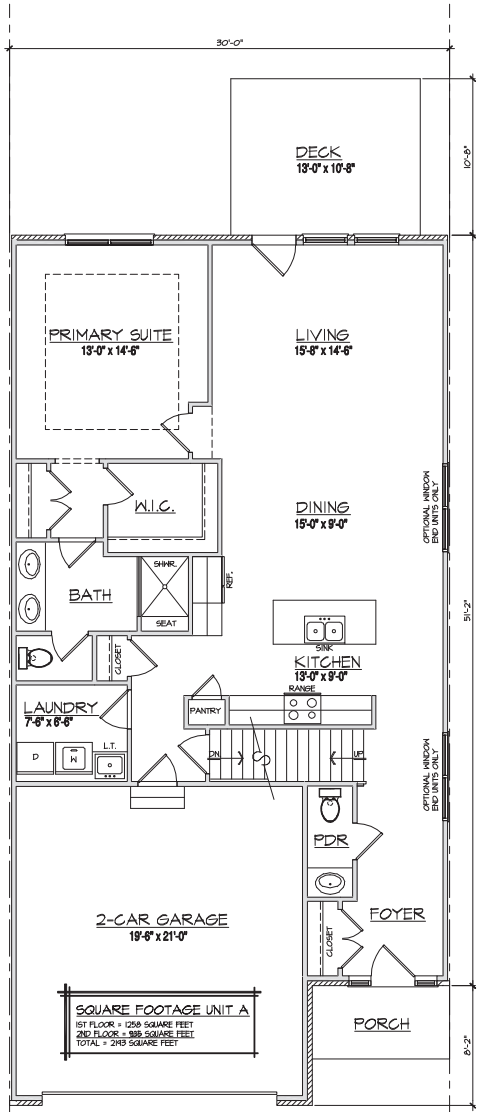
NOTES:

- 11'-0" - 15'-0" DEEP BUILDING ENVELOPE TO ALLOW FLEXIBILITY FOR UNIT OPTIONS AND FUTURE PLAN DESIGN VARIATIONS.
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UNIT A - SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



UNIT A - FIRST FLOOR PLAN

PRIMARY DOWN

SCALE: 1/4" = 1'-0"

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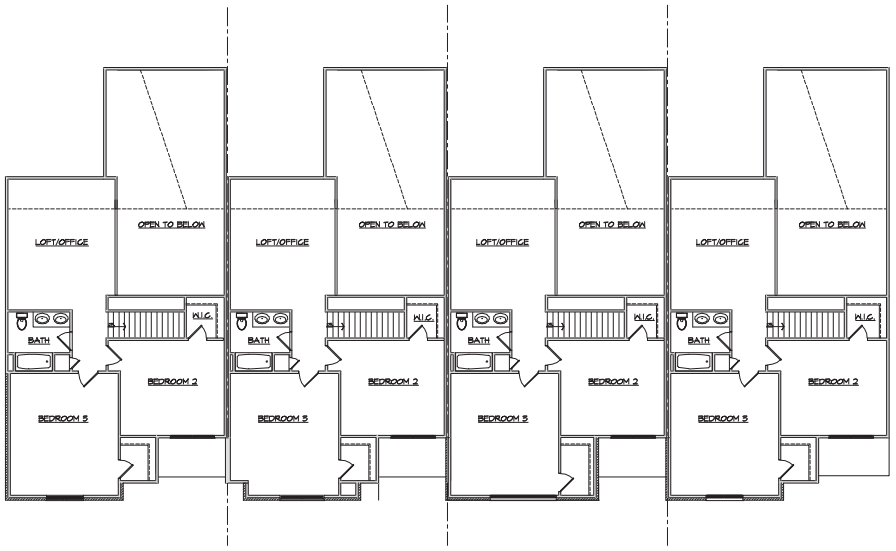
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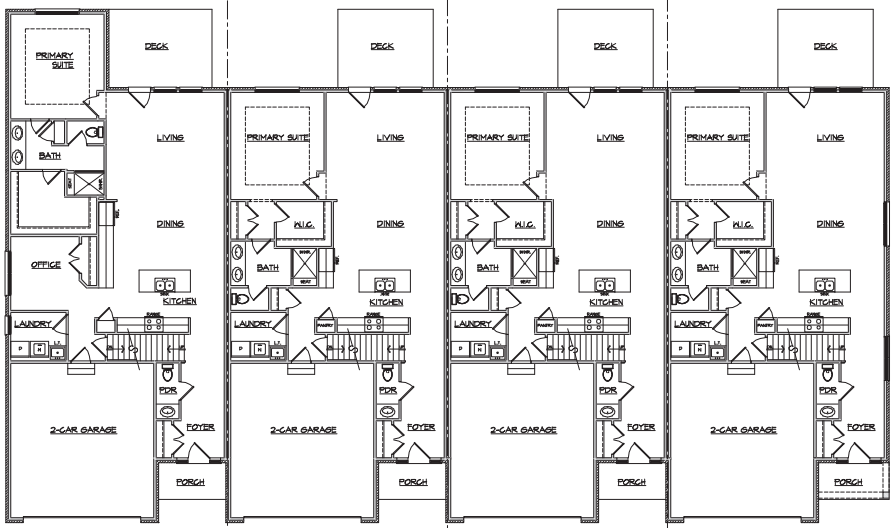
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4-PLEX SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

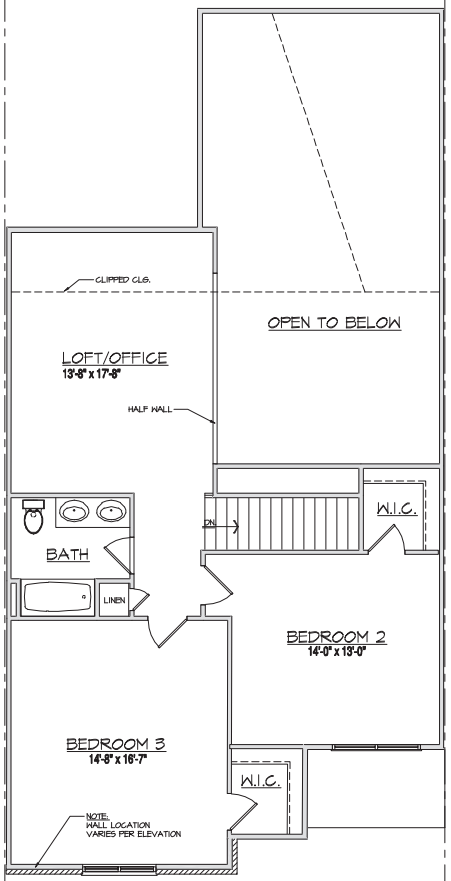


4-PLEX FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

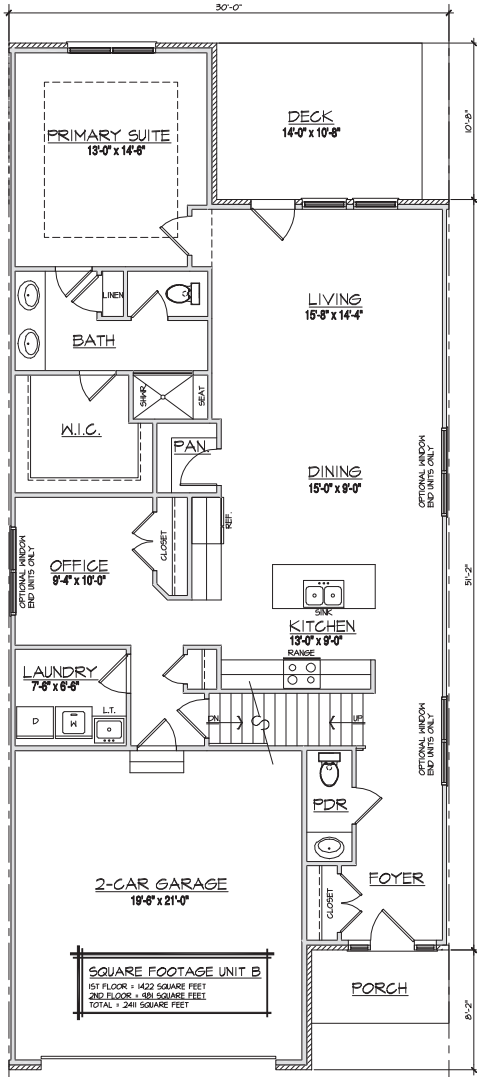
NOTES:

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UNIT B- SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



UNIT B- FIRST FLOOR PLAN w/ OFFICE

PRIMARY DOWN W/ OFFICE

SCALE: 1/4" = 1'-0"

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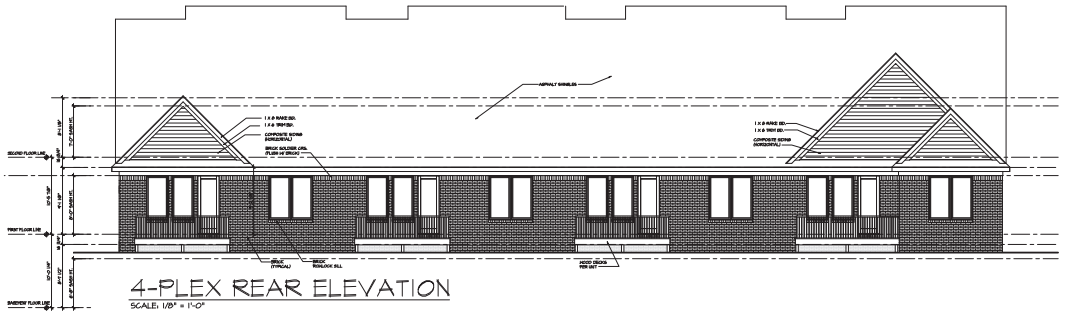
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- GRADE IS SUBJECT TO CHANGE PER UNIT / BUILDING. REFER TO FINAL SITE AND GRADING PLAN

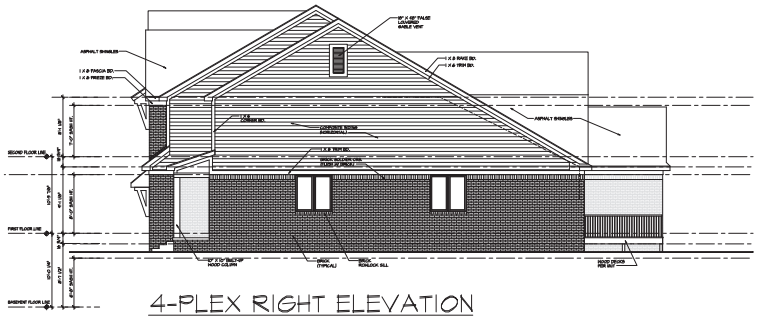
- GROVE UNIT TYPES ARE INTERCHANGEABLE BETWEEN VILLAGES PER BUILDING ENVELOPES SHOWN ON SHEET SP-3



4-PLEX REAR ELEVATION

SCALE: 1/8" = 1'-0"

REAR ELEVATION MATERIAL QUANTITY:
BRICK VENEER = 881 SQ.FT. = 78%
COMPOSITE SIDING / WOOD TRIM = 244 SQ.FT. = 22%

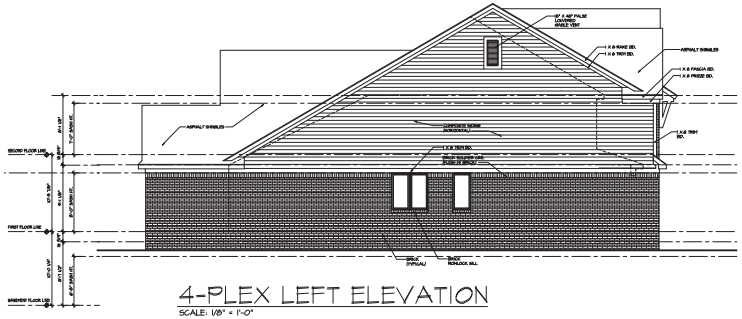


4-PLEX RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

RIGHT ELEVATION MATERIAL QUANTITY:
BRICK / STONE VENEER = 701 SQ.FT. = 48%
COMPOSITE SIDING / WOOD TRIM = 751 SQ.FT. = 52%

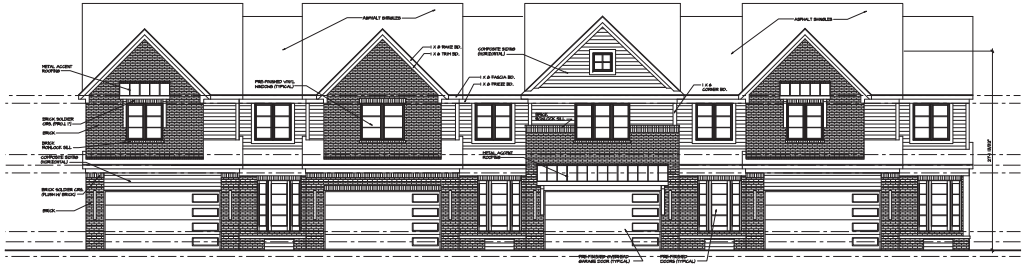




4-PLEX LEFT ELEVATION

SCALE: 1/8" = 1'-0"

LEFT ELEVATION MATERIAL QUANTITY:
BRICK / STONE VENEER = 700 SQ.FT. = 47%
COMPOSITE SIDING / WOOD TRIM = 787 SQ.FT. = 53%



4-PLEX FRONT ELEVATION

SCALE: 1/8" = 1'-0"

FRONT ELEVATION MATERIAL QUANTITY:
BRICK / STONE VENEER = 1114 SQ.FT. = 74%
COMPOSITE SIDING / WOOD TRIM = 384 SQ.FT. = 26%

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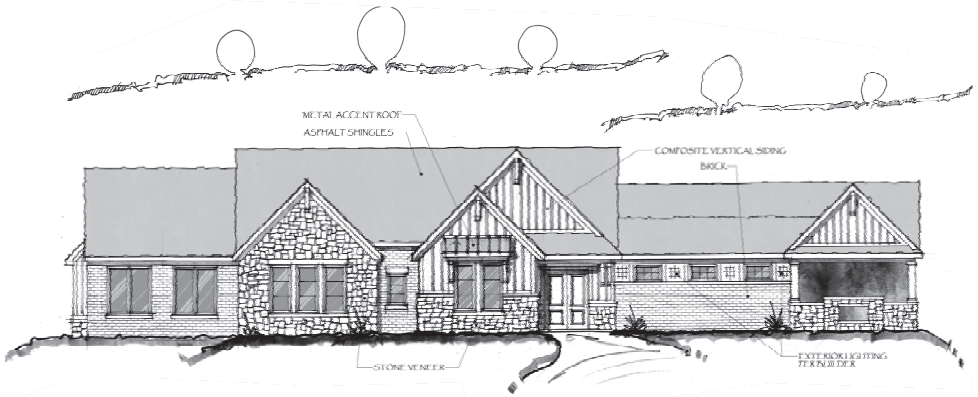
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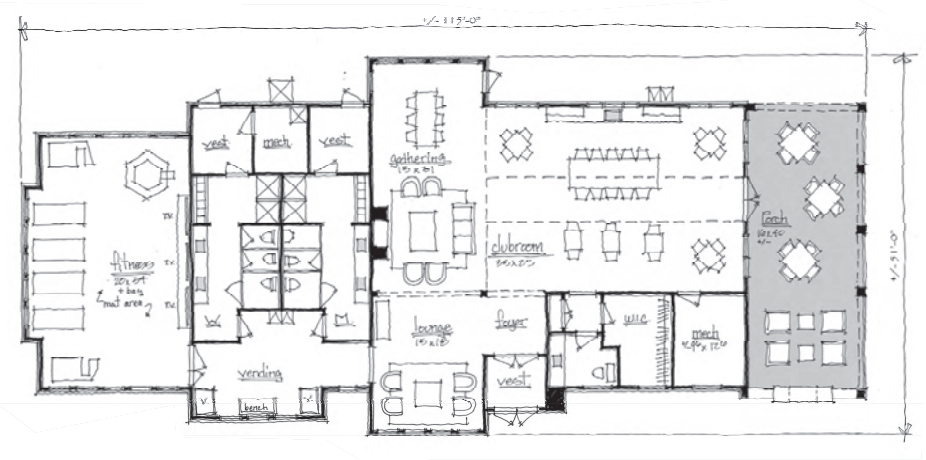
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CLUBHOUSE ELEVATION - OPT. 1

SCALE: 1/8" = 1'-0"



CLUBHOUSE FLOOR PLAN - OPT. 1

SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE

4,025 SQUARE FEET

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Optional Clubhouse

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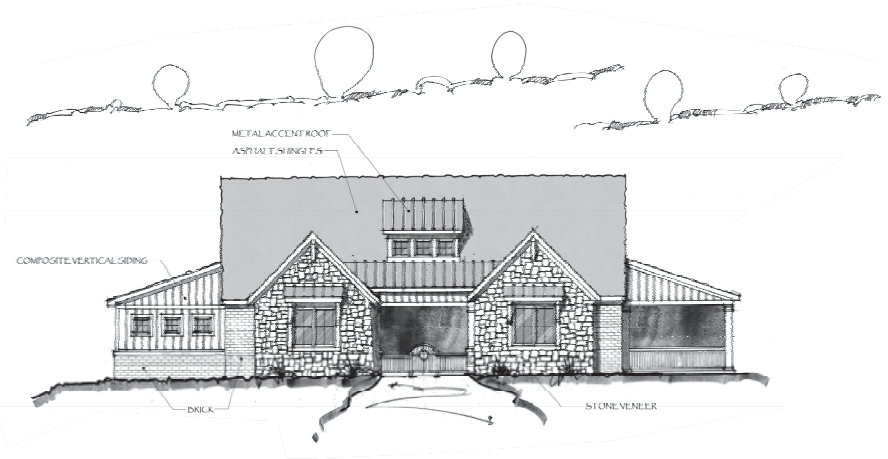
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Final Set: NOT FOR CONSTRUCTION
Revisions: 08/22/25 Added Brick & Stone

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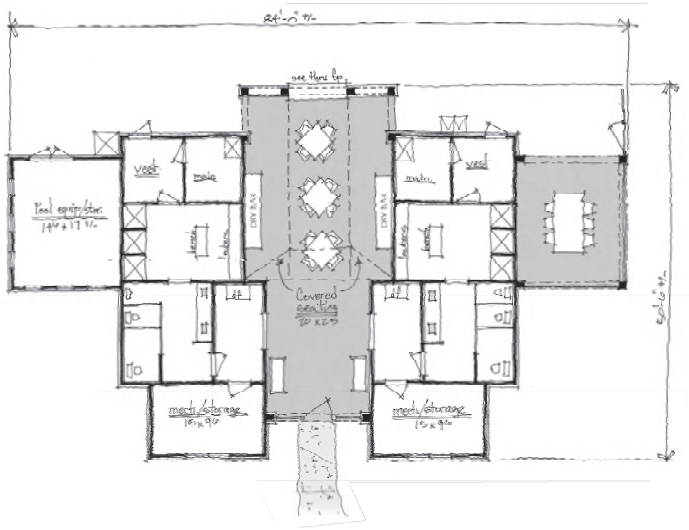
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CLUBHOUSE ELEVATION - OPT. 2

SCALE: 1/8" = 1'-0"



CLUBHOUSE FLOOR PLAN - OPT. 2

SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE

+/- 1830 SQUARE FEET

Ivanhoe Companies
The Grove - Novi, Michigan
Optional Clubhouse

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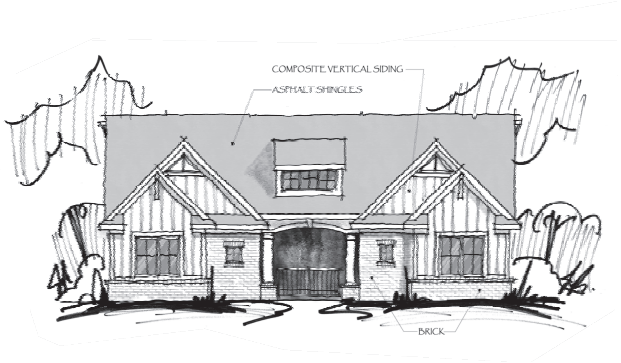
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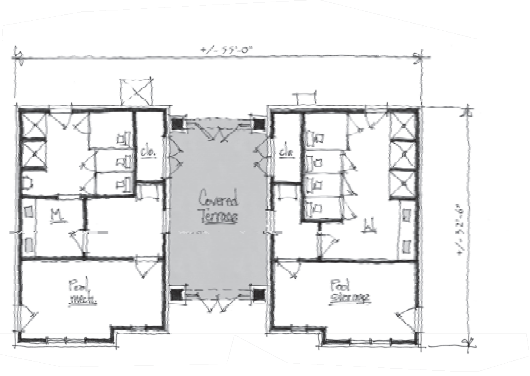
CLUBHOUSE ELEVATION - OPT. 3

SCALE: 1/8" = 1'-0"



CLUBHOUSE ELEVATION - OPT. 4

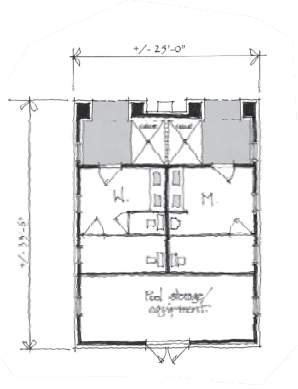
SCALE: 1/8" = 1'-0"



CLUBHOUSE FLOOR PLAN - OPT. 3

SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE
1,350 SQUARE FEET



CLUBHOUSE FLOOR PLAN - OPT. 4

SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE
+/- 620 SQUARE FEET

Ivanhoe Companies
The Grove - Novi, Michigan
Optional Clubhouse

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Sheet

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Exhibit D

Staff and Consultant Review Letters

PLAN REVIEW CENTER REPORT

Planning Review

September 17, 2025

JZ 24-31 The Grove

Zoning Map Amendment No. 18.745

PETITIONER

Ivanhoe Companies

REVIEW TYPE

Revised Formal PRO Concept Plan
Rezoning Request from OST Office Service Technology to RM-1 Low-Density Multiple Family with a Planned Rezoning Overlay

PROPERTY CHARACTERISTICS

Section	13	
Site Location	East side of Meadowbrook, south of Twelve Mile Road;	
Site School District	Novi Community School District	
Current Site Zoning	OST, Office Service Technology	
Proposed Site Zoning	RM-2, High-Density Multiple Family	
Adjoining Zoning	North	R-4 and B-3 with a PRO; RA Residential Acreage
	East	OST, Office Service Technology
	West	OST, Office Service Technology
	South	OST, Office Service Technology
Current Site Use	Vacant	
Adjoining Uses	North	Vacant, Beacon Hill park
	East	MDOT-owned natural area
	West	U of D Mercy, vacant, Single Family, Office Buildings
	South	Office Complex
Site Size	Gross: 61.86 Acres; Net: 54.85 acres (ROW: 2.32, Wetlands > 2: 4.69)	
Parcel ID's	22-13-100-024; 22-13-100-026; 22-13-100-030; 22-13-100-028; 22-13-100-005; 22-13-100-006; 22-13-100-007; 22-13-100-008; 22-13-100-009; 22-13-100-010; 22-13-100-020; 22-13-100-021	
Plan Date	August 22, 2025	

PROJECT SUMMARY

The subject property is located on the east side of Meadowbrook Road, south of Twelve Mile Road in Section 13 of the City of Novi. The property to be rezoned totals about 61.86 acres and contains a significant amount of regulated woodland and wetland areas. The applicant is proposing to develop a 232-unit multiple-family residential development (reduced from 438 units in the Initial PRO). The development consists of four "villages" of homes: The Meadows (67 attached units in 14 buildings), The Vistas (68 attached units in 15 buildings), The Woods (36 attached units in 8 buildings) and The Pointe (61 attached units in 12 buildings). Wetland mitigation is proposed on-site to replace impacted wetland areas. The development utilizes a private street network with two entrances off Meadowbrook Road, and one entrance off Twelve Mile Road. The applicant is requesting to rezone the site from Office Service Technology (OST) to Low-Density Multiple Family (RM-1) with a Planned Rezoning Overlay.

PRO OPTION

The PRO option creates a "floating district" with a conceptual plan attached to the rezoning of a parcel. As part of the PRO, the underlying zoning is proposed to be changed (in this case from OST to RM-1), and the applicant submits a conceptual plan for development of the site, along with site-specific conditions relating to the proposed improvements. After staff and consultant review, the proposed request goes through initial consideration by the Planning Commission and City Council to review and comment on whether the project meets the requirements of eligibility for a PRO. The applicant can then make any changes to the Concept Plan based on the feedback received, and resubmit for formal review. The Planning Commission holds a public hearing and makes a recommendation to City Council. The City Council reviews the Concept Plan, and if the plan receives tentative approval, it directs the preparation of an agreement between the City and the applicant, which also requires City Council approval. Following final approval of the PRO Plan and Agreement, the applicant will submit for Preliminary and Final Site Plan approval under standard site plan review procedures. If development is not commenced within two years from the effective date of the PRO Agreement it will expire, unless otherwise agreed to by the parties.

PROJECT HISTORY

The project was submitted and reviewed by staff and consultants in a pre-application submittal in May 2024. Comments were provided on the concept plans submitted, but no recommendations for approval were made at that time.

The initial PRO plan was submitted and reviewed in August/September 2024. At that time, the applicant was proposing to develop a 438-unit multiple-family residential development with a mix of townhomes and apartment buildings. The Planning Commission held a public hearing on October 30, 2024, and provided feedback on the proposal. On December 16, 2024, City Council considered the request and provided feedback to the applicant. Minutes from both meetings are available on the city website.

RECOMMENDATION

Staff supports the rezoning to RM-1 with the PRO Plan. There are conditions proposed that are more strict or limiting than the RM-1 standards, and that could be found to provide an overall benefit to the public. The identified benefits of rezoning appear to outweigh the anticipated detriments of introducing residential use to this section of Meadowbrook Road.

PLANNING COMMISSION

The Planning Commission held a Public Hearing on October 30, 2024, to review and make comments on the proposal's eligibility for using the Planned Rezoning Overlay option. Comments made at that time are reflected in the meeting minutes and are summarized here:

- Commissioners said they thought the use proposed could make sense, and could be compatible with adjacent uses if other concerns are addressed.
- Commissioners stated that more meaningful benefits to the public were needed.
- Commissioners were concerned about whether sufficient buffers or screening to adjacent non-residential properties are included, and would like to see better screening along Meadowbrook Road and Twelve Mile Road.
- Commissioners thought the façade materials need to be addressed to better conform to the Ordinance. ***(Note: The revised elevations are now fully compliant with the Ordinance. The designs show a high level of character and attention to detail.)***
- Commissioners stated they thought the density of the proposed development was too high. ***(Note: The revised proposal has 206 fewer units than the previous plan, reducing the density***

from 7.9 to 4.2 dwellings per acre. They have also revised the requested zoning from RM-2 to RM-1.)

- Commissioners encouraged the applicant to consider units that would accommodate senior housing. ***(Note: The revised proposal now includes over 50% of the units to be single-level living, which would enable aging in place.)***
- Commissioners thought the amount of green space and walkability were positive aspects of the proposal.
- Commissioners stated the change from the use recommended in the 2016 Master Plan was a significant issue. ***(Note: The recently adopted 2025 Master Plan recommends mixed-use planned development. See further discussion in this review.)***
- Commissioners encouraged the applicant to rethink the number of deviations requested, and should better conform to ordinance requirements. ***(Note: The number of requested deviations is now 8 as opposed to the previous proposal which had 16.)***

CITY COUNCIL

The City Council provided feedback at its meeting on December 16, 2024, on the proposal's eligibility for using the Planned Rezoning Overlay option. Comments made at that time are reflected in the meeting minutes, and comments are summarized here:

- Councilmembers thought positive aspects of the proposal are the amount of open space, conservation easements to protect natural features, and the focus on connectivity.
- Councilmembers were in favor of protecting the existing wetland and woodland areas as much as possible. ***(Note: The revisions in the design result in less wetland impacts, and the mitigation can now be fully provided on-site.)***
- Councilmembers thought the use of multiple types of housing was beneficial. ***(Note: The revised proposal includes two housing types (ranch and 2-story townhomes), rather than 3 types proposed previously.)***
- Councilmembers were in favor of having for-sale units that would accommodate senior housing. ***(Note: All units are now for-sale. The revised proposal now includes over 50% of the units to be single-level living, which would accommodate aging in place.)***
- Councilmembers expressed concerns about the departure from Façade Ordinance standards. ***(Note: The revised elevations are now fully compliant with the Ordinance. The designs show a high level of character and attention to detail.)***
- Councilmembers stated that greater effort to provide meaningful benefits to the public was needed, and clarified that amenities that are not available to the general public are not considered public benefits. ***(Note: In the revised plan the applicant has refined the list of benefits offered. See discussion of benefits on page 15 of this review.)***
- Councilmembers suggested public art, SMART bus amenities, incorporating best practices for sustainable building materials and energy efficiency, as well as recommendations from the Active Mobility Plan, could be public benefits to consider. ***(Note: See the discussion of benefits offered on page 15 of this review).***
- Councilmembers encouraged the applicant to consider adding fiber internet infrastructure at the outset.
- Councilmembers expressed concerns about screening from future development on the Trinity parcel, and thought it would be beneficial if that parcel was part of the development proposal to allow better coordination. ***(Note: While the development of the parcel is not included in this proposal, additional landscape screening is provided where the closest homes are located, and some existing trees are to remain.)***

- Councilmembers wanted to see more garage parking as opposed to open lots or carport parking. ***(Note: In the revised plan each unit has a two-car attached garage and no large parking lots are proposed.)***
- Councilmembers stated that building heights could be taller in this part of the city, especially if it offered an opportunity to preserve more natural features. ***(Note: In the revised plan the buildings are shorter, and all will comply with the 35-foot height limit of the RM-1 District.)***

REVIEW CONCERNS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), Section 7.13 (Amendments to Ordinance) and any other applicable provisions of the Zoning Ordinance. **Please see the attached chart for additional information pertaining to ordinance requirements.** Items in **bold** below must be addressed and incorporated as part of the next submittal:

1. Supporting Documentation: The applicant has provided the following studies as part of their application packet
   a. **Narrative:** The statement provided states Rezoning allows for development of an otherwise very difficult parcel to develop, and that a residential development will result in significantly less impact on the existing natural features as compared to an OST development. The applicant notes office market challenges that restrict the desirability of office development on this site. The proposed development will offer "diverse housing options within a single residential community, geared toward young professionals, families, and those looking for a maintenance-free lifestyle." The proposed community will be organized into 4 "villages". The narrative indicates the isolated location of the Property and the natural features on and around the site are ideal and attractive for a successful residential project, and will help buffer the project from OST-zoned properties around it.
   b. The statement also notes the conditions and deviations proposed, as well as public benefits. Those are detailed later in this review.
   c. **Traffic Impact Study** (Fleis & Vandenbrink, 10/11/24 and Memo 7/1/25): The City's review of the submitted study notes that the change of use should result in fewer vehicle trips on the traffic system compared to development under OST standards. A tapered right-hand turning lane is recommended to be provided on Twelve Mile Road. **AECOM's review of the October 2024 revised TIS recommends approval.**
   d. **Community Impact Statement** (8/7/24): This document describes the property and its relationship to adjacent land uses. It also discusses the environmental features on the site, as well as open space and stormwater disposal strategies. Economic benefits, community and social impacts are mentioned. Finally, the impacts on City services and utilities are covered, including police and fire demand, utilities, and traffic/mobility networks. **As requested by members of the Planning Commission, the applicant attempted to request data to compare the impacts of the proposed development with the parallel plan under OST development for Fire and Police responses, but were told the City's emergency services do not keep that type of data. The CIS has been updated to reflect the changes to the plan made since the Initial PRO plan.**
   e. **Commercial Market Study** (CBRE, INC. 12/13/23): The study area includes a map of OST-zoned property in Novi, which encompasses areas zoned for Regional Commercial. The study concludes that there is little interest in OST-type uses on this site due to the overall depressed office market, more attractive locations, and the environmental factors on the subject property. The extensive presence of both woodland and wetland areas on this particular site are not attractive to OST development because of the development limitations and high costs associated with developing large-scale uses and needing to mitigate for those impacts.

f. **Residential Market Evaluation** (The Chesapeake Group, INC. 8/9/24): The document notes a strong demand for multi-family housing types in Novi and Oakland County, like that proposed by The Grove. A survey found that the majority of respondents who indicated they may move within 5 years would seek homes that are smaller or the same size as their current home. The most dominant factors in determining where to live are safety and walkability. "The Grove's housing mix, walkability, ownership-rental options, and proximity to the region's amenities are consistent with the market's desires. Inclusion of townhomes provides attainable housing even for those who want to purchase. The Grove's longer-term success is extremely probable due to the variety of options."

g. **Sign Location Plan:** Location and size of signage was previously approved, and has been posted on the site.

2. Eligibility for PRO (Section 7.13.2): *"In order to be eligible for the proposal and review of a rezoning with PRO, an applicant must propose a rezoning of property to a new zoning district classification, and must, as part of such proposal, propose clearly-identified site-specific conditions relating to the proposed improvements that (1) are in material respects, more strict or limiting than the regulations that would apply to the land under the proposed new zoning district, including such regulations or conditions as set forth in Subsection C [of the Ordinance]; and (2) constitute an overall benefit to the public that outweighs any material detriments or that could not otherwise be accomplished without the proposed rezoning."* **The applicant provided a request to rezone to RM-1, along with a PRO Plan. The conditions proposed that are more strict or limiting than typical RM-1 standards include providing much greater open space, limiting the density, greater number of parking spaces, and providing conservation easements over a large portion of the project area. The applicant states that their proposal constitutes an overall enhancement of the area because they intend to make a majority of the units have first-floor primary bedrooms to enable single-floor living and provide an 8-foot pathway through the community that is available to the public. Other benefits to the public include construction of an off-site missing pathway segment (on Trinity parcel), relocation and enhancement of a SMART bus stop, the provision of public art for nearby Beacon Hill Trailhead, and a publicly-accessible park in the northeast corner of the site with seating and access to a 1-Mile nature trail overlooking MDOT's wetland area. See page 15 for further discussion of benefits to the general public.**

3. Detrimental Effects of Rezoning: Compared to the types of commercial establishments that could be developed by-right in the current OST District, the multiple-family development proposed may create some undesirable impacts on the adjacent parcels, such as:
   a. Development Limitations: Adjacent undeveloped properties will now be required to construct a 4-6 foot berm between their property and the proposed residential district.
   b. Greater Setbacks: When adjacent to a residential district, the OST district requires a building setback of 100 feet, rather than 50 feet.
   c. Employment Impact: Compared to an OST development, a residential development will not create long-term employment opportunities on the site, but will provide homes for workers.

   If the PRO rezoning were to be approved, the City would want to ensure that these detriments are minimized or offset to a large extent to protect the existing OST Landowners as well as future residents of the development. Additional conditions have been included in the formal submittal that are more strict or limiting than would be permitted under the RM-1 district to minimize these negative impacts.

4. Façade Materials (Sec. 5.15): As noted in the Façade Review, the façade materials proposed now conform to the Ordinance requirements. **The building designs have eliminated vinyl siding, which is not permitted, and now meet or exceed the 30% minimum brick requirement. In addition, the attention to detail and character of the building designs qualify as an**

enhancement of the area beyond what could be required by the ordinance. These characteristics will need to be shown to carry through on the Preliminary and Final Site Plans.

5. Pickleball Court: The plan and narrative indicates a pickleball court will be one of the amenities to be developed, along with a playscape, in a central area of the project. As shown on the plan, the court would be 100 feet from the nearest residence. **While pickleball is a very popular and growing sport, we have heard reports from Novi residents and other communities that the sound produced during play is very disruptive/disturbing to those living in proximity to these facilities. Consideration of sound buffering around the pickleball court would need to be a condition to protect future residents from this nuisance. A condition could be included in the PRO Agreement that a noise impact study be provided in the site plan process for any pickleball courts proposed to ensure it and any noise mitigation will comply with the performance standards of Section 5.14 of the Zoning Ordinance.**

6. Plan Review Chart: **See the attached chart for additional comments on many of the Ordinance review standards. Identified deviations from ordinance standards are listed in detail on pages 16-17 of this review letter.**

LAND USE AND ZONING: FOR SUBJECT PROPERTY AND ADJACENT PROPERTIES

The maps below show both the current zoning of the subject property and adjacent areas, and the Future Land Use map which was recently updated by the 2025 Master Plan. The General Mixed Use designation is new with the adopted 2025 Master Plan. See further discussion on pages 10-11 of this review.

Figure 1: Current Zoning

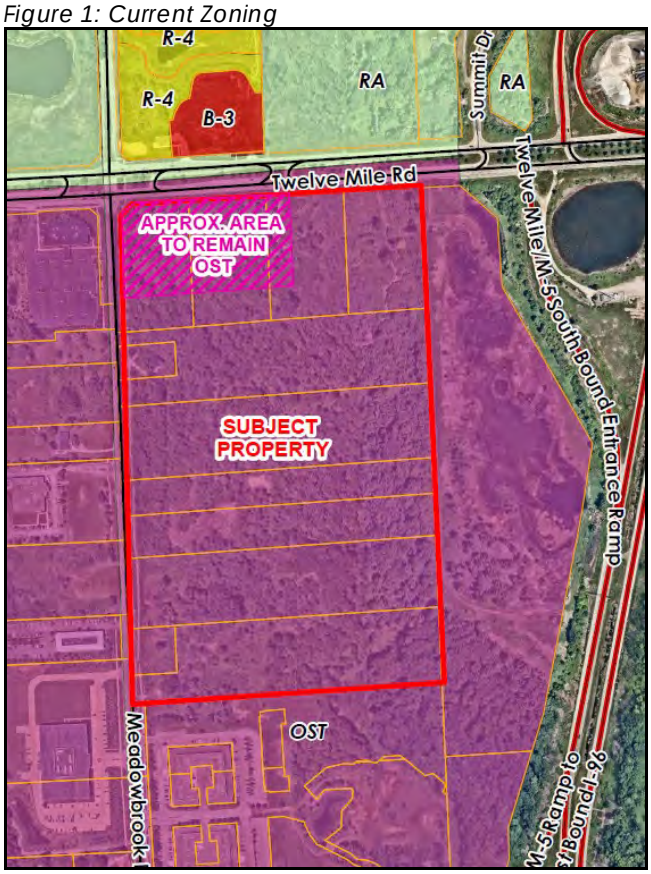
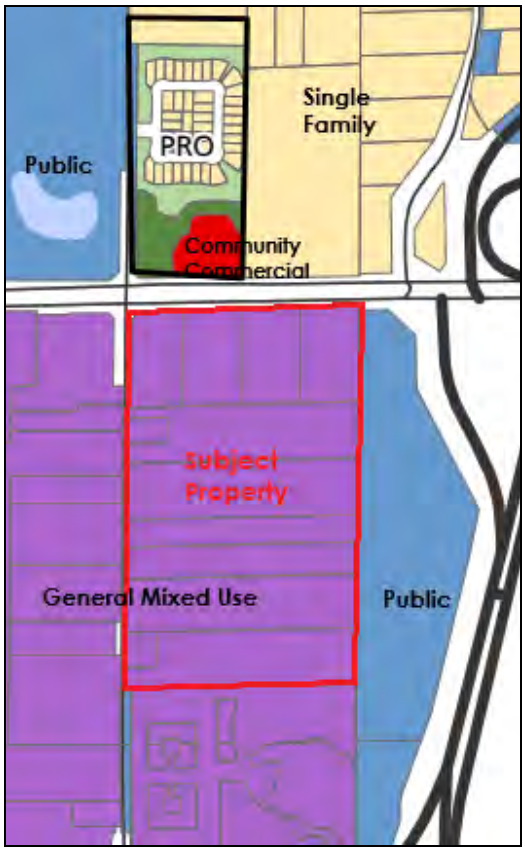


Figure 2: Future Land Use (2025 Master Plan)



The following table summarizes the zoning and land use status for the subject property and surrounding properties.

	Existing Zoning	Existing Land Use	Master Plan Land Use Designation
Subject Property	OST: Office Service Technology and RM-1 Multiple Family	Vacant	General Mixed Use (GMX)
Northern Parcels	RA, R-4: One Family Residential and B-3 General Business	Public Park and Vacant	Public Park, Community Commercial, and Single Family
Eastern Parcels	OST: Office Service Technology	M-DOT wetland/stormwater area	Public
Western Parcels	OST: Office Service Technology and RM-1: Multiple Family (proposed)	Single family; Multi-family residential (proposed) and Office/warehouse uses	General Mixed Use (GMX)
Southern Parcels	OST: Office Service Technology	Office park	General Mixed Use (GMX)

Compatibility with Surrounding Land Use

The subject property is located along the east side of Meadowbrook Road, south of Twelve Mile Road and west of M-5. There are existing office developments to the south and west in areas zoned OST. On the west side of Meadowbrook the Elm Creek PRO is under consideration for RM-1 zoning to allow a townhome development. The area to the east is a 30-acre property owned by M-DOT that is used for wetland mitigation and stormwater management. To the north across Twelve Mile Road is the City's Beacon Hill Trailhead Park and a vacant area zoned B-3 which was part of the Beacon Hill PRO. To the northeast is area zoned Residential Acreage, which has been approved for the Armenian Church and Cultural Center. Most of the surrounding properties are developed, but there are some parcels that are currently vacant. The proposed use is not consistent with the surrounding existing uses to the north, west and south based on current Zoning requirements. However, it would be complementary with the open space to the east and the proposed Elm Creek development on the west side of Meadowbrook Road.

The applicant's narrative notes that the target market of the proposed development is multi-generational. "The Grove is intended to provide a full range of flexible housing options catering to diverse, multi-generational residents, ranging from younger residents, families and older residents to age in the community.

The current concept plan proposes a development of 232 units (density of 4.2 dwellings per net acre) for a mid-density multifamily development which is below the 15.2 density recommended in the current Master Plan, and less than the 5.4 dwellings per acre maximum in the RM-1 District for 3-bedroom units. The buildings are clustered in 4 different "villages," thoughtfully arranged to allow for the preservation of extensive wetland and woodland areas on the site. The applicant is proposing a deviation to allow 50-foot setbacks where adjacent to other OST properties, which are consistent with the current OST zoning, rather than the 75 feet requirement for RM-1 zoning. This also places the units closer to the existing office uses in the surrounding area than would be expected in the RM-1 district.

The site is adjacent to high tech office developments to the west and south, where the zoning will remain OST. Some potential conflicts with the adjacent users could be the noise and disruption of truck traffic, including loading and unloading functions, on the future residents. The adjacent OST property owners may be affected in the future being adjacent to a residential zoning district: additional berms and screening are required, and building setbacks are increased to 100 feet. The closest residential unit would be about 125 feet from a potential future building site in the office park to the south. To the north, there are approved but not yet built projects that will eventually be built on the north side of 12 Mile Road: the B-3 portion is subject to a PRO Agreement that allows

about 11,000 square feet of retail uses to be developed, and on the R-A zoned property the multi-phased Armenian Church and Cultural Center is anticipated to be developed.



Figure 3: Names of surrounding developments and businesses

The narrative states that there are natural buffers in place that will shield the residential units from the surrounding commercial uses. The undisturbed woodland and wetland areas on the site and surrounding properties would allow the proposed use to "remain relatively secluded" from the commercial properties, as well as provide natural spaces contiguous with adjacent preserved areas. The remaining undeveloped properties in the area that could develop under the OST zoning district are not likely to cause significantly greater conflicts with residential use on this site since they are located on the other side of Meadowbrook. The applicant has proposed a berm and dense landscaping along the southern portion of the property, which will provide an adequate screening buffer to that office complex. The area to the east of the property will remain undeveloped as it is an MDOT stormwater and wetland mitigation site.

Comparison of Zoning Districts

The following table provides a comparison of the current (OST) and proposed (RM-1) zoning classifications. It is not a direct comparison between the two uses, given that the two uses are

clearly distinct from each other. It is a change of use from Office to Residential. The requirements for building setbacks, buffering and lot coverage are also different between the two districts.

	OST (EXISTING)	RM-1 (PROPOSED)
Principal Permitted Uses	Professional and Medical offices; Data processing and computer centers; Laboratories; Research, testing, design & development, technical training; Hotels; Higher learning institutions; Motion picture, TV, & radio production facilities; Facilities for human care; Public parks/parkways, outdoor recreation; Public utilities; Financial institutions; Indoor/outdoor recreation facilities; Day care centers and adult day care; Sit down restaurants	Multiple-family dwellings; Independent and congregate elderly living facilities; Two-family dwellings; Shared elderly housing; One-family dwellings; Farms & greenhouses; Public parks, parkways, and outdoor recreation; Cemeteries; Home occupations; Family day care homes
Special Land Uses	Retail business and retail service; Restaurants, sit down and drive-through	Convalescent homes, assisted living facilities, hospice care facilities and child care centers
Lot Size	Except where otherwise provided in this Ordinance, the minimum lot area and width, and the maximum percent of lot coverage shall be determined on the basis of off-street parking, loading, greenbelt screening, yard setback or usable open space requirements as set forth in this Ordinance.	See Section 3.8.1
Lot Coverage		25%
Usable Open Space	NA	200 sf per unit
Building Height	46 ft. or 3 stories, whichever is less	35 ft or 2 stories, whichever is less
Building Setbacks	Front: 50 feet Rear: 50 feet Side: 50 feet Exterior side yard setbacks same as front yard Building setbacks increased to 100 feet when adjacent to residential	Front: 50 feet Rear: 75 feet Side: 75 feet Exterior side yard setbacks same as front yard
Parking Setbacks See 3.6.2. for additional conditions	Front: 20 feet Rear: 20 feet Side: 20 feet Exterior side yard setbacks same as front yard	Subject to 3.8 RM-1 and RM-2 Required Conditions

DEVELOPMENT POTENTIAL

Like much of the City of Novi, this area was formerly agricultural land. Based on aerial imagery, the land was no longer plowed for crops after 1960. There were 5 homes present for many years, but all were demolished by 2010. Land records indicate that all 12 properties were purchased by Mercy Health in 1997-1998. The land is currently vacant.

Development under the current OST zoning could result in a substantial amount of Office or Research & Development building space being constructed on this large parcel. In the narrative provided, the applicant states that a commercial development on this property would result in significantly greater disturbance of the woodlands and wetlands on the site due to the typically large footprint of the buildings and the parking lots that are required to support them. A parallel

plan is provided (Sheet SP-3.8) that shows a potential OST development scenario, which includes nearly 1,000,000 square feet of building, with nearly 3,000 parking spaces. Underground stormwater detention and bioswales would be used. This parallel plan has not been fully reviewed to determine feasibility, such as accommodating wetland mitigation.

There have been no formal submittals for development proposals in the last 30 years for the subject property. The City's records show a development called Sinai Park was proposed on the property in the mid-1990s, proposing a 540,000 square foot medical health care and office complex. The developer has provided a market study that concludes that there is a lack of development potential for OST-type uses on this site due to the overall depressed office market, more attractive locations, and the environmental factors on the subject property would make this location very expensive. The extensive presence of both woodland and wetland areas on this particular site are not, the Developer contends, attractive to OST development because of the development limitations and high costs associated with developing large-scale uses and needing to mitigate for those impacts.

2025 MASTER PLAN FOR LAND USE: GOALS AND OBJECTIVES

Since the review of the Initial PRO plan, the City has adopted the 2025 Master Plan. The subject area was included in the Land Use Framework plan as an "Area of Transformation" (page 93). These areas are generally located south of Twelve Mile Road, north of Grand River Avenue between Beck Road on the west and Haggerty Road on the east. Another map titled "Potential Opportunities" (page 94) indicates the subject site for new development.

The Future Land Use map now designates the subject area and those surrounding it as General Mixed Use (GMX). This new land use category is meant to provide a high degree of flexibility in development, with a site-specific master plan to guide development. "Properties within this designated land use category can also utilize the PUD (Planned Unit Development Option) as a development tool to provide a variety of uses within an approved master plan development."

GENERAL MIXED USE (GMX)		
Purpose	The GMX land use category provides the highest flexibility of the categories. It recognizes that certain properties will be developed based on prevailing market trends utilizing a site-specific master plan to guide development, reserving certain portions of the subject property for different land use typologies. Properties within this designated land use category can also utilize the PUD option as a development tool to provide a variety of uses within an approved master plan development.	
Regulated Uses	**Non-Residential** » Retail; General » Exhibition and Conference Facilities » Research and Development » Scientific and Technical Services » Healthcare Facilities » Professional Offices » Restaurants » Open Space and Plazas	**Residential** » Attached Single Family » Multiple Family » Upper Story Apartments and Lofts
Built Form	Unique properties that may have environmental limitations (wetlands, brownfields, etc.) Development is focused on maximizing the site while creating a unique and integrated development. Pedestrian walkability and connectivity would be desirable. Building height could vary between 2 to 5 stories.	

The following Action Plan items (underlined) as listed in the Master Plan are applicable to the proposed development. **Please refer to staff comments in bold and revisions recommended in bold and underline.**

1. **General Goal A: Quality and Variety of Housing.** *The City of Novi is known for its high-quality residential neighborhoods. It should strive to ensure the availability of a wide range of attractive housing choices protected from noise, traffic, and other impacts of non-residential development. Encourage the development of neighborhood open space and neighborhood commercial goods and services to minimize motorized travel.*
    a. Amend the zoning ordinance to encourage "age-in-place" housing types, considering experts' recommendations, to include affordable options such as low-maintenance detached single-family homes, attached single-family homes and townhouses.
    b. Explore opportunities to increase housing density in the proposed mixed-use planned unit development area to create "walkable density" environments (A6). **The development proposes the required sidewalks along the private streets, as well as a 10-foot mutli-use pathway along the main internal roadway. Pathways are present along Meadowbrook Road, and will be constructed on 12 Mile Road on-site and off-site on the adjacent Trinity parcel. Additional recreational amenities shown on the plans are a pickleball court, a playscape, and nature trails. A clubhouse is also included as an optional facility.**

2. **General Goal B: Community Identity.** *The City's identity is largely based on its high-quality residential neighborhoods and schools, destination retail and convention space, and its parks. The City should supplement that identity by enhancing the preservation of its historic resources and expanding its cultural opportunities. New development of land should continue to be of high-quality design and materials.*

a. Encourage the use of high-quality right-of-way plantings, site landscaping, and building materials to enhance the appearance of the community. **The proposed elevations are mostly compliant with Façade Ordinance. Please refer to the façade review letter for opportunities to achieve full compliance. The landscaping has been improved to comply with standards, with only two supported waivers now needed.**
b. As development and redevelopment occur, incentivize the use of LEED-certified buildings, water resources, and energy-efficient best practices, and green infrastructure techniques through zoning and permit bonuses. **The applicant indicates they will utilize sustainable, energy-efficient and best-practice design for site elements and building materials. See Conditions section for further discussion.**

3. **General Goal C: Environmental Stewardship.** *The City of Novi is significantly enhanced by the preservation of natural resources in both residential and non-residential areas. Maintain public and private stewardship of the natural environment using low-impact development techniques.*
   a. Utilize a general Planned Unit Development ordinance provision to encourage the preservation of natural features, such as woodlands, wetlands, and wildlife habitats. **While the City does not currently have a general PUD ordinance of the sort discussed in the Master Plan, the PRO ordinance is a kind of PUD and provides a similar mechanism for the City to authorize a master-planned development tied to a rezoning. The applicant is proposing as a condition of the PRO protection of a significant portion of existing and mitigated woodland and wetland areas.**
   b. Implement the Active Mobility Plan's Near-Term Network recommendations to create continuous walking and biking networks to reach key destinations. **The Concept plan proposes recreational opportunities for the residents. The applicant proposes a clubhouse with a pool and park area with pickleball courts and a playground. A 10-foot pathway along their 12 Mile frontage is shown, as required. The applicant has also included an internal 10-foot multiuse pathway and a network of walking trails and nature overlooks. Along Meadowbrook and 12 Mile the plan also proposes a rest/seating areas that would be available to the general public. The seating areas appear to consist of landscaping and benches. One would serve as a SMART bus stop on 12 Mile and the Meadowbrook area would have a public art piece.**
   c. Implement the recommendations of the Active Mobility Plan with a focus on reducing vehicle miles traveled (VMT) and providing residents with alternative modes of transportation.

4. **General Goal D: Infrastructure.** *Invest wisely in the ongoing maintenance and improvements to existing infrastructure, including utilities and the transportation network. Ensure that new development appropriately relates to the City's existing and planned infrastructure. Support the entire transportation network through the development and enhancement of non-motorized transportation facilities and amenities***.**
   a. Apply the Active Mobility Plan's Long-Term Network recommendations to public and private development projects to continue to enhance safety and connectivity of the non-motorized network. **A bus stop is proposed along 12 Mile Road frontage, which would need to be coordinated with SMART.**

5. **General Goal E: Economic Development.** *The City's developed land, infrastructure, and natural resources are interconnected and collectively impact the daily lives of the City's residents and business owners. The City should strive to maintain the balance between the economy, the environment, and the community to ensure sustainable development that meets the needs of today while ensuring that the needs of future generations can be met.*

2023 ACTIVE MOBILITY PLAN (AMP)

There is an existing 10-foot wide pathway along the Meadowbrook Road frontage. This pathway connects the I-275 Metro Trail (Meadowbrook & Eleven Mile) to the Beacon Hill Trailhead Park at the northeast corner of Meadowbrook and Twelve Mile. From there, connections are also available to the Airline Trail in Commerce Township, north of the City's boundary, via the M-5 Metro Trail.

The applicant is proposing to construct the missing pathway gap along their Twelve Mile Road frontage as well as the Trinity Parcel, which is a *Near-term priority* in the AMP. This would result in approximately 1,300 feet of new 10-foot pathway. To the east, the M-5 interchange presents a significant barrier to continuing the pathway – there will remain a 2,060 foot gap in the non-motorized network. Existing pathway to the west would connect this area to the Twelve Oaks, West Oaks and Fountain Walk commercial areas.

With the presence of SMART transit stops on Twelve Mile Road, the recommendations to better connect non-motorized users to transit are particularly relevant in this area. These recommendations include:

- Coordinate crosswalks with transit stops
- Incorporate streetscape amenities to create an inviting and pedestrian-friendly environment at transit locations
- Establish mobility hubs, a place where people can connect to multiple modes of transportation

Meadowbrook Road is classified as a cross-town corridor in the AMP, while 12 Mile Road is a multi-modal thoroughfare. The recommended baseline pedestrian facility improvements for minor road stops (where the pathway crosses the entrances to the development) on both roads would include crosswalk lighting, a raised high visibility crossing and recessed crossings where feasible. For bicycle facility improvements, separated bike lanes are preferred, or a 12-foot shared-use pathway to accommodate both bikes and pedestrians. Mid-block crossings might be considered on 12 Mile Road – the AMP contains an example of a Median U-turn on page 77, which would need to be controlled with traffic signals.

INFRASTRUCTURE

Engineering

The Staff Engineer has reviewed the rezoning request and expressed concerns regarding the REU calculations provided. These inconsistencies have been corrected in the current submittal. It appears the impacts of RM-1 land use on the utilities in this area are expected to be similar or somewhat less than the utility demands if developed under OST uses.

Traffic

City Traffic consultants estimated the vehicle trips of the proposed use. The proposed development is expected to result in significantly fewer trips than alternative land uses under the current OST zoning. Based on the TIS, the site warrants a right-turn tapered lane on Twelve Mile Road. A weave analysis concludes that there is adequate distance between the site driveway and the boulevard crossover location. **The Traffic consultant's September 2025 review of the TIS recommends approval of the study, and that the applicant coordinate with RCOC if the project moves forward.** See the traffic review letter for additional information.

NATURAL FEATURES

Wetlands: The survey shows 21 wetlands, ranging in size from 0.02 – 4.79 acres, with a total of 9.64 acres on-site. Chapter 12 of the City Code (Section 12-174(b)), indicates that any wetland in the City that meets one or more of the 10 criteria listed in that section would be considered essential, and therefore would be regulated. As described in the Wetland Review, each of the delineated wetlands on the site meet the criteria of providing wildlife habitat as well as flood and storm control.

The proposed development results in a total permanent wetland impact area of 1.44 acres out of

the total 9.64 acres present (~15 percent). **Approximately 2.47 acres of on-site mitigation area is noted on the plan, which slightly exceeds the 2.46-acre requirement. The applicant indicates that they intend to accommodate the required wetland mitigation that will be needed for the parcel retained by Trinity Health. See detailed comments in the Wetland review letter. The applicant notes that approximately 8 acres of wetlands are regulated by the State of Michigan.**

Woodlands: The woodland survey indicates a total of 2,775 City-regulated trees on the site. There are a wide variety of species listed, including Scots Pine, Black Cherry, Silver Maple, Eastern Cottonwood, Bitternut hickory, Black locust, Black walnut, American Elm, and Eastern Red Cedar. The plans show 2,019 regulated trees to be removed (73 percent), which will require 3,143 tree replacement credits under the Woodland Protection Ordinance. The plans show approximately 250 credits to be planted on-site.

MAJOR CONDITIONS OF PLANNED REZONING OVERLAY AGREEMENT

The Planned Rezoning Overlay process involves a PRO concept plan and specific PRO conditions in conjunction with a rezoning request. The submittal requirements and the process are codified under the PRO ordinance (Section 7.13.2). Within the process, which is initiated by the applicant, the applicant and City Council can agree on a series of conditions to be included as part of the approval which must be reflected in the Concept Plan and or the PRO agreement.

The PRO conditions must be in material respects, more strict or limiting than the regulations that would apply to the land under the proposed new zoning district. *Development and use of the property shall be subject to the more restrictive requirements shown or specified on the PRO Plan, and/or in the PRO Conditions imposed, and/or in other conditions and provisions set forth in the PRO Agreement.*

The applicant could consider the following conditions for development to be included in the PRO Agreement:

1. Preservation of approximately 10 acres of City regulated woodlands and woodland replacements in a conservation easement.
2. Preservation of approximately 15.5 acres of City regulated wetlands and wetland mitigation areas in a conservation easement.
3. Removal of invasive species within the existing wetlands on site.
4. Density shall not exceed 4.2 dwelling units per acre (More limiting than the dwelling units per acre allowed in the RM-1 District).
5. Providing the community amenities shown in the PRO Plan.
6. As an option, a clubhouse could be placed where the pickleball court and playscape are currently shown. The design of the clubhouse would need to meet Façade ordinance requirements at the time of site plan approval.
7. Dedication of 1,650 linear feet of Right of Way on Meadowbrook Road.
8. Building height will be limited to 30 feet, which is more limiting than the 35 feet permitted in the RM-1 District.
9. The traffic improvements as shown on the PRO Plan.
10. If pickleball court(s) are proposed at the time of Preliminary Site Plan submittal, a noise impact statement shall be submitted showing that the activity, with any noise mitigation measures required, will comply with the City's Performance Standards.
11. Sustainable design features will include:
    a. Pre-wire all garages for one 240-volt EV chargers.
    b. All appliances used within the development must be EnergyStar-rated or applicable equivalent standards.
    c. All applicable plumbing fixtures shall be WaterSense labeled or applicable equivalent standard.

d. Building material on the exterior façade of a majority of the exterior elevations are energy-efficient, durable, and low maintenance, including brick and composite siding.
e. Use of energy-efficient glass/glazing.
f. Use of energy-efficient insulation materials.
g. Offer a tankless water heater option.
h. Install smart scheduling technology for sprinklers.
i. Multi-modal non-motorized pathway network and infrastructure as shown on the PRO plan that reduces emissions and promotes pedestrian connectivity with bike/pedestrian friendly streets, and bicycle parking in units throughout the site.
j. Benches will be made with recycled materials will be used throughout the open space areas.

Additional conditions to be included in the PRO Agreement, if it should be approved, may be added during review by the public bodies.

APPLICANT'S BURDEN UNDER PRO ORDINANCE

The Planned Rezoning Overlay ordinance (PRO) requires the applicant to demonstrate that certain requirements and standards are met. The applicant should be prepared to discuss these items, especially in number 1 below, where the ordinance suggests that the enhancement under the PRO request would be unlikely to be achieved or would not be assured without utilizing the Planned Rezoning Overlay. Section 7.13.2.D.ii states the following:

1. *(Sec. 7.13.2.D.ii.a) The PRO accomplishes the integration of the proposed land development project with the characteristics of the project area in such a manner that results in an enhancement of the project area as compared to the existing zoning that would be unlikely to be achieved or would not be assured in the absence of the use of a Planned Rezoning Overlay.*
2. *(Sec. 7.13.2.D.ii.b) Sufficient conditions shall be included on and in the PRO Plan and PRO Agreement such that the City Council concludes, in its discretion, that, as compared to the existing zoning and considering the site specific land use proposed by the applicant, it would be in the public interest to grant the Rezoning with Planned Rezoning Overlay. In determining whether approval of a proposed application would be in the public interest, the benefits which would reasonably be expected to accrue from the proposal shall be balanced against, and be found to clearly outweigh the reasonably foreseeable detriments thereof, taking into consideration reasonably accepted planning, engineering, environmental and other principles, as presented to the City Council, following recommendation by the Planning Commission, and also taking into consideration the special knowledge and understanding of the City by the City Council and Planning Commission.*

The following conditions/benefits are suggested by the applicant as listed in their narrative **(Staff comments in Bold)**:

a. A larger one-acre active park, accessible to residents and the general public, with pedestrian and bike rest stop area, at the northeast corner of the site along 12 Mile Road. The applicant states a public access easement will be placed over the park area. **The "active" description seems to refer to the presence of a walking path, as no other activities appear to be planned. Staff suggests that without automobile parking, it is unlikely that many members of the public will utilize this park, and it will mostly serve as an attractive amenity to the residents of The Grove. Perhaps some signage at the Beacon Hill Trailhead could be provided that alerts visitors to the presence of this park and the nature trail.**

b. A one-mile loop Grove nature area trail, accessible to residents and the public, that extends from the newly created park area described above, along the east property line of the Property, providing scenic views of the adjacent 30-acre natural wetland area as well as natural features of the Property. The applicant states a public access easement will be placed over the trail area. **As mentioned above, without the availability of automobile or bike parking, it is unlikely that many members of the public will utilize this trail, and it will mostly serve as an amenity to the residents of The Grove. The trail could be further enhanced with additional benches at other points along the path. Signage at the Beacon Hill Trailhead could be provided that alerts visitors to the presence of the park and the nature trail.**

c. In order to address the impact of additional use of Beacon Hill Park by the new residents and planned access and interconnectivity for Novi residents and Grove Nature Trail, Developer agrees to provide the City with $25,000 to be used by the City at its discretion, for Beacon Hill Park improvements, art, services and/or maintenance. **In the past the applicant has discussed with PRCS Director Muck the idea of art installation at the Beacon Hill Trailhead. A specific sculpture to be donated, or plans and construction of site amenities at the park could be proposed by the applicant as opposed to a cash donation. This might include a "comfort station" with seating area(s), a wetland overlook platform with connecting pathways, bike repair station, or other amenities in this public park.**

d. Consistent with Novi's mobility plans, over 700 feet of 10-foot wide pathway/sidewalk, off-site on the south side of 12 Mile Road to create a connection from the existing bike path, located along the east side of Meadowbrook Road, and the new sidewalk being constructed with The Grove. **Staff agrees and supports the provision of this missing sidewalk segment, which would enhance the project and be a benefit to the public.**

e. Relocating the SMART bus stop to the east, and enhancing the area with landscaping and seating along 12 Mile Road, which is supported by SMART. **Additional bike parking has also been added for a total of 8 spaces. The applicant states that SMART standards do not call for a covered shelter in this location. Maintenance and public access agreements would likely be required. This would be considered a benefit to the public.**

f. Approximately 1/3 of the property will be open space with most of the units abutting or overlooking open space and nature areas (1.65 acres usable open space required, 5.97 acres proposed). **Exceeding the Ordinance requirement for usable open space would qualify as an enhancement that could not otherwise be required.**

g. Consistent with Novi's mobility plans, construct an 8-foot wide shared-use pathway within The Grove to provide pedestrian and bicycle connectivity between Meadowbrook Road and 12 Mile Road. **The applicant states a public access easement will be placed over the pathway, so the pathway would be considered a benefit to the public at large.**

h. Proposed conservation easements protecting approximately 10 acres of woodland and woodland replacement areas and 15.5 acres of wetland and wetland mitigation areas. **Staff supports the provision of conservation easements to protect the natural features, which represents over 47% of the property. This would be considered an enhancement that will benefit the public at large.**

i. Decrease in density from what would be permissible in the RM-1 zoning district (4.2 units per acre proposed, up to 7.3 units per acre permitted). **This condition of the PRO Agreement would be considered an enhancement of the project.**

j. Dedicate right-of-way (60-foot width) along the entire Meadowbrook Road frontage, an approximate length of 2,166 feet. The total land area to be dedicated is approximately 2.5 acres. **This would be considered an additional benefit in the interest of the public.**

k. **The Façade review notes that the design of the buildings meet or exceed the requirements of the Façade Ordinance, and the high level of character and attention to detail represents an enhancement of the project that would be unlikely in the absence of a PRO.**

This is a PRO in which the applicant seeks both a rezoning and a list of ordinance deviations. In Staff's opinion the proposed benefits to the community at large appear to outweigh the detriments.

ORDINANCE DEVIATIONS

Section 7.13.2.D.i.c(2) permits deviations from the strict interpretation of the Zoning Ordinance within a PRO agreement. These deviations must be accompanied by a finding by City Council that "***each Zoning Ordinance provision sought to be deviated would, if the deviation were not granted, prohibit an enhancement of the development that would be in the public interest, and that approving the deviation would be consistent with the Master Plan and compatible with the surrounding areas.***" Such deviations must be considered by City Council, who will make a finding of whether to include those deviations in a proposed PRO agreement. A proposed PRO agreement would be considered by City Council only after tentative approval of the proposed concept plan and rezoning.

The Initial Concept Plan submitted required 16 deviations from Ordinance standards. **The Formal PRO Plan requires 7 deviations as listed below. All deviations are supported by Staff. Staff comments are in bold.**

1. **Building Setbacks** *(Sec 3.1.7.D):* A Zoning Ordinance deviation is requested to reduce the building setbacks from 75 feet to 50 feet along the north, east, and south property lines. **The property to the north, the Trinity parcel, is currently undeveloped. North of the units have a section of berm, along with new and existing trees to provide screening. Additional screening may be required by developer of Trinity parcel. Future development of the retained Trinity parcel (and adjacent parcel to the south) would be subject to increased building setbacks of 100 feet where adjacent to residential districts. The applicant indicates the property to the east will not be developed as it is the MDOT stormwater and natural wetland area, so the reduced setback will not impact this property. Along the southern boundary significant landscaping for additional screening is proposed. The applicant states this additional flexibility for building locations allows them to preserve additional wetland and woodland areas. Staff supports the deviation as sufficient screening appears to be proposed.**

2. **Building Orientation** *(Sec. 3.8.2.D):* A Zoning Ordinance deviation is requested to revise the required orientation of the buildings from a minimum of 45 degrees in certain locations. This allows for a more uniform site layout with all of the units backing up to open space/wooded areas. **This deviation has been requested and granted for many residential projects in the City in the last 5 years. Staff supports the deviation.**

3. **Distance between Buildings** *(Sec 3.8.2.H): A Zoning Ordinance deviation is requested to reduce the building separation distance from the calculated formula as shown on the Building Separation Table on Sheet SP-3.6 of the PRO Plan).* **This deviation enables the layout of this project to fit within the available space while minimizing wetland and woodland impacts.**

4. **Parking along Major Drives** *(Sec. 5.10):* A Zoning Ordinance deviation is requested to allow for perpendicular parking on the major drives. This deviation is requested to due to the impracticality of providing a minor road (defined as less than 600 feet in length) given the site constraints (woodlands, wetlands, and property configuration). **Perpendicular parking for**

guests is proposed on four Major Drives (Simi Drive, Beckham Drive, Elle Parkway, and Ari Crest) in several locations, where driveways are also proposed. The parking spaces will not cause any more disruption on the roadway than cars that will be backing out of the driveways.

5. **Parking along Curves** (Sec. 5.10): A Zoning Ordinance deviation may be required to allow on-street parking on curves with less than a 230-foot centerline radius. **The deviation is supported as the parking spaces will not cause any more disruption on the roadway than cars that will be backing out of the driveways.**

6. **Landscape Berms** (Sec. 5.5.3.A.ii): A landscape deviation is requested to not provide a 4-foot, 6-inch to 6-foot high landscape berm on a proposed RM-1 district adjacent to an OST district on the east and south side. **This deviation is supported by staff because of topography and the provision of dense landscaping along both property lines.**

7. **Right-of-Way Landscaping** (Sec. 5.5.3.B.ii): A deviation to the required greenbelt berm and plantings along 12 Mile and Meadowbrook Road due to the existing natural areas to be preserved, and a heavily landscaped detention basin. **This deviation is supported by staff.**

See other review letters for deviations that have been identified other reviewers. Deviations from Ordinance standards may continue to be identified during the PRO Review process. All deviations from the ordinance requirements shall be identified and included in PRO Agreement. Any additional deviations identified during Site Plan Review (after the Concept Plan and PRO Agreement is approved), will require amendment of the PRO Agreement unless otherwise stated in the agreement.

SUMMARY OF OTHER REVIEWS:

a. **Engineering:** Engineering recommends approval of the PRO Plan. See detailed comments in their review letter.
b. **Landscape:** Landscape review recommends approval of the rezoning and PRO Plan. Two deviations from landscape ordinance standards are needed for the current design – these are supported by staff in order to preserve existing natural features.
c. **Traffic:** Traffic review recommends approval. Traffic review notes that the applicant would need a deviation for the parking areas on the major drive, and possibly for parking on a curve.
d. **Traffic Study Review:** The traffic study is recommended for approval. Please see the review letter for additional comments.
e. **Woodlands:** The tree survey indicates 2,775 trees within the regulated woodland areas. The plan proposes a total of 2,019 tree removals (73%) requiring about 3,180 Woodland Replacement Credits. Approximately 250 credits are to be planted on-site, with the remainder to be paid into the Tree Fund. Woodland review does not object to the rezoning request if the Woodland Ordinance requirements will be followed.
f. **Wetlands:** Wetland review notes that the proposed development appears to result in a total permanent wetland impact area of 1.44 acres out of the total 9.64 acres present on site. Approximately 2.47 acres of on-site mitigation area is noted on the plan, which slightly exceeds the requirement.
g. **Façade:** Façade notes that the elevations provided are now fully compliant with ordinance standards, and the building designs represent an enhancement of the area.
h. **Fire**: No objections to the rezoning at this time.

NEXT STEP: PLANNING COMMISSION PUBLIC HEARING

Now that all reviewers recommend approval or conditional approval, the public hearing before the Planning Commission will be scheduled. Following the public hearing, they may make a recommendation to City Council whether to approve or deny the request, or may postpone

making a recommendation if they determine additional information or changes are needed. **This project is scheduled for public hearing on Wednesday, October 8, 2025.**

CITY COUNCIL CONSIDERATION

After the Planning Commission makes its recommendation, the PRO Concept Plan will be scheduled for consideration by the City Council. If the City Council grants tentative approval at that time, they will direct the City Attorney to draft a PRO Agreement describing the terms of the rezoning approval. Once the PRO Agreement has been drafted and approved by the applicant's attorney, it will return City Council for final approval.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.347.0484 or lbell@cityofnovi.org.



Lindsay Bell, *AICP,* Senior Planner

PLANNING REVIEW CHART: RM-2 with PRO

Review Date: September 18, 2025
Review Type: Revised Formal PRO Plan
Project Name: **JZ24-31 THE GROVE**
Plan Date: August 22, 2025
Prepared by: Lindsay Bell, *AICP*, Senior Planner
E-mail: lbell@cityofnovi.org; **Phone:** (248) 347-0484

Bold	To be addressed in Formal PRO Plan submittal
Underline	To be addressed with Preliminary Site Plan submittal
Bold and Underline	Possible deviations to be included as part of PRO agreement
Italics	Items to be noted

Item	Required Code	Proposed	Meets Code	Comments
Zoning and Use Requirements				
Master Plan *(adopted July 26, 2017)*	General Mixed Use	Multiple Family Residential	Yes	*The proposed rezoning is supported by the 2025 Master Plan. See further discussion in the Planning Review letter*
Area Study	The site does not fall under any special category	NA	NA	
Zoning *(Effective January 8, 2015)*	OST Office Service and Technology	RM-1 Low-density Multiple Family with a PRO	No	*Rezoning requested*
Uses Permitted (Sec 3.1.21.B & C)	Office and Service Uses Sec. 3.1.21.B. - Principal Uses Permitted. Sec. 3.1.21.C. – Special Land Uses Permitted.	Sec. 3.1.8. Multi-Family Residential	**No**	*The proposed rezoning category would allow Multi-family uses of various types.*
Phasing	If proposed, show proposed phasing lines on the plan. Each phase should be able to stand on its own with regards to utilities, open space, parking, etc.	Clarify whether the project would be phased	**TBD**	**If proposed, Phasing should be discussed in the PRO Agreement – provide information about any proposed phasing plans/conditions**
Planned Rezoning Overlay Document Requirements *(SDM link: Site Plan & Development Manual)*				
Written Statement *(Site Plan & Development manual) The statement should describe the following*	Potential development under the proposed zoning and current zoning	Provided	Yes	*See Planning Review letter for detailed comments*
	Identified benefit(s) of the development	Provided	Yes	
	Conditions proposed for inclusion in the PRO Agreement (i.e., Zoning Ordinance deviations, limitation on total units, etc.)	Provided	Yes	
Sign Location Plan *(Page 23,SDM)*	Installed within 15 days prior to public hearing Located along all road frontages	Provided and previously installed	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Traffic Impact Study *(Site Plan & Development manual)*	A Traffic Impact Study as required by the City of Novi Site Plan and Development Manual.	Provided – by Fleis & Vandenbrink, 10/2024	Yes	**See AECOM review**
Community Impact Statement *(Sec. 2.2)*	- Over 30 acres for permitted non-residential projects - Over 10 acres in size for a special land use - All residential projects with more than 150 units - A mixed-use development, staff shall determine	Provided – dated 8/25/25	Yes	*See Planning Review letter for detailed comments*
Market Study	Optional: a Market study to provide a market demand analysis for the proposed project.	Provided – • Office Market Report, 12/13/23 by CBRE • Housing Report, 8/9/24 by The Chesapeake Group	Yes	*See Planning Review letter for detailed comments*
Height, bulk, density and area limitations *(Sec 3.1.8.D)*				
Frontage on a Public Street. *(Sec. 5.12)*	Frontage on a Public Street is required	The site has frontage and access to Meadowbrook and 12 Mile Roads	Yes	
Minimum Zoning Lot Size for each Unit: in Acres *(Sec 3.8.1)*	RM-1 and RM-2 Required Conditions	61.86 acres gross 54.85 acres net	Yes	
Minimum Zoning Lot Size for each Unit: Width in Feet *(Sec 3.8.1)*			NA	
Usable Open Space Area *(Sec 3.1.8.D) Article 2: Definitions*	200 sf of Minimum usable open space per dwelling unit For a total of 232 dwelling units, required Open Space: 46,400 SF (~1.15 acre) Refer to definitions for Usable Open Space and Open Space	Sheet SP3.4 – Usable OS: 5.97 acres "Additional Open Space" = 11.99 acres	Yes	**This could be a condition of development as it represents an enhancement of the project beyond what would be required**
Maximum % of Lot Area Covered (By All Buildings)	*25%*	21%	Yes	
Building Height	35 ft. or 2 stories whichever	2 stories proposed	Yes	

Item	Required Code		Proposed	Meets Code	Comments
(Sec. 3.1.7)	is less		1-story units: 20 ft 3 in 2-story towns: ~28 ft		
Minimum Floor Area per Unit *(Sec. 3.1.7.D)*	Efficiency	400 sq. ft.			
	1 bedroom	500 sq. ft.			
	2 bedroom	750 sq. ft.	1905 sf	Yes	
	3 bedroom	900 sq. ft.	1958 sf	Yes	
	4 bedroom	1,000 sq. ft.		NA	
Maximum Dwelling Unit Density/Net Site Area *(Sec. 3.1.7.D)* ***Per Sec. 3.8.2.B, all buildings less than four stories should comply with RM-1 regulations for limits on percent of 1 bedroom units and number of rooms.***	Efficiency	Max 5%	0	Yes	*Overall proposed is 4.2 du/ac*
	1 bedroom	Max 20% 10.9 du/ac	0		
	2 bedroom	7.3 du/ac			
	3+ bedroom	5.4 du/ac			
Residential Building Setbacks *(Sec 3.1.7.D)*					
Front @ Meadowbrook Rd	50 ft. (Sec. 3.6.B)		50 ft	Yes	**Deviation requested for east, north and south side setbacks**
Exterior Side at 12 Mile	50 ft.		~135 ft	Yes	
Side - East	75 ft.		50 ft	**No**	
Side - South	75 ft.		50 ft	**No**	
Side – North (adj to Trinity parcel)	75 ft.		50 ft.	**No**	
Parking Setback *(Sec 3.1.8.D) (Sec 3.1.12.D)Refer to applicable notes in Sec 3.6.2*					
Front *(3.6.2.B)*	75 ft.			NA	
Exterior side	75 ft.			NA	
Rear *(3.6.2.B)*	20 ft.			NA	
Side *(3.6.2.B)*	20 ft.			NA	
Note To District Standards *(Sec 3.6.2)*					
Exterior Side Yard Abutting a Street *(Sec 3.6.2.C)*	All exterior side yards abutting a street shall be provided with a setback equal to front yard.		12 Mile Road considered exterior side yard	Yes	
Off-Street Parking in Front Yard *(Sec 3.6.2.E)*	Off-street parking is allowed in front yard		Parking is not proposed in the front yard	NA	
Distance between buildings *(Sec 3.6.2.H)*	It is governed by sec. 3.8.2 or by the minimum setback requirements, whichever is greater		RM-1 code has additional requirements for distance between buildings.		**See Comments later in the review**

Item	Required Code	Proposed	Meets Code	Comments
Wetland/Watercourse Setback *(Sec 3.6.2.M)*	A setback of 25ft from wetlands and from high watermark course shall be maintained	Extensive wetland areas exist –buffer impacts likely	**TBD**	**Refer to wetland review letter for more detail**
Parking setback screening *(Sec 3.6.2.P)*	Required parking setback area shall be landscaped per sec 5.5.3.			**Refer to landscape review for comments**
Modification of parking setback requirements *(Sec 3.6.2.Q)*	The Planning Commission may modify parking setback requirements based on its determination according to Sec 3.6.2.Q		NA	
RM-1 and RM-2 Required Conditions *(Sec 3.8)*				
Total number of rooms *(Sec. 3.8.1.A)*	For RM-1 District, Total No. of rooms < Net site area in SF/2000	2,389,266 sf/2000 = **1,195 rooms allowed** **Total number of rooms Proposed: ~928**	Yes	*Note: assumes a room count of 4 for each unit on average*
Public Utilities *(Sec. 3.8.1)*	All public utilities should be available	All public utilities are available	Yes	**Refer to Engineering review for more details**
Maximum Number of Units *(Sec. 3.8.1.A.ii)* *Applicable for RM-1 building and RM-2 buildings less than four stories*	Efficiency < 5 percent of the units		NA	
	1 bedroom units < 20 percent of the units		NA	
	Balance should be at least 2 bedroom units	Proposed	Yes	
Room Count per Dwelling Unit Size *(Sec. 3.8.1.C)* **An extra room such as den count towards an extra room*	**Dwelling Unit Size** / **Room Count ***		Yes	*Floorplans are provided. The plans indicate a combined living/dining, The Vistas include Office/Flex room as 5th room*
	Efficiency / 1	NA		
	1 bedroom / 2	NA		
	2 bedroom / 3	3		
	3 or more bedrooms / 4	4		
For the purpose of determining lot area requirements and density in a multiple-family district, a room is a living room, dining room or bedroom, equal to at least eighty (80) square feet in area. A room shall not include the area in kitchen, sanitary facilities, utility provisions, corridors, hallways, and storage. Plans presented showing one (1), two (2), or three (3) bedroom units and including a "den," "library," or other extra room shall count such extra room as a bedroom for the purpose of computing density.				
Setback along natural shore line *(Sec. 3.8.2.A)*	A minimum of 150 feet along natural lake shore line is required.	No natural lake shore line exists within the property	NA	
Structure frontage *(Sec. 3.8.2.B)*	Each structure in the dwelling group shall front either on a dedicated public street or approved private drive.	Proposed Private Drives	Yes	**Subject to City Council approval**

Item	Required Code	Proposed	Meets Code	Comments
Maximum length of the buildings *(Sec. 3.8.2.C)*	A single building or a group of attached buildings cannot exceed 180 ft.	~150 feet max (The Woods & The Pointe)	Yes	
Modification of maximum length *(Sec. 3.8.2.C)*	Planning Commission may modify the extra length up to 360 ft. if		NA	
	Common areas with a minimum capacity of 50 persons for recreation or social purposes			
	Additional setback of 1 ft. for every 3 ft. in excess of 180 ft. from all property lines abutting a residential district or major thoroughfare			
Building Orientation *(Sec. 3.8.2.D)*	Where any multiple dwelling structure and/ or accessory structure is located along an outer perimeter property line adjacent to another residential or nonresidential district, said structure shall be oriented at a minimum angle of forty-five (45) degrees to said property line.	Buildings 1-5, 24-26, 40-44 do not appear to meet the minimum requirement for 45-degree orientation	**No**	**Deviation requested**
Yard setback restrictions *(Sec. 3.8.2.E)*	Within any front, side or rear yard, off-street parking, maneuvering lanes, service drives or loading areas cannot exceed 30% of yard area	Complies –parking areas are all internal to the site	Yes	
Off-Street Parking or related drives *(Sec. 3.8.2.F)* Off-street parking and related drives shall be	No closer than 25 ft. to any wall of a dwelling structure that contains openings involving living areas or	Off-street parking spaces are placed greater than 25 feet from buildings	Yes	
	No closer than 8 ft. for other walls or	Complies	Yes	
	No closer than 20 ft. from ROW and property line	Minimum of 20 ft. is maintained	Yes	
Pedestrian Connectivity *(Sec. 3.8.2.G)*	5 feet sidewalks on both sides of the Private drive are required to permit safe and convenient pedestrian access.	5-ft sidewalks mostly proposed, 10-ft pathway on one side of Elle Pkwy and part of Simi Lane	Yes?	
	Where feasible sidewalks shall be connected to other pedestrian features	Provides connectivity to Meadowbrook and 12 Mile Road	Yes	

Item	Required Code	Proposed	Meets Code	Comments
	abutting the site.			
	All sidewalks shall comply with barrier free design standards	Details not yet provided	Yes?	Will be verified during Site Plan review
Minimum Distance between the buildings *(Sec. 3.8.2.H)*	**(**Total length of building A **+** total length of building B **+** 2(height of building **+** height of building B)**)/**6	Table provided on sheet SP3.6 – several proposed distances are less than the calculated requirement	**No**	**Deviation requested for overall requirement – Table updated on sheet 3.6**
Minimum Distance between the buildings *(Sec. 3.8.2.H)*	In no instance shall this distance be less than thirty (30) feet unless there is a corner-to-corner relationship in which case the minimum distance shall be fifteen (15) feet.	Corner to corner relationships are min. of 25 feet	Yes	
5.10 Additional Road Design, Building Setback, And Parking Setback Requirements, Multiple-Family Uses				
Road standards *(Sec. 5.10)*	A private drive network within a cluster, two -family, multiple-family, or non-residential uses and developments shall be built to City of Novi Design and Construction Standards for local street standards (twenty-eight (28) feet back-to-back width	Major and minor drive network shown	Yes	



For the purpose of this review, staff categorized the drives as follows:

1. Major Drive: Blue line
2. Minor Drive: Red line

Item	Required Code	Proposed	Meets Code	Comments
Major Drives	- Width: 28 feet	Elle Pkwy, Ari Crest, Simi Ln, and Beckham Dr are 28-feet and greater than 600 feet length	Yes	
Minor Drive	- Cannot exceed 600 feet - Width: 24 feet with no on-street parking - Width: 28 feet with parking on one side - Parking on two sides is not allowed - Needs turn-around if longer than 150 feet	Leo Drive would be considered minor, 28-ft width	Yes	**Provide road length of each drive proposed to confirm classification**
Parking on Major and Minor Drives	- Angled and perpendicular parking, permitted on minor drive, but not from a major drive; - minimum centerline radius: 100 feet - Adjacent parking and on-street parking shall be limited near curves with less than two-hundred thirty (230) feet of centerline radius	**On-street perpendicular parking is proposed on the Major Drives (Simi Ln, Elle Pkwy, Ari Crest and Beckham Dr)** Centerline radius: 125', 140', 150'	**No**	**<u>Deviation requested</u>** **Consider allowing on-street parking along 1 side of 28-foot wide streets for extra visitor parking? Especially on Simi Dr north of Elle Pkwy where there are no visitor spots provided**
Driveways, Parking, Loading and Dumpster Requirements				
Number of Parking Spaces *(Sec.5.2.12.A & B)*	For 2 or less bedroom units: 2 spaces each **For 3 or more bedroom units: 2 ½ spaces each** 232 x 2.5 = **TOTAL REQUIRED: 581 spaces**	Meadows: 280 spaces Vistas: 276 spaces (garage, driveways and on-street) The Woods: 159 spaces, & the Pointe: 268 (garage, driveways and on-street) Park/Recreation area: 5 spaces **TOTAL PROPOSED: 988**	Yes	
Landbank Parking *(Sec.5. 2.14)*	Maximum number of Landbank spaces: 25% of required parking		NA	
Parking Space Dimensions and Maneuvering Lanes *(Sec. 5.3.2)*	- 90° Parking: 9 ft. x 19 ft. - 24 ft. two way drives - 9 ft. x 17 ft. parking spaces allowed along 7 ft. wide interior sidewalks as long as detail indicates a 4" curb at these locations and along landscaping	Appears to comply	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Parking stall located adjacent to a parking lot entrance(public or private) *(Sec. 5.3.13)*	- shall not be located closer than twenty-five (25) feet from the street right-of-way (ROW) line, street easement or sidewalk, whichever is closer	Not applicable	NA	
End Islands *(Sec. 5.3.12)*	- End Islands with landscaping and raised curbs are required at the end of all parking bays that abut traffic circulation aisles. - The end islands shall generally be at least 8 feet wide, have an outside radius of 15 feet, and be constructed 3' shorter than the adjacent parking stall as illustrated in the Zoning Ordinance	End Islands not needed for small parking bays	Yes	**Refer to Traffic comments.**
Barrier Free Spaces *Barrier Free Code*			**TBD**	
Barrier Free Space Dimensions *Barrier Free Code*	- 8' wide with an 8' wide access aisle for van accessible spaces - 8' wide with a 5' wide access aisle for regular accessible spaces		**TBD**	
Barrier Free Signs *Barrier Free Code*	One sign for each accessible parking space.			Traffic Signage will be verified during site plan review
Minimum number of Bicycle Parking *(Sec. 5.16.1)*	One (1) space for each five (5) dwelling units For 232 units, 47 bike spaces are required	8 spaces at recreation area 8 spaces at Bus stop 4 spaces at 12 Mile Park 232 in unit garages	Yes	
Bicycle Parking General requirements *(Sec. 5.16)*	No farther than 120 ft. from the entrance being served	Complies	Yes	
	When 4 or more spaces are required for a building with multiple entrances, the spaces shall be provided in multiple locations	Complies	Yes	
	Spaces to be paved and the bike rack shall be inverted "U" design Shall be accessible via 6 ft. paved sidewalk			

Item	Required Code	Proposed	Meets Code	Comments
Covered Bicycle Parking *(Sec 5.16.4)*	When 20 or more bike parking spaces are required, 25% shall be in covered locations	232 parking spaces provided in unit garages	Yes	
Bicycle Parking Lot layout *(Sec 5.16.6)*	Parking space width: 7 ft. One tier width: 11 ft. Two tier width: 18 ft. Maneuvering lane width: 4 ft. Parking space depth: 32 in	Not provided	**TBD**	Provide the bike layout plan as required at the time of final site plan. It shall meet the requirements.
Exterior lighting *Sec. 5.7*	Photometric plan and exterior lighting details needed at time of Final Site Plan submittal	A lighting and photometric plan is not provided at this time	**TBD**	
Accessory Use (Sec. 4.19)				
Accessory Buildings *Sec. 2.2. Definitions*	Any structure, either temporary or permanent, having a roof supported by columns or walls, and intended for the shelter, or enclosure of persons, animals, chattels, or property of any kind.	Clubhouse – shown as optional sheet L-11	**TBD**	
Location: Accessory Building *Sec. 4.19.1.B*	They shall not be erected in any required front yard or in any required exterior side yard.			
Setbacks: Detached Accessory Building *Sec. 4.19.1.G*	- It shall not be located closer than ten (10) feet to any main building - It shall not be located closer than six (6) feet to any interior side lot or rear lot line.			
Height: Detached Accessory Building *Sec. 4.19.1.G*	The height equal to the maximum permitted height of the district; provided, if the accessory building exceeds one (1) story or fourteen (14) feet in height, the building shall be set back one (1) foot for each foot the building exceeds fourteen (14) feet in height.			**Location proposed for clubhouse would comply**
Façade requirements for Carport Canopies *Sec. 5.15.12.b*	- Not greater than 12' tall - <40 ft width - Powder coated steel or aluminum material, neutral in color to harmonize with primary buildings		NA	

Item	Required Code	Proposed	Meets Code	Comments
	- Solar photo voltaic and EV charging integration strongly encouraged			
Canopies and Carports *Sec. 4.19.2.C*	Two or more carports permitted on any lot greater than 2 acres, provided they comply with accessory building setback and height		NA	
Maximum number of Accessory buildings *Sec. 4.19.1.J*	Lots more than 21,780 SF: 2		NA	
Dumpster *Sec 4.19.2.F*	- Located in rear yard - Attached to the building or - No closer than 10 ft. from building if not attached - Not located in parking setback - If no setback, then it cannot be any closer than 10 ft, from property line. - Away from Barrier free Spaces		NA	
Dumpster Enclosure *Sec. 21-145. (c) Chapter 21 of City Code of Ordinances*	- Screened from public view - A wall or fence 1 ft. higher than height of refuse bin - And no less than 5 ft. on three sides - Posts or bumpers to protect the screening - Hard surface pad. - Screening Materials: Masonry, wood or evergreen shrubbery		NA	
Roof top equipment and wall mounted utility equipment *Sec. 4.19.2.E.ii*	All roof top equipment must be screened and all wall mounted utility equipment must be enclosed and integrated into the design and color of the building		NA	
Roof top appurtenances screening	Roof top appurtenances shall be screened in accordance with applicable facade regulations, and shall not be visible from any street,		NA	

Item	Required Code	Proposed	Meets Code	Comments
	road or adjacent property.			
Accessory Structures *(Sec. 4.19.2)*	Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground. Flagpoles, solar structures, transformers and utility boxes	The plan does not appear to propose any other accessory structures	NA	Contact Planning department if any accessory structures are proposed Any future proposed structures are expected to comply with the requirements if not approved as part of the PRO plan
Sidewalks				
Active Mobility Plan	Proposed Off-Road Trails, enhanced road crossings, Shared-use Path of 10 feet on S side of 12 Mile, support new transit route on 12 Mile	10-foot pathway along S side of 12 Mile Road; 8-foot pathway along N side of Elle Pkwy and part of Simi Lane	Yes	**See new Active Mobility Plan for other guidelines/recommendations, especially for 12 Mile and Meadowbrook**
Internal Sidewalks *Sec. 3.8.2.G*	Five foot sidewalks required on both sides of internal public or private drives	5-ft Sidewalk provided on both sides for most part, 8-foot pathway along Elle Pkwy.	Yes	**See comment above regarding**
Public Sidewalks *(Chapter 11, Sec.11-276(b))*	A 10- foot sidewalk is required along 12-Mile Road; Existing pathway on Meadowbrook	Pathway proposed along 12 Mile Road	Yes	
Other Requirements				
Residential Entryway lighting *Sec. 5.7*	One street light is required per entrance.	Not provided at this time	**TBD**	Will be verified during site plan process
Design and Construction Standards Manual	Land description, Sidwell number (metes and bounds for acreage parcel, lot number(s), Liber, and page for subdivisions).	Legal description provided SP 7.3	Yes	
General layout and dimension of proposed physical improvements	Location of all existing and proposed buildings, proposed building heights, building layouts, (floor area in square feet), location of proposed parking and parking layout, streets and drives, and indicate square footage of pavement area (indicate public or private).	Generally Provided		Please provide additional information as requested in this and other review letters
Economic Impact	- Total cost of the proposed building & site improvements - Number of anticipated jobs created (during	Numbers not provided	No	

Item	Required Code	Proposed	Meets Code	Comments
	construction & after building is occupied, if known)			
Other Permits and Approvals				
Development/ Business Sign *(City Code Sec 28.3)*	Signage if proposed requires a permit.	Signage is not proposed at this time.		For sign permit information contact Ordinance Division at **248-735-5678.**
Development and Street Names	Development and street names must be approved by the Street Naming Committee	Not received	**TBD**	**Project and Street Name application; Contact Stacey Choi at 248-347-0475 to schedule consideration by the Committee**
Property Split or Combination	The proposed property split must be submitted to the Assessing Department for approval.	12 parcels are supposed to be combined, with one 7-acre area at the corner of 12 Mile and Meadowbrook to be split off and remain OST	NA	The parcel combination must be completed prior to final stamping set approval.
Other Legal Requirements				
PRO Agreement *(Sec. 7.13.2.D(3)*	A PRO Agreement shall be prepared by the City Attorney and the applicant (or designee) and approved by the City Council, and which shall incorporate the PRO Plan and set forth the PRO Conditions and conditions imposed	Not applicable at this moment	NA	PRO Agreement would need to be approved by the City Council if the Concept Plan is tentatively approved
Master Deed/Covenants and Restrictions	Applicant is required to submit this information for review with the Final Site Plan submittal	Not applicable at this moment	NA	If one is proposed, then a Master Deed draft shall be submitted prior to Stamping Set approval.
Conservation easements	Conservation easements may be required for woodland/wetlands	Not applicable at this moment	NA	Applicant proposes conservation easements over remaining woodlands and wetland areas, as well as wetland mitigation areas
Lighting and Photometric Plan (Sec. 5.7)				
Intent *(Sec. 5.7.1)*	Establish appropriate minimum levels, prevent unnecessary glare, reduce spillover onto adjacent properties & reduce unnecessary transmission of light into the night sky	Not provided at this time	**TBD**	*A lighting and photometric plan is typically required during site plan review. If deviations are anticipated, we recommend providing one with the Concept Plan submittal*

Item	Required Code	Proposed	Meets Code	Comments
Lighting Plan *(Sec. 5.7.A.i)*	Site plan showing location of all existing & proposed buildings, landscaping, streets, drives, parking areas & exterior lighting fixtures			
Building Lighting *(Sec. 5.7.2.A.iii)*	Relevant building elevation drawings showing all fixtures, the portions of the walls to be illuminated, illuminance levels of walls and the aiming points of any remote fixtures.			
Lighting Plan Elements *(Sec.5.7.2.A.ii)*	Specifications for all proposed & existing lighting fixtures			
	Photometric data			
	Fixture height			
	Mounting & design			
	Glare control devices *(Also see Sec. 5.7.3.D)*			
	Type & color rendition of lamps			
	Hours of operation			
Maximum Height *(Sec. 5.7.3.A)*	Height not to exceed maximum height of zoning district (or 25 ft. where adjacent to residential districts or uses.			
Required Conditions *(Sec. 5.7.3.B)*	- Electrical service to light fixtures shall be placed underground - Flashing light shall not be permitted - Only necessary lighting for security purposes & limited operations shall be permitted after a site's hours of operation			
Indoor Lighting *(Sec. 5.7.3.H)*	- Indoor lighting shall not be the source of exterior glare or spillover			
Security Lighting *(Sec. 5.7.3.I)* Lighting for security purposes shall be directed only onto the area to be secured.	- All fixtures shall be located, shielded and aimed at the areas to be secured. - Fixtures mounted on the building and designed to illuminate the facade are preferred			
Color Spectrum Management	Non-Res and Multifamily: For all permanent lighting			

Item	Required Code	Proposed	Meets Code	Comments
(Sec. 5.7.3.F)	installations - minimum Color Rendering Index of 70 and Correlated Color Temperature of no greater than 3000 Kelvin			
Parking Lot Lighting *(Sec. 5.7.3.J)*	- Provide the minimum illumination necessary to ensure adequate vision and comfort. - Full cut-off fixtures shall be used to prevent glare and spillover.			
Min. Illumination *(Sec. 5.7.3.L)*	Parking areas: 0.2 min			
	Loading & unloading areas: 0.4 min			
	Walkways: 0.2 min			
	Building entrances, frequent use: 1.0 min			
	Building entrances, infrequent use: 0.2 min			
Average Light Level *(Sec.5.7.3.L)*	Average light level of the surface being lit to the lowest light of the surface being lit shall not exceed 4:1			
Max. Illumination adjacent to Non-Residential *(Sec. 5.7.3.L)*	When site abuts a non-residential district, maximum illumination at the property line shall not exceed 1 foot candle			
Max. Illumination adjacent to Residential *(Sec. 5.7.3.M)*	- Fixture height not to exceed 25 feet - Cut off angle of 90 degrees or less - No direct light source shall be visible at the property line adjacent to residential at ground level - Maximum illumination at the prop line not to exceed 0.5 fc.			
Residential Developments *(Sec. 5.7.3.O)*	- Provide sufficient illumination (0.2 fc min) at each entrance from major thoroughfare - Residential projects may deviate from the min. illumination levels and uniformity requirements of 5.7.3.L so long as site lighting for parking lots,			

Item	Required Code	Proposed	Meets Code	Comments
	property lines and security lighting is provided			

NOTES:
1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards.
2. The section of the applicable ordinance or standard is indicated in parenthesis. Please refer to those sections in Article 3, 4 and 5 of the zoning ordinance for further details
3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.

PLAN REVIEW CENTER REPORT

9/10/2025

Engineering Review

The Grove
JZ24-0031

APPLICANT

Ivanhoe Companies

REVIEW TYPE

Formal PRO Plan

PROPERTY CHARACTERISTICS

- Site Location: Located on the south side of 12 Mile Road east of Meadowbrook Road, in section 13 of the City of Novi
- Site Size: +/- 67 acres
- Plan Date: 8/22/2025
- Design Engineer: Zeimet Wozniak & Associates

PROJECT SUMMARY

- Proposed rezoning from OST to RM-1. The Grove shall consist of 4 residential zones with a total of 232 units proposed:
    - Zone 1: The Vistas 68 Units
    - Zone 2: The Meadows 67 Units
    - Zone 3: The Woods 36 Units
    - Zone 4: The Pointe 61 Units
- Site access shall be provided by two entrances on Meadowbrook Road and one entrance on 12 Mile Road. The residential development shall be on 61.83 acres, and 7.74 acres shall be left for future development.
- Three water main connections are proposed; one connection is proposed to the existing 24-inch water main on the south side of 12 Mile Road. Two connections are proposed to the 16-inch water main on the east side of Meadowbrook Road.
- One sanitary sewer connection is proposed to the existing 21-inch sanitary sewer located on-site on the southeast corner of the property.
- Storm water would be collected by the proposed storm sewer system; there are six total detention basins proposed on-site. All the proposed detention basins outlet to the on-site wetlands.

RECOMMENDATION

Approval of the Revised Formal PRO submittal is **recommended**. At this time, the plan meets the general requirements of the design and construction standards as set forth in Chapter 11 of the City of Novi Code of Ordinances, the Storm Water Management Ordinance, and the Engineering Design Manual, with the following items to be addressed at the time of Site Plan submittal:

THE FOLLOWING ITEMS TO BE ADDRESSED WITHIN THE PRO AGREEMENT:

1. The proposed bus stop is located on private property; the PRO agreement should address maintenance of this amenity, and the applicant should indicate if they will provide a public access easement.
2. Applicant shall reach out to SMART to coordinate the relocation of the existing bus stop on the west side of Meadowbrook Road. SMART also offers an Adopt-a-Stop program to enhance bus stops (https://www.smartbus.org/Services/Adopt-A-Stop).
3. The applicant shall coordinate with SMART for any improvements. The SMART website has a bus stop updates/improvement plan for any benches, trash cans, public call phones, and real-time information displays added to bus stops. If any of these items are proposed, the applicant should coordinate with SMART and include information about maintenance and easements in the PRO agreement.

ITEMS TO BE ADDRESSED AT TIME SITE PLAN SUBMITTAL:

1. Provide sight distance measurements for the Twelve Mile Road and Meadowbrook Road entrances in accordance with Figure VIII-E of the Design and Construction Standards, Chapter 11 of the City of Novi Code of Ordinances.
2. Sheet SP-3 indicates that decks and patios may extend a maximum of 10' beyond the building to envelope the perimeter of the building. Show deck and patios for each building to ensure there is no conflict with the detention basin drives, wetland buffers, or the retaining walls.
3. Provide a traffic control sign table listing the quantities of each ***permanent*** sign type proposed for the development. Provide a note along with the table stating all traffic signage will comply with the current MMUTCD standards.
4. Traffic signs in the Road Commission for Oakland County (RCOC) right-of-way will be installed by RCOC.
5. Provide a traffic control plan for the proposed road work activity on 12 Mile and Meadowbrook Road.
6. Provide a note stating if dewatering is anticipated or encountered during construction, then a dewatering plan must be submitted to the Engineering Division for review.
7. Generally, all proposed trees shall remain outside utility easements. Where proposed trees are required within a utility easement, the trees shall maintain a

minimum 5-foot horizontal separation from the water main and storm sewer and 10-foot horizontal separation from the sanitary sewer. All utilities shall be shown on the landscape plan or other appropriate sheet to confirm the separation distance.

8. Show the locations of all light poles on the utility plan and indicate the typical foundation depth for the pole to verify that no conflicts with utilities will occur. Light poles in a utility easement will require a License Agreement.
9. The dedication of the master-planned 60-foot-wide right-of-way is requested for the project on Meadowbrook Road; there is an existing sidewalk easement. It is requested that the applicant provide a right-of-way easement instead of a sidewalk easement in this location.
10. A right-of-way permit will be required from the City of Novi and Oakland County.
11. **Only at the time of the printed Stamping Set submittal,** provide the City's standard detail sheets for water main (5 sheets), sanitary sewer (3 sheets), storm sewer (2 sheets), and paving (2 sheets). The most updated details can be found on the City's website under Engineering Standards and Construction Details.

WATER MAIN

12. Provide a water main basis of design for the development on the utility plan sheet. Indicate the material of the water main where the connections are proposed.
13. Provide a profile for all proposed public water main 8-inch or larger.
14. Show existing hydrants on Meadowbrook Road and 12 Mile Road and indicate if any hydrants must be relocated.
15. In general, valves shall be arranged so that no single line failure will require more than eight hundred (800) feet of main, twenty-four (24) homes, or thirty (30) multiple units to be out of service.
16. All public water main easements shall be 20 feet wide. Show 20-foot-wide proposed easement.
17. Water Systems must have the ability to serve at least three thousand (3,000) gallons per minute in apartments, cluster residential, and similar complexes.
18. A tapping sleeve, valve and well is required at the connection to the existing water main.
19. 6-inch hydrant leads are allowed for leads less than or equal to 25 feet in length. 8-inch leads are required for leads greater than 25 feet in length.
20. Valves shall be arranged so that no single line failure will require more than eight hundred (800) feet of main to be out of service.

IRRIGATION

21. If a common irrigation system is proposed, irrigation plans must be approved with final site plan submittal.

SANITARY SEWER

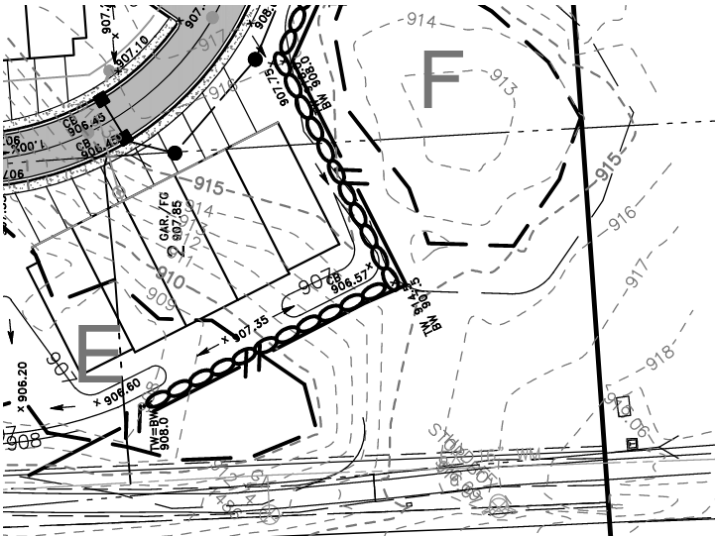
22. All public sanitary sewer shall be within a dedicated sanitary sewer easement unless proposed in the right-of-way. Show proposed 20-foot-wide sanitary sewer easement.

23. Illustrate all pipes intersecting with manholes on the sanitary profiles.

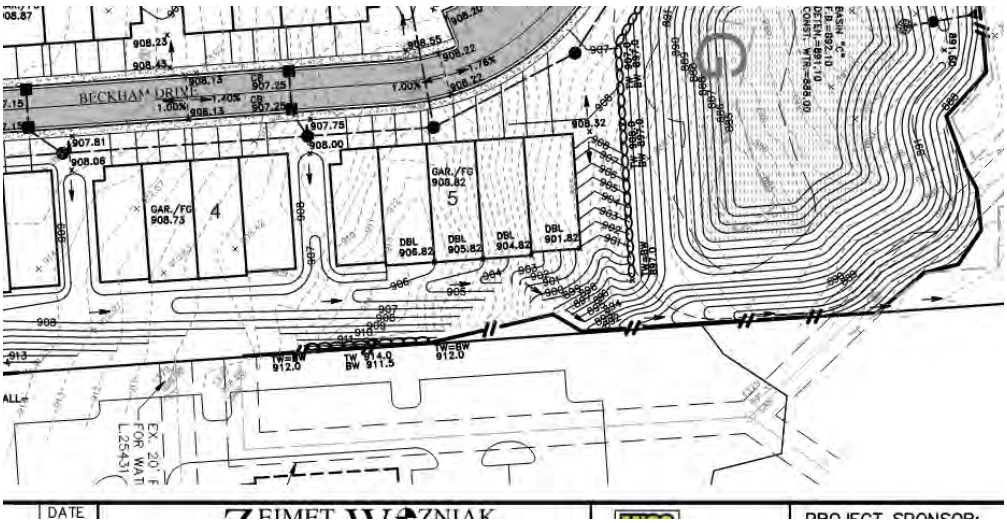
STORM SEWER

24. Wetland crossing culvert must be able to withstand a fire truck's 35-ton weight requirements. Provide additional information about culvert sizing with the site plan submittal.

25. Additional rear yard catch basins and storm sewer may be required at the time of site plan submittal. The proposed retaining wall behind building 2 may cause drainage issues.



26. The grading in the rear yard of buildings 4 and 5 should be routed towards the storm sewer near the road or detention basin G. Storm water shall not flow toward the property line.

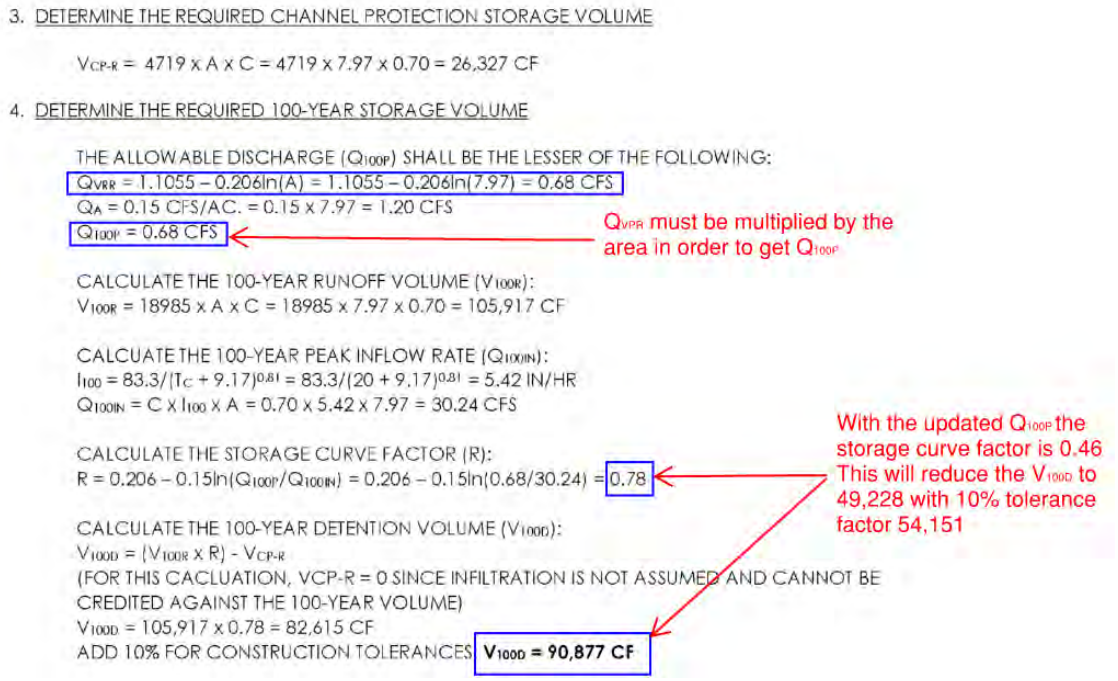


27. A minimum cover depth of 3 feet shall be maintained over all proposed storm sewer. Currently, a few pipe sections do not meet this standard. Grades shall be elevated, and minimum pipe slopes shall be used to maximize the cover depth.
28. Storm manholes with differences in invert elevations exceeding two feet shall contain a 2-foot-deep plunge pool.
29. Provide a four-foot-deep sump and an oil/gas separator in the last storm structure prior to discharge to the storm water basin.
30. Provide profiles for all storm sewer 12-inch and larger. All storm pipes accepting surface drainage shall be 12-inch or larger.
31. Illustrate all pipes intersecting storm structures on the storm profiles.
32. An easement is required over the storm sewer accepting and conveying off-site drainage.
33. Provide a schedule listing the casting type, rim elevation, diameter, and invert sizes/elevations for each proposed, adjusted, or modified storm structure on the utility plan. Round castings shall be provided on all catch basins except curb inlet structures.
34. Show and label all roof conductors and show where they tie into the storm sewer.
35. Provide a storm sewer basis of design table at time of final site plan submittal.

STORM WATER MANAGEMENT PLAN

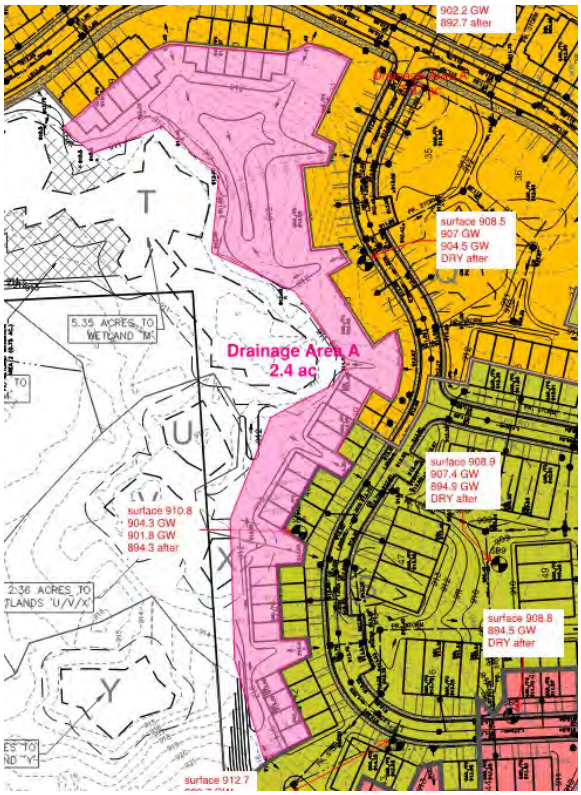
36. The Storm Water Management Plan (SWMP) for this development shall be designed in accordance with the Storm Water Ordinance and Chapter 5 of the **Engineering Design Manual (updated Jan 31, 2024).**
37. At the time of preliminary site plan submittal, the applicant should submit an infiltration study along with the soil borings. If infiltration is possible, it is recommended that the applicant design the landscaping to promote infiltration through rain gardens, bioretention, or permeable pavement.
38. Post-Development Drainage Master Plan table on sheet SP-5.1 must be updated; C factors do not match calculations on the next sheet.
39. Must obtain approval from the City's wetland consultant and EGLE for the proposed discharge into the wetlands

40. QVRP must be multiplied by the area in order to obtain the Q100P value; calculations should be updated at the time of site plan submittal.



41. Provide pre vs post flow calculations for the 12" culvert located at wetland L to ensure that proposed flow and volume is not greater than the existing flow and volume.

42. The applicant should revise drainage areas; all rear yard stormwater shall be routed to storm sewer or swales that ultimately discharge into on-site detention basins.
    a) Approximately 1-acre drainage area behind buildings 24, 25, and 26 is routed towards wetland L. This untreated stormwater flows off-site. Provide information for pre- vs. post-development discharge at this location.
    b) Basin A outlets into wetland H, while wetland H flows towards Basin B. Pass-through drainage is allowed, but a pre-treatment unit shall be required for Basin B, as the permanent pool for this basin will not be effective with pass-through drainage. The route should also be reinforced to avoid erosion. Ensure that the outlet pipe for basin B can accommodate the design outlet release rate and the pass-through volume for wetland H.
    c) Rear yard stormwater between buildings 42, 41, 40, 39, 29, and 30 is all currently shown outside of any of the proposed drainage areas; this is approximately 2 acres. Stormwater from this area is not being routed towards a basin/treated prior to discharging towards wetland T. Indicate the impact of this additional drainage area on wetland T as well.

d) 

43. As part of the Storm Drainage Facility Maintenance Easement Agreement, provide an access easement for maintenance over the storm water detention system and the pretreatment structure. Also, include an access easement to the detention area from the public road right-of-way.

44. Provide a soil boring in the vicinity of each storm water basin to determine soil conditions and to establish the high-water elevation of the groundwater table. Note that the bottom of the detention facility/permanent pool must be a minimum of **three (3) feet** above the groundwater elevation.

PAVING & GRADING

45. Provide a construction materials table on the Paving Plan listing the quantity and material type for each pavement cross-section being proposed.

46. Site grading shall be limited to 1V:4H (25-percent), excluding landscaping berms.

47. The grade of the drive approach shall not exceed 2 percent within the first 25 feet of the intersection. Provide spot grades as necessary to establish this grade.

48. Provide top of curb/walk and pavement/gutter grades to indicate the height of curb adjacent to parking stalls or drive areas.

49. Dimensions of parking stalls abutting a curb or sidewalk are to the face of curb or walk. All other dimensions are to back of curb unless otherwise indicated.

50. The retaining wall proposed at the wetland crossing area is located within proposed water main easement. A License Agreement will be required for the proposed retaining wall within any utility easements. A plan view and cross-

section shall be included with the agreement showing the relationship between the wall foundation and the existing/proposed utility.

51. Retaining walls that are 48-inches or larger shall need a permit from the Building Department. Ensure that retaining walls do not conflict with the patio and decks that are allowed for each building.

To the extent this review letter addresses items and requirements that require the approval of or a permit from an agency or entity other than the City, this review shall not be considered an indication or statement that such approvals or permits will be issued.

Please contact Humna Anjum at (248) 735-5632 or email at hanjum@cityofnovi.org with any questions.

Humna Anjum,
Project Engineer

cc: Lindsay Bell, Community Development
Milad Alesmail, Engineering
Kate Purpura, Engineering
Ben Croy, City Engineer

PLAN REVIEW CENTER REPORT

July 24, 2025

The Grove

Formal PRO Site Plan - Landscaping

Review Type	**Job #**
Formal PRO Site Plan Landscape Review	JZ24-31

Property Characteristics

- Site Location: Southwest corner of Meadowbrook and 12 Mile Road
- Site Acreage: 54.85 ac.
- Site Zoning: OST
- Proposed Zoning: RM-1 with PRO
- Adjacent Zoning: North: RA, R-4, R-3; East, South, West: OST
- Plan Date: 7/9/2025

Ordinance Considerations

This project was reviewed for conformance with Chapter 37: Woodland Protection, Zoning Article 5.5 Landscape Standards, the Landscape Design Manual and any other applicable provisions of the Zoning Ordinance. Items in **bold** below must be addressed and incorporated as part of the Preliminary Site Plan submittal. Underlined items must be addressed on the Final Site Plans. Please follow guidelines of the Zoning Ordinance and Landscape Design Guidelines. This review and the accompanying Landscape Chart are summaries and are not intended to substitute for any Ordinance.

RECOMMENDATION:

This project is **recommended for approval for the proposed rezoning**. Some site plan-related corrections need to be made, but there are no serious unsupported deviations from the landscape ordinances.

LANDSCAPE DEVIATIONS THAT ARE REQUIRED FOR THE PROPOSED LAYOUT:

- Deficiency in required screening berms between the site and Office Service/Tech – *supported by staff for east and south property lines because of topography and the provision of dense landscaping along both areas.*
- Lack of greenbelt berms – *supported by staff for 12 Mile Road and for the areas with a heavily landscaped detention bond, preserved natural areas along Meadowbrook Road and sufficiently dense landscaping between Meadowbrook and Buildings 1 and 2.*
- No greenbelt plantings in preserved areas – *supported by staff to preserve the natural areas*

GENERAL NOTES:

- Please reduce the width of the 10 foot walk down to no more than 8 feet or whatever width Planning and Engineering request. The 10-foot width does not leave sufficient room for the street trees and would not be attractive along the interior street.
- Please use a symbol for woodland replacement evergreen trees that is very different from that used for multifamily unit trees. When they are small they are too hard to distinguish.
- If the clubhouse option is used, please reorient the clubhouse/pool layout to keep it out of the wetland buffer.
- Please switch the numbering of Sheets L-5 and L-6 to keep the greenbelt planting details together.

Ordinance Considerations

Existing Trees (Sec 37 Woodland Protection, Preliminary Site Plan checklist #17 and LDM 2.3 (2))

1. Tree survey and wetland surveys are provided.
2. Please see the Merjent letter for a detailed review of the woodlands and wetlands.
3. A total of 248 trees are shown as being planted, with a deposit to the tree fund being made to the remaining 2895 credits required.
4. When species are assigned to the symbols shown, please use species that are similar to those removed as much as possible.

Adjacent to Residential - Buffer (Zoning Sec. 5.5.3.B.ii and iii)

1. The project is adjacent to OST property on the east and south so a 4.5-6 foot tall landscaped berm is required for buffering.
2. The plan proposes dense landscaping as a buffer around the site instead of the required berm where significant existing landscaping is not preserved and where site grading makes a berm impractical. **This requires a landscape deviation**. *It is supported by staff due to the nature of the adjacent uses, and the landscaping provided*.

Adjacent to Public Rights-of-Way – Berm/Wall, Buffer and Street Trees (Zoning Sec. 5.5.3.B.ii, iii)

1. The required greenbelt widths are proposed for both 12 Mile Road and Meadowbrook Road.
2. No berm is proposed along 12 Mile Road. **This requires a landscape deviation**. *It is supported due to the existing preserved wetlands that would prevent a consistent berm from being provided.*
3. Berms are proposed along Meadowbrook except in the areas to be preserved in a natural condition, and where sitting areas are proposed. **This requires a landscape deviation**. *It is supported by staff to preserve the natural areas.*
4. The required greenbelt plantings are proposed for all developed areas with some minor corrections required. **Landscape deviations are required for the areas being preserved in their natural state**. *They are supported by staff.*
5. The required street trees are proposed along 12 Mile Road with one minor correction to be made that is discussed on the landscape chart.
6. The required street trees are proposed along Meadowbrook Road.

Parking Lot Landscaping (Zoning Sec. 5.5.3.C.)

1. There are no parking lots except for the clubhouse option.
2. Please include the widths of the guest parking bays in the calculation of the interior street trees and use interior street trees along the perimeter of the bays instead of having a separate calculation for the bays.

Multi-family Residential Landscaping (Zoning Sec 5.5.3.F.iii)

1. **Multi-family unit trees**
   a. 232 units are proposed, so 696 trees are required. It appears that all of the required trees are provided, but please double-check the counts and add more if required.
   b. Tree species should be provided on the Preliminary Site Plans if possible, but no later than Final Site Plans.
   c. No more than 25% of the trees used may be subcanopy trees
2. **Interior roadway trees**
   a. The plan proposes all of the required 248 trees are proposed, plus 24 parking lot perimeter trees. See the above discussion related to the perimeter trees.
   b. When species are assigned, all of them should be deciduous canopy trees.
3. **Foundation landscaping**

The detailed plans indicate that all of the buildings have the required landscaping, either entirely on the front of the building or a combination of mostly the front plus some on the sides facing the roads. This is acceptable.

Building Foundation Landscaping (Zoning Sec 5.5.3.D)

1. It appears from the calculations and shading shown around the building that the required foundation landscaping for the clubhouse will be provided.
2. Please provide detailed foundation planting plans on Final Site Plans.

Plant List (LDM 4, 10)

1. **Please provide a plant list on the Preliminary Site Plans if possible.**
2. At least 50% of the non-woodland replacement species used must be species native to Michigan.
3. The non-woodland tree diversity should have no more than 10% of the trees planted composed of a single species, and no more than 15% of them composed of a single genus.

Planting Notations and Details (LDM 10)

Provided

Storm Basin Landscape (Zoning Sec 5.5.3.E.iv and LDM 3)

1. All required landscaping appears to be proposed.
2. **Please see the notes on the landscape chart for a more detailed discussion of the detention landscaping.**

Irrigation (LDM 10)

1. If an irrigation system will be used, a plan for it must be provided with Final Site Plans.
2. If alternative means of providing water to the plants for their establishment and long-term survival, information regarding that is also required with Final Site Plans.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5621 or rmeader@cityofnovi.org.



Rick Meader – Landscape Architect

LANDSCAPE REVIEW SUMMARY CHART – Initial PRO Concept Plan

Review Date: July 24, 2025
Project Name: JZ24-31: The Grove
Plan Date: July 9, 2025
Prepared by: Rick Meader, Landscape Architect E-mail: rmeader@cityofnovi.org; Phone: (248) 735-5621

Items in **Bold** need to be addressed by the applicant before approval of the Preliminary Site Plan. Underlined items need to be addressed on the Final Site Plan.

LANDSCAPE DEVIATIONS THAT MAY BE REQUIRED FOR PROPOSED LAYOUT:

- Deficiency in required screening berms between the site and Office Service/Tech – *supported by staff for east and south property lines because of topography and the provision of dense landscaping along both areas.*
- Lack of greenbelt berms – *supported by staff for 12 Mile Road and for the areas with a heavily landscaped detention bond, preserved natural areas along Meadowbrook Road and sufficiently dense landscaping between Meadowbrook and Buildings 1 and 2.*
- No greenbelt plantings in preserved areas – *supported by staff to preserve the natural areas*

GENERAL NOTES:

- Please reduce the width of the 10 foot walk down to no more than 8 feet or whatever width Planning and Engineering request. The 10-foot width does not leave sufficient room for the street trees and would not be attractive along the interior street.
- Please use a symbol for woodland replacement evergreen trees that is very different from that used for multifamily unit trees. When they are small they are too hard to distinguish.
- If the clubhouse option is used, please reorient the clubhouse/pool layout to keep it out of the wetland buffer.
- Please switch the numbering of Sheets L-5 and L-6 to keep the greenbelt planting details together.

Item	Required	Proposed	Meets Code	Comments
Landscape Plan Requirements – Basic Information (LDM (2))				
Landscape Plan *(Zoning Sec 5.5.2, LDM 2.e)*	• New commercial or residential developments • Addition to existing building greater than 25% increase in overall footage or 400 SF whichever is less. • 1"-20' minimum with proper North. Variations from this scale can be approved by LA	• Overall site (Sheets L-1 – L-3 and L-7): 1"=50 ft • Greenbelt & Entry Plans, Amenity Plan (Sheets L-4 -, L-6, L-11): 1" = 30 ft • Detention Ponds (Sheets L-8, L-9): 1" = 40 ft • Building foundation landscaping plans (Sheet L-10): 1"=40'	Yes	
Owner/Developer Contact Information *(LDM 2.a.)*	Name, address and telephone number of the owner and	Ivanhoe Companies - on Cover Sheet and	Yes	

Item	Required	Proposed	Meets Code	Comments
	developer or association	on the landscape plan title block		
Project Information *(LDM 2.d.)*	Name and Address	Location map on Cover Sheet and Sheet L-1	Yes	
Survey information *(LDM 2.c.)*	Legal description or boundary line survey	• Boundary: Sheets SP7-SP7.3 • Ex. Topo: Sheet 5, Sheets 9-9.4	Yes	
Landscape Architect contact information *(LDM 2.b.)*	Name, Address and telephone number of RLA/PLA/LLA who created the plan	Jim Allen – Allen Design	Yes	
Sealed by LA. *(LDM 2.g.)*	Requires original signature	Copy of seal and signature	Yes	
Miss Dig Note (800) 482-7171 *(LDM.3.a.(8))*	Show on all plan sheets	On Landscape Plan Title block	Yes	
EXISTING CONDITIONS				
Existing plant material Existing woodlands or wetlands *(LDM 2.e.(2), Sec 12, 37))*	• Show location type and size. • Label to be saved or removed. • Plan shall state if none exists.	• Tree survey is provided on Sheets SP9-9.8. • Tree survey and removals are also provided on Sheets L-13 -L-20. • Woodland replacement calculations are provided on L-20. • Wetland boundaries are indicated on SP-8 and topographic survey sheets • Trees to remain are shown on the landscape plan • Wetland impacts and mitigation areas are shown on Sheets W-1 – W-4.	• Yes • Yes • Yes • Yes • Yes • Yes	**1. See Merjent letter for detailed reviews of wetlands and woodlands** **2. As long as the information is the same between the tree survey in the civil plans and that shown in the landscape plans, there isn't a need for the same information to be included in the set.** **3. If the civil sheets are kept, the removals and replacement calculations must be clearly shown and provided with either the tree chart or the landscape plans.** 4. When species are attached to the woodland replacements, please remember that the diversity requirement is not required for them, and it would be

Item	Required	Proposed	Meets Code	Comments
				desirable to use similar species as those removed as much as possible to restore the lost habitat as much as possible.
Natural Features protection				**Please show tree fencing at trees' actual CRZ, not the edge of the tree symbol.**
Phragmites and Japanese Knotweed Control *(Sec 6.B.i)*	• Any/all populations of *Phragmites australis* and/or Japanese knotweed and related species shall be noted on plans. • If any is found, instructions for their complete removal should be added to the plans. • If none is found, a note stating that shall be added.	• Phragmites locations are shown on L-2 • Methods for its removal are also on L-2 • No mention is made of Japanese knotweed	• Yes • Yes • TBD	Please either show locations of Japanese knotweed on the same sheet or add a note stating that no Knotweed was found on the site.
Soil type *(LDM.2.r.)*	As determined by Soils survey of Oakland County	• Soils boundaries and types are shown on SP-2 • Soil Boring locations are also shown on SP-2 • Soil Boring charts are provided on Sheets, SP-9.9 and SP-9.10	• Yes • Yes	
Zoning *(LDM 2.f.)*	Site: OST Proposed: RM-1 with PRO North: RA, R-4, B-3, East: OST, South: OST, West: OST	Shown on L-1	Yes	
PROPOSED IMPROVEMENTS				
Existing and proposed improvements *(LDM 2.e.(4))*	Existing and proposed buildings, easements, parking spaces, vehicular use areas, and R.O.W	• Site plan shows locations of buildings and drives • All proposed improvements are shown on the landscape plans.	• Yes • Yes	
Existing and	• Overhead and	• Utilities are shown	• Yes	Please add all

Item	Required	Proposed	Meets Code	Comments
proposed utilities *(LDM 2.e.(4))*	underground utilities, including hydrants • Show all proposed light posts	on SP-6.1 and SP-6.2 • Utilities are included on the landscape plans • Light posts are not provided yet	• Yes • No	proposed light posts to the landscape plans on the Final Site Plans at the latest and resolve all tree/post conflicts.
Proposed topography - 2' contour minimum *(LDM 2.e.(1))*	Provide proposed contours at 2' interval	• Proposed spot elevations and berms are shown on SP-4.0 - SP-4.2 • Berms are shown on landscape plans • Retaining wall TW/BW elevations are given for all of the walls except for the one near the intersection of Simi Lane and Elle Parkway	• Yes • Yes • Yes	Please add TW/BW elevations for the unlabeled retaining wall.
Clear Zones *(LDM 2.e.(5))*	• Show clear vision zones for all entry points. • Use RCOC clear vision guidelines for 12 Mile Road and City clear vision guidelines for Meadowbrook. • Refer to exhibits at end of this chart.	• City clear vision zones are shown for all entries. • No trees or shrubs are shown within the zones.	Yes	
LANDSCAPING REQUIREMENTS				
Berms and ROW Planting				
• All berms shall have a maximum slope of 33%. Gradual slopes are encouraged. Show 1ft. contours • Berm should be located on lot line except in conflict with utilities. • Berms should be constructed with 6" of topsoil.				
Residential Adjacent to Non-residential (Sec 5.5.3.A) & (LDM 1.a)				
Berm requirements *(Zoning Sec 5.5.A)*	Residential adjacent to Office Service/Tech residential requires: • 4.5-6 foot high landscaped berm with 5 foot wide crest. • Opacity 80% winter, 90% summer.	• No berms are provided along the east side where there is just a large wetland mitigation/detenti on area. • Dense plantings are provided east of Buildings 24-26 and over 140 feet of existing trees or densely planted	No	**1. The lack of a screening berm along the east property line requires a landscape deviation.** **2.** *Since there are no actual Office Service/ Tech buildings east of the site, and either new or existing trees will provide screening*

Item	Required	Proposed	Meets Code	Comments
		detention basins are provided between the remaining buildings near the east property line. • No screening berms are provided along the south property line. • Buildings 3-5 are about 50 feet north of the property line and the industrial park to the south. Dense evergreen plantings are provided as screening for those buildings. • 108' and more of undisturbed area is south of Building 2.		*from M-5, it would be supported by staff.* **3. A landscape deviation is also required for the south property line.** **4.** *As the proposed plantings and/or preserved natural areas appear to provide sufficient screening the deviation for that area is also supported by staff.*
Planting requirements *(LDM 1.a.)*	LDM Novi Street Tree List	Many trees are shown but are not identified yet	TBD	**Add tree labels to the plans, no later than the Final Site Plans but preferably on the Preliminary Site Plans.**
Adjacent to Public Rights-of-Way (Sec 5.5.B) and (LDM 1.b)				
ROW Landscape Screening Requirements Chart *(Sec 5.5.3.B. ii)* ***(RM-1)***				
Greenbelt width (2)(3) (5)	• Adj to parking: 20 ft • Not adj to parking: 34 ft • **12 Mile Road**: 34 ft • **Meadowbrook Road**: 20 feet/34 feet	**12 Mile Rd:** 135 feet **Meadowbrook Rd:** 50 feet	• Yes • Yes	
Min. berm crest width	**2 feet** • **12 Mile Road**: 4 ft • **Meadowbrook Road**: 4 ft	**12 Mile Rd:** 0 ft **Meadowbrook Rd:** • 3-4 ft when a berm exists • Berm does not exist for 550 lf between Elle Parkway and Simi Lane where there are no homes	• No • Yes/No	1. **A landscape deviation is required for the lack of berms.** *2. It would be supported for the 12 Mile Road frontage since wetlands occupy most of the frontage.* *3. It would also be supported for the*

Item	Required	Proposed	Meets Code	Comments
		and most of the frontage is preserved natural landscape • There is also no berm south of Simi Lane (approx. 420lf). Dense landscaping is proposed in place of the berm due to grading issues.		*sections of Meadowbrook Road where existing natural areas are being preserved and the detention pond near Meadowbrook.* *4. It would also be supported for the section between Meadowbrook and Buildings 1 and 2 if the proposed landscaping provides sufficient buffering. It appears that it does but if, upon planting, it is found that the screening is too sparse, additional plants may be required.*
Min. berm height (9)	• **12 Mile Road**: 3 ft • **Meadowbrook Road**: 3 ft	• **12 Mile Rd**: 0 feet • **Meadowbrook Rd:** 3-4 ft	• No • No	**Where berms are proposed, please increase the minimum height to 4 feet.**
3' wall	(4)(7)	No walls are proposed in the greenbelts	NA	
Canopy deciduous or large evergreen trees Notes (1) (10)	**1 tree per 35 lf** **12 Mile Road:** • Developed frontage: (577-226-60)/35 = 8 trees • Preserved frontage: 226lf/35 = 8 trees **Meadowbrook Road:** • Developed frontage: (1771-60-60-584)/35 = 30 trees • Preserved frontage: 584/35 = 17 trees	**12 Mile Rd:** 8 trees **Meadowbrook Rd:** 31 trees	• Yes • Yes	**1. A landscape deviation would be required for deducting the preserved areas from the calculation.** *It would be supported by staff.* **2.** Please check the tree counts shown as provided on each sheet – the total provided is correct but only 21 were found on L-4. **3.** Please adjust the positioning of the canopy tree at the edge of the walk on the northern Elle Parkway sidewalk. **4.** Please show the

Item	Required	Proposed	Meets Code	Comments
				proposed green belt plantings (lightly) on Sheets L-2, L-3 and L-4 so it is clear where they are versus the multifamily unit trees that are shown near the greenbelt.
Sub-canopy deciduous trees Notes (2)(10)	**1 tree per 25 lf** **12 Mile Road:** • Developed frontage: (577-226-60)/25= 12 trees • Preserved frontage: 226lf/25=9 trees **Meadowbrook Road:** • Developed frontage: (1771-60-60-584)/25 = 43 trees • Preserved frontage: 584/25 = 23 trees	**12 Mile Rd:** 9 trees + 3 in ROW **Meadowbrook Rd:** 41 trees	• No • No	**1. See above regarding the landscape deviation.** **2. Please move the 3 trees in the 12 Mile Road ROW into the greenbelt.** **3. Please add the missing trees to the plan.** *Shortages would not be supported.*
Canopy deciduous trees in area between sidewalk and curb	**1 tree per 35 lf** **12 Mile Road:** • (577-260)/35 = 9 trees **Meadowbrook Road:** • (1771-240-300)/35 = 35 trees	**12 Mile Rd:** 8 canopy trees in ROW + 3 subcanopy trees in ROW + 4 canopy trees behind the park **Meadowbrook Rd:** 24 canopy trees + 29 subcanopy trees under/near overhead wires = 43.33 trees	• No • Yes	**1. Please remove the subcanopy trees from the 12 Mile Road ROW and add one canopy tree.** 2. The remaining three canopy trees behind the park can be counted as multi-family unit trees. 3. If the RCOC does not allow some or all of the trees along 12 Mile Road they do not need to be planted, but a copy of their decision must be provided to the City. 4. The excess trees can be removed from the plan. If the City of Novi Engineering department agrees that street trees should not be planted in the sections of Meadowbrook due

Item	Required	Proposed	Meets Code	Comments
				to a lack of space, then a waiver for those trees will be supported by staff. Otherwise they should be planted.
Multi-Family Residential (Sec 5.5.3.F.ii)				
Building Landscaping *(Zoning Sec 5.5.3.E.ii.)*	• 3 deciduous canopy trees or large evergreen trees per dwelling unit on the first floor. • # units * 3 = # trees • Up to 25% of requirement can be subcanopy trees 232 units * 3 = 696 trees	• 696 trees • At this point it can't be determined if the 25% maximum subcanopy tree limit is met.	• Yes • TBD	**1. Please verify the unit tree count add any missing trees.** 2. On the final site plans, the species must be provided and the percentage of subcanopy trees provided.
Interior Street Landscaping	• 1 deciduous canopy tree along interior roads for every 35 lf (both sides), excluding driveways, interior roads adjacent to public rights-of-way and parking entry drives. • Trees in boulevard islands do not count toward street tree requirement • (12450-3770)/35 = 248 trees	248 trees + 24 parking lot perimeter trees	Yes	**1. Since the parking is just bays along one side of the drive, the widths of the bays can just be added to the interior street landscaping basis and interior street trees can be used along their perimeter instead of calculating the parking lot perimeter calculation separately and providing parking lot perimeter trees. This may decrease the total required.** 2. Please put the clubhouse parking calculations on Sheet L-11.
Foundation Landscaping	35% of building façades facing road must be landscaped	• All of the units have sufficient landscaping, either at the building face or around on the face and some on the side of the building facing the road • According to the	• Yes • Yes	Plant labels must be provided no later than the Final Site Plans

Item	Required	Proposed	Meets Code	Comments
		conceptual clubhouse plan, sufficient foundation landscaping will be provided		
Parking Area Landscape Requirements (Zoning Sec 5.5.3.C & LDM 5)				
General requirements *(LDM 1.c)*	• Clear sight distance within parking islands • No evergreen trees	No parking lots are proposed	NA	
Name, type and number of ground cover (LDM 1.c.(5))	As proposed on planting islands	NA	NA	
General *(Zoning Sec 5.5.3.C)*				
Parking lot Islands *(a, b. i)*	• A minimum of 200 SF to qualify • 200sf landscape space per tree planted in island. • 6" curbs • Islands minimum width 10' BOC to BOC	No parking lots are proposed, only single-sided parking bays	NA	
Curbs and Parking stall reduction *(c)*	Parking stall can be reduced to 17' with 4" curb adjacent to a sidewalk of minimum 7 ft.	Spaces are 17' long with either a 7' wide sidewalk or open space at the end	Yes	
Contiguous space limit *(i)*	Maximum of 15 contiguous spaces	No bay is more than 15 spaces.	Yes	
Category 1: For OS-1, OS-2, OSC, OST, B-1, B-2, B-3, NCC, EXPO, FS, TC, TC-1, RC, Special Land Use or non-residential use in any R district *(Zoning Sec 5.5.3.C.iii)*				
A = Total square footage of vehicular use areas x 7.5%	A = x SF x 7.5%	No parking lots are proposed, only single-sided parking bays	NA	**Show the interior parking lot requirement and trees for the Clubhouse on Sheet L-11.**
B = Total square footage of additional paved vehicular use areas over 50,000 SF x 1 %	B = x SF x 1% = B sf	No parking lots are proposed, only single-sided parking bays	NA	
All Categories				
C = A+B Total square footage of landscaped islands	C = A + B	NA	NA	
D = C/200 Number of canopy trees required	D = C/200	None	NA	
Parking Lot Perimeter Trees	• 1 Canopy tree per 35 lf • Sub-canopy trees can	24 trees	Yes	As the extra parking is just provided in single

Item	Required	Proposed	Meets Code	Comments
	be used under overhead utility lines. • Perimeter within 20 feet of a building does not need to be included in the basis			bays along the drives, the interior drive tree calculation should include those bays and the interior drive trees for those stretches should be located along the perimeter of those bays.
Parking land banked	None			
Miscellaneous Landscaping Requirements				
Plantings around Fire Hydrant *(d)*	• No plantings with matured height greater than 12' within 10 ft. of fire hydrants, manholes, catch basins or other utility structures. • Trees should not be planted within 5 feet of underground lines.	• For the most part, trees are properly spaced • There appears to be a tree on top of a structure southeast of Building 7.	Yes	Please doublecheck to be sure that the required spacing from utility lines and structures is provided.
Landscaped area *(g)*	Areas not dedicated to parking use or driveways exceeding 100 sq. ft. shall be landscaped	Yes	Yes	
Name, type and number of ground cover (LDM 1.c.(5))	As proposed on planting islands	No indication is given	Yes	Please indicate groundcovers on landscape plan
Snow deposit *(LDM.2.q.)*	Show leave snow deposit areas on plan in locations where landscaping won't be damaged	A note indicates that the snow will be deposited along the drives except when the sidewalk is adjacent to the road. In that case the snow shall be deposited elsewhere.	Yes	Please be sure that that information is included in the master deed and is passed along to the snow removal contractors.
Transformers/Utility boxes *(LDM 1.e from 1 through 5)*	• A minimum of 2 ft. separation between box and the plants • Ground cover below 4" is allowed up to pad. • No plant materials within 8 ft. from the doors	• No utility boxes or utility box landscaping is shown • Landscaping detail is provided	TBD	1. Please show transformers and other utility boxes when their locations are determined. 2. Please add an allowance of 10 shrubs per box on the plant list and label as such
Detention/Retention Basin Planting requirements *(Sec.*	• Clusters of large native shrubs shall cover 70-75% of the basin rim	• The required shrub and tree symbols are	• Yes • Yes/No	**1.** Please add the shrub and tree species on the Final Site Plans.

Item	Required	Proposed	Meets Code	Comments
5.5.3.E.iv)	area at 10 ft away from the permanent water line. • Canopy trees must be located at 1 per 35lf of the pond rim 10 feet away from the permanent water level • 10" to 14" tall grass along sides of basin • Refer to wetland for basin mix • Include seed mix details on landscape plan	provided • A stormwater seed mix is called out on the pond details but no seed mix is provided for the areas around the ponds.		**2.** Please add all appropriate seed mixes to the plans on the Final Site Plans.
Landscape Notes and Details– Utilize City of Novi Standard Notes				
Plant List (LDM 4) – Include all cost estimates				
Quantities and sizes		No plant list is given	TBD	**Provide plant list on landscape plans, preferably on the Preliminary Site Plans but no later than Final Site Plans.**
Root type		No plant list is given	TBD	**See above**
Botanical and common names	• At least 50% of plant species used, not including seed mixes or woodland replacement trees, must be species native to Michigan. • The non-woodland replacement tree diversity must meet the standards of the Landscape Design Manual section 4. As the number of trees will be more than 200, no more than 10% of the trees planted shall be of a given species, and no more than 15% shall be from a single genus. • Woodland replacements do not need to meet the LDM diversity requirements, and should resemble the percentages of	No plant list is provided	TBD	**See above**

Item	Required	Proposed	Meets Code	Comments
	trees removed as much as possible.			
Type and amount of lawn		No		Need for final site plan
Cost estimate (LDM 2.t)	For all new plantings, mulch and sod as listed on the plan	No		Need for final site plan
Planting Details/Info (LDM 2.i) – Utilize City of Novi Standard Details				
Canopy Deciduous Tree	Refer to LDM for detail drawings	Yes	Yes	
Evergreen Tree		Yes	Yes	
Shrub		Yes	Yes	
Multi-stem tree		Yes	Yes	
Perennial/ Ground Cover		Yes	Yes	
Tree stakes and guys	Wood stakes, fabric guys.	Yes	Yes	
Cross-Section of Berms (LDM 2.j)				
Slope, height and width	• Label contour lines • Maximum 33% slope • Constructed of loam • 6" top layer of topsoil	A standard berm cross section detail is provided	Yes	
Type of Ground Cover		Lawn is noted	Yes	
Walls (LDM 2.k & Zoning Sec 5.5.3.vi)				
Material, height and type of construction footing	Freestanding walls should have brick or stone exterior with masonry or concrete interior	A number of retaining walls are proposed		
Walls greater than 3 ½ ft. should be designed and sealed by an Engineer				If walls are taller than 3 ½ feet, please have engineer design, sign and seal.
Notes (LDM 2.i) – Utilize City of Novi Standard Details				
Installation date *(LDM 2.l. & Zoning Sec 5.5.5.B)*	• Provide intended date • Between Mar 15 – Nov 15	Between March 15 and November 15	Yes	
Maintenance & Statement of intent *(LDM 2.m & Zoning Sec 5.5.6)*	• Include statement of intent to install and guarantee all materials for 2 years. • Include a minimum one cultivation in June, July and August for the 2-year warranty period.	Notes are provided	Yes	
Plant source	Shall be northern nursery	Noted	Yes	

Item	Required	Proposed	Meets Code	Comments
(LDM 2.n & LDM 3.a.(2))	grown, No.1 grade.			
Establishment period *(Zoning Sec 5.5.6.B)*	**2 yr. Guarantee**	Noted	Yes	
Approval of substitutions. *(Zoning Sec 5.5.5.E)*	City must approve any substitutions in writing prior to installation.	Noted	Yes	
Miscellaneous Landscape Requirements (LDM 3)				
General Conditions *(LDM 3.a)*	Plant materials shall not be planted within 4 ft. of property line	Note has been added	Yes	
Irrigation plan *(LDM 2.s.)*	A fully automatic irrigation system and a method of draining is required with Final Site Plan	No		**1.** Please add an irrigation plan or information as to how plants will be watered sufficiently for establishment and long- term survival on the final site plans **2.** The plan should meet the requirements listed at the end of this chart. **3.** If xeriscaping is used, please provide information about plantings included.
Other information *(LDM 2.u)*	Required by Planning Commission	NA		
Landscape tree credit *(LDM11.b.(d))*	• Substitutions to landscape standards for preserved canopy trees outside woodlands/ wetlands should be approved by LA. • Refer to Landscape tree Credit Chart in LDM	None		
Plant Sizes for ROW, Woodland replacement and others (*LDM 11.b)*	• Canopy Deciduous shall be 3" and sub-canopy deciduous shall be 2.5" caliper. • Refer to LDM section 11.b for more details	No plant list is provided	TBD	Include correct sizes on plant list.
Plant size credit *(LDM11.b)*	NA	None taken		
Prohibited Plants *(LDM 11.b)*	Do not use any plants on the Prohibited Species List	No plant list is provided	TBD	

Item	Required	Proposed	Meets Code	Comments
Recommended trees for planting under overhead utilities *(LDM 3.e)*		Overhead lines are not labeled on the landscape plans		
Collected or Transplanted trees *(LDM 3.f)*		None indicated		
Nonliving Durable Material: Mulch *(LDM 4)*	• Trees shall be mulched to 3" depth and shrubs, groundcovers to 2" depth • Specify natural color, finely shredded hardwood bark mulch. • Include in cost estimate.	Shown on planting details		

NOTES:
1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards.
2. The section of the applicable ordinance or standard is indicated in parenthesis. For the landscape requirements, please see the Zoning Ordinance landscape section 5.5 and the Landscape Design Manual for the appropriate items under the applicable zoning classification.
3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.

Irrigation System Requirements

- Any booster pump installed to connect the project's irrigation system to an existing irrigation system must be downstream of the RPZ.
- The RPZ must be installed in accordance with the 2015 Michigan Plumbing Code.
- The RPZ must be installed in accordance with the manufacture installation instructions for winterization that includes drain ports and blowout ports.
- The RPZ must be installed a minimum of 12-inches above FINISHED grade.
- Attached is a handout that addresses winterization installation requirements to assist with this.
- A plumbing permit is required.
- The assembly must be tested after installation with results recorded on the City of Novi test report form.

merjent

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August 8, 2025

Lindsay Bell
Planner – Community Development
City of Novi
45175 Ten Mile Road
Novi, MI 48375

Submitted electronically to lbell@cityofnovi.org

Re: The Grove Formal Planned Rezoning Overlay Submittal Wetland and Woodland Review (Formal PRO; JZ24-31)

Dear Lindsay,

Merjent, Inc. (Merjent) has conducted a site plan review of the formal planned rezoning overlay (PRO) submittal for The Grove (site). Two sets of plans were provided:

- One plan prepared by Zeimet Wozniak and Associates dated July 9, 2025. This plan contains the primary design/engineering information for the Formal PRO submittal.
- One plan prepared by Allen Design dated July 9, 2025 This plan contains the landscape and woodland replacement information for the Formal PRO submittal.

Merjent reviewed the plans for conformance with the City of Novi's (City) current Woodland Protection Ordinance, Chapter 37, and Wetlands and Watercourse Protection Ordinance, Chapter 12 Article V. The site is located southeast of the intersection of Meadowbrook Road and Twelve Mile Road in Section 13 of the City. Development is proposed within and is identified by approximately 12 different parcel numbers in the City of Novi records. The site contains City-regulated woodlands and City-regulated wetlands (**Figure 1** and **Figure 2**).

Woodlands

Woodland Recommendation: Merjent **recommends approval** of The Grove Formal PRO Submittal. A list of comments is provided below to meet the requirements of the Woodland Protection Ordinance. The following Woodland Regulations apply to this site:

Woodland Regulation	Required
Woodland Permit (Chapter 37, Section 37-26)	Yes
Tree Replacement (Chapter 37, Section 37-8)	Yes
Tree Protection (Fence; Chapter 37, Section 37-9)	Yes
Woodland Conservation Easement (Chapter 37-30[e])	Yes, if feasible

Woodland Review Comments

1. City-regulated woodlands, as identified on the City of Novi Woodlands interactive map website, are present onsite (**Figure 1**)**.** A site visit was performed on August 23, 2024 to verify and review the extent of woodlands on-site. Due to the extent of invasive species on-site, such as European buckthorn

(*Rhamnus cathartica*), it is Merjent's opinion that the extent of the Woodlands listed in the map viewer is accurate. Select photos from the site visit were included in the initial concept plan submittal.

2. When a proposed site plan is located within a regulated woodland, any tree proposed for removal with a diameter at breast height (DBH) greater than or equal to eight inches will require tree replacement and a Woodland Use Permit per Section 37-8. This also applies to any tree that will be preserved, but where impacts to critical root zones are proposed.

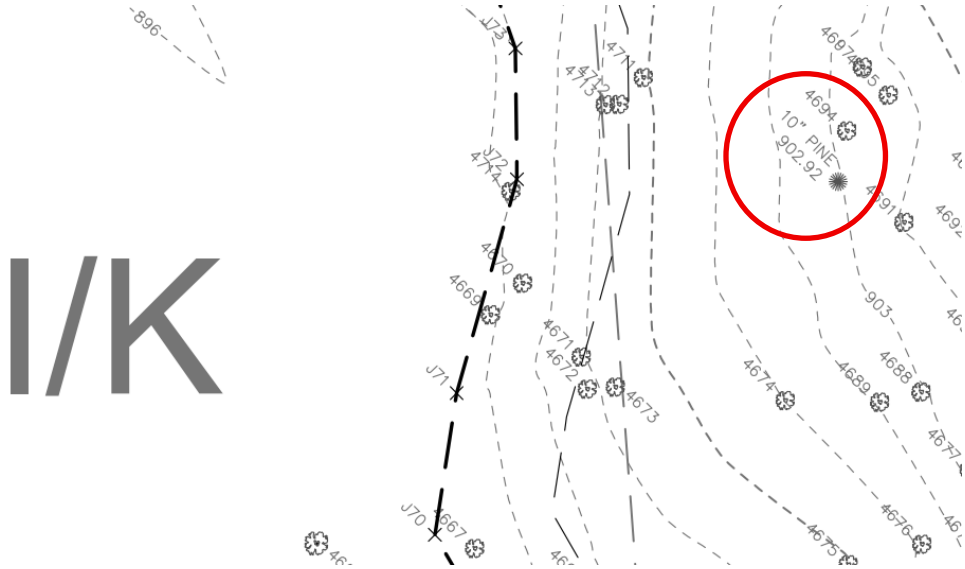
3. Regardless of the presence of regulated woodlands onsite, a Woodland Use Permit is required to perform construction on any site containing the removal of trees larger than 36 inches in diameter at breast height (DBH).

4. The plans have proposed the cumulative removal of 2,019 regulated trees (does not include dead or dying [very poor] trees). A **Woodland Use Permit** is required to perform construction on any site containing regulated woodlands. The permit for this site would require Planning Commission approval because there are more than three trees proposed to be impacted/removed by construction.

5. **Woodland Replacement**. Based on review of the plans, the following woodland replacements are currently listed:

Tree Size (DBH, inches)	Number of Trees	Ratio Replacement/Removed Tree	Total Replacements Required
8-11	1,126	1	1,126
12-20	715	2	1,430
21-29	59	3	177
30+	14	4	56
Multi-stem	105	Sum of Stem DBH/8 (rounded up)	389
Total	**2,019**	**-**	**3,178**
Less Credits (for trees saved outside of current woodland areas)			**-35**
Total Replacements Required			**3,143**

- **Requested edit for future submittals:** on Sheet SP-9.4, a "10" (10-inch) Pine" is displayed south of Wetland I/K that may not be counted for in the tree list and may not be listed in the landscape plan. This pine should be clarified in future submittals to be given a unique identifier, classified down to species and condition, and given a similar symbol to other trees on-site.



6. For tree replacement credits that will be planted on-site, a financial guarantee of $400/tree replacement credit is required to ensure the planting of the on-site woodland replacement credits. The financial guarantee will be released after trees have been planted and approved by the City of Novi. The applicant must request a tree planting inspection. For The Grove PRO, the applicant has proposed planting 248 replacement trees on-site. A **Woodland Replacement Financial Guarantee of $99,200** (248 trees x $400/tree) is required as part of the Woodland Use Permit fees to ensure a successful planting of on-site Woodland Replacement Tree Credits.

   The Applicant shall guarantee trees for two growing seasons after installation and the City's acceptance, per the City's Performance Guarantees Ordinance. A **two-year maintenance bond in the amount of 25% ($24,800)** of the value of the trees, but in no case less than $1,000, shall be required to ensure the continued health of the trees following acceptance (Chapter 26.5, Section 26.5-37).

   Note that the Applicant is responsible for requesting an inspection of the installed on-site Woodland Replacement Trees.

   While not necessary for the formal PRO approval, a list of trees proposed for replacement will need to be provided in the preliminary site plan. Approximate locations are provided in the associated landscape plans. Section 37-8 of the City of Novi Woodlands Protection Ordinance and the City of Novi Landscape Design Manual provide guidelines for replacement trees.

   - **Requested edit/clarification:** Sheet L-1 states that 248 trees will be provided on-site and a summary of subsequent sheets states that Sheet L-1 provides 56 trees, Sheet L-2 provides 110 trees, and Sheet L-3 provides 82 trees. Upon further review, Sheet L-2 provides 141 trees and Sheet L-3 provides 112 trees. In further submittals, this discrepancy may be fixed by providing the species, locations, and total number of each species for replacement.

7. The Applicant will be required to pay into the **City of Novi Tree Fund $1,158,000** for the remaining 2,895 woodland replacements not planted on site (2,895 woodland replacement credits x $400/credit). This fee is non-refundable.

a. Merjent understands that a small amount of tree replacements are required for the creation of a potential wetland mitigation site. It should be noted that any trees planted specifically to meet the requirements of the wetland mitigation performance standards (see wetland comments) cannot be double counted to meet the requirements of woodland replacement credits and vice-versa. Therefore, any trees planted for potential wetland mitigation sites will only be counted toward either wetland mitigation performance standards or woodland replacement credits. Additional/supplemental plantings in these areas that exceed wetland mitigation performance standards can then be counted toward woodland replacement credits.

8. **Critical root zone**. Accurate critical root zones must be depicted on the site plan for all regulated trees within 50 feet of the proposed grading or construction activities. Tree symbols are present on the plan but are relatively small. Additionally, it is unclear whether the tree symbol on the plan represents the trunk, dripline, or critical root zone of the tree. The tree symbol should be clarified in the legend or elsewhere on the plan. Critical root zones should be identified using a separate symbol on the site plans. These impacts may have already been accounted for in the removal table provided, but the symbol should be clarified prior to the final site plan approval.

9. Regulated woodland disturbance includes impacts to the critical root zone of regulated trees, including but not limited to encroachment by grading, landscaping, and construction. If impacts to the critical root zone of regulated woodland trees are proposed – woodland replacements are required. Revised woodland replacement calculations or plan revisions may be necessary to address any unclear encroachments into the critical root zone.

10. A **woodland fence guarantee of $6,000** ($5,000 x 120%) is required per Chapter 26.5-37. The financial guarantee shall be paid prior to issuance of the City of Novi Woodland Use Permit.

11. **Woodland Replacement Inspection** – The Applicant is responsible for walking the entire site to confirm that all woodland replacement trees/shrubs have been planted on site according to the approved site plan stamping set. If any material is missing, dead or dying, replacements should be made prior to requesting the inspection. The applicant should also provide an as-built landscape plan if the trees planted do not match the species and/or location shown on the approved site plan stamping set. Once this occurs the Applicant should contact the Bond Coordinator to schedule the inspection (Angie Sosnowski at asosnowski@cityofnovi.org; 248-347-0441) and complete the inspection request form. If additional inspections are needed, then additional inspection fees will be required to be paid by the applicant.

12. **Woodland Guarantee Inspection –** Prior to requesting the 2-year woodland guarantee inspection, the Applicant is responsible for walking the entire site to confirm that all plant material has survived and is healthy. If any material is missing, dead or dying, replacements should be made prior to requesting the inspection. Once this occurs the Applicant should contact the Bond Coordinator to schedule the 2-year guarantee inspection (Angie Sosnowski at asosnowski@cityofnovi.org / 248-347-0441) and complete the inspection request form. If additional inspections are needed, then additional inspection fees will be required to be paid by the applicant. Based upon a successful inspection for the 2-year warranty the Landscape/Woodland/Street trees financial guarantee will be returned to the Applicant.

    If the woodland replacements, street trees, or landscaping guarantee period is scheduled to end during the period when inspections are not conducted (November 15th – April 15th) the Applicant is

responsible for contacting the Bond Coordinator and Woodland/Landscape Inspector in the late summer/early fall prior to the 2-year expiration to schedule an inspection.

13. The Applicant may be required to provide preservation/conservation easements as directed by the City of Novi Community Development Department for any areas of woodland replacement trees. The applicant shall demonstrate that all proposed woodland replacement trees and existing regulated woodland trees to remain will be guaranteed to be preserved as planted with a conservation easement or landscape easement to be granted to the city. This language shall be submitted to the City Attorney for review. The executed easement must be returned to the City Attorney within 60 days of the issuance of the City of Novi Woodland permit. Any associated easement boundaries shall be indicated on the Plan.
    a. An existing conservation easement is present southeast of the site associated with Meadowbrook Investments LLC. A map of conservation easements is provided as **Attachment A**.

14. It should be noted that based off the wetland impacts information (see below) – wetland impacts are proposed to all wetlands within the area identified as "Parcel A." If the applicant intends to impact Parcel A as a part of this submittal, a tree survey should be conducted and provided in addition to woodland impacts similar to the information presented in the comments above.

Wetlands

Wetland Recommendation: Merjent **recommends approval** of the The Grove Formal PRO submittal based on the comments provided below. However, if the project moves toward a formal application, several comments should be addressed to meet the requirements of the City's Wetlands and Watercourse Protection Ordinance.

Upon review of published resources, the Site appears to contain or immediately borders:

☒ City-regulated wetlands, as identified on the City of Novi interactive map website. Note that both wetland and property limits depicted on the City's map are considered approximations (**Figure 2**).

☒ Wetlands that are regulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

☒ Wetlands as identified on National Wetland Inventory (NWI) and Michigan Resource Inventory System (MIRIS) maps, as identified on the EGLE Wetlands Viewer interactive map website (map provided in Wetland Boundary Review). NWI and MIRIS wetlands are identified by the associated governmental bodies' interpretation of topographic data and aerial photographs.

☒ Hydric (wetland) soil as mapped by the U.S. Department of Agriculture, Natural Resources Conservation Service, as identified on the EGLE Wetlands Viewer interactive map website (map provided in Wetland Boundary Review).

Permits and Regulatory Status

Due to the comments below, the following wetland-related items will be required for this project:

Item	Required/Not Required
Wetland Permit (specify Non-minor or Minor)	Required, Non-minor
Wetland Mitigation	Required

Item	Required/Not Required
Environmental Enhancement Plan	Required, Mitigation Plan
Wetland Buffer Authorization	Required
EGLE Wetland Permit	Likely Required*
Wetland Conservation Easement	Required

*Final determination is at the discretion of EGLE

Wetland Review Comments

1. Impacts have been proposed to 17 wetlands on-site, totaling approximately 1.44 acres loss of wetland. The impacts are summarized below.

Table 1. Wetland Summary and Impact Table

Wetland ID	Classification*	Acres On-site	Wetland Impact Area (acre)	Wetland Impact Volume (cu. yd.)	Permanent Buffer Impact Area (acre)	Temporary Buffer Impact Area (acre)	Buffer Impact Volume (cu. ft.)
C	Emergent	0.10	0.100	525	Not Provided	Not Provided	Not Provided
E	Emergent	0.44	0.361	400	0.368	0.000	Not Provided
F	Emergent/Forested	0.29	0.000	0	0.137	0.000	Not Provided
G	Forested	0.07	0.060	190	0.230	0.000	Not Provided
H	Forested	1.12	0.000	0	0.115	0.030	Not Provided
I/K	Emergent/Scrub-shrub/Forested	4.79	0.016	161	0.234	0.402	Not Provided
J	Scrub-shrub/Forested	0.04	0.034	68	0.140	0.000	Not Provided
L	Scrub-shrub	0.29	0.000	0	0.002	0.052	Not Provided
M	Emergent/Forested	0.21	0.060	267	0.107	0.000	Not Provided
N	Emergent/Scrub-shrub	0.06	0.000	0	0.022	0.000	Not Provided
O	Emergent/Scrub-shrub	0.39	0.000	0	0.000	0.000	Not Provided
P	Scrub-shrub	0.03	0.030	130	0.130	0.000	Not Provided
Q	Forested	0.23	0.230	805	0.390	0.000	Not Provided
R	Emergent/Scrub-shrub	0.04	0.040	152	0.140	0.000	Not Provided
S	Forested	0.05	0.050	379	0.160	0.000	Not Provided
T	Emergent/Scrub-shrub	0.97	0.000	0	0.040	0.289	Not Provided
U	Forested	0.12	0.070	45	0.100	0.000	Not Provided
V	Forested	0.14	0.140	775	0.200	0.000	Not Provided

Wetland ID	Classification*	Acres On-site	Wetland Impact Area (acre)	Wetland Impact Volume (cu. yd.)	Permanent Buffer Impact Area (acre)	Temporary Buffer Impact Area (acre)	Buffer Impact Volume (cu. ft.)
X	Scrub-shrub	0.07	0.022	31	0.070	0.000	Not Provided
Y	Emergent	0.21	0.210	777	0.280	0.000	Not Provided
Z	Scrub-shrub	0.02	0.020	47	0.120	0.000	Not Provided
Total	-	**9.64**	**1.44**	**4,752**	**1.875**	**0.484**	--

*Classification per Sheet SP-8.1

- **Requested edit/clarification**: Wetland C is shown to have grading and a portion of the proposed Simi Lane to be within the setback/buffer.
    - **Similar to woodlands above**, Wetlands M, U, V, Y, and Z are proposed to be impacted on the listed "Parcel A." However, no development plans are shown in the provided site plan. Additionally, the portion of Wetland U within Parcel A is shown to be impacted but is shown to be undisturbed on The Grove Parcels. Inversely, Wetland X is shown to be disturbed on the Grove Parcels, but is undisturbed on Parcel A. In future submittals, if the applicant is not proposing to develop Parcel A, reducing these proposed impacts may reduce the amount of required mitigation for the project.

2. In addition to wetlands, the City of Novi regulates wetland and watercourse buffers/setbacks. Article 24 of the Zoning Ordinance, Schedule of Regulations, states: "There shall be maintained in all districts a wetland and watercourse setback, as provided herein, unless and to the extent, it is determined to be in the public interest not to maintain such a setback. The intent of this provision is to require a minimum setback from wetlands and watercourses". The established wetland and watercourse buffer/setback limit is 25 horizontal feet, regardless of grade change.
    a. Appropriate setbacks have been incorporated into the site plans. Prior to the site plan review process, the applicant should provide the buffer impact area for all wetlands on-site (see **Table 1**). Additionally, buffer impact volumes should be provided for all impacts.

3. The City of Novi requires the boundary lines of any watercourses or wetlands on the Site to be clearly flagged or staked and such flagging/staking shall remain in place throughout the conduct of permit activity. During Merjent's site visit on May 31, 2024 it was noted that the flagging from the delineation was still present. Select photos were provided in the Initial Concept Plan Review. The site does not need to be re-flagged during the site plan review process, but prior to granting a Wetland Use Permit and construction the wetlands should be verified as being accurately staked or flagged.

4. The cost to perform any wetland protection and restoration shall be listed on the site plan, per Chapter 26.5, Section 26.5-7 (b) of the City of Novi Code of Ordinances. A **Wetland Financial Performance Guarantee** in the amount of 120% of the cost to perform any wetland protection, restoration, and development will be collected prior to the granting of a Wetland Use Permit.

5. When a project permanently impacts 0.25 acre or more of essential wetland, the City of Novi requires mitigation at a ratio of 2:1 for forested wetlands and 1.5:1 for emergent and scrub-shrub wetlands.

Current wetland classifications in **Table 1** above reflect the classifications noted on Sheet SP-8.1. The total proposed impact to City-regulated wetlands is approximately 1.44 acres.

6. According to the City Ordinance Section 12-176 (Mitigation), "Mitigation shall be provided onsite where practical and beneficial to the wetland resources. If onsite mitigation is not practical and beneficial, mitigation in the immediate vicinity, within the same watershed, may be considered. Mitigation at other locations within the city will only be considered when the above options are impractical."
    a. The applicant is required to provide 2.46 acres of mitigation on-site and has proposed 2.47 acres.
    b. City-regulated mitigations will follow the City of Novi Mitigation Performance Standards (**Attachment B**), which are similar to EGLE's typical Mitigation Performance Standards.
    c. During the preliminary site plan review process, the applicant will need to provide a conceptual mitigation plan. The conceptual mitigation plan should contain the following information:
        - The location of the proposed wetland mitigation site in relation to the proposed The Grove site. A location map for the mitigation site should be provided with the nearest crossroads and/or identifiable landmarks.
        - The total acreage and ecological type of the wetland that will be created and/or expanded.
        - A brief description of existing conditions at the proposed mitigation site. Existing conditions include but are not limited to, general topography, soils, vegetation, and any existing hydrology.
        - A brief description of the method with which the mitigated wetland will be created and/or expanded. A detailed engineering design is not required, but the source of water for the mitigated wetland should be identified.
    d. For final site plan approval, the applicant will need to provide all required criteria stated in Section 12-176 in the final site plan or appended to the final site plan review submission.

7. The Applicant is encouraged to provide wetland conservation easements for any areas of remaining wetland and 25-foot wetland buffer. The Applicant shall provide wetland conservation easements as directed by the City of Novi Community Development Department for any areas of proposed wetland mitigation areas (if necessary). Additionally, EGLE may request conservation easements around remaining wetlands on-site if a permit is required from EGLE. This requirement would be unrelated to the requirements of the City of Novi Wetland Use Permit. This language shall be submitted to the City Attorney for review. The executed easement must be returned to the City Attorney within 60 days of the issuance of the City of Novi Wetland Use Permit.
    a. An existing conservation easement is present southeast of the site associated with Meadowbrook Investments LLC. A map of conservation easements is provided as **Attachment A**.

Should you have any questions or concerns with this review, please contact me via email at jason.demoss@merjent.com or via phone at (619) 944-3835.

Sincerely,

Merjent, Inc.



Jason DeMoss, PWS
Environmental Consultant

Enclosures:

Figure 1 – City of Novi Woodlands Map
Figure 2 – City of Novi Wetlands Map
Attachment A – Site Photographs
Attachment B – Conservation Easement Map
Attachment C – Wetland Mitigation Performance Standards

CC:
Stacey Choi, City of Novi, schoi@cityofnovi.org
Rick Meader, City of Novi, rmeader@cityofnovi.org
Barbara McBeth, City of Novi, bmcbeth@cityofnovi.org
Matt Pudlo, Merjent, matt.pudlo@merjent.com



Figure 1. City of Novi Regulated Woodlands Map
Approximate Site boundary is shown in red.
(Approximate) Regulated Woodland areas are shown in green.



Figure 2. City of Novi Regulated Wetlands Map
Approximate Site boundary is shown in red.
(Approximate) Regulated Wetland areas are shown in turquoise.

Attachment A
Conservation Easement Map

City of Novi Conservation Easements



9/4/2024

1:9,046

Conservation Easement

Wetland

Wetland & Woodland

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

2.4m Resolution Metadata

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Maxar, Esri Community Maps Contributors, City of Novi, MI, Province of Ontario, Oakland County, Michigan, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Attachment B
Wetland Mitigation Performance Standards

a. Construction has been completed in accordance with the City of Novi's approved plans and specifications included in the permit and mitigation plan (and associated approved site plan).

b. The mitigation wetland is characterized by the presence of water at a frequency and duration sufficient to support a predominance of wetland vegetation and the wetland types specified at the end of the monitoring period. The monitoring period will follow the U.S. Army Corps of Engineers definition of the growing season as stated in the 1987 *Wetland Delineation Manual*:

    i. "The portion of the year when soil temperatures at 19.7 inches (50 cm) below the soil surface are higher than biological zero (5°C [41°F]). For ease of determination, this period can be approximated by the number of frost-free days."

    ii. "Estimating starting and ending dates for the growing season are based on 28°F (-2.2°C) air temperature thresholds at a frequency of five years in 10."

c. A layer of high-quality topsoil, from the A horizon of an organic or loamy surface texture soil, is placed (or exists) over the entire wetland mitigation area at a minimum thickness of six inches.

d. The mitigation wetland shall be free of oil, grease, debris, and all other contaminants.

e. A minimum of six wildlife habitat structures, consisting of at least three types, have been placed per acre of mitigation wetland. At least 50 percent of each structure shall extend above the normal water level. The types of acceptable wildlife habitat structures are:

    i. Tree stumps laid horizontally within the wetland area. Acceptable stumps shall be a minimum of six feet long (log and root ball combined) and 12 inches in diameter.

    ii. Logs laid horizontally within the wetland area. Acceptable logs shall be a minimum of 10 feet long and six inches in diameter.

    iii. Whole trees laid horizontally within the wetland area. Acceptable whole trees shall have all of their fine structure left intact (i.e., not trimmed down to major branches for installation), be a minimum of 20 feet long (tree and root ball), and a minimum of 12 inches in diameter.

    iv. Snags which include whole trees left standing that are dead or dying, or live trees that will be flooded and die, or whole trees installed upright into the wetland. A variety of tree species should be used for the creation of snag habitat. Acceptable snags shall be a minimum of 20 feet tall (above the ground surface) and a minimum of 12 inches in diameter at breast height. Snags should be grouped together to provide mutual functional support as nesting, feeding, and perching sites.

    v. Sand mounds at least 18 inches in depth and placed so that they are surrounded by a minimum of 30 feet of water measuring at least 18 inches in depth. The sand mound shall have at least a 200 square foot area that is 18 inches above the projected high-water level and oriented to receive maximum sunlight.

f. The mean percent cover of native wetland species in the herbaceous layer at the end of the monitoring period is not less than:

    i. 60 percent for emergent wetland.

    ii. 80 percent for scrub-shrub wetland.

iii. 80 percent for forested wetland.

g. Extensive areas of open water and submergent vegetation areas having no emergent and/or rooted floating vegetation shall not exceed 20 percent of the mitigation wetland area. Extensive areas of bare soil shall not exceed five percent of the mitigation wetland area. For the purposes of these performance standards, extensive refers to areas greater than 0.01 acre (436 square feet) in size.

h. The total percent cover of wetland species in each plot shall be averaged for plots taken in the same wetland type to obtain a mean percent cover value for each wetland type. For the purposes of this standard, total percent cover is the percent cover of the ground surface covered by vegetation, bare soil, and open water, when viewed from above. Total percent cover cannot exceed 100 percent. Plots within identified extensive open water and submergent areas, bare soil areas, and areas without a predominance of wetland vegetation shall not be included in this average. Wetland species refers to species listed as facultative and wetter (FAC, FACW, OBL) on the U.S. Army Corps of Engineer's 2020 Regional Plant List (version 3.5) for the Midwest Region.

i. The mitigation wetland supports a predominance of wetland (hydrophytic) vegetation (as defined in the 2010 U.S. Army Corps of Engineers “Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region [Version 2.0]”) in each vegetative layer, represented by a minimum number of native wetland species, at the end of the monitoring period. The minimum number of native wetland species per wetland type shall not be less than:

   i. 15 species within the emergent wetland.

   ii. 15 species within the scrub-shrub wetland.

   iii. 15 species within the forested wetland.

   The total number of native wetland plant species shall be determined by a sum of all species identified in sample plots of the same wetland type.

j. At the end of the monitoring period, the mitigation wetland supports a minimum of:

   i. 300 individual surviving, established, and free-to-grow trees per acre in the forested wetland that are classified as native wetland species and consisting of at least three different species.

   ii. 300 individual surviving, established, and free-to-grow shrubs per acre in the scrub-shrub wetland that are classified as native wetland species and consisting of at least four different species.

   iii. *Optional*: Eight native wetland species of grasses, sedges, or rushes per acre in the wet meadow wetland.

k. Physiognomic classification of trees and shrubs shall be in accordance with the most updated resource from the following list:

   i. The Michigan Floristic Quality Assessment

   ii. Michigan Flora (also referred to as the University of Michigan Herbarium)

   iii. The U.S. Army Corps of Engineer's Regional Plant List for the Midwest Region.

l. The mean percent cover of invasive species including, but not limited to, *Phragmites australis* (Common Reed), *Lythrum salicaria* (Purple Loosestrife), and *Phalaris arundinacea* (Reed Canary Grass) shall in combination be limited to no more than 10 percent within each wetland type. Invasive species shall not dominate the vegetation in any extensive area of the mitigation wetland. A more exhaustive list of invasive species that are known to be in Michigan can be found on the State of Michigan’s Invasive Species plant list (https://www.michigan.gov/invasives/id-report/plants)

If the mean percent cover of invasive species is more than 10 percent within any wetland type or if there are extensive areas of the mitigation wetland in which an invasive species is one of the dominant plant species, the permittee shall submit an evaluation of the problem to the City of Novi and/or the. If the permittee determines that it is infeasible to reduce the cover of invasive species to meet the above performance standard, the permittee must submit an assessment of the problem, a control plan, and the projected percent cover that can be achieved for review by the City of Novi. Based on this information, the City of Novi may approve an alternative invasive species standard. Any alternative invasive species standard must be approved in writing by the City of Novi.

If the mitigation wetland does not satisfactorily meet these standards by the end of the monitoring period, or is not satisfactorily progressing during the monitoring period, the permittee will be required to take corrective

Consultant review of Monitoring Reports will be split into the following sections:

1. Vegetation
2. Invasive Species
3. Hydrology
4. Wildlife Observations
5. Topsoil
6. Pollutants
7. Signage
8. Wetland Recommendations (as applicable)
    a. Financial Guarantee Release

AECOM
39575 Lewis Dr, Ste. 400
Novi
MI, 48377
USA
aecom.com

Project name:
JZ24-31 – The Grove Formal PRO Traffic Review

To:
Barbara McBeth, AICP
City of Novi
45175 10 Mile Road
Novi, Michigan 48375

From:
AECOM

Date:
October 2, 2025

CC:
Lindsay Bell, Dan Commer, Humna Anjum, Diana Shanahan, Milad Alesmail, Stacey Choi, Kate Purpura

Memo

Subject: JZ24-31 – The Grove Formal PRO Traffic Review

The formal PRO site plan was reviewed to the level of detail provided, and AECOM recommends **approval** as long as the comments provided below and the Traffic Impact study are adequately addressed to the satisfaction of the City.

GENERAL COMMENTS

1. The applicant, Ivanhoe Companies, is proposing a residential development consisting of 232 units.
2. The development is located on the southeast corner of Twelve Mile Road and Meadowbrook Road. Twelve Mile Road is under the jurisdiction of the Road Commission for Oakland County and Meadowbrook Road is under the jurisdiction of the City of Novi.
3. The site is zoned OST (Office Service Technology) and the applicant is requesting a PRO for RM-2 (High-Density Multiple-Family).
4. The following traffic related deviations have been requested by the applicant:
    a. Parking on a major drive.
5. The following traffic related waivers may be required if revisions are not made to the plans:
    a. Parking along street with centerline radius less than 230'.

TRAFFIC IMPACTS

1. AECOM performed an initial trip generation based on the ITE Trip Generation Manual, 11th Edition, as follows.

    ITE Code: 220 – Multifamily Housing (Low-Rise)
    Development-specific Quantity: 232 Units
    Zoning Change: OST to RM-2 PRO

Trip Generation Summary	Estimated Trips	Estimated Peak-Direction Trips	City of Novi Threshold	Above Threshold?
AM Peak-Hour Trips	95	72	100	**No**
PM Peak-Hour Trips	120	76	100	**Yes**
Daily (One-Directional) Trips	1564	N/A	750	**Yes**

2. The City of Novi generally requires a traffic impact study/statement if the number of trips generated by the proposed development exceeds the City's threshold of more than 750 trips per day or 100 trips per either the AM or PM peak

hour, or if the project meets other specified criteria.

Trip Impact Study Recommendation	
Type of Study:	**Justification**
Traffic Impact Statement (TIS) And Rezoning Traffic Impact Statement (RTIS)	Proposed rezoning from OST to RM-2, and estimated trips are above the City's threshold. The applicant submitted a revised Trip Generation Comparison Study dated July 1, 2025. Trip Generation Comparison is concluding lower total trips compared to Existing OST land use and the October 2024 Site plan, but higher than the threshold set for the Traffic Impact Study (TIS). **The applicant is to update and submit the Traffic Impact Study for approval that was previously submitted and denied approval in 2024.**

TRAFFIC REVIEW

The following table identifies the aspects of the plan that were reviewed. Items marked O are listed in the City's Code of Ordinances. Items marked with ZO are listed in the City's Zoning Ordinance. Items marked with ADA are listed in the Americans with Disabilities Act. Items marked with MMUTCD are listed in the Michigan Manual on Uniform Traffic Control Devices.

The values in the 'Compliance' column read as 'met' for plan provision meeting the standard it refers to, 'not met' stands for provision not meeting the standard and 'inconclusive' indicates applicant to provide data or information for review and 'NA' stands for not applicable for subject Project. The 'remarks' column covers any comments reviewer has and/or 'requested/required variance' and 'potential variance'. A potential variance indicates a variance that will be required if modifications are not made or further information provided to show compliance with the standards and ordinances. The applicant should put effort into complying with the standards; the variances should be the last resort after all avenues for complying have been exhausted. Indication of a potential variance does not imply support unless explicitly stated.

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
1	Driveway Radii | O Figure IX.3	35'	Met	
2	Driveway Width | O Figure IX.3	28' and 23' at boulevard entrances	Met	
3	Driveway Taper | O Figure IX.11			
3a	Taper length	100' and 75'	Met	
3b	Tangent	50'	Met	
4	Emergency Access | O 11-194.a.19	3 access points	Met	

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
5	Driveway sight distance | O Figure VIII-E	1065.11' along 12 Mile Rd; 665.95', 649.13', 1421.94', 516.97' along Meadowbrook Rd	Met	
6	Driveway spacing			
6a	Same-side | O 11.216.d.1.d	N/A	-	
6b	Opposite side | O 11.216.d.1.e	235.35' 12 Mile Rd, 199.51' and 493.08' Meadowbrook Rd	Met	
7	External coordination (Road agency)	RCOC	Met	
8	External Sidewalk | Master Plan & EDM	Proposed 10' along Twelve Mile Rd and tying into existing on Meadowbrook Rd	Met	
9	Sidewalk Ramps | EDM 7.4 & R-28-K	Indicated	**Partially Met**	**Include current R-28 detail in future submittal.**
10	Any Other Comments:	**Label island length at each entrance/exit to ensure it meets the requirements shown in Figure IX.3.**		

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
11	Loading zone | ZO 5.4	N/A	-	
12	Trash receptacle | ZO 5.4.4	Trash collection will be at each driveway	Met	
13	Emergency Vehicle Access	Provided	Met	
14	Maneuvering Lane | ZO 5.3.2	N/A	-	
15	End islands | ZO 5.3.12			
15a	Adjacent to a travel way	N/A	-	
15b	Internal to parking bays	N/A	-	
16	Parking spaces | ZO 5.2.12	Perpendicular spaces, garage and driveway parking		See Planning review letter. **The applicant is seeking a waiver for parking along a major drive.**

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
17	Adjacent parking spaces | ZO 5.5.3.C.ii.i	<15 spaces in all parking bays	Met	
18	Parking space length | ZO 5.3.2	17’	Met	
19	Parking space Width | ZO 5.3.2	9’	Met	
20	Parking space front curb height | ZO 5.3.2	4” in front of 17’ spaces, 6” everywhere else	Met	
21	Accessible parking – number | ADA	1 proposed at pickleball courts	Met	
22	Accessible parking – size | ADA	Not dimensioned	**Inconclusive**	**Dimension accessible space and aisle in future submittal.**
23	Number of Van-accessible space | ADA	1 indicated, 1 required	**Partially Met**	**Dimension accessible space and aisle in future submittal.**
24	Bicycle parking			
24a	Requirement | ZO 5.16.1	47 required, provided in units and 4 provided at pickleball courts	Met	
24b	Location | ZO 5.16.1	Indicated	Met	
24c	Clear path from Street | ZO 5.16.1	7’	**Not Met**	**6’ clear path required, note 2’ overhang is not part of clear path.**
24d	Height of rack | ZO 5.16.5.B	3’	Met	
24e	Other (Covered / Layout) | ZO 5.16.1	Indicated	Met	
25	Sidewalk – min 5’ wide | Master Plan	5’ minimum	Met	
26	Sidewalk ramps | EDM 7.4 & R-28-K	Indicated	**Partially Met**	**Include current R-28 detail in future submittal.**
27	Sidewalk – distance back of curb | EDM 7.4	0’ and not dimensioned, 5’ standard in residential areas	**Inconclusive**	**Dimension in future submittal. The applicant could consider providing an offset where parking is not present to increase pedestrian safety.**
28	Cul-De-Sac | O Figure VIII-F	N/A	-	
29	EyeBrow | O Figure VIII-G	N/A	-	

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
30	Minor/Major Drives | ZO 5.10	28' wide, over minimum 100' radius proposed	**Partially Met**	**Per Section 5.10.1.B.iv – "Adjacent parking and on-street parking shall be limited near curves with less than 230' centerline radius". The applicant could review the areas where parking is in a curve with a centerline radius of less than 230', and either move to a different location or review to ensure a safe and adequate sight distance is provided. An administrative waiver may be required.**
31	Any Other Comments:			

SIGNING AND STRIPING				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
32	Signing: Sizes | MMUTCD	Indicated	Met	
33	Signing table: quantities and sizes	Indicated	Met	**Review the quantity of speed limit signs proposed, they are not needed at several locations.**
34	Signs 12" x 18" or smaller in size shall be mounted on a galvanized 2 lb. U-channel post | MMUTCD	Indicated	Met	
35	Signs greater than 12" x 18" shall be mounted on a galvanized 3 lb. or greater U-channel post | MMUTCD	Indicated	Met	
36	Sign bottom height of 7' from final grade | MMUTCD	Indicated	Met	
37	Signing shall be placed 2' from the face of the curb or edge of the nearest sidewalk to the near edge of the sign | MMUTCD	Indicated	Met	
38	FHWA Standard Alphabet series used for all sign language | MMUTCD	Indicated	Met	
39	High-Intensity Prismatic (HIP) sheeting to meet FHWA retro-reflectivity | MMUTCD	Indicated	Met	
40	Parking space striping notes	Indicated	Met	
41	The international symbol for accessibility pavement markings | ADA	Provided	Met	
42	Crosswalk pavement marking detail	None proposed	N/A	

SIGNING AND STRIPING				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
43	Any Other Comments:	**Provide maintaining traffic information for Meadowbrook Road and Twelve Mile Road entrance work in future submittal.**		

Note: Hyperlinks to the standards and Ordinances are for reference purposes only, the applicant and City of Novi to ensure referring to the latest standards and Ordinances in its entirety.

Should the City or applicant have questions regarding this review, they should contact AECOM for further clarification.

Sincerely,

AECOM

Paula K. Johnson, PE
Senior Transportation Engineer

Saumil Shah, PE
Project Manager

AECOM
39575 Lewis Drive
Suite 400
Novi, MI 48377
T 248.204.5900
www.aecom.com

Project name:
JZ24-31 – The Grove PRO TIS Traffic Review

To:
Barbara McBeth, AICP
City of Novi
45175 10 Mile Road
Novi, Michigan 48375

From:
AECOM

Date:
September 9, 2025

CC:
Lindsay Bell, Heather Zeigler, Diana Shanahan, Dan Commer

Memo

Subject: JZ24-31 – The Grove PRO Updated TIS Traffic Review (10/11/2024)

The Traffic Impact Study was reviewed to the level of detail provided, and AECOM recommends **approval of the Traffic Impact Study**. The previous review letter is attached as **Appendix A**.

GENERAL COMMENTS

The memo will provide an update on comments raised during the previous review, as the applicant submitted an updated study.

COMMENTS AND REVISIONS

- We do not agree with the consultant's proposal of restriping the northbound through as shared through and right. The analysis that the consultant carried out to evaluate this mitigation at the Meadowbrook Road and 12 Mile Road Intersection considered a very low volume of traffic on the northbound through (5 cars in AM peak hour and 10 cars in PM peak hour, Figure 3). It seems these volumes are influenced by the construction (GLWA 54-Inch Water Main Loop) that has been ongoing for a very long period (Feb 2022 to Aug 2024) on Meadowbrook Road between 12 Mile Road and 13 Mile Road. Consult should perform a sensitivity analysis with the volumes growing to the future year by applying a growth rate to a set of volumes when there was no construction, and then confirm/explore mitigations.

Updated traffic study 10/11/24: The revised report adjusted the volume for non-construction time. The proposal of restriping has been removed from the updated report. No further comment.[1]

- Sight Distance: The applicant needs to show the sight distance triangle and details on the plan set for further review and confirmation.

Updated traffic study 10/11/24: The updated report includes sight distance analysis and confirms that "The results of the sight distance analysis indicate that a driver waiting to egress the proposed site driveway onto 12-Mile Road will not experience any visual obstruction, provided the sight distance triangle area shown in the attached site plan is free of vegetation and a clear line of sight is provided." No further comment.

[1] **Please note that we do not agree with the TIS preparer's response to the City's consultant to identify any closure or condition on the ground for the count. TIS preparer(s) to ensure that in every project, counts represent a typical weekday operation (that includes no inclement weather, no school holidays, no detours, no construction, no major crash, etc.).**

- Right-tun lane: There is currently an existing center two-way left-turn lane (TWLTL) on Meadowbrook Road, adjacent to the project site, and 12-Mile Road is median-divided, with left-turns accommodated via median U-turns (crossovers) at intersections. Therefore, only the right-turn treatment criteria were evaluated at the proposed site driveways. The traffic study concluded that, due to traffic volumes along 12 Mile Road, the driveway qualifies for a right-turn lane according to the RCOC warrant graph. However, the applicant needs to coordinate with RCOC for geometrical standards and approval for the right-turn taper. And applicant needs to show the right-turn lane details with dimensions and adherence to the applicable standards on the plan set for further review and confirmation.

Updated traffic study 10/11/24: The applicant noted the comments for coordination with RCOC. The applicant is to provide RCOC coordination and approval for taper and access during the site plan reviews.

- The study indicated the site trip distribution for westbound 12 Mile Road to be 33% AM (63 trips) and 28% PM (66 trips). RCOC has some concerns related to the ability of vehicles to weave across the 3 lanes of 12 Mile Rd to enter/exit the site. The applicant should conduct a weave analysis from the nearest cross-overs. This is particularly concerning for the WB to EB 12 Mile Road movement, as the M-5/I-696 ramp traffic utilizes this same crossover.

Updated traffic study 10/11/24: The updated report includes a weave analysis and concludes that "The results of the weaving analysis indicate that there is adequate distance between the proposed Site Drive #1 and the existing crossover locations to accommodate the projected traffic volumes." No further comment.

Should the City or applicant have questions regarding this review, they should contact AECOM for further clarification.

Sincerely,

AECOM



Saumil Shah
Project Manager

Appendix A: Previous Review Letter

AECOM
39575 Lewis Drive
Suite 400
Novi, MI 48377
T 248.204.5900
www.aecom.com

Project name:
JZ24-31 – The Grove PRO TIS Traffic Review

To:
Barbara McBeth, AICP
City of Novi
45175 10 Mile Road
Novi, Michigan 48375

From:
AECOM

Date:
September 6, 2024

CC:
Lindsay Bell, Heather Zeigler, Diana Shanahan, Dan Commer

Memo

Subject: JZ24-31 – The Grove PRO TIS Traffic Review

This Traffic Impact Study was reviewed by AECOM to the level of detail provided below and AECOM recommends **denial of the Traffic Impact Study**; the applicant should review the comments provided below and provide a revised study to the City of Novi.

GENERAL COMMENTS

1. This memo will provide comments on a section-by-section basis following the format of the submitted report.
2. The project is located on the southeast quadrant of the 12 Mile Road and Meadowbrook Road intersection.
3. The development consists of 182 single family attached housing and 256 multi-family housing.
4. The development is a Planned Rezoning Overlay (PRO) plan, and the project site is currently zoned OST (Office Service Technology) and is proposed to be rezoned RM-2 (High-Density Multiple-Family).

BACKGROUND DATA

1. Applicant elaborated on uses permitted under the existing OST zoning and calculated trip generation based on the General Office Building land use category within the *ITE Trip Generation Manua 11th Edition*. The study concluded that the number of trips under existing OST zoning is estimated to be higher compared to the proposed rezoning to RM-2
2. The following roadways were included in the study:
    a. 12 Mile Road: 45 mph, four (4) lanes divided, east/west
    b. Meadowbrook Road: 35/40 mph, two (2) lanes, north/south
    c. The following intersections were included in the study:
        - 12 Mile Road at Meadowbrook Road
        - 12 Mile Road eastbound to westbound crossover east of Meadowbrook Road
        - 12 Mile Road westbound to eastbound crossover west of Meadowbrook Road
        - 12 Mile Road westbound to eastbound crossover west of Summit Drive
        - 12 Mile Road westbound to eastbound crossover east of Meadowbrook Road
3. Applicant collected turning movements that occurred between the 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM peak periods at the study intersections on Tuesday, June 11, 2024.
4. Novi Schools were not in session when the data collection was performed; therefore, the data was reviewed to determine if adjustments to the AM peak hour traffic volumes are necessary to consider the impact of school traffic volumes. The result of the evaluation indicates that the data collection performed was greater than the historical traffic volume data when the school was in session. Therefore, the performed data collection was utilized in the analysis and no adjustments were applied to AM peak hour traffic counts.

EXISTING CONDITIONS

1. The overall levels of service (LOS) at the study area intersections is LOS D or better with no movements experiencing a delay of LOS E or F (Table 2).

BACKGROUND (NO BUILD) CONDITIONS 2024

1. A 0.5% annual growth rate was used to project the existing 2024 traffic volumes to the site buildout year of 2030.
2. Overall operations at the intersections are not expected to change significantly compared to existing conditions except the LOS C in existing conditions is expected to be LOS D in future background conditions (Table 3) at the following intersection:
    a. 12 Mile Road at Meadowbrook Road
    b. Westbound 12 Mile Road through Meadowbrook Road in the PM peak hour
    c. Westbound u-turn for 12 Mile Road at the eastbound to westbound crossover east of Meadowbrook Road in the PM peak hour

SITE TRIP GENERATION

1. A total of 3,052 daily trips are anticipated based on the *ITE Trip Generation Manual 11th Edition* (Table 4).
2. A net increase of 191 trips during the morning peak hour and 236 trips during the evening peak hour are considered for a traffic impact study on the surrounding road network (Table 4).

SITE TRAFFIC ASSIGNMENT

1. Adjacent street peak hour volumes were used to calculate site trip distribution.
    a. The largest portion of the traffic is assumed to be coming from/going to 12 Mile Road with approximately 74% in morning peak hours and 60% in evening peak hours (Table 6).

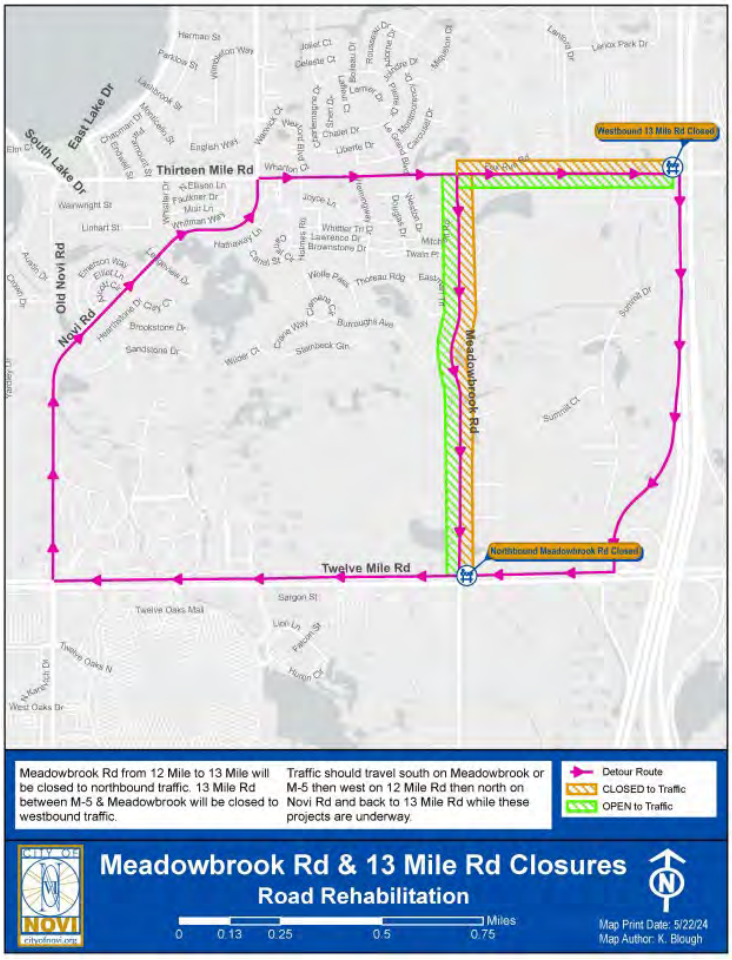
FUTURE CONDITIONS

1. Overall operations at the intersections are not expected to change significantly compared to background conditions, except at the following locations:
    a. LOS C in background conditions are expected to be LOS D in future build conditions:
        i. Westbound 12 Mile Road u-turn at the westbound to eastbound crossover west of Meadowbrook Road in the PM peak hour
        ii. Eastbound Meadowbrook Road at Elm Creek Drive/Site Driveway in the PM peak hour
    b. LOS D in background conditions are expected to be LOS E in future build conditions:
        i. Northbound Meadowbrook Road right-turn at 12 Mile Road in the PM peak hour
2. Eastbound 12 Mile Road at Site Drive #1 has a LOS E (44 seconds), however, the queue analysis indicated a small queue of only two (2) to three (3) vehicles.
3. The following major movements are estimated to experience or continue to experience a relatively higher delay in the future:
    a. Westbound 12 Mile Road through at Meadowbrook Road would have a LOS D in the AM peak hour (20 seconds existing versus 46 seconds in the future).
    b. Southbound M-5 Off-ramp southbound left-turn and right-turn at 12 Mile Road would have a LOS D in the AM (36 seconds in Existing and build conditions) and PM (42 seconds in existing and build conditions) peak hours.
    c. Eastbound 12 Mile Road u-turn at the eastbound to westbound crossover east of Meadowbrook Road would have a LOS D in the PM peak hour (22 seconds existing versus 29 seconds in the future).

CONCLUSIONS

1. The study concluded with a recommendation that would improve the failing levels of service and traffic conditions as shown below. However, it is not clear if the applicant has coordinated such improvement with the Road Commission for Oakland County (RCOC).
    - 12 Miler Road and Meadowbrook Road intersection: Re-stripe the northbound approach (currently provides a through lane and a right-turn lane) to provide dual right-turn lanes; with a shared through/right lane and an exclusive right-turn lane.

2. **AECOM does not agree with the consultant's proposal of restriping the northbound through as a shared through and right-turn lane. The analysis that the consultant carried out to evaluate this mitigation at Meadowbrook Road at 12 Mile Road Intersection is considered a very low volume of traffic on northbound through (5 cars in AM peak hour and 10 cars in PM peak hour, Figure 3). It seems these volumes were influenced by the detour and closing of northbound through traffic due to construction (GLWA 54-Inch Water Main Loop) that has been ongoing for a very long period (February 2022 to August 2024) on Meadowbrook Road between 12 Mile Road and 13 Mile Road as per the image below. The consultant should perform a sensitivity analysis with the volumes growing to the future year by applying a growth rate to a set of volumes when there was no construction (pre-pandemic) and then confirm/explore the mitigation measures.**



Access: Sight Distance, Right-turn Lane and Left-turn Lane

Accesses will also be reviewed under the site plan review and please refer comments provided in the site plan review letter. Please provide detailed drawings showing sight distances and right-turn and left-turn lanes for the proposed site driveways as part of the site plan review. The comments here are based on the level of detail provided as part of the Traffic Impact Study:

- Sight Distance: **The applicant needs to show the sight distance triangle and details on the plan set for further review and confirmation.**
- Right-tun lane: There is currently an existing center two-way left-turn lane (TWLTL) on Meadowbrook Road adjacent to the project site. 12 Mile Road is median divided with left-turn movements accommodated via median U-turns (crossovers) intersections. Therefore, only the right-turn treatment criteria were evaluated at the proposed site driveways. The traffic study concluded that due to high traffic volumes along 12 Mile Road (Table 8), this site driveway qualifies for a right-turn lane according to the RCOC warrant graph. **However, the applicant needs to coordinate with RCOC for geometrical standards and approval for the right-turn taper. The applicant will need to show the right-turn taper details with dimensions and adherence to the applicable standards on the plan set for further review and confirmation.**

RCOC Comments:

The study indicated the site trip distribution for westbound 12 Mile Road to be 33% AM (63 trips) and 28% PM (66 trips). RCOC has some concerns related to the ability of vehicles to weave across the 3 lanes of 12 Mile Rd to enter/exit the site. The applicant should conduct a weave analysis from the nearest cross-overs. This is particularly concerning for the WB to EB 12 Mile Road movement as the M-5/I-696 ramp traffic utilizes this same cross-over.

Should the City or applicant have questions regarding this review, they should contact AECOM for further clarification.

Sincerely,

AECOM

Saumil Shah
Project Manager

Sarah Binkowski, PE, PTOE
Michigan Traffic Engineering Manager

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50850 Applebrooke Dr., Northville, MI 48167

September 10, 2025

City of Novi Planning Department
45175 W. 10 Mile Rd.
Novi, MI 48375-3024

Attn: Ms. Barb McBeth – City Planner

Re: FACADE ORDINANCE
The Grove PRO, JZ24-31, Formal PRO, Revised
Façade Region: 1
Zoning District - Current: OST, Proposed: PRO RM-2.

Dear Ms. McBeth:

The following is the Facade Review for the above referenced project based on the drawings prepared by The Residential Design Group, dated 8/22/25. The applicant has revised The Woods and Clubhouse Options 1 & 2 in response to our prior review. This project is subject to the Façade Ordinance Section 5.15, and the Planned Rezoning Overlay Ordinance (PRO) Section 7.13. The percentages of materials proposed for each façade are as shown in the tables below. Materials in non-compliance are highlighted in bold.

The Vistas	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick or Stone	31%	37%	37%	38%	100% (30% Minimum)
Composite Siding, Horizontal	15%	12%	12%	12%	50%
Composite Siding, Shake	13%	5%	5%	0%	50%
Trim	10%	5%	5%	5%	15%
Asphalt Shingles	31%	41%	41%	45%	50% (Note 14)

The Meadows	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick or Stone	32%	37%	37%	38%	100% (30% Minimum)
Composite Siding, Horizontal	7%	12%	12%	12%	50%
Composite Siding, Shake	19%	5%	5%	0%	50%
Trim	8%	5%	5%	5%	15%
Asphalt Shingles	34%	41%	41%	45%	50% (Note 14)

The Woods	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick or Stone	30%	37%	37%	36%	100% (30% Minimum)
Composite Siding, Vertical	20%	12%	12%	0%	50%
Composite Siding, Horizontal	0%	25%	25%	11%	15%
Trim	7%	6%	6%	5%	15%
Standing Seam Roof	3%	0%	0%	0%	25%
Asphalt Shingles	40%	32%	32%	48%	50% (Footnote 14)

The Pointe	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick or Stone	35%	37%	37%	31%	100% (30% Minimum)
Composite Siding, Horizontal	12%	36%	36%	6%	50%
Trim	9%	5%	5%	3%	15%
Standing Seam Roof	1%	0%	0%	0%	
Asphalt Shingles	43%	22%	22%	60%	50% (Note 14)

All Above Residential Units - As shown above all models are now in full compliance with the Façade Ordinance.

Clubhouse, Option 1 (4,025 SF)	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick or Stone	22%	Not Provided			100% (30% Minimum)
Composite Siding, Vertical	24%				50%
Trim	10%				15%
Standing Seam Roof	1%				25%
Asphalt Shingles	42%				50% (Footnote 14)

Clubhouse, Option 2 (1,830 SF)	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick or Stone	32%	Not Provided			100% (30% Minimum)
Composite Siding, Vertical	21%				50%
Trim	9%				15%
Standing Seam Roof	6%				25%
Asphalt Shingles	32%				50% (Footnote 14)

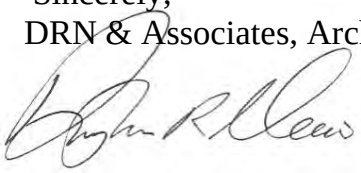
Clubhouse, Option 3 (1,350 SF)	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick or Stone	36%	Not Provided			100% (30% Minimum)
Composite Siding, Vertical	15%				50%
Trim	11%				15%
Standing Seam Roof	0%				
Asphalt Shingles	38%				50% (Note 14)

Clubhouse, Option 4 (620 SF)	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick or Stone	60%	Not Provided			100% (30% Minimum)
Composite Siding, Vertical	0%				50%
Trim	5%				15%
Standing Seam Roof	0%				
Asphalt Shingles	35%				50% (Note 14)

Clubhouse - As shown above all options are now in full compliance with the Façade Ordinance.

Rezoning Overlay Ordinance (PRO) Section 7.13 Section 7.13.2.D.ii.a of the PRO Ordinance requires that the application shall result in an enhancement of the project as compared to the existing zoning and such enhancement would be unlikely in the absence of the use of a PRO." The design of all buildings now meet or exceed the minimum requirements of the Façade Ordinance. Moreover, the designs show a high level of character And attention to detail. We believe the designs for all buildings now meets the requirements of the PRO Ordinance.

Sincerely,
DRN & Associates, Architects PC



Douglas R. Necci, AIA

July 22, 2025

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
Dan Commer – Plan Review Center
Diana Shanahan – Plan Review Center
Stacey Choi – Planning Assistant

CITY COUNCIL

Mayor
Justin Fischer

Mayor Pro Tem
Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

Matt Heintz

Priya Gurumurthy

City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
John B. Martin

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
Todd Seog

RE: The Grove

PRZ24-003
JZ24-31

Project Description:
New Multi residential building complex

Comments:

1. All previous items in letter from developer dated 7/26/2024 are to be addressed. Previous approval was granted by FM Copeland in review dated Aug 28, 2024**.**
2. Building numbers will need to be corrected/adjusted for final plan set. Numbers need to follow a better sequence while driving through complex for emergency access.
3. Fire truck turning radii will need to be re-calculated for a truck length of 48' and adjusted for 50' outside swing radii. Plan set page #SP3.7 indicated a measurement of only 38' truck length. Have this page re-submitted for final review.
4. Plans show a vehicle crossing over wetland area. If this is a vehicular bridge – then this will need to be engineered for Fire lane & Fire Truck access. Bridge will need to support 35 ton weight specifications. Indicate this on final plans.

Recommendation:
Approved with the following conditions, that all items noted above are addressed before final stamping set.

Sincerely,

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

Andrew Copeland – Fire Marshal
City of Novi Fire Department

cc: file

CITY COUNCIL MEETING MINUTES - EXCERPT
NOVEMBER 17, 2025

Mayor Fischer said, as the Chair of the Finance Committee, everything City Manager Cardenas said was a good summary of the findings of the staff, Plante Moran, our representatives and the people on the Finance Committee. The experience Christman brings is second to none. He thanked both firms, called them both "fantastic" and said that it was a hard decision—especially after interviewing them, but they had chosen to go with Christman.

CM 25-11-143 **Moved by Casey, seconded by Martinez: MOTION CARRIED 7-0**

Approval of a contract with Christman Construction to serve as the City's construction manager for the 2025 Public Safety Bond Facilities project, in the amount not to exceed $4,821,079. Final form of the agreement is subject to review and final approval by the City Attorney and City Manager.

Member Martinez said he was impressed that Christman had the support of other local businesses such as the Novi Community School District. He believed having a single, coordinated construction manager working on the projects across the city can help the Novi residents get "the most bang for their buck" even on the projects that we don't oversee. He appreciated the information that was provided and for the Finance Committee making the information digestible to someone "drinking out of a fire hose" at their first Council meeting.

Member Gurumurthy said she'd like to see the overall plan for things like public safety agenda items. She'd like to see the milestones to see if we are on track with finding the construction, etc. She said she would like to see the milestones laid out so we can see how things are progressing moving forward.

City Manager Cardenas said the Finance Administration Committee has tasked Plante Moran and RealPoint with this and they are devising it right now with input from the Mayor Pro Tem and Member Staudt. It will be coming forth to Council soon.

Roll call vote on CM 25-11-143 **Yeas: Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez, Smith**
Nays: None

5. Consideration of tentative approval of The Grove PRO to rezone from Office Service Technology to Low Density Multiple Family with a Planned Rezoning Overlay. The applicant is proposing to develop a 232-unit multiple-family townhome development.

City Manager Cardenas said this was Council's second time having input in this proposed development. Last December was the first time. This is a different incarnation of Council, but they heard Council's comments at that time. Based on those comments, the developer reduced the number of units from 438 to the new, currently proposed number of 232. All the units are now for sale townhome units with over 50% having to option to have a primary bedroom on the ground level to accommodate aging in place. This

comes to Council with a positive recommendation in place from the Planning Commission. The developer was there to answer any questions.

Mayor Fischer turned Council's attention to the developer.

Gary Shapiro, Ivanhoe Company, said he enjoys working with Novi which he has been doing for over 25 years. He said he's quite proud of this project. He said they knew about it 25 years ago, but it started three and a half years ago when the City worked out a new Master Plan. He said Trinity, who they were acquiring the land from, had planned to build a hospital there, but when they realized that this was an environmentally sensitive piece, they got Ivanhoe involved. The end result of the plan is that 47% of the property is conservation easements and open. He said they listened to what Council had said, they went back to the Planning Commission, reduced the amount of units, reduced the zoning so there's minimal variances, and, he said, they enhanced the public benefits to a great degree. He said it's a well-thought-out plan for The Grove and the remaining property. He said they had the opportunity to plan for the future, to disclose to the home owner what's coming. He said on the corner, GMX zoning could be anything. It could be a trophy property to encourage someone to come on. He said Council asked them to enhance their public benefits and they did so by developing a park on the northeast corner of the property to which they are allowing public access. There will be a mile trail for the public to go. Currently, it is only a quarter mile from the Beacon Hill Park at 12 Mile and Meadowbrook. With this new plan, cyclists and walkers will have a longer path. He said they agreed to put the infrastructure over the Trinity property to enhance both the park and the bus stop. He said there are a multitude of enhancements.

Mr. Shapiro introduced Brad Strader, a municipal planner, with whom he has worked on over 25 projects. He said Mr. Strader works with very few developers and Mr. Shapiro is proud to have him as part of the team. Mr. Shapiro turned to Mr. Strader to walk through the changes for those that weren't at the last meeting. He said he'd be available to answer any questions after Mr. Strader's comments.

Mr. Strader said he represents Cincar Consulting and he thanked Council for listening to them. He said since their last visit to Council on December 16, 2024, they have been working really hard to incorporate a lot of things Council, the Planning Commission, staff and consultants had recommended. This is why it has taken almost a year to come back to Council. They had a unanimous recommendation from the Planning Commission, and they wanted to highlight that those changes have been incorporated into their new plan. He said City Manager Cardenas and Mr. Shapiro covered a lot of that, but he wanted to point out a few things. Mr. Strader said for the for sale units, they got rid of the carports and replaced them with garages. They made a lot of changes to the wetland mitigation that will happen on site. He commented that this is pretty rare in his experience working in communities and working with Gary Shapiro. There were a lot of questions from the Planning Commission and Council about the corner parcel. They are working with Trinity and mitigating some of their wetland impacts as well. He said he believes it has been very well coordinated. He referenced Senior Planner Lindsay Bell's report and said they reduced the deviations to ones that staff and the Planning Commission

supported. He said they now meet the architectural standards. He said Council was generally positive, but there was a big list of things they wanted them to change, and he believed they made all of those changes.

Mr. Strader said Mr. Shapiro looks broadly at what's going on when he's working on a project and pays attention to planning. He looked at the commercial that's in the area within walking, biking or e-biking distance. This project will add population to the market area which will support the master plan and the businesses that are in the area. He said they also looked at the different types of residential going on in the area. When they investigated the market further, they realized it was more for owner-occupied housing instead of rental, just as the Planning Commission and Council had said. They came to the same conclusion and that's one of the reasons they made a lot of changes. Mr. Strader rhetorically asked why OST was not appropriate. This was zoned and planned OST for many years, but the wetland regulations, both at the city and state levels, have changed. He guessed that Trinity probably didn't know how much wetland is on the site. He said that if you look at trying to force an OST-type use on this very challenging parcel with all the environmental features, it really wouldn't work for OST. They concluded that they needed to look at mixed use or residential. They had market consultants who said really, this is a place for attached residential because of the fingering and the layering of the wetlands that are out there. They also worked with the Master Plan Committee. He referenced a map from the Master Plan and it calls The Grove parcel one of the transformation sites within the city, which means it's an area where there has been change. For years it was planned for OST without really investigating all the environmental features. Trinity didn't really investigate it, but the Master Plan calls for this as a transformative piece and it called for mixed use residential with offices, OST, but also different kinds of residential. We think we very well fit within the City's Master Plan.

Mr. Strader said there were questions that Council and the Planning Commission had about the corner parcel. They've worked with Trinity to keep out 7.6 acres for a future OST use. He presented a list of the different types of uses that are appropriate for the corner because it's more developable than the rest of the site. The Planning Commission had some concerns that people could move into the residential part of this project and not be aware of what's going to happen at the Trinity parcel. He said they've clearly identified that these types of uses can happen in the future on the corner parcel. It will be added to the condominium documents so that when someone comes into the development and buys a condo, it will be very clear that that variety of uses will be allowed on the corner parcel. He said he thinks a key feature is the Public/Private Open Space & Pathways Plan. They've got about one third of the site that will be open space or about two and a half times the amount of open space that's required by city ordinance. That was partly because of the characteristics of the site. There is a variety of pedestrian pathways consistent with the Novi and multimodal plan. They've got sidewalks and different types of trails. They've got a wider, eight-foot pathway connecting Meadowbrook and 12 Mile. Along the MDOT wetland area is a pathway that will now be public, and people can go out and enjoy the views of the wetland that is hidden from the M-5 connector. They're extending the sidewalk along the Trinity parcel, even though it's off-site, they'll be extending that to make their development much more

accessible to the Beacon Hill trailhead that they worked on years ago on the north side of 12 Mile. This will make a connection between their new open space and the trailhead at Beacon Hill Park.

Mr. Strader spoke about the "Park/Recreation Area" and said that this is just a sampling of some of the amenities that will be offered in the open space areas. There are pocket parks and potentially a pickleball court. City staff put in there that if it's a pickleball court, they will need to do a noise analysis. They work a lot with communities, and they know this can be an issue. In this case, the pickleball would be planned as part of the development so people will be very aware of it when they move in. They'll have playscapes, picnic areas, bike racks and so forth. They'll be adding a bike rack at the new public bus stop as well. He spoke about the four distinct villages and explained this was just a couple of renderings. One of the things the Planning Commission and Council were concerned with was the views from Meadowbrook. They have this big, open space in the middle with lots of landscaping and most of the development will be hidden from Meadowbrook. He spoke about the MDOT wetland abutting the development and said there will be a trail along there that will let people, public and residents enjoy the views of the trail. He said there are four different villages and each one will be unique in terms of its architecture and style. One thing that was very important to the Planning Commission and Council was having these first-floor units appeal to seniors. They had to work with the architects to revise the interior drawings so we could accommodate that. There's some variation in the types of units and about 80% of the units abut open space.

Mr. Strader said they've worked on the PRO benefits, including the 12 Mile open space park Beacon Hill Park improvements which is an offsite improvement. It's important to them, too, because they were the owners of Beacon Hill. They want to get the commercial along 12 Mile activated. They think adding additional benefits or amenities to the Beacon Hill Trailhead Park would be important. He said regarding the bus stops, they have worked with SMART to move the bus stop that is on 12 Mile Road to be by their site entrance. They believe they will get more riders from this development. This will also give people more access to use SMART to go to employment centers or shopping. This will be an advantage to residents on the north side of 12 Mile as well as residents of this development. It will also benefit Trinity Health in the future. He said they are going to have a conservation easement for the wetlands, which will be part of the development agreement or the PRO agreement. He added that they have benefits such as the diversity of housing types, flexible floor plans, and the four different villages.

Mr. Strader said traffic is always a big issue in Novi. By going from OST to this type of development and lowering our density by almost 50%, they are about 80% less traffic than the typical OST users. That's about a 40% drop from the plan they presented 11 months ago. He ended by stating they still believe that OST is not appropriate for this site. The Planning Commission also agreed with that. They believe their design is consistent with the environmental features of this area and consistent with the development going on in the area. They would be adding population to the residential or commercial market. HE said they've worked hard with Council and the Planning Commission, staff and

consultants to nestle this development into this challenging site. He thanked Senior Planner Lindsay Bell and all the staff for their tireless effort.

Mayor Pro Tem Casey said she had a question that was not specific to the development. She said they talk a lot about wanting to see new units that are "senior friendly," with first-floor living where the owner suite is on the first floor. They say that a lot, the Planning Commission says that a lot. It's in our Master Plan now and is a focus of what we'd like to see coming in. She asked if there were any benefits to a developer to building units or houses where all of the bedrooms are on the second floor versus having the owner suite on the first floor and then the extra bedrooms up on the second floor. She asked if there is any cost differential or any economic benefit to doing that or, in the end, are the costs equal regardless of where the developer puts the owner suite. Mr. Shapiro answered that the difficulty in offering first-floor master suites is that they take up too much floor space so you get much less density. The frustration developers all have is attainability, and townhouses provide more cost attainability. A townhouse can be skinnier because you've got the living areas and the kitchen going up. He gets asked this question in a lot of communities where people ask why they don't build nice, wide ranches with the kitchen looking out and the bedrooms down the hall. The problem is the density gets cut in half and with the price of land, development costs are not going down. There are costs to build roads and infrastructure. There are costs of going through the various environmental commissions and dealing with the details. All these things bring the cost up. It's very difficult to do it. In this case, we've made it attainable. We've said that up to half of these units could be first-floor masters. A lot of people are going to choose to have their bedrooms upstairs because it'll be the price. Design-wise, the skinnier the unit, the smaller the floor template and the impervious surfaces, the more cost-effective it is.

Mayor Pro Tem Casey said that answered her question perfectly. She had assumed as much, but she thanked him for giving her the official, appropriate answer. She then wanted to ask more development-specific questions. She told him she is very pleased with how the development has changed since the first time they saw him. She appreciates the reduction in density as well as the focus on trying to protect the natural features. She said that obviously, they will have to take down some trees, and they will have an impact of some measure on the wetlands, but she appreciates the changes to the design to minimize the amount of trees that will need to be taken down and the impact on the wetlands. She also appreciates that they simplified the number of variances and aligned them with staff's approval because that matters to her. When staff says they are supportive of a deviation, she will generally support them. Mayor Pro Tem Casey said that when you look at the number of units that have been laid out that are going to be with the first-floor owner suite, she is so appreciative that Ivanhoe heard them and made the change. She said she assumed it was about 100 units. She asked to see the renderings up on the screen. She said the way they're all laid out, they look like ranch units on the end and the two-story units in the middle. She asked if perspective buyers could choose the owner-suite floor plan for the middle units. Mr. Shapiro said they will offer the units. For the units that are 30' wide, people can pick a first-floor master suite or a ranch. They may not buy any of these ranches. They may buy just the first floor. If you look at more of the detail on the plan, the 24' wide envelopes fit the townhouses

and the 30' pick the master suite. It's designed for flexibility. That's one really nice thing about this community. We can offer it to the public. They may all want townhouses. We have made the provision and committed to building not more than 232 units which provides the ability for them to choose. We'll start off with one village and go from there. The width of the envelope dictates the opportunity to get a first-floor master.

Mayor Pro Tem Casey thanked him and said they had an Older Adult Needs Committee that was active a couple of years ago. One of the greatest pieces of feedback that they heard was from people who live in Novi in a big family home and would like to move into something smaller and, in many instances, have everything on one floor. There wasn't that kind of inventory in Novi. They were staying in their big homes because they weren't ready to go into assisted living or into a senior living facility. Her hypothesis is that this new development will meet a pretty significant need for residents in Novi who want to move into units that are smaller, but still high quality. She said she believes that with this design and plan, they are starting to fill a need. Mayor Pro Tem Casey asked what they might be listing these units for. Mr. Shapiro said they don't know yet, but guessed that they will be priced in the high $500,000-$600,000 and maybe more, depending on the options. Mayor Pro Tem Casey said having a ballpark number was helpful, understanding that they are in the early stages. She said the benefits they listed are absolutely true public benefits. She really hopes that as a community, they put in some public art in the Beacon Hill project. She mentioned that last time. Regarding the shared pathway that runs from 12 Mile through the development, she didn't think it is a true public benefit. She didn't know how many people would take that path to cut through the neighborhood versus going around it. She thinks they would need to put a lot of signage up to let people know about it. She believes everything else they offer should be considered a public benefit. She asked Planner Bell about the screening between the development on the north, the Trinity property, and the south. Will it all be accomplished on this property or will the Trinity property need to add screening? Does anything down to the south need screening as well? Planner Bell said she believes that Trinity will need to provide some screening. They are preserving some trees and planting additional buffer trees. She asked Mr. Shapiro if they know about the grading there. Mr. Shapiro said the project is designed to save the trees. The elevation is approximately the same. They earmark or tag all the trees they can save. They are putting in three rows of elaborate trees. They want it so they'll be buffered well between the properties. There is a large amount of natural vegetation that runs about halfway up and all the way around. Three quarters of the site is buffered by natural vegetation and then they'll plant hundreds of trees. Planner Bell said that the setbacks on the Trinity piece would potentially allow a lot more of the existing vegetation to remain. It would depend on how that site is designed, but there is potential for that. There are a couple rows of planting on the south side. If additional development came in to the Meadowbrook Corporate Park, there may need to be additional screening, but it is substantial on that side.

Mayor Pro Tem Casey said municipalities, in general, will need to take a firmer look at pickleball courts and the noise that is created when people play pickleball. Within the PRO, if the ordinance is kept as is, and there are no changes in the ordinances regarding pickleball, and the development gets built, what happens if the ordinance gets

changed. Does the development get grandfathered in? She says she knows she's asking a hypothetical question, but it is a conversation that comes up with residents who are concerned about pickleball courts. Birmingham was a prime example of a community that had a lot of challenges with pickleball, specifically the noise. City Attorney Schultz said it depends on what ordinance you design and adopt whether you provide for some nonconformity, grandfathering in or whatever. Now is a better time to plan for that. If there's something we can do now design-wise to mitigate that, we'd be better off talking about that now. We may be able to put something into the agreement that talks about them cooperating with the City to meet ordinance requirements as best they can. Mayor Pro Tem Casey thanked City Attorney Schultz, said that she ceded that thought and said she appreciated his time.

Member Smith said he appreciated reading the proposal that said what Ivanhoe is building and why they want to build it. He said that was helpful for him. He appreciated how Ivanhoe identified and disclosed what might happen on the Trinity parcel to any of your future owners. He said that will prevent headaches for everyone involved later. He agreed with all of the questions his colleague asked. He really appreciated the preservation aspect of this project, of cutting down the number of units and improving or saving more greenspace, more wetlands and mitigating the wetlands on site. He said we can tell the water where to go, but it doesn't necessarily want to go there, so it's good to do it close by. Member Smith said there is some flexibility when you build these buildings with different floor plans that the buyers can buy. He appreciated what Ivanhoe talked about with environmental aspects like having the in-garage car charger wiring all present. He said the bike storage is great because he thinks a lot of people will be biking through this development. He asked if the developer would go further. For example, if a resident or a potential resident came up and said they're interested in solar, could they prep the roof for solar and/or install solar as you're building it. He also asked about in-ground heat exchangers. He said he likes the on-demand hot water and he considers that to be a good savings. He asked if Ivanhoe would consider adding a recirculation system so a resident can reduce the amount of time and the amount of water they waste waiting for water to get hot in a far-off tap. He asked if that would be an option or if are things pretty much decided as far as floor plans go. Mr. Shapiro said they selected a list which is in the proposal of the items they will be providing. They will provide the electrical for solar to be added and the prepping for the add-ons to be added, but they don't provide those as options for their for-sale program. Member Smith commented that that would be a hard part after the building is built. Mr. Shapiro said they haven't seen a large demand for it. He said we all want it, but it's fighting back and forth between attainability to offer it as a standard feature. Member Smith said he's glad to see the things they did put in there. He thinks that was forward thinking. He said there are 252 tree credits they'll be replacing on site. He asked how many that left to go into the tree fund. Mr. Shapiro said he didn't have those numbers on hand, but that it's quite a substantial number in the hundreds of thousands of dollars. Planner Bell said this would all be refined in the site approval process, but the preliminary number right now is they would require 3,143 tree credits, then subtract the 250 from that. Member Smith thanked her. He said overall, the plan is very well researched and is forward thinking and that he plans on supporting it.

Member Heintz thanked Ivanhoe for really listening to City Council and the staff. He said it's great to see that adjustments that were made including the amount of open space, the wetlands mitigation done on site and so forth. He asked about the park on the northeast corner off of 12 Mile. He wanted to know if there will be any parking spaces or availability to the park for nonresidents to be able to use the space. Mr. Shapiro said no, it's really a passive, quiet park. He said they added a substantial amount of bike racks and benches. That park connects to the Beacon Hill park less than a quarter mile away where there is parking. It's driven to the walkability and bicycling tenor of what you like in Novi. There is no parking at that location. Member Heintz said that you have Novi residents who are trying to walk through that trail. He said he assumes that there would be opportunity, within the development area, to park in the street in order to use that space. Mr. Shapiro said they can park at Beacon Hill or just come off the trail. He said they're at the major thoroughfare of the MDOT trail which goes down Meadowbrook and 12 Mile Road. Beacon Hill Park does have parking spaces not far away, but it'll be more driven to walkability and cycling. Member Heintz said he lives just two miles south of there and he could see a large interest in trying to look for pockets of nature, to get in there and appreciate it. He believes other residents would agree with that and that making it accessible to anyone would be a great look. He appreciated the different aspects that are already included. He also appreciated the sustainability design features they included. He also appreciated the city staff having a specific summary in the executive summary about all they have done to make the sustainable design features straight up and apparent. He said it is very nicely done. He said it shows the importance of that for them as well.

Member Heintz said it has been mentioned to him that there are lots of different pieces such as road impact assessments and different features and what would be the impact about trying to plan the development. He asked if there is the potential or the possibility for future development proposals to also incorporate school district impacts about the number of new families that would be in an area and how that would potentially be factored in to school districts in this area. City Manager Cardenas said that with any new development, it is a part of the conversations that he has with the superintendent in their regular meetings. It's contingent on the developer to determine the number of families that will be a part of that new development. He said he's not sure if there is a ratio that they use to figure that out. Some of the developments are more catered toward aging in place. He doesn't know if there is an algorithm they can use to determine how many families will be moving in. Depending on where the development is, we would be in contact with our friends at South Lyon, Walled Lake and Northville schools. That is something that our Planning Department has been keeping track of. When something gets approved, it's not necessarily built such as The Bond or Sakura. We need to keep them engaged on whether it's approved and when it is going to be built. Member Heintz said whenever they could have that be a piece of things, that would be helpful, especially in the case of trying to decide if there is any more room for kids, etc.

Member Martinez said that although he was not sitting up there the first time this came before Council, he had the opportunity to get caught up on the original proposal. He said he remembered ten, maybe twelve years ago, the City had a presentation on

placemaking, making sure the City had room for everybody at all stages of life. He said the Mayor Pro Tem "knocked it out of the park" with her questions of the developer. A need had been identified. He said "placemaking" has a loaded connotation where people don't know exactly what it means, but from his vantage point, this appears to be placemaking at its finest. He said he appreciated the thought that went into this, the variety of housing and how the density is now appropriate for that area. He said he believed that it was in the Walled Lake School District and that was confirmed. He said he agreed with Member Heintz that, to the extent that they're able to, he'd like to get some feedback from the district as to how or whether this is even something they can quantify in terms of how it may affect their tax base. He believed there is some data they can get there, but that is a conversation for another day. He thought the project offered enough public benefit that he felt like he could support it.

Member Gurumurthy said she echoed the comments that had been shared. She appreciated the extensive collaboration that has happened since the last meeting. This new plan reduced the number of units from 438 to 232 and it offers opportunities for seniors to purchase the units. She appreciated the environmental sustainability and how it clearly stated all of the different energy efficient and best practice designs. That was very helpful as were the deviations that were reduced from 16 to 7. As the zoning was originally OST, the building would have had a much larger impact on the wetlands. She believed this development was much better in that regard, especially because the mitigation can take place on site. Member Gurumurthy said there were no visitor spots provided on the semi-drive north of Elle Parkway. She said she wants to understand that a little bit more and make sure that there are enough spots and that parking is not a problem. She said the notes said to consider allowing parking along one side of 28' wide streets for extra visitor parking, especially on the semi drive north of Elle Parkway. Planner Bell said that would have been a certain stretch of road and the thought was that if there was no parking provided at the parklet in this area, perhaps people could park along the road and walk up. That is where it was suggested. They are not deficient in overall parking, but it was just a thought of how people could get to the park to enjoy it. Member Gurumurthy said that is a great point. She said that if we want the public to come and enjoy the park, she believed it was important to have additional parking as suggested. She requested that to be considered. She said the phased approach is not shown right now, but it would be very beneficial to see that down the road. She asked about the timing of the project. Mr. Shapiro said that if the economy stays good and they get their approvals, it'll take them about six months to engineer it, and they could start after that. The timing will partly depend on the weather and getting their final entitlements from the City of Novi, EGLE, the other municipalities, the road commission and so forth. The goal is to start within the year. Member Gurumurthy confirmed that that would be 2026 and Mr. Shapiro said yes. Member Gurumurthy said they looked at her other comment about an active mobility plan, and she thinks they have done a great job making it a walkable community. She said when she talks to people who are 55 and older, they always say that having sidewalks with benches would be helpful. She asked them to please design the sidewalks that way. She said moving the bus stop is a good idea and she requested that it be covered. Mr. Shapiro said they are working with MDOT on that, but MDOT did not want it to be covered, but they will go with the specifications that they work out with

them. Member Gurumurthy said she would like to request that they consider covering it because she sees people standing there in the winter when she drives down 12 Mile and she believes it would be good if it were covered.

Member Staudt said they checked most of the boxes the Council brought forward eight or ten months ago. He said they seldom have developers who listen to them, so they very much appreciate that Mr. Shapiro listened. His primary question was how long they anticipate that this development will take to build. 12 Mile and Meadowbrook have been inundated with construction there for the past five years. This project will have a lot of construction traffic, and he doesn't want to see that going on for five, six or seven years. Mr. Shapiro said his goal or wish is that it'll be done in two to three years, but it's always predicated on the economy. He believed there is a high demand for this and if the economy holds and they start, he believed they could be done in a three- to four-year period. He said one nice thing about this is there are three access points to it. Each village will be done one at a time or connecting. The construction will be dissipated. There will be construction traffic on Meadowbrook and around, but it is economically driven. Member Staudt said he will not let Mr. Shapiro get away with not giving him an answer on what he believed the price points on these units will be. He said that Mr. Shapiro said $500,000 or the high $500,000s. Mr. Shapiro agreed. Member Staudt said that our experience in Novi is that the high $500,000s turn into low $700,000s. He said he's looking at these units, especially the ranches. He asked if all of the units have sidewalks in front of them. Mr. Shapiro said yes. Member Staudt said they had talked about having all garaged vehicles which he thinks makes a huge difference for the appearance. Member Staudt said he would not support anything that had carports because carports make things look low-end. He said clearly Mr. Shapiro listened because what they are presenting looks attractive and high-end. He congratulated Mr. Shapiro and said they have done everything they need to do to get City Council's approval. He is looking forward to this getting built. Member Staudt asked Mr. Shapiro if they were anticipating having a waiting room outside the owner suite on the main floor. He said as someone who climbs stairs, it's sometimes nice to just sit outside your bedroom and have a place to sit and watch TV as opposed to having to go to the second floor for everything you do. That's something to keep in mind. He's excited to see this project move forward. It's first class. He said he's been here a long time and he's dealt with Mr. Shapiro on other projects that have turned out to be great. He believes this one will be a great one, too.

Mayor Fischer commended Mr. Shapiro and said they have had a couple of developers who have recently gone through the tentative PRO process, taken the feedback and incorporated that and worked hard with staff. He thanked the staff for working so hard and collaborating with Ivanhoe. It makes the process a lot easier when there is discussion back and forth. He thanked Mr. Shapiro for listening to Council. A lot of things have been said about the conservation, the open space, and the lower impact on traffic. He said his big thing was making sure the parcel right on the corner will be marketed and developed at some point in the future. He's happy that Ivanhoe incorporated that. That was very important. The last thing we want is new residents to the City of Novi to come in and think that there are preserved areas and then, suddenly, they feel like we're stabbing them in the back when that was never the intention as a Council.

CM 25-11-144 **Moved by Casey, seconded by Staudt: MOTION CARRIED 7-0**

Tentative indication that Council may approve the request of Ivanhoe Companies for The Grove JZ24-31with Zoning Map Amendment 18.745, to rezone from Office Service Technology (OST) to Low Density Multiple Family (RM-1), subject to a Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan, and direction to the City Attorney to prepare the PRO Agreement including items A through C:

A. **All deviations from the ordinance requirements shall be identified and included in PRO Agreement, including:**

1. **A Zoning Ordinance deviation from Section *3.1.7.D* to reduce the building setbacks from 75 feet to 50 feet along the north, east, and south property lines, *as sufficient screening appears to be proposed.***

2. **A Zoning Ordinance deviation from Sec. 3.8.2.D to revise the required orientation of the buildings from a minimum of 45 degrees in certain locations. This allows for a more uniform site layout with all of the units backing up to open space/wooded areas.**

3. **A Zoning Ordinance deviation from Sec 3.8.2.H to reduce the building separation distance from the calculated formula as shown on the Building Separation Table on Sheet SP-3.6 of the PRO Plan. *This deviation enables the layout of this project to fit within the available space while minimizing wetland and woodland impacts.***

4. **A Zoning Ordinance deviation from Section 5.10 allows for perpendicular parking on the major drives. This deviation is requested due to the impracticality of providing a minor road (defined as less than 600 feet in length) given the site constraints (woodlands, wetlands, and property configuration). *Perpendicular parking for guests is proposed on four Major Drives (Simi Drive, Beckham Drive, Elle Parkway, and Ari Crest) in several locations, where driveways are also proposed. The parking spaces will not cause any more disruption on the roadway than cars that will be backing out of the driveways.***

5. **A Zoning Ordinance deviation from Section 5.10 to allow on-street parking on curves with less than a 230-foot centerline radius. *The deviation is supported as the***

parking spaces will not cause any more disruption on the roadway than cars that will be backing out of the driveways.

6. **A landscape deviation from Section 5.5.3.A.ii to not provide a 4-foot, 6-inch to 6-foot-high landscape berm on a proposed RM-1 district adjacent to an OST district on the east and south side. *This deviation is supported because of topography and the provision of dense landscaping along both property lines.***

7. **A landscape deviation from Section 5.5.3.B.ii for the required greenbelt berm and plantings along 12 Mile and Meadowbrook Road due to the existing natural areas to be preserved, and a heavily landscaped detention basin.**

B. The following conditions shall be requirements of the PRO Agreement:

1. **Preservation of approximately 10 acres of City regulated woodlands and woodland replacements in a conservation easement.**

2. **Preservation of approximately 15.5 acres of City regulated wetlands and wetland mitigation areas in a conservation easement.**

3. **Removal of invasive species within the existing wetlands on site.**

4. **Density shall not exceed 4.2 dwelling units per acre (More limiting than the dwelling units per acre allowed in the RM-1 District).**

5. **Providing the community amenities shown in the PRO Plan.**

6. **As an option, a clubhouse could be placed where the pickleball court and playscape are currently shown. The design of the clubhouse would need to meet Façade ordinance requirements at the time of site plan approval.**

7. **Dedication of 1,650 linear feet of Right of Way on Meadowbrook Road.**

8. **Building height will be limited to 30 feet, which is more limiting than the 35 feet permitted in the RM-1 District.**

9. The traffic improvements as shown on the PRO Plan.

10. If pickleball court(s) are proposed at the time of Preliminary Site Plan submittal, a noise impact statement shall be submitted showing that the activity, with any noise mitigation measures required, will comply with the City's Performance Standards.

11. Sustainable design features will include:
- **a. Pre-wired garages for one 240-volt EV charger.**
- **b. All appliances used within the development must be EnergyStar-rated or applicable equivalent standards.**
- **c. All applicable plumbing fixtures shall be WaterSense labeled or applicable equivalent standard.**
- **d. Building material on the exterior façade of a majority of the exterior elevations are energy-efficient, durable, and low maintenance, including brick and composite siding.**
- **e. Use of energy-efficient glass/glazing.**
- **f. Use of energy-efficient insulation materials.**
- **g. Offer a tankless water heater option.**
- **h. Install smart scheduling technology for sprinklers.**
- **i. Multi-modal non-motorized pathway network and infrastructure as shown on the PRO plan that reduces emissions and promotes pedestrian connectivity with bike/pedestrian friendly streets, and bicycle parking in units throughout the site.**
- **j. Benches will be made with recycled materials will be used throughout the open space areas.**

C. This motion is made because, depending on finalization of an appropriate PRO Agreement, the proposed use of the PRO and RM-1 zoning district can be a reasonable alternative to the General Mixed Use with a Planned Unit Development recommended in the Future Land Use Map, and fulfills the intent of the Master Plan for Land Use, and because of the resulting benefits including:

1. A one-acre park area, accessible to residents and the general public, with pedestrian and bike rest stop area, at the northeast corner of the site along 12 Mile Road. The applicant states a public access easement will be placed over the park area.

2. **A one-mile loop Grove nature area trail, accessible to residents and the general public, that extends from the newly created park area described above, along the east property line of the Property, providing scenic views of the adjacent 30-acre natural wetland area as well as natural features of the Property. The applicant states a public access easement will be placed over the trail area.**

3. **In order to address the impact of additional use of Beacon Hill Park by the new residents and planned access and interconnectivity for Novi residents and Grove Nature Trail, Developer agrees to provide the City with $25,000 to be used by the City at its discretion, for Beacon Hill Park improvements, art, services and/or maintenance.** ***Enhancements of the public trailhead would benefit the overall community.***

4. **Consistent with Novi's mobility plans, over 700 feet of 10-foot-wide pathway/sidewalk, off-site on the south side of 12 Mile Road to create a connection from the existing bike path, located along the east side of Meadowbrook Road, and the new sidewalk being constructed with The Grove.** ***The provision of this missing sidewalk segment enhances connectivity of the project area and benefits the public.***

5. **Relocating the SMART bus stop to the east and enhancing the area with landscaping and seating along 12 Mile Road, which is supported by SMART. Additional bike parking has also been added for a total of 8 spaces. Maintenance and public access agreements would likely be required.** ***This would be considered a benefit to the public.***

6. **Approximately 1/3 of the property will be open space with most of the units abutting or overlooking open space and nature areas (1.65 acres usable open space required, 5.97 acres proposed).** ***Exceeding the Ordinance requirement for usable open space qualifies as an enhancement that could not otherwise be required.***

7. **Consistent with Novi's mobility plans, construct an 8-foot wide shared-use pathway within The Grove to provide pedestrian and bicycle connectivity between Meadowbrook Road and 12 Mile Road.** ***The applicant states a public access easement will be placed over the pathway, so the pathway would be considered a benefit to the public at large.***

8. **Proposed conservation easements protecting approximately 10 acres of woodland and woodland replacement areas and 15.5 acres of wetland and wetland mitigation areas. *The provision of conservation easements to protect the natural features, which represents over 47% of the property, is considered an enhancement that will benefit the public at large.***

9. **Decrease in density from what would be permissible in the RM-1 zoning district (4.2 units per acre proposed, up to 7.3 units per acre permitted), *which is a site-specific limitation that is more strict than would otherwise apply to the zoning district and is considered an enhancement of the project.***

10. **Dedicate right-of-way (60-foot width) along the entire Meadowbrook Road frontage, an approximate length of 2,166 feet. The total land area to be dedicated is approximately 2.5 acres, *which is a benefit in the interest of the public.***

11. **The Façade review notes that the design of the buildings meet or exceed the requirements of the Façade Ordinance, and the high level of character and attention to detail represents an enhancement of the project that would be unlikely in the absence of a PRO.**

12. **The benefits to the City from the proposed multiple family development as proposed outweigh the detriments.**

Roll call vote on CM 25-11-144 **Yeas: Fischer, Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt**
Nays: None

6. Appointment to the Planning Commission.

Mayor Fischer said this was a Mayoral appointment and nominated Sobha Reddi.

CM 25-11-145 **Moved by Casey, seconded by Staudt: MOTION CARRIED 6-1**

Approval of the Appointment of Sobha Reddi to the Planning Commission.

Roll call vote on CM 25-11-145 **Yeas: Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer**
Nays: Martinez

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Consideration for tentative approval requested by Avalon Investment Group, LLC, for Camelot Parc Townhomes, a 22-unit for-sale townhome development.

SUBMITTING DEPARTMENT: Community Development Department - Planning

KEY HIGHLIGHTS:

- At the February 23rd meeting, the City Council postponed action directing that this matter return to Council on March 23.
- On March 12th, the applicant shared an unsigned agreement as presented to representatives of the Villas at Stonebrook, incorporating a private road maintenance repair contribution, scope of work, and square footage calculations. Other items unrelated to the cost and scope may be added to the agreement following another meeting between the parties.
- Updated plans in this packet include an additional bench/fitness station and more trees along the pathway to the mitigation area. The applicant's presentation slides are also included in the packet.
- To satisfy the requirement of the Zoning Ordinance that the project "will result in a recognizable and substantial benefit to the ultimate users of the project and to the community," the applicant proposes conservation easements and enhancements to areas to be preserved, as well as a donation to fund improvements to the adjacent Wildlife Woods Park pavilion and restrooms, which are expected to be utilized by residents of the development.

BACKGROUND INFORMATION:

The applicant is proposing a Planned Suburban Low-Rise Overlay (PSLR) Concept Plan to construct 22 for-sale townhome units on the east side of Wixom Road, north of Eleven Mile Road. The homes will be in five low-rise (2-story) buildings with a proposed density of 2.7 units per acre. The concept plan indicates the main entrance to the development off Stonebrook Drive, with secondary emergency-only access provided on the west side directly to Wixom Road. The applicant is proposing a trail for residents through the open space areas and proposes wetland preservation and mitigation on-site. Low rise multiple family is considered a Special Land Use in the PSLR overlay.

In the PSLR Overlay, low-rise multiple family residential uses are permitted as a special land use up to 6.5 dwellings per acre. As stated in the Ordinance: "The intent of the PSLR, Planned Suburban Low Rise Overlay district is to promote the development of high-quality uses, such as low-density multiple family residential, office, quasi-public,

civic, educational, and public recreation facilities that can serve as transitional areas between low-intensity detached one-family residential and higher intensity office and retail uses while protecting the character of neighboring areas by encouraging high-quality development with single-family residential design features that will promote residential character to the streetscape." The PSLR district requires a Development Agreement between the property owner and the City of Novi, which may be approved by City Council following a recommendation from the Planning Commission. This is the same type of development agreement that the Villas at Stonebrook was approved under.

The access easement to the property from Stonebrook Drive was a condition of approval in the PSLR Agreement for the Villas at Stonebrook in order to limit the number of driveways with direct access to Wixom Road, in the interest of safety. The applicant has proposed to contribute to the maintenance costs for Stonebrook Drive, which would need to be formalized in a private agreement between the two communities. The proposed development is largely in conformance with ordinance requirements, with requested deviations noted in the suggested motion. About half of the property contains natural features, which has caused the remaining area to be more densely developed, leading to the need for these deviations.

This property had previously been proposed for a development a few years ago that included 46 apartment units in 3 buildings. One of the big concerns at that time was the density and open parking areas. The current proposal eliminates much of the surface parking by providing 2-car garages for each unit. The number of units has also been reduced by more than half, which reduces the traffic generated.

Special Land Use Conditions

When the PD-2 Option is utilized, all uses fall under the Special Land Use requirements. Section 6.1.2.C of the Zoning Ordinance outlines specific factors the Planning Commission shall consider in the review and recommendation to City Council of the Special Land Use Permit request. The Planning Commission reviewed and recommended approval of the Special Land Use request with the findings provided in the Recommended Action section of this document.

Staff Reviews and Ordinance Deviations

All staff and consultants have reviewed the proposed concept plan and recommended approval having found the plan to generally be in compliance with the stated intent of the PSLR Overlay District which is to:

"*Promote the development of high-quality uses, such as low-density multiple family residential, office, quasi-public, civic, educational, and public recreation facilities that can serve as transitional areas between lower-intensity detached one-family residential and higher-intensity office and retail uses while protecting the character of neighboring areas by encouraging high-quality development with single-family residential design features that will promote a residential character to the streetscape.*"

Section 3.21.1 permits deviations from the strict interpretation of the Zoning Ordinance within a PSLR Overlay agreement. These deviations may be granted by the City

Council on the condition that "*there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District.*" The applicant has provided a narrative document describing each deviation request and substitute safeguards for each item that does not meet the strict requirements of the Zoning Ordinance.

PSLR Overlay Procedures

Section 3.21.3.B of the Ordinance provides the general review standards for use of the PSLR project: (i) it will result in a recognizable and substantial benefit to the ultimate users of the project and to the community; (ii) it will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment; (iii) it will not cause a negative impact upon surrounding properties; and (iv) it will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article.

At its September 10, 2025, meeting the Planning Commission held a public hearing, and reviewed the PSLR Overlay Concept Plan and other information relative to the PSLR Overlay Development Agreement Application. The Planning Commission has provided a favorable recommendation to the City Council of the PSLR Overlay application and Concept Plan, subject to a number of conditions (see attached minutes).

The City Council is asked to review the application and take one of two possible actions under Section 3.21.3.C of the zoning ordinance:

(a) Indicate its tentative approval of the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan, and direct the City Administration and City Attorney to cause to be prepared, for review and approval by the City Council, a PSLR Overlay Development Agreement; or

(b) Deny the proposed PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan.

If tentative approval is granted, following preparation of a proposed PSLR Overlay Development Agreement, the City Council will be asked to make a final determination regarding the approval of the PSLR Overlay Concept Plan and Agreement. Following final approval of the PSLR Overlay Concept Plan and Agreement, the applicant could proceed with the standard site plan review and approval procedures outlined in Section 6.1 and Section 3.21of the Zoning Ordinance.

Updates following City Council's December Postponement

Following the discussion by the City Council on December 1, 2025, the applicant revised the PSLR Plan to accommodate additional private and active open space within the site. The plan now shows a 10-ft by 26-ft area behind each unit to be available as private open space, so that the project now exceeds the requirement of

the Ordinance. The nature trail has also been connected to Wixom Road, which will permit public access over the majority of the walking path. The requirement for 10% active open space has now been met. However, because the passive open space on the site is so large, the active open space is still below the 50% of total open space requirement. Over 50% of the site is to be preserved in a conservation easement, offering permanent protection to woodland, wetland, and wetland mitigation areas.

Given the proximity of Wildlife Woods Park and the likelihood that new residents will utilize the park, the applicant proposed a financial contribution to help improve the park. In a letter to the City dated November 17, 2025, the applicant proposes to provide funding ($30,000) to put toward a list of improvements to Wildlife Woods Park pavilion and restrooms, which were identified as needed:

- New roofing
- Seal and paint the pillars and exterior gutters
- 2 new steel picnic tables
- Improve the lighting and add security cameras
- Epoxy bathroom floor
- Paint restrooms
- Install new faucets
- Repair concrete behind pavilion
- Install bathroom partition wraps

In addition, the developer stated they will enhance the habitat of the remaining natural features to be preserved on the property by removing invasive species, providing native plant seeding to promote the growth of desirable wetland species, placing habitat structures within the emergent wetland areas, and planting additional trees in the mitigation areas.

Updates following City Council's February Postponement

Following the City Council's discussion at the February 23, 2026 meeting, the applicant has indicated the following changes were provided on **updated plans**:

- Adding an additional bench/fitness station
- Revision to the landscape plans adding more trees along the pathway in the mitigation area.

On March 12, the applicant sent an email to staff sharing a detailed document "**Contribution for Maintenance and Repair of Private Road**" stating the following:

> *Please find a copy of the agreement presented to the Villas incorporating the percentage contribution and scope of work along with square footage calculations per our agreement. I know the Villas are discussing some other items unrelated to the cost and scope which may be ultimately incorporated into the agreement after we have our zoom meeting which I expect prior to the meeting.*

The following statements are included in the draft agreement (full agreement provided later in this packet):

- Developer desires for Camelot HOA to contribute 25.0% of the cost for snow removal and salting of Stonebrook Dr. and adjacent sidewalks, lawn service, tree maintenance, irrigation and electric for areas along Stonebrook Dr. from Wixom Rd. to the entrance of Villas at Stonebrook including repair and maintenance of the Access Road Easement and Stonebrook Dr upon the completion of the development site improvements and receipt of a certificate of occupancy for the first townhome.
- Camelot HOA shall also be responsible for and shall contribute to Villas 25.0% of the approved cost for the maintenance and replacement of trees along Stonebrook Dr., including the repair and maintenance of Stonebrook Dr from Wixom Rd. to the entrance of the Villas at Stonebrook Dr.

As of the date of the preparation of this packet, the Villas at Stonebrook HOA has not indicated they have accepted this offer. The draft Contribution Agreement from March 12, 2026 is in the packet. The terms of the agreement are subject to change as negotiations continue between the parties.

RECOMMENDED ACTION:

Tentative approval of the request of Avalon Investment Group, LLC, JSP25-02, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan for the Camelot Parc Townhomes based on the following findings, City Council deviations, and conditions, with the direction that the applicant shall work with the City Attorney's Office to prepare the required Planned Suburban Low-Rise Overlay Agreement and return to the City Council for Final Approval:

1. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. [*The applicant proposes a walking trail through a 0.92 acre area of woodland to be preserved, which meets the10% site area requirement. Most of this nature trail will be publicly accessible from an entrance on Wixom Road. There are benches in separate locations as enhancements of the common open spaces shown on the site. Much of the property is wetland area to be preserved and wetland mitigation, with over 50% of the site to be placed in conservation easements. Removal of invasive species, native seeding, and habitat structures for wildlife are proposed to enhance the natural features of the property. The site would have a connection to Wildlife Woods Park, the extensive pathway system within Ascension Providence Park hospital campus to the east and ITC Trail. The applicant also proposes to contribute to a list of improvements to the Wildlife Woods Park pavilion and restrooms as a benefit to the larger public.]*
2. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. [*The estimated number of daily vehicle trips is 132, which is less than the 750 trip*

threshold for a Traffic Study. Peak hour trips also do not reach the threshold of 100 trips (Estimated: 5 peak hour AM trips, 10 peak hour PM trips). The proposed use is expected to have minimal impacts on the use of public services, facilities, and utilities over what the underlying zoning would allow. The proposed concept plan impacts about 0.37 acres of existing 2.41 acres of wetlands and proposes removal of approximately 20 of the regulated woodland trees. The plan indicates appropriate mitigation measures will be provided and woodland replacement credits will be planted on-site to the extent practical.]

3. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties. *[The proposed buildings are buffered by landscaping and preserved natural features. The multi-family residential use is a reasonable transition from the two-family and one-family developments to the west, east and south and the commercial shopping center to the north.]*

4. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article [Article 3.1.27]. [*The proposed development could help provide for missing middle housing needs that are walkable to the commercial areas to the north, which is recommended in the City's Master Plan for Land Use. The area was included in the PSLR overlay in the Master Plan and Zoning Map, which permits multiple-family uses as a special land use. The proposed arrangement of buildings and site layout minimizes the impact on existing natural features.]*

5. City Council deviations for the following *(as the Concept Plan provides substitute safeguards for each of the regulations and there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District as stated in the planning review letter)*:

    a. Deviation from Sec. 3.21.2.A.i to allow development to front on an approved private drive, which does not conform to the City standards with respect to required sixty-foot right-of-way, as the road was previously approved for the Villas at Stonebrook development, and because the shared access reduces the number of curb cuts on Wixom Road.

    b. Deviation from Sec. 3.21.2.A.ii.d. to allow two buildings to be a minimum of 25 feet apart (minimum 30 feet required) as the remaining buildings are properly spaced, and the 5-foot deviation is relatively minor.

    c. Deviation from Sec. 3.21.2.A.iii.c. to allow parking spaces to be within 8 feet of a building (15 feet minimum required), as they are no closer than the driveway parking permitted.

    d. Deviation from Sec. 3.21.2.A.v to allow reduction of minimum percentage of active recreation areas (50% of open spaces required, approximately 32%

provided), *as the development proposes connection and improvements to Wildlife Woods Park, which contains connections to the Providence and the ITC tail systems, and providing additional active recreation would cause greater wetland and woodland impacts.*

e. Deviation from Sec. 3.21.2.A.iii and Sec. 5.5.3 to allow absence of required landscaped berm along Wixom Road north of the emergency access drive due to resulting woodland impacts and there is no development proposed in that area. In addition, the berm south of the access drive is not long enough to provide undulation.

f. Deviation from Sec. 3.6.2.M to allow deficiencies in the required 25-foot wetland buffers north of Avalon Drive, with the condition that the developer install signage and plantings to prevent mowing and other disturbance.

g. Deviation from Sec. 5.5.3.B(10) to allow a deficiency in street trees along Wixom Road, as the existing utility easements and pathway do not provide room for them.

h. Deviation from Sec. 5.10.1.B.ii to allow a minor drive to exceed 600 feet. The anticipated traffic for 22 units is low and a major drive would require wider road width and not permit perpendicular visitor parking, and would be unnecessary for this small site and cause greater impacts to natural features.

i. Deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property boundary, due to conflict with existing wetlands and woodlands.

j. Deviation from Design and Construction Standards to allow sidewalks to be placed adjacent to the curbed roadway, as to locate them further from the road would cause greater impacts to natural features, and traffic volume and speeds are low.

k. Deviation from Code of Ordinances, Section 11-256, to allow an absence of sidewalks in some areas north of Avalon Drive, as there are no buildings adjacent to those areas, and building the sidewalks would cause greater impacts to wetlands.

l. The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Preliminary Site Plan; and

6. *The following conditions shall also be made part of the PSLR Agreement:*
   a. *Consistent with its representations at the Planning Commission meeting, the applicant shall work in good faith with the Villas at Stonebrook to enter into a reasonable Maintenance Agreement that requires the applicant's property to*

share in maintenance costs for Stonebrook Drive (subject to City review).

b. *A conservation easement shall be provided for the remaining woodland and wetland areas, woodland credit replacements, and wetland mitigation areas, to ensure permanent protection of these natural features (approximately 4.25 acres). Such easements shall also be reflected on the Master Deed for the property.*
c. *A public access easement shall be placed over a portion of the nature trail through the northern area of the property, west of the stormwater detention basin. Such easement shall also be reflected on the Master Deed for the property.*
d. *Wetland areas and buffers shall be enhanced with appropriate seeding and plant selection, placement of habitat structures, as well as invasive species removal, which will be shown and reviewed during site plan submittals.*
e. *Wetland and Woodland impacts shall be permitted by the Planning Commission during site plan review under the process and conditions of the Code of Ordinances.*
f. *Disturbance of the wetland buffer area shall be discouraged by the installation of appropriate landscaping and signage.*
g. *The applicant shall provide funding to the Department of Parks, Recreation and Cultural Services to complete the improvements to Wildlife Woods Park pavilion and restrooms, as proposed in the applicant's letter dated November 17, 2025, in order to address potential impacts of use by residents of those facilities.*
h. *Items noted in the Staff and Consultant review letters, except as otherwise noted in the Agreement, shall be addressed in the site plan process.*

This motion is made because the plan is otherwise in compliance with Article 3, Article 4 and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

MAPS

Location

Zoning

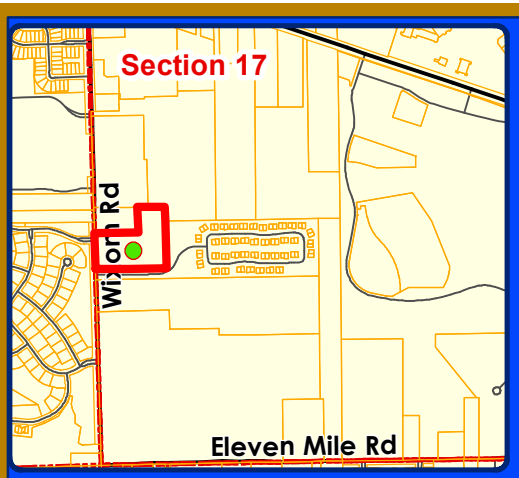
Future Land Use

Natural Features

JSP25-02 CAMELOT PARC TOWNHOMES

LOCATION





Legend

Subject Property

City of Novi
Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Lindsay Bell
Date: 9/4/25
Project: CAMELOT PARC
Version #: 1

Feet
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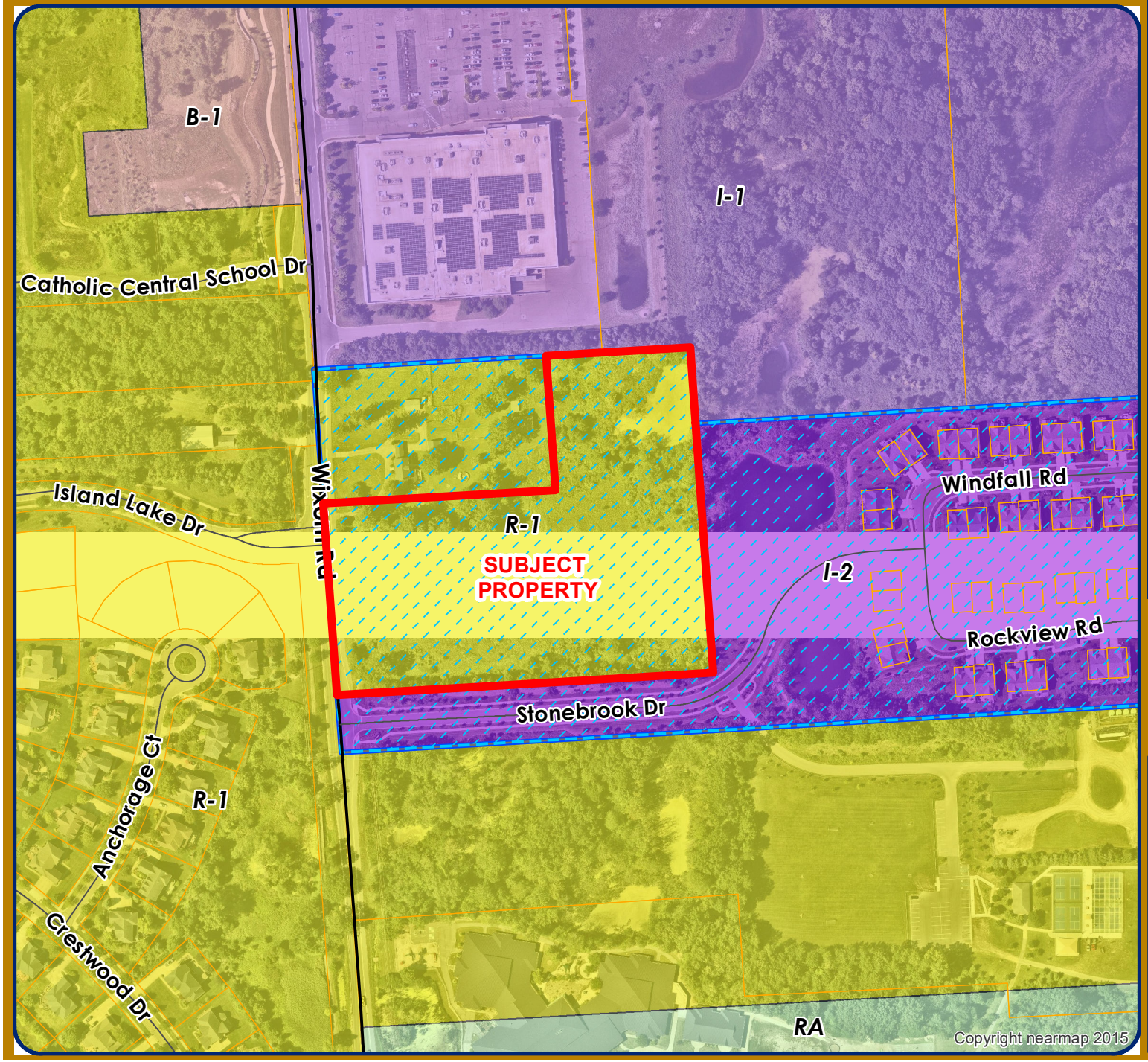
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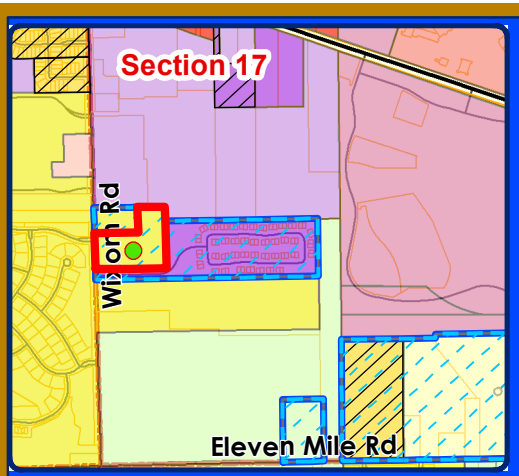
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JSP25-02 CAMELOT PARC TOWNHOMES

ZONING





Legend

- R-A: Residential Acreage
- R-1: One-Family Residential District
- R-3: One-Family Residential District
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- B-1: Local Business District
- B-2: Community Business District
- B-3: General Business District
- I-1: Light Industrial District
- I-2: General Industrial District
- OSC: Office Service Commercial
- Planned Suburban Low-Rise (PSLR)
- Planned Rezoning (PRO)

City of Novi
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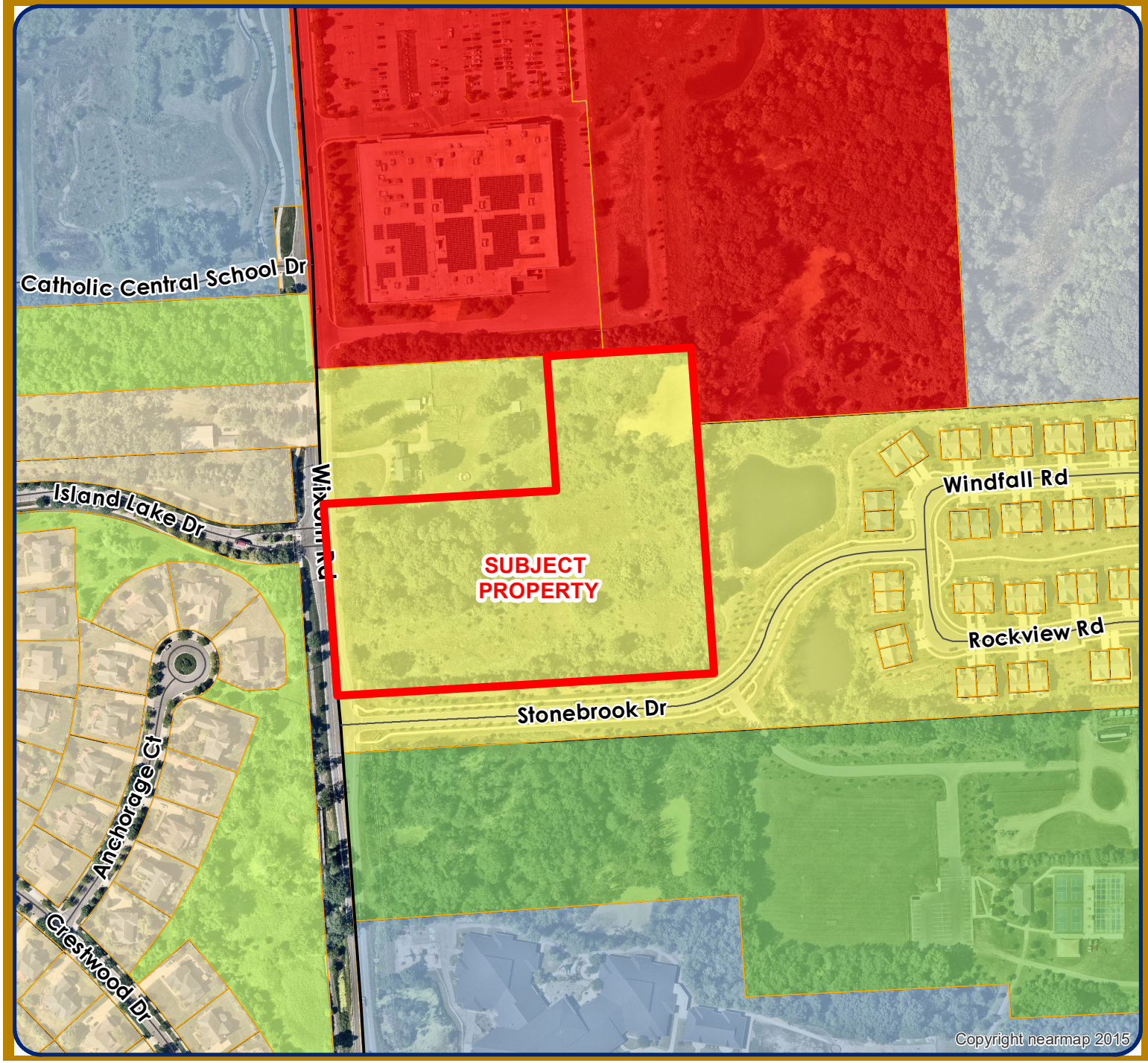
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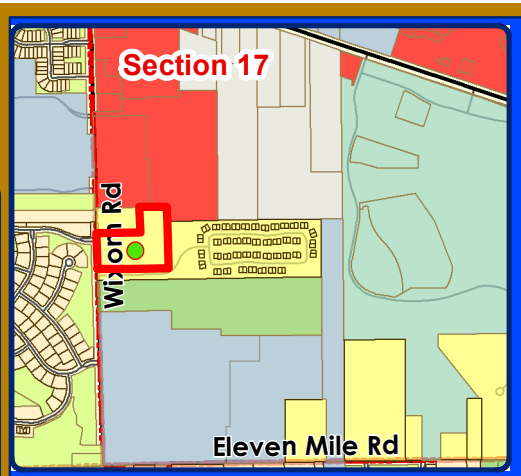
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JSP25-02 CAMELOT PARC TOWNHOMES

FUTURE LAND USE





Legend

Land Use Code

- COMMUNITY COMMERCIAL
- INDUSTRIAL OFFICE
- OFFICE SERVICE COMM
- PUBLIC/QUASI PUB
- PUBLIC PARK
- PRIVATE PARK
- SINGLE FAMILY
- SUBURBAN LOW RISE

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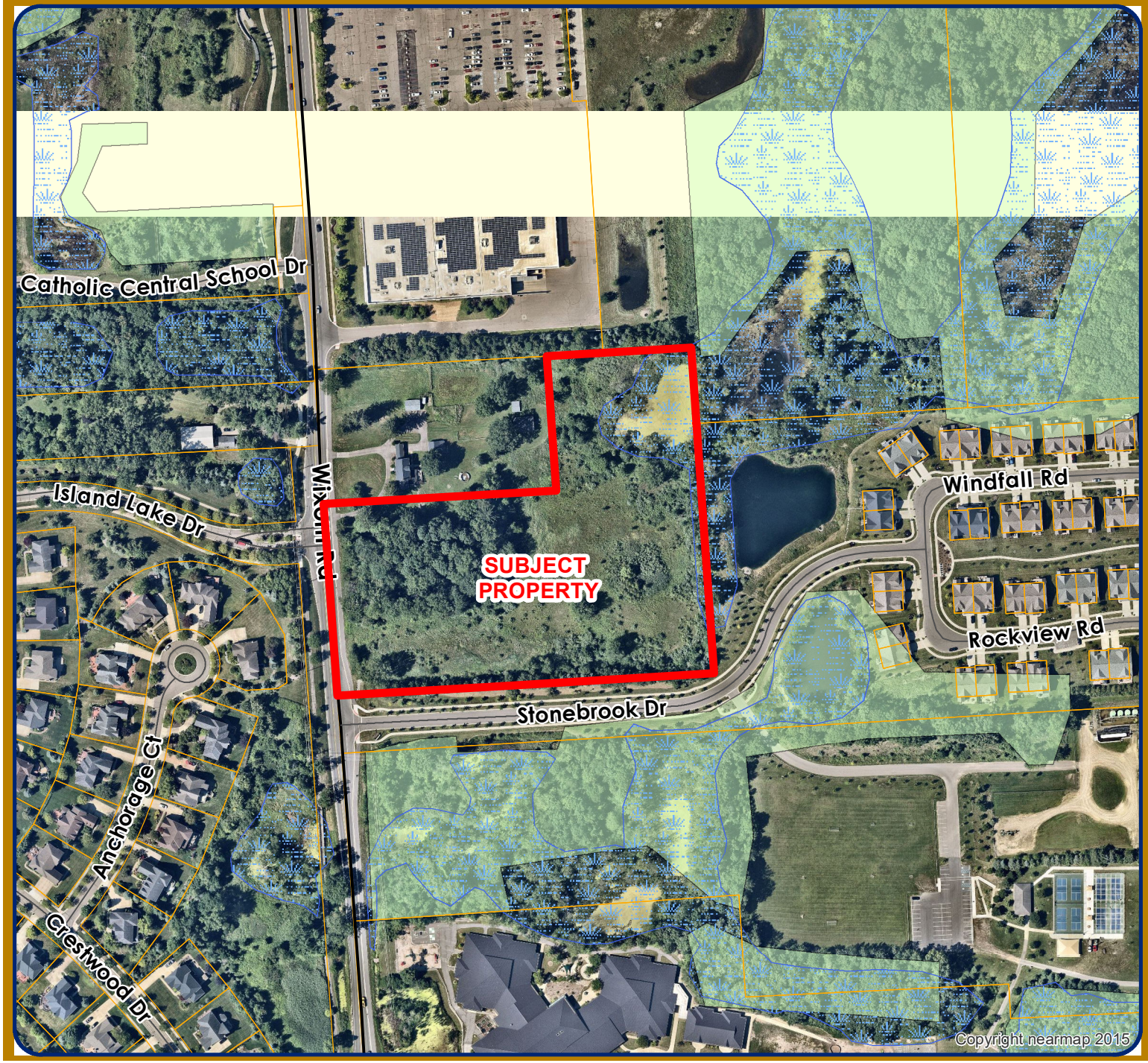
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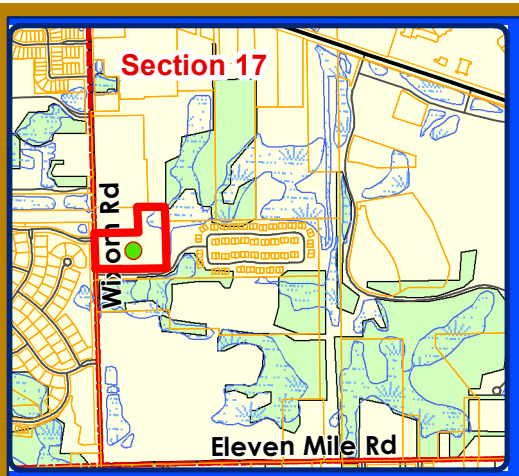
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JSP25-02 CAMELOT PARC TOWNHOMES

NATURAL FEATURES





Legend

- WETLANDS
- WOODLANDS
- Subject Property

City of Novi
Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Lindsay Bell
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DRAFT ROAD MAINTENANCE AGREEMENT

CONTRIBUTION FOR
MAINTENANCE AND REPAIR OF PRIVATE ROAD

This CONTRIBUTION FOR MAINTENANCE AND REPAIR OF PRIVATE ROAD ("Camelot HOA") made this ____day of _____, 2026, by AVALON INVESTMENT GROUP ("Developer"), a Michigan limited liability company, whose address is 14955 Technology Dr., Shelby Township, MI 48315 and the VILLAS OF STONEBROOK CONDOMINIUM ASSOCIATION ("Villas HOA"), a Michigan non-profit corporation, whose address is One Heritage Place, Ste. 120, Southgate, MI 48195.

WHEREAS, Developer proposes to develop property described in attached Exhibit A into Camelot Parc Townhomes consisting of 22 townhomes; and

WHEREAS, Developer intends to utilize the Access Road Easement as defined in the Access Easement, recorded in Liber 58854 Page 508, attached as Exhibit B;

WHEREAS, Developer intends to form a homeowner's association to manage the affairs of the homeowners pursuant to the master deed and bylaws of Camelot Parc Townhomes ("Camelot HOA");

WHEREAS, Developer desires for Camelot HOA to contribute 25.0% of the cost for snow removal and salting of Stronebrook Dr. and adjacent sidewalks, lawn service, tree maintenance, irrigation and electric for areas along Stonebrook Dr. from Wixom Rd. to the entrance of Villas at Stonebrook including repair and maintenance of the Access Road Easement and Stonebrook Dr upon the completion of the development site improvements and receipt of a certificate of occupancy for the first townhome.

NOW, THEREFORE, in consideration of the approval of this Agreement by City of Novi and of the mutual promises contained herein, the parties hereto agree as follows:

1. Contribution. The need for any particular act or item of repair or maintenance shall be determined by Villas pursuant to competing bids, which shall be presented to Camelot HOA for review and approval. Upon completion of the development site improvements and receipt of a certificate of occupancy for the first townhome, Camelot HOA shall be responsible for and shall contribute to Villas 25.0 % of the approved cost for snow removal and salting of Stonebrook Dr. and adjacent sidewalks, lawn service irrigation and electric for areas along Stonebrook Dr. from Wixom Rd to the entrance of Villas of Stonebrook on a monthly basis based on the prorated annual budget. Camelot HOA shall also be responsible for and shall contribute to Villas 25.0% of the approve cost for the maintenance and replacement of trees along Stonebrook Dr., including the repair and maintenance of Stonebrook Dr from Wixom Rd. to the entrance of the Villas of Stonebrook Dr. as follows: (i) Villas shall pay one half of the amount determined to be due within thirty (30) days after receipt of written notice of the necessity of a required repair or maintenance project; and (ii) the remaining balance within thirty (30) days after receipt of written notice of completion and acceptance of the work performed by Villas. Villas shall provide Camelot HOA verification of payment of the approved proposal within seven (7) days of payment. The parties stipulate to the following area square footage for the purpose of maintaining consistency going forward: Total Concrete: 197,466, Stonebrook Dr and adjacent sidewalks: 49,743, Total Lawn (including irrigation and electric): 709,541, and Shared lawn, irrigation and electric along Stonebrook Dr. from Wixom Rd. to the entrance of Villas of Stonebrook 107,338.

2. The benefits, covenants, obligations and restrictions herein provided, shall run with the land and shall inure to the benefit of and be binding upon the assigns, grantees, transferees and successors in title of each condominium unit owner of Camelot Parc Townhomes. Membership in Camelot HOA shall be mandatory for all condominium unit owners in Camelot Parc Townhomes.

IN WITNESS WHEROF, the parties have executed this agreement on the date first written above.

AVALON INVESTMENT GROUP, LLC
a Michigan limited liability company

By: _____
, Manager

STATE OF MICHIGAN }
}SS
COUNTY OF MACOMB }

The foregoing instrument was acknowledged before me this _____day of _____ _____ 2026, by _____, Manager of Avalon Investment Group, LLC, a Michigan limited liability company, on behalf of and by authority of the Company.

_____
_____, Notary Public
_____ County, Michigan
My commission expires: _____

VILLAS OF STONEBROOK CONDOMINIUM ASSOCIATION
a Michigan non-profit corporation

By: _____
, Manager

STATE OF MICHIGAN }
}SS
COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this _____day of _____ _____ 2026, by _____, Manager of Villas of Stonebrook Condominium Association, a Michigan non-profit corporation, on behalf of and by authority of the Corporation.

_____
_____, Notary Public
_____ County, Michigan
My commission expires: _____

APPLICANT UPDATES

Camelot Parc Townhomes

City of Novi PSLR Concept Plan Presentation

March 23, 2026



ATWELL

TR DESIGN GROUP

Deviations & Safeguards

1. Access on private road – Previously approved location, maintenance contribution agreement
2. No secondary access to adjacent properties – No impact, preserves natural features
3. Reduced parking distance from buildings – No impact, parking in private driveways are closer already
4. 50% of open space shall be active - Total open space is abnormally high due to extensive preservation of natural features (2.87 Ac, 35% of site), available active area maximized (trails and workout stations), adjacent to Wildlife Woods Park providing further active space as a safeguard to deviation
5. Landscape berm/buffer along Wixom Rd, North of Avalon Drive – No impact, woodland preservation
6. Roadway tree plantings – No impact, exist. trees preserved, exist. utilities prevent further plantings
7. Reduced building separation by 5' – No impact, building screened by large mature berm
8. Minor drive length exceeds 600' – No impact (673'), fire turnaround locations set by natural features, drive access bisects the road so each path of travel is only about 300'
9. Sidewalks at back of curb – No impact, affects only Camelot Parc which has limited population and very low and slow traffic, preserves natural features
10. Sidewalks on only part of north side of drive – No impact, preserves natural features
11. Wetland buffer encroachment – Mitigated by signage and enhanced buffer plantings, preservation easement
12. Off-site wetland mitigation – Allowable by City, full mitigation provided either on-site or off-site within City for limited amount if not possible to accommodate on-site during final design

Public Benefits

- $30,000 contribution to Wildlife Woods Park renovation project.
- Public access to nature trail with exercise stations.
- Natural features preservation, 4.25 Acres (over 50% of site area)
  - Provides a conservation easement to be placed over existing and proposed woodlands and wetlands on the property to support the community goals of preservation
- Habitat Enhancement
  - Removal of invasive species
  - Native seeding to promote new growth
  - Place new habitat structures
- Shared road access reduces congestion and conflict points on Wixom Rd
- Housing Type
  - Provides an alternative housing type to serve the middle market

Preservation Area

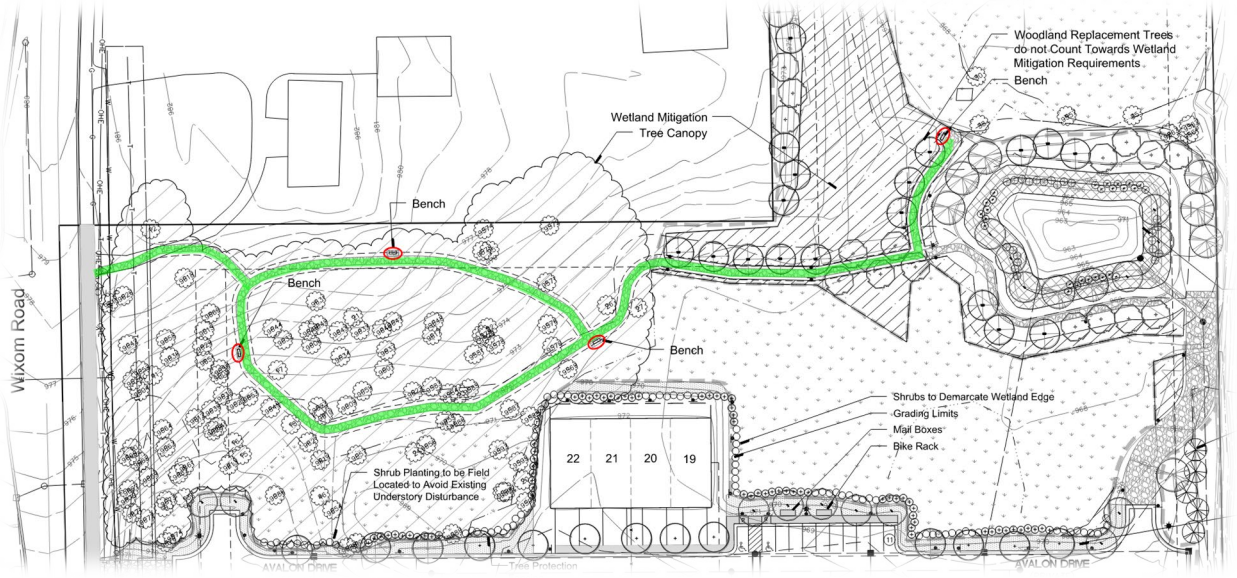


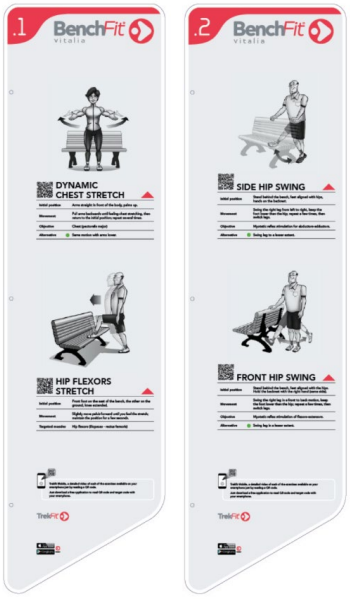
	PRESERVATION AREA	4.25 ACRES 51.6% OF SITE
	GENERAL COMMON AREA (GREEN SPACE)	1.92 ACRES 23.4% OF SITE
	LIMITED COMMON PRIVATE OPEN SPACE	0.14 ACRES 1.7% OF SITE
	DEVELOPED AREA (BUILDINGS, ROADS DRIVEWAYS, ETC)	1.93 ACRES 23.3% OF SITE
	TOTAL AREA	8.24 ACRES 100% OF SITE

Public Nature Trail

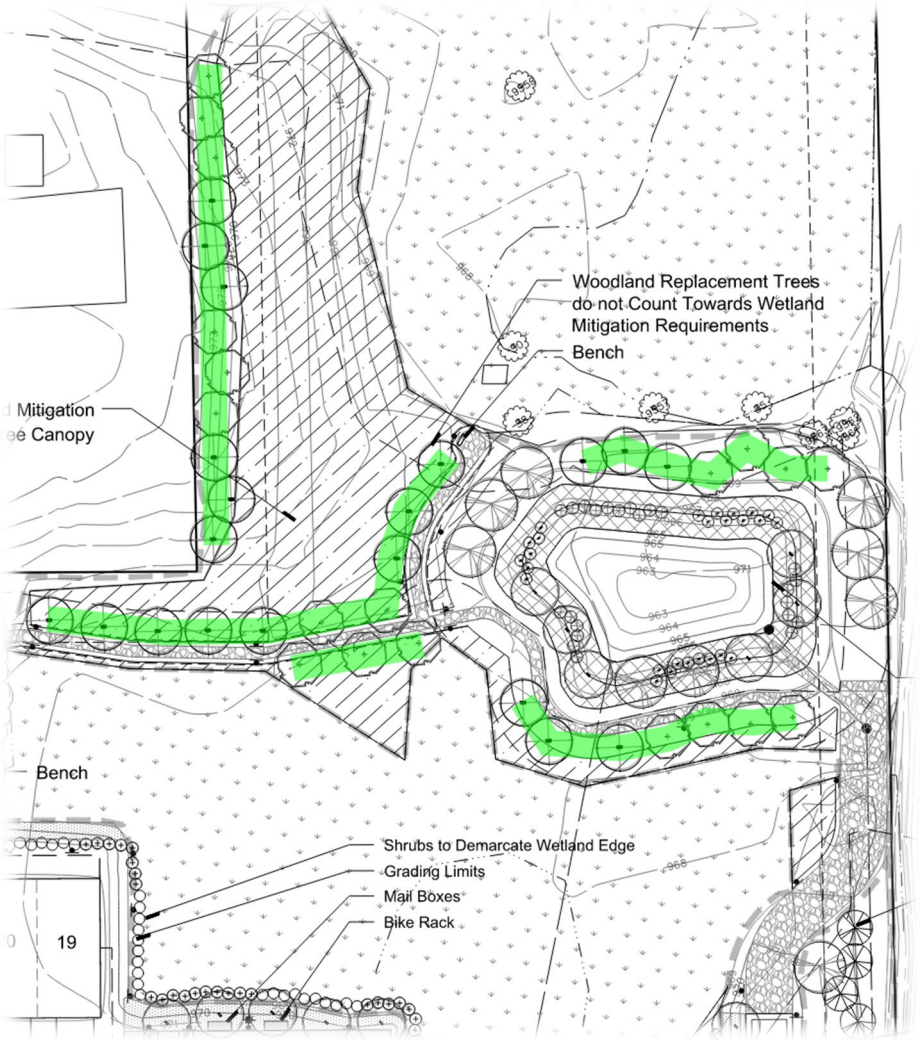
- Connection added to Wixom Rd
- Added additional trail and viewing location near pond
- 4 Benches spaced along trail
- Added exercise station instructions at each location







Tree Mitigation

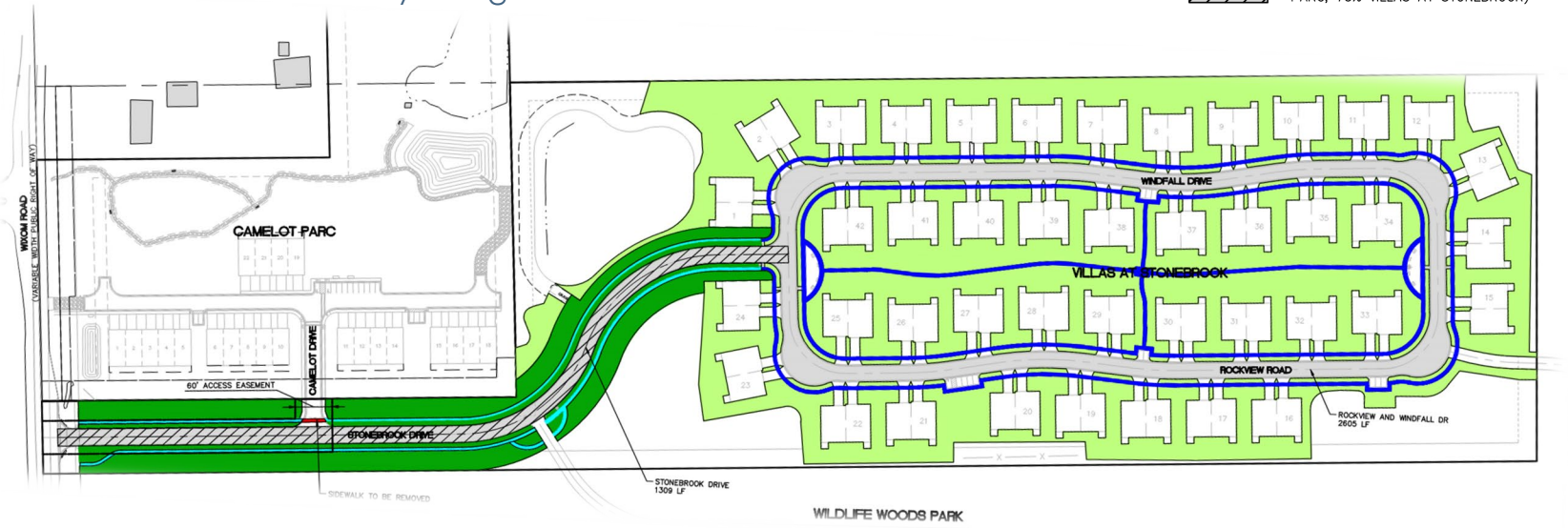


Woodland Replacement	
Replacement Required	53 Trees
Total Trees Provided	40 Trees
Trees Provided	39 Trees
Large Shrubs	12 Trees (148 @ 6:1, 30% Max)
Native Seeding	2 Trees (723 s.y. @ 70:1, 5% Max)
Trees to be Paid into Fund	0 Trees

- Added 39 additional trees
- Revised calculations for allowable credits
- 0 trees remain to be paid into fund

Stonebrook Drive Shared Maintenance

- Increased contribution to 25% by Camelot Parc toward shared area expenses
- Now includes entire length of Stonebrook Drive
- Added contributions toward lawn care, sidewalks and irrigation in addition to the roadway along the Stonebrook Drive corridor



VILLAS AT STONEBROOK PAVEMENT MAINTENANCE CONTRIBUTION CALCULATION

		Percentage of Units
Villas at Stonebrook Condo Units	84	79%
Camelot Parc Townhome Units	22	21%
Total Number of Units	106	100%
Total Villas at Stonebrook Pavement Area (SF)	197,466	
Exclusive Use by Villas at Stonebook (SF)	147,724	100% VAS Cost
Camelot Parc Shared Pavement Maintenance Area (SF)*	49,742	25% Camelot / 75% VAS Cost
Camelot Parc Contribution to Shared Pavement Maintenance	**25%**	

*Camelot Parc shared pavement area is based on contribution toward Stonebrook Drive, 28 feet wide road plus 5 foot sidewalk on both sides multiplied by the length of Stonebrook Drive (1309 LF)

VILLAS AT STONEBROOK LAWN MAINTENANCE CONTRIBUTION CALCULATION

		Percentage of Units
Villas at Stonebrook Condo Units	84	79%
Camelot Parc Townhome Units	22	21%
Total Number of Units	106	100%
Total Villas at Stonebrook Lawn Maintenance Area (SF)	709,541	
Exclusive Use by Villas at Stonebook (SF)	602,203	100% VAS Cost
Camelot Parc Shared Lawn Maintenance Area (SF)*	107,338	25% Camelot / 75% VAS Cost
Camelot Parc Contribution to Shared Lawn Maintenance	**25%**	

*Camelot Parc shared lawn area is based on assumed 120 foot wide corridor, less 28 feet wide road, less 5 foot sidewalk on both sides, multiplied by the length of Stonebrook Drive (1309 LF)

THIS EXHIBIT AND CALCULATION ARE FOR FINANCIAL CONTRIBUTION CALCULATION PURPOSES ONLY. MAINTENANCE RESPONSIBILITIES FOR THE DETENTION POND LANDSCAPING AND YARDS OF THE ADJACENT HOMES ALONG THIS CORRIDOR REMAIN THE RESPONSIBILITY OF THE VILLAS AT STONEBROOK AND ARE NOT A SHARED EXPENSE.

Shared Maintenance Costs Example

Pavement Maintenance (snow removal and salting for road and sidewalks)

2026 Pavement Budget from VAS = $62,496

Total Pavement Area = 197,466 SF ($0.3165/SF)

Stonebrook Drive = 1309 LF x 38 FT (road + sidewalks) = 49,742 SF

Camelot Parc Contribution = 49,742 x 25% x 0.3165 = $3,935.84

Landscape Maintenance (lawn, irrigation, electric)

2026 Landscape Budget from VAS = $62,496

2026 Irrigation Budget from VAS = $35,000

2026 Electric Budget from VAS = $3,000

Total 2026 Budget = $100,496

Total Lawn Area = 709,541 SF ($0.1416/SF)

Stonebrook Drive Landscape = 1309 LF x 82 FT (120 corridor – 38' pavement) = 107,338 SF

Camelot Parc Contribution = 107,338 x 25% x 0.1416 = $3,799.77

Total Estimated 2026 Camelot Parc Contribution = $7735.61 (approx. $351 per unit)

Camelot Parc shall contribute 25% toward repair and replacement costs for the entire length of Stonebrook Drive, adjacent sidewalks, and trees.

Questions?


Wetland Mitigation Pathway
Wixom Road
Mail Boxes
Bike Rack
22 21 20 19
AVALON DRIVE
Seating
1 2 3 4 5
6 7 8 9 10
CAMELOT DRIVE
11 12 13 14
15 16 17 18
Stonebrook Dr.

PSLR NARRATIVE

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

June 17, 2025

Lindsay Bell, AICP, Senior Planner
City of Novi
45175 W. Ten Mile
Novi, MI 48375

Re: Camelot Parc – PSLR Overlay Deviation Request

Dear Ms. Bell:

Camelot Parc is a 22-unit residential development featuring two-story townhomes located on 8.78 acres on the east side of Wixom Road between West 11 Mile Road and Grand River Avenue. The site is currently vacant with both wetland and woodland present. A berm was built along the south side to screen from the previous driveway for an industrial use to the east that has since been replaced with a residential development. The northern portion of the site contains an existing shed and a pond within one of the wetlands.

While the current zoning and future land use designation is R1, the parcel has an existing PSLR overlay associated with it. This overlay allows for low-rise multiple- family residential as a special land use. Residential developments are located to the east (Stonebrook) and to the west (Island Lake).

With 2.69 acres of open space, the development contains a walking path that embraces a park like setting. The development will be serviced by public utilities and an entrance to Stonebrook Drive (private). There is an existing access easement for this parcel from Stonebrook Drive.

This proposed development offers the following community benefits:

- 2.69 acres of open space contiguous to surrounding area
- walking paths and park features
- lower density than allowable
- no new curb cuts on Wixom Road

As part of the approval process for the PSLR overlay development, deviations from the standards of the zoning ordinance may be authorized by the City Council with features deemed beneficial to the City for purposes of achieving the objective of the district. Below we have addressed each of the identified deviations.

Two Towne Square, Suite 700, Southfield, MI 48076 Tel: 248.447.2000 Fax: 248.447.2001
www.atwell-group.com

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INFINITE SOLUTIONS.

1. To allow development to front on approved private roadway, which does not conform to the City standards with respect to 60' ROW, as the road was previously approved for the Villas at Stonebrook development with planned access to the development parcel to reduce the number of curb cuts on Wixom Road (Sec. 3.21.2.A.i).

   The connection to the private roadway was previously planned for in order to reduce curb cuts along Wixom Road. A public ingress/egress easement exists over this private roadway and a separate access easement and agreement has been executed specific to the new proposed development.

2. A Waiver to the requirement of a stub street to the property boundary at intervals not to exceed 1,300-feet along the perimeter. No secondary access street is being provided (ZO SEC 4.04).

   Providing additional stub roads would require impacts to woodland trees and wetlands and there are no logical connection points. Due to the site's existing natural features, expansion of the proposed development and/or connection to adjacent properties is not feasible.

3. Reduction in required parking distance from the buildings (15 feet required) from the facade down to 8 feet diagonally from units 5/6 and 11 feet diagonally from units 14, 15, & 19 (Sec. 3.21.2.A.iii.c).

   These angular dimensions to supplemental parking spaces are the only locations where the separation distance deviates from the ordinance standard. Additional separation could only be achieved by either removing the parking or shifting the layout north which would increase wetland impacts north of the drive. The minor reduction will have no noticeable impact on the development and allow for greater preservation of the site's natural features. Additionally, the driveway of each unit provides closer proximity of parking to the buildings than these supplemental spaces.

4. A waiver for less than 200 square feet of open space per unit (Sec 3.21.2.A.v).

   Some private open space is provided for each unit via private patios/balconies; however, the available space is deficient from the ordinance criteria (approximately 125 sf covered porch per unit). Revising the layout to provide this private open space adjacent to each unit would require increased wetland impacts by expanding the developed area to the north. Additionally, achieving private open space is difficult in a 2-story townhome development

with limited space for private patios and balconies. To compensate, a significant portion of the property is being preserved as natural open space with an added walking trail through the woodlands and wetlands.

5. A waiver for the requirement of active recreation areas shall comprise at least 50% of the open space provided (Sec 3.21.2.A.v).

   Due to the extensive natural features and wetland mitigation areas onsite, meeting the 50% requirement for active open space is not feasible. Walking trails have been provided where possible to maximize the use around the natural features areas.

6. A waiver for greater than 10% of the total site area as active open space (Sec 3.21.2.A.v).

   Due to the extensive natural features and wetland mitigation areas onsite, meeting the 10% of total site area requirement for active open space is not feasible. Walking trails have been provided where possible to maximize the use around the natural features areas.

7. A waiver for the requirement of all buildings, parking lots and loading areas to be separated from section line road rights-of-way by a 50 ft. landscape buffer containing an undulating 3-5 ft. tall, landscaped berm for the area north of the emergency access drive (Sec. 3.21.2.A.iii and Sec. 5.5.3).

   The area north of the emergency access drive is proposed to remain in its natural state to preserve the existing woodland trees and wetlands. Providing a berm in this location would be detrimental to these natural features. Additionally, there are no proposed improvements adjacent to this area that would require this screening. In the area along Stonebrook Drive, the existing preserved landscape berm satisfies this requirement.

8. A waiver for the landscape requirements along Wixom Road and Stonebrook Drive of 1 deciduous canopy or evergreen tree per 40 LF, 1 deciduous sub-canopy tree per 25 LF, and 1 deciduous canopy tree per 35 LF between the area of the sidewalk and curb. After preserving the existing trees and vegetation in these areas and having separation from existing utilities the requirement can not be met. (Sec. 5.5.3.B.ii)

   With preserving the wooded wetland area along Wixom road and the existing vegetation along Stonebrook Drive while also having separation from existing utilities, the landscape requirement can not be met.

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

9. A waiver to allow the two western-most buildings to be 25-feet apart in lieu of the required minimum 30-feet. (Sec. 3.21.2.A.ii)

   Due to the natural features constraints of the site and all other buildings exceeding the requirement a waiver is being requested.

10. A waiver to the requirement for minor drives are not to exceed 600-feet. (Sec. 5.10.1.B.ii)

    Due to the existing wetlands which constrain development to the southern area of the site the waiver is being requested. A wider road width is unnecessary for the small site and would cause greater impacts to the natural features. Additionally, this minor drive is accessed in the middle, meaning the length in each direction from the access intersection is less than the length requirement.

11. A waiver to allow sidewalks to be at the back of curb in lieu of the requirement for the outside edge of the sidewalk is a minimum of 15-feet from back of curb. (Design and construction standards)

    In this case, locating the sidewalk further from the roadway would cause additional impacts to wetland areas. The traffic volume is expected to be low enough for this small development that the safety of pedestrians would not be at risk with the current sidewalk locations.

12. A waiver to allow sidewalks to be only on part of the north side of Avalon Drive in lieu of the requirement to have 5-foot sidewalks on both sides of the private roadways. (CO. Sec. 11-256)

    The areas without sidewalk are not near buildings, and installing them would require greater impacts to the wetlands.

13. A waiver to the 25-foot wetland buffer north of Avalon Drive. (Sec. 3.6.2.M)

    Due to the natural features constraining the development to the southern area of the site a waiver is being requested. Wetland protection area signage has been provided around the building within the buffer and along the drive and pathways stating "Wetland Protection Area Do Not Mow" to provide a visual reminder to help protect the wetland area.

ONE COMPANY.
INFINITE SOLUTIONS.

Sincerely,
ATWELL, LLC



Jared M. Kime, PE
Project Manager

Two Towne Square, Suite 700, Southfield, MI 48076 Tel: 248.447.2000 Fax: 248.447.2001
www.atwell-group.com

PSLR CONCEPT PLAN



ALLENDESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
517 Carpenter
Northville, Michigan 48167
e. jca@wideopenwest.com
t. 248.467.4668

Seal:

JAMES C. ALLEN Landscape Architect No. 1301 REGISTERED LANDSCAPE ARCHITECT STATE OF MICHIGAN

Title:

Site Plan

Project:

Camelot Parc
Novi, Michigan

Prepared for:

Avalon Park Development, LLC
14955 Technology Drive
Shelby Township, Michigan 48315
248.890.5897

Revision:	Issued:
Submission	January 24, 2025
Revised	June 16, 2025

Job Number:

25-006

Drawn By:	Checked By:
jca	jca

0' 10' 20' 40'

NORTH
1"=40'

Sheet No.

L-1

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CAMELOT PARC TOWNHOMES

A PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY RESIDENTIAL COMMUNITY
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN
PSLR OVERLAY PRELIMINARY PLAN

DEVELOPMENT TEAM

DEVELOPER / APPLICANT
AVALON PARK DEVELOPMENT, LLC
1137 PRESCOTT DR.
ROCHESTER HILLS, MI 48303
CONTACT: ASHOK GUDI
PHONE: (248) 890-5897
EMAIL: GUDIASHOK@GMAIL.COM

CIVIL ENGINEER
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MICHIGAN 48076
CONTACT: JARED KIME, PE
PHONE: (248) 447-2000
EMAIL: JKIME@ATWELL.COM

LANDSCAPE ARCHITECT
ALLEN DESIGN
557 CARPENTER
NORTHVILLE, MI 48167
PHONE: (248) 467-4668
CONTACT: JIM ALLEN

PROPOSED PSLR OVERLAY DEVIATIONS

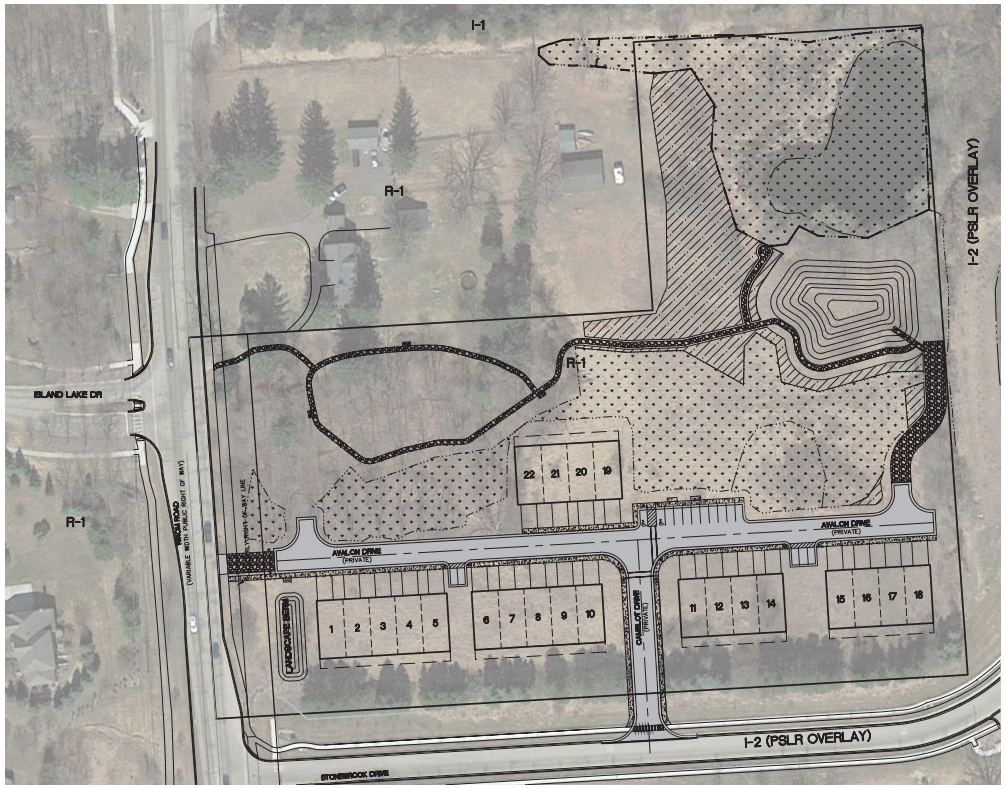
1. TO ALLOW DEVELOPMENT TO FRONT ON APPROVED PRIVATE ROADWAY, WHICH DOES NOT CONFORM TO THE CITY STANDARDS WITH RESPECT TO 60' ROW, AS THE ROAD WAS PREVIOUSLY APPROVED FOR THE VILLAS AT STONEBROOK DEVELOPMENT WITH PLANNED ACCESS TO THE DEVELOPMENT PARCEL TO REDUCE THE NUMBER OF CURB CUTS ON WIXOM ROAD. ALSO NO SECONDARY ACCESS STREET IS BEING PROVIDED TO ANY ADJACENT PROPERTY. (SEC. 3.21.2.A.I).
2. A WAIVER TO THE REQUIREMENT OF A STUB STREET TO THE PROPERTY BOUNDARY AT INTERVALS NOT TO EXCEED 1,300-FEET ALONG THE PERIMETER. NO SECONDARY ACCESS STREET IS BEING PROVIDED (ZO SEC. 4.04).
3. REDUCTION IN REQUIRED PARKING DISTANCE FROM THE BUILDINGS (15 FEET REQUIRED) FROM THE FACADE DOWN TO 8 FEET DIAGONALLY FROM UNITS 5/6 AND 11 FEET DIAGONALLY FROM UNITS 14, 15, & 19 (SEC. 3.21.2.A.III.C).
4. A WAIVER FOR THE REQUIREMENT OF ACTIVE RECREATION AREAS SHALL COMPRISE AT LEAST 50% OF THE OPEN SPACE PROVIDED (SEC 3.21.2.A.V).
5. A WAIVER FOR THE REQUIREMENT OF ALL BUILDINGS, PARKING LOTS AND LOADING AREAS TO BE SEPARATED FROM SECTION LINE ROAD RIGHTS-OF-WAY BY A 50 FT. LANDSCAPE BUFFER CONTAINING AN UNDULATING 3-5 FT. TALL, LANDSCAPED BERM FOR THE AREA NORTH OF THE EMERGENCY ACCESS DRIVE (SEC. 3.21.2.A.III AND SEC. 5.5.3).
6. A WAIVER FOR THE LANDSCAPE REQUIREMENTS ALONG WIXOM ROAD AND STONEBROOK DRIVE OF 1 DECIDUOUS CANOPY OR EVERGREEN TREE PER 40 LF, 1 DECIDUOUS SUB-CANOPY TREE PER 25 LF, AND 1 DECIDUOUS CANOPY TREE PER 35 LF BETWEEN THE AREA OF THE SIDEWALK AND CURB. AFTER PRESERVING THE EXISTING TREES AND VEGETATION IN THESE AREAS AND HAVING SEPARATION FROM EXISTING UTILITIES THE REQUIREMENT CAN NOT BE MET. (SEC. 5.5.3.B.ii)
7. A WAIVER TO ALLOW THE TWO WESTERN-MOST BUILDINGS TO BE 25-FEET APART IN LIEU OF THE REQUIRED MINIMUM 30-FEET. (SEC. 3.21.2.A.ii)
8. A WAIVER TO THE REQUIREMENT FOR MINOR DRIVES ARE NOT TO EXCEED 600-FEET. (SEC. 5.10.1.B.ii)
9. A WAIVER TO ALLOW SIDEWALKS TO BE AT THE BACK OF CURB IN LIEU OF THE REQUIREMENT FOR THE OUTSIDE EDGE OF THE SIDEWALK IS A MINIMUM OF 15-FEET FROM BACK OF CURB. (DESIGN & CONSTRUCTION STANDARDS)
10. A WAIVER TO ALLOW SIDEWALKS TO BE ONLY ON PART OF THE NORTH SIDE OF AVALON DRIVE IN LIEU OF THE REQUIREMENT TO HAVE 5-FOOT SIDEWALKS ON BOTH SIDES OF PRIVATE ROADWAYS. (CO. SEC. 11-256)
11. A WAIVER TO THE 25-FOOT WETLAND BUFFER NORTH OF AVALON DRIVE. (SEC. 3.6.2.M)
12. A WAIVER TO ALLOW 0.04 ACRES OF WETLAND MITIGATION TO BE CONSTRUCTED OFF-SITE WITHIN THE CITY (DIVISION 2 SECTION 12-176a)

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CITY OF NOVI'S CURRENT STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE APPROVED IN THE DEVOLPMENT AGREEMENT.
2. THE CONTRACTOR MUST OBTAIN A PERMIT FROM THE CITY OF NOVI FOR ANY WORK WITHIN THE WIXOM ROAD RIGHT-OF-WAY.
3. ALL PAVEMENT MARKINGS, TRAFFIC CONTROL SIGNS, AND PARKING SIGNS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. EMERGENCY ACCESS LOCATION TO BE USED AS CONSTRUCTION ENTRANCE.

FIRE DEPARTMENT NOTES

1. ALL FIRE HYDRANTS AND WATER MAINS SHALL BE INSTALLED AND IN SERVICE PRIOR TO ABOVE FOUNDATION BUILDING CONSTRUCTION AS EACH PHASE IS BUILT.
2. ALL ROADS SHALL BE PAVED AND CAPABLE OF SUPPORTING 35 TONS PRIOR TO CONSTRUCTION ABOVE FOUNDATION.
3. BUILDING ADDRESSES SHALL BE POSTED FACING THE STREET DURING ALL PHASES OF CONSTRUCTION. ADDRESSES SHALL BE A MINIMUM OF THREE INCHES IN HEIGHT ON A CONTRASTING BACKGROUND.
4. PROVIDE 4"-6" DIAMETER OF CONCRETE FILLED STEEL POST 48" ABOVE FINISH GRADE AT EACH HYDRANT AS REQUIRED.
5. FIRE LANES SHALL BE POSTED WITH "FIRE LANE - NO PARKING" SIGNS IN ACCORDANCE WITH ORDINANCE #85.99.02.



OVERALL DEVELOPMENT MAP

SCALE 1"=60'

PROJECT NARRATIVE

CAMELOT PARC TOWNHOMES IS A RESIDENTIAL DEVELOPMENT FEATURING 22 TWO-STORY TOWNHOMES LOCATED ON 8.78 ACRES ON THE EAST SIDE OF WIXOM ROAD BETWEEN WEST 11 MILE ROAD AND GRAND RIVER AVENUE. THE SITE IS CURRENTLY VACANT WITH BOTH WETLAND AND WOODLAND PRESENT. A BERM WAS BUILT ALONG THE SOUTH SIDE TO SCREEN FROM THE PREVIOUS DRIVEWAY FOR AN INDUSTRIAL USE TO THE EAST THAT HAS SINCE BEEN REPLACED WITH A RESIDENTIAL DEVELOPMENT. THE NORTHERN PORTION OF THE SITE CONTAINS AN EXISTING SHED AND A POND WITHIN ONE OF THE WETLANDS.

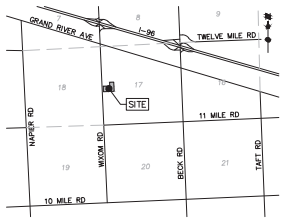
WHILE THE CURRENT ZONING AND FUTURE LAND USE DESIGNATION IS R1, THE PARCEL HAS AN EXISTING PSLR OVERLAY ASSOCIATED WITH IT. THIS OVERLAY ALLOWS FOR LOW-RISE MULTI- FAMILY RESIDENTIAL AS A SPECIAL LAND USE. RESIDENTIAL DEVELOPMENTS ARE LOCATED TO THE EAST (STONEBROOK) AND TO THE WEST (ISLAND LAKE).

WITH 2.87 ACRES OF OPEN SPACE, THE DEVELOPMENT CONTAINS A WALKING PATH THAT EMBRACES A PARK LIKE SETTING. THE DEVELOPMENT WILL BE SERVICED BY PUBLIC UTILITIES AND AN ENTRANCE TO STONEBROOK DRIVE (PRIVATE). THERE IS AN EXISTING ACCESS EASEMENT FOR THIS PARCEL FROM STONEBROOK DRIVE.

THIS PROPOSED PSLR OVERLAY DEVELOPMENT OFFERS THE FOLLOWING COMMUNITY BENEFITS:

- 2.87 ACRES OF OPEN SPACE CONTIGUOUS TO SURROUNDING AREA
- WALKING PATHS AND PARK FEATURES
- LOWER DENSITY THAN ALLOWABLE
- NO NEW CURB CUTS ON WIXOM ROAD

STATE OF MICHIGAN
JARED M. KIME
ENGINEER
No. 57644
LICENSED PROFESSIONAL ENGINEER



VICINITY MAP
NOT TO SCALE

SHEET INDEX

Sheet Number	Sheet Title
1	COVER SHEET
2	EXISTING CONDITIONS
3	REMOVAL PLANS
4	LAYOUT PLAN
5	UTILITY PLAN
6	STORM WATER MANAGEMENT AND GRADING PLAN
7	WETLAND MITIGATION PLAN
8	PRESERVATION AREA PLAN & HABITAT ENHANCEMENTS
9	FIRE PROTECTION PLAN
10	DETAIL SHEET
11	TREE LIST
12	CAMELOT PARC SHARED MAINTENANCE PLANS
1 of 2	EXTERIOR PHOTOMETRIC PLAN
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LANDSCAPE PLANS	
L-1	CONCEPTUAL LANDSCAPE PLAN
L-2	GREENBELT PLAN
L-3	LANDSCAPE DETAILS
ARCHITECTURAL PLANS	
1 OF 12	FIRST FLOOR PLANS
2 OF 12	SECOND FLOOR PLANS
3 OF 12	LOWER LEVEL PLANS
4 OF 12	3 PLEX - FRONT ELEVATION CONCEPT
5 OF 12	3 PLEX - REAR ELEVATION CONCEPT
6 OF 12	3 PLEX - RIGHT ELEVATION CONCEPT
7 OF 12	4 PLEX - FRONT ELEVATION CONCEPT
8 OF 12	4 PLEX - REAR ELEVATION CONCEPT
9 OF 12	4 PLEX - RIGHT ELEVATION CONCEPT
10 OF 12	5 PLEX - FRONT ELEVATION CONCEPT
11 OF 12	5 PLEX - REAR ELEVATION CONCEPT
12 OF 12	5 PLEX - RIGHT ELEVATION CONCEPT

SITE DATA

GROSS SITE AREA	8.78 AC
R.O.W. AREA	0.54 AC
NET SITE AREA	8.24 AC
WETLANDS AREA (PRESERVED)	2.22 AC
WETLAND AREA (MITIGATION)	0.61 AC
PERSEVERATION AREA	4.25 AC (51.6%)
GENERAL COMMON AREA (GREEN SPACE)	1.92 AC (23.4%)
LIMITED COMMON PRIVATE OPEN SPACE	0.14 AC (1.7%)
DEVELOPED AREA (BUILDINGS, ROADS, DRIVEWAYS, ETC)	1.93 AC (23.3%)
TOTAL	8.24 AC (100%)
ZONING:	
EXISTING	R-1
PROPOSED	R-1 WITH PSLR OVERLAY
PROPOSED UNITS	22 UNITS (5 BUILDINGS)
BUILDING SIZES	59.5' x 133.8' (5 UNITS) - 2 7,961 SF* 59.5' x 107.2' (4 UNITS) - 3 6,378 SF*
*BUILDING SF BASED ON FIRST STORY FOOTPRINT	
BUILDING LOT COVERAGE	9.17%
ALLOWABLE UNIT DENSITY	6.5 DU/ACRE
DENSITY - PROPOSED (GROSS)	2.5 DU/ACRE
DENSITY - PROPOSED (NET)	2.7 DU/ACRE
SETBACKS:	
FRONT:	30' (50' LANDSCAPE)
REAR:	30'
SIDE:	30'
PARKING REQUIRED (2 PER UNIT):	44 SPACES
PARKING PROVIDED:	104 SPACES 4 PER UNIT + 16 SURFACE SPACES

JSP25-0002

NOT FOR CONSTRUCTION

Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES BEFORE THE WORK BEGINS COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.

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ATWELL
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC
CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
COVER SHEET

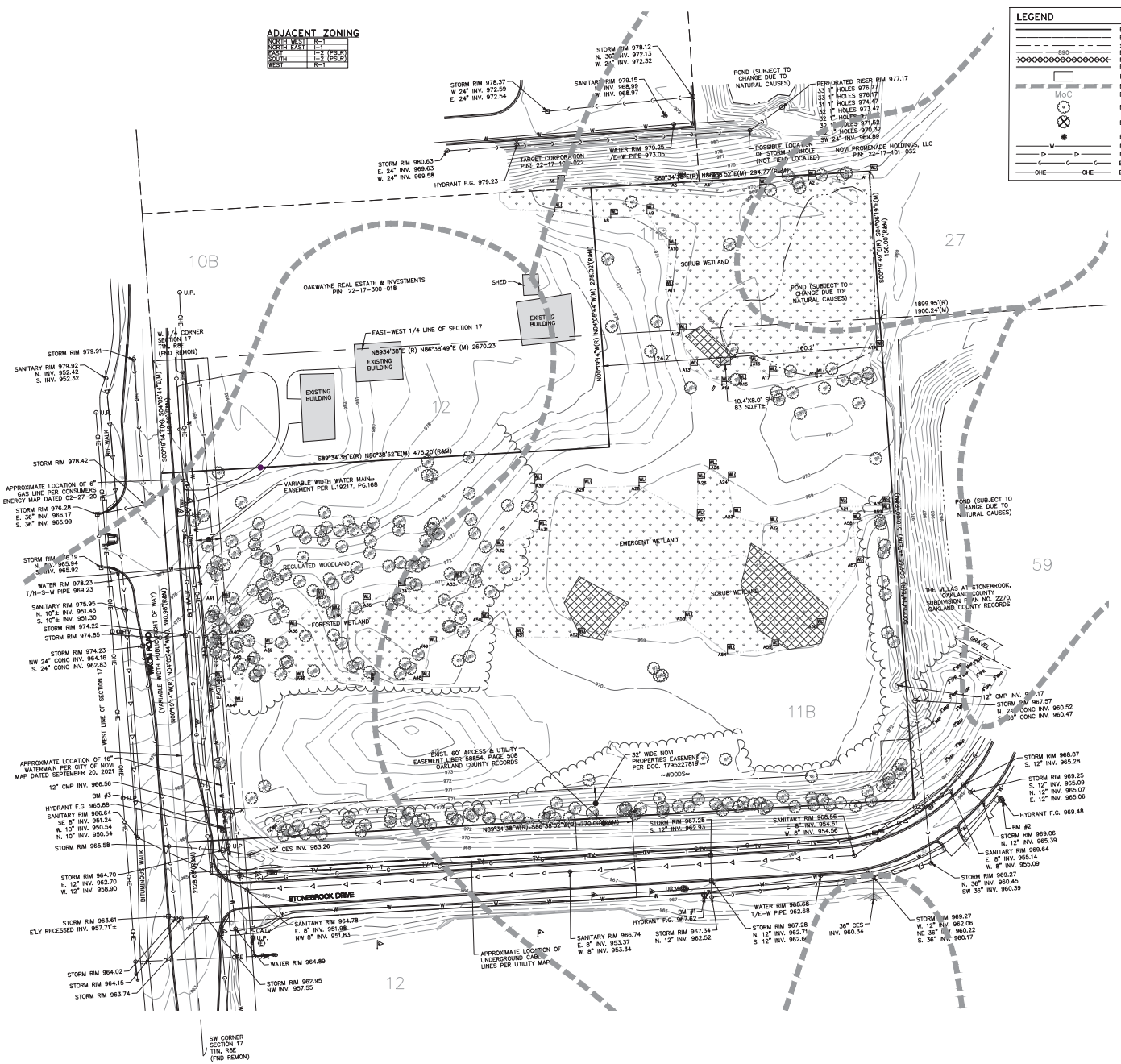
DATE
JAN 24, 2025

REVISIONS
2025-06-17 PER CITY
2025-08-07 PER CITY
2025-12-15 PER CITY
2026-01-09 PER CITY
2026-02-12 REVISIONS
2026-03-11 REVISIONS

0 30 60
SCALE: 1" = 60 FEET
DRAWN BY: MM
CHECKED BY: JK
P.M.: JKIME
JOB #: 20004113
FILE CODE: –
SHEET NO. 1

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SOIL LEGEND

SYMBOL	NAME	SLOPE	HSG
11B	CAPAC SANDY LOAM	0–4%	C
10B	MARLETTE SANDY LOAM	1–6%	B
12	BROOKSTON & COLWOOD LOAMS		D/B
27	HOUGHTON & ADRIAN MUCKS		D/A
59	URBAN LAND		NA

WETLAND NOTES

1. WETLAND DELINEATION PERFORMED ON APRIL 30, 2025 BY ASTI. REFER TO THE WETLAND DELINEATION AND JURISDICTIONAL ASSESSMENT REPORT DATED MAY 2, 2025.
2. REMOVE ALL PHRAGMITES OR JAPANESE KNOTWEED IN ALL WETLAND AREA.
3. JAPANESE KNOTWEED WAS NOT OBSERVED DURING INVASIVE SPECIES ASSESSMENT.

SURVEY NOTES

1. BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS AS SHOWN DIFFER FROM RECORD TITLE BEARINGS. VERTICAL DATUM IS BASED ON NAVD88.
2. THE SITE SHOWN HEREON IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO MAP NUMBER 26125C0060F OF THE FLOOD INSURANCE RATE MAP, EFFECTIVE DATE SEPTEMBER 29, 2006.
3. WATER MAIN, STORM SEWER, SANITARY SEWER AND FRANCHISE UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE. UTILITY AND AS–BUILT MAPS HAVE BEEN REQUESTED AND SOME MAPS HAVE BEEN RECEIVED AT DATE OF THIS SURVEY. FRANCHISE UTILITY MAPS HAVE BEEN REQUESTED FROM THE APPROPRIATE FRANCHISE COMPANIES, BUT NOT ALL MAPS HAVE BEEN RECEIVED AT DATE OF SURVEY.

   NOTE: THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED.

   NOTE TO THE CLIENT – SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
4. THERE WERE NO PARKING STALLS OBSERVED AT THE DATE OF THE FIELD WORK.
5. NO PARTY WALLS WERE DESIGNATED BY THE CLIENT OR OBSERVED AT THE DATE OF THE FIELD WORK.
6. THE SUBJECT PROPERTY IS LOCATED 2100'± NORTH OF THE INTERSECTION OF WIXOM ROAD AND 11 MILE ROAD, ON WIXOM ROAD.
7. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
8. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
9. TREE PROTECTION FENCE TO EXTEND TO DRIPLINE OF TREES TO BE PROTECTED.

LEGAL DESCRIPTION AS SURVEYED

DESCRIPTION OF TAX PARCEL 50–22–17–300–019 PER PROPERTY STATUS REPORT BY VANGUARD TITLE COMPANY, REFERENCE NO.: VGA303463, CERTIFIED TO: SEPTEMBER 8, 2021:

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, 119.02 FEET ALONG THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF WIXOM ROAD TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 34 MINUTES 38 SECONDS EAST 475.20 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST 275.02 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 38 SECONDS EAST 294.77 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 49 SECONDS EAST, 156.00 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION 17, (SAID POINT BEING NORTH 89 DEGREES 34 MINUTES 38 SECONDS WEST, 1899.95 FEET FROM THE CENTER OF SAID SECTION 17); THENCE SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, 510.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 38 SECONDS WEST, 770.00 FEET TO THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF SAID WIXOM ROAD. (SAID POINT BEING NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST, 2128.71 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 17); THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS WEST, 390.98 FEET ALONG THE WEST LINE OF SAID SECTION 17 AND THE CENTERLINE OF SAID WIXOM ROAD TO THE POINT OF BEGINNING.

CITY OF NOVI REFERENCE BENCHMARK:

BENCHMARK ID 1733: "X" ON NORTH NORTHWEST FLANGE BOLT OF FIRE HYDRANT ELEVATION: 960.59 (NAVD88)

SITE BENCHMARKS:

BENCHMARK #1: ARROW ON FIRE HYDRANT ELEVATION: 969.70 (NAVD88)

BENCHMARK #2: ARROW ON FIRE HYDRANT ELEVATION: 971.45 (NAVD88)

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NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.

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SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
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OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC

CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
EXISTING CONDITIONS

DATE
JAN 24, 2025

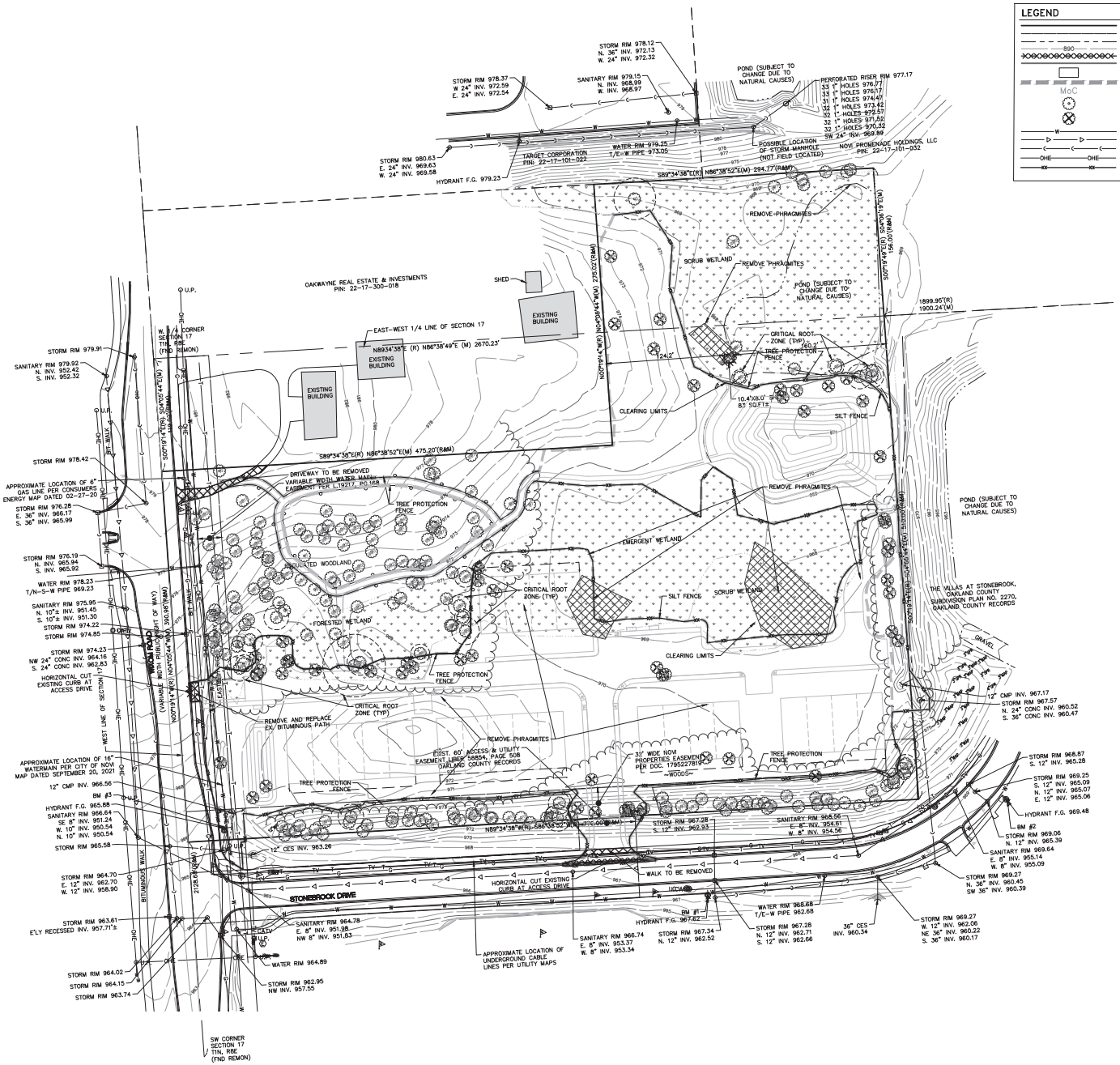
REVISIONS
2025–06–17 PER CITY
2025–08–07 PER CITY
2025–12–15 PER CITY
2026–01–09 PER CITY
2026–02–12 REVISIONS
2026–03–11 REVISIONS

SCALE: 1" = 50 FEET

DRAWN BY: MM
CHECKED BY: JK
P.M.: J.KIME
JOB # 20004113
FILE CODE: –
SHEET NO. 2

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PHRAGMITE REMOVAL NOTES

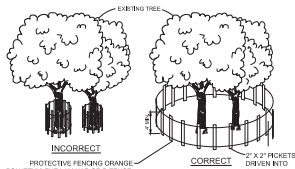
TEN AREAS OF PHRAGMITES AUSTRALIS (PHRAGMITES) WERE IDENTIFIED BY ASTI. OF THOSE 10 AREAS, SIX WILL BE REMOVED AS PART OF THE REDEVELOPMENT LEAVING FOUR AREAS TO BE TREATED. THOSE FOUR AREAS ARE PART OF WETLANDS A AND C.

AREA OF PHRAGMITES TREATMENT: WETLAND A TOTALS 950 SF; WETLAND C TOTALS 5,505 SF.

TREAT PHRAGMITES WITH GLYPHOSATE IN LATE AUGUST/FIRST WEEK OF SEPTEMBER. WAIT THREE WEEKS OR THE FIRST WEEK OF OCTOBER (WHICHEVER COMES SOONER) FOR DIE BACK. THEN CUT DOWN AND DISPOSE OF OFF-SITE. RAKE TO REMOVE STEMS AND RHIZOMES AND EXPOSE BARE SOIL. SEED AREAS WITH A FORESTED WETLAND SEED MIX NATIVE TO MICHIGAN.

CHECK AREAS THE FOLLOWING FALL AND SPOT TREAT AS NECESSARY. SPOT TREATMENT SHOULD OCCUR UNTIL PHRAGMITES IS ELIMINATED.

NO JAPANESE MILKWEED WAS OBSERVED ON SITE.



NOTES:

1. [illegible] OF THE TREE PROTECTION FENCE SHALL CONSIST OF DURABLE SNOW FENCE OR EQUIVALENT ORANGE COLOR YELLOW OR ORANGE.
2. TREE PROTECTION FENCE SHALL BE PLACED AROUND TREES TO BE PRESERVED AT THE APPROPRIATE DRIP LINE AND ACTIVITY IN AND AROUND THE TREE SHALL CEASE PRIOR TO INSTALLATION OF THE TREE PROTECTION FENCE.
3. TREE PROTECTION FENCE SHALL BE ERECTED PRIOR TO ANY DEMOLITION, EXCAVATION OR CONSTRUCTION ACTIVITY TO ANY PART OF THE SITE INCLUDING CLEARING, GRUBBING, OR ANY OTHER ACTIVITY THAT COULD DAMAGE TREES AT THE DRIPLINE EXCEPT MARKING LAND ALTERATION OR CONSTRUCTION ACTIVITY WITHIN THE FENCE.
4. TREE PROTECTION FENCE SHALL BE PLACED AROUND TREES AT THE DRIPLINE EXCEPT WHERE LAND ALTERATION OR CONSTRUCTION ACTIVITY IS APPROVED BY THE CITY.
5. THE DRIPLINE IS DEFINED AS THE IMAGINARY VERTICAL LINE THAT EXTENDS DOWNWARD FROM THE OUTERMOST TIPS OF THE TREE'S BRANCHES TO THE GROUND.
6. WHERE SIGNIFICANT ROOTS OF THE TREE PROTECTED BY FENCING SHALL BE PROTECTED FROM INSECTICIDE REMOVAL, PLACEMENT OF SOIL, COMPACTION, AND OTHER ACTIVITIES THAT MAY BE HARMFUL TO THE ROOTS OF THE TREE.
7. ALL TREE PROTECTION FENCING TO BE CHECKED AND MAINTAINED DAILY TO ENSURE THAT THE FENCE REMAINS CLEARLY AT THE LIMITS OF THE PROTECTION ZONE.
8. ANY DAMAGE TO PROTECTED TREES OR THEIR CANOPY TREE TO BE REPAIRED SHALL BE PERFORMED BY AN ARBORIST EXPERT WITH THE KNOWLEDGE AND EXPERIENCE TO PROPERLY TREAT THE DAMAGED TREE.
9. [illegible] TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL ALL GRADING, CONSTRUCTION AND LANDSCAPING HAS BEEN COMPLETED AND APPROVED BY THE CITY OF NOVI. ANY REQUEST TO REMOVE TREE PROTECTION FENCING SHALL BE MADE TO THE CITY OF NOVI FORESTRY DIVISION.

TREE PROTECTION FENCE
NOT TO SCALE

NOTE: TREE FENCE INSTALLATION AND REMOVAL: 1,268 LF x 6 $/LF = $7,608

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TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC

CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
REMOVAL PLANS

DATE
JAN 24, 2025

2025-06-17 PER CITY
2025-08-07 PER CITY
2025-12-15 PER CITY
2026-01-09 PER CITY
2026-02-12 REVISIONS
2026-03-11 REVISIONS

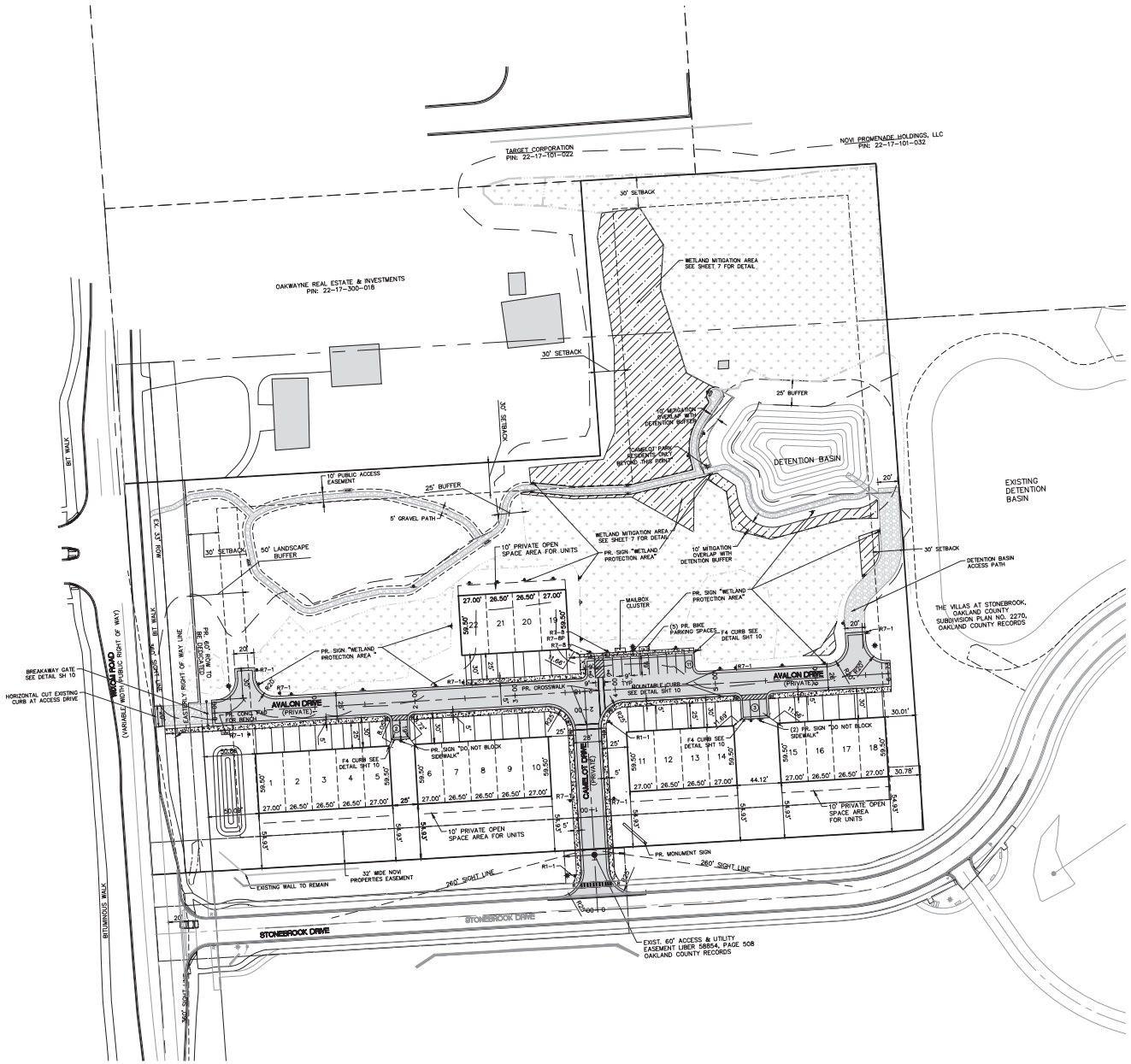
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LEGEND

- BOUNDARY LINE
- EXIST. EASEMENT
- SECTION LINE
- EXISTING RIGHT OF WAY
- EXIST. CURB AND GUTTER
- EXIST. WETLAND BUFFER
- PROP. SETBACK
- PROP. BUILDING
- PROP. BACK OF CURB
- EXIST. WETLAND
- PROP. CONCRETE WALK
- PROP. ASPH.
- PROP. GRAVEL PATH
- PROP. SIDEWALK RAMP
- PROP. LIGHT POLE

WETLAND PROTECTION | WALK SIGN | R1-1 | R7-1 | R7-8 | R7-8P

SIGNAGE NOTES

1. SIGNS 12" X 18" OR SMALLER IN SIZE SHALL BE MOUNTED ON A GALVANIZED 2 LB. U-CHANNEL POST
2. SIGNS GREATER THAN 12" X 18" SHALL BE MOUNTED ON A GALVANIZED 3 LB. OR GREATER U-CHANNEL POST
3. SIGN BOTTOM HEIGHT OF 7' FROM FINAL GRADE
4. SIGNING SHALL BE PLACED 2' FROM THE FACE OF THE CURB OR EDGE OF THE NEAREST SIDEWALK TO THE NEAR EDGE OF THE SIGN
5. FHWA STANDARD ALPHABET SERIES USED FOR ALL SIGN LANGUAGE
6. HIGH-INTENSITY PRISMATIC (HIP) SHEETING TO MEET FHWA RETRO-REFLECTIVITY

SIGN QUANTITIES

SIGN TYPE	SIGN SIZE	QUANTITY
R1-1	30"x30"	2
R7-1	18"x12"	8
R7-8	18"x12"	2
R7-8P	6"x12"	1
WALK SIGN	18"x12"	3
WETLAND	18"x12"	32

LAYOUT NOTES

1. THE PROPOSED DEVELOPMENT IS PLANNED TO BE DEVELOPED USING THE CITY'S PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY DEVELOPMENT OPTION, UNDER OVERLAY SPECIAL USE APPROVAL ALLOWING FOR "LOW-RISE MULTIPLE-FAMILY" RESIDENTIAL USES.
2. THE PURPOSE OF THIS CONCEPT PLAN SUBMITTAL IS FOR PRELIMINARY ZONING REVIEW WITH THE CITY. IN ACCORDANCE WITH THE EXISTING PSLR OVERLAY.
3. SITE ACCESS WILL BE VIA PRIVATE ENTRANCE AND PARKING LOT. THE PROPOSED CONNECTION WILL BE COORDINATED WITH THE CITY OF NOVI.
4. ALL SIDEWALKS AND SIDEWALK RAMPS WILL BE ADA COMPLIANT.
5. SEE SHEET 10 FOR T-TURN AROUND DETAIL.
6. THE DEVELOPMENT IS PROPOSED TO BE SERVED BY PUBLIC SEWER AND WATER. THE LOCATIONS OF THE EXISTING WATER AND SEWER AS SHOWN ARE APPROXIMATE. FIRE PROTECTION IN ACCORDANCE WITH CITY OF NOVI STANDARDS WILL BE DEPICTED ON SUBSEQUENT SUBMITTALS.
7. STORM WATER MANAGEMENT IS PROPOSED TO BE ADDRESSED THROUGH THE CONSTRUCTION OF A DETENTION BASIN AS SHOWN. REFER TO THE GRADING AND DETAILS SHEET FOR CONCEPTUAL SIZING CALCULATIONS. THE STORM WATER OUTLET IS CURRENTLY PLANNED TO BE DETAINED FOR THE 100-YEAR EVENT ON-SITE AND THEN DIRECTED TO THE REGIONAL DETENTION BASIN TO THE SOUTH.
8. THIS PROJECT IS TO BE COMPLETED IN A SINGLE PHASE.
9. EMERGENCY ACCESS GATE IS TO BE INSTALLED AND CLOSED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY
10. THE DEVELOPMENT IS PROPOSED TO BE SERVICED BY INDIVIDUAL RESIDENTIAL WASTE MANAGEMENT SERVICE.
11. ALL UNITS WILL HAVE CARRIAGE LIGHTS MOUNTED OUTSIDE OF GARAGES FOR LIGHTING. LIGHT POLES ARE PROPOSED AT EACH TURNAROUND AREA, THE CENTRAL MAILBOX PARKING AREA, AND A CITY LIGHT POLE AT THE ENTRANCE LOCATION ON STONEBROOK DRIVE.
12. ALL UNITS ARE PROPOSED TO HAVE BASEMENTS.
13. ALL UNITS WILL HAVE A 10' DEEP AREA BEHIND THE UNIT FOR PRIVATE OUTDOOR RECREATION TO ACT AS AN EXTENSION OF THE REAR COVERED PATIO.

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PSLR OVERLAY CONCEPT PLAN
LAYOUT PLAN

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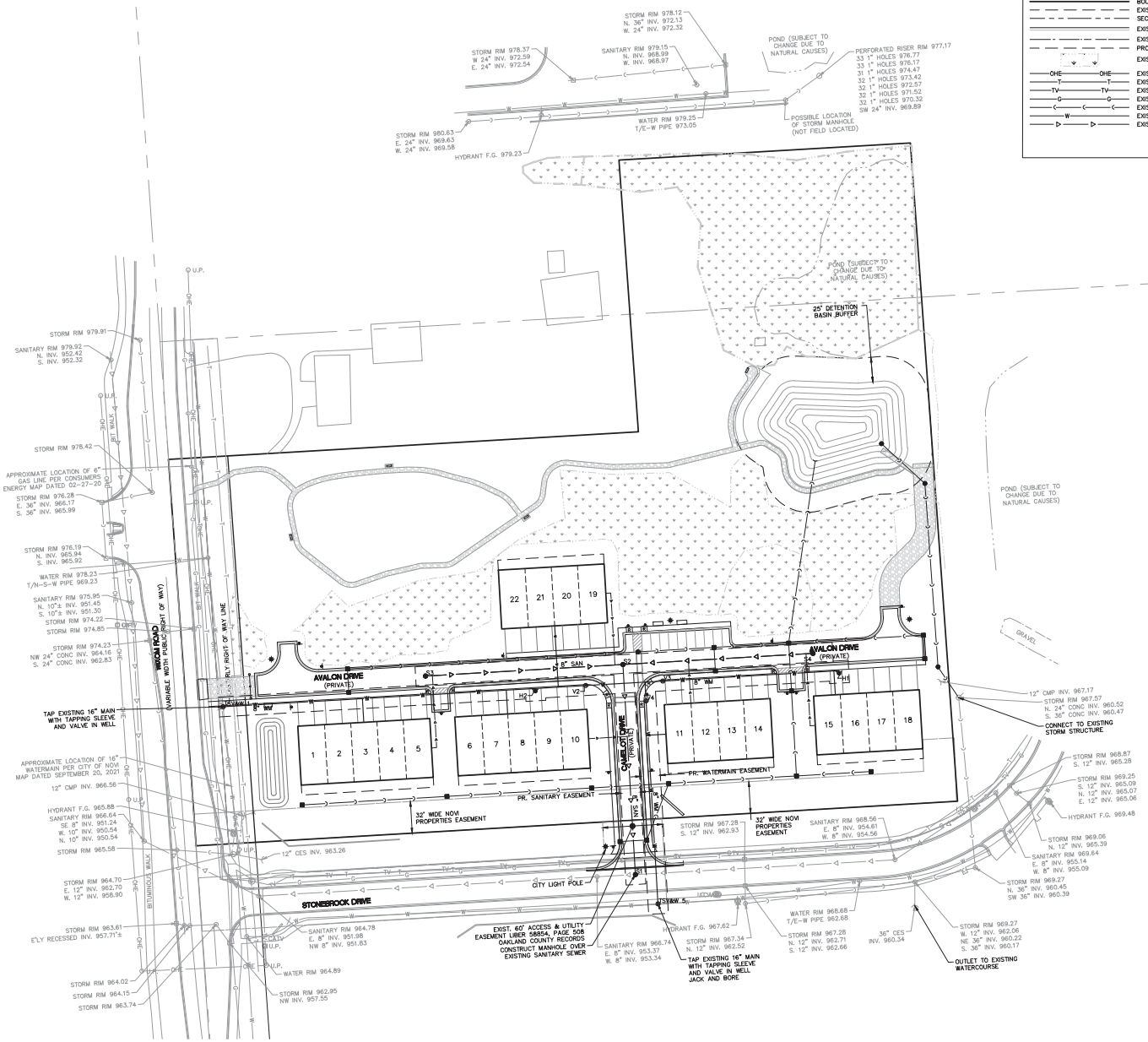
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LEGEND

	BOUNDARY LINE		EXIST. CULVERT
	EXIST. EASEMENT		EXIST. CATCH BASIN/INLET
	SECTION LINE		EXIST. HYDRANT
	EXIST. CURB AND GUTTER		EXIST. VALVE
	EXIST. GRAVEL		EXIST. SANITARY SEWER
	PROP. SETBACK		PROP. WETLAND BUFFER
	EXIST. WETLAND		PROP. BUILDING
			PROP. BACK OF CURB
OHE OHE	EXIST. OVERHEAD ELEC. LINE		PROP. EASEMENT
T T	EXIST. OVERHEAD TELE. LINE		PROP. STORM SEWER
TV TV	EXIST. CABLE LINE		PROP. SANITARY
G G	EXIST. GAS		PROP. WATER MAIN
C C	EXIST. STORM		PROP. END SECTION
W	EXIST. WATER MAIN		PROP. CATCH BASIN/INLET
	EXIST. SANITARY		PROP. WATER VALVE
			PROP. FIRE HYDRANT
			PROP. MANHOLE
			PROP. LIGHT POLE

SANITARY SEWER BASIS OF DESIGN

No. of Units			22 Units 22 R.E.U.
No. of Users per Unit:			3.2 Persons
Total Expected Population Served:			70 Persons
Average Daily Flow (per capita):			100 G.P.D.
Peaking Factor:			4.00
Average Flow:	POP * 100 =		**7,040 G.P.D.** 4.9 G.P.M. 0.011 C.F.S.
Peak Flow:	7,040	* 4. =	**28,160 G.P.D.** 19.6 G.P.M. 0.044 C.F.S.
Pipe Capacity:	8 in. diameter 0.40% slope 0.013 Manning's 'n'		A= 0.349 sf R= 0.167 ft
	Manning's Capacity =		0.766 C.F.S.
	Velocity Flowing Full =		2.20 F.P.S.

UTILITY NOTES

1. ALL SANITARY SEWER ON SITE SHALL BE 8" PVC SDR 26.
2. ALL SANITARY LEADS SHALL BE 6" PVC SDR 23.5 AND ARE TO BE BURIED AT LEAST 5' DEEP WHERE UNDER INFLUENCE OF PAVEMENT.
3. ALL WATER MAIN TO BE DIP CL-54.
4. ALL WATER SERVICES TO BE 2" TYPE "K" COPPER FOR DOMESTIC SERVICE, 4" DUCTILE IRON FOR FIRE SERVICE.
5. HYDRANT LEADS MUST BE 8" DIAMETER IF LENGTH EXCEEDS 25 LF.
6. COMPACTED SAND BACKFILL (MDOT SAND CLASS II) SHALL BE PROVIDED FOR ALL UTILITIES WITHIN THE INFLUENCE OF PAVED AREAS.

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GRADING AND SESC NOTES

1. ALL EROSION AND SEDIMENTATION CONTROL WORK SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATION OF THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER AND CITY OF NOVI.
2. SOIL EROSION AND SEDIMENTATION BEST MANAGEMENT PRACTICE (BMP) MEASURES SHALL BE INSTALLED PRIOR TO START OF ANY CONSTRUCTION OR EARTH DISRUPTION ACTIVITIES AND SHALL BE MAINTAINED AT ALL TIMES UNTIL CONSTRUCTION HAS BEEN COMPLETED, INCLUDING ALL GRASS BEING WELL ESTABLISHED AND/OR PERMANENT EROSION AND SEDIMENTATION BMP MEASURES ARE IN PLACE. OAKLAND COUNTY WATER RESOURCES COMMISSIONER MAY REQUIRE WORK TO BE STOPPED AND THE STORM DRAINAGE OUTLET TO BE PLUGGED, IF CONDITIONS BECOME UNSATISFACTORY.
3. CONTRACTOR IS TO DESIGNATE A SITE DUMP/WASH AREA PRIOR TO STARTING CONSTRUCTION FOR SUCH PURPOSES AS WASHING OUT CONCRETE TRUCKS AND DUMPING NON-HAZARDOUS WASTE MATERIALS, SUBJECT TO THE SUPERVISION OF THE OAKLAND COUNTY WATER RESOURCES COMMISSIONER. DUMPING OR DISCHARGE OF ANY WASTE MATERIALS TO ANY TOWNSHIP OR COUNTY SEWERS IS PROHIBITED. HAZARDOUS WASTES ARE TO BE REMOVED OFF-SITE AND PROPERLY DISPOSED OF CONSISTENT WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
4. DEVELOPER SHALL SUBMIT A DETAILED EROSION CONTROL PLAN, COMPLETED APPLICATION AND CHECKLIST FORMS, PAY ALL FEES AND POST AN EROSION CONTROL PERFORMANCE BOND, AS REQUIRED, PRIOR TO ANY EARTH CHANGE.
5. SEDIMENT AND EROSION CONTROLS MUST BE INSPECTED WITHIN 24 HOURS OF 0.50" OR GREATER RAINFALL. A WRITTEN LOG OF THESE INSPECTIONS MUST BECOME PART OF THE STORMWATER POLLUTION PROTECTION PLAN AND INDICATE THE DATE OF INSPECTION, NAME OF INSPECTOR, WEATHER CONDITIONS, OBSERVATIONS, AND ACTIONS TAKEN TO CORRECT ANY PROBLEMS AND THE DATE.
6. SEDIMENT TRAPS, INLET FILTERS, AND PERIMETER CONTROLS SHALL BE IMPLEMENTED AS A FIRST STEP OF GRADING AND WITHIN 7 DAYS FROM THE START OF GRUBBING AND SHALL CONTINUE TO FUNCTION UNTIL UPLAND AREAS ARE STABILIZED.
7. INLET FILTERS SHOULD BE INSPECTED FOR BUILD-UP OF SILT AND OTHER DEBRIS. THIS IS EVIDENT IF GEOTEXTILE/STONE STRUCTURE IS CAUSING FLOODING. MAINTENANCE WOULD CONSIST OF REMOVING OF SEDIMENTS WITH A STIFF BRISTLE BROOM OR SQUARE POINT SHOVEL. IF INLET FILTER IS BEYOND THIS LEVEL OF REPAIR IT MAY BE NECESSARY TO REPLACE BOTH THE STONE AND GEOTEXTILE FILTER.
8. EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, AND PONDS.
9. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN, CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF SILT OFF THE SITE.
10. CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED AND AS DIRECTED ON THESE PLANS. HE SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES, AND OTHER EARTH CHANGES HAS BEEN ACCOMPLISHED.
11. STOCK PILES WILL BE SEEDED AND MULCHED AND RE-SEEDED IF SEEDING DOES NOT TAKE.
12. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 5 CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED. WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH CHANGE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED WITHIN 30 CALENDAR DAYS. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED. ALL PERMANENT SOIL EROSION CONTROL MEASURES WILL BE IMPLEMENTED AND ESTABLISHED BEFORE A CERTIFICATE OF COMPLIANCE IS ISSUED.
13. ALL MUD/DIRT TRACKED ONTO EXISTING ROADS FROM THIS SITE, DUE TO CONSTRUCTION, SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR/BUILDER.
14. CLEANUP WILL BE DONE IN A MANNER TO ENSURE THAT EROSION CONTROL MEASURES ARE NOT DISTURBED.
15. DUST CONTROL WILL BE EXERCISED AT ALL TIMES WITHIN THE PROJECT BY THE CONTRACTOR, SPRINKLING TANK TRUCKS WILL BE AVAILABLE AT ALL TIMES TO BE USED ON HAUL ROUTES OR OTHER PLACES WHERE DUST BECOMES A PROBLEM.
16. NO SOLID OR LIQUID WASTE SHALL BE DISCHARGED INTO STORM WATER RUNOFF.
17. EXCESS DIRT/FILL IS NOT TO BE PLACED WITHIN THE PROPOSED BUILDING LIMITS OR ON ANY AREAS ON OR ADJACENT TO THE SITE BEYOND THE LIMITS OF DISTURBANCE SHOWN ON THE SOIL EROSION PLANS UNLESS WRITTEN AUTHORIZATION IS PROVIDED BY THE ACCEPTING LAND OWNER.
18. STAGING THE WORK WILL BE DONE BY THE LIE LANDOWNER OR LANDOWNER'S REPRESENTATIVE AS DIRECTED IN THESE PLANS AND AS REQUIRED TO ENSURE PROGRESSIVE STABILIZATION OF DISTURBED EARTH CHANGE.
19. TOP SOIL REPLACEMENT: SUFFICIENT TOP SOIL SHALL BE STOCKPILED ON THE SITE SO THAT AREAS MAY BE RECOVERED WITH A MINIMUM OF THREE INCHES OF TOP SOIL. ALL REPLACED TOP SOIL SHALL IMMEDIATELY BE PLANTED WITH GRASS OR OTHER PLANT MATERIAL ACCEPTABLE TO THE TOWNSHIP SO AS TO PREVENT EROSION.

LEGEND

BOUNDARY LINE		EXIST. CULVERT	
EXIST. EASEMENT		EXIST. CATCH BASIN/INLET	
SECTION LINE		EXIST. HYDRANT	
EXIST. CURB AND GUTTER		EXIST. VALVE	
EXIST. GRAVEL		EXIST. SANITARY SEWER	
EXIST. CONTOUR		PROP. SETBACK	
PROP. CONTOUR		PROP. BUILDING	
EXIST. WETLAND		PROP. BACK OF CURB	
EXIST. OVERHEAD ELEC. LINE		PROP. WETLAND BUFFER	
EXIST. UNDERGROUND UTILITY		PROP. GRADING LIMITS	
EXIST. CABLE LINE		PROP. STORM SEWER	
EXIST. GAS		PROP. SANITARY	
EXIST. STORM		PROP. WATER MAIN	
EXIST. WATER MAIN		PROP. END SECTION	
EXIST. SANITARY		PROP. CATCH BASIN/INLET	
		PROP. WATER VALVE	
		PROP. FIRE HYDRANT	
		PROP. MANHOLE	

Pre-Post Runoff - Rational Method

Pre-Development Condition

Onsite flow to downstream outlet

A	6.16 ac
C	0.35
I100	5.41 in/hr
Tc	20 min
p	100 yr
Qpre =	**11.7 cfs**

Post-Development Condition

Direct flow to downstream outlet

A,direct	2.88 ac
C	0.35
I100	5.41 in/hr
Tc	20 min
p	100 yr
Qdirect	5.5 cfs

Peak Basin Outflow (See Basin Calc)

Q100p =	3.3 cfs

Qpost* = 8.8 cfs < Qpre... OK

* Note this value is conservative. The basin peak outflow will occur at a later time than the peak direct runoff.

PRELIMINARY STORM WATER CALCULATIONS

Drainage Area and Runoff Coefficient

Land Cover	Quantity	Unit	Area, sf	A, ac	C	CA	
Water	-	-	12,500	0.29	1.0	0.287	
Impervious	100%	-	76,664	1.76	0.95	1.672	
Pervious	-	-	49,357	1.13	0.25	0.283	C' per HSG
Total:	-	-	138,521	3.18	NA	2.242	

Time of Concentration

	Flow	S, slope	L, ft	V, ft/sec	T	
	Sheet	1.0%	120	0.48	4.2 min	
	Shallow	1.3%	300	1.37	3.6 min	
	Initial	--	--	--	0 min	Calculated
	Pipe/Sewer	--	1300	3.0	7.2 min	v V or Tc from sewer calcs
	Time of Concentration, T (round to nearest min.)				20.0 min	(min. varies by use)

1. Design Drainage Area Parameters

Design Drainage Area, A	=	3.18 ac	
Runoff Coeff, C	=	0.71	Calculated
Time of Concentration, Tc	=	20.0 min	Assigned

C = ΣCA/A

2. Channel Protection Volume Control — *Post-development site runoff volume from a 1.3-inch rainfall event*

Vcp = r × 4,719 x C x A = 10,655 cf

Vcp-p (provided) = - cf

3. Channel Protection Rate Control: Extended Detention — *Based on a 2-year / 24-hour storm*

Ved = 6,897 x C x A = 15,572 cf

4. Water Quality Control (Forebay) — *Forebay design volume = 25% of the Water Quality Volume*

Vf = (0.15)Vwq = 545 x C x A = 1,231 cf

5. Detention and Flood Control — *Implemented to manage the 100-year peak runoff rate*

5.1. Variable Release Rate Calculations — *Qvrr is the allowable release rate in cfs/ac*

Assume drain has capacity (not restricted by OWCRC) therefore use Variable Release Rate

Qvrr = 1.1055 - 0.206 x ln(A) = 0.867 cfs/ac

Q100p is the allowable 100-year post-development peak flow rate in cfs

Q100p = Qvrr x A = 2.76 cfs

5.2. 100 Year Runoff Volume

V100r = 18,985 x C x A = 42,864 cf

5.3. 100 Year Peak Inflow Rate

Q100in = 1100 x C x A = 12.2 cfs

I100 = 83.3/(Tc + 9.17)^0.81 = 5.42 in/hr; Tc= 20.0 min

5.4. Storage Curve Factor

R = (0.206 - 0.15ln(Q100p/Q100in) = 0.429

5.5. 100 Year Detention Volume

V100r = (V100r x R) - Vcp-p = 18,389 cf - Design 100-year storage volume

Site Plan must be designed to accommodate the following volumes:

Vcp=c = 10,655 cf

Ved = 15,572 cf

V100d (min volume = Ved) = 18,389 cf *(min Ved)*

Soils unsuitable for infiltration BMPs - cf *(from BMP table)*

6. Detention volume check: V100d ≥ Ved

Ved = 15,572

V100d = 18,389 *Volume Check- OK*

Detention Basin Summary

	Elevation (Stage)	Surface Area (SF)	Depth (FT)	Cumulative Volume (Storage, CF)	V (ED)	Zed	100-Year Z100
Zo	965.0	4,000	0	0	15,572		18,389
	966.0	5,500	1.0	4,730	-		-
	967.0	7,500	1.0	11,264	-		-
	968.0	10,000	1.0	19,924	967.50		967.82
Ztop	969.0	12,500	1.0	31,151	-		-
				-	-		-
		-		-	-		-

Design Elevations: 967.50 967.85

Total Basin Volume Provided to EL 969 = 31,151 cf

Freeboard Provided = Top of Bank - Z100 = 1.15 ft

Outlet Calculations

Extended Detention Orifice

Average Discharge Rate, Qave = Ved / 172,800 =		0.090 cfs	release over 48-hours
Water level at Ved (per stage/storage), h(ave) =		2.50 ft	refer to basin above
Water level at 50% Ved, h(ED) = h(ave)/ 2 =		1.25 ft	
ED Orifice Area, a = Qave/(0.62 x √(64.4 x h(ave)) =		0.0162 sf	
ED Orifice Diameter, d = 12 x √(4 x a/π) =		1.70 in	assuming single orifice
Selected Orifice size (Ao = 0.0123 sf)	=	1.50 in	
ED orifice holes required	=	**1 - 1.5 in dia holes**	

Flood Control (100-yr) Orifice

Peak Flood HWL (per stage/storage), h100 =		2.85 ft	per basin sizing above
100-yr Head, h(req) = Z100 - Zed =		0.35 ft	over 100-yr orifice
100-yr flow thru ED, Q(ED) = q(ED) * 0.62 √(64.4 * h100) =		0.103 cfs	
Remaining flow for 100-yr orifice, Qreq = Qp - Q(ED) =		2.657 cfs	
Flood Control Orifice Area (a) = Qreq/(0.62x√(64.4 x h)) =		0.903 sf	
Flood Control Orifice Diameter, d = 12 x √(4 x a/π) =		12.90 in	assuming single orifice
Selected Orifice size (Ao = 0.9401 sf)	=	3.00 in	
100-yr orifice holes required	=	**18 - 3 in dia holes**	

Outlet Pipe (sized for peak design outflow)

100-yr Peak Allowable Discharge, Qp =	=	2.76 cfs	from above
100-yr Peak Pond Inflow, Qi = C x I100 x A	=	12.24 cfs	from above
Outlet pipe size (Ao = 0.7854 sf)	=	12 in	min 4-in diameter
Outlet pipe elevations	Invert =	965.00 Springline =	965.50
Head, h = Z100 - Springline	=	2.35 ft	
Capacity Qap = Ao * 0.62 √(64.4 * h)	=	5.99 cfs - see spillway design	

Basin Overflow Weir

Pipe Head, h = Ztop - Springline	=	3.50 ft	
Capacity Qap = Ao * 0.62 √(64.4 * h)	=	7.31 cfs < peak inflow	flow through pipe
100-yr Peak Pond Inflow, Qi = C x I100 x A	=	12.24 cfs	from above
h = Ztop - Zweir	=	0.65 ft	Zweir = Z100 + 0.5'
Weir length, L = Q/(C x h^(3/2))	=	8 ft (min. 3')	use C=3.33

Permanent Pool Volume Summary

	Elevation (Stage)	Surface Area (SF)	Depth (FT)	Cumulative Volume (Storage, CF)	First Flush 2ft
Zo	963.0	500	0	0	0
	964.0	1,500	1.0	955	-
Top	965.0	3,000	1.0	3,162	-

MAINTENANCE SCHEDULE AND NOTES

EMERGENCY ACCESS PATH AND MAINTENANCE ACCESS PATH SHALL BE MINIMUM 15' WIDE, MAXIMUM RUNNING SLOPE OF 1V:5H, MAXIMUM CROSS SLOPE OF 3%, AND ABLE TO WITHSTAND THE PASSAGE OF HEAVY EQUIPMENT

THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION BASIN. MAINTENANCE SHOULD BE PERFORMED FOLLOWING ANY STORM AND SHOULD INCLUDE:

1. CHECKING THE DEPTH OF SEDIMENT DEPOSIT TO ENSURE THE CAPACITY OF THE BASIN IS ADEQUATE FOR STORM WATER AND SEDIMENT DEPOSITION, AND FOR THE REMOVING OF SEDIMENT.
2. CHECKING THE BASIN FOR PIPING, SEEPAGE OR OTHER MECHANICAL DAMAGE.
3. CHECKING FOR THE PRESENCE OF ANY SOIL CAKING, WHICH WOULD PREVENT PROPER DRAINAGE FROM THE BASIN.
4. CHECKING THE OUTFALL TO ENSURE DRAINAGE IS NOT CAUSING ANY CORROSIVE VELOCITIES AND TO ENSURE THE OUTLET IS NOT CLOGGED.
5. ANY PROBLEM DISCOVERED DURING THE MAINTENANCE CHECKS SHOULD BE ADDRESSED IMMEDIATELY.
6. SEDIMENT REMOVED DURING CLEANING SHOULD BE PLACED AT AN UPLAND AREA AND STABILIZED SO THAT IT DOES NOT RE-ENTER THE DRAINAGE COURSE.

DRAINAGE NARRATIVE

THE SITE IS CURRENTLY PART OF THE WIXOM ROAD DRAINAGE DISTRICT. THE AVALON PARK DEVELOPMENT RUNOFF WILL BE CAPTURED, DETAINED, AND RELEASED SOUTH INTO THE WIXOM ROAD DRAINAGE DISTRICT. THE PROPOSED PLAN REDUCES THE RUNOFF RATE TO THE WIXOM ROAD DRAINAGE DISTRICT BY DETAINING ON SITE. OFFSITE DRAINAGE FROM ADJACENT PROPERTIES DRAIN INTO EXISTING WETLANDS.

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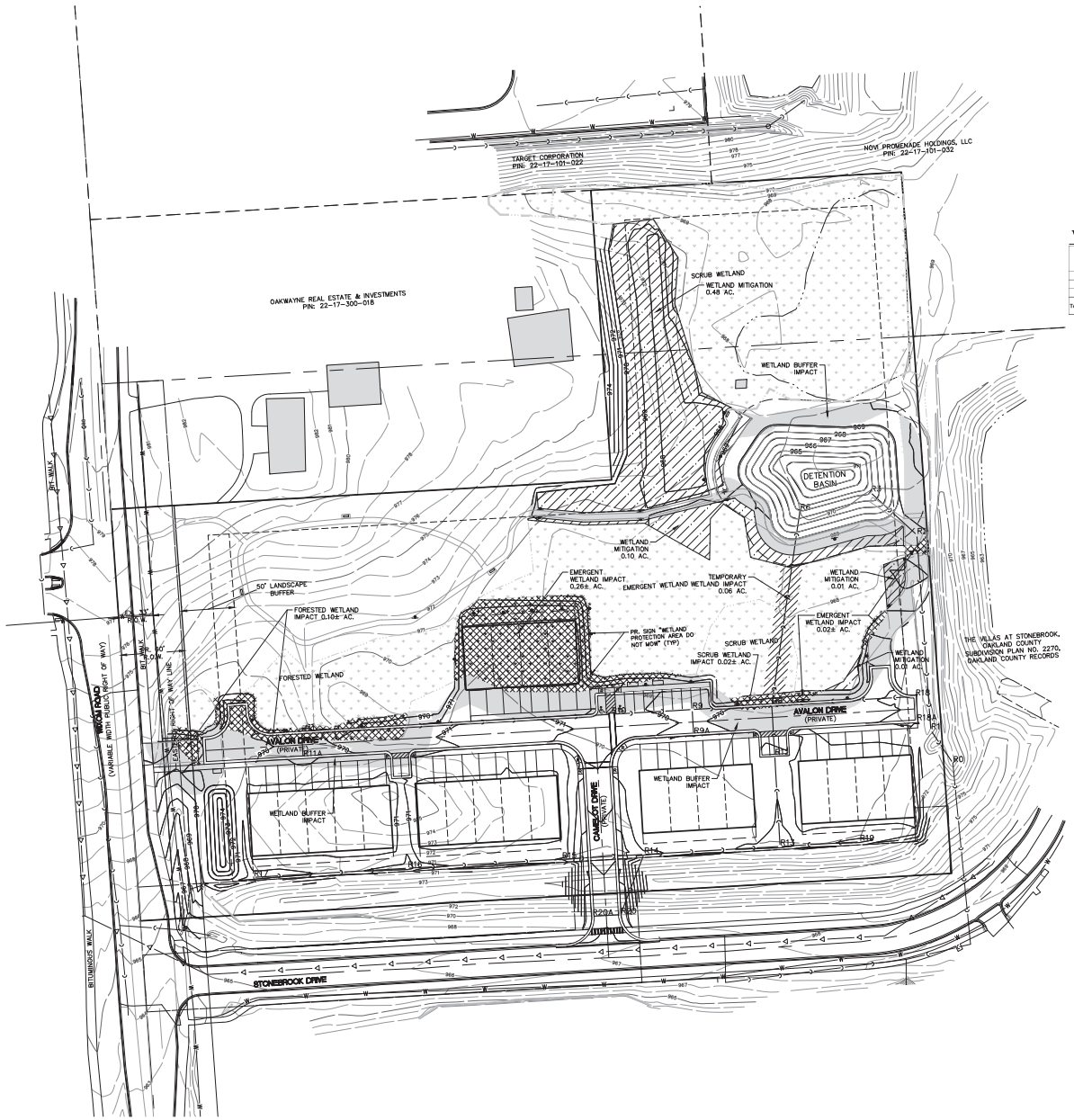
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WETLAND IMPACTS

Wetland	EGLE Regulated	City Regulated	Wetland Area (AC)	Wetland Impact Area (SF)	Wetland Impact Area (AC)	Buffer Impact Area (SF)	Buffer Impact Area (AC)	Wetland Impact Fill Volume (CY)	Temporary Impact Area (SF)	Temporary Impact Area (AC)	Mitigation Ratio	Mitigation Area (AC)
FORESTED	Yes	Yes	0.33	4,483	0.10	8,198	0.19	166	0	0.00	2.00	0.21
EMERGENT	Yes	Yes	0.98	12,063	0.28	20,408	0.47	756	969	0.02	1.50	0.42
SCRUB	Yes	Yes	0.17	724	0.02	2,652	0.06	27	1,448	0.03	1.50	0.02
Total (EGLE):				17,270	0.40	31,258	0.72	949	2,417	0.06	REQUIRED MITIGATION:	0.65
											MITIGATION PROVIDED	0.61

NOTES

1. SEE LANDSCAPE SHEETS FOR TREE REPLACEMENT QUANTITIES.
2. MITIGATION NOT PROPOSED FOR TEMPORARY WETLAND IMPACT
3. FOR TEMPORARY WETLAND DISTURBANCE USE EMERGENT SEED MIX.
4. FOR BUFFER DISTURBANCE USE THE CRP POLLINATOR MIX
5. SEE SHEET 8 FOR PRESERVATION AREA AND HABITAT ENHANCEMENTS

TEMPORARY WETLAND RESTORATION

1. INSTALL GEOTEXTILE SILT FENCE AND ANY OTHER SOIL EROSION CONTROL STRUCTURES AS INDICATED ON DRAWINGS AND/OR SOIL EROSION CONTROL PERMIT.
2. CLEAR AND GRUB AREA IF INDICATED ON DRAWINGS.
3. EXCAVATE TRENCH. SOIL FROM TRENCH SHALL BE SIDE CAST ON A GEOTEXTILE MAT WITHIN THE WETLAND. THE FIRST ONE (1) FOOT OF TOPSOIL SHALL BE SAVED AND RESTORED TO THE ORIGINAL EXCAVATED AREA.
4. IF NECESSARY, PROVIDE LOCALIZED PUMPING TO DEWATER THE TRENCH. SILT BAGS SHALL BE USED TO MINIMIZE SILT AT POINT OF DISCHARGE.
5. INSTALL PIPE AND FITTINGS.
6. BACKFILL TRENCHES ACCORDING TO THE DETAILS PROVIDED IN THE DRAWINGS.
7. GRADE CONSTRUCTION AREA TO MEET EXISTING CONTOURS. ALL EXCESS MATERIAL MUST BE REMOVED OUTSIDE WETLAND AREAS.
8. SEED DISTURBED AREA WITH A WETLAND SEED MIX USING ONLY SPECIES NATIVE TO MICHIGAN.

CRP POLLINATOR SEED MIX

GRASSES		PLS OZ/ACRE	SEEDS/SQ FT
ANDROPOGON GERARDII	BIG BLUESTEM	10.00	2.30
ELYMUS CANADENSIS	CANADA WILD RYE	14.00	1.67
SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	24.00	8.26
SORGHASTRUM NUTANS	INDIAN GRASS	16.00	4.41
	TOTAL GRASSES	64.00	16.64
FORBS		PLS OZ/ACRE	SEEDS/SQ FT
ACHILLEA MILLEFOLIUM	YARROW	1.45	5.93
ASCLEPIAS SYRIACA	COMMON MILKWEED	1.75	0.16
ASCLEPIAS TUBEROSA	BUTTERFLY MILKWEED	0.75	0.07
ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	0.25	0.38
CASSIA FASCICULATA (CHAMAECRISTA F.)	PARTRIDGE PEA	4.75	0.29
COREOPSIS LANCEOLATA	LANCE-LEAF COREOPSIS	4.85	2.23
ECHINACEA PURPUREA	PURPLE CONEFLOWER	4.75	0.72
HELIOPSIS HELIANTHOIDES	FALSE SUNFLOWER	4.00	0.56
MONARDA FISTULOSA	WILD BERGAMOT	0.25	0.40
PETALOSTEMUM PURPUREUM (DALEA P.)	PURPLE PRAIRIE CLOVER	3.00	1.24
RATIBIDA PINNATA	YELLOW CONEFLOWER	3.00	2.07
RUDBECKIA HIRTA	BLACK-EYED SUSAN	2.80	5.91
SOLIDAGO RIGIDA	STIFF GOLDENROD	0.25	0.24
ZIZIA AUREA	GOLDEN ALEXANDER	0.50	0.13
	TOTAL FORBS	32.35	20.35

EMERGENT WETLAND MIX

GRASSES, SEDGES & RUSHES		PLS OZ/ACRE	SEEDS/SQ FT
CAREX COMOSA	BRISTLY SEDGE	3.00	2.07
CAREX CRINITA	FRINGED SEDGE	3.00	1.58
CAREX HYSTERICINA	PORCUPINE SEDGE	4.50	3.10
CAREX STIPATA	AWL-FRUITED SEDGE	1.50	1.17
CAREX VULPINOIDEA	FOX SEDGE	4.00	9.18
ELEOCHARIS PALUSTRIS	GREAT SPIKE RUSH	0.25	0.29
GLYCERIA CANADENSIS	CANADA MANNA GRASS	2.00	3.40
GLYCERIA GRANDIS	REED MANNA GRASS	4.00	7.35
JUNCUS EFFUSUS	SOFT RUSH	0.25	5.74
JUNCUS TORREYI	TORREY'S RUSH	0.25	9.18
LEERSIA ORYZOIDES	RICE CUT GRASS	2.00	1.58
SCIRPUS ACUTUS (SCHOENOPLECTUS A.)	HARD-STEM BULRUSH	1.00	0.46
SCIRPUS ATROVIRENS	DARK GREEN BULRUSH	2.00	21.12
SCIRPUS CYPERINUS	WOOL GRASS	0.25	9.76
SCIRPUS FLUVIATILIS (BOLBOSCHOENUS F.)	RIVER BULRUSH	4.00	0.39
SCIRPUS VALIDUS (S. TABERNAEMONTANII)	SOFT-STEM BULRUSH	4.00	2.85
	TOTAL GRASSES	36.00	79.20
FORBS PLS		OZ/ACRE	SEEDS/SQ FT
ACORUS AMERICANUS	SWEET FLAG	3.50	0.53
ALISMA SUBCORDATUM	COMMON WATER PLANTAIN	4.00	5.51
ASCLEPIAS INCARNATA	SWAMP MILKWEED	2.50	0.28
ASTER PUNICEUS	SWAMP ASTER	0.50	0.92
BIDENS CERNUA	NODDING BUR MARIGOLD	1.00	0.48
CICUTA MACULATA	WATER HEMLOCK	0.75	0.21
EUPATORIUM MACULATUM	JOE PYE WEED	0.50	1.09
EUPATORIUM PERFOLIATUM	BONESET	0.25	0.92
IRIS VIRGINICA SOUTHERN	BLUE FLAG IRIS	2.00	0.05
LOBELIA CARDINALIS	CARDINAL FLOWER	0.15	1.38
LOBELIA SIPHILITICA	GREAT BLUE LOBELIA	0.15	1.72
MIMULUS RINGENS	MONKEY FLOWER	0.25	13.20
PELTANDRA VIRGINICA	ARROW ARUM	8.00	0.01
PENTHORUM SEDOIDES	DITCH STONECROP	0.50	14.92
POLYGONUM PENSYLVANICUM (PERSICARIA P.)	PENNSYLVANIA SMARTWEED	3.00	0.90
PONTEDERIA CORDATA	PICKEREL WEATA	8.00	0.23
RUMEX ORBICULATUS	GREAT WATER DOCK	0.25	0.05
SAGITTARIA LATIFOLIA COMMON	ARROWHEAD/DUCK POTATO	0.25	0.35
SPARGANIUM EURYCARPUM	COMMON BUR REED	7.00	0.08
VERBENA HASTATA	BLUE VERVAIN	1.45	3.10
	TOTAL FORBS	44.00	45.90
TEMPORARY GRASS COVER		OZ/ACRE	SEEDS/SQ FT
LOLIUM MULTIFLORUM	ANNUAL RYEGRASS	100.00	30.99
AVENA SATIVA	SEED OATS	320.00	7.35
	TOTAL TEMP GRASSES	420.00	38.34

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LEGEND

- BOUNDARY LINE
- EXIST. EASEMENT
- SECTION LINE
- EXISTING RIGHT OF WAY
- EXIST. CURB AND GUTTER
- PROP. DETENTION BASIN BUFFER
- PROP. SETBACK
- PROP. BUILDING
- PROP. BACK OF CURB
- EXIST. WETLAND
- EXIST. WETLAND DEMO
- PROP. WETLAND BUFFER DEMO
- PROP. WETLAND MITIGATION

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CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
WETLAND MITIGATION PLAN

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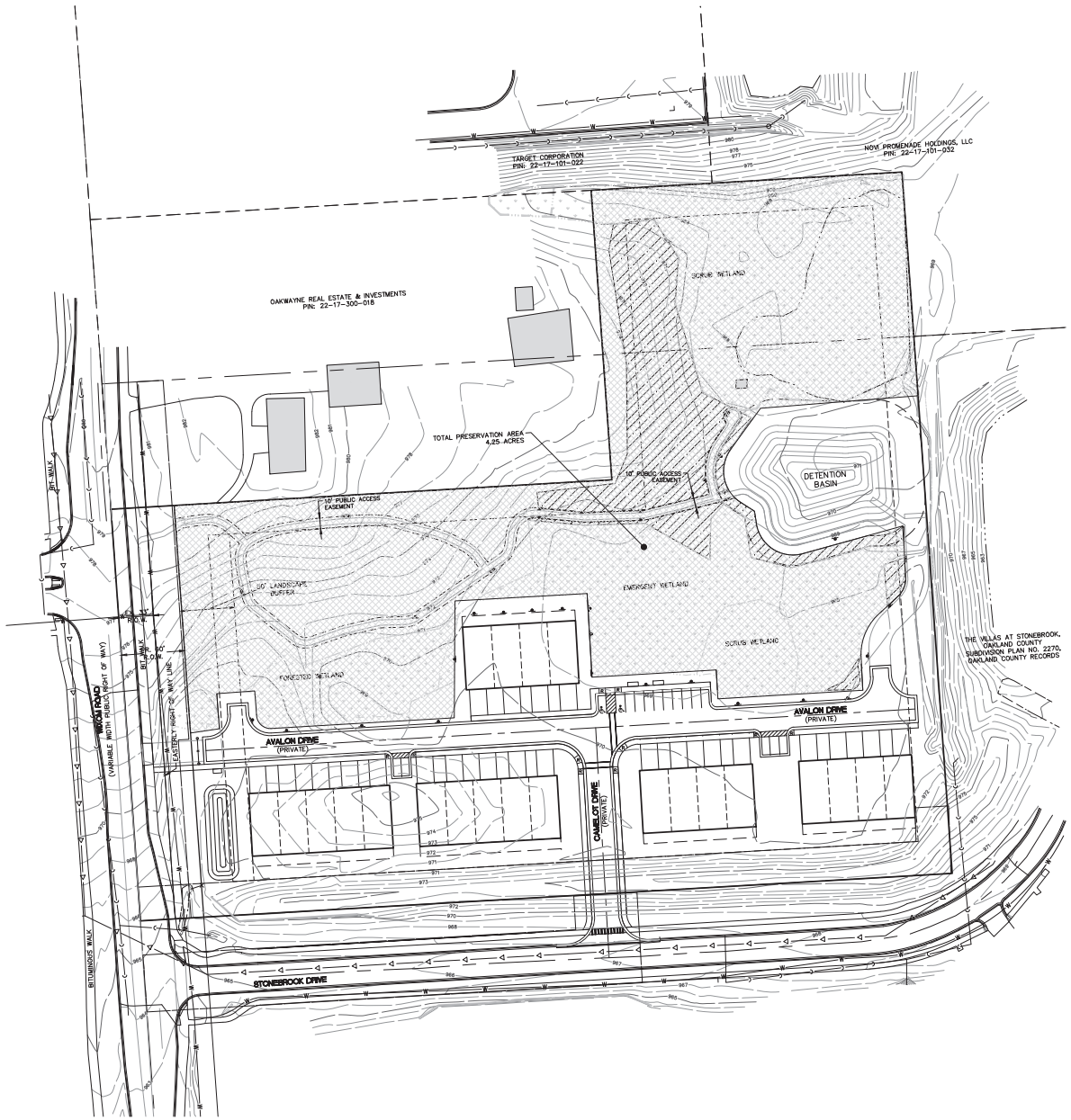
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- PROP. BACK OF CURB
- EXIST. WETLAND
- PROP. PRESERVATION AREA
- PROP. WETLAND MITIGATION

HABITAT ENHANCEMENTS

1. REMOVAL OF INVASIVE SPECIES.
2. NATIVE SEEDING TO PROMOTE NEW GROWTH.
3. PLACE NEW HABITAT STRUCTURES WITHIN EXISTING EMERGENT WETLAND AREAS AND PROPOSED MITIGATION AREAS. .

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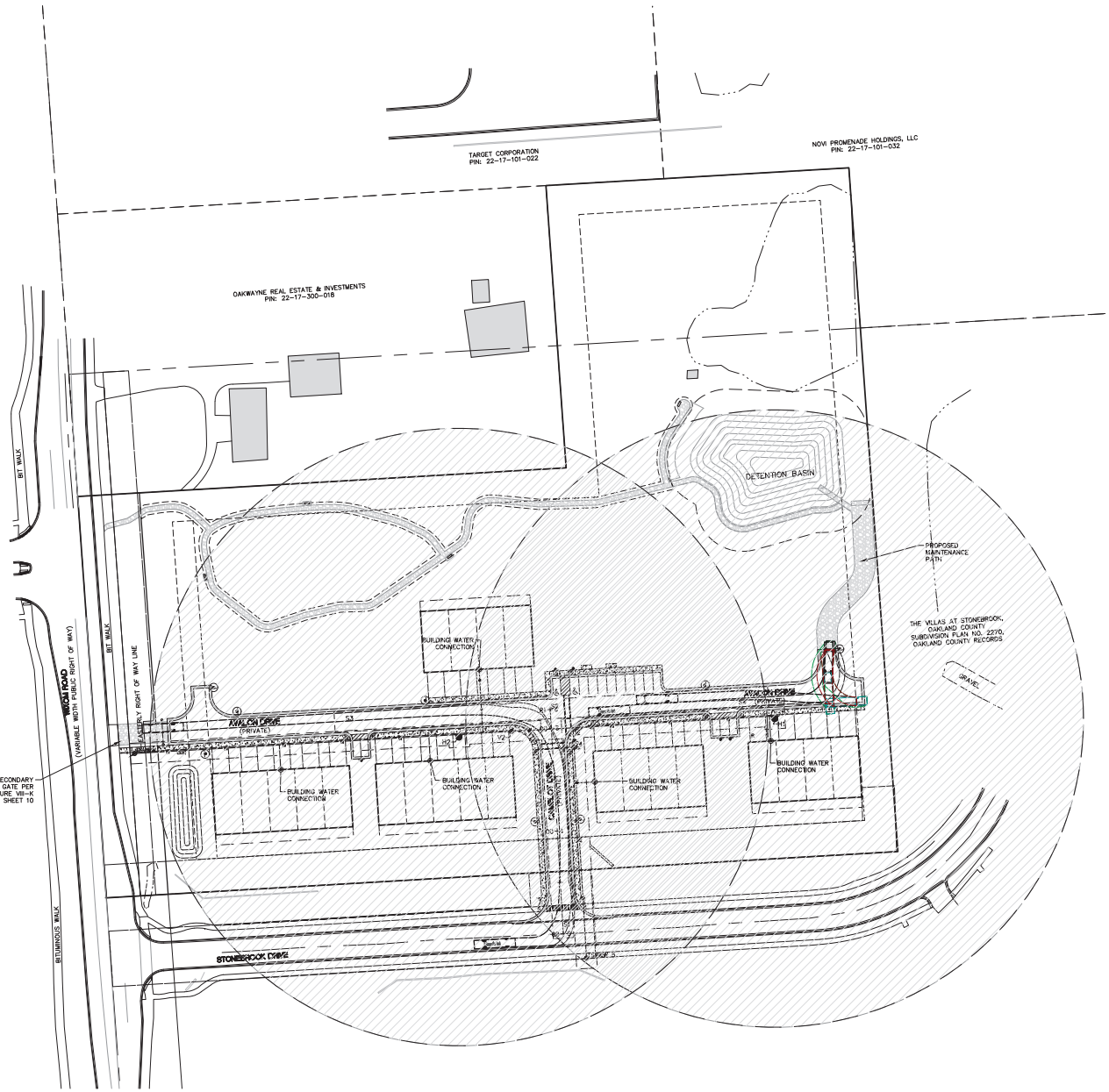
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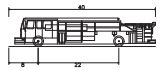


LEGEND

- PROPOSED WATER MAIN
- 300' RADIUS HYDRANT COVERAGE (TYP.)
- PROPOSED HYDRANT
- 'NO PARKING – FIRE LANE' SIGN

FIRE DEPARTMENT NOTES

1. ALL FIRE HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ANY COMBUSTIBLE MATERIAL IS BROUGHT ON SITE.
2. THE MINIMUM WIDTH OF A POSTED FIRE LANE IS 20 FEET. THE MINIMUM HEIGHT OF A POSTED FIRE LANE IS 14 FEET.
3. AN UNOBSTRUCTED OUTSIDE TURNING RADIUS OF 50 FEET MINIMUM AND AN INSIDE TURNING RADIUS OF 30 FEET MAXIMUM ARE TO BE PROVIDED AT INTERSECTIONS OF PRIVATE OR PUBLIC ROADWAYS AND CUL-DE-SACS
4. THE DISTRIBUTION SYSTEM IN ALL DEVELOPMENTS REQUIRING MORE THAN EIGHT HUNDRED (800) FEET OF WATER MAIN SHALL HAVE A MINIMUM OF TWO (2) CONNECTIONS TO A SOURCE OF SUPPLY AND SHALL BE A LOOPED SYSTEM
5. THE ABILITY TO SERVE AT LEAST TWO THOUSAND (2,000) GALLONS PER MINUTE IN SINGLE-FAMILY DETACHED RESIDENTIAL; THREE THOUSAND (3,000) GALLONS PER SCHOOL AREAS; AND AT LEAST FOUR THOUSAND (4,000) GALLONS PER MINUTE IN OFFICE, INDUSTRIAL AND SHOPPING CENTERS IS ESSENTIAL
6. HYDRANTS SHALL BE SPACED APPROXIMATELY THREE HUNDRED (300) FEET APART ONLINE IN COMMERCIAL, INDUSTRIAL, AND MULTIPLE-RESIDENTIAL AREAS. IN CASES WHERE THE BUILDINGS WITHIN DEVELOPMENTS ARE FULLY FIRE SUPPRESSED, HYDRANTS SHALL BE NO MORE THAN FIVE HUNDRED (500) FEET APART. THE SPACING OF HYDRANTS AROUND COMMERCIAL AND/OR INDUSTRIAL DEVELOPMENTS SHALL BE CONSIDERED AS INDIVIDUAL CASES WHERE SPECIAL CIRCUMSTANCES EXIST UPON CONSULTATION WITH THE FIRE CHIEF.
7. ONSITE WATER MAINS ARE 8" DIAMETER.



Pumper Fire Truck	
Overall Length	40.000ft
Overall Width	8.167ft
Overall Body Height	7.745ft
Min Body Ground Clearance	0.656ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

FIRE TRUCK DETAILS

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FIRE PROTECTION PLAN

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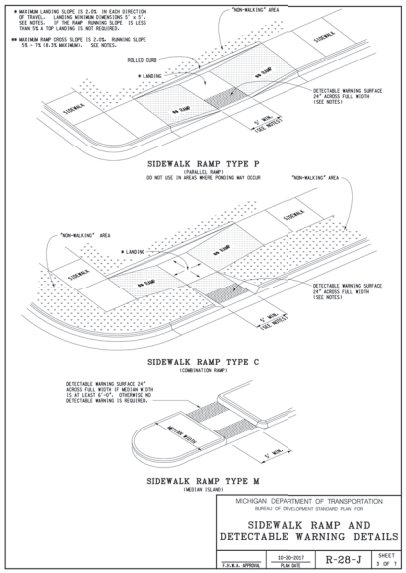
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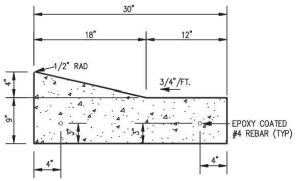
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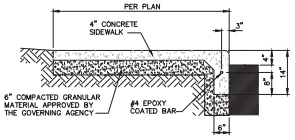
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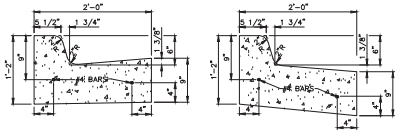


MOUNTABLE CURB AND GUTTER - DETAIL 3A
NO SCALE



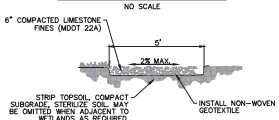
NOTE:
WHERE THE CURB HEIGHT IS BEING REDUCED FOR ADA RAMPS THE RE-BAR SHALL HAVE A MINIMUM OF 3 INCHES OF COVER BELOW THE TOP OF CURB

INTEGRAL CURB AND SIDEWALK
NO SCALE

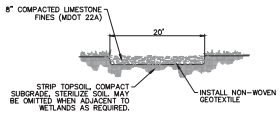


NOTE:
BASE AND SUBBASE AGGREGATES TO EXTEND MINIMUM 1'-0" BEHIND BACK OF CURB.

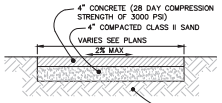
F4 CURB DETAIL
NO SCALE



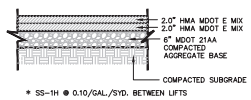
GRAVEL NATURE PATH CROSS SECTION
NOT TO SCALE



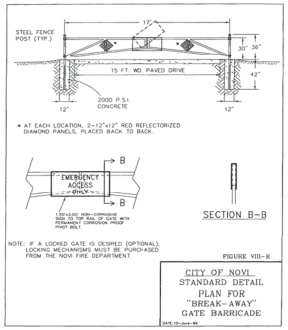
POND MAINTENANCE AND EMERGENCY ACCESS DRIVE
NOT TO SCALE

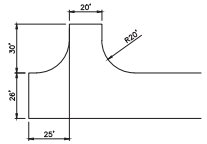


CONCRETE WALK
NO SCALE

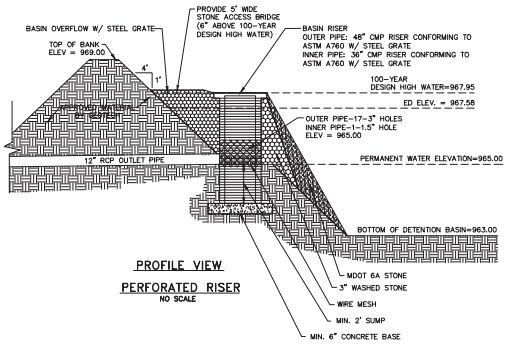


ASPHALT PAVEMENT SECTION
NO SCALE

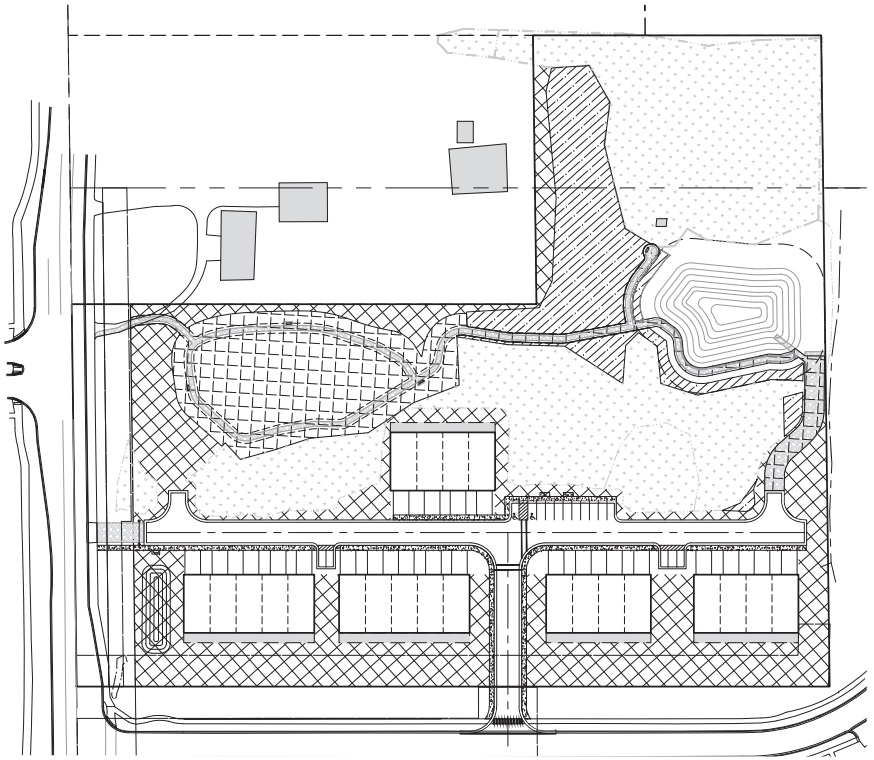




TYPICAL T-TURNAROUND DETAIL
NOT TO SCALE



PROFILE VIEW
PERFORATED RISER
NO SCALE



OPEN SPACE EXHIBIT
SCALE: 1"=60'

	PROPOSED	REQUIRED
TOTAL NET SITE AREA =	8.24 ACRES	-
PASSIVE OPEN SPACE=	1.81 ACRES	-
ACTIVE OPEN SPACE= (WALKING TRAIL)	0.92 ACRES	0.82 ACRES (10% OF SITE)
PRIVATE OPEN SPACE (EXCLUDING COVERED PORCHES)	0.14 ACRES	
TOTAL OPEN SPACE =	2.87 ACRES	
WETLAND MITIGATION AREA	0.61 ACRES	
WETLAND AREA (PRESERVED)	2.22 ACRES	

NOT FOR CONSTRUCTION

Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC
CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
DETAIL SHEET

DATE
JAN 24, 2025
2025-06-17 PER CITY
2025-08-07 PER CITY
2025-12-15 PER CITY
2026-01-09 PER CITY
2026-02-12 REVISIONS
2026-03-11 REVISIONS

REVISIONS

NA NA NA
N/A

DRAWN BY: MM
CHECKED BY: JK
P.M.: JJKIME
JOB #: 20004113
FILE CODE: –
SHEET NO. 10

CAD FILE: 20004113-07-DET.DWG

Tree Tag #	*Scientific Name*	Common Name	DBH (inches)	Condition	Regulated Woodland	To Be Removed	CRITICAL ROOT ZONE	CRITICAL ROOT ZONE POSSIBLE IMPACT
1	*Picea abies*	Norway Spruce	9	Good				
2	*Picea abies*	Norway Spruce	9.5	Good				
3	*Fraxinus pennsylvanica*	Green Ash	8	Good		Y		
4	*Ulmus rubra*	Slippery Elm	9	Good				
5	*Populus deltoides*	Cottonwood	10.5	Good		Y		
6	*Picea pungens*	Blue Spruce	8	Good				
7	*Picea pungens*	Blue Spruce	8.5	Good				
8	*Picea pungens*	Blue Spruce	8.5	Good				
9	*Acer saccharinum*	Silver Maple	8	Good				
10	*Ulmus americana*	American Elm	14	Good				
11	*Ulmus americana*	American Elm	8	Good				
12	*Picea glauca*	White Spruce	9	Good				
13	*Acer saccharinum*	Silver Maple	8	Good			Y	
14	*Ulmus americana*	American Elm	8	Good	Y	Y		
15	*Acer saccharinum*	Silver Maple	11.5	Good				
16	*Ulmus americana*	American Elm	8	Good				
17	*Carya cordiformis*	Bitternut Hickory	8	Good				
18	*Ulmus americana*	American Elm	9	Good				
19	*Quercus bicolor*	Swamp White Oak	9	Good	Y	Y		
20	*Acer saccharinum*	Silver Maple	8.5	Fair				
21	*Acer saccharum*	Sugar Maple	15.5	Good				
22	*Acer saccharinum*	Silver Maple	8	Good				
23	*Carya cordiformis*	Bitternut Hickory	8	Good				
24	*Quercus bicolor*	Swamp White Oak	10	Good				
25	*Morus alba*	White Mulberry	11	Good				
26	*Fraxinus pennsylvanica*	Green Ash	9	Fair				
27	*Quercus bicolor*	Swamp White Oak	8	Fair				
28	*Quercus alba*	White Oak	9.5	Good		Y		
29	*Prunus serotina*	Black Cherry	10	Good		Y		
30	*Salix nigra*	Black Willow	9	Good				
31	*Acer saccharinum*	Silver Maple	22	Good				
32	*Quercus rubra*	Red Oak	23	Good				
33	*Carya ovata*	Shagbark Hickory	8.5	Good				
34	*Juglans nigra*	Black Walnut	8	Good		Y		
35	*Tilia americana*	Basswood	8.5	Good				
36	*Juglans nigra*	Black Walnut	8	Good		Y		
37	*Carya cordiformis*	Bitternut Hickory	11.5	Good		Y		
38	*Populus tremuloides*	Quaking Aspen	8	Good				
39	*Fraxinus pennsylvanica*	Green Ash	8	Good		Y		
40	*Acer saccharinum*	Silver Maple	9.5	Good		Y		
41	*Acer saccharinum*	Silver Maple	12.5	Good		Y		
42	*Acer saccharinum*	Silver Maple	14.5	Good		Y		
43	*Acer saccharinum*	Silver Maple	11	Good		Y		
44	*Acer saccharinum*	Silver Maple	11	Good		Y		
45	*Acer saccharinum*	Silver Maple	17	Good		Y		
9550	*Ulmus americana*	American Elm	20	Good				
9552	*Quercus alba*	White Oak	15.5	Good		Y		
9553	*Prunus serotina*	Black Cherry	16.5	Good		Y		
9554	*Ulmus americana*	American Elm	17	Good		Y		
9555	*Ulmus americana*	American Elm	17	Good		Y		
9557	*Salix nigra*	Black Willow	24	Fair				
9558	*Quercus alba*	White Oak	12	Good		Y		
9559	*Juglans nigra*	Black Walnut	15.5	Good		Y		
9560	*Juglans nigra*	Black Walnut	15.5	Good		Y		
9561	*Acer saccharum*	Sugar Maple	12.5	Good			Y	
9562	*Acer saccharum*	Sugar Maple	11	Good				
9563	*Carya ovata*	Shagbark Hickory	13	Good			Y	
9568	*Acer saccharinum*	Silver Maple	37.5	Good	Y	Y		
9569	*Acer saccharinum*	Silver Maple	20	Good				
9570	*Morus alba*	White Mulberry	12	Good				
9571	*Picea pungens*	Blue Spruce	29	Good				
9572	*Picea pungens*	Blue Spruce	29.5	Good				
9574	*Morus alba*	White Mulberry	16.5	Good				
9575	*Morus alba*	White Mulberry	9	Good				
9576	*Acer saccharinum*	Silver Maple	25.5	Good				
9577	*Picea pungens*	Blue Spruce	28.5	Good				
9578	*Quercus bicolor*	Swamp White Oak	14.5	Good				
9579	*Quercus bicolor*	Swamp White Oak	16	Good				
9581	*Ulmus americana*	American Elm	11.5	Fair				
9583	*Acer saccharum*	Sugar Maple	13.5	Good				
9584	*Acer saccharinum*	Silver Maple	8	Good				
9585	*Acer saccharinum*	Silver Maple	16	Good				
9586	*Acer saccharinum*	Silver Maple	25.5	Fair				
9587	*Quercus bicolor*	Swamp White Oak	13	Good				
9588	*Quercus bicolor*	Swamp White Oak	11	Good			Y	
9589	*Ulmus americana*	American Elm	10	Good	Y	Y		
9590	*Acer saccharum*	Sugar Maple	11.5	Good	Y	Y		
9591	*Salix nigra*	Black Willow	20	Good	Y	Y		
9592	*Quercus bicolor*	Swamp White Oak	10	Good				
9593	*Acer saccharinum*	Silver Maple	20	Good				
9594	*Acer saccharinum*	Silver Maple	17.5	Good				
9595	*Fraxinus pennsylvanica*	Green Ash	11.5	Poor				
9596	*Acer saccharinum*	Silver Maple	14.5	Good			Y	Y
9597	*Ulmus americana*	American Elm	15.5	Good	Y	Y		
9599	*Acer saccharinum*	Silver Maple	26.5	Good	Y	Y		
9600	*Acer saccharinum*	Silver Maple	12.5	Good	Y	Y		
9601	*Acer saccharinum*	Silver Maple	27.5	Good	Y	Y		
9602	*Acer saccharinum*	Silver Maple	21.5	Good	Y	Y		
9603	*Quercus bicolor*	Swamp White Oak	13.5	Good			Y	Y
9604	*Acer saccharum*	Sugar Maple	11.5	Good				
9605	*Picea pungens*	Blue Spruce	28.5	Good				
9606	*Acer rubrum*	Red Maple	9	Good				
9607	*Acer saccharum*	Sugar Maple	8.5	Good				
9609	*Acer saccharum*	Sugar Maple	9	Good				
9610	*Carya cordiformis*	Bitternut Hickory	15.5	Good				
9611	*Picea glauca*	White Spruce	11.5	Good				
9612	*Ulmus americana*	American Elm	11.5	Good				
9613	*Ulmus rubra*	Slippery Elm	13	Good			Y	
9615	*Ulmus rubra*	Slippery Elm	11.5	Good				
9617	*Juglans cinerea*	Butternut	17.5	Fair				

Tree Tag #	*Scientific Name*	Common Name	DBH (inches)	Condition	Regulated Woodland	To Be Removed	CRITICAL ROOT ZONE	CRITICAL ROOT ZONE POSSIBLE IMPACT
9618	*Picea abies*	Norway Spruce	29.5	Good				
9619	*Acer saccharinum*	Silver Maple	14.5	Good				
9620	*Acer saccharinum*	Silver Maple	10	Good				
9621	*Acer saccharum*	Sugar Maple	13	Good				
9622	*Acer saccharum*	Sugar Maple	17	Good				
9623	*Acer saccharum*	Sugar Maple	9.5	Good				
9624	*Acer saccharum*	Sugar Maple	15.5	Good				
9626	*Picea glauca*	White Spruce	13	Good				
9628	*Ulmus rubra*	Slippery Elm	18	Good				
9629	*Ulmus rubra*	Slippery Elm	9.5	Good				
9630	*Acer saccharinum*	Silver Maple	15	Good				
9631	*Picea pungens*	Blue Spruce	34	Good				
9632	*Ulmus americana*	American Elm	11.5	Good				
9633	*Ulmus rubra*	Slippery Elm	17	Dead				
9634	*Acer saccharinum*	Silver Maple	9	Good				
9635	*Acer saccharinum*	Silver Maple	11	Good				
9636	*Ulmus rubra*	Slippery Elm	13.5	Good				
9637	*Acer saccharum*	Sugar Maple	14.5	Good				
9639	*Acer saccharinum*	Silver Maple	16	Good				
9640	*Acer saccharinum*	Silver Maple	11	Good				
9641	*Ulmus americana*	American Elm	10	Good				
9642	*Ulmus rubra*	Slippery Elm	15.5	Poor				
9643	*Acer saccharum*	Sugar Maple	11	Good				
9644	*Ulmus americana*	American Elm	15	Good				
9645	*Acer saccharum*	Sugar Maple	14	Good				
9646	*Acer saccharinum*	Silver Maple	8.5	Good				
9647	*Acer saccharinum*	Silver Maple	21	Good				
9648	*Acer saccharinum*	Silver Maple	16	Good				
9649	*Acer saccharinum*	Silver Maple	15	Good				
9650	*Ulmus americana*	American Elm	9.5	Good				
9651	*Ulmus americana*	American Elm	9.5	Good				
9652	*Carya cordiformis*	Bitternut Hickory	18.5	Good				
9653	*Acer saccharinum*	Silver Maple	15.5	Good				
9654	*Ulmus americana*	American Elm	10.5	Good				
9655	*Acer saccharinum*	Silver Maple	17	Good				
9656	*Quercus bicolor*	Swamp White Oak	11.5	Good				
9657	*Quercus bicolor*	Swamp White Oak	17	Good				
9658	*Ulmus rubra*	Slippery Elm	20	Good				
9659	*Acer saccharinum*	Silver Maple	20.5	Good				
9660	*Acer saccharinum*	Silver Maple	51	Fair				
9661	*Carya cordiformis*	Bitternut Hickory	9	Good				
9662	*Carya cordiformis*	Bitternut Hickory	10.5	Good				
9663	*Ulmus americana*	American Elm	8.5	Good				
9664	*Ulmus americana*	American Elm	12	Good				
9666	*Carya cordiformis*	Bitternut Hickory	9	Good				
9667	*Ulmus americana*	American Elm	17.5	Good				
9668	*Ulmus americana*	American Elm	8	Good				
9669	*Ulmus americana*	American Elm	8.5	Good				
9670	*Ulmus americana*	American Elm	16	Good				
9671	*Acer saccharinum*	Silver Maple	9.5	Good				
9672	*Quercus bicolor*	Swamp White Oak	22.5	Good				
9673	*Acer saccharinum*	Silver Maple	11.5	Good				
9674	*Ulmus americana*	American Elm	9.5	Good			Y	
9675	*Acer saccharinum*	Silver Maple	13	Good	Y	Y		
9676	*Acer saccharinum*	Silver Maple	16.5	Good			Y	Y
9679	*Acer saccharinum*	Silver Maple	9	Good	Y	Y		
9680	*Acer saccharinum*	Silver Maple	27	Good	Y	Y		
9681	*Acer saccharinum*	Silver Maple	35	Good	Y	Y		
9682	*Acer saccharinum*	Silver Maple	13	Good	Y	Y		
9683	*Ulmus americana*	American Elm	10.5	Good	Y	Y		
9684	*Acer saccharinum*	Silver Maple	9.5	Good	Y	Y		
9685	*Acer saccharinum*	Silver Maple	10	Good	Y	Y		
9686	*Ulmus americana*	American Elm	14	Dead				
9687	*Acer saccharinum*	Silver Maple	33	Dead	Y	Y		
9688	*Acer saccharinum*	Silver Maple	33	Good			Y	Y
9689	*Quercus bicolor*	Swamp White Oak	10	Good			Y	
9690	*Ulmus rubra*	Slippery Elm	14.5	Good		Y		
9691	*Populus deltoides*	Cottonwood	25.5	Good		Y		
9692	*Populus deltoides*	Cottonwood	21	Good		Y		
9693	*Pinus resinosa*	Red Pine	14	Good				
9694	*Pinus resinosa*	Red Pine	8	Good				
9695	*Pinus resinosa*	Red Pine	11	Good				
9696	*Pinus resinosa*	Red Pine	13	Good				
9697	*Pinus resinosa*	Red Pine	11.5	Good				
9698	*Pinus resinosa*	Red Pine	16	Good				
9699	*Pinus resinosa*	Red Pine	12	Good				
9700	*Pinus resinosa*	Red Pine	11	Good				
9701	*Pinus resinosa*	Red Pine	12	Good				
9702	*Picea pungens*	Blue Spruce	11	Good				
9703	*Picea pungens*	Blue Spruce	13.5	Good				
9704	*Picea pungens*	Blue Spruce	10	Good				
9705	*Picea pungens*	Blue Spruce	13.5	Good				
9706	*Picea pungens*	Blue Spruce	11	Good				
9707	*Picea pungens*	Blue Spruce	9	Good				
9708	*Picea pungens*	Blue Spruce	10.5	Good				
9709	*Picea pungens*	Blue Spruce	8	Good				
9710	*Picea pungens*	Blue Spruce	11	Good				
9711	*Picea pungens*	Blue Spruce	9.5	Fair				
9712	*Picea pungens*	Blue Spruce	10	Good				
9713	*Picea pungens*	Blue Spruce	9	Good				
9714	*Picea pungens*	Blue Spruce	10	Good				
9715	*Picea pungens*	Blue Spruce	10.5	Good				
9716	*Picea pungens*	Blue Spruce	10.5	Good				
9717	*Picea pungens*	Blue Spruce	8.5	Good				
9718	*Tilia americana*	Basswood	10.5	Good				
9719	*Pinus resinosa*	Red Pine	14.5	Good				
9720	*Pinus resinosa*	Red Pine	13.5	Good				
9721	*Pinus resinosa*	Red Pine	8	Dead				
9722	*Pinus resinosa*	Red Pine	12	Good				
9723	*Pinus resinosa*	Red Pine	14	Good				

Tree Tag #	*Scientific Name*	Common Name	DBH (inches)	Condition	Regulated Woodland	To Be Removed	CRITICAL ROOT ZONE	CRITICAL ROOT ZONE POSSIBLE IMPACT
9724	*Pinus resinosa*	Red Pine	11.5	Good				
9725	*Pinus resinosa*	Red Pine	10	Good		Y		
9726	*Picea pungens*	Blue Spruce	10.5	Good		Y		
9727	*Picea pungens*	Blue Spruce	14	Good		Y		
9728	*Picea pungens*	Blue Spruce	10	Good		Y		
9729	*Picea pungens*	Blue Spruce	10	Good		Y		
9730	*Picea pungens*	Blue Spruce	8.5	Good		Y		
9731	*Picea pungens*	Blue Spruce	11.5	Good		Y		
9732	*Picea pungens*	Blue Spruce	10	Good		Y		
9733	*Picea pungens*	Blue Spruce	10.5	Good				
9734	*Picea pungens*	Blue Spruce	12	Good				
9735	*Picea pungens*	Blue Spruce	13	Good				
9736	*Picea pungens*	Blue Spruce	12	Good				
9737	*Pyrus calleryana*	Bradford Pear	15	Fair				
9738	*Pinus resinosa*	Red Pine	12	Good				
9739	*Pinus resinosa*	Red Pine	13	Good				
9740	*Pinus resinosa*	Red Pine	15	Good				
9741	*Pinus resinosa*	Red Pine	10	Good				
9742	*Pinus resinosa*	Red Pine	12.5	Good				
9743	*Pinus resinosa*	Red Pine	10.5	Good				
9744	*Pinus resinosa*	Red Pine	11.5	Good				
9745	*Pinus resinosa*	Red Pine	12.5	Good				
9746	*Pinus resinosa*	Red Pine	12	Good				
9747	*Pinus resinosa*	Red Pine	12.5	Good				
9748	*Pinus resinosa*	Red Pine	14	Good				
9749	*Picea abies*	Norway Spruce	13	Good				
9750	*Picea abies*	Norway Spruce	10.5	Good				
9751	*Picea abies*	Norway Spruce	9.5	Good				
9752	*Picea abies*	Norway Spruce	9	Good				
9754	*Picea abies*	Norway Spruce	10.5	Good				
9755	*Picea pungens*	Blue Spruce	10	Good				
9756	*Pyrus calleryana*	Bradford Pear	11.5	Good				
9757	*Picea pungens*	Blue Spruce	9	Good				
9758	*Picea pungens*	Blue Spruce	11	Good				
9760	*Picea pungens*	Blue Spruce	9.5	Good				
9761	*Picea pungens*	Blue Spruce	9	Good				
9762	*Picea pungens*	Blue Spruce	10.5	Good				
9763	*Populus deltoides*	Cottonwood	13	Good		Y		
9764	*Salix nigra*	Black Willow	10	Fair		Y		
9765	*Salix nigra*	Black Willow	12	Good		Y		
9767	*Salix nigra*	Black Willow	9	Good		Y		
9768	*Salix nigra*	Black Willow	8.5	Fair				
9769	*Populus deltoides*	Cottonwood	25	Good				
9770	*Populus deltoides*	Cottonwood	14.5	Good				
9771	*Quercus bicolor*	Swamp White Oak	14	Good				
9772	*Juniperus virginiana*	Eastern Redcedar	11.5	Good				
9773	*Populus deltoides*	Cottonwood	35.5	Good				
9774	*Ulmus americana*	American Elm	8	Poor				
9775	*Ulmus americana*	American Elm	14	Dead				

Regulated Woodlands Replacement Calculations	
Total Trees Removed	56
Total Regulated Woodland Trees Remove	20
Trees 8" < 11" Removed	7
Trees 11" < 20" Removed	18
Trees 20" < 29" Removed	12
Trees >30" Removed	16
Total Replacement Trees Required	53

NOTES:
TREE SURVEY WAS PERFORMED BY ATWELL LLC. ON 04/18/2025

NO TREES OVER 36" D.B.H ARE BEING REMOVED. TREE REPLACEMENT BASED ON WOODLANDS TABLE IN SECTION 37-8 OF THE WOODLANDS PROTECTION NOVI CODE OF ORDINANCES.

ALL REPLACEMENT TREES SHALL BE TWO AND ONE-HALF (2 1/2) INCHES CALIPER OR GREATER.ALL REPLACEMENT TREES SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS.

NOT ALL REMOVALS OF TREES ON-SITE ARE OF REGULATED TREES

NOT FOR CONSTRUCTION

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

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES BEFORE THE WORK COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.

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ATWELL
www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC

CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
TREE LIST

DATE
JAN 24, 2025

2025-06-17 PER CITY
2025-08-07 PER CITY
2025-12-15 PER CITY
2026-01-09 PER CITY
2026-02-12 REVISIONS
2026-03-11 REVISIONS

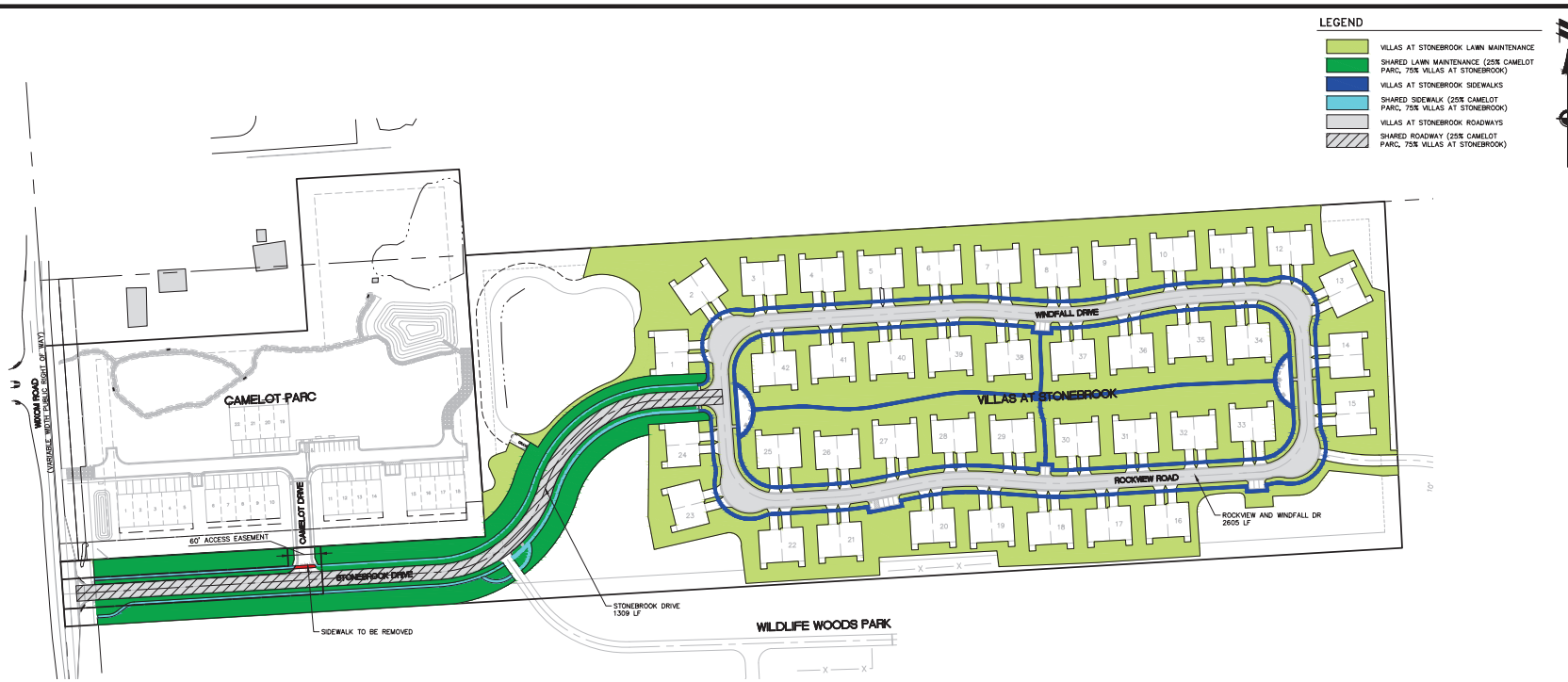
REVISIONS

NA NA NA
N/A

DRAWN BY: MM
CHECKED BY: JK
P.M.: JKIME
JOB #: 20004113
FILE CODE: –
SHEET NO. 11

CAD FILE: 20004113C-02-EC.DWG

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VILLAS AT STONEBROOK PAVEMENT MAINTENANCE CONTRIBUTION CALCULATION

		Percentage of Units
Villas at Stonebrook Condo Units	84	79%
Camelot Parc Townhome Units	22	21%
Total Number of Units	106	100%
Total Villas at Stonebrook Pavement Area (SF)	197,466	
Exclusive Use by Villas at Stonebook (SF)	147,724	100% VAS Cost
Camelot Parc Shared Pavement Maintenance Area (SF)*	49,742	25% Camelot / 75% VAS Cost
Camelot Parc Contribution to Shared Pavement Maintenance	**25%**	

*Camelot Parc shared pavement area is based on contribution toward Stonebrook Drive, 28 feet wide road plus 5 foot sidewalk on both sides multiplied by the length of Stonebrook Drive (1309 LF)

VILLAS AT STONEBROOK LAWN MAINTENANCE CONTRIBUTION CALCULATION

		Percentage of Units
Villas at Stonebrook Condo Units	84	79%
Camelot Parc Townhome Units	22	21%
Total Number of Units	106	100%
Total Villas at Stonebrook Lawn Maintenance Area (SF)	709,541	
Exclusive Use by Villas at Stonebook (SF)	602,203	100% VAS Cost
Camelot Parc Shared Lawn Maintenance Area (SF)*	107,338	25% Camelot / 75% VAS Cost
Camelot Parc Contribution to Shared Lawn Maintenance	**25%**	

*Camelot Parc shared lawn area is based on assumed 120 foot wide corridor, less 28 feet wide road, less 5 foot sidewalk on both sides, multiplied by the length of Stonebrook Drive (1309 LF)

THIS EXHIBIT AND CALCULATION ARE FOR FINANCIAL CONTRIBUTION CALCULATION PURPOSES ONLY. MAINTENANCE RESPONSIBILITIES FOR THE DETENTION POND LANDSCAPING AND YARDS OF THE ADJACENT HOMES ALONG THIS CORRIDOR REMAIN THE RESPONSIBILITY OF THE VILLAS AT STONEBROOK AND ARE NOT A SHARED EXPENSE.

NOT FOR CONSTRUCTION

Know what's below. Call before you dig.
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SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AVALON PARK DEVELOPMENT, LLC

CAMELOT PARC TOWNHOMES
PSLR OVERLAY CONCEPT PLAN
CAMELOT PARC SHARED
MAINTENANCE PLANS

DATE
JAN 24, 2025

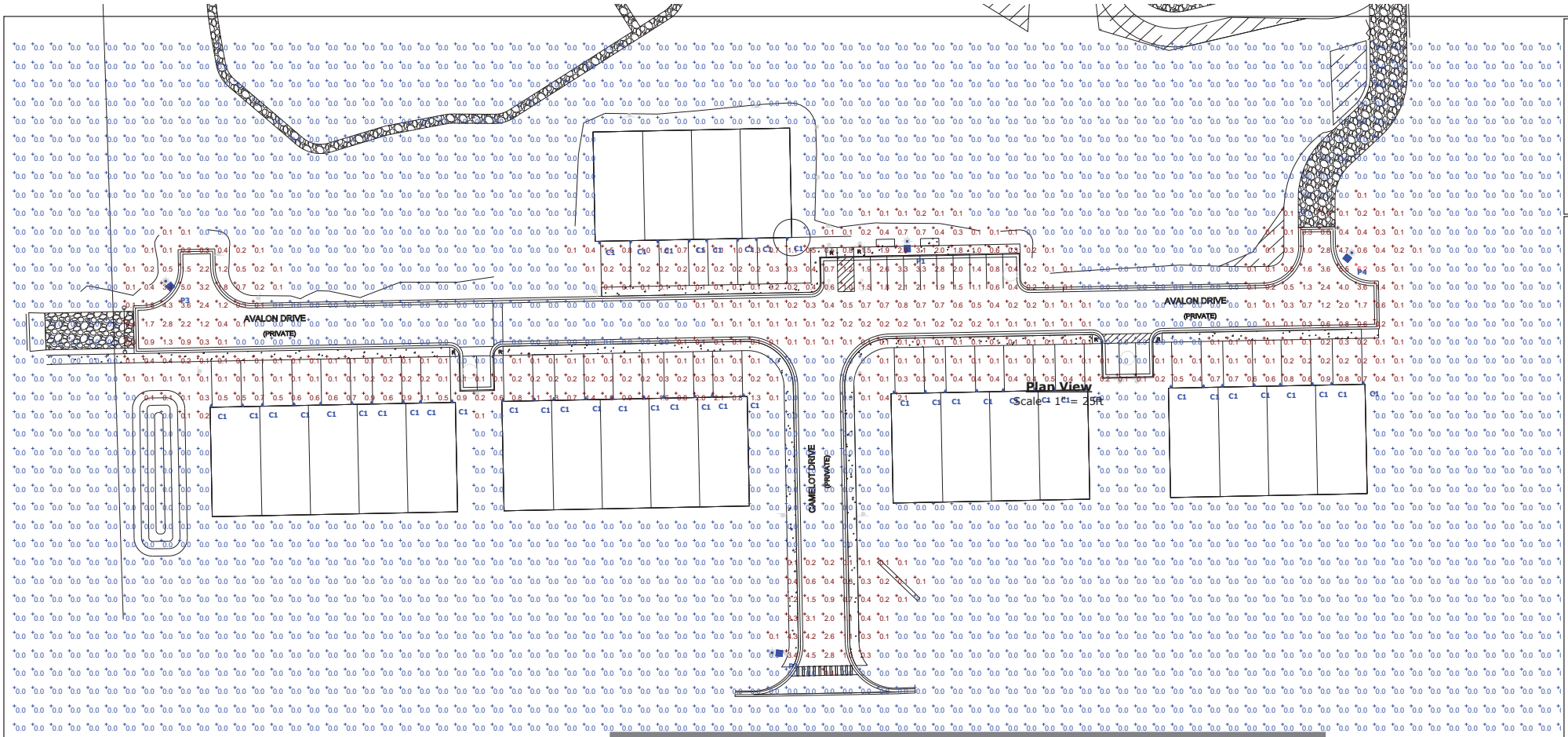
2025-06-17 PER CITY
2025-08-07 PER CITY
2025-12-15 PER CITY
2026-01-09 PER CITY
2026-02-12 REVISIONS
2026-03-11 REVISIONS

REVISIONS

SCALE: 1" = 100 FEET

DRAWN BY: MM
CHECKED BY: JK
P.M.: JKIME
JOB #: 20004113
FILE CODE: --
SHEET NO. 12

CAD FILE: 20004113C-08-MAINT.DWG



Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Overall/Grade	+	0.1 fc	6.2 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	LLF	Input Power	Mounting Height
	P1	1	Lithonia Lighting	DSX1 LED P2 30K 80CRI T2M HS	D-Series Size 1 Area Luminaire P2 Performance Package 3000K CCT 80 CRI Type 2 Medium Houseside Shield	7683	0.9	67.7927	15'-0"
	P2	1	Lithonia Lighting	DSX1 LED P1 30K 80CRI RCCO EGS	D-Series Size 1 Area Luminaire P1 Performance Package 3000K CCT 80 CRI Right Corner Cutoff Extreme Backlight Control External Glare Shield	5070	0.9	50.9	15'-0"
	P3	1	Lithonia Lighting	DSX1 LED P1 30K 80CRI T3LG EGS	D-Series Size 1 Area Luminaire P1 Performance Package 3000K CCT 80 CRI Type 3 Low G Rating External Glare Shield	5758	0.9	50.9	15'-0"
	P4	1	Lithonia Lighting	DSX1 LED P1 30K 80CRI T4LG	D-Series Size 1 Area Luminaire P1 Performance Package 3000K CCT 80 CRI Type 4 Low G Rating	6432	0.9	50.9	15'-0"
	C1	44	Generation Lighting	8338701-12	Small One Light Downlight	616	0.9	5.7	6'-0"

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

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

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT CONTROLS@GASSERBUSH.COM OR 734-266-6705.

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

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

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

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

CAMELOT PARC
EXTERIOR PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer BK
Date 07/30/2025
Scale Not to Scale
Drawing No. #22-81512 V6



D-Series Size 1
LED Area Luminaire

d"series

Catalog Number

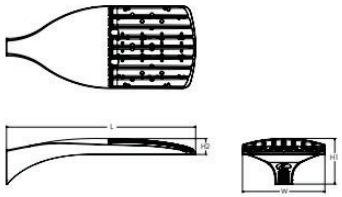
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

EPA:	0.69 ft² (0.06 m²)
Length:	32.71" (83.1 cm)
Width:	14.26" (36.2 cm)
Height H1:	7.88" (20.0 cm)
Height H2:	2.73" (6.9 cm)
Weight:	34 lbs (15.4 kg)



Introduction

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

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED

Series	LEDs	Color temperature[1]	Color Rendering Index[2]	Distribution	Voltage	Mounting
DSX1 LED	**Forward optics** P1 P6 P2 P7 P3 P8 P4 P9 P5 **Rotated optics** P10[1] P12[1] P11[1] P13[1]	(this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K (this section 80CRI only, extended lead times apply) 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	70CRI 70CRI 70CRI 80CRI 80CRI 80CRI 80CRI 80CRI	AFR Automotive front row T1S Type I short T2M Type II medium T3M Type III medium T3LG Type III low glare[3] T4M Type IV medium T4LG Type IV low glare[3] TFTM Forward throw medium T5M Type V medium T5LG Type V low glare T5W Type V wide BLC3 Type III backlight control[3] BLC4 Type IV backlight control[3] LCCO Left corner cutoff[3] RCCO Right corner cutoff[3]	MVOLT (120V-277V)[4] HVOLT (347V-480V)[5,6] XVOLT (277V - 480V)[7,8] 120[9,26] 208[9,26] 240[9,26] 277[9,26] 347[9,26] 480[9,26]	**Shipped included** SPA Square pole mounting (#8 drilling) RPA Round pole mounting (#8 drilling) SPA5 Square pole mounting #5 drilling[3] RPA5 Round pole mounting #5 drilling[3] SPA8N Square narrow pole mounting #8 drilling WBA Wall bracket[10] MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options		Other options		Finish (required)	
Shipped installed		**Shipped installed**		DDBXD	Dark Bronze
NLTAIR2 PIRHN	nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc[11,12,20,21]	SPD20KV	20KV surge protection	DBLXD	Black
PIR	High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc[11,20,21]	HS	Houseside shield (black finish standard)[22]	DNAXD	Natural Aluminum
PER	NEMA twist-lock receptacle only (controls ordered separate)[19]	L90	Left rotated optics[1]	DWHXD	White
PERS	Five-pin receptacle only (controls ordered separate)[18,21]	R90	Right rotated optics[1]	DDBTXD	Textured dark bronze
PER7	Seven-pin receptacle only (controls ordered separate)[18,21]	CCE	Coastal Construction[23]	DBLBXD	Textured black
FAO	Field adjustable output[13,21]	HA	50°C ambient operation[24]	DNATXD	Textured natural aluminum
BL30	Bi-level switched dimming, 30%[16,21]	BAA	Buy America(n) Act Compliant	DWHGXD	Textured white
BL50	Bi-level switched dimming, 50%[16,21]	SF	Single fuse (120, 277, 347V)[26]		
DMG	0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)[17]	DF	Double fuse (208, 240, 480V)[26]		
DS	Dual switching[18,19,21]	**Shipped separately**			
		EGSR	External Glare Shield (reversible, field install required, matches housing finish)		
		BSDB	Bird Spikes (field install required)		

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GENERATION LIGHTING

8338701-12: Small One Light Downlight Outdoor Wall Lantern



Collection: Sevier

Supplied with 6.5-inches of wire

For an eco-friendly lighting design, convert to LED bulbs to offer savings and reduce energy

Designed for damp and wet environments allowing for direct water contact

1-year manufacturer warranty

Meets Title 24 energy efficiency standards

UPC #:785652027550

Finish: Black (12)

Dimensions:

Width: 6 1/2"
Height: 12 1/2"
Weight: 2.2 lbs.
Extends: 7 3/4"
Wire: 6 1/2" (color/Black/White)
Mounting Proc.: Cap Nuts
Connection: Mounted To Box

Bulbs:

1 - Medium A19 100w Max. 120v - Not included

Features:

- Clear bulb(s) recommended for this fixture
- Easily converts to LED with optional replacement lamps
- Meets Title 24 energy efficiency standards
- Title 24 compliant if used with Joint Appendix (JA8) approved light bulbs listed in the California Energy Commission Appliance database.

Material List:

1 Body - Die Cast Aluminum - Black

Safety Listing:

Safety Listed for Wet Locations

Instruction Sheets:

English (990W83387_1-SEV)

Shade / Glass / Diffuser Details:

Part	Material	Finish	Quantity	Item Number	Length	Width	Height	Diameter	Fitter Diameter	Shade Top Length	Shade Top Width	Shade Top Diameter
Panel	Glass	Clear	6			2 1/8	6					

Backplate / Canopy Details:

Type	Height / Length	Width	Depth	Diameter	Outlet Box Up	Outlet Box Down
Back Plate	5 3/8	4 1/2	7/8		2 3/4	9 3/4

Shipping Information:

Package Type	Product #	Quantity	UPC	Length	Width	Height	Cube	Weight	Frt. Class	UPS Ship
Individual	8338701-12	1	785652027550	16	10.25	9.25	0.878	3.3	250	Yes
NJ Pallet		96		48	40	77	85.556	316.8		No
NV Pallet		96		48	40	77	85.556	316.8		No

Generation Lighting reserves the right to revise the design of components of any product due to parts availability or change in safety listing standards without assuming any obligation or liability to modify any products previously manufactured and without notice. This literature depicts a product design that is the sole and exclusive property of Generation Lighting . In compliance with U.S copyright and patent requirements, notification is hereby presented in this form that this literature, or the product it depicts, is not to be copied, altered or used in any manner without the express written consent of, or contrary to the best interests of Generation Lighting, a Visual Comfort & Co brand.

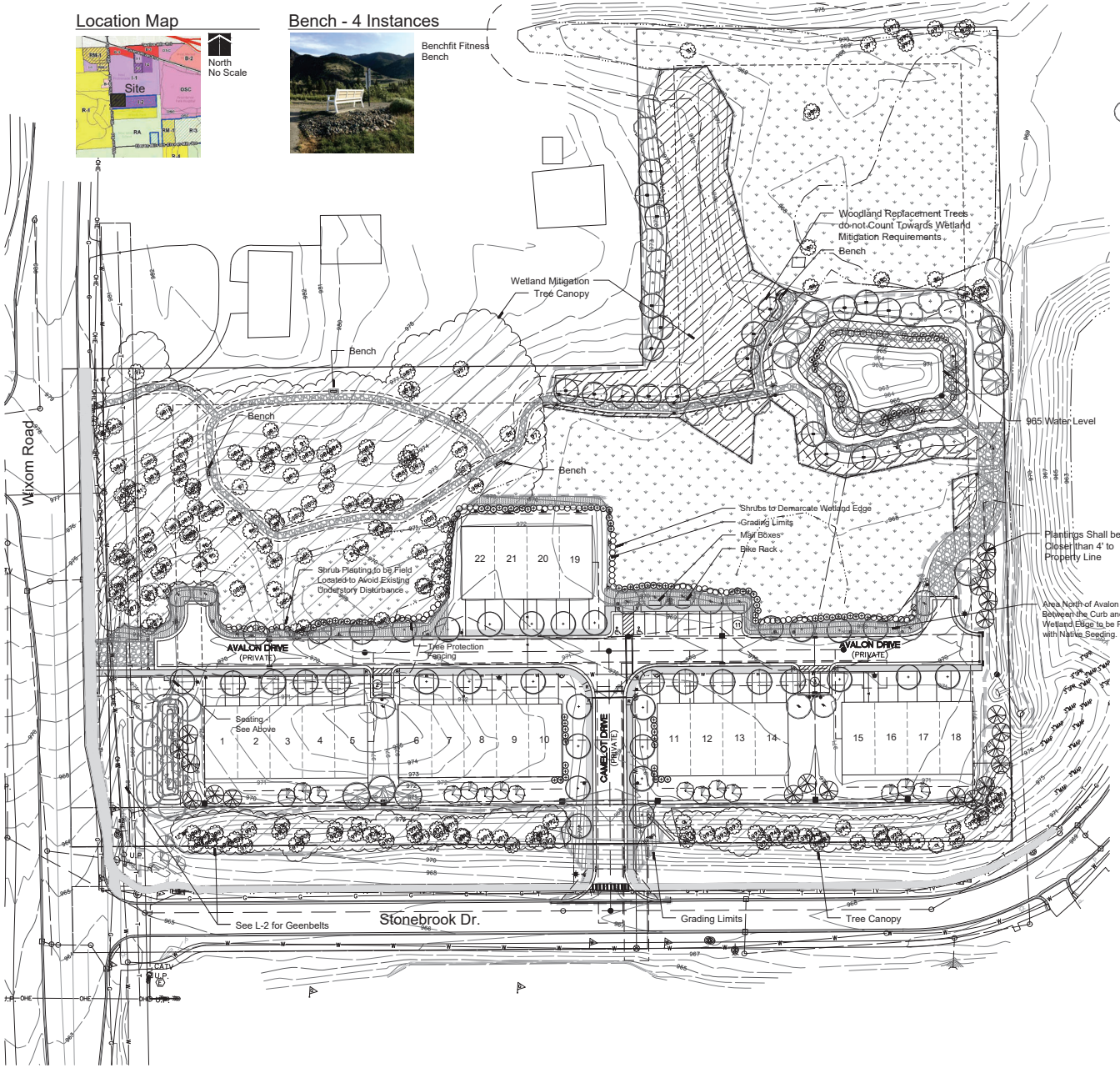
GB

CAMELOT PARC
EXTERIOR PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
BK
Date
06/16/2025
Scale
Not to Scale
Drawing No.
#22-81512 V5

Location Map

Bench - 4 Instances



Landscape Summary

Street Trees		
Street Frontage		1,642 l.f.
Less Drives	352 l.f.	
Net Frontage		1,290 l.f.
Trees Required		36.8 Trees (1,290 / 35)
Trees Provided		37 Trees
Multi-Family Trees		
Total Units		22 Units
Trees Required		66 Trees (22 x 3)
Trees Provided		66 Trees
Woodland Replacement		
Replacement Required		53 Trees
Total Trees Provided		40 Trees
Trees Provided		39 Trees
Large Shrubs		12 Trees (148 @ 6:1, 30% Max)
Native Seeding		2 Trees (723 s.y. @ 70:1, 5% Max)
Trees to be Paid into Fund		0 Trees
Detention Pond Plantings		
10' Low-Water Elevation		324 l.f.
Required Planting		227 l.f. (70%)
Planting Provided		245 l.f. (75.6%)
Pond Frontage for Trees		190'
Trees Required		5.4 Trees (190 / 35)
Trees Provided		8 Trees

Notes:

- Soils Information is Shown on Sheet 2.
- Trees Shall be Planted 10' from Sanitary Sewer, Utility Structures Including Hydrants and 5' from Utility Lines.
- Tree Shall not Be Planted within 4' of Property Lines.
- Snow Shall be Deposited Adjacent to Drives and within the Curb Lawn. Any Damaged Trees Shall be Replaced as Needed.
- All Utility Boxes Shall be Screen per Detail on Sheet L-3. Approximately 8-12 Shrubs will be Required per Box.
- No Overhead Lines Exist.
- See Sheet 3 for Phragmites Locations and Removal. Japanese Knotweed is not Present on this Site.
- An Irrigation Plan will be Provided for Stamping Sets.

Requested Waivers:

1. Landscape Waiver from Sec. 5.5.3.B.ii for Deficiency of Required Wixom Road Street Lawn Trees Due to Preservation of Existing Woodland.
2. Landscape Waiver from Sec. 5.5.3.B.i.i.f for Deficiency of Wixom Road and Stonebrook Drive Greenbelt Plantings Due to Preservation of Existing Vegetation.

Stormwater Seed Mix



6,118 s.f. Total Area
34.2 lbs. per Acre Application Rate
4.8 lbs. of Detention Seed Mix Required
3"-6" of Topsoil with 20%-30% Compost Shall be Placed in this Area.

Note:
Contractor Shall Provide Proof of Seed to be Used in the Form of an Invoice or Photo of the Seed Bag to rmeader@cityofnovi.org for Approval Prior to Installation. If an Unacceptable Seed Mix is Used, the City Reserves the Right to Destroy the Plants and Re-seed with and Acceptable Mix at the Developer's Expense.

ALLENDESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
557 Carpenter
Northville, Michigan 48167
e. jca@wideopenwest.com
t. 248.467.4668

Seal:



Title:

Conceptual Landscape Plan

Project:

Camelot Parc
Novi, Michigan

Prepared for:

Avalon Park Development, LLC
14955 Technology Drive
Shelby Township, Michigan 48315
248.890.5897

Revision:	Issued:
Submission	January 24, 2025
Revised	June 16, 2025
Revised	August 7, 2025
Revised	January 9, 2026
Revised	March 11, 2026

Job Number:

25-006

Drawn By:	Checked By:
jca	jca

0' 10' 20' 40'

NORTH
1"=40'

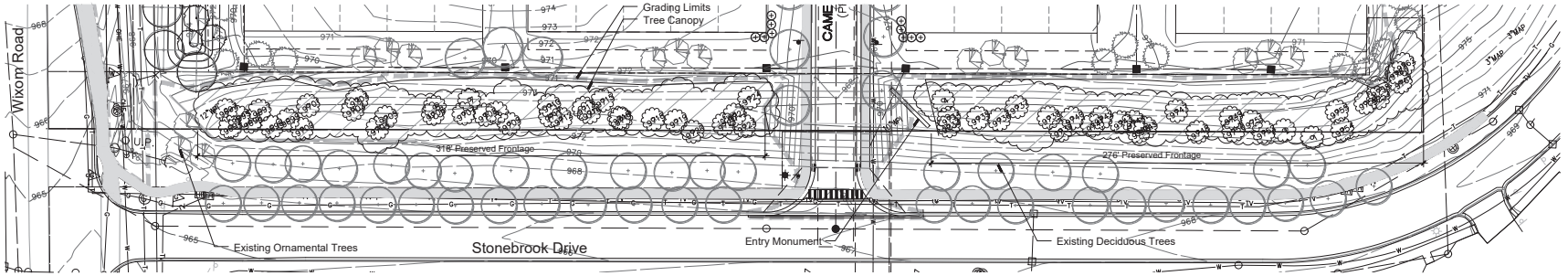
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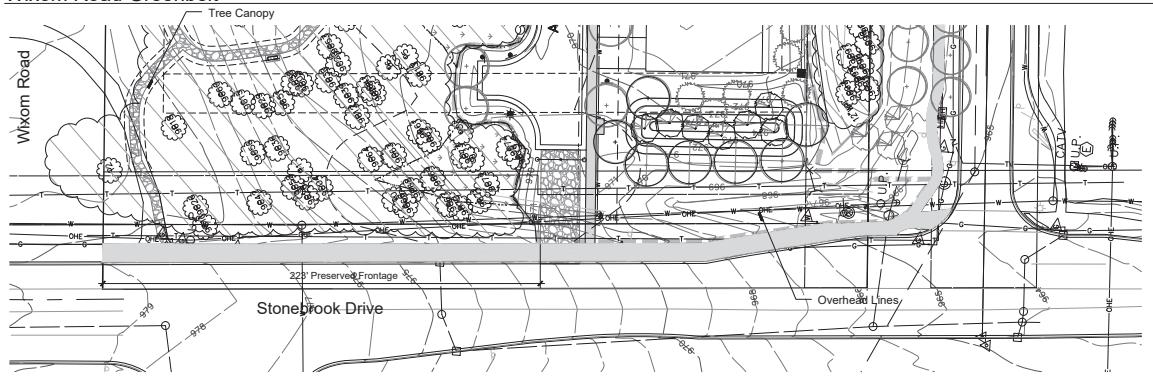
Know what's below. Call before you dig.

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Stonebrook Drive Greenbelt

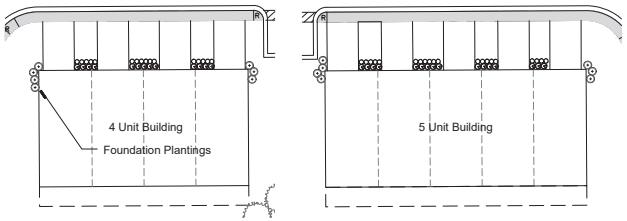


Wixom Road Greenbelt



Typical Units

1"=30'



Unit Type	Unit Length	Required Landscape (35%)	Landscape Provided
4 Unit	107'	37.5'	42.8'
5 Unit	133.5'	46.7'	53.2'

Landscape Summary

Wixom Road

Street Lawn

Total Street Frontage	391 l.f.
Less Drive Opening	20 l.f.
Less Preserved Frontage	223 l.f.
Net Street Frontage	148 l.f.
Trees Required	4.2 Trees (148 / 35)
Trees Provided	4 Trees

Greenbelt Plantings

Total Street Frontage	391 l.f.
Less Drive Opening	20 l.f.
Less Preserved Frontage	223 l.f.
Net Street Frontage	148 l.f.
Canopy Trees Required	3.7 Trees (148 / 40)
Canopy Trees Provided	4 Trees
Sub-Canopy Trees Required	7.4 Trees (148 / 20)
Sub-Canopy Trees Provided	7 Trees

Stonebrook Drive

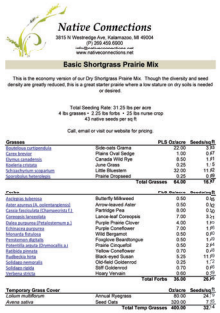
Street Lawn

Total Street Frontage	710 l.f.
Less Drive Opening	28 l.f.
Net Street Frontage	682 l.f.
Trees Required	19.5 Trees (682 / 35)
Trees Provided	24 Trees (24 Existing)

Greenbelt Plantings

Total Street Frontage	710 l.f.
Less Drive Opening	28 l.f.
Less Preserved Frontage	594 l.f.
Net Street Frontage	88 l.f.
Canopy Trees Required	2.2 Trees (88 / 40)
Canopy Trees Provided	4 Trees (4 Existing)
Sub-Canopy Trees Required	3.5 Trees (88 / 25)
Sub-Canopy Trees Provided	4 Trees (3 Existing)

Basic Shortgrass Seed Mix



Native Connections
3015 N Westnedge Ave, Kalamazoo, MI 49004
(P) 269.492.6900
www.nativeconnections.net

Basic Shortgrass Prairie Mix

This is the economy version of our Dry Shortgrass Prairie Mix. Though the diversity and seed density are greatly reduced, this is a great starter prairie where a low stature on dry soils is needed or desired.

Total Seeding Rate: 31.25 lbs per acre
4 lbs grasses + 2.25 lbs forbs + 25 lbs nurse crop
43 native seeds per sq ft

Call, email or visit our website for pricing.

Grasses		PLS Oz/acre	Seeding%
Bouteloua curtipendula	Side-oats Grama	22.00	3.30
Carex bicknellii	Prairie Oval Sedge	1.00	0.47
Elymus canadensis	Canada Wild Rye	8.00	1.81
Koeleria cristata	June Grass	0.25	1.10
Schizachyrium scoparium	Little Bluestem	32.00	11.40
Sporobolus heterolepis	Prairie Dropseed	1.00	0.40
	Total Grasses	64.25	18.97

Forbs		PLS Oz/acre	Seeding%
Asclepias tuberosa	Butterfly Milkweed	8.00	0.56
Aster laevis 'Bluebird' (Symphyotrichum laeve)	Arrow-leaved Aster	0.50	0.10
Cassia fasciculata (Chamaecrista f.)	Partridge Pea	8.00	0.10
Coreopsis lanceolata	Lance-leaf Coreopsis	7.00	0.11
Dalea purpurea (Petalostemum p.)	Purple Prairie Clover	4.00	1.31
Echinacea purpurea	Purple Coneflower	7.00	1.81
Monarda fistulosa	Wild Bergamot	0.50	0.21
Penstemon digitalis	Foxglove Beardtongue	0.50	1.41
Phlox pilosa ssp.ozarkana (Drummondii s.)	Prairie Cinquefoil	0.50	2.41
Ratibida pinnata	Yellow Coneflower	0.75	0.41
Rudbeckia hirta	Black-eyed Susan	5.25	11.81
Solidago nemoralis	Old-field Goldenrod	0.25	0.41
Solidago rigida	Stiff Goldenrod	0.75	0.41
Veronica virginica	Honey Vervain	0.50	0.20
	Total Forbs	34.00	19.41

Temporary Grass Cover		Oz/acre	Seeding%
Lolium multiflorum	Annual Ryegrass	90.00	24.1
Avena sativa	Seed Oats	320.00	7.70
	Total Temp Grasses	410.00	32.1

5,790 s.f. Total Area
31.3 lbs. per Acre Application Rate
4.1 lbs. of Seed Mix Required
3"-6" of Topsoil Shall be Placed in this Area.

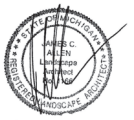
Note:
Contractor Shall Provide Proof of Seed to be Used in the Form of an Invoice or Photo of the Seed Bag to rmeader@cityofnovi.org for Approval Prior to Installation. If an Unacceptable Seed Mix is Used, the City Reserves the Right to Destroy the Plants and Re-seed with and Acceptable Mix at the Developer's Expense.

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

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LAND PLANNING / LANDSCAPE ARCHITECTURE
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Seal:



Title:

Greenbelt Plan

Project:

Camelot Parc
Novi, Michigan

Prepared for:

Avalon Park Development, LLC
14955 Technology Drive
Shelby Township, Michigan 48315
248.890.5897

Revision:	Issued:
Submission	January 24, 2025
Revised	June 16, 2025
Revised	August 7, 2025
Revised	January 9, 2026
Revised	March 11, 2026

Job Number:

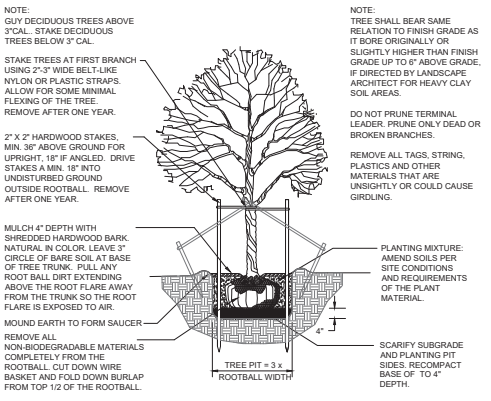
25-006

Drawn By:	Checked By:
jca	jca



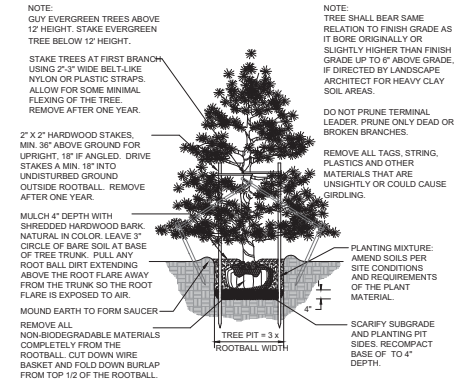
Sheet No.

L-2



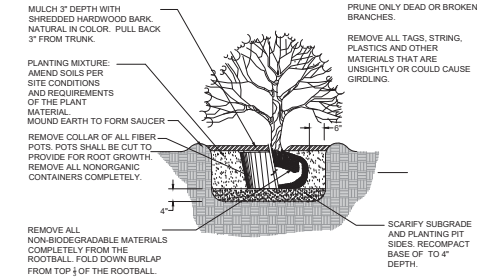
DECIDUOUS TREE PLANTING DETAIL

Not to scale



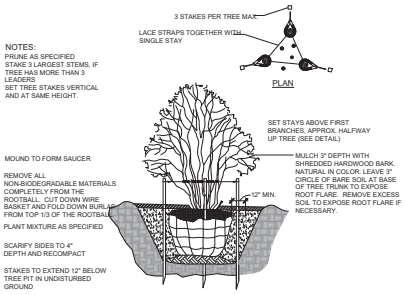
EVERGREEN TREE PLANTING DETAIL

Not to scale



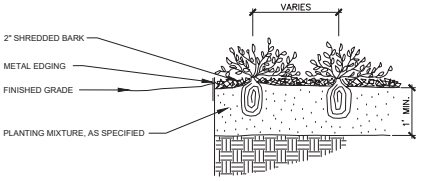
SHRUB PLANTING DETAIL

NOT TO SCALE



MULTI-STEM TREE PLANTING DETAIL

NOT TO SCALE

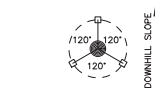


TRANSFORMER SCREENING DETAIL

Not to scale

PERENNIAL PLANTING DETAIL

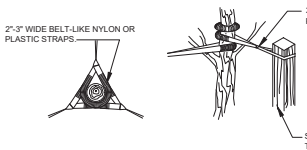
Not to scale



NOTE:
ORIENT STAKING/GUYING TO PREVAILING WINDS, EXCEPT ON SLOPES GREATER THAN 3:1 ORIENT TO SLOPE.

USE SAME STAKING/GUYING ORIENTATION FOR ALL PLANTS WITHIN EACH GROUPING OR AREA

STAKING/GUYING LOCATION

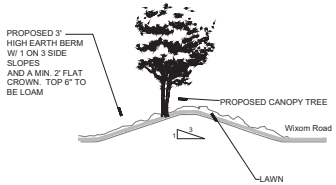


GUYING DETAIL

STAKING DETAIL

TREE STAKING DETAIL

Not to scale



Berm Detail

HORIZONTAL SCALE: 1"=10'

LANDSCAPE NOTES

1. All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
2. Plants shall be full, well-branched, and in healthy vigorous growing condition.
3. Plants shall be watered before and after planting is complete.
4. All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for at least two (2) full years following City approval.
5. All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
6. Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
7. "Agriform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
8. Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 compost, mixed well and spread to the depth as indicated in planting details.
9. All plantings shall be mulched per planting details located on this sheet.
10. The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
11. No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
12. The Landscape Architect shall be notified in writing of any discrepancies between the plans and field conditions prior to installation.
13. The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
14. The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
15. Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
16. The Landscape Contractor shall seed and mulch or sod (as indicated on plans) all areas disturbed during construction, throughout the contract limits.
17. A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly on top of all mulching in all planting beds.
18. Sod shall be two year old "Baron/Cheriadelphi" Kentucky Blue Grass grown in a sod nursery on loam soil.

CITY OF NOVI NOTES

1. All landscape islands shall be backfilled with a sand mixture to facilitate drainage.
2. All proposed landscape islands shall be curbed.
3. All landscape areas shall be irrigated.
4. Overhead utility lines and poles to be relocated as directed by utility company of record.
5. Evergreen and canopy trees shall be planted a minimum of 10' from a fire hydrant, and manhole, 15' from overhead wires.
6. All plant material shall be guaranteed for two (2) years after City Approval and shall be installed and maintained according to City of Novi standards. Replace Failing Material within 3 Months of Discovering the Need for Replacement. One cultivation per month shall occur in June-August.
7. All proposed street trees shall be planted a minimum of 4' from both the back of curb and proposed walks.
8. All tree and shrub planting beds shall be mulched with shredded hardwood bark, spread to minimum depth of 4". All lawn area trees shall have a 4' diameter circle of shredded hardwood mulch 3" away from trunk. All perennial, annual and ground cover beds shall receive 2" of dark colored bark mulch as indicated on the plant list. Mulch is to be free from debris and foreign material, and shall contain no pieces of inconsistent size.
9. All Substitutions or Deviations from the Landscape Plan Must be Approved in Writing by the City of Novi Prior to their Installation.

NOTES:
THE APPROXIMATE DATE OF INSTALLATION FOR THE PROPOSED LANDSCAPE WILL BE MARCH 15 AND NOVEMBER 15.

THE SITE WILL BE MAINTAINED BY THE DEVELOPER IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE CITY OF NOVI ZONING ORDINANCE. THIS INCLUDES WEEDING AND WATERING AS REQUIRED BY NORMAL MAINTENANCE PRACTICES.

DEVELOPER SHALL BE RESPONSIBLE FOR REPLACING ANY TREES WITHIN UTILITY EASEMENTS THAT ARE DAMAGED THROUGH NORMAL MAINTENANCE OR REPAIRS.

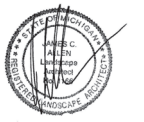
PLANT MATERIALS SHALL BE GUARANTEED FOR 2 YEARS AND SHALL BE MAINTAINED IN ACCORDANCE WITH CITY ORDINANCES. WARRANTY PERIOD BEGINS AT THE TIME OF CITY APPROVAL. WATERING AS NECESSARY SHALL OCCUR DURING THIS WARRANTY PERIOD.

ANY SUBSTITUTIONS MUST BE SUBMITTED IN WRITING AND APPROVED BY THE CITY.

Know what's below. Call before you dig.

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e. jca@wideopenwest.com
t. 248.467.4668

Seal:



Title:

Landscape Details

Project:

Camelot Parc
Novi, Michigan

Prepared for:

Avalon Park Development, LLC
14955 Technology Drive
Shelby Township, Michigan 48315
248.890.5897

Revision:	Issued:
Submission	January 24, 2025
Revised	June 16, 2025
Revised	August 7, 2025
Revised	January 9, 2026
Revised	March 11, 2026

Job Number:

21-027

Drawn By:	Checked By:
jca	jca

Sheet No.

L-3

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Camelot Park



INTERIOR UNIT FIRST FLOOR

SCALE: 1/4"= 1'-0"

FIRST FLOOR: 947 SQ. FT.
SECOND FLOOR: 1,002 SQ. FT.
TOTAL: 1,949 SQ. FT.

END UNIT FIRST FLOOR

SCALE: 1/4"= 1'-0"

FIRST FLOOR: 961 SQ. FT.
SECOND FLOOR: 1,011 SQ. FT.
TOTAL: 1,972 SQ. FT.

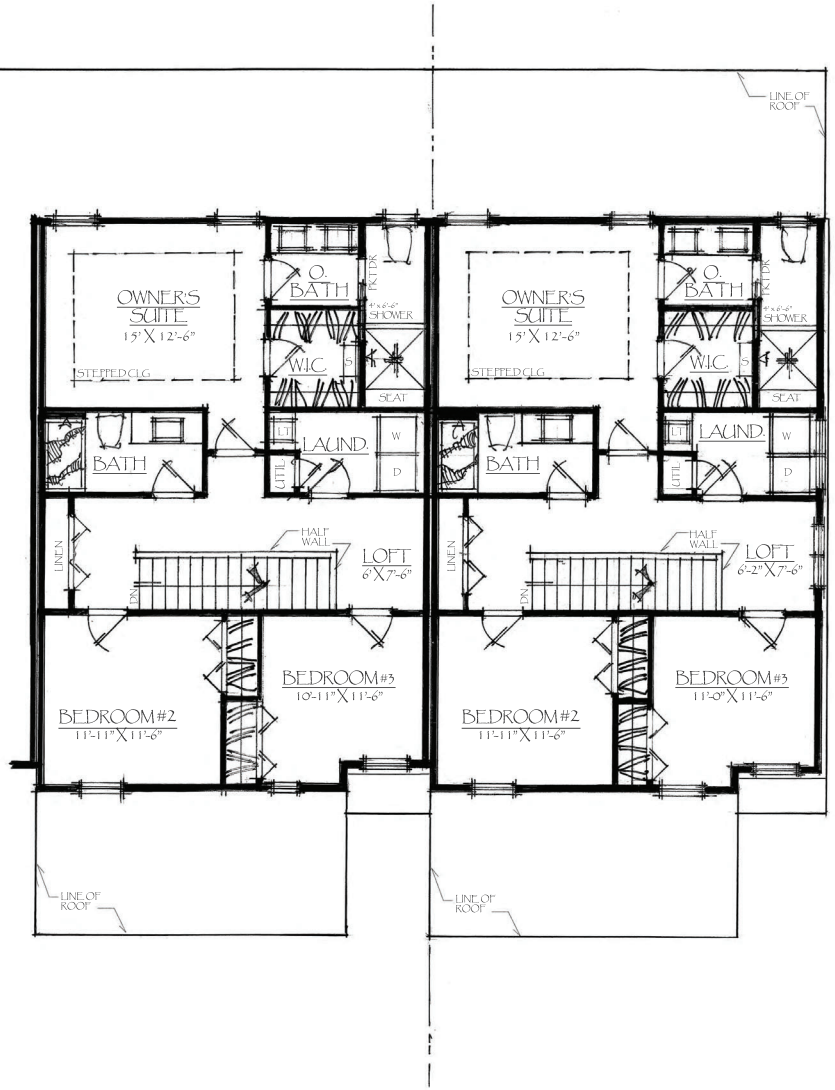
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Camelot Park



INTERIOR UNIT SECOND FLOOR
SCALE: 1/4"= 1'-0"

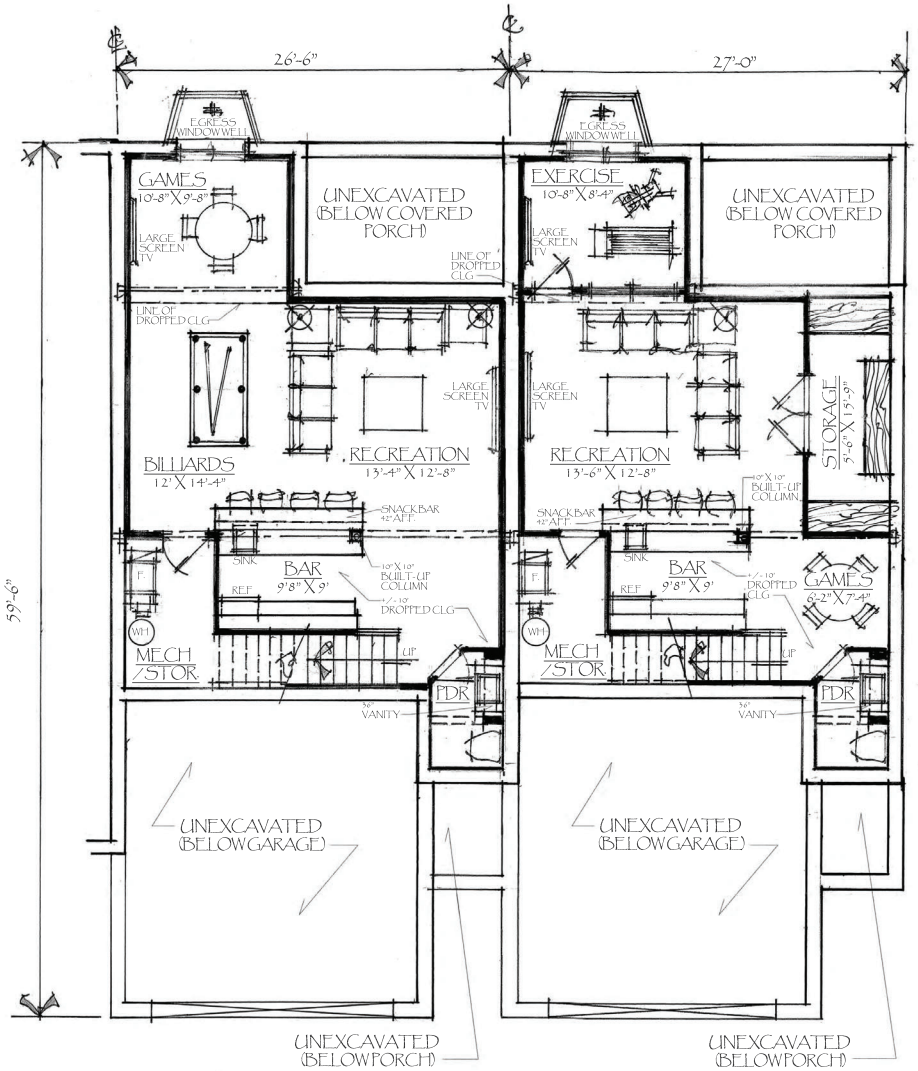
END UNIT SECOND FLOOR
SCALE: 1/4"= 1'-0"

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Camelot Park



INTERIOR UNIT LOWER LEVEL
SCALE: 1/4"= 1'-0"

END UNIT LOWER LEVEL
SCALE: 1/4"= 1'-0"

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Camelot Park



4,254 SQ FT. = 100%
3,518 SQ FT / 4,254 SQ FT =
83% BRICK
736 SQ FT / 4,254 SQ FT =
17% SIDING

3 PLEX - FRONT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

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Camelot Park



3 PLEX - REAR ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

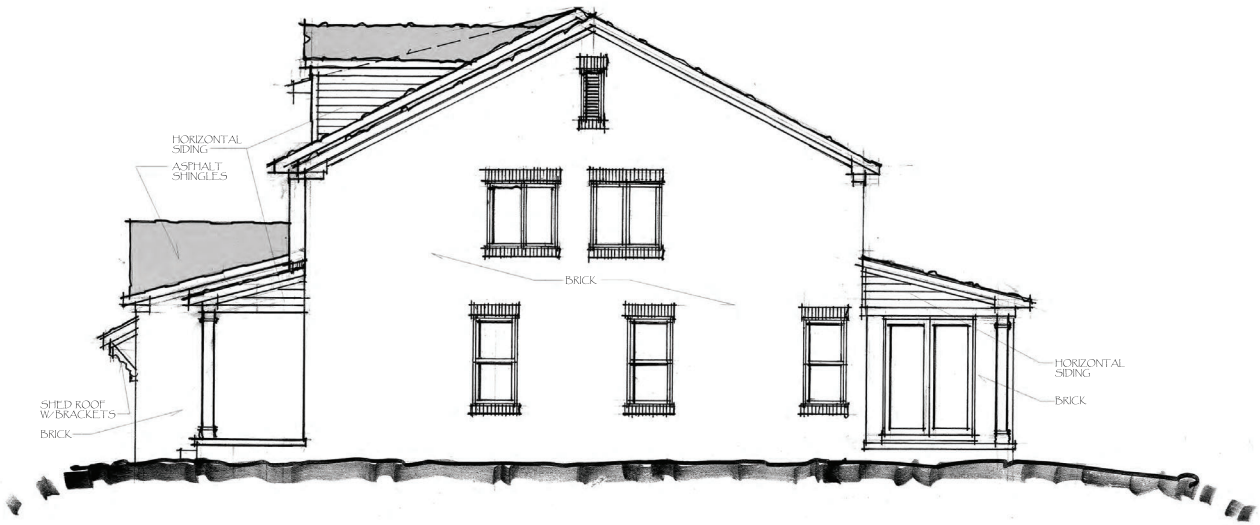
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Camelot Park



3 PLEX - RIGHT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

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Camelot Park



4-PLEX - FRONT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

5,202 SQ FT. = 100%
4, 256 SQ FT / 5,202 SQ FT =
82% BRICK
946 SQ FT / 5,202 SQ FT =
18% SIDING

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Camelot Park



4-PLEX - REAR ELEVATION CONCEPT

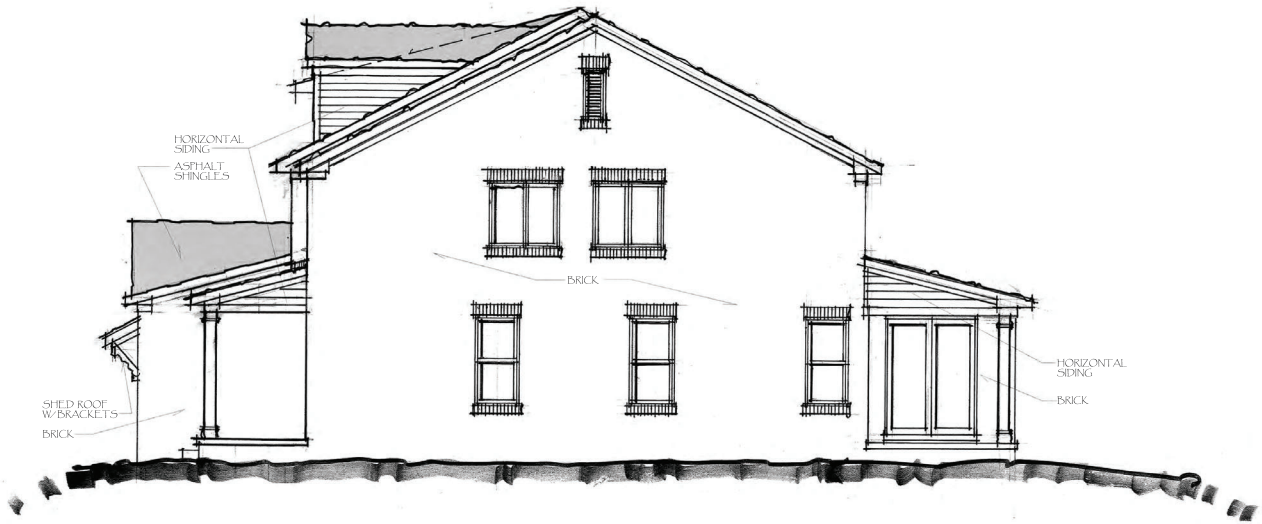
SCALE: 1/4"= 1'-0"

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Camelot Park



4 PLEX - RIGHT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

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Camelot Park



5 PLEX - FRONT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

6,189 SQ FT. = 100%
5,088 SQ FT / 6,198 SQ FT =
82% BRICK
1,110 SQ FT / 6,198 SQ FT =
18% SIDING

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Camelot Park



5 PLEX - REAR ELEVATION CONCEPT

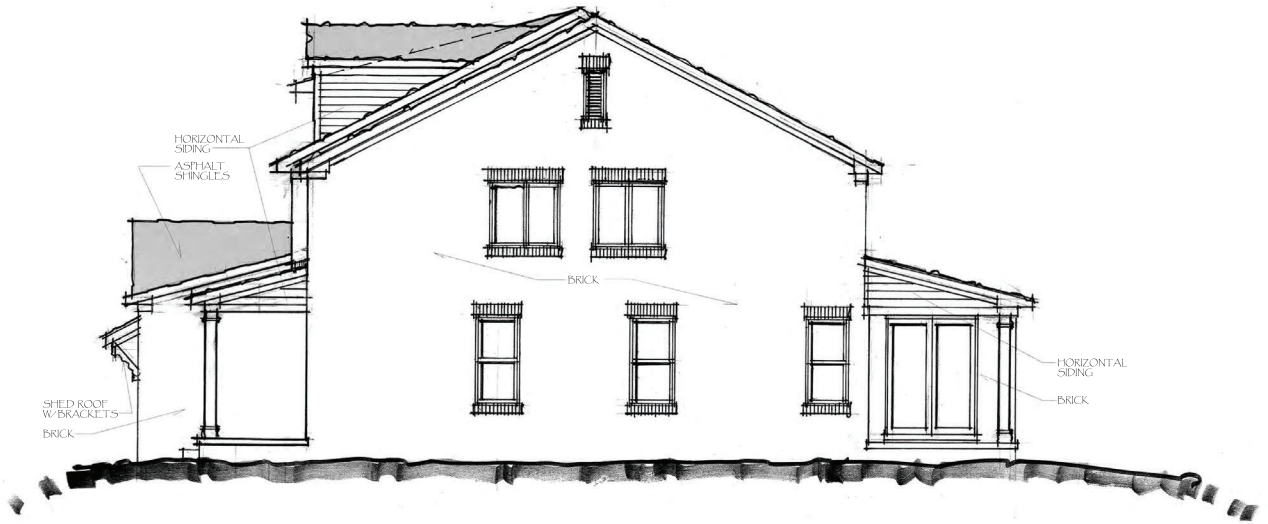
SCALE: 1/4"= 1'-0"

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Camelot Park



5 PLEX - RIGHT ELEVATION CONCEPT

SCALE: 1/4"= 1'-0"

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PLANNING REVIEW

PLAN REVIEW CENTER REPORT

February 2, 2026

Planning Review

Camelot Parc Townhomes

JSP25-02

PETITIONER

Avalon Park Development, LLC

REVIEW TYPE

2nd Revised PSLR Concept Plan

PROPERTY CHARACTERISTICS

Section	17	
Site Location	East side of Wixom Road, north of Eleven Mile Road; 22-17-300-019	
Site School District	Novi Community School District	
Site Zoning	R-1 One Family Residential with Planned Suburban Low-Rise Overlay (PSLR)	
Adjoining Zoning	North	I-1 Light Industrial & R-1: One-Family Residential with PSLR overlay
	East	I-2: General Industrial with PSLR overlay
	West	R-1: One-Family Residential
	South	I-2: General Industrial with PSLR overlay
Current Site Use	Vacant	
Adjoining Uses	North	Single family home, Retail shopping center (Novi Promenade)
	East	Two-family attached residential (Villas at Stonebrook)
	West	Island Lake residential subdivision
	South	Private road, Public park (Wildlife Woods Park)
Site Size	8.78 acres (Gross); 8.24 (Net)	
Plan Date	January 9, 2026	

PROJECT SUMMARY

The subject property is approximately 8.78 acres and undeveloped. It is zoned R-1, with an overlay of Planned Suburban Low Rise (PSLR). The applicant is proposing 22 attached housing units in five townhome buildings (2-stories). The concept plan indicates the main entrance to the development on Stonebrook Drive, with secondary gated emergency access provided on the west side connecting directly to Wixom Road. The applicant is proposing a trail for residents through the open space areas, and proposes wetland preservation and mitigation. Low rise multiple family is considered a Special Land Use in the PSLR overlay.

RECOMMENDATION

The PSLR Concept Plan is recommended for approval, if City Council finds the PSLR standards for approval have been met. Please see detailed comments in this and other review letters. The Planning Commission recommended approval of the project on September 10, 2025.

It is recommended that during site plan review the applicant continue to work on either reducing the wetland impact, or find additional area on-site to place the required mitigation. If that is not possible, the off-site mitigation for deficient area will need to be built elsewhere in the City under the terms of the Wetland & Watercourse Protection ordinance.

PSLR OVERLAY STANDARDS AND PROCEDURES

The PSLR Overlay District requires approval of a PSLR Overlay Development Agreement and Concept Plan by the City Council following a public hearing and recommendation from the Planning Commission.

In making its recommendation to the City Council, the Planning Commission shall consider the following: *(Staff comments are provided in italics and bracketed.)*

a. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. [*The applicant proposes a walking trail through a 0.92 acre area of woodland to be preserved, which is 0.1 acre more than the 10% of site area requirement. Most of this nature trail will be publicly accessible from an entrance on Wixom Road. The enhancements of the common open spaces are the walking trail and two benches, which are proposed for public access through an easement. Much of the property is wetland area to be preserved and wetland mitigation, with over 50% of the site to be placed in conservation easements. Removal of invasive species, native seeding, and habitat structures for wildlife are proposed to enhance the natural features of the property.]*
b. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. *[The number of daily vehicle trips projected to be generated is 132, which is less than the threshold for a Traffic Study (750 trips). Peak hour trips also do not reach the thresholds. The proposed use is expected to have minimal impacts on the use of public services, facilities and utilities over what the underlying zoning would allow. The proposed concept plan impacts about 0.40 acres of existing 2.3 acres of wetlands and proposes removal of approximately 20 of the regulated woodland trees. The plan indicates 0.61 acre of mitigation measures on-site for the wetland, which is just short of the 0.65 acre required, and planting 40 woodland replacement credits on-site.]*
c. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties. [*The proposed buildings are buffered by landscaping and preserved natural features. The multi-family residential use can serve as a transition from the two-family and one-family developments to the west, east and south and the commercial shopping center to the north.]*
d. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article [Article 3.1.27]. [*The proposed development could help provide for missing middle housing needs that are walkable to the commercial areas to the north, which is recommended in the City's Master Plan for Land Use. The layout for the site balances preservation of natural features with providing in-demand housing.]*

The City Council, after review of the Planning Commission's recommendation, consideration of the input received at the public hearing, and review of other information relative to the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan, may Indicate its tentative approval of the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan, and direct the City Administration and City Attorney to prepare, for review and approval by the City Council, a PSLR Overlay Development Agreement or deny the proposed PSLR Overlay Concept Plan.

If tentative approval is offered, following preparation of a proposed PSLR Overlay Development Agreement, the City Council shall make a final determination regarding the PSLR Overlay Concept Plan and Agreement.

After approval of the PSLR Overlay Concept Plan and Agreement, site plans shall be reviewed in accordance with the requirements of Section 6.1 and Section 3.21 of the Ordinance and for general compliance with the approved PSLR Overlay Development Agreement and PSLR Overlay Concept

Plan.

SPECIAL LAND USE CONSIDERATIONS

The concept plan is proposing low-rise multiple family residential in the PSLR district which requires a Special Land Use Permit. This must be approved by the Planning Commission in accordance with the requirements of Section 6.1.2.C for Special Land Uses and subject to the public hearing requirements set forth and regulated in Section 6.2.

Section 6.1.2.C of the Zoning Ordinance outlines specific factors the Planning Commission shall consider in the review of any Special Land Use:

i. Whether, relative to other feasible uses of the site, the proposed use will cause any detrimental impact on existing thoroughfares in terms of overall volumes, capacity, safety, vehicular turning patterns, intersections, view obstructions, line of sight, ingress and egress, acceleration/deceleration lanes, off-street parking, off-street loading/unloading, travel times and thoroughfare level of service.
ii. Whether, relative to other feasible uses of the site, the proposed use will cause any detrimental impact on the capabilities of public services and facilities, including water service, sanitary sewer service, storm water disposal and police and fire protection to service existing and planned uses in the area.
iii. Whether, relative to other feasible uses of the site, the proposed use is compatible with the natural features and characteristics of the land, including existing woodlands, wetlands, watercourses and wildlife habitats.
iv. Whether, relative to other feasible uses of the site, the proposed use is compatible with adjacent uses of land in terms of location, size, character, and impact on adjacent property or the surrounding neighborhood.
v. Whether, relative to other feasible uses of the site, the proposed use is consistent with the goals, objectives and recommendations of the City's Master Plan for Land Use.
vi. Whether, relative to other feasible uses of the site, the proposed use will promote the use of land in a socially and economically desirable manner.
vii. Whether, relative to other feasible uses of the site, the proposed use is
    a. Listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance, and
    b. Is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.

ORDINANCE DEVIATIONS

Section 3.21.1.D permits deviations from the strict interpretation of the Zoning Ordinance within a PSLR Overlay agreement. These deviations can be granted by the City Council on the condition that "*there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District.*" The applicant shall provide substitute safeguards for each item that does not meet the strict requirements of the Zoning Ordinance.

The concept plan submitted with an application for a PSLR Overlay is not required to contain the same level of detail as a preliminary site plan, but the applicant has provided enough detail for the staff to identify the deviations from the Zoning Ordinance are currently shown. The following are deviations from the Zoning Ordinance and other applicable ordinances shown on the concept plan:

1. Buildings are required to be separated by a minimum of 30 feet. The two western-most buildings are 25-feet apart, which requires a deviation of 5 feet. ***This is a relatively minor deviation supported by staff because of the natural features constraints of the site and all other buildings exceed the requirements. (Sec. 3.21.2.A.ii)***
2. A stub street to the property boundary at intervals not to exceed 1,300 feet along the perimeter is required by ordinance. ***A waiver of this requirement is supported by staff since providing***

additional stub roads would require impacts to woodland trees and wetlands, and there are no logical connection points. (Subdivision Ordinance, Sec. 4.04)

3. Minor drives are not to exceed 600 feet. **The proposed *Avalon Drive would be considered a minor drive, with a width of 26 feet. It has small bays of off-street visitor parking proposed in a few areas. The drive is greater than 600 feet in length, which requires a deviation. This deviation is supported by staff due to the existing wetlands which constrain development to the southern area of the site. A wider road width is unnecessary for the small site and would cause greater impacts to the natural features. (Sec. 5.10.1.B.ii)***
4. Parking and/or access aisles are located within 8 feet of the buildings in some locations. ***The visitor parking locations are no closer than the unit driveway aprons, where parking is also permitted. Staff supports the deviation. (ZO Sec. 3.21.2.A.iv)***
5. *Active recreation area is supposed to make up 50% of the total open space area provided on a site.* ***For this site, because the total amount of open space is extensive (2.87 acres) and the site contains large areas of wetlands and woodlands, it is nearly impossible to increase the active open space beyond the 32% proposed without removing the passive open space. Staff supports the deviation. (ZO Sec. 3.21.2.A.iv)***
6. Sidewalks along private roadways should be located such that the outside edge of the sidewalk is a minimum of 15 feet from back of curb. ***In this case, locating the sidewalk further from the roadway would cause additional impacts to wetland areas or removing more of the berm. The traffic volume is expected to be low enough for this small development that the safety of pedestrians would not be at risk with the sidewalk locations shown. (Design & Construction Standards)***
7. *Five-foot sidewalks are required along both sides of local streets and private roadways.* ***The proposed plans show 5-foot sidewalks on both sides of Camelot Drive, and along the full south side of Avalon Drive. However, sidewalks are shown on only part of the north side of Avalon Drive. This requires a deviation, which is supported by staff as the areas without sidewalk are not near buildings, and installing them would require greater impacts on the wetlands. (CO, Sec. 11-256)***
8. Deficiency in street trees along Wixom Road. ***It appears that there is not room for trees with the new sidewalk and existing utilities along the road, so this would be supported by staff. (ZO Sec 5.5.3.B(10))***
9. All buildings, parking lots and loading areas shall be separated from section line road rights-of-way by a 50-foot landscape buffer containing an undulating 3-5 foot-tall, landscaped berm. ***A four-foot tall landscaped berm is provided along Wixom Road, but it is not undulating due to the area's size. In addition, there is no berm or greenbelt trees proposed north of the emergency access drive. This is supported by staff since providing the berm would require additional impacts to existing woodland trees and wetlands, and there are no buildings proposed in that area.* (Zoning Sec. 5.5.3.B.ii, iii)**
10. Lack of a 25-foot wetland buffer north of Avalon Drive**. This is supported by staff as the applicant has proposed signage as visual protection for the wetland between Avalon Drive and the buildings is proposed. The applicant has proposed planting shrubs in this wetland that would discourage mowing. Wetland buffers are meant to remain in a natural, un-mowed state in order to protect the wetland from surface water run-off and pollutants. See Wetland Review for more specific comments. (Sec. 3.6.2.M)**

ADDITIONAL REVIEW COMMENTS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other applicable provisions of the Zoning Ordinance**.**

Please see the attached chart for information pertaining to ordinance requirements. Items in **bold** below must be addressed and incorporated as part of the revised PSLR Concept Plan submittal:

1. **Missing middle housing:** The proposed plan provides low-rise for-sale units, which can be considered one of the recommended housing types in our 2016 City of Novi Master Plan. It fills

the gap between single family units and mid-rise apartments. In Chapter 4, Market Assessment, in our Master plan, there is an example that illustrates how smaller units, clustered together, could potentially be added in well-chosen locations in the City. Walkability is a key to capturing this market segment. The concept plan includes a sidewalk connection to Stonebrook Drive, which would give residents access to the City's main trail system. The Novi Promenade shopping center would also be within walking distance, with a sidewalk proposed to connect to the existing pathway that was recently built by the City along Wixom Road. Other characteristics include medium density that can be perceived as a lower density, smaller, well-designed units, and blended densities.

2. **Unit size:** Per the City's 2016 Master Plan, missing middle housing types are expected to be smaller units than or typically found in Novi, with small or zero setback lots. The current concept plan is proposing unit sizes of 1,950-1,975 square feet. **These units are consistent with other development projects proposed to meet RM-1 and RM-2 standards, but are larger than the adjacent Villas at Stonebrook units (max. 1700 square feet).**

3. **Housing Style:** Conceptual elevations and floor plans provided indicate 2-story townhouses, with 3-, 4-, and 5-unit buildings. Each unit has its own exterior door and contains three bedrooms. Each home has a two-car attached garage.

4. **Density:** Section 4.70 of the Zoning Ordinance states, "In the PSLR district, low-rise multiple-family residential uses are permitted as a special land use up to a maximum of 6.5 dwelling units per net acre, excluding existing road rights-of-way." **The current concept plan proposes 2.7 units/net acre (ROW is excluded from the gross parcel size), which is less than what is allowed under PSLR zoning requirements.**

5. **Traffic Impacts:** As indicated in the Traffic Review letter, the proposed development is estimated to generate 5 peak hour trips in the morning, 10 peak-hour trips in the evening, and approximately 132 daily trips. These levels do not meet the City's threshold to require either a Traffic Impact Study or a Traffic Assessment, as described in the City's Site Plan and Development Manual. In addition, no new access drive is proposed to be added onto Wixom Road.

6. **Stonebrook Drive:** The applicant has included a proposed Road Maintenance Plan on Sheet 12 for Stonebrook Drive. The plan calculates a contribution for the proposed Camelot Parc toward Stonebrook Drive maintenance costs based on the length of the road, percentage of road used to access Wildlife Woods Park, and the total number of units for each development. **As Stonebrook Drive is a private road owned by Villas at Stonebrook HOA, the applicant has indicated they are discussing the road maintenance agreement with them. Any cost-sharing agreement would be a private agreement between the two entities.**

7. **Connection to neighboring properties:** Full time access drives shall be connected only to non-section line roads. New roads should provide public access connections to neighboring properties at location(s) acceptable to the City and the neighboring property. **The proposed development has a full-time access drive from Stonebrook Drive, a private road belonging to the Villas at Stonebrook development. There is an ingress-egress agreement to allow this access. Wixom Road is considered a Section line road. A gated emergency access only drive is provided to Wixom Road. The only neighboring property available to connect to is the property to the north, which also has the ability to develop under the PSLR standards. Providing a connection to that parcel would mean impacting regulated wetland and woodland areas. Therefore, staff does not recommend that connection.**

8. **Open Space:** The applicant has revised the plan to meet requirements for several conditions related to providing open space on the property, and is requesting a deviations for only one condition. While nearly 30% of the site is proposed to remain open space, it is largely existing

wetland areas to be preserved and therefore not suitable for the type of open space the PSLR Overlay requires to be provided. These requirements are:

a. *Each dwelling unit shall have a minimum of two-hundred (200) square feet of private open space adjacent to and accessible directly from the dwelling unit. This open space may include covered porches, patios, and balconies.* ***(Covered porches of about 125 sf are proposed, and each unit now has a 10 x 26-foot open area behind the unit for private green space. This exceeds the requirement.)***
b. *All residential developments shall provide common open space areas, enhanced with play structures, furniture, and landscaping as central to the project as possible*. **Benches and nature trail proposed.**
c. *Active recreation areas shall be provided in all residential developments, with at least fifty percent of the open space area provided to be designed for active recreation.* **Nature trail now consists of 32% of the total open space – the applicant was able to bring a trail connection Wixom Road and proposes to make most of the trail accessible to the general public.**
d. *Active recreation area shall consist of a minimum of ten percent of the site area***. The active open space now totals 11% of the site.**

The applicant has revised the plan to comply with most of the relevant open space standards, which removes two deviations from their request. However, bringing the active open space to 50% of the total would require removal of tree and wetland areas (passive open space), which is not advised. The requested deviation is in the public interest to protect natural features.

9. **Wetland Mitigation:** Revisions to the plan have increased the wetland impact area from 0.37 acre to 0.40. This increases the mitigation requirement from 0.61 to 0.65, however it appears the proposed on-site mitigation is still 0.61 acre. **Staff suggests additional minor changes to the plan be made to be able to accommodate the full amount of mitigation on-site during the site plan review. Alternatively, the applicant will need to propose 0.04 acre (1,742 square feet) of mitigation at an acceptable location elsewhere in the City, which is permitted under the City's ordinance.**

10. **Preservation of Natural Features: Sheet 8 of the revised PSLR plan shows the area to be protected by preservation or conservation easements is 4.25 acres. Within this area the applicant indicates they will remove invasive species, sow native seeds to promote growth of desirable species, and place new habitat structures for wildlife.**

11. **Plan Review Chart: Please refer to Planning Review Chart for other comments that need to be included on the Site plan.**

SUMMARY OF OTHER REVIEWS

a. Engineering Review: Additional comments to be addressed with Preliminary Site Plan. **Engineering previously recommended approval.**
b. Landscape Review: **Landscape recommends approval with the additional protections for wetland buffers provided.**
c. Wetland Review: An EGLE Wetland Permit and a City of Novi Wetland Non-Minor Use Permit are likely required, as well as a City of Novi Authorization to Encroach the 25-Foot Natural Features Setback. Wetland mitigation is proposed (0.61 acre) on-site to compensate for wetland impacts of 0.40 acre, however the full amount required is not proposed on-site. **Approval is recommended with the condition that additional wetland comments are addressed during site plan review process.**
d. Woodland Review: A Woodland Permit from the City of Novi would be required for about 20 regulated woodland tree removals. Additional comments to be addressed in the Site Plan. **Woodlands recommends approval of the PSLR Concept Plan**.

e. Traffic Review: Additional comments to be addressed with Preliminary Site Plan**. Traffic previously recommended approval of the PSLR Concept.**
f. Facade Review: **Façade previously recommended approval.** The design is in compliance with the Façade ordinance standards and specific PSLR Ordinance design standards.
g. Fire Review: Conformance with fire safety standards will be further reviewed with Site Plan submittal. **Fire recommends conditional approval of the PSLR, with comments to be addressed in the Site Plan submittals**.

NEXT STEP: CITY COUNCIL

At the December 1, 2025 Council meeting, decision on this matter was postponed to give the applicant opportunity to address issues raised. **The revised PSLR Concept Plan will be scheduled for City Council consideration.** If the City Council grants tentative approval at that time, the next step would be to develop the PSLR Agreement and then bring the negotiated agreement back to City Council for final approval. Following final approval of the PSLR Plan and Agreement, the applicant would then begin the site plan approval process.

STREET AND PROJECT NAME

This project has applied for Project Naming Committee approval. **Please see letter from Stacey Choi (248-347-0483)** in the Community Development Department for information. If any further changes are proposed, the application can be found by clicking on this link.

CHAPTER 26.5

Chapter 26.5 of the City of Novi Code of Ordinances generally requires all projects be completed within two years of the issuance of any starting permit. Please contact Sarah Marchioni at 248-347-0430 for additional information on starting permits. The applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.347.0484 or lbell@cityofnovi.org

Lindsay Bell

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Lindsay Bell, AICP – Senior Planner

PLANNING REVIEW CHART: PSLR Planned Suburban Low-Rise Overlay

Review Date: February 2, 2026
Review Type: 2nd Revised PSLR Concept Plan
Project Name: **JSP25-02 Camelot Parc Townhomes**
Parcel 22-17-300-019
Prepared by: Lindsay Bell, *AICP*, Senior Planner
Contact: **E-mail:** lbell@cityofnovi.org; **Phone:** (248) 347-0484

Items in **Bold** need to be addressed by the applicant with PSLR Concept Plan. Underlined items need to be addressed prior to the approval of the Site Plan

Item	Required Code	Proposed	Meets Code	Comments
Zoning and Use Requirements				
Master Plan *(adopted July 27, 2017)*	Suburban Low-Rise	Suburban Low-Rise	Yes	
Area Study	The site does not fall under any special category	NA	Yes	
Zoning *(Effective January 8, 2015)*	R-1 One Family Residential with PSLR (Planned Suburban Low-Rise) overlay	R-1 with PSLR overlay	Yes	**PSLR Agreement and Concept Plan must be approved by City Council after recommendation by Planning Commission.**
Uses Permitted *(Sec 3.1.27.B & C)*	Sec 3.1.27.B Principal Uses Permitted. Sec 3.1.27.C Special Land Uses	22 dwelling units – low rise multiple family (2-story)	Yes	**Special Land Use Permit required.**
Next Steps	1. Planning Commission review, public hearing and recommendation to City Council 2. City Council review and consideration of concept plan and PSLR Agreement 3. Review and approval of site plans per section 6.1.			
Low-Rise Multiple-Family Residential Uses In The PSLR District *(Sec. 4.70)*				
Low-rise multiple-family residential uses	- In the PSLR district, low-rise multiple-family residential uses are permitted as a special land use up to a maximum of 6.5 dwelling units per net acre, excluding existing road rights-of way.	22 Units on 8.24 net acres = 2.7 Dwelling units per acre	Yes	
3.21 PSLR Required Conditions				
Narrative *(Sec. 3.32.3.A)*	Explain how the development exceeds the standards of this ordinance	Narrative provided	Yes	
PSLR Overlay Concept Plan:	i. Legal description and dimensions	Provided	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Required Items *(Sec. 3.21.1.A)*	ii. Existing zoning of site/adjacent properties	Provided	Yes	
	iii. Existing natural features such as wetlands and proposed impacts	Wetlands exist on site with an open body of water in the NE	Yes	**See Woodland-Wetland Review**
	iv. Existing woodlands and proposed impacts	Tree survey provided	Yes	
	v. Existing and proposed rights-of-way and road layout	60 feet ROW along Wixom Road frontage is indicated to be dedicated. The current site plan indicates private roads within the development	Yes	
	vi. Bicycle/pedestrian plan	Sidewalks, walking trail shown	Yes	
	vii. Conceptual storm water management plan	Provided	Yes	
	viii. Conceptual utility plan	Provided	Yes	
	ix. Building, Parking and Wetland Setback requirements	Provided	Yes	
	x. Conceptual layout	Provided	Yes	
	xi. Conceptual open space/recreation plan	Information provided on sheet 9; walking path shown	Yes	
	xii. Conceptual streetscape landscape plan	Provided	Yes	**Refer to Landscape review for more details**
PSLR Overlay Concept Plan: Optional Items *(Sec. 3.21.1.A)*	xiii. Parking plan	Provided	Yes	Refer to Traffic review letter for additional comments
	xiv. Detailed layout plan	Provided	Yes	
	xv. Residential density calculations and type of units	2.7 DUA proposed	Yes	
	xvi. Detailed open space/recreation	Walking path (gravel), benches	Yes	
	xvii. Detailed streetscape landscape plan	Provided	Yes	**Refer to Landscape review for more details**
	xviii. Graphic description of each deviation from the applicable ordinance requested	Written description provided in the narrative	Yes?	

Item	Required Code	Proposed	Meets Code	Comments
	xix. Phasing plan	Phasing not indicated	NA	
Community Impact Statement *(Sec. 3.21.1.B)*	- All non-residential projects over 30 acres for permitted use - All non-residential over 10 acres for special land use - Residential over 150 units - Mixed use, staff determines - Requirements within study (include: social impacts, environmental factors)	Total project area is 8.78 Acres or 8.24 Net after ROW dedication, units 22	NA	*Does not meet threshold for CIS*
Traffic Impact Study *(Sec. 3.21.1.C)*	Study as required by the City of Novi Site Plan and Development Manual	Does not meet requirements for study	NA	
Proposed Ordinance Deviations *(Sec. 3.21.1.D)*	List all proposed ordinance deviations with supporting narrative.	Deviations listed in applicant narrative.	Yes	See charts and letters for all deviations
City Council may approve deviations from the Ordinance standards as part of a PSLR Overlay Development Agreement provided there are specific, identified features or planning mechanisms deemed beneficial to the City which are designed into the project for the purpose of achieving the objectives for the District. Safeguards shall be provided for each regulation where there is noncompliance on the PSLR Overlay Concept Plan.				
Required PSLR Overlay Use Standards/ Conditions for special land uses *(Sec. 3.21.2)*				
Site Standards *(Sec. 3.21.2.A)*				
Building Frontage *(Sec. 3.21.2.A.i)*	Buildings shall front on a dedicated non-section line public street or an approved private drive	Site fronts on Section line public road and will have access via Stonebrook Drive to proposed private minor drives	Yes	
Building Setbacks *(Sec. 3.21.2.A.ii) & (Sec 3.1.27.D)* *** The maximum front and exterior side yard setback requirement when adjacent to roads and drives (other than planned or existing section	Minimum front yard setback: 30 ft*** Maximum front yard setback: 75 ft.	30 ft. from units to private dr.	Yes	
	Minimum rear yard setback: 30 ft	30 feet	Yes	
	Exterior side yard adjacent to roads and drives 30 ft***	55 feet to South property line	Yes	
	Exterior side yard adjacent to planned or existing section line road ROW 50 ft	50 feet from Wixom Road	Yes	
	Interior side yard 30 ft	130 ft	Yes	**2 Western-most buildings**

Item	Required Code	Proposed	Meets Code	Comments
line road right-of-way) is 75 feet.	Building to building 30 ft	25 ft	**No**	**<u>are 25-feet apart, which would require a deviation</u>**
	Building Corner to corner: 15 ft		NA	
Landscape Buffer *(Sec. 3.21.2.A.iii)* **and Berms** *(Sec. 5.5.3)*	All buildings, parking lots and loading areas shall be separated from section line road rights-of-way by a **50 ft. landscape buffer** containing an undulating 3-5 ft. tall landscaped berm.	landscape buffer provided with berm near building, waiver requested where no buildings and existing woodlands are present	**No**	**Refer to planning and landscape review for more details – <u>Deviation Requested</u>**
Parking spaces for all uses in the district (except for townhouse style multiple-family dwellings that provide private garages for each dwelling unit) *(Sec. 3.21.2.A.iv)*	Located only in the rear yard or interior side yard	A few Interior parking shown for visitor spaces	Yes	
	Screened by 3-5 ft. undulating berm from adjacent streets per Section 5.5.3.	Berms present	Yes	
	All parking and access aisles shall be Min. 15 ft. from all buildings	8-11.6 feet in some locations	**No**	**<u>Deviation requested to allow visitor parking to be located 8- to 11.5-ft from buildings</u>**
Parking Setbacks *(Sec. 3.21.2.A.iv.d)* ***** except that parking spaces for townhouse developments shall be permitted in the front yard setback when the parking area is also a driveway access to a parking garage contained within the unit.	Front yard parking is not permitted*	None proposed	Yes	
	Exterior side yard adjacent to a section line road - 50 ft. min		NA	
	Exterior side yard adjacent to a local street – 30 ft. min	120 ft	Yes	
	Interior side yards adjacent to single family residential districts - 30 ft. min	120 ft	Yes	
	Interior side yards not adjacent to a single family residential district – 15 ft. min		NA	
Open Space Recreation requirements for Multi-Family Residential Developments *(Sec. 3.21.2.A.v)*	Minimum of 200 square feet per dwelling unit of private open space accessible to building (includes covered porches, balconies and patios)	Private open space indicated – 125 sf is proposed in balcony/patio areas, and each unit now has 260 sf of open space at back of unit	Yes	*Deviation for deficiency no longer required*

Item	Required Code	Proposed	Meets Code	Comments
	Common open space areas as central to project as possible	Most of the open space in the northern area of the site – existing wetlands and proposed mitigation areas	Yes	
	Active recreation areas shall be provided with at least 50 % of the open spaces dedicated to active recreation	Total open spaces: 2.87 acres Active open space: 0.92 acres (walking trail area)	**No**	**Deviation requested for less than 50% as active, 32% proposed**
	Active recreation shall consist 10% of total site area. **(0.82 acre)**	Active open space 0.92	Yes	*Deviation for deficiency no longer required*
Other Applicable Zoning Ordinances *(Sec. 3.21.2.A.vi, vii and ix)*	Loading and Unloading per Section 5.4	Loading spaces are not required	NA	
	Off-street Parking per Section 5.2 and 5.3: 2 spaces per dwelling unit with 2 bedrooms	22 x 2 = 44 required 104 spaces provided	Yes	**Two-car garages, 2 apron spaces per unit, and 16 visitor spaces**
	Landscaping per Section 5.5, All sites shall include streetscape amenities such as but not limited to benches, pedestrian plazas, etc.	One bench, residential-style wall lights	Yes	**Suggest additional benches around the walking path**
Building Length *(Sec. 3.21.2.A.viii)*	Maximum building length as described in Sec 3.21.3.A.vii shall not exceed **180 ft.**	Does not exceed. 134 ft max	Yes	
	City Council may modify the minimum length up to a maximum of 360 ft. if: a) Building includes recreation space for min. 50 people b) Building is setback 1 ft. for every 3 ft. in excess of 180 ft. from all residential districts.	Not applicable	NA	
Outdoor Lighting *(Sec. 3.21.2.A.x)*	Maximum height of light fixtures: 20 ft.	15 ft	Yes	
	Cut-off angle of 90 degrees or less	Provided	Yes	
	No direct light source shall be visible at any property line abutting a section line road right-of -way at ground level.	Light fixture at western end of access aisle may be visible, but it is shielded	Yes	
	Maximum Illumination at property line: 0.5fc	Max proposed 0.5 fc except for entrance drive on Stonebrook Dr.	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Circulation Standards *(Sec. 3.21.2.B)*				
Full Time Access *(Sec. 3.21.2.B)*	Full-time access drives shall be connected only to non-section line roads	Full time access drives are connected to a proposed private drive	Yes	
Emergency Access *(Sec. 3.21.2.B)*	Emergency access with access gate may be connected to section line roads when no other practical location is available	Emergency access is proposed	Yes	
Connection to Neighboring Properties *(Sec. 3.21.2.B.i)*	New roads should provide public access connections to neighboring properties at location(s) acceptable to the City and the neighboring property	Connections to neighboring parcels are proposed via previous public access easement (Villas at Stonebrook)	Yes	
New Roads *(Sec. 3.21.2.B.ii.a)*	New roads shall be designed as pedestrian/bicycle focused corridors as identified in the Active Mobility Plan	Drive aisles are not new streets		
Non-Motorized Facilities *(Sec. 3.21.2.B.ii.b)*	Facilities shall be connected to the existing pedestrian network	Sidewalks are proposed within the site and connected to Wixom Road and Stonebrook Dr	Yes	
Proposed Non-Motorized Facilities *(Sec. 3.21.2.B.ii.c)*	Where existing non-motorized facilities do not exist on adjacent neighboring properties, facilities shall be stubbed to the property line.	Pathway existing on Wixom Road	NA	
Building Design Standards (Sec. 3.21.2.C)				
Building Height *(Sec. 3.21.2.C.i)*	35 ft. or 2 ½ stories	2-story shown, 25.5'	Yes	
Building Design *(Sec. 3.21.2.C.ii)*	Buildings must be designed with a "single-family residential character"	Residential style shown	Yes	**See previous Façade Review for comments**
Building Design *(Sec. 3.21.2.C.ii)*	Front and rear elevations have ground floor pedestrian entrances spaces no more than 60 ft	Pedestrian entrances on front and rear, for each unit	Yes	
Maximum % of Lot Area Covered *(Sec. 3.1.27.D)*	25%	9.17%	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Note To District Standards *(Sec 3.6.2)*				
Off-Street Parking in Front *Yard* *(Sec 3.6.2.E)*		No front yard parking proposed	NA	
Parking setback screening *(Sec 3.6.2.P)*	Required parking setback area shall be landscaped per sec 5.5.3.	Parking lots are screened by berm/buildings	Yes	
Modification of parking setback requirements *(Sec 3.6.2.Q)*	Refer to Sec 3.6.2 for more details	Modifications are not requested	NA	
Additional Road Design, Building Setback, And Parking Setback Requirements, Multiple-Family Uses *(Sec. 5.10)*				
Road standards *(Sec. 5.10)*	A private drive network within a cluster, two - family, multiple-family, or non-residential uses and developments shall be built to City of Novi Design and Construction Standards for local street standards (28 feet back-to-back width)	Camelot Dr - 28 feet wide Avalon Dr – 26 feet	Yes	
Major Drives	Width: 28 feet	Stonebrook Dr would be the Major Drive - existing	Yes	
Minor Drive	– Cannot exceed 600 feet – Width: 24 feet with no on-street parking – Width: 28 feet with parking on one side – Parking on two sides is not allowed - Needs turn-around if longer than 150 feet	Avalon Drive exceeds 600 ft length 26-foot wide Parking bays on 1 side Turn-arounds provided	**No** Yes	**Deviation required for minor drive in excess of 600 ft**
Parking on Major and Minor Drives	– Angled and perpendicular parking, permitted on minor drive, but not from a major drive; – minimum centerline radius: 100 feet – Adjacent parking and on-street parking shall be limited near curves with less than two-hundred thirty (230) feet of centerline radius – Minimum building	Perpendicular parking proposed on minor drive Parking setback is required to be 15 ft in PSLR standards (see previous note)	Yes	

Item	Required Code	Proposed	Meets Code	Comments
	setback from the end of a parking stall shall be 25 feet in residential districts.			
Parking, Loading and Dumpster Requirements				
Number of Parking Spaces **Multiple Family** *(Sec. 5.2.12.A)*	Two for each dwelling unit For 22 units, 44 spaces	104 spaces	Yes	
Parking Space Dimensions and Maneuvering Lanes *(Sec. 5.3.2)*	<u>90° parking layout:</u> 9' x 19' parking space dimensions and 24' wide drives	26' access aisle	Yes	
	9' x 17' if overhang on 7' wide interior sidewalk or landscaped area as long as detail indicates 4'' curb	9' x 19' proposed	Yes	
Parking stall located adjacent to a parking lot entrance (public or private) *(Sec. 5.3.13)*	- shall not be located closer than twenty-five (25) feet from the street right-of-way (ROW) line, street easement or sidewalk, whichever is closer	Complies	Yes	
End Islands *(Sec. 5.3.12)*	- End Islands with landscaping and raised curbs are required at the end of all parking bays that abut traffic circulation aisles. - The end islands shall generally be at least 8 feet wide, have an outside radius of 15 feet, and be constructed 3' shorter than the adjacent parking stall as illustrated in the Zoning Ordinance		NA	**See Traffic Review for detailed comments**
Barrier Free Spaces *Barrier Free Code*	1 barrier free parking spaces (for total 26 to 50)& 1 van barrier free parking space	2 barrier free proposed		**See Traffic Review**
Barrier Free Space Dimensions *Barrier Free Code*	- 8' wide with an 8' wide access aisle for van accessible spaces - 8' wide with a 5' wide access aisle for regular accessible spaces	9' wide, 9' access aisle – appears to comply	Yes?	**Could reduce spaces to 8' each with 8' access to recover a couple feet of pavement**
Barrier Free	One sign for each			**See Traffic Review**

Item	Required Code	Proposed	Meets Code	Comments
Signs *Barrier Free Code*	accessible parking space.			
Minimum number of Bicycle Parking *(Sec. 5.16.1)*	One (1) space for each five (5) dwelling units: **5 spaces required**	5 spaces shown	Yes	**Provide required bike parking**
Bicycle Parking General requirements *(Sec. 5.16)*	- No farther than 120 ft. from the entrance being served - When 4 or more spaces are required for a building with multiple entrances, the spaces shall be provided in multiple locations - Spaces to be paved and the bike rack shall be inverted "U" design - Shall be accessible via 6 ft. paved sidewalk		**TBD**	**Will be reviewed in Final Site Plan submittal**
Bicycle Parking Lot layout *(Sec 5.16.6)*	Parking space width: 7 ft. One tier width: 11 ft. Two tier width: 18 ft. Maneuvering lane width: 4 ft. Parking space depth: 32 in		**TBD**	**Will be reviewed in Site Plan submittals**
Dumpster *(Sec 4.19.2.F)*	- Located in rear yard or interior side yard in case of double frontage - Attached to the building or - No closer than 10 ft. from building if not attached - Not located in parking setback - If no setback, then it cannot be any closer than 10 ft, from property line. - Away from Barrier free Spaces	Not proposed – individual trash pick up	NA	
Dumpster Enclosure *(Sec. 21-145.(c) City code of Ordinances)*	- Screened from public view - A wall or fence 1 ft. higher than height of refuse bin - And no less than 5 ft. on three sides		NA	

Item	Required Code	Proposed	Meets Code	Comments
	- Posts or bumpers to protect the screening - Hard surface pad. - Screening Materials: Masonry, wood or evergreen shrubbery			
Sidewalk Requirements				
ARTICLE XI. OFF-ROAD NON-MOTORIZED FACILITIES *Sec. 11-256. Requirement. (c)* & Sub. Ord. Sec. 4.05,	- In the case of new streets and roadways to be constructed as part of the project, a sidewalk shall be provided on both sides of the proposed street or roadway. - Sidewalks along arterials and collectors shall be 6 feet or 8 feet wide as designated by the "Bicycle and Pedestrian Plan," but not along industrial service streets per Subdivision Ordinance - Whereas sidewalks along local streets and private roadways shall be five (5) feet wide.	Existing pathway shown on Wixom Road 5-ft sidewalks both sides of Camelot Dr, 5-ft sidewalk on Avalon Dr for most part	Yes **No**	**Deviation required for absence of sidewalk on portion of north side of Avalon Drive**
Pedestrian Connectivity	- Whether the traffic circulation features within the site and parking areas are designed to assure safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets - Building exits must be connected to sidewalk system or parking lot.		No	
Active Mobility Plan	- Pathway gap on Wixom Road		NA	**This gap was constructed by the City in 2024**
City Code and Other Requirements				
Woodlands *(City Code Ch. 37)*	Replacement of removed trees		TBD	**See Planning and Woodland Reviews**

Item	Required Code	Proposed	Meets Code	Comments
Wetlands *(City Code Ch. 12, Art. V)*	Mitigation of removed wetlands at ratio of 1.5:1 emergent wetland, 2:1 for forested wetlands	Mitigation shown to be constructed on-site	Yes	**See Wetland Review.**
Design and Construction Standards Manual	Land description, Sidwell number (metes and bounds for acreage parcel, lot number(s), Liber, and page for subdivisions).		Yes	
General layout and dimension of proposed physical improvements	Location of all existing and proposed buildings, proposed building heights, building layouts, (floor area in square feet), location of proposed parking and parking layout, streets and drives, and indicate square footage of pavement area (indicate public or private).	Mostly provided. Some dimensions are required to provide more clarity.	Yes	Refer to all review letters for comments
Economic Impact	- Total cost of the proposed building & site improvements Number of anticipated jobs created (during construction & after building is occupied, if known)	Investment of $8.5M 50-70 trade and construction jobs	Yes	
Legal Documents	PSLR Development Agreement is required if approved. Conservation Easements for wetlands/woodlands areas; ROW dedication with Final Site Plan review	PSLR Agreement Conservation Easements Master Deed	TBD	A PSLR agreement would be required if City Council approves the Concept Plan
Development and Street Names	Development and street names must be approved by the Street Naming Committee before Preliminary Site Plan approval	Application received	Yes	
Development/ Business Sign	- Signage if proposed requires a permit. - Signage is not regulated by the Planning Division or Planning Commission.	**Will need to apply for sign permit**		*Contact Ordinance Enforcement at 248.735.5678, for sign ordinance questions.*

Item	Required Code	Proposed	Meets Code	Comments
Lighting and Photometric Plan *(Sec. 5.7)*				
Intent *(Sec. 5.7.1)*	- Establish appropriate minimum levels, prevent unnecessary glare, reduce spillover onto adjacent properties & reduce unnecessary transmission of light into the night sky		Yes	
Lighting Plan *(Sec. 5.7.2.A.i)*	- Site plan showing location of all existing & proposed buildings, landscaping, streets, drives, parking areas & exterior lighting fixtures	Provided	Yes	
Building Lighting *(Sec. 5.7.2.A.iii)*	- Relevant building elevation drawings showing all fixtures, the portions of the walls to be illuminated, illuminance levels of walls and the aiming points of any remote fixtures.	Provided	Yes	
Lighting Specifications *(Sec. 5.7.A.2.ii)*	- Specifications for all proposed & existing lighting fixtures	Shown	Yes	
	- Photometric data	Shown	Yes	
	- Fixture height	Shown	Yes	
	- Mounting & design	Shown	Yes	
	Glare control devices - *(Also see Sec. 5.7.3.D)*	Shown	Yes	
	Type & color rendition of lamps	4000K	**No**	**Change to 3000K fixtures or seek a variance with justification (Note – Response letter states these are now 3000K, however photometric sheet shows 40K)**
	Hours of operation	24 hrs/day	Yes	
Max Height *(Sec. 5.7.3.A)*	Height not to exceed 25feet *Superseded by Sec. 3.21.2.A.x (20-ft max)*	Not shown	**No**	**Mounting height not found on photometric plan**
Standard Notes *(Sec. 5.7.3.B)*	- Electrical service to light fixtures shall be placed underground - Flashing light shall not be permitted	Notes not found	**TBD**	

Item	Required Code	Proposed	Meets Code	Comments
	- Only necessary lighting for security purposes & limited operations shall be permitted after a site's hours of operation			
Indoor Lighting *(Sec. 5.7.3.H)*	- Indoor lighting shall not be the source of exterior glare or spillover		NA	
Security Lighting *(Sec. 5.7.3.I)* Lighting for security purposes shall be directed only onto the area to be secured.	- All fixtures shall be located, shielded and aimed at the areas to be secured. - Fixtures mounted on the building and designed to illuminate the facade are preferred		NA	
Color Spectrum Management *(Sec. 5.7.3.F)*	Non-Res and Multifamily: - For all permanent lighting installations - minimum Color Rendering Index of 70 and Correlated Color Temperature of no greater than 3000 Kelvin	Fixtures are 4000K	**No**	**Provide information to verify compliance in fixture chart for each type** **<u>Deviation required for fixtures over 3000K</u>**
Parking Lot Lighting *(Sec. 5.7.3.J)*	- Provide the minimum illumination necessary to ensure adequate vision and comfort. - Full cut-off fixtures shall be used to prevent glare and spillover.		NA	
Min. Illumination *(Sec. 5.7.3.L)*	- Parking areas: 0.2 fc min			
	- Loading & unloading areas: 0.4 fc min			
	- Walkways: 0.2 fc min			
	- Building entrances, frequent use: 1.0 fc min			
	- Building entrances, infrequent use: 0.2 min			
Average Light Level *(Sec.5.7.3.L)*	- Average light level of the surface being lit to the lowest light of the surface being lit shall not exceed 4:1			
Max. Illumination adjacent to	- When site abuts a non-residential district, maximum illumination		NA	

Item	Required Code	Proposed	Meets Code	Comments
Non-Residential *(Sec. 5.7.3.L)*	at the property line shall not exceed 1 foot candle			
Max. Illumination adjacent to Residential *(Sec. 5.7.3.M)*	- Fixture height not to exceed 25 feet - Cut off angle of 90 degrees or less - No direct light source shall be visible at the property line adjacent to residential at ground level - Maximum illumination at the prop line not to exceed 0.5 fc.	Fixture height not noticed Property lines 0.0 except for entrance on Stonebrook Dr	**No** Yes	
Residential Developments *(Sec. 5.7.3.O)*	- Provide sufficient illumination (0.2 fc min) at each entrance from major thoroughfare - Residential projects may deviate from the min. illumination levels and uniformity requirements of 5.7.3.L so long as site lighting for parking lots, property lines and security lighting is provided	Lighting at entrances exceeds min	Yes	*Lighting is appropriate for residential area*

NOTES:
1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards.
2. The section of the applicable ordinance or standard is indicated in parenthesis. Please refer to those sections in Article 3, 4 and 5 of the zoning ordinance for further details.
3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.

ENGINEERING REVIEW

PLAN REVIEW CENTER REPORT

07/09/2025

Engineering Review

Camelot Parc Townhomes
JSP25-0002

APPLICANT

Avalon Park Development, LLC

REVIEW TYPE

PSLR Concept Plan

PROPERTY CHARACTERISTICS

- Site Location: Located on the west side of Wixom Road north of Stonebrook Drive in section 17 of the City of Novi
- Site Size: 8.78 acres
- Plan Date: 6-17-2025
- Design Engineer: Atwell Engineering

PROJECT SUMMARY

- Construction of 5 residential buildings with 22 townhome units. Site access will be provided via Stonebrook Drive.
- Water service would be provided by an 8-inch extension from the existing 16-inch water main along the west side of Wixom Road, and loop to connect to the existing 16-inch water main on the south side of Stonebrook Drive. Along with 2 additional hydrants.
- Sanitary sewer service would be provided by an extension from the existing 8-inch sanitary sewer along the north side of Stonebrook Drive.
- Storm water would (continue to) be collected by a single storm sewer collection system and discharged to an on-site detention basin.

RECOMMENDATION

Approval of the PSLR Concept Plan is **recommended** at this time, Engineering has no concerns with the concept plan at this time. The following items shall be addressed at the time of Preliminary Site Plan submittal:

COMMENTS

1. Reference city benchmark 1823, located on the west side of Wixom Road. City of Novi Survey Benchmarks Arch Map.
2. **Only at the time of the printed Stamping Set submittal,** provide the City's standard detail sheets for water main (5 sheets), sanitary sewer (3 sheets), storm sewer (2 sheets), paving (2 sheets). The most updated details can be found on the City's website under Engineering Standards and Construction Details.
3. A Right-of-Way Permit will be required from the City of Novi.
4. Provide sight distance measurements for the Stonebrook Drive entrance in accordance with Figure VIII-E of the Design and Construction Standards, Chapter 11 of the City of Novi Code of Ordinances.
5. Provide a traffic control sign table listing the quantities of each ***permanent*** sign type proposed for the development. Provide a note along with the table stating all traffic signage will comply with the current MMUTCD standards. Check pole detail for any right-of-way poles.
6. Provide a construction materials table on the utility plan listing the quantity and material type for each utility (water, sanitary and storm) being proposed.
7. Provide a utility crossing table indicating that at least 18-inch vertical clearance will be provided, or that additional bedding measures will be utilized at points of conflict where adequate clearance cannot be maintained.
8. Provide a note stating if dewatering is anticipated or encountered during construction, then a dewatering plan must be submitted to the Engineering Division for review.
9. Generally, all proposed trees shall remain outside utility easements. Where proposed trees are required within a utility easement, add a note stating the distance between the proposed water main and the street trees.

WATER MAIN

10. All public water main easements shall be 20-feet wide. Show 20-foot wide proposed easement.
11. Provide a water main basis of design for the development on the utility plan sheet.
12. Water Systems must have the ability to serve at least three thousand (3,000) gallons per minute in apartment, cluster residential and similar complexes, institutional and school areas.
13. Provide a profile for all proposed public water main 8-inch or larger.
14. In the general notes and on the profile, add the following note: "Per the Ten States Standards Article 8.8.3, one full 20-foot pipe length of water main shall be used whenever storm sewer or sanitary sewer is crossed, and the pipe shall be centered on the crossing, in order to ensure 10-foot separation between water main and sewers." Additionally, show the 20-foot pipe lengths on the profile.
15. EGLE permit applications take at least 3 months for review, it is recommended that the applicant submit the draft EGLE application with preliminary site plan to Engineering Division.

16. A sealed set of utility plans along with the Michigan Department of Environment, Great Lakes & Energy (EGLE) permit application for water main construction, the Streamlined Water Main Permit Checklist, Contaminated Site Evaluation Checklist, Basis of Design, and an electronic version of the utility plan should be submitted to the Engineering Division for review, assuming no further design changes are anticipated. Utility plan sets shall include only the cover sheet, any applicable utility sheets, and the standard detail sheets.

IRRIGATION

17. Provide irrigation plans for site as part of the preliminary site plan submittal.

SANITARY SEWER

18. All public sanitary sewer shall be within a dedicated sanitary sewer easement unless proposed in the right-of-way. Show proposed 20-foot wide sanitary sewer easement.
19. Provide a note on the Utility Plan and sanitary profile stating the sanitary leads will be buried at least 5 feet deep where under the influence of pavement.
20. Illustrate all pipes intersecting with manholes on the sanitary profiles.
21. Three (3) sealed sets of revised utility plans along with the Michigan Department of Environment, Great Lakes & Energy (EGLE) permit application, electronic utility plan for sanitary sewer construction, and the Streamlined Sanitary Sewer Permit Certification Checklist should be submitted to the Engineering Division for review, assuming no further design changes are anticipated. Utility plan sets shall include only the cover sheet, any applicable utility sheets, and the standard detail sheets. It should be indicated with the application if an expedited EGLE review is requested. EGLE will charge a fee that can be paid directly to the State.

STORM SEWER

22. Off-Site storm drainage easement or temporary construction easement is not required, applicant has proposed to connect to storm sewer located within an existing City of Novi easement, L13319 P126.
23. A minimum cover depth of 3 feet shall be maintained over all proposed storm sewer. Currently, a few pipe sections do not meet this standard. Grades shall be elevated, and minimum pipe slopes shall be used to maximize the cover depth. In situations where the minimum cover cannot be achieved, Class V pipe must be used with an absolute minimum cover depth of 2 feet. An explanation shall be provided where the cover depth cannot be provided.
24. Storm manholes with differences in invert elevations exceeding two feet shall contain a 2-foot-deep plunge pool.
25. Provide a four-foot-deep sump and an oil/gas separator in the last storm structure prior to discharge to the storm water basin.
26. Provide profiles for all storm sewer 12-inch and larger. All storm pipes accepting surface drainage shall be 12-inch or larger.
27. Label the 10-year HGL on the storm sewer profiles and ensure the HGL remains at least 1-foot below the rim of each structure.

28. Illustrate all pipes intersecting storm structures on the storm profiles.
29. Provide a schedule listing the casting type, rim elevation, diameter, and invert sizes/elevations for each proposed, adjusted, or modified storm structure on the utility plan. Round castings shall be provided on all catch basins except curb inlet structures.
30. Show and label all roof conductors and show where they tie into the storm sewer.
31. Provide Storm sewer basis of design table, with preliminary site plan submittal.

STORM WATER MANAGEMENT PLAN

32. The Storm Water Management Plan (SWMP) for this development shall be designed in accordance with the Storm Water Ordinance and Chapter 5 of the **Engineering Design Manual (updated Jan 31, 2024)**
33. The hydrological soil type should be used to determine the C value for the natural greenspace; engineering design manual has c values for each soil type. The C factor for soil type c is .25 not .35, updated calculations for C factor.
34. As part of the Storm Drainage Facility Maintenance Easement Agreement, provide an access easement for maintenance over the storm water detention system. Also, include an access easement to the detention area from the public road right-of-way.
35. Outlet control structure has 18 3-inch holes proposed for the outlet, but the allowable release rate is less than the actual discharge rate. The allowable peak discharge rate is 2.76 cfs, the proposed outlet with 17 3-inch holes will exceed the allowable discharge rate.
36. Provide a soil boring in the vicinity of the storm water basin to determine soil conditions and to establish the high-water elevation of the groundwater table. Note the bottom of the detention facility must be a minimum of **three (3) feet** above the groundwater elevation.

PAVING & GRADING

37. Provide a construction materials table on the Paving Plan listing the quantity and material type for each pavement cross-section being proposed.
38. Engineering does not oppose the request for waiver to have sidewalks next to the proposed roadway.
39. Provide a minimum of 6 spot elevations where the pathway crosses each driveway (one at each corner and two in the center of the driveway on each side of the pathway). Spot elevations shall be provided to demonstrate a level landing adjacent to each side of the pathway crossing.
40. Provide spot elevations at the intersection of the proposed pathway with the existing pathway.
41. Provide a note on the plan stating that the emergency access gate is to be installed and closed prior to the issuance of the first building permit in the subdivision.

42. Provide existing and proposed contours on the Grading Plan at the time of the Final Site Plan submittal.
43. Indicate curb height where parking spaces are proposed, 6-inch curb should be provided where 19-foot stalls are proposed.
44. Provide at least 3-foot buffer distance between the sidewalk and any fixed objects, including hydrants and irrigation backflow devices. Include a note on the plan where the 3-foot separation cannot be provided.
45. Site grading shall be limited to 1V:4H (25-percent), excluding landscaping berms.
46. Revise the on-site road cross-section to 1.5 inches of MDOT 5E1 on 2.5 inches of MDOT 3C on 8 inches of 21AA [limestone only if within 100 feet of a watercourse] aggregate base.
47. Sidewalk on site may have a 4" compacted class II sand base, all proposed sidewalk in the right-of-way must have 21 AA aggregate base.
48. Provide top of curb/walk and pavement/gutter grades to indicate height of curb adjacent to parking stalls or drive areas.
49. Soil borings along the proposed road will be required at 500-foot intervals per Section 11-195(d) of the Design and Construction Standards.
50. Per Section 26.5-35(c), a statement is required on any plan containing a private street with the following language: "City of Novi has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this [plan/plat]".

SOIL EROSION & SEDIMENT CONTROL

51. A SESC permit is required (link to Soil Erosion Permit Application). A review will be done when a completed packet is submitted to Sarah Marchioni at Community Development.
52. Application should be submitted at time of Final Site Plan submittal.

THE FOLLOWING MUST BE SUBMITTED WITH THE NEXT SUBMITTAL:

53. A letter from either the applicant or the applicant's engineer must be submitted with the Stamping Set highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved. **Additionally, a statement must be provided stating that all changes to the plan have been discussed in the applicant's response letter.**

To the extent this review letter addresses items and requirements that require the approval of or a permit from an agency or entity other than the City, this review shall not be considered an indication or statement that such approvals or permits will be issued.

Please contact Humna Anjum at (248) 735-5632 or email at hanjum@cityofnovi.org with any questions.

Humna Anjum,
Project Engineer

cc: Lindsay Bell, Community Development
Milad Alesmail, Engineering
Kate Purpura, Engineering
Ben Croy, City Engineer

LANDSCAPE REVIEW

PLAN REVIEW CENTER REPORT

January 16, 2026

Camelot Parc Townhomes

Second Revised PSLR Concept Plan - Landscaping

Review Type	**Job #**
Second Revised PSLR Concept Plan Landscape Review	JSP25-0002

Property Characteristics

- Site Location: Wixom Road
- Site Acreage: 8.78 ac
- Site Zoning: R-1
- Adjacent Zoning: North: I-1 & R-1, East: I-1 &I-2, South: I-2, West: R-1
- Plan Date: 1/9/2026

Ordinance Considerations

This project was reviewed for conformance with Chapter 37: Woodland Protection, Zoning Article 5.5 Landscape Standards, the Landscape Design Manual and any other applicable provisions of the Zoning Ordinance. Items in **bold** below must be addressed and incorporated as part of the revised PSLR Preliminary Site Plan submittal and underlined items must be addressed on the Final Site Plans. Please follow the guidelines of the Zoning Ordinance Section 5.5 and the Landscape Design Manual. This review and the accompanying landscape chart are summaries and are not intended to substitute for any Ordinance.

Recommendations:

This project is **recommended for approval for the concept plan.** The remaining additions and corrections can be made on the revised Preliminary or Final Site Plans.

LANDSCAPE DEVIATIONS REQUIRED FOR THE PROPOSED LAYOUT:

- No berm or greenbelt landscaping is proposed north of the emergency access drive along Wixom Road – *supported by staff to preserve the existing vegetation*
- No street trees are proposed along Wixom Road *north of the emergency access drive – this would be supported by staff to preserve the existing vegetation.*
- Deficiency in wetland buffers provided *–supported by staff as sufficient buffering seed and vegetation is now proposed*

Ordinance Considerations

Existing Trees & Wetlands (Sec 37 Woodland Protection, Preliminary Site Plan checklist #17 and LDM 2.3 (2))

1. Provided
2. Please show the tree numbers on the trees to remain on the landscape plan.
3. A 25-foot wetland buffer is not provided in many cases as is required. **This requires a landscape deviation.** *It would be supported by staff as a line of shrubs has been added along the wetland edge to discourage encroachment into the wetland and native seeding is now proposed north of the drive*. Please add signage along the curbs and behind the building to protect the wetland.
4. **Please double-check the replacement calculations shown on Sheet 11 and revise the replacements (including deposit to the tree fund) if necessary.**

Adjacent to Residential - Buffer (Zoning Sec. 5.5.3.B.ii and iii)

A long continuous berm on the adjacent property fulfills this requirement for the east and south boundaries.

Adjacent to Public Rights-of-Way – Berm/Wall, Buffer and Street Trees (Zoning Sec. 5.5.3.B.ii, iii)

1. The required berm is provided between Wixom Road and the west building but not north of the T-turnaround. **A landscape deviation for the lack of berm there is requested.** *The waiver is supported as building a berm would damage existing trees to be preserved.*
2. The required landscaping is proposed along the southern frontage. *As noted above, a deviation to not provide the required greenbelt landscaping in the preserved area north of the access drive is requested and is supported by staff.*
3. No street trees are proposed north of the emergency access drive due to a lack of space between the walk and the road, and the preservation of the existing vegetation behind the walk. **This requires a landscape deviation** *that is supported by staff.*

Multi-family Residential Landscaping (Zoning Sec. 5.5.3.f.iii.)

1. Multi-family Unit Trees: 66 trees are required and are provided.
2. Interior Roadway: All of the required trees are provided. Some multifamily unit trees are also along the roadway in addition to those required. This is acceptable.
3. Building Foundation Landscaping:
   a. Greater than 35% of the frontages facing Avalon Drive is shown as being landscaped.
   b. As the berm is heavily landscaped and screens the west side of Unit 1, foundation landscaping along that side of the unit is not required.
   c. Additional shrubs have been added to the sides of Units 10 and 11 to improve the attractiveness of the entry to the development.

Parking Lot Landscaping (Zoning Sec. 5.5.3.C.)

1. No parking lots are proposed, only parking bays along the drive.
2. Multifamily unit trees are used along the perimeter of the parking bays.

Plant List (LDM 4, 10)

1. No plant list is provided.
2. Please provide a complete plant list no later than the Final Site Plans.

Planting Notations and Details (LDM 10)

Provided

Storm Basin Landscape (Zoning Sec 5.5.3.E.iv and LDM 3)

Required trees and shrubs are provided.

Irrigation (LDM 10)

1. Please provide plans for providing sufficient water to all plantings for their establishment and long-term survival.
2. If an irrigation system will be used, plans for it must be provided in the Final Site Plans.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5621 or rmeader@cityofnovi.org.



Rick Meader – Landscape Architect

LANDSCAPE REVIEW SUMMARY CHART – Second Revised PSLR Concept Plan

Review Date: January 16, 2026
Project Name: JSP25-0002: Camelot Parc Townhomes
Plan Date: January 9, 2026
Prepared by: Rick Meader, Landscape Architect E-mail: rmeader@cityofnovi.org; Phone: (248) 735-5621

Items in **Bold** need to be addressed by the applicant before approval of the Preliminary Site Plan can be recommended. Underlined items need to be addressed on the Final Site Plans.

LANDSCAPE DEVIATIONS THAT ARE REQUIRED FOR THE PROPOSED LAYOUT:

- No berm or greenbelt landscaping is proposed north of the emergency access drive along Wixom Road – *supported by staff to preserve the existing vegetation*
- *No street trees are provided along Wixom Road north of the emergency access drive – supported by staff to preserve the existing vegetation.*
- Deficiency in wetland buffers provided *–supported by staff because a line of shrubs has been added along the buffer edge to protect the wetland from encroachment.*

Item	Required	Proposed	Meets Code	Comments
Landscape Plan Requirements – Basic Information (LDM (2))				
Landscape Plan *(Zoning Sec 5.5.2, LDM 10)*	• New commercial or residential developments • Addition to existing building greater than 25% increase in overall footage or 400 SF whichever is less. • 1"-20' minimum with proper North. Variations from this scale can be approved by LA	• Overall Scale 1" = 40' • Foundation planting scale: 1"=30'	Yes	
Owner/Developer Contact Information *(LDM 10)*	Name, address and telephone number of the owner and developer or association	On Title Block	Yes	
Project Information *(LDM 10)*	Name and Address	Location map on Sheet L-1	Yes	
Survey information *(LDM 10)*	Legal description or boundary line survey	Survey and description on Sheet 2	Yes	
Landscape Architect contact information *(LDM 10)*	Name, Address and telephone number of RLA/PLA/LLA who created the plan	Jim Allen – Allen Design	Yes	
Sealed by LA. *(LDM 10)*	Requires original signature	Copy of seal and signature	Yes	
Miss Dig Note (800)482-7171	Show on all plan sheets	On Title Block	Yes	

Item	Required	Proposed	Meets Code	Comments
(LDM10)				
EXISTING CONDITIONS				
Existing plant material **Existing woodlands or wetlands** *(LDM 10.h)*	• Show location type and size. • Label to be saved or removed. • Plan shall state if none exists.	• Existing Trees are shown on Sheets 1 and 2 • Tree Chart on Sheet 10 • Removals are indicated on the chart and the Removals Plan • Replacement credits required are shown on Chart and on L-1 but it is not clear that the calculations on Sheet 11 were done correctly in the table. • 40 woodland replacement credits have been added to the plan (26 trees, large shrubs (12 credits) and native seed (2 credits). A deposit to the tree fund will be made for 13 unplanted credits. • Wetlands on site are delineated, mitigation is required and shown on Sheet 7. • A line of shrubs has been added to protect the wetland from encroachment and a native seeding has been added between the drive and the wetland	• Yes • Yes • Yes • TBD • Yes • Yes • Yes	1. **See the Merjent letter for a complete review of woodlands and wetlands** 2. **The lack of a 25-foot wetland buffer between the interior drive/parking and Units 19-22 requires a deviation.** *It would be supported by staff as the seeding and shrub line will provide protection for the wetland from encroachment.* 3. <u>When species are added, please use only native wetland species for the protective shrub line.</u>
Natural Features protection		The plans do not show silt fencing or		1. <u>Please add signs such as the example</u>

Item	Required	Proposed	Meets Code	Comments
		other protection for the wetlands.		shown below to protect the wetlands from unsupported activities. They should be placed every 100 feet behind the curbs and building. 2. Include a detail for the proposed signs.
Soil type *(LDM 10)*	As determined by Soils survey of Oakland county	Soils Legend and boundaries are on Sheet 2 • Capac Sandy Loam • Marlette Sandy Loam • Brookston & Colwood Loams • Houghton & Adrian Mucks • Urban Land	Yes	
Zoning *(LDM 10)*	Site: R-1 Proposed: PSLR North: I-1 & R-1, East: I-1 &I-2, South: I-2, West: R-1	Zoning is shown on the Location Map on Sheet L-1	Yes	
PROPOSED IMPROVEMENTS *(LDM 10)*				
Existing and proposed improvements	Existing and proposed buildings, easements, parking spaces, vehicular use areas, and R.O.W	• All site elements are shown on L-1. • Dimensions on Sheet 4	Yes	
Existing and proposed utilities	• Overhead and underground utilities, including hydrants • Proposed light posts	• Proposed utilities are shown on the Landscape Plan and sufficient spacing between trees and utility lines and structures appears to be provided. • Proposed light posts are shown • Notes regarding spacing are provided on Sheet L-1	• Yes • Yes • Yes	
Proposed topography - 2' contour minimum	Provide proposed contours at 2' interval	Sheet 6	Yes	
Clear Zones	25 ft. corner clearance	Yes	No	Please move the clear

Item	Required	Proposed	Meets Code	Comments
	required. Refer to Zoning Sec 5.5.9			vision zone for the Stonebrook Drive entrance back per the illustration below (it should be at the ROW line (1 foot behind sidewalk), not the back of curb.
LANDSCAPING REQUIREMENTS				
Berms and ROW Planting				
• All berms shall have a maximum slope of 33%. Gradual slopes are encouraged. Show 1ft. contours • Berm should be located on lot line except in conflict with utilities. • Berms should be constructed with 6" of topsoil.				
Residential Adjacent to Non-residential (Sec 5.5.3.A) & (LDM 1.a)				
Berm requirements *(Zoning Sec 5.5.3.A)*	Special land use adjacent to residential requires: • 4.5-6 foot tall landscaped berm with 6 foot wide crest. • Opacity 80% winter, 90% summer.	A long continuous berm existing on the adjacent property fulfills this requirement for the east and south boundaries.	Yes	
Planting requirements *(LDM 1.a.)*	LDM Novi Street Tree List	Sufficient existing trees are on the entire berm	Yes	
Adjacent to Public Rights-of-Way *(Sec 5.5.3.B) and (LDM 1.b)* ***(RM-1)***				
Greenbelt width	• Adj to parking: 20 ft • Not adj to pkg: 34 ft	• Wixom Rd: 50 ft • Stonebrook Dr: 55 ft	Yes	
Min. berm crest width	4 ft	• Wixom Rd: 2 ft • Stonebrook Dr: 3-10 ft – the existing berm is being preserved	Yes	1. No berm is provided north of the emergency access drive. **This requires a deviation.** 2. *As adding the berm would require the removal of trees and there are no buildings or paving proposed in that area, the deviation would be supported by staff.*
Min. berm height	3 ft	• Wixom Rd: 4 ft • Stonebrook Dr: 3-10 ft	Yes	**See above**
3' wall	(4)(7)	Only a sign wall is proposed – no retaining walls		
Canopy deciduous or	**1 tree per 35 lf**	Wixom Road	• Yes	**A deviation is requested**

Item	Required	Proposed	Meets Code	Comments
large evergreen trees (7)(10)(11)	Wixom Road • 148lf/35 = 4 trees Stonebrook Drive • 683lf/35 = 19 trees Deviation to not plant greenbelt trees north of the emergency access lane is requested.	4 canopy trees and Stonebrook Drive 55 existing trees	• Yes	**to not add any trees north of the emergency access (223lf) to preserve the existing vegetation.** *This deviation is supported by staff.*
Sub-canopy deciduous trees Notes (5)(6)(10)(11)	**1 tree per 20 lf** Wixom Road • 148lf /20 = 7 trees Stonebrook Drive • 683/20 = 34 trees	Wixom Road 7 trees Stonebrook Drive 34 trees	• Yes • Yes	**See above discussion regarding the lack of trees provided north of the access drive** *– it is supported for this requirement as well.*
Canopy deciduous trees in area between sidewalk and curb (10)	**1 tree per 35 lf** Wixom Road • (390-28)lf /35 = 10 trees Stonebrook Drive Not necessary – the street is not on Avalon Park property	Wixom Road 4 trees south of the access drive Stonebrook Drive Existing street trees are shown	• No • Yes	**1. There is no room for street trees north of the emergency access drive between the sidewalk and the road, and the existing vegetation is being preserved in that area behind the sidewalk.** **2.** *A landscape deviation for the lack of trees in this area would also be supported by staff to preserve the existing vegetation.*
Multi-Family Residential (Sec 5.5.3.F.iii)				
Multi-family Unit Landscaping *(Zoning Sec 5.5.3.F.iii.b)*	• 3 deciduous canopy trees or large evergreen trees per dwelling unit on the first floor. • 22 units * 3 = 66 trees • Up to 25% of requirement can be subcanopy trees	• 66 trees • 12 of those are shown along the interior drive in addition to the required trees • No species are called out but are not required at this time.	• Yes • Yes • TBD	Add species no later than Final Site Plans.
Interior Street Landscaping *(Zoning Sec 5.5.3.F.iii.b)*	• 1 deciduous canopy tree along interior roads for every 35 lf (both sides), excluding driveways, interior roads adjacent to public rights-of-way	• Avalon Drive: 29 trees • Camelot Drive: 8 trees	Yes	

Item	Required	Proposed	Meets Code	Comments
	and parking entry drives. • Avalon Drive: (1290-240)/35 = 30 trees • Camelot Drive: (120*2)/35 = 7 trees			
Foundation Landscaping *(Zoning Sec 5.5.3.F.iii.b)*	35% of building façades facing road must be landscaped	• Conceptual plans for the buildings are provided. • The required percentage of landscaping facing roads is exceeded for all building types.	• Yes • Yes	Plantings for all three buildings need to be included in the plant lists and cost estimates no later than the Final Site Plan.
Parking Area Landscape Requirements (Zoning Sec 5.5.3.C & LDM 5)				
General requirements	• Clear sight distance within parking islands • No evergreen trees	No blocking plantings are proposed.	Yes	
Name, type and number of ground cover	As proposed on planting islands	No groundcovers are indicated for the site	TBD	Please indicate what groundcover(s) will be used on the Final Site Plans.
Parking lot Islands *(Zoning Sec 5.5.3.c.ii, iii)*	• A minimum of 200 SF to qualify • 200sf landscape space per tree planted in island. • 6" curbs • Islands minimum width 10' BOC to BOC	No parking lot islands are proposed	NA	
Curbs and Parking stall reduction *(Zoning Sec 5.5.3.c.ii)*	Parking stall can be reduced to 17' with 4" curb adjacent to a sidewalk of minimum 7 ft.	Parking spaces are 19' long with abutting 5' wide sidewalks.	Yes	
Contiguous space limit *(Zoning Sec 5.5.3.c.ii.o))*	Maximum of 15 contiguous spaces	No bay is longer than 11 spaces	Yes	
Category 1: For OS-1, OS-2, OSC, OST, B-1, B-2, B-3, NCC, EXPO, FS, TC, TC-1, RC, Special Land Use or non-residential use in any R district *(Zoning Sec 5.5.3.C.iii)*				
A = Total square footage of vehicular use areas x 7.5%	A = x SF x 7.5% = A sf	NA		Only single-sided bays are provided so interior parking area is not required.
B = Total square footage of additional paved vehicular use areas over 50,000 SF x 1 %	B = x SF x 1% = B sf	NA		
All Categories				

Item	Required	Proposed	Meets Code	Comments
Total square footage of landscaped islands	C = A + B	NA		Only single-sided bays are provided so interior parking area is not required.
Number of canopy trees required	D = C/200	NA		Only single-sided bays are provided so interior trees are not required.
Parking Lot Perimeter Trees *(Zoning Sec 5.5.3.c.ii)*	• 1 Canopy tree per 35 lf Trees must be within 15 feet of the parking lot edge to count as a perimeter tree. Greenbelt canopy trees within 15 feet of the parking lot edge may be double-counted as parking lot perimeter trees.	NA		As noted above, since the parking bays are aligned along just one side of the drive, interior drive trees for that stretch of road can be used along the edge of the parking bays.
Accessway Perimeter Trees *(Zoning Sec 5.5.3.C.i.j.)*	1 Canopy tree per 35 lf	NA		There are no accessway perimeter drives in this project
Parking land banked	NA	None		
Miscellaneous Landscaping Requirements				
Plantings around Fire Hydrant *(Zoning Sec 5.5.3.c.ii.j, LDM Secs 2,7)*	• No plantings with matured height greater than 12' within 10 ft. of fire hydrants, manholes, catch basins or other utility structures. • Trees should not be planted within 5 feet of underground lines.	Sufficient spacing appears to have been given between trees and utility lines and structures.	Yes	
Landscaped area *(g)*	Areas not dedicated to parking use or driveways exceeding 100 sq. ft. shall be landscaped	Not indicated	TBD	
Name, type and number of ground cover (LDM 5)	As proposed on planting islands	No groundcovers are indicated except for around the detention pond	TBD	Please indicate all groundcovers to be used on the final site plan.
Snow deposit *(LDM 10)*	Show leave snow deposit areas on plan in locations where landscaping won't be damaged	None are proposed	TBD	Please indicate snow deposit areas other than just the sides of the drives on the final site plan for ends of runs.
Transformers/Utility boxes *(LDM 6)*	• A minimum of 2 ft. separation between box and the plants	No transformers are shown	TBD	1. Please show transformers and other utility boxes

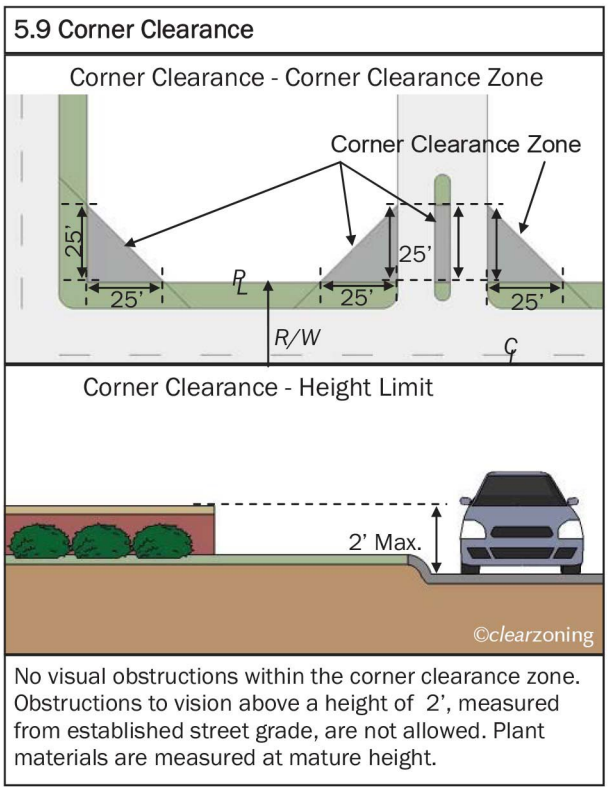
Item	Required	Proposed	Meets Code	Comments
	• Ground cover below 4" is allowed up to pad. • No plant materials within 8 ft. from the doors			when their locations are determined. 2. Please add an allowance of 10 shrubs per box on the plant list and label as such
Detention/Retention Basin Planting requirements *(Sec. 5.5.3.e, LDM 3)*	• Clusters of large native shrubs shall cover 70-75% of the basin rim area at 10 ft away from the permanent water line. • Canopy trees must be located at 1 per 35lf of the pond rim 10 feet away from the permanent water level • 10" to 14" tall grass along sides of basin • Refer to wetland for basin mix • Include seed mix details on landscape plan	• A seed mix is proposed for the detention pond • Shrub coverage meets the requirement • Canopy trees are proposed along the east, south and west sides of the pond – multifamily unit trees are used	• Yes • Yes • Yes	1. Please show the permanent water level of the pond too – no seed is required where it will be water, but the native mix should also be planted in the 25 foot buffer around the pond. 2. Please add the seed mix to the cost estimate. 3. Please add complete establishment and maintenance instructions for the native seed mixes (should be available from seed suppliers) – what is provided is not sufficient.
Phragmites and Japanese Knotweed Control (Zoning Sec 6.B)	All populations of Phragmites and/or Japanese Knotweed shall be eliminated from the site	• Phragmites populations are shown on Sheet 3 along with removal instructions. • No Japanese Knotweed was found.	Yes	
Landscape Notes and Details– Utilize City of Novi Standard Notes				
Plant List (LDM 4,11) – Include all cost estimates				
Quantities and sizes		No plant list is provided	Yes	Please add a plant list no later than the Final Site Plan.
Root type		No plant list is provided		See above
Botanical and common names	• At least 50% of plant species used, not including seed mixes or woodland replacement trees,	No plant list is provided		See above

Item	Required	Proposed	Meets Code	Comments
	must be species native to Michigan. • The non-woodland replacement tree diversity must meet the standards of the Landscape Design Manual section 4.			
Type and amount of lawn		No groundcovers are indicated	TBD	Please clearly show what groundcovers will be used.
Cost estimate (LDM 10.h.(11))	For all new plantings, mulch and sod as listed on the plan	No		Please add the cost estimate to the Final Site Plans.
Planting Details/Info (LDM Part III) – Utilize City of Novi Standard Details				
Canopy Deciduous Tree	Refer to LDM for detail drawings	Yes	Yes	
Evergreen Tree		Yes	Yes	
Shrub		Yes	Yes	
Multi-stem tree		Yes	Yes	
Perennial/ Ground Cover		Yes	Yes	
Tree stakes and guys	Wood stakes, fabric guys.	Yes	Yes	
Cross-Section of Berms *(LDM 1.a.(1))*				
Slope, height and width	• Label contour lines • Maximum 33% slope • Constructed of loam • 6" top layer of topsoil	Yes	Yes	
Type of Ground Cover		Lawn is indicated	Yes	
Setbacks from Utilities	Overhead utility lines and 15 ft. setback from edge of utility or 20 ft. setback from closest pole, 10 feet from structures, hydrants	It appears proper spacing is provided	Yes	
Walls *(LDM 10 & Zoning Sec 5.5.3.vi)*				
Material, height and type of construction footing	Freestanding walls should have brick or stone exterior with masonry or concrete interior	No retaining walls are proposed – only the sign wall		
Walls greater than 3 ½ ft. should be designed and sealed by an Engineer				
Notes *(LDM 10) – Utilize City of Novi Standard Details*				

Item	Required	Proposed	Meets Code	Comments
Installation date *(LDM 2.l. & Zoning Sec 5.5.5.B)*	• Provide intended date • Between Mar 15 – Nov 15	Between Mar 15 – Nov 15	Yes	
Maintenance & Statement of intent *(LDM 2.m & Zoning Sec 5.5.6)*	• Include statement of intent to install and guarantee all materials for 2 years. • Include a minimum one cultivation in June, July and August for the 2-year warranty period.	Yes	Yes	
Plant source *(LDM 2.n & LDM 3.a.(2))*	Shall be northern nursery grown, No.1 grade.	Yes	Yes	
Establishment period *(Zoning Sec 5.5.6.B)*	**2 yr. Guarantee**	Yes	Yes	
Approval of substitutions. *(Zoning Sec 5.5.5.E)*	City must approve any substitutions <u>in writing</u> prior to installation.	Yes	Yes	
General Landscape Requirements (LDM)				
General Conditions *(LDM 11)*	Plant materials shall not be planted within 4 ft. of property line	Yes	Yes	
Irrigation *(LDM 10.l.)*	A fully automatic irrigation system and a method of draining or an alternative means of providing water sufficient for the plants' establishment and long-term survival is required on the Final Site Plan	• A note indicates that an irrigation system will be provided. • Notes regarding the requirements for the system have also been added	Yes	1. <u>Please include an irrigation plan or information as to how plants will be watered sufficiently for establishment and long- term survival in the Final Site Plan</u> 2. <u>An irrigation system should meet the requirements listed below.</u> 3. <u>If xeriscaping is used, please provide information about plantings included.</u>
Other information *(LDM 10.n)*	Required by Planning Commission	NA		
Landscape tree credit *(LDM11.b.(d))*	• Substitutions to landscape standards for preserved canopy trees outside woodlands/ wetlands should be approved by LA. • Refer to Landscape	No		

Item	Required	Proposed	Meets Code	Comments
	tree Credit Chart in LDM			
Plant Sizes for ROW, Woodland replacement and others *(LDM 11.b)*	• Canopy Deciduous shall be 3" and sub-canopy deciduous shall be 2.5" caliper. • Refer to LDM section 11.b for more details	No		Include on the plant list
Plant size credit *(LDM11.b)*	NA	None taken		
Prohibited Plants *(LDM 11.b)*	Do not use any plants on the Prohibited Species List	None are proposed	Yes	
Recommended trees for planting under overhead utilities *(LDM 3.e)*	Label the distance from the overhead utilities	An overhead line exists along Wixom Road	TBD	The proposed canopy street trees appear to be under the overhead lines. **Please check this and use subcanopy trees if necessary, and if there is room for them.**
Collected or Transplanted trees *(LDM 11.b.(2)(c)*		None		
Nonliving Durable Material: Mulch *(LDM 12)*	• Trees shall be mulched to 3" depth and shrubs, groundcovers to 2" depth • Specify natural color, finely shredded hardwood bark mulch.	In details	Yes	

NOTES:
1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards.
2. The section of the applicable ordinance or standard is indicated in parenthesis. For the landscape requirements, please see the Zoning Ordinance landscape section 5.5 and the Landscape Design Manual for the appropriate items under the applicable zoning classification.
3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.



Irrigation System Requirements

1. Any booster pump installed to connect the project's irrigation system to an existing irrigation system must be downstream of the RPZ.
2. The RPZ must be installed in accordance with the 2015 Michigan Plumbing Code.
3. The RPZ must be installed in accordance with the manufacture installation instructions for winterization that includes drain ports and blowout ports.
4. The RPZ must be installed a minimum of 12-inches above FINISHED grade.
5. Attached is a handout that addresses winterization installation requirements to assist with this.
6. A plumbing permit is required.
7. The assembly must be tested after installation with results recorded on the City of Novi test report form.





Text would not include "Mitigation Bank" and possibly not EGLE/MDEQ if the easement is not an EGLE easement

WOODLAND & WETLAND REVIEW

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February 3, 2026

Lindsay Bell
Planner – Community Development
City of Novi
45175 Ten Mile Road
Novi, MI 48375

Submitted electronically to lbell@cityofnovi.org

Re: Camelot Parc Townhomes Re-revised Planned Suburban Low-Rise Woodland and Wetland Review (JSP25-02)

Dear Lindsay,

Merjent, Inc. (Merjent) has conducted a review of the re-revised Planned Suburban Low-Rise (rrPLSR) for the Camelot Parc Townhomes (Project), prepared by Atwell (Applicant; rev. date 1/9/2026). The landscape portion of the site plan was prepared by Allen Design and is dated 1/9/2026. Merjent reviewed the plan for conformance with the City of Novi's (City) Woodland Protection Ordinance, Chapter 37, and Wetlands and Watercourse Protection Ordinance, Chapter 12 Article V. The Project is located at the northeast corner of the intersection of Wixom Road and Stonebrook Drive (parcel 50-22-17-300-019) in Section 17 of the City of Novi (site). The site contains City-regulated woodlands (**Figure 1**) and City-regulated wetlands (**Figure 2**).

Merjent is aware that this site has had previous reviews in 2021 and 2022 related to City Job Numbers JSP22-01 and PWT21-02 for the Avalon Park Townhomes. These previous reviews were evaluated in conjunction with writing this review and previous reviews. The previous reviews were conducted by the Mannik and Smith Group (MSG) and the Davey Resource Group (DRG).

Merjent submitted a woodland and wetland review on March 5, 2025 and found deficiencies in both the woodland and wetland submittals of the initial PSLR.

A revised submittal and review (rPSLR Review) occurred on July 10, 2025 and approvals were recommended for both the woodlands and wetland portions of the site plan, with requests for additional edits upon future submittals. Merjent also attended a call with the City and the Applicant on December 22, 2025 to discuss additional changes that may be needed for the plan based on feedback received.

Woodlands (Text retained from July 10, 2025 Review)

Woodland Recommendation: Merjent **recommends approval** of the Camelot Parc Townhomes rPSLR with the **condition to implement the requested edits**. Additional Woodland Review comments have been provided to meet the requirements of the Woodland Protection Ordinance. The following Woodland Regulations apply to this site:

Woodland Regulation	Required
Woodland Permit (Chapter 37, Section 37-26)	YES
Tree Replacement (Chapter 37, Section 37-8)	YES
Tree Protection (Fence; Chapter 37, Section 37-9)	YES
Woodland Conservation Easement (Chapter 37-30[e])	YES

*See clarification request comments

Woodland Review Comments

1. City-regulated woodlands, as identified on the City of Novi Woodlands interactive map website, are not noted as being present onsite. However, Merjent reviewed the JSP22-01 Woodland Review performed by DRG and concurs with DRG's establishment of regulated woodlands on-site. Note that both the woodlands and property limits depicted on the City map are considered approximations (**Figure 1**). Select photos from the site visit is included in **Attachment A**.

2. Pursuant to Chapter 37, Section 37-28, an accurate woodland survey should be provided and be accompanied by a separate key identifying the location of all trees eight inches at diameter at breast height (DBH) and greater, by size, common, genus and species names (i.e. Red Maple/*Acer rubrum*), and condition. Such information shall be provided by a registered landscape architect, certified arborist, or registered forester, through an onsite inspection, who must verify the contents by seal and/or registration number with signature, whichever applies. The dripline of affected trees shall be clearly indicated on the plan.

   - An updated tree survey was conducted on April 18, 2025 and updated DBH's have been provided on Sheet 10.

3. When a proposed site plan is located within a regulated woodland, any tree proposed for removal with a diameter at breast height (DBH) greater than or equal to eight inches will require tree replacement and a Woodland Use Permit per Section 37-8. This also applies to any tree that will be preserved, but where impacts to critical root zones are proposed.

4. Regardless of the presence of regulated woodlands onsite, a Woodland Use Permit is required to perform construction on any site containing the removal of trees larger than 36 inches DBH.

   - No trees larger than 36 inches DBH are proposed for removal outside of regulated woodlands.

5. The plan has proposed the removal of 20 regulated trees. A **Woodland Use Permit** is required to perform construction on any site containing regulated woodlands. A **Woodland Use Permit** is required for this project and because more than three trees are proposed for removal, Planning Commission approval is required for this Project.

6. **Woodland Replacement**. Based on a review of the plan, the following woodland replacements are currently required:

Tree Size (DBH, inches)	Number of Trees	Ratio Replacement/Removed Tree	Total Replacements Required
8-11	7	1	7

Tree Size (DBH, inches)	Number of Trees	Ratio Replacement/Removed Tree	Total Replacements Required
12-20	6	2	12
21-29	4	3	12
30+	3	4	12
Multi-stem	0	Sum of Stem DBH/8 (rounded up)*	0
Total	**20**	**-**	**43**

- The applicant has listed the number of replacements required on Sheet 10.
- **Requested clarification**: Either a separate sheet or details should be added to Sheet 3 showing the final development plans in conjunction with trees that will remain on-site. Based on Davey Resource Group's January 10, 2023 review, trees such as Tree 9688 are within the regulated woodland. Based on the location of the woodland fence (see Comment 9), it is assumed the critical root zone of this and other trees will be impacted and should be reflected in the count of trees to be impacted even if they remain. Therefore, tree replacement calculations should be updated to reflect impacts to the critical root zone of regulated woodland trees.

7. A replacement plan and cost estimate for the tree replacement will be necessary prior to final site plan approval by the City. Woodland replacement credits can be provided by:
    a. Planting the woodland tree replacement credits on-site.
        i. For tree replacement credits that will be planted on-site, a financial guarantee of $400/tree replacement credit is required to ensure the planting of the on-site woodland replacement credits. The financial guarantee would be released after trees have been planted and approved by the City of Novi. The financial guarantee will be released after trees have been planted and approved by the City of Novi, and applicants must request a tree planting inspection.
        ii. Woodland replacements shall be guaranteed for two growing seasons after the applicant's installation and the City's acceptance. A two-year maintenance bond in the amount of 25% of the value of the trees, but in no case less than $1,000, shall be required to ensure the continued health of the trees following acceptance.
    b. Payment to the City of Novi Tree Fund at a non-refundable rate of $400/woodland replacement credit.
    c. Combination of on-site tree planting and payment into the City of Novi Tree Fund ($400/woodland replacement credit).

- The applicant has stated on Sheet L-1 that all trees will be replaced via a non-refundable payment into the City of Novi Tree Fund. The applicant should list on the site plan (where appropriate) that **all 43 replacement trees will be paid into the City of Novi Tree Fund via a non-refundable payment of $17,200** (43 x $400).
    - **Requested Edit**: Sheet L-1 should be updated to reflect the number of replacements listed on Sheet 10. Note that not all removals of trees on-site are of regulated trees.

8. **Critical root zone**. Accurate critical root zones must be depicted on the site plan for all regulated trees within 50 feet of the proposed grading or construction activities. Section 37-2 defines a critical root zone

as a circular area around a tree with a radius measured to the tree's longest dripline radius plus one foot.
- See Comment 6 for information on clarification of critical root zone impacts.
- Proposed developments should be displayed in conjunction with trees to remain.

9. A **woodland fence guarantee of $6,000** ($5,000 x 120%) is required per Chapter 26.5-37. The financial guarantee shall be paid prior to tree removal. The woodland fence inspection will be performed by Merjent. **The Applicant is responsible for requesting this inspection.**

    - **Requested edit**: the proposed five-foot wide gravel path within the woodland area does meet exception (5) under Section 37-27 for not requiring a woodland permit:
        - *Facilitation of passive outdoor recreation activities, such as the utilization of unpaved trails or woodlands for nature study, hiking, horseback riding, trapping and hunting as otherwise legally permitted and regulated and only to the extent necessary to undertake such activities. The exception for outdoor recreation shall include the development of land for nonmotorized recreational uses.*

    - It is requested that tree protection fence be added around and within the five-foot gravel path to the maximum extent practicable to ensure trees will not be accidentally impacted by light machinery when delivering and placing the gravel for the proposed path. Additionally, the footprint of the proposed path should be displayed in conjunction with the trees to remain post-development.

10. The Applicant may be required to provide preservation/conservation easements as directed by the City of Novi Community Development Department for any areas of remaining woodlands. The applicant may be required to demonstrate that all remaining woodland trees will be guaranteed to be preserved with a conservation easement or landscape easement to be granted to the city. This language shall be submitted to the City Attorney for review. The executed easement must be returned to the City Attorney within 60 days of the issuance of the City of Novi Woodland permit. Any associated easement boundaries shall be indicated on the Plan.

Wetlands

Wetland Recommendation: Merjent **recommends approval** of the Camelot Parc Townhomes rrPSLR based on the comments provided below, **with conditions to increase mitigation provided on-site; construct additional mitigation off-site; or reduce impacts** (see Comment 3). Some comments below have been preserved from the rPSLR submittal and additional comments have been added.

Upon review of published resources, the Site appears to contain or immediately borders:

☒ City-regulated wetlands, as identified on the City of Novi interactive map website. Note that both wetland and property limits depicted on the City's map are considered approximations (**Figure 2**).

☒ Wetlands that are regulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

☒ Wetlands as identified on National Wetland Inventory (NWI) and Michigan Resource Inventory System (MIRIS) maps, as identified on the EGLE Wetlands Viewer interactive map website (provided in previous review). NWI and MIRIS wetlands are identified by the associated governmental bodies' interpretation of topographic data and aerial photographs.

☒ Hydric (wetland) soil as mapped by the U.S. Department of Agriculture, Natural Resources Conservation Service, as identified on the EGLE Wetlands Viewer interactive map website (provided in previous review).

Permits and Regulatory Status

Due to the comments below, the following wetland-related items will be required for this project:

Item	Required/Not Required
Wetland Permit (specify Non-minor or Minor)	Required, non-minor
Wetland Mitigation	Required
Environmental Enhancement Plan	Required
Wetland Buffer Authorization	Required
EGLE Wetland Permit	Likely Required*
Wetland Conservation Easement	Required

*EGLE is the final authority over wetlands and water resources in the State of Michigan.

Wetland Review Comments

1. An updated Wetland Delineation was conducted on April 30, 2025 showing expanded wetland areas that more accurately reflect the conditions on-site. Select photos from Merjent's July 1, 2025 site visit are provided in **Attachment A**.

2. As currently proposed, the rrPSLR lists the following fills/impacts to wetlands on-site:

Impact	Amount
Forested Permanent	4,483 sq. ft. (0.10 acre) 166 cu. yd.
Emergent Permanent	12,063 sq. ft. (0.27 acre) 756 cu. yd.
Scrub-shrub Permanent	724 sq. ft. (0.02 acre) 27 cu. yd.
Emergent Temporary	969 sq. ft. (0.02 acre)
Scrub-shrub Temporary	2,417 sq. ft. (0.06 acre)
Total Permanent	17,720 sq. ft. (0.40 acre) 949 cu. yd.

3. Section 12-176 states that mitigation will be provided onsite where practical and beneficial to the wetland resources. When a project permanently impacts 0.25 acre or more of essential wetland, the City of Novi requires mitigation at a ratio of 2:1 for forested wetlands and 1.5:1 for emergent and scrub-shrub wetlands.
    a. The applicant has stated that they will provide 0.61 acre of wetland mitigation on-site.
    b. The performance standards for mitigation sites in the City of Novi are included as **Attachment B**.
    c. **The applicant is required to provide 0.65 acre of wetland mitigation pursuant to the conditions set forth in Section 12-176. The applicant has only provided 0.61 acre of wetland mitigation. The applicant will need to provide an additional 0.04 acre of wetland either on-site or "at other locations within the city [if on-site mitigation] is impractical"**

(Section 12-176). **Otherwise, the applicant can reduce impacts to only require 0.61 acre of wetland mitigation on-site**.

d. For final site plan approval, the applicant will need to provide all required criteria stated in Section 12-176 in the final site plan or appended to the final site plan review submission.

4. EGLE is the final authority of the location and regulatory status of state-regulated wetlands in Michigan. Due to the connectivity of the wetland(s) on-site to other water resources, it is likely that the wetland on-site are EGLE-regulated in addition to being City-regulated. A City wetland use permit cannot be granted until either an EGLE Permit is obtained or official documentation from EGLE is received that states an EGLE Permit is not required for the proposed project.

5. In addition to wetlands, the City of Novi regulates wetland and watercourse buffers/setbacks. Article 3.0 (Section 3.6 [M]) of the Zoning Ordinance states: "There shall be maintained in all districts a wetland and watercourse setback, as provided herein, unless and to the extent, it is determined to be in the public interest not to maintain such a setback. The intent of this provision is to require a minimum setback from wetlands and watercourses". The established wetland and watercourse buffer/setback limit is 25 horizontal feet, regardless of grade change. The location and area of affected wetland buffers/setbacks must be identified on site development plans.
   a. The 25-foot setback buffer is identified on the rrPSLR.
   b. Buffer impacts are identified on the rrPSLR and are summarized below.

Impact	Amount
Forested Buffer	8,198 sq. ft. (0.19 acre)
Emergent Buffer	20,408 sq. ft. (0.47 acre)
Scrub-shrub Buffer	2,652 sq. ft. (0.06 acre)
Total Buffer Impact	31,258 sq. ft. (0.72 acre)

Requested edit: In future submittals, buffer impacts should be differentiated by permanent and temporary impacts (if applicable). If impacts are temporary, descriptions or sequencing should be provided showing how the temporary impacts will be restored. The temporary wetland restoration sequencing provided on Sheet 7 can be applied to any temporary buffer impacts – the header will need to be updated. Identify any temporary buffer impacts using a different symbology in the site plan.

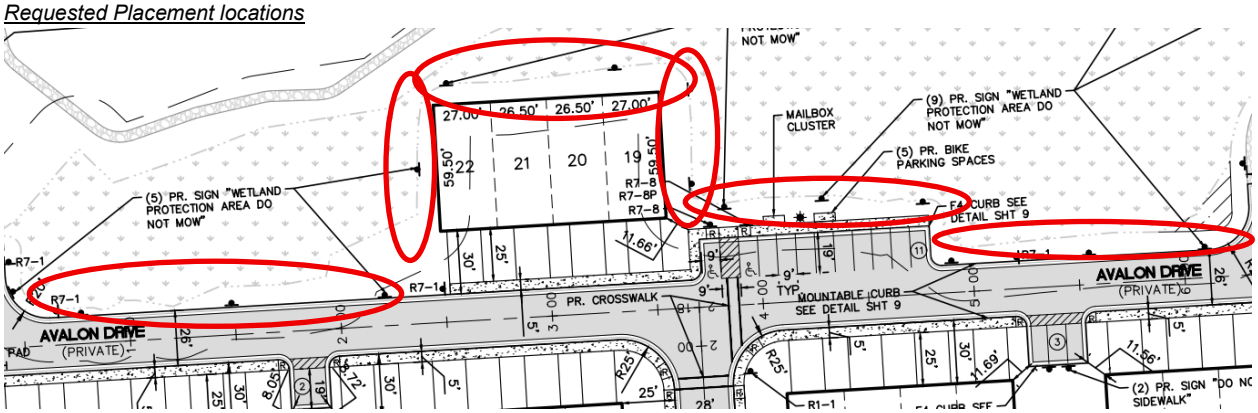
The italicized text and image below are originally from Comment 5 in the July 2025 wetland review and has been addressed in the rrPSLR submittal on Page L-1.

Due to the extensive proposed loss of wetland buffer along the southern remaining wetland area, it is requested that the applicant perform environmental enhancement along the southern portion of the remaining wetland (see screenshot below). The applicant should plant at least three different species of wetland rated shrubs throughout the southern boundary of the wetland. This will allow a small separation from the wetland and the proposed development. Additionally, it will deter any accidental mowing of the wetlands and remaining buffer areas. Shrubs could include three of the following species:

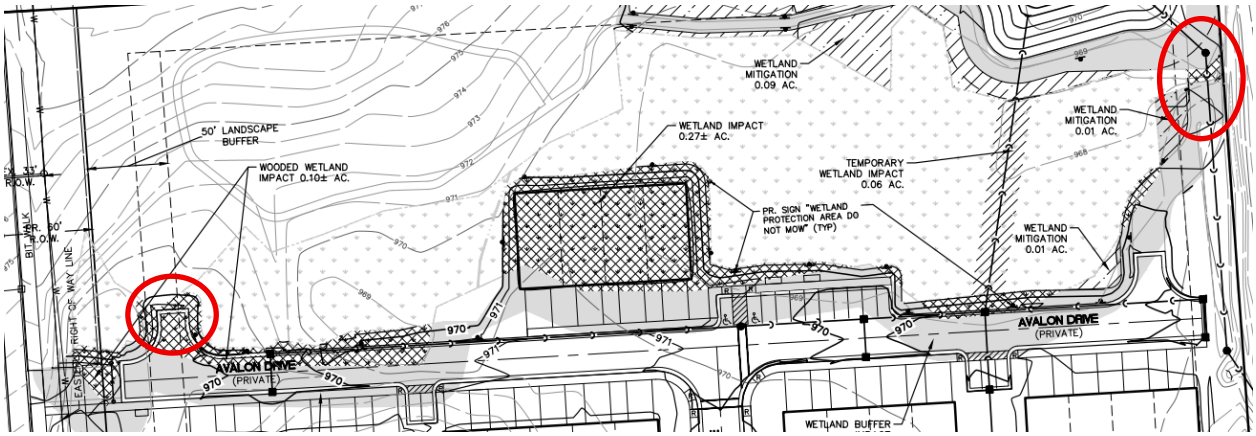
- *Buttonbush (Cephalanthus occidentalis)*
- *Swamp Rose (Rosa palustris)*
- *Winterberry Holly (Ilex verticillata)*
- *Silky Dogwood (Cornus amomum)*
- *Northern Spicebush (Lindera benzoin)*
- *Red-osier Dogwood (Cornus sericea or C. stolonifera)*
- *Black Chokeberry (Aronia melanocarpa)*
- *Meadowsweet (Spiraea alba)*

- *Common Elderberry (Sambucus canadensis)*

Requested Placement locations



6. Portions of the wetland may become disconnected by the placement of fill throughout the site. It is requested that wetland equalizer culverts or similar structures be placed beneath roads that allow the wetlands on-site to remain connected. Specifically in the locations circled below. The eastern circled area reflects the approximate off-site portions of the wetland as delineated by ASTI on April 30, 2025.



7. The cost to perform any wetland protection and restoration shall be listed on the site plan, per Chapter 26.5, Section 26.5-7 (b) of the City of Novi Code of Ordinances. A **Wetland Financial Performance Guarantee** in the amount of 120% of the cost to perform any wetland protection, restoration, and development will be collected prior to the granting of a Wetland Use Permit.

8. The Applicant is encouraged to provide wetland conservation easements for any areas of remaining wetland and 25-foot wetland buffer. The Applicant shall provide wetland conservation easements as directed by the City of Novi Community Development Department for any areas of proposed wetland mitigation areas (if necessary). This language shall be submitted to the City Attorney for review. The executed easement must be returned to the City Attorney within 60 days of the issuance of the City of Novi Wetland Use Permit.

Should you have any questions or concerns with this review, please contact me via email at jason.demoss@merjent.com or via phone at (619) 944-3835.

Sincerely,

Merjent, Inc.



Jason DeMoss, PWS
Environmental Consultant

Enclosures:

Figure 1 – City of Novi Woodlands Map
Figure 2 – City of Novi Wetlands Map
Attachment A – Site Photos
Attachment B – City of Novi Wetland Mitigation Performance Standards

CC:
Barb McBeth, City of Novi, bmcbeth@cityofnovi.org
Rick Meader, City of Novi, rmeader@cityofnovi.org
Stacey Choi, City of Novi, schoi@cityofnovi.org
Matt Pudlo, Merjent, matt.pudlo@merjent.com



Figure 1. City of Novi Regulated Woodlands Map
Approximate Site boundary is shown in red.
Approximate Regulated Woodland areas are shown in green.
DRG established additional regulated woodlands in orange (within site boundary).



Figure 2. City of Novi Regulated Wetlands Map
Approximate Site boundary is shown in Red.
Approximate Regulated Wetland areas are shown in blue.

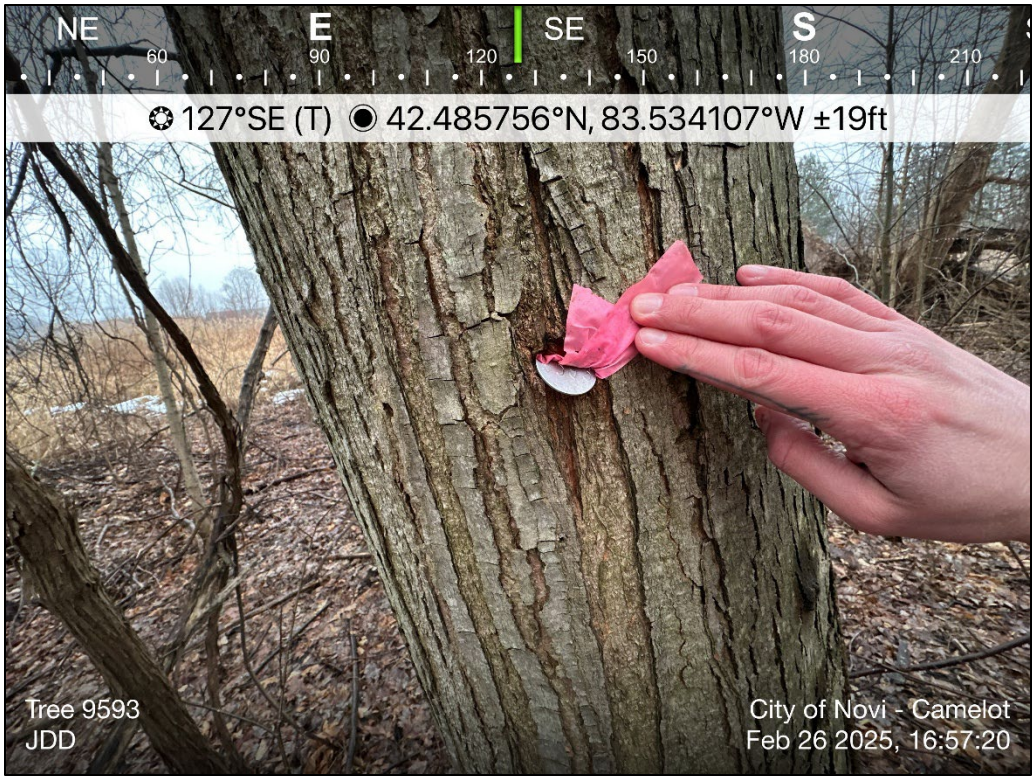
Attachment A
Site Photographs



Overview of a stormwater outflow at the southwest edge of the site



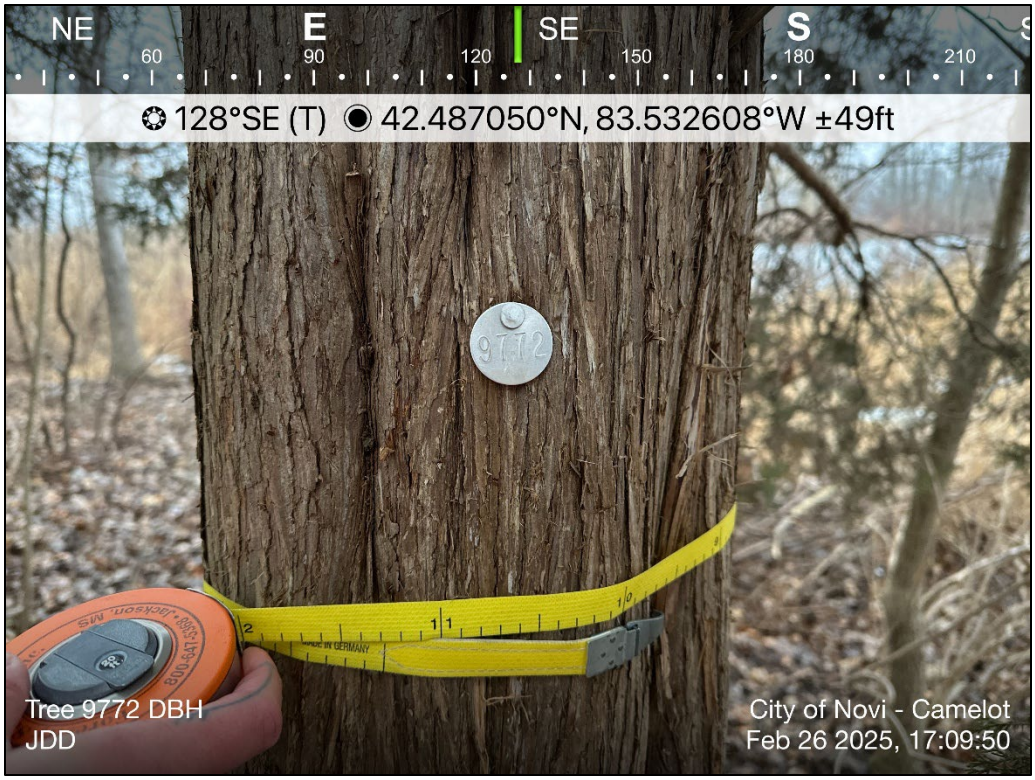
Tree 9593 DBH just under 20inches



Overview of a tree tag on-site that is half covered by tree growth



DBH of Tree 9596 just over 15 inches



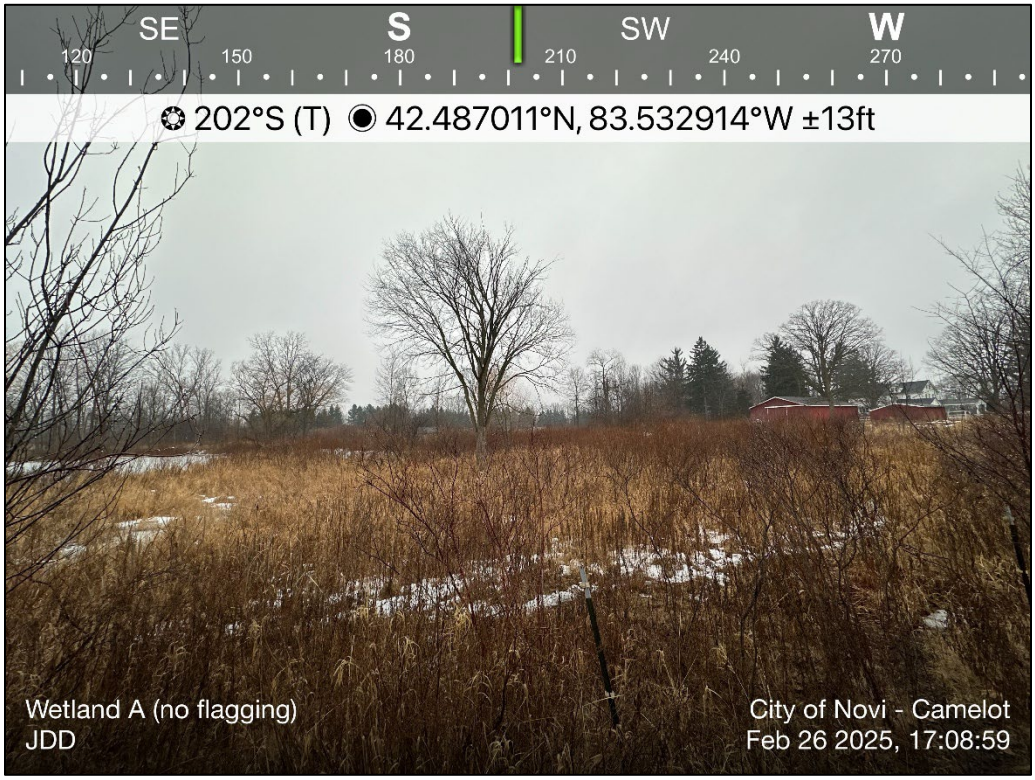
Tree 9772 with a DBH just over 11 inches



A potential unmarked wetland at the southern edge of the site in a concave swale with *Populus deltoides* saplings, *Phalaris arundinacea* dominant herbaceous cover, and standing water.



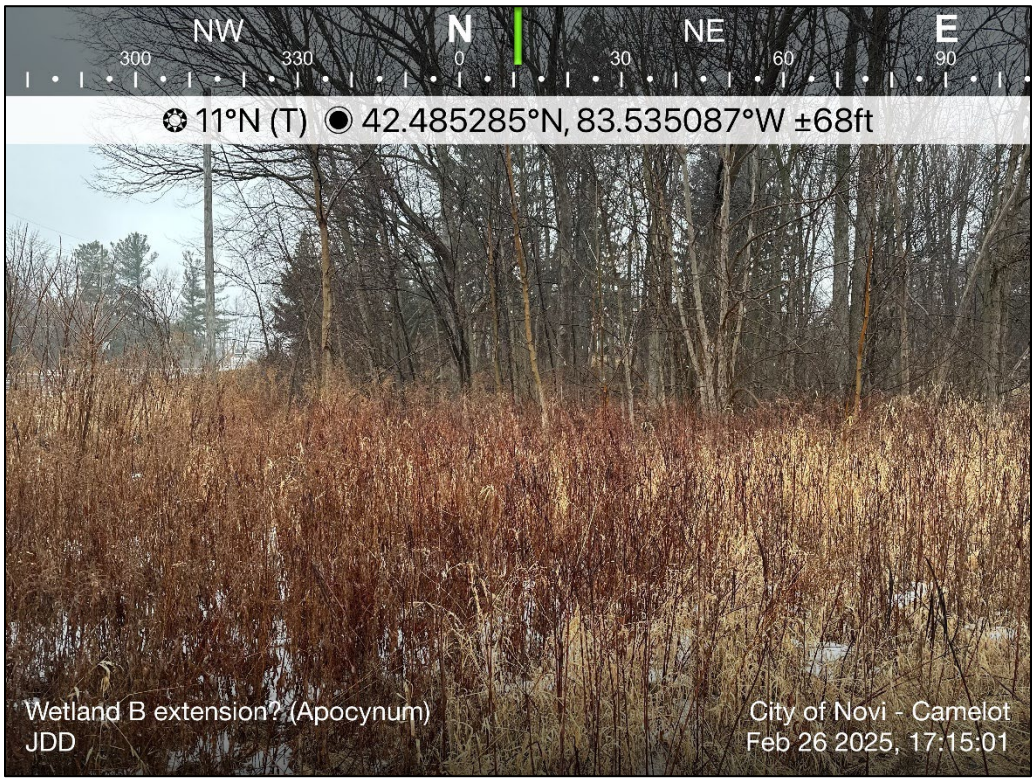
A potential unmarked wetland at the southern edge of the site in a concave swale with *Populus deltoides* saplings, *Phalaris arundinacea* dominant herbaceous cover, and standing water.



Overview of Wetland A with no flagging



Overview of Wetland B with no flagging



Wetland B may have expanded over the past 4-5 years. The southwest boundary is dominated by a mix of *Phalaris arundinacea* and *Apocynum cannabinum*.



Overview of Wetland C with no flagging.

Attachment B
City of Novi Wetland Mitigation Performance Standards

a. Construction has been completed in accordance with the City of Novi's approved plans and specifications included in the permit and mitigation plan (and associated approved site plan).

b. The mitigation wetland is characterized by the presence of water at a frequency and duration sufficient to support a predominance of wetland vegetation and the wetland types specified at the end of the monitoring period. The monitoring period will follow the U.S. Army Corps of Engineers definition of the growing season as stated in the 1987 *Wetland Delineation Manual*:

    i. "The portion of the year when soil temperatures at 19.7 inches (50 cm) below the soil surface are higher than biological zero (5°C [41°F]). For ease of determination, this period can be approximated by the number of frost-free days."

    ii. "Estimating starting and ending dates for the growing season are based on 28°F (-2.2°C) air temperature thresholds at a frequency of five years in 10."

c. A layer of high-quality topsoil, from the A horizon of an organic or loamy surface texture soil, is placed (or exists) over the entire wetland mitigation area at a minimum thickness of six inches.

d. The mitigation wetland shall be free of oil, grease, debris, and all other contaminants.

e. A minimum of six wildlife habitat structures, consisting of at least three types, have been placed per acre of mitigation wetland. At least 50 percent of each structure shall extend above the normal water level. The types of acceptable wildlife habitat structures are:

    i. Tree stumps laid horizontally within the wetland area. Acceptable stumps shall be a minimum of six feet long (log and root ball combined) and 12 inches in diameter.

    ii. Logs laid horizontally within the wetland area. Acceptable logs shall be a minimum of 10 feet long and six inches in diameter.

    iii. Whole trees laid horizontally within the wetland area. Acceptable whole trees shall have all of their fine structure left intact (i.e., not trimmed down to major branches for installation), be a minimum of 20 feet long (tree and root ball), and a minimum of 12 inches in diameter.

    iv. Snags which include whole trees left standing that are dead or dying, or live trees that will be flooded and die, or whole trees installed upright into the wetland. A variety of tree species should be used for the creation of snag habitat. Acceptable snags shall be a minimum of 20 feet tall (above the ground surface) and a minimum of 12 inches in diameter at breast height. Snags should be grouped together to provide mutual functional support as nesting, feeding, and perching sites.

    v. Sand mounds at least 18 inches in depth and placed so that they are surrounded by a minimum of 30 feet of water measuring at least 18 inches in depth. The sand mound shall have at least a 200 square foot area that is 18 inches above the projected high-water level and oriented to receive maximum sunlight.

f. The mean percent cover of native wetland species in the herbaceous layer at the end of the monitoring period is not less than:

    i. 60 percent for emergent wetland.

    ii. 80 percent for scrub-shrub wetland.

iii. 80 percent for forested wetland.

g. Extensive areas of open water and submergent vegetation areas having no emergent and/or rooted floating vegetation shall not exceed 20 percent of the mitigation wetland area. Extensive areas of bare soil shall not exceed five percent of the mitigation wetland area. For the purposes of these performance standards, extensive refers to areas greater than 0.01 acre (436 square feet) in size.

h. The total percent cover of wetland species in each plot shall be averaged for plots taken in the same wetland type to obtain a mean percent cover value for each wetland type. For the purposes of this standard, total percent cover is the percent cover of the ground surface covered by vegetation, bare soil, and open water, when viewed from above. Total percent cover cannot exceed 100 percent. Plots within identified extensive open water and submergent areas, bare soil areas, and areas without a predominance of wetland vegetation shall not be included in this average. Wetland species refers to species listed as facultative and wetter (FAC, FACW, OBL) on the U.S. Army Corps of Engineer's 2020 Regional Plant List (version 3.5) for the Midwest Region.

i. The mitigation wetland supports a predominance of wetland (hydrophytic) vegetation (as defined in the 2010 U.S. Army Corps of Engineers “Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region [Version 2.0]”) in each vegetative layer, represented by a minimum number of native wetland species, at the end of the monitoring period. The minimum number of native wetland species per wetland type shall not be less than:

   i. 15 species within the emergent wetland.

   ii. 15 species within the scrub-shrub wetland.

   iii. 15 species within the forested wetland.

   The total number of native wetland plant species shall be determined by a sum of all species identified in sample plots of the same wetland type.

j. At the end of the monitoring period, the mitigation wetland supports a minimum of:

   i. 300 individual surviving, established, and free-to-grow trees per acre in the forested wetland that are classified as native wetland species and consisting of at least three different species.

   ii. 300 individual surviving, established, and free-to-grow shrubs per acre in the scrub-shrub wetland that are classified as native wetland species and consisting of at least four different species.

   iii. *Optional*: Eight native wetland species of grasses, sedges, or rushes per acre in the wet meadow wetland.

k. Physiognomic classification of trees and shrubs shall be in accordance with the most updated resource from the following list:

   i. The Michigan Floristic Quality Assessment

   ii. Michigan Flora (also referred to as the University of Michigan Herbarium)

   iii. The U.S. Army Corps of Engineer's Regional Plant List for the Midwest Region.

l. The mean percent cover of invasive species including, but not limited to, *Phragmites australis* (Common Reed), *Lythrum salicaria* (Purple Loosestrife), and *Phalaris arundinacea* (Reed Canary Grass) shall in combination be limited to no more than 10 percent within each wetland type. Invasive species shall not dominate the vegetation in any extensive area of the mitigation wetland. A more exhaustive list of invasive species that are known to be in Michigan can be found on the State of Michigan’s Invasive Species plant list (https://www.michigan.gov/invasives/id-report/plants)

If the mean percent cover of invasive species is more than 10 percent within any wetland type or if there are extensive areas of the mitigation wetland in which an invasive species is one of the dominant plant species, the permittee shall submit an evaluation of the problem to the City of Novi and/or the. If the permittee determines that it is infeasible to reduce the cover of invasive species to meet the above performance standard, the permittee must submit an assessment of the problem, a control plan, and the projected percent cover that can be achieved for review by the City of Novi. Based on this information, the City of Novi may approve an alternative invasive species standard. Any alternative invasive species standard must be approved in writing by the City of Novi.

If the mitigation wetland does not satisfactorily meet these standards by the end of the monitoring period, or is not satisfactorily progressing during the monitoring period, the permittee will be required to take corrective

Consultant review of Monitoring Reports will be split into the following sections:

1. Vegetation
2. Invasive Species
3. Hydrology
4. Wildlife Observations
5. Topsoil
6. Pollutants
7. Signage
8. Wetland Recommendations (as applicable)
    a. Financial Guarantee Release

TRAFFIC REVIEW

AECOM
39575 Lewis Dr, Ste. 400
Novi
MI, 48377
USA
aecom.com

Project name:
JSP25-02 – Camelot Parc Townhomes PSLR Concept Plan Traffic Review

To:
Barbara McBeth, AICP
City of Novi
45175 10 Mile Road
Novi, Michigan 48375

From:
AECOM

Date:
March 4, 2025

CC:
Lindsay Bell, Humna Anjum, Diana Shanahan, Dan Commer, Milad Alesmail, Stacey Choi

Memo

Subject: JSP25-02 – Camelot Parc Townhomes PSLR Concept Plan Traffic Review

The PSLR concept site plan was reviewed to the level of detail provided and AECOM offers the following comments for the applicant to consider as they move forward with site plan development.

GENERAL COMMENTS

1. The applicant, Avalon Park Development, LLC, is proposing a 24-unit residential development featuring two-story townhomes.
2. The development is located east of Wixom Road and north of Stonebrook Drive. Wixom Road is under the jurisdiction of the City of Novi and Stonebrook Drive is a private street.
3. The site is zoned R-1 (One Family Residential) with an existing PSLR overlay.
4. The following traffic related deviations will be required if plans are not revised:
    a. Lack of offset between the back-of-curb and the sidewalk, where there are no parking spaces.

TRAFFIC IMPACTS

1. AECOM performed an initial trip generation based on the ITE Trip Generation Manual, 11th Edition, as follows.

    ITE Code: 215 – Single-Family Attached Housing
    Development-specific Quantity: 24 Dwelling Units
    Zoning Change: N/A

Trip Generation Summary	Estimated Trips	Estimated Peak-Direction Trips	City of Novi Threshold	Above Threshold?
AM Peak-Hour Trips	7	5	100	No
PM Peak-Hour Trips	10	6	100	No
Daily (One-Directional) Trips	132	N/A	750	No

2. The City of Novi generally requires a traffic impact study/statement if the number of trips generated by the proposed development exceeds the City's threshold of more than 750 trips per day or 100 trips per either the AM or PM peak hour, or if the project meets other specified criteria.

Trip Impact Study Recommendation	
Type of Study:	**Justification**
None	The applicant submitted a Trip Generation Analysis memo that also concluded that no further traffic studies are required.

TRAFFIC REVIEW

The following table identifies the aspects of the plan that were reviewed. Items marked O are listed in the City's Code of Ordinances. Items marked with ZO are listed in the City's Zoning Ordinance. Items marked with ADA are listed in the Americans with Disabilities Act. Items marked with MMUTCD are listed in the Michigan Manual on Uniform Traffic Control Devices.

The values in the 'Compliance' column read as 'met' for plan provision meeting the standard it refers to, 'not met' stands for provision not meeting the standard and 'inconclusive' indicates applicant to provide data or information for review and 'NA' stands for not applicable for subject Project. The 'remarks' column covers any comments reviewer has and/or 'requested/required variance' and 'potential variance'. A potential variance indicates a variance that will be required if modifications are not made or further information provided to show compliance with the standards and ordinances. The applicant should put effort into complying with the standards; the variances should be the last resort after all avenues for complying have been exhausted. Indication of a potential variance does not imply support unless explicitly stated.

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
1	Driveway Radii | O Figure IX.3	25'	Met	Within required range.
2	Driveway Width | O Figure IX.3	28'	Met	No parking allowed on Avalon Drive and Camelot Drive.
3	Driveway Taper | O Figure IX.11	-	N/A	
3a	Taper length			
3b	Tangent			
4	Emergency Access | O 11-194.a.19	A second emergency access road with gate located along Wixom Road	Met	
5	Driveway sight distance | O Figure VIII-E	260'	Met	
6	Driveway spacing	-	N/A	Proposed driveway not on a major arterial.
6a	Same-side | O 11.216.d.1.d			
6b	Opposite side | O 11.216.d.1.e			
7	External coordination (Road agency)	-	N/A	
8	External Sidewalk | Master Plan & EDM	Existing sidewalk along Wixom Road and Stonebrook Drive	N/A	

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
9	Sidewalk Ramps | EDM 7.4 & R-28-K	Indicated at entrance	Met	Update R-28-J detail included to the latest R-28-K version.
10	Any Other Comments:			

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
11	Loading zone | ZO 5.4	-	N/A	
12	Trash receptacle | ZO 5.4.4	Trash collection to be provided by individual residential waste management service	Met	
13	Emergency Vehicle Access	Fire truck turning movements provided	Met	
14	Maneuvering Lane | ZO 5.3.2	-	N/A	
15	End islands | ZO 5.3.12	-	N/A	
15a	Adjacent to a travel way			
15b	Internal to parking bays			
16	Parking spaces | ZO 5.2.12	16 proposed		See Planning review letter.
17	Adjacent parking spaces | ZO 5.5.3.C.ii.p	<15 spaces in one row	Met	
18	Parking space length | ZO 5.3.2	19’	Met	
19	Parking space Width | ZO 5.3.2	9’	Met	
20	Parking space front curb height | ZO 5.3.2	4” shown in details	**Not Met**	6” curb required in front of 19’ parking spaces.
21	Accessible parking – number | ADA	1 required, 2 proposed	Met	
22	Accessible parking – size | ADA	Not dimensioned	**Inconclusive**	Dimension width of accessible aisle and spaces.
23	Number of Van-accessible space | ADA	1 required, 1 proposed	Met	
24	Bicycle parking			
24a	Requirement | ZO 5.16.1	None required, none proposed	N/A	
24b	Location | ZO 5.16.1	-	N/A	
24c	Clear path from Street | ZO 5.16.1	-	N/A	
24d	Height of rack | ZO 5.16.5.B	-	N/A	
24e	Other (Covered / Layout) | ZO 5.16.1, Text Amendment 18.301	-	N/A	

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
25	Sidewalk – min 5' wide | Master Plan	5' proposed	Met	The applicant could extend the sidewalk for the full length on the north side of Avalon Drive.
26	Sidewalk ramps | EDM 7.4 & R-28-K	Indicated	Met	Update R-28-J detail included to the latest R-28-K version.
27	Sidewalk – distance back of curb | EDM 7.4	No offset provided	**Not Met**	**A deviation will be required for no offset.**
28	Cul-De-Sac | O Figure VIII-F	-	N/A	
29	EyeBrow | O Figure VIII-G	-	N/A	
30	Turnaround | ZO 5.10	20' radius, 20' width	Met	
31	Any Other Comments:			

SIGNING AND STRIPING				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
32	Signing: Sizes | MMUTCD	Provided	Met	
33	Signing table: quantities and sizes	Provided	Met	
34	Signs 12" x 18" or smaller in size shall be mounted on a galvanized 2 lb. U-channel post | MMUTCD	Provided	Met	
35	Signs greater than 12" x 18" shall be mounted on a galvanized 3 lb. or greater U-channel post | MMUTCD	Provided	Met	
36	Sign bottom height of 7' from final grade | MMUTCD	Provided	Met	
37	Signing shall be placed 2' from the face of the curb or edge of the nearest sidewalk to the near edge of the sign | MMUTCD	Provided	Met	
38	FHWA Standard Alphabet series used for all sign language | MMUTCD	Provided	Met	
39	High-Intensity Prismatic (HIP) sheeting to meet FHWA retro-reflectivity | MMUTCD	Provided	Met	
40	Parking space striping notes	Not provided	**Inconclusive**	Provide in future submittal.
41	The international symbol for accessibility pavement markings | ADA	Not provided	**Inconclusive**	Provide in future submittal.
42	Crosswalk pavement marking detail	Not provided	**Inconclusive**	Provide in future submittal.
43	Any Other Comments:	Proposed "Do Not Block Sidewalk" signs shown on site plan but not listed in sign quantities table.		

Note: Hyperlinks to the standards and Ordinances are for reference purposes only, the applicant and City of Novi to ensure referring to the latest standards and Ordinances in its entirety.

Should the City or applicant have questions regarding this review, they should contact AECOM for further clarification.

Sincerely,

AECOM



Paula K. Johnson, PE
Senior Transportation Engineer



Saumil Shah, PMP
Project Manager

FAÇADE REVIEW

DRN & ASSOCIATES, ARCHITECTS, PC
Phone: (248) 880-6523
E-Mail: dnecci@drnarchitects.com
Web: drnarchitects.com
50850 Applebrooke Dr., Northville, MI 48167

March 4, 2025

Façade Review Status Summary:
Approved, Section 9 Waiver Not Required

City of Novi Planning Department
45175 W. 10 Mile Rd.
Novi, MI 48375- 3024

Re: FACADE ORDINANCE REVIEW
Camelot Parc Townhomes, PSLR, JSP25-02
Façade Region: 1, Zoning District: RM-1,

Dear Ms. McBeth;
This façade review is based on the drawings by TRI Design Group, dated 1/7/25. The maximum and minimum percentage of façade materials required by the Façade Ordinance is shown in the right-hand column. Materials in non-compliance, if any, are highlighted in red. Colored renderings were provided. The Sample Board required by Section 5.15.4.D of the Ordinance was not provided. The sample board should be provided prior to the Planning Commission and/or City council meeting.

Horizontal Fiber Cement Siding is considered Wood Siding for the purpose of the Façade Ordinance (Footnote 13). The Façade Ordinance allows up to 50% of this material on buildings considered to be "residential style architecture" (Footnote 10). The proposed buildings have sloped gable roofs, punched window openings, attached garages, and individual entrances and are therefore considered residential style architecture with respect to the Façade Ordinance.

3-Plex	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick & Stone	32%	87%	87%	35%	100% (30% Min)
Fiber Cement Panels, Vertical Pattern	5%	0%	0%	0%	25%
Fiber Cement Panels - Horizontal Pattern	10%	5%	5%	17%	50%
Shake Siding	6%	0%	0%	0%	25%
Trim	3%	3%	3%	3%	10%
Asphalt shingles	44%	5%	5%	45%	50%

4-Plex	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick & Stone	32%	87%	87%	35%	100% (30% Min)
Fiber Cement Panels, Vertical Pattern	5%	0%	0%	0%	25%
Fiber Cement Panels - Horizontal Pattern	10%	5%	5%	17%	50%
Shake Siding	6%	0%	0%	0%	25%
Trim	3%	3%	3%	3%	10%
Asphalt shingles	44%	5%	5%	45%	50%

5-Plex	Front	Left	Right	Rear	Ordinance Maximum (Minimum)
Brick & Stone	32%	87%	87%	35%	100% (30% Min)
Fiber Cement Panels, Vertical Pattern	5%	0%	0%	0%	25%
Fiber Cement Panels - Horizontal Pattern	10%	5%	5%	17%	50%
Shake Siding	6%	0%	0%	0%	25%
Trim	3%	3%	3%	3%	10%
Asphalt shingles	44%	5%	5%	45%	50%

Façade Ordinance (Section 5.15) - As shown above all façades are in full compliance with the Façade Ordinance. A sample board indicating the proposed colors and textures of all façade materials should be provided prior to the Planning Commission meeting.

PSLR Ordinance (Section 3.21)		Complies (Yes / No)
C.i	Maximum Height 35', 2.5 Stories	YES
C.11.a(1)	Front Façade Offsets, 4' every 50'	YES
C.11.a(2)	Pedestrain entrance on front and rear façade, not greater than 60'	YES
C.11.a(3)	Pedestrain entracces recessed 4' min. w/ covered porch,	YES
C.11.b(1)	Gable and hip roof lines	YES
C.11.b(2)	Roofs feaures to reduce roofing material to 70% max.	YES
C.11.b(3)	Minimum roof slope of 6:12 with gutters and downspouts	YES
C.11.b(4)	Roof material; shingles, slate, metal, etc.	YES
C.11.b(5)	Solar colercors allowed but not required.	YES
C.11.c(1)	Windows divided lite, 6 SF max.	YES
C.11.c(2)	Windows 15' max. width, 2' separation	YES
C.11.c(3)	Window trim; moldings or shutters	YES
C.11.d	Complies with the Façade Ordinance Section 5.15, except flat metal, standing seam, spandrel glass, display glass, EIFS, granite, marble and C-brick are not allowed.	YES

Planned Suburban Low-Rise Ordinance (Section 3.21) – Section 3.21.C of the Ordinance sets additional requirements for buildings in the PLSR District. As shown above the proposed facades substantially comply with the PLSR Ordinance requirements.

Notes to the Applicant:

1. Inspections – The Façade Ordinance requires inspection(s) for all projects. Materials displayed on the approved sample board will be compared to materials delivered to the site. It is the applicant's responsibility to request the inspection of each façade material at the appropriate time. Inspections may be requested using the Novi Building Department's Online Inspection Portal with the following link. Please click on "Click here to Request an Inspection" under "Contractors", then click "Façade". **http://www.cityofnovi.org/Services/CommDev/OnlineInspectionPortal.asp**.

2. RTU Screening - It should be noted that all roof top units must be screened from view from all vantage points both on-site and off-site using materials in compliance with the Façade Ordinance.

Sincerely,
DRN & Architects PC

Douglas R. Necci, AIA

FIRE REVIEW

February 25, 2025

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
Dan Commer – Plan Review Center
Diana Shanahan – Plan Review Center
Stacey Choi – Planning Assistant

RE: Camelot Parc Townhomes

PSP# 24-0004

Project Description:

Build a 6 multi-tenant building off Wixom Rd & Stonebrook.

Comments:

- **All** fire hydrants **MUST** be installed and operational prior to any combustible material is brought on site. **IFC 2015 3312.1**
- For new buildings and existing buildings, you **MUST** comply with the International Fire Code Section 510 for Emergency Radio Coverage. This shall be completed by the time the final inspection of the fire alarm and fire suppression permits.
- Fire apparatus access drives to and from buildings through parking lots shall have a minimum fifty (50) feet outside turning radius and designed to support a minimum of thirty-five (35) tons. ***(D.C.S. Sec 11-239(b)(5))***
- All new multi-residential buildings shall be numbered. Each number shall be a minimum 10 inches high, 1 inch wide and be posted at least 15 feet above the ground on the building where readily visible from the street. ***(Fire Prevention Ord.)***
- The ability to serve at least two thousand (2,000) gallons per minute in single-family detached residential; three thousand (3,000) gallons per school areas; and at least four thousand (4,000) gallons per minute in office, industrial and shopping centers is essential. ***(D.C.S. Sec.11-68(a))***
- Fire hydrant spacing shall be measured as "hose laying distance" from fire apparatus. Hose laying distance is the distance the fire apparatus travels along improved access routes between hydrants or from a hydrant to a structure.
- Hydrants shall be spaced approximately three hundred (300) feet apart online in commercial, industrial, and multiple-residential areas. In cases where the buildings within developments are fully fire suppressed, hydrants shall be no more than five hundred (500) feet apart. The spacing of hydrants around commercial and/or industrial developments shall be considered as individual cases where special circumstances exist upon consultation with the fire chief. ***(D.C.S. Sec. 11-68 (f)(1)c)***

CITY COUNCIL

Mayor
Justin Fischer

Mayor Pro Tem
Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

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City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
John B. Martin

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
Todd Seog

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

Recommendation:

Approved with Conditions

Sincerely,



Kevin S. Pierce-Fire Marshal
City of Novi – Fire Dept.

cc: file

APPLICANT RESPONSE LETTERS

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

August 6, 2025

Lindsay Bell, AICP, Senior Planner
City of Novi
45175 W. Ten Mile
Novi, MI 48375

Re: Camelot Parc Townhomes – PSLR Review - JSP 25-02

Dear Ms. Bell:

Please accept the revised PLSR Submittal for the proposed Camelot Parc Townhomes development. This package has been prepared to address the applicable City concerns as they pertain to the PSLR Concept stage, with comment responses provided below. Items identified to be addressed during site plan will be addressed at that time.

Planning Review Comments – Lindsay Bell, AICP – July 10, 2025

Ordinance Deviations

1. *For permanent lighting installations, the maximum Correlated Color Temperature shall be 3000 Kelvin. The lighting plan shows proposed fixtures are 4000K. The applicant should specify 3000K fixtures, or request a deviation with sufficient justification. (ZO Sec. 5.7.3.F)*

   Response: The photometric plan has now been revised to 3000K color temperature on the photometric plan.

2. *Lack of a 25-foot wetland buffer north of Avalon Drive. This is conditionally supported by staff as the applicant has proposed signage as visual protection for the wetland between Avalon Drive and the buildings is proposed. Wetland buffers are meant to remain in a natural, un-mowed state in order to protect the wetland from surface water run-off and pollutants. The applicant should also propose plantings in this wetland buffer, such as bushes, that would discourage mowing. See Wetland Review for more specific comments. (Sec. 3.6.2.M)*

   Response: Shrubs have been added along the wetland boundary as added protection and delineation of the wetland. See responses below for further detail.

ADDITIONAL REVIEW COMMENTS

3. *The applicant has included a proposed Road Maintenance Plan on Sheet 11 for Stonebrook Drive. The plan calculates a contribution for the proposed Camelot Parc toward Stonebrook Drive maintenance costs based on the length of the road, percentage of road used to access Camelot Drive, and the total number of units for each development. As Stonebrook Drive is a private road owned by Villas at Stonebrook HOA, the applicant should meet with them to discuss proposed*

road maintenance agreement with them. Any cost sharing agreement would be a private agreement between the two entities.

Response: Acknowledged. The developer has previously met with the HOA to discuss road maintenance and plans to reconnect with them again prior to the Planning Commission meeting, as suggested.

Planning Review Chart Comments

1. *PSLR Agreement and Concept Plan must be approved by the City Council after recommendation by Planning Commission.*

   Response: Acknowledged.

2. *Special Land use permit required.*

   Response: Acknowledged.

3. *Building north of the drive will be within remaining wetland buffer.*

   Response: It is not feasible to adjust the layout to provide the full 25' buffer from existing wetland locations. Instead, alternative visual signage has been provided on sheet 4 to enhance protection of the existing natural features on site as well as shrub plantings on the landscape plan.

4. *Suggest additional benches around the walking path.*

   Response: Two benches have been added adjacent to the walking path. A detail is shown on sheet L-1.

5. *Could reduce spaces to 8' each with 8' access to recover a couple feet of pavement.*

   Response: The standard of spaces being 8' wide with 8' access is acknowledged. If the reduction is beneficial to the design, it will be applied during engineering design.

6. *Mounting height not found on photometric plan.*

   Response: The mounting height has been added to the photometric plan.

7. *Provide information to verify compliance in fixture chart for each type.*

   Response: Each fixture has been changed to 3000K in the photometric plan table.

Landscape Review Comments – Rick Meader, LA – July 3, 2025

General Notes

1. *A 25-foot wetland buffer is not provided in many cases as is required.* ***This requires a landscape deviation.*** *It would not be supported by staff unless additional protection is provided for the wetlands.* *Please add signage along the curbs and behind the building to protect the wetland.*

   Response: Signage is provided and the signs have been modified per the example provided.

2. *Please also add a line of large wetland shrubs such as chokeberry along the edge of the wetland behind and along the sides of the building with units 19-22 to provide a better buffer for the wetland.*

   Response: A row of shrubs has been added to the wetland edge adjacent to units 19-22.

LANDSCAPE REVIEW SUMMARY CHART

1. *The lack of a 25-foot wetland buffer between the interior drive/parking and Units 19-22 requires a deviation. This is especially concerning along the drive where road salt could negatively impact the wetland. It would not be supported by staff as currently shown.*

   Response: Wetland protection has been enhanced in the areas where the 25-foot wetland buffer is being encroached. Protective fencing, signage, plant boarder, and native seed mix has been added as described below.

2. *Below is a list of items to address:*
   - *Add protective fencing for the wetlands to the removal plans.*
   - *Add signs such as the example shown below to protect the wetlands from encroachment and unsupported activities. They should be placed every 100 feet behind the curbs and building.*
   - *Plant a border of large wetland shrubs such as chokeberry along the edge of the wetland as a buffer between the building and the wetland.*
   - *Use a native seed mix on the slopes between the curb and wetland.*

   Response: Silt fence has been added around the limits of disturbance next to the wetlands on the removal plans. The wetland protection area signs have been revised to include "no mowing, no herbicides, no fertilizers". The signs are placed behind buildings, curbs, and pathway at an interval not greater than 100-ft. Shrubs have been added adjacent to units 19-22 and a native seed mix will be provided between the curb and wetland north of Avalon Drive.

3. *Please add soils boundaries and symbols to sheet 2.*

   Response: The soils boundaries and symbols have been added to the existing conditions plan.

4. *Please move the clear vision zone for the Stonebrook Drive entrance back per the illustration below (it should be at the ROW line, not the back of curb).*

   Response: The clear vision zone has been moved to the right-of-way. See the layout plan.

Multi-family Residential Landscaping

1. *Sub-canopy deciduous trees – please correct the calculation per the ordinance requirement (1 tree per 20-lf, not 25-lf) and add the extra subcanopy tree.*

   Response: *An additional sub-canopy tree has been added.*

2. *Please indicate snow deposit areas.*

   Response: A snow deposit note is located in the "notes" on sheet L-1.

3. *The proposed canopy street trees appear to be under the overhead lines. Please check this and use subcanopy trees if necessary, and if there is room for them.*

   Response: The proposed Wixom Road canopy trees are planted no closer than 25' to the existing overhead lines.

Mergent, Inc Review Comments – Jason DeMoss, PWS – July 10, 2025

Woodland Review Comments

1. *Either a separate sheet or details should be added to Sheet 3 showing the final development plans in conjunction with trees that will remain on-site. Based on Davey Resource Group's January 10, 2023 review, trees such as Tree 9688 are within the regulated woodland. Based on the location of the woodland fence (see Comment 9), it is assumed the critical root zone of this and other trees will be impacted and should be reflected in the count of trees to be impacted even if they remain. Therefore, tree replacement calculations should be updated to reflect impacts to the critical root zone of regulated woodland trees.*

   Response: The layout has been added to the removal plan and grayed out. The critical root zone trees were looked at in detail. Trees 9596, 9603, 9676, and 9688 are within the influence of proposed pavement or proposed building excavation zones and have been added to the woodland replacement calculations. All other trees only have minor fills over a small portion of the root zone and are not expected to be impacted by the activity.

2. *Sheet L-1 should be updated to reflect the number of replacements listed on Sheet 10. Note that not all removals of trees on-site are of regulated trees.*

   Response: L-1 has been updated to reflect 53 required replacement trees.

3. *Proposed developments should be displayed in conjunction with trees to remain.*

   Response: The layout has been added to the removal plan and grayed out. Trees to remain can also be clearly seen with the proposed development on the landscape plans.

4. *It is requested that tree protection fence be added around and within the five-foot gravel path to the maximum extent practicable to ensure trees will not be accidentally impacted by light machinery when delivering and placing the gravel for the proposed path. Additionally, the footprint of the proposed path should be displayed in conjunction with the trees to remain post-development.*

   Response: Tree protection fence has been added around the gravel path within the wooded area.

5. *The wetland type (classification) should be added to the table on Sheet 7. An update to the previous wetland delineation may affect the impact amounts listed.*

   Response: The wetland classification (emergent, scrub, forested) has been added to the table on sheet 7.

6. *The applicant will be impacting 4,483 square feet of forested wetland. It is requested that at least 8,966 square feet (0.21 acre) of the proposed mitigation on-site be a forested wetland and meet the performance standards in **Attachment B**.*

   Response: Mitigation design will be coordinated with the city and EGLE during the permitting process.

7. Due to the extensive proposed loss of wetland buffer along the southern remaining wetland area, it is requested that the applicant perform environmental enhancement along the southern portion of the remaining wetland (see screenshot below). The applicant should plant at least three different

species of wetland rated shrubs throughout the southern boundary of the wetland. This will allow a small separation from the wetland and the proposed development. Additionally, it will deter any accidental mowing of the wetlands and remaining buffer areas. Shrubs could include three of the following species:

- Buttonbush (*Cephalanthus occidentalis*)
- Swamp Rose (*Rosa palustris*)
- Winterberry Holly (*Ilex verticillata*)
- Silky Dogwood (*Cornus amomum*)
- Northern Spicebush (*Lindera benzoin*)
- Red-osier Dogwood (*Cornus sericea* or *C. stolonifera*)
- Black Chokeberry (*Aronia melanocarpa*)
- Meadowsweet (*Spiraea alba*)
- Common Elderberry (Sambucus canadensis)

Response: These shrubs are provided as requested in the review snippet. The area north of the Avalon curb to the wetland edge will be planted with a native seed mix.

8. *Portions of the wetland may become disconnected by the placement of fill throughout the site. It is requested that wetland equalizer culverts or similar structures be placed beneath roads that allow the wetlands on-site to remain connected. Specifically in the locations circled below.*

   Response: Hydraulic connections and flow routes will be reviewed during engineering design.

9. *The Applicant is encouraged to provide wetland conservation easements for any areas of remaining wetland and 25-foot wetland buffer. The Applicant shall provide wetland conservation easements as directed by the City of Novi Community Development Department for any areas of proposed wetland mitigation areas (if necessary). This language shall be submitted to the City Attorney for review. The executed easement must be returned to the City Attorney within 60 days of the issuance of the City of Novi Wetland Use Permit.*

   Response: The PSLR and Site Plan, along with the proposed development signage and enhanced plantings, should be more than adequate documentation and identification for the preservation of these natural areas without the need to create further conservation easement documentation. No additional developments are proposed for the site nor are any connections to adjacent properties that would impact these remaining features.

Thank you for your assistance and cooperation with respect to this project. Please feel free to contact us with any questions or concerns at (248) 447-2000.

Sincerely,
ATWELL, LLC



Jared Kime, PE
Project Manager

WETLAND DELINEATION REPORT

ASTI ENVIRONMENTAL

Assessment • Remediation • Compliance
Restoration • Incentives

10448 Citation Drive, Suite 100
Brighton, MI 48116

800 395-ASTI
Fax: 810.225.3800

www.asti-env.com

Sent Via Email Only

May 2, 2025

Ashok Gudi
Avalon Investment Group LLC
1137 Prescott Drive
Rochester Hills, MI 48309

RE: Wetland Delineation and Jurisdictional Assessment with GPS Survey, Northeast of Wixom Road and Stonebrook (Parcel ID 22-17-300-019) City of Novi, Oakland County, Michigan
ASTI File No. A25-0628.00

Dear Ashok Gudi:

On April 30, 2025, ASTI Environmental (ASTI) conducted a site investigation to delineate wetland boundaries on the above-referenced property located within the City of Novi, Oakland County, Michigan (Subject Property). One wetland likely regulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the City of Novi (City) was found within the Subject Property (Figure 1 – *GPS-Surveyed Wetland Boundaries*). Wetland and watercourse boundaries, as depicted on Figure 1, were located using a professional grade, hand-held Global Positioning System unit (GPS).

SUPPORTING DATA AND MAPPING

The USDA Web Soil Survey (WSS), the National Wetland Inventory Map (NWI), EGLE Wetlands Map Viewer web site, and digital aerial photographs were all used to support the wetland delineation and subsequent regulatory status determination. The NWI and EGLE maps indicated the presence of wetland in the northern and eastern portions of the Subject Property.

The WSS indicates the Subject Property is comprised of the soil complexes shown in Table 1 below:

Table 1 – Subject Property Soils

Subject Property Soil Complexes	Hydric Soil per the WSS (**YES** or No)
Marlette sandy loam (1-6% slopes)	No
Capac sandy loam (0-4% slopes)	No
Brookston and Colwood loams	**YES**
Houghton and Adrian mucks	**YES**

FINDINGS

ASTI investigated the Subject Property for the presence of any lakes, ponds, wetlands, and watercourses. This work is based on *MCL 324 Part 301 (Inland Lakes and Streams)* and *Part 303 (Wetland Protection),* as well as the City of Novi's *Code of Ordinances, Chapter 12 – Drainage and Flood Damage Prevention, Article V, Wetlands and Watercourse Protection* (Article V). In addition to those resources regulated by EGLE, the City also regulates isolated (non-contiguous) wetlands from two to five acres in size and those wetlands less than two acres in size if determined to be essential to the preservation of the natural resources of the City. In some circumstances the US Army Corps of Engineers (USACE) may also have jurisdiction of wetlands or watercourses; this is not the case with your site.

The delineation protocol used by ASTI for this delineation is based on the US Army Corps of Engineers' *Wetland Delineation Manual,* 1987, the *Regional Supplement to the Corps of Engineer Wetland Delineation Manual: Midwest Region*, and related guidance/documents, as appropriate. Wetland vegetation, hydrology, and soils were used to locate the wetland boundaries.

One wetland was found on the Subject Property, as discussed below.

Wetland A

Wetland A is an emergent, scrub/shrub, and forested wetland located throughout the Subject Property. Wetland A is 2.75 acres in size on-site and continues off-site to the east (Figure 1). Vegetation within Wetland A was dominated by silver maple (*Acer saccharinum)*, swamp white oak (*Quercus bicolor)*, green ash (*Fraxinus pennsylvanica*), common buckthorn (*Rhamnus cathartica*), sandbar willow (*Salix interior)*, reed canary grass (*Phalaris arundinacea*), common reed (*Phragmites australis*), purple loosestrife (*Lythrum salicaria*), moneywort (*Lysimachia nummularia*), and swamp agrimony (*Agrimonia parviflora*). Soils within Wetland A were comprised of loams to loamy sands and are considered hydric because the criteria for depleted below dark surface, depleted matrix, redox dark surface, and redox depressions were met. Indicators of wetland

hydrology observed within Wetland A included surface water, a high-water table, saturation, and oxidized rhizospheres on living roots.

Dominant vegetation observed within the upland adjacent to Wetland A included sugar maple (*Acer saccharum*), black cherry (*Prunus serotina*), autumn olive (*Elaeagnus umbellata*), Japanese rose (*Rosa multiflora*), gray dogwood (*Cornus racemosa),* green ash, tall goldenrod (*Solidago altissima*), wild carrot (*Daucus carota*), wild strawberry (*Fragaria virginiana*), Kentucky bluegrass (*Poa pratensis*), yarrow (*Achillea millefolium*), and Virginia creeper (*Parthenocissus quinquefolia*). Upland soils were comprised of loam and sandy clay, and no evidence of wetland hydrology was observed.

It is ASTI's opinion that Wetland A is regulated by EGLE under Part 303 and by the City of Novi under Article V because it is a portion of a larger wetland complex that extends off-site to the east that is greater than five acres in size. Field observations and aerial photographs were used to estimate the size of the off-site wetland complex contiguous with Wetland A.

Wetland Flagging

Wetland boundaries were marked in the field with pink pin flags and/or day-glow pink and black striped flagging with the following flagging numbers:

Wetland A: A-1 through A-59

SUMMARY

Based upon the data, criteria, and evidence noted above, it is ASTI's professional opinion that the Subject Property includes one wetland (Wetland A) regulated by EGLE under the Natural Resources and Environmental Protection Act (1994 P.A. 451), Part 303 Wetland Protection and the City of Novi under Article V. However, please note that EGLE has the final authority on the extent of regulated wetlands, lakes, and streams in the State of Michigan, and the City of Novi has the final authority of wetlands within the City limits. Any proposed impact to the areas that ASTI has identified as regulated will require a permit from EGLE and the City prior to any wetland impacts.

It should also be noted that the City requires a 25-foot setback from regulated wetlands and watercourses. Additionally, the City has a woodland protection ordinance that regulates trees with a diameter at breast height (DBH) of 8 inches or greater within regulated woodlands and all trees with a DBH of 36 inches or greater within the City of Novi.

Attached are Figure 1, which shows the GPS-surveyed locations of wetland flagging within the Subject Property and completed US Army Corps of Engineers

(USACE) Wetland Data Forms. Please note that the data sheet numbers match the data collection sampling points shown on Figure 1.

Thank you for the opportunity to assist you with this project. Please let us know if we can be of any further assistance in moving your project forward.

Cordially,

ASTI ENVIRONMENTAL

Shane Jennings
Wetland Ecologist

Kyle Hottinger
Wetland Ecologist
Professional Wetland Scientist #2927

Attachments: Figure 1 – *GPS-Surveyed Wetland Boundaries*
Completed USACE Wetland Data Forms

Legend

- Data Point
- Reference Point
- Wetland Flagging Location
- Approximate Off-Site Wetland
- Emergent Wetland
- Forested Wetland
- Scrub Shrub Wetland
- Open Water
- Approximate Property Boundary

*This wetland is likely regulated by EGLE and the City of Novi. This map does not imply an official opinion by EGLE or the City of Novi nor is it legally binding.

Wetland Delineation Completed: April 30, 2025

*Wetland A
2.75 Acres

Open Water
0.54 Acres

Stonebrook Drive

Wixom Rd

Wixom Road Property

Parcel 22-17-300-019,
Wixom Road, Novi, MI

0 50 100 200 Feet

N

ASTI Environmental

Client: Avalon Investment Group LLC
Created by: RMH, May 1, 2025, ASTI Project A25-0628.00
Imagery: NearMap April 8, 2024

Figure 1 - GPS-Surveyed Wetland Boundaries

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp:11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Northeast of Wixom Rd and Stonebrook Dr. City/County: Novi, Oakland Co. Sampling Date: 4/30/2025

Applicant/Owner: Avalon Investment Group LLC State: MI Sampling Point: UP1

Investigator(s): ASTI - SPJ Section, Township, Range: Sec. 17, T01N, R08E

Landform (hillside, terrace, etc.): Slope Local relief (concave, convex, none): Convex

Slope (%): 1-2 Lat: 42.486139 Long: -83.532924 Datum: NAD 83

Soil Map Unit Name: Capac sandy loam NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ____ No X
Hydric Soil Present? Yes ____ No X
Wetland Hydrology Present? Yes ____ No X

Is the Sampled Area within a Wetland? **Yes** ____ **No** X

Remarks:
Upland adjacent to Wetland A. Located in the northeastern portion of the property.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30ft)	Absolute % Cover	Dominant Species?	Indicator Status
1. None			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15ft)			
1. *Elaeagnus umbellata*	25	Yes	UPL
2. *Rosa multiflora*	10	Yes	FACU
3. *Cornus foemina*	10	Yes	FAC
4. *Malus pumila*	5	No	UPL
5.			
	50 =Total Cover		
Herb Stratum (Plot size: 5ft)			
1. *Solidago altissima*	15	Yes	FACU
2. *Daucus carota*	15	Yes	UPL
3. *Fragaria virginiana*	10	Yes	FACU
4. *Poa pratensis*	10	Yes	FAC
5. *Achillea millefolium*	10	Yes	FACU
6.			
7.			
8.			
9.			
10.			
	60 =Total Cover		
Woody Vine Stratum (Plot size: 30ft)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 25.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	20	x 3 =	60
FACU species	45	x 4 =	180
UPL species	45	x 5 =	225
Column Totals:	110 (A)		465 (B)
Prevalence Index = B/A =			4.23

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation
___ 2 - Dominance Test is >50%
___ 3 - Prevalence Index is ≤3.0[1]
___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ____ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: UP1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-8	10YR 4/3	100					Loamy/Clayey	loam
8-14	10YR 4/2	100					Loamy/Clayey	loam
14-20	10YR 4/2	65	10YR 5/4	30	C	M	Loamy/Clayey	Distinct redox concentrations
			10YR 5/6	5	C	M		Prominent redox concentrations
								sandy clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? (includes capillary fringe) Yes ___ No X Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp:11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Northeast of Wixom Rd and Stonebrook Dr. City/County: Novi, Oakland Co. Sampling Date: 4/30/2025

Applicant/Owner: Avalon Investment Group LLC State: MI Sampling Point: UP2

Investigator(s): ASTI - SPJ Section, Township, Range: Sec. 17, T01N, R08E

Landform (hillside, terrace, etc.): Slope Local relief (concave, convex, none): Convex

Slope (%): 3 Lat: 42.485834 Long: -83.534345 Datum: NAD 83

Soil Map Unit Name: Brookston and Colwood loams NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ____ No X
Hydric Soil Present? Yes ____ No X
Wetland Hydrology Present? Yes ____ No X

Is the Sampled Area within a Wetland? **Yes** ____ **No** X

Remarks:
Upland adjacent to Wetland A in the western portion of the property.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30ft)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer saccharum*	60	Yes	FACU
2. *Prunus serotina*	10	No	FACU
3.			
4.			
5.			
	70	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15ft)			
1. *Prunus serotina*	10	Yes	FACU
2. *Ligustrum vulgare*	5	Yes	FACU
3.			
4.			
5.			
	15	=Total Cover	
Herb Stratum (Plot size: 5ft)			
1. *Rosa multiflora*	10	Yes	FACU
2. *Fraxinus pennsylvanica*	10	Yes	FACW
3. *Parthenocissus quinquefolia*	10	Yes	FACU
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	30	=Total Cover	
Woody Vine Stratum (Plot size: 30ft)			
1. None			
2.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 16.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	10	x 2 =	20
FAC species	0	x 3 =	0
FACU species	105	x 4 =	420
UPL species	0	x 5 =	0
Column Totals:	115 (A)		440 (B)

Prevalence Index = B/A = 3.83

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation
____ 2 - Dominance Test is >50%
____ 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ____ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: UP2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-14	10YR 3/3	100					Loamy/Clayey	
14-20	10YR 3/4	95	10YR 5/4	5	C	M	Loamy/Clayey	Faint redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ____ No X Depth (inches): ____

Water Table Present? Yes ____ No X Depth (inches): ____

Saturation Present? (includes capillary fringe) Yes ____ No X Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp:11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Northeast of Wixom Rd and Stonebrook Dr. City/County: Novi, Oakland Co. Sampling Date: 4/30/2025

Applicant/Owner: Avalon Investment Group LLC State: MI Sampling Point: UP3

Investigator(s): ASTI - SPJ Section, Township, Range: Sec. 17, T01N, R08E

Landform (hillside, terrace, etc.): Depression Local relief (concave, convex, none): Concave

Slope (%): 3-4 Lat: 42.485242 Long: -83.533451 Datum: NAD 83

Soil Map Unit Name: Capac sandy loam NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ____ No X
Hydric Soil Present? Yes ____ No X
Wetland Hydrology Present? Yes ____ No X

Is the Sampled Area within a Wetland? **Yes** ____ **No** X

Remarks:
Upland located in the south-central portion of the property.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30ft)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	20	Yes	FAC
2. *Juglans nigra*	10	Yes	FACU
3.			
4.			
5.			
	30	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15ft)			
1. *Elaeagnus umbellata*	30	Yes	UPL
2. *Pyrus calleryana*	10	Yes	UPL
3. *Lonicera tatarica*	10	Yes	FACU
4.			
5.			
	50	=Total Cover	
Herb Stratum (Plot size: 5ft)			
1. *Phragmites australis*	40	Yes	FACW
2. *Solidago altissima*	10	Yes	FACU
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	50	=Total Cover	
Woody Vine Stratum (Plot size: 30ft)			
1.			
2.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 28.6% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	40	x 2 =	80
FAC species	20	x 3 =	60
FACU species	30	x 4 =	120
UPL species	40	x 5 =	200
Column Totals:	130 (A)		460 (B)
Prevalence Index = B/A =			3.54

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation
___ 2 - Dominance Test is >50%
___ 3 - Prevalence Index is ≤3.0[1]
___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ____ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: UP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 4/4	100					Loamy/Clayey	
6-13	10YR 4/3	95	10YR 4/6	5	C	M	Loamy/Clayey	Distinct redox concentrations
13-20	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ____ No X Depth (inches): ____

Water Table Present? Yes ____ No X Depth (inches): ____

Saturation Present? (includes capillary fringe) Yes ____ No X Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp:11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Northeast of Wixom Rd and Stonebrook Dr. City/County: Novi, Oakland Co. Sampling Date: 4/30/2025

Applicant/Owner: Avalon Investment Group LLC State: MI Sampling Point: WT1

Investigator(s): ASTI - SPJ Section, Township, Range: Sec. 17, T01N, R08E

Landform (hillside, terrace, etc.): Depression Local relief (concave, convex, none): Concave

Slope (%): 1-2 Lat: 42.486555 Long: -83.533121 Datum: NAD 83

Soil Map Unit Name: Capac sandy loam NWI classification: PEM1A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes X No ____
Hydric Soil Present? Yes X No ____
Wetland Hydrology Present? Yes X No ____

Is the Sampled Area within a Wetland? **Yes** X **No** ____

Remarks:
Associated with scrub/shrub portion of Wetland A in the northern portion of the property.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30ft)	Absolute % Cover	Dominant Species?	Indicator Status
1. None			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15ft)			
1. *Salix interior*	60	Yes	FACW
2. *Cephalanthus occidentalis*	10	No	OBL
3.			
4.			
5.			
	70 =Total Cover		
Herb Stratum (Plot size: 5ft)			
1. *Phalaris arundinacea*	25	Yes	FACW
2. *Phragmites australis*	10	Yes	FACW
3. *Lythrum salicaria*	10	Yes	OBL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	45 =Total Cover		
Woody Vine Stratum (Plot size: 30ft)			
1. None			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	20	x 1 =	20
FACW species	95	x 2 =	190
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	115 (A)		210 (B)

Prevalence Index = B/A = 1.83

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation
X 2 - Dominance Test is >50%
X 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No** ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: WT1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-20	10YR 3/1	85	10YR 4/6	15	C	PL/M	Loamy/Clayey	Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- X Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- X Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ___	Depth (inches): 1
Water Table Present?	Yes X	No ___	Depth (inches): 10
Saturation Present? (includes capillary fringe)	Yes X	No ___	Depth (inches): 8

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp:11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Northeast of Wixom Rd and Stonebrook Dr. City/County: Novi, Oakland Co. Sampling Date: 4/30/2025

Applicant/Owner: Avalon Investment Group LLC State: MI Sampling Point: WT2

Investigator(s): ASTI - SPJ Section, Township, Range: Sec. 17, T01N, R08E

Landform (hillside, terrace, etc.): Depression Local relief (concave, convex, none): Concave

Slope (%): 1-2 Lat: 42.485761 Long: -83.534121 Datum: NAD 83

Soil Map Unit Name: Brookston and Colwood loams NWI classification: NAD 83

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes X No ____
Hydric Soil Present? Yes X No ____
Wetland Hydrology Present? Yes X No ____

Is the Sampled Area within a Wetland? **Yes** X **No** ____

Remarks:
Associated with forested portion of Wetland A in the southwestern portion of the property.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30ft)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer saccharinum*	40	Yes	FACW
2. *Quercus bicolor*	30	Yes	FACW
3.			
4.			
5.			
	70	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15ft)			
1. *Fraxinus pennsylvanica*	20	Yes	FACW
2. *Quercus bicolor*	10	Yes	FACW
3. *Rhamnus cathartica*	10	Yes	FAC
4.			
5.			
	40	=Total Cover	
Herb Stratum (Plot size: 5ft)			
1. *Lysimachia nummularia*	30	Yes	FACW
2. *Agrimonia parviflora*	10	Yes	FACW
3. *Parthenocissus quinquefolia*	5	No	FACU
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	45	=Total Cover	
Woody Vine Stratum (Plot size: 30ft)			
1. None			
2.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 7 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	140	x 2 =	280
FAC species	10	x 3 =	30
FACU species	5	x 4 =	20
UPL species	0	x 5 =	0
Column Totals:	155 (A)		330 (B)

Prevalence Index = B/A = 2.13

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation
X 2 - Dominance Test is >50%
X 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No** ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: WT2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-8	10YR 3/2	90	10YR 5/4	10	C	M	Loamy/Clayey	Distinct redox concentrations
8-14	10YR 4/2	80	10YR 3/6	20	C	PL/M	Loamy/Clayey	Prominent redox concentrations
14-20	10YR 5/2	70	10YR 5/6	20	C	M	Sandy	Prominent redox concentrations
			10YR 3/2	10	MS	M		loamy sand

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- X Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- X Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- X Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? Yes X No ___ Depth (inches): 12

(includes capillary fringe)

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp:11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Northeast of Wixom Rd and Stonebrook Dr. City/County: Novi, Oakland Co. Sampling Date: 4/30/2025

Applicant/Owner: Avalon Investment Group LLC State: MI Sampling Point: WT3

Investigator(s): ASTI - SPJ Section, Township, Range: Sec. 17, T01N, R08E

Landform (hillside, terrace, etc.): Depression Local relief (concave, convex, none): Concave

Slope (%): 1-2 Lat: 42.485825 Long: -83.532571 Datum: NAD 83

Soil Map Unit Name: Water NWI classification: PEM1Ad

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes X No ____
Hydric Soil Present? Yes X No ____
Wetland Hydrology Present? Yes X No ____

Is the Sampled Area within a Wetland? **Yes** X **No** ____

Remarks:
Associated with emergent portion of Wetland A in the southeastern portion of the property.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30ft)	Absolute % Cover	Dominant Species?	Indicator Status
1. None			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15ft)			
1. *Salix interior*	20	Yes	FACW
2.			
3.			
4.			
5.			
	20 =Total Cover		
Herb Stratum (Plot size: 5ft)			
1. *Phragmites australis*	35	Yes	FACW
2. *Phalaris arundinacea*	10	No	FACW
3. *Solidago altissima*	10	No	FACU
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	55 =Total Cover		
Woody Vine Stratum (Plot size: 30ft)			
1. None			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	65	x 2 =	130
FAC species	0	x 3 =	0
FACU species	10	x 4 =	40
UPL species	0	x 5 =	0
Column Totals:	75 (A)		170 (B)

Prevalence Index = B/A = 2.27

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation
X 2 - Dominance Test is >50%
X 3 - Prevalence Index is ≤3.0[1]
___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No** ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: WT3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-11	10YR 5/2	85	10YR 5/6	15	C	PL/M	Loamy/Clayey	Prominent redox concentrations
11-20	10YR 5/2	70	10YR 5/6	20	C	M	Loamy/Clayey	Prominent redox concentrations
			10YR 3/6	10	C	PL/M		Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
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- ___ Black Histic (A3)
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- ___ Sandy Mucky Mineral (S1)
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- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
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- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
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- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
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- X Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? Yes X No ___ Depth (inches): 9

(includes capillary fringe)

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

PLANNING COMMISSION MINUTES

SEPTEMBER 10, 2025 EXCERPT

PLANNING COMMISSION MINUTES

CITY OF NOVI
Regular Meeting

September 10, 2025 7:00 PM

Council Chambers | Novi Civic Center
45175 Ten Mile Road, Novi, MI 48375 (248) 347-0475

CALL TO ORDER

The meeting was called to order at 7:00 PM.

ROLL CALL

Present:	Chair Pehrson, Member Lynch, Member Dismondy, Member Avdoulos, Member Roney
Absent Excused:	Member Verma
Staff:	Elizabeth Saarela, City Attorney; Lindsay Bell, Senior Planner; Rick Meader, Landscape Architect; Humna Anjum, Project Engineer

PLEDGE OF ALLEGIANCE
Member Lynch led the meeting attendees in the recitation of the Pledge of Allegiance.

APPROVAL OF AGENDA
Motion made by Member Lynch and seconded by Member Avdoulos to approve the September 10, 2025 Planning Commission Agenda.

VOICE VOTE ON MOTION TO APPROVE THE SEPTEMBER 10, 2025 PLANNING COMMISSION AGENDA MOVED BY MEMBER LYNCH AND SECONDED BY MEMBER AVDOULOS. *Motion carried 5-0.*

AUDIENCE PARTICIPATION
Chair Pehrson invited members of the audience who wished to address the Planning Commission during the first audience participation to come forward. Seeing no one, Chair Pehrson closed the first public audience participation.

CORRESPONDENCE
There was not any correspondence.

COMMITTEE REPORTS
There were no Committee reports.

CITY PLANNER REPORT
There was no City Planner report.

CONSENT AGENDA - REMOVALS AND APPROVALS
There were no consent agenda removals or approvals.

PUBLIC HEARINGS

1. **JSP25-02 CAMELOT PARC TOWNHOMES**
   Public hearing at the request of Avalon Park Development, LLC, for recommendation to the City Council for Concept Plan approval under the Planned Suburban Low Rise Overlay provisions. The

subject property is located on the east side of Wixom Road, north of Eleven Mile Road (Section 17). The applicant is proposing 22 townhome units in five two-story buildings.

Senior Planner Lindsay Bell stated the subject property is located east of Wixom Road, south of Grand River Avenue and the Novi Promenade shopping center, and north of Stonebrook Drive in Section 17 of the City. The site is currently zoned R-1 Single Family with a Planned Suburban Low-Rise overlay. The overlay is denoted by the blue boundary and angled hatch on the Zoning Map.

The property on the north-west is zoned the same, with I-1 light industrial on the northeast, I-2 General Industrial with PSLR to the east and south, and R-1 Single-family residential on the west side of Wixom Road.

The Future Land Use map shows Suburban Low Rise for this property and those adjacent to the north and east. Community Commercial is shown to the north for the Novi Promenade retail center. Wildlife Woods Park is south of Stonebrook Drive. Single family uses are shown west of Wixom Road.

Planner Bell stated the applicant is proposing Low-rise multiple family residential units utilizing the PSLR overlay option which are otherwise not permitted under R-1. In the PSLR Overlay, low-rise multiple family residential uses are permitted as a special land use up to 6.5 dwellings per acre. As stated in the Ordinance: "The intent of the PSLR, Planned Suburban Low Rise Overlay district is to promote the development of high-quality uses, such as low-density multiple family residential, office, quasi-public, civic, educational, and public recreation facilities that can serve as transitional areas between low-intensity detached one-family residential and higher intensity office and retail uses while protecting the character of neighboring areas by encouraging high-quality development with single-family residential design features that will promote residential character to the streetscape." The PSLR district requires a Development Agreement between the property owner and the City of Novi, which may be approved by City Council following a recommendation from the Planning Commission. This is the same type of development agreement that the Villas of Stonebrook was approved under.

The subject property has regulated woodlands and wetlands on the property. The applicant's wetland report identified two other wetland areas that are not shown on the City's maps. A total area of 2.4 acres are identified. Of those, 0.37 acre are being impacted. A mitigation area of 0.61 acre is proposed in the northern portion of the site, which meets the City's wetland mitigation requirement. There are a total of 153 trees surveyed on site, 65 of which appear to be regulated woodland trees. 20 woodland trees, approximately 30%, are proposed to be removed, with all required replacement tree credits to be paid into the tree fund. City of Novi wetland and woodland permits will be required for the proposed impacts. Most of the trees along the existing berm on the southern property boundary are proposed to remain and supplemented with additional plantings.

The applicant is proposing 22 for-sale townhome units in 5 two-story buildings. The subject property is approximately 8.24 net acres, so the density is 2.7 dwelling units per acre. The concept plan indicates a walking path through the preserved woodland area. The main entry is through a driveway accessed from Stonebrook Drive. A secondary emergency access is provided to the west connecting to Wixom Road. Sidewalk connections to Wixom Road and Stonebrook Drive are proposed.

Planner Bell stated the Planning Commission may recall that this property had previously been proposed for a development a few years ago that included 46 apartment units in 3 buildings. One of the big concerns at that time was the open parking areas. The current proposal eliminates much of the surface parking by providing 2-car garages for each unit. The number of units has also been reduced by more than half. The access easement to the property from Stonebrook Drive was a condition of approval in the PSLR Agreement for the Villas at Stonebrook in order to limit the number of driveways with direct access to Wixom Road, in the interest of safety.

Planning recommends approval as the plan is in general conformance with the Ordinance requirements but would like to note that the design is deficient in active recreation areas to benefit future residents and other benefits to the public. However, a significant area of the site is proposed to remain wetland and

woodland areas, which limits the ability to add more active recreation. Preservation of those areas in conservation easements could be advised. Inclusion of benches for seating and a small trail loop are provided, and proximity to off-site connections to the City's Wildlife Woods Park and trail networks make up for passive and active recreation to some extent. The proposed layout minimizes the impact on natural features compared to previous layouts that proposed more units.

Two landscape waivers are requested for the absence of a landscaped berm and street trees along Wixom Road. These are supported by staff as providing the berm would require the removal of additional woodland trees and wetland impacts, which already provide the intended screening. And the existing pathway prevents planting of the street trees.

The City's façade consultant found the elevations provided are in conformance with the façade ordinance. Fire does not have any objections and will review for conformance at the time of site plan review.

All reviews are currently recommending approval with other items to be addressed with preliminary site plan submittal. If the PSLR plan and Agreement is approved by City Council, the site plan would require Planning Commission's approval for special land Use, preliminary site plan, wetland permit, woodland permit, and storm water management plan at a later time.

The Planning Commission is asked tonight to recommend approval or denial of the Planned Suburban Low-Rise (PSLR) Overlay Concept Plan to the City Council. The applicant Mr. Jim Polyzois and engineer Jared Kime and their team would like to talk briefly about the project. As always, staff will be glad to answer any questions you have for us, and our environmental consultant is also present.

Planner Bell stated the City Attorney would like to say a few words.

City Attorney Beth Saarela requested through the Chair to give the background on the access drive.

Beth Saarela stated the access drive was a requirement of the Villas of Stonebrook and will also serve this development. There is a public easement over the access drive to Wildlife Woods Park which allows anyone in the general public to use it to access the park. It was stated there is an existing oil well to which the owners of that site use the access drive to access their site.

Beth Saarela stated the background on why this road exists is that the Villas of Stonebrook, like this development, is a discretionary Planned Suburban Overlay Development. The Villas of Stonebrook is a discretionary development because it does not meet many of the standards of the City's Zoning Ordinance. It was noted the development required ten deviations from the Zoning Ordinance in order to be approved. Examples of the deviations include allowing buildings to front on approved private driveway, modifications to the front and side setbacks, reduction of the minimum distance between buildings by five feet, allowance of full time access drives to be connected to a section line road, to allow placement of street trees between the sidewalk and buildings, and several other deviations that do not meet the standards of the Zoning Ordinance. If it doesn't meet the standards of the Zoning Ordinance it cannot be approved unless there is a discretionary option. Pulte was the developer of the Villas of Stonebrook and utilized the Planned Suburban Overlay, which requires in exchange for deviations for the development to provide a public benefit. In order for there to be approval of a discretionary development the developer must show a public benefit. For this development there was no public benefit other than the granting of the public access road to the public park. The road is the only public benefit of the development without which the development could not have been approved. It was also a condition that the adjacent property would be required to use that same private driveway to access Wixom Road so there would not be another cut onto Wixom Road for health, safety, and welfare purposes.

Chair Pehrson invited the applicant to address the Planning Commission.

Jared Kime with Atwell stated approximately two years ago they came before the Planning Commission for a recommendation of approval of a 46-unit apartment complex. Once that recommendation was granted the project went before the City Council. Mr. Kime stated the City Council had different thoughts on how this area of the City should be developed, primarily moving away from rental units and toward a for sale product. He noted they listened to the City Council and retooled the layout. The project before the Planning Commission this evening is a for-sale townhome product with private garages for each of the residential units.

Mr. Kime stated the Villas of Stonebrook is to the east, Target borders the property to the north, and Deerfield Elementary to the south. He displayed a comparison of the existing and proposed conditions and noted they have worked the development around existing conditions to preserve the natural features as much as possible. The impacts to the woodlands and wetlands have been limited as much as possible and all of the mitigation for the impacted wetlands is occurring on the site itself.

Next, Mr. Kime summarized several highlights of the plan features. He noted they are well below the allowable density permitted on the site at 2.7 dwelling units per acre. The plan includes 22 units which is less than half of where they were at previously with the rental unit layout. The proposal includes for sale two-story townhomes with private garages. Additionally, 2.69 acres of open space with walking paths and trails along with bike racks is shown on the plan. From a traffic standpoint, the number of peak hour trips generated in both the A.M. and P.M. are well below the City's thresholds to perform a formal traffic study. He noted an update to the previous traffic study was completed to represent what those peak hour trips would be. The study showed there are a total of seven trips in the A.M. peak hour and a total of 10 trips in the P.M. hour. With the recent completion of the Wixom Road project which installed the left turn lane, there are no additional recommendations for the low amount of traffic that will be generated from the development.

Mr. Kime stated they recognize they are sharing and impacting a portion of the existing road that was developed and belongs to the Villas of Stonebrook homeowners' association. He stated they are proposing a proportionate share contribution towards the maintenance cost of Stonebrook Drive based on length of road that is shared up to the Camelot Parc entrance and the proportionate share of units that utilize the road. This equates to a 7% contribution toward the maintenance cost of Stonebrook Drive, which the developer is willing to participate in an agreement with the Villas of Stonebrook homeowners' association.

Mr. Kime touched on the architectural features of the buildings, noting four- and five-unit buildings are shown on the site plan. The elevations reflect a range of architectural materials and textures utilizing common residential products. He noted the townhomes will be a typical two-story residential product. Mr. Kime shared a rendering which illustrated the view of the townhomes that would be visible as you drive down Stonebrook Drive. He noted the townhomes will not be towering and there is great screening. A second overall view showed the connectivity to the ITC Corridor Trail through Wildlife Woods Park which provides connectivity for active recreation. Mr. Kime thanked the Planning Commission and stated he would be happy to answer any questions.

Chair Pehrson opened the public hearing and invited members of the audience who wished to speak to approach the podium.

Mr. Charles Bilyeu at 26548 Anchorage Court stated he is not opposed to development and was very active in the prior proposal. He noted he would like to give the developer credit as they have made significant improvements to what was proposed prior. However, there are still some significant shortcomings. Firstly, at the last City Council meeting there was a lot of discussion regarding how much involvement there was with Island Lake and Villas of Stonebrook. He stated there was not any involvement with the surrounding communities. The developer has not reached out to either one of the associations. Secondly, relating to the density, it was stated the density is still excessive for what the intent was of the PSLR. If you look at what is being proposed with the buildings, there are still some things with the character that do not match up with Island Lake or the Villas of Stonebrook. In particular the five-unit buildings are

not seen at Island Lake or Villas of Stonebrook. Island Lake is a combination of two-, three-, and four-unit buildings. Villas of Stonebrook consists of two-unit buildings. This creates a lot more density in the area as it is only five useable acres. They are trying to push as much as they can in there. This creates a lot of the deviations they are asking the Planning Commission to approve. If they were to narrow this down and simply make it four- and three-unit buildings, it would fit most of the code requirements and most of the deviations would go away. He noted that is the direction that needs to be taken. Finally, it was stated that this is being marketed as for sale townhomes but there is no plan for what the governance or oversight will be going forward. The neighboring communities all have strong oversight and governance. Without a plan, do we have a series on townhomes where everyone is on their own to keep up with it, what does this mean to the neighboring communities. In summary, Mr. Bilyeu stated this proposal is much closer but is not where it needs to be. He stated the developer needs to come back and talk to the neighboring communities, adjust the density, and fit the character of the PSLR.

Ms. Michelle Duprey at 48566 Windfall Road stated her presentation was done well in advance of the developers' comments this evening. At that time the presentation was prepared it was not known that the developer would be making a 7% contribution toward the road. With that being said, Mr. Duprey stated that she has been a 40-year resident of the City of Novi and has seen many changes in the development of the City. The Villas of Stonebrook offered a little bit of the idyllical setting that originally was remembered as Novi being. It was stated this was a little piece of land that was peaceful without a lot of traffic. I oppose the Camelot Parc development as it stands today. While the changes made from the previous submittal are appreciated the density is still too much for the lot size. However, the primary concern is the use of the private road. History tells us that Pulte made an agreement with the City that the road would provide the only entrance to Wildlife Park. Ms. Duprey stated the City took advantage of Pulte's offer. It was stated the pickleball courts have been so successful that the City has doubled the number of courts and provided more parking spaces. There are also two baseball diamonds, two soccer fields, and on any given weekend there is increased traffic and a buzz of activity on Stonebrook Drive. Traffic has increased threefold to the park with residents accessing the park through a private road that is maintained by the Villas of Stonebrook. It was stated the residents are responsible for the wear, tear, and maintenance of the private road. As it is private, there is no police protection to enforce speed limits or other safety issues. The lighting which paves the way to the park is paid for as well as maintenance of the grassy areas and landscape which beautifies the road. Now the developers would like to use the private road to accommodate the proposed Camelot Parc. There have been no formal talks to my knowledge of shared responsibility. I believe it is only fair and right to compensate the Villas of Stonebrook for the use of the private road. The road is only 25 feet wide and can narrowly accommodate two cars traveling side by side. Earthmovers and construction traffic traversing the narrow road will put an unfair burden and responsibility on the residents of the Villas of Stonebrook. I would ask the developers to consider the benefit of the private road and how they would like to be good neighbors in offering assistance in the maintenance of the road. Mr. Duprey stated at this time she rejects the current proposal due to the numerous road issues and the density on a small parcel of land.

Ms. Deborah Domke at 48801 Windfall Road stated there was an earlier version of this proposed development in 2023/2024 called Avalon Park Apartments and the developer was Wixom Road Development. The current 2025 version is called Camelot Parc Townhomes, and the developer is Avalon Park Development. It was stated the footprints of the two plans is identical. The area that was to be developed initially is the same area that is to be developed now. This means that the environmental problems that we have been dealing with all along are still going to be there, such as trying to build in the wetlands and woodlands. The reasons that the City Council denied essentially the same plan in January of 2024 are the same reasons I believe you should deny the plan now. The PSLR Development Agreement and the PSLR concept plan will not result in a substantial benefit to the ultimate users of the project and to the community given the density and scope of improvements. In relation to the underlying zoning the proposed type of density will place an undue burden upon the subject property, surrounding land, nearby property owners, and the natural environment due to proposed impacts to existing woodland and wetland natural features. In relation to the underlying zoning and the potential use as contemplated in the City's Master Plan the proposed development will cause a negative impact upon surrounding properties due to the proposed impacts on woodland and wetland natural features.

Ms. Domke stated there is an existing viable exit onto Wixom Road in the northwest corner of the property. The white farmhouse to the north has two existing curb cuts onto Wixom Road, this southernmost curb cut is not shown in the drawings. There is no need for an exit onto Stonebrook Drive that would involve cutting a sixty-foot wide opening out of the ten-foot berm already present.

Mr. Marty Hannigan at 48744 Windfall Road stated he objects to the proposed concept plan. It was stated the access easement dated August 7, 2023, was improperly created and wrongfully filed. Pulte was no longer the developer of the Villas of Stonebrook as of March 1, 2023. Pulte's construction and sales period set forth in the Master Deed and condominium documents and the rights reserved to create an easement expired on March 1, 2023. Therefore, Pulte could not have legally granted any access easement after their rights had expired. It was stated the co-owners of the Villas of Stonebrook will now have to file a quiet title action in circuit court if the property title shall be cleared of this encumbrance. Additionally, the location of Camelot Drive and the sixty-foot access easement for the road encroaches on the fifty-eight feet of existing open space preservation easement that exists on our property. The preservation easement was given to permanently protect the area from disturbance or destruction and shall be perpetually preserved. The Camelot Drive access road must be moved fifty-eight feet to the east to move it out of the preservation area. It was stated there is no recorded utility easement. The concept plans point to a sixty-foot access easement which is incorrectly labeled as a sixty-foot existing access and utility easement that is recorded in the liber 58854 page 508. When you read that access easement which is dated August 7, 2023, Pulte chose to grant an access road easement area only for road purposes. There is no mention of granting an easement for public or private utilities in that recorded easement or in the Master Deed. Lastly, we did not negotiate or agree to any such Stonebrook Drive maintenance contribution agreement or to a shared access plan as the developer has implied by including such language in the concept plan. The developer, by including the maintenance contribution calculation and narrative and the shared access on the concept plan, is simply attempting to accomplish access to Stonebrook Drive which cannot be done through the August 7, 2023 access easement. Mr. Hannigan requested that the Planning Commission reject the JSP25-02 concept plan.

Ms. Kelly Iguchi at 48674 Windfall Road stated she is in attendance tonight out of love for the community and is deeply concerned about what the proposed townhome development will take away. It was expressed when the home was purchased it was not just a financial decision. The home was a promise to family of safety, peace, and a childhood for her daughter surrounded by nature and a strong sense of community. It was stated a premium was paid for the location because of those values and now that promise feels threatened. Ms. Iguchi said one of her greatest joys is watching deer wander through the yard, hearing birds in the morning, and feeling connected to the natural world. If this land is cleared the beauty and wildlife that make this place special would disappear. The development will also have an impact on our schools. She stated families move to Novi for the quality of education, but overcrowding will hurt every child's experience. It was expressed that this is unfair to families who have already invested so much in being here. There will be disruption with the construction traffic and permanent loss of privacy and peace. We chose this neighborhood because it is safe and quiet. Finally, it was noted that Novi has plenty of open land. The question was posed as to why we are building in such a way that it destroys an established community and its natural surroundings. Ms. Iguchi asked the Planning Commission to protect what makes the neighborhood special and vote against this development.

Ann Nelke at 48646 Windfall Road stated to start she is not anti-development. She noted underneath the photos of the Mayor and the City Council are several goals both short term and long term. The first of those goals is to review woodland and wetland ordinances and make any necessary revisions to ensure we are balancing the protection of natural resources with development. Secondly, establish an environmental sustainability committee to study all aspects of environmental sustainability in the City and at a minimum develop an environmental sustainability action plan. Thirdly, review and update current board and commission structure and add new boards and commissions as appropriate to maximize opportunities for resident engagement and input to the City staff. It was stated that at times deviations are warranted. An example is where an area of former industrial blight is mitigated to allow something of value and enhancement to Novi and its residents, this is the Villas at Stonebrook. Ms. Nelke stated it is understood that an easement was granted for the Wildlife Park which was for public benefit. Ms. Nelke

stated she would gladly help Novi achieve the City Council's short- and long-term goals and serve as a resident member of the stated board commission on its commitment to thoughtful, sustainable, harmonious housing which ensures protection of our new residents as well as for future generations.

Ms. Grace Wilfong at 48672 Rockview Road stated she has been a resident of Novi for a long time. She expressed a few things that have been noticed which need to be addressed. First, there is no room for a backyard. Secondly, one of the buildings is in the middle of a wetland. This building will separate the wetlands and interfere with the existing wetlands. It was expressed there is no reason seen as to why one of the two curb cuts on Wixom Road cannot be used as opposed to using Stonebrook Drive.

Mr. Steve Potocsky at 48849 Rockview Road stated he is currently serving as the president of the Villas of Stonebrook homeowners association. First, he inquired if the units would have basements. It was confirmed that the units will have basements. Mr. Potocsky stated that the issue of lack of communication needs to be addressed. It was noted at the last meeting when Avalon Park was approved by the Planning Commission that the City Attorney requested the developer contact the board of the Villas of Stonebrook as well as Island Lake. Mr. Potocsky stated it has been two years, and no correspondence has been received. The document which refers to a seven percent contribution toward the road should be discussed if the development comes about. He expressed that they are not anti-development but are in support of safe and fair growth. This proposal as it stands fails that test.

Mr. Mike Kasnick at 26391 Fieldstone stated he is the Island Lake Arbors president. He inquired what the price point of the townhomes will be. He expressed that many HOA's do not have a rental cap built into their documents. It was stated the Arbors is struggling with the number of rentals. There is concern that the townhomes could be purchased by investors and turned into rentals which is not the intent of this property. It was asked if consideration might be made in the original documentation of the by-laws to create a rental cap as rentals are not treated the same as units in which the owners reside in.

Seeing no others, Chair Pehrson requested the correspondence received be read into the record. Member Lynch stated there were 160 objections primarily from Island Lake and the Villas of Stonebrook.

Chair Pehrson closed the public hearing and turned the matter over to the Planning Commission for consideration.

Member Lynch stated he voted against the original proposal due to the apartment buildings not fitting into the area. He noted he is glad to see when it went before the City Council that decision was supported. It was stated the developer has come back with a much better project of townhomes. Most of the deviations are for the reason of protecting the wetlands and woodlands. Member Lynch expressed he would like to see it encumbered by a conservation easement.

Member Lynch stated based on the renderings, the townhomes are about 1,800 to 1,900 square feet above grade. He inquired if there will be a finished lower level.

Mr. Polyzois stated finishing of the lower level will be an option. Additionally, the units will have a covered patio.

Member Lynch stated regarding the covered patio and associated deviation his preference is to see the preservation of the wetlands over expansion. He expressed appreciation to the developer for going back and modifying the proposal. It was inquired of the developer if trees could be planted on site as opposed to a contribution to the tree fund.

Mr. Polyzois stated he is willing to work with the City's landscape architect regarding the planting of trees on the site.

Member Dismondy inquired if the density of 2.7 dwelling units per acre includes the wetlands.

Planner Bell confirmed it does include wetlands.

Member Dismondy stated one aspect that was overlooked with the PSLR is the public benefit and inquired what the public benefit is.

Planner Bell stated the public benefit was not a large part of this review and the offer of a conservation easement could be considered.

Member Roney stated he was not in favor of the previous proposal. He expressed this plan makes more sense and noted this is well within the scope of what could be built as it does conform to the PSLR. He noted he appreciated Member Lynch's comments regarding the conservation easement. There are a good number of deviations but most of them are in order to preserve the wetlands and woodlands. He stated he is in support.

Member Avdoulos stated he appreciates the residents coming forward and expressing their concerns. It is not something that is negated, we listen and try to understand both sides. As indicated, no one is against development, but our charge is to ensure the developers that come forward are following the ordinance. The current property has a PSLR overlay which is existing, similar to the Villas of Stonebrook. It was noted the project has a limited amount of impact on the site and most of the development is planned to the south with a large portion of the property left as is.

Member Avdoulos shared that he was on the board when the Villas of Stonebrook came forward and felt that development was more dense than he personally would have expected but it was following the ordinance. He noted having the lower density as mentioned is appropriate and positive. Looking at the sketches, the architecture blends in with the aesthetics of the Villas of Stonebrook as well as the Island Lake townhomes. It was asked of the developer what the price point will be.

Mr. Polyzois stated the price point will be north of $500,000.

Member Avdoulos conveyed that some have indicated that these developments may have an effect on property values. From what has been observed, these developments next to other developments actually help property values go up, especially if the quality is there. He expressed appreciation for what they have done.

Chair Pehrson stated there was a comment made about property titles.

City Attorney Beth Saarela stated she would like to clarify the requirements of the original PSLR agreement and the private road. The original PSLR agreement for the Villas of Stonebrook not only required the public road it also stated the developer shall provide an access easement on the north side of the proposed entry drive as shown on the PSLR concept plan for future connection capability to neighboring properties to eliminate multiple exits onto Wixom Road. Not only was the public access required, private access for this property was also a requirement of that development. The development would not have been approved without it. There was a question about not being in the property title which is also not accurate. When all the units were sold, the property owners would have been given the Master Deed. It is the document that controls all of the title restrictions on the property. The Master Deed incorporated by reference the PSLR agreement that is being discussed with all the requirements. Owners of the units in the Villas of Stonebrook may go back to the Master Deed document and reference sections 4.6, 4.8, and 6.5 to see that the PSLR development agreement is incorporated into the Master Deed. This notifies that all the easements will be granted by the developer. If there was a quiet title action that cleared an easement what the City would then have to do is go back and get the same easement from the condominium association because it is a requirement of the development agreement and the site plan. If it wasn't granted there would then we a site plan violation that could be taken to court.

Chair Pehrson stated there was mention of a rental cap.

City Attorney Beth Saarela stated that the rental cap would be discretionary with the developer.

Chair Pehrson inquired of the developer if a rental cap had been considered.

Mr. Polyzois stated he had not considered a rental cap due to the price point of the units. When the unit is treated as a non-homestead the taxes will be considerably higher. He stated it is something that can be looked into further, but it is not something he is looking to impose.

Chair Pehrson stated he agrees with the additional tree planting on the property and the record will reflect the desire for those additional plantings as well as the conservation easement. He noted the other point that was brought up several times is the lack of communication between the developer and the neighboring communities.

Mr. Polyzois stated when the journey with this property began three to four years ago the Planning Department provided Mr. Potocsky's contact information. Mr. Polyzois expressed he reached out to Mr. Potocsky and a meeting was coordinated. Several residents from both the Villas of Stonebrook and Island Lake attended the meeting. Mr. Polyzois stated he told them what the vision was for the property. There was communication up to and through the approval at the Planning Commission meeting for the apartment complex and rejection at City Council. After which there was not a need to engage until earlier this year when it was communicated that the plan had been changed to twenty-four for sale townhome units. Mr. Potocsky expressed he was still not in favor and would prefer duplex units similar to the Villas at Stonebrook. Many months later the plan was revised down to twenty-two units, and a text was sent notifying Mr. Potocsky that the plans had been revised.

Chair Pehrson stated he appreciates the ability to reach out. He noted in a case like this we could always do a better job communicating. He is in agreement that the revised plan fits the area with much less density and believes this is a viable plan.

Motion to recommend approval of the Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan to the City Council made by Member Avdoulos and seconded by Member Lynch.

In the matter of Camelot Parc Townhomes JSP25-02, motion to recommend approval of the Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan based on the following findings, City Council deviations, and conditions:

1. **The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. [*The applicant proposes a walking trail through a 0.77acre area of woodland to be preserved, which is 0.05 acre short of the 10% site area requirement. There is also a requirement for 200 square feet of private open space per unit that is not fully provided, but each unit will have a covered porch of about 125 square feet. There are benches in separate locations as enhancements of the common open spaces shown on the site. Since so much of the property is wetland area and wetland mitigation to be preserved in Conservation Easements, it is difficult to achieve some of the "active" open space requirements. The site would have a connection to Wildlife Woods Park, the extensive pathway system within Ascension Providence Park hospital campus to the east and ITC Trail.]***
2. **In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. [*The estimated number of daily vehicle trips is 132, which is less than the 750 trip threshold for a Traffic Study. Peak hour trips also do not reach the threshold of 100 trips (Estimated: 5 peak hour AM trips, 10 peak hour PM trips). The proposed use is expected to have minimal impacts on the use of public services,***

facilities, and utilities over what the underlying zoning would allow. The proposed concept plan impacts about 0.37 acres of existing 2.41 acres of wetlands and proposes removal of approximately 20 of the regulated woodland trees. The plan indicates appropriate mitigation measures on-site and payment into the Tree Fund for the replacement credits.]

3. **In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties.** *[The proposed buildings are buffered by landscaping and preserved natural features. The multi-family residential use is a reasonable transition from the two-family and one-family developments to the west, east and south and the commercial shopping center to the north.]*
4. **The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article [Article 3.1.27].** *[The proposed development could help provide for missing middle housing needs that are walkable to the commercial areas to the north, which is recommended in the City's Master Plan for Land Use. The area was included in the PSLR overlay in the Master Plan and Zoning Ordinance, which permits multiple-family uses as a special land use. The proposed arrangement of buildings and site layout minimizes the impact on existing natural features.]*
5. **City Council deviations for the following** *(as the Concept Plan provides substitute safeguards for each of the regulations and there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District as stated in the planning review letter)*:
    a. **Deviation from Sec. 3.21.2.A.i to allow development to front on an approved private drive, which does not conform to the City standards with respect to required sixty foot right-of-way, as the road was previously approved for the Villas at Stonebrook development, and because the shared access reduces the number of curb cuts on Wixom Road;**
    b. **Deviation from Sec. 3.21.2.A.ii.d. to allow two buildings to be a minimum of 25 feet apart (minimum 30 feet required) as the remaining buildings are properly spaced, and the 5-foot deviation is relatively minor;**
    c. **Deviation from Sec. 3.21.2.A.iii.c. to allow parking spaces to be within 8 feet of a building (15 feet minimum required), as they are no closer than the driveway parking permitted;**
    d. **Deviation from Sec. 3.21.2.A.v to allow a reduction in the minimum required private open space (4,400 square feet total required, 2,750 square feet provided), as constructing additional private open space would cause greater wetland and woodland impacts;**
    e. **Deviation from Sec. 3.21.2.A.v to allow reduction of minimum percentage of active recreation areas (50% of open spaces required, approximately 29% provided), and less than 10% of the total site (9.4% proposed),** *as the development proposes connection to Wildlife Woods Park, which contains connections to the Providence and the ITC tail systems, and providing additional active recreation would cause greater wetland and woodland impacts;*
    f. **Deviation from Sec. 3.21.2.A.iii and Sec. 5.5.3 to allow absence of required landscaped berm along Wixom Road north of the emergency access drive due to resulting woodland impacts and there is no development proposed in that area. In addition, the berm south of the access drive is not long enough to provide undulation.**
    g. **Deviation from Sec. 3.6.2.M to allow deficiencies in the required 25-foot wetland buffers north of Avalon Drive, with the condition that the developer install signage and plantings to prevent mowing and other disturbance.**
    h. **Deviation from Sec. 5.5.3.B(10) to allow a deficiency in street trees along Wixom Road, as the existing utility easements and pathway do not provide room for them.**
    i. **Deviation from Sec. 5.10.1.B.ii to allow a minor drive to exceed 600 feet, because the anticipated traffic for 22 units is low and a major drive would require wider road**

width and not permit perpendicular visitor parking, and would be unnecessary for this small site and cause greater impacts to natural features.

j. **Deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property boundary, due to conflict with existing wetlands and woodlands.**
k. **Deviation from Design and Construction Standards to allow sidewalks to be placed adjacent to the curbed roadway, as to locate them further from the road would cause greater impacts to natural features, and traffic volume and speeds are low.**
l. **Deviation from Code of Ordinances, Section 11-256, to allow an absence of sidewalks in some areas north of Avalon Drive, as there are no buildings adjacent to those areas, and building the sidewalks would cause greater impacts to wetlands.**
m. **The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Preliminary Site Plan.**

This motion is made because the plan is otherwise in compliance with Article 3, Article 4 and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

ROLL CALL VOICE VOTE ON MOTION TO RECOMMEND APPROVAL OF THE PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY DEVELOPMENT AGREEMENT APPLICATION AND CONCEPT PLAN TO THE CITY COUNCIL MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH. *Motion carried 4-1 (Dismondy).*

2. **TEXT AMENDMENT 18.306 – PROPOSED AMENDMENTS TO CAR WASH STANDARDS**
   Public hearing for Text Amendment 18.306 to reclassify auto washes from Principal Permitted Uses to Special Land Uses in the B-3 District subject to new conditions, and to amend various additional sections of the ordinance as determined necessary.

Senior Planner Lindsay Bell stated earlier this year, the Ordinance Review Committee (ORC) requested Staff look into the current Zoning Ordinance standards for Car Wash facilities.

In recent years, the City has received many inquiries to develop car wash facilities. The proliferation of this use is a nation-wide trend. Today about 80% of car washes are done at a commercial facility compared to about 50% in the 1990s. In addition, the car wash model is very attractive to investors because the low labor requirements and convenient membership models bring in big annual returns. Some forecasts predict that the number of car washes in the U.S. will double by 2030.

The risk of continuing the trend to build more car washes is oversaturation of the market, with the revenue of existing car washes decreasing with each new one that opens as they compete for customers. Due to the specific design of a car wash building, if the business closes, it could be difficult to repurpose the structure for another use.

In the City of Novi, Auto Washes are a principal permitted use only in the B-3 General Business District. There are no specific use standards except for the requirement that they are completely enclosed in a building. Otherwise, they are expected to comply with the requirements of the B-3 District for building and parking setbacks, and building height (Section 3.1.12).

Section 3.10 contains Required Conditions for the B-1, B-2 and B-3 Districts, and states that overhead/service bay doors shall not face a major thoroughfare nor an abutting residential district. Car washes often must seek a variance from the Zoning Board of Appeals for this condition because of the long tunnel design typical of car wash buildings with an entrance and exit door make it difficult to avoid having one overhead door facing the road. Modern car washes often have outdoor vacuum stations as an accessory use, which does require an outdoor component.

CITY COUNCIL MEETING MINUTES
DECEMBER 1, 2025 - EXCERPT

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, DECEMBER 1, 2025, AT 7:00 P.M.

Mayor Fischer called the meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Council Members Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt

ALSO PRESENT: Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Tom Schultz, City Attorney

APPROVAL OF AGENDA:

CM 25-12-148 **Moved by Casey, seconded by Smith; MOTION CARRIED: 7-0**

To approve the agenda as presented.

Roll call vote on CM 25-12-148 **Yeas: Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer**
Nays: None

PUBLIC HEARINGS:

1. **Program Year 2026 Community Development Block Grant (CDBG) Application**

Mayor Fischer opened the public hearing at 7:01pm and closed it at 7:02pm with no public comment.

PRESENTATIONS:

Annual Comprehensive Financial Audit for year-end June 30, 2025 – Rehmann

City Manager Cardenas said every year we go through this exercise where we audit our books and bring in an outside auditor. Rehmann has been under contract for several years now. Mr. Nate Baldermann, our engagement principal, will bring everyone up to speed for our fiscal year 2024-2025.

Mr. Baldermann said he usually talks about the Independent Auditors' Report that's included in the 200+ page document that's included the Councils' packets. He said they issued an unmodified, or clean, opinion. That is what you're looking for when you get an audit. It means you can rely on the information that's in the document to make management decisions. He said the second report is on internal controls and is a two-page document that is sometimes referred to as a Yellow Book report. It's a report that's done on government auditing standards. In that report, they are required to report any material weaknesses or significant deficiencies that come to their attention as a result of

Novi. There are roughly 50,000 adults with 40,000 of them being on LinkedIn. This is a strong indicator of professional engagement in the community. The average compensation for Novi professionals is around $85,000. Most are white collar workers with about 5,000 in the automotive industry. As expected, Ford and GM are two of Novi's largest employers, each with around 600 local employees. 8/10 of our top employers fall within automotive or healthcare which means we have some strength, but we also have some concentrated risk. His goal with this committee would be to help Novi maintain its strong relationships with these anchor employers while diversifying some of our local economy such as Miracle Software Systems. It is a Novi-based IT solutions firm and Novi's fourth-largest employer. It shows how technology-driven companies can thrive here. He'd love to learn from their story and see how Novi can use that to attract other similar firms to the area. Finally, he thinks there's a great opportunity to continue building strong bridges with our local universities—Michigan State, University of Michigan, Wayne State and Eastern Michigan all have strong alumni and student ties here in Novi. They can continue to play in great ways and continue to keep people in Novi as kids go to these colleges. In short, he is approaching this role with curiosity, data and a collaborative mindset.

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

The head coach of a Novi Middle School Robotics Team, FTC Team RapidRobots (#10477) introduced himself. He was proud to share that this team qualified for the Michigan State Championship, a recognition the students earned through their hard work, innovation and strong teamwork. These students have designed, built and programmed a competition robot while also developing real world, STEM-minded leadership skills. The students are excited to present their work today and showcase the impact that robotics education is having on our youth and community. Team 10477 introduced themselves and said they have been designing robots, driving innovation and making a real difference in our community through hands-on outreach for the past 10 years. Their vision is to be a bold team, driven by core values, uplifting others, embracing challenges and leaving a lasting impact. Their mission is to grow as a socially-responsible team, pushing engineering boundaries and creating meaningful change on and off the field. This season, they took the initiative to reach out to the Richmond International Park School in Bosnia. After a tremendous amount of effort, this initiative led to the creation of Bosnia's first robotics team. They have also worked with multiple robotics teams in India and Japan. The students then explained how their team is divided into different groups that all work together to make a successful robot. They highlighted the various community out-reach work that they do. They thanked the Novi community for their support.

John McKenzie, an attorney with the Warner Norcross law firm, said he has been retained by the Villas of Stonebrook Condominium Association to place an objection to the site plan proposal for the development of Camelot Parc. He said Stonebrook Road is a

private road that is owned by the association. Camelot Parc is proposing to take an easement from the developer for ingress and egress into their new development. On the law, there are only three ways to have an easement. One is by prescription, two is by necessity and the third is by express grant. Express grant is what the township is dealing with in this proposal. He said the developer tried to reserve the right and the master deed. The issue is that it's not properly reserved. The grant is not correct. Under the Michigan Condominium Act, a developer may reserve a right to grant a future easement so long as the right is clearly reserved and defined in the master deed. He said in this master deed, we are dealing with Section 6.2 or 6.9. If you read Section 6.9, the developer reserved a right to grant a future easement to benefit the land. That's specifically defined in Article 2. If you look at the definition of land in the master deed, it's specifically the Villas of Stonebrook—not Camelot. The purpose of a future easement is for access roads to the units of the Villas of Stonebrook—not Camelot. The importance of this is that you can't expand the easement rights. They are strictly governed by the document, and the document did not properly reserve the right for the developer to provide an easement that benefits a separate development that is not the Villas of Stonebrook. He said he is aware of the PSLR agreement. He has reviewed that and he does not believe that it suffices under the Condominium Act to reserve the right to grant the future easement. He said the second issue is that Camelot Parc intends to tap into a utility easement that is in Stonebrook that benefits the township. He believes that is improper for the same reasons. He said the third issue is that, hypothetically, even if the developer did properly reserve the right to grant a future easement to a separate development, it would be problematic because Stonebrook is a private road owned by the Stonebrook Village Association. There are issues with maintenance and safety concerns. He said it is for all of these reasons that they are asking Council to reject the proposal from the developer to grant any easement rights off of Stonebrook for the benefit of Camelot Parc.

Venkat Thalla said that he has been a resident of Michigan for 27 years. He has spoken to Council a few times. He said Council is now made up of 11 members. These members came and finished the work. Whatever the task, whatever the transaction I wanted to do, they had already done it. He has learned in the last few days that our state is the 26th state. He has spoken here about 26 keywords and 26 milestones. He saw our previous two years' back runner up mayoral candidate. If he had used the write-in feature then, he would have already been a Council member. He mentioned that Mr. Martinez is an attorney. He said that Mr. Martinez obviously wanted to be a Council member or Mayor. He said he wants everyone to be educated about what is already within.

Deborah Domke 48801 Windfall Road, said she would like to speak against the possible approval of Camelot Parc. She spoke about an existing alternative access point for Camelot Parc in the northwest corner of their property. She said it shows in some of the diagrams and not in others, but it does exist. She pointed to a yellow semi-circle on a map of the City of Novi, Oakland County, Michigan, PSLR Overlay Preliminary Plan. She said there are two curb cuts into Wixom Road. The one is north of Camelot property and the other is in the northwest corner of it. She said on the newest submission from Camelot Parcs, it shows no curb cut at all. It's totally missing as though there is no egress available from their area. The next picture is dated December 1, 2025 and shows that existing

ability to egress onto Wixom Road. The third one shows where they have crossed out that egress point. She said she doesn't know why. It is available to them to exit onto Wixom Road. She then presented a picture of what she would suggest as an egress for Camelot Parc. She suggested that they build a road going up that would intersect with that existing curb out. She said there is no need for an exit onto Stonebrook Drive that would cut a 40' x 60' long chunk out of the existing 10' high berm that they all love and that protects animals behind it. She said she and the other residents at Stonebrook believe that there is no valid easement from Stonebrook Drive to the Camelot Parc property. She said the easement they refer to is invalid. She said it was signed after the HOA turnover and that Pulte had no legal right to sign it. She asked that the City pause approval until legal, safety and infrastructure issues are resolved.

Pat McLaughlin, 48667 Windfall Road, thanked Council for turning the Camelot apartment complex back to the developer so they could change the whole concept. She said they have been told more than once by the Planning staff and the Building Commission that this project is much like theirs at Villa of Stonebrook. She said she disagrees. She said even though they both have deviations; their development turned a blighted area into a beautiful community. Their development is a rare and desirable ranch-style condo neighborhood. There aren't very many children in the community, so it's a win for the City. Also, comparing the project proposal, she said they're going to make a one-time $30,000 investment in Wildlife Woods Park. She said they would be maintaining a road forever. It would require care and maintenance every year. She said the City is in a sweet spot. Stonebrook Drive is private to the advantage of the public when it suits the City. It's also private when it's an advantage for the City. Public when the City increased wear and tear on the road when it established a trail head for ITC trail, brought in huge construction equipment to double the pickleball courts and triple the parking lot size. It increased the rentals there and the play field capacity at the park. Now, it wants curb cuts. She said all of this is on the back of 84 people to pay for the care and maintenance of this road. There is no need for the City to support any City services such as police protection, road care and maintenance, landscapes, snow removal, the removal of graffiti on benches at the park entrance. She said it's 84 people. Breaking the berm in the wetland could expose us to water issues and accepting a document from Pulte behind our backs when we own the property and they don't. She said she thinks they're being abused and that the City needs to pay attention to the 84 people.

Bashim Ayoub, 48648 Rockview Road, said he came for two things. One of them is about Stonebrook Road. He said it seems like the developer of this new project went around the residents and somehow worked it out with Pulte, but Pulte has no control over that road. The road is owned by the Association of Stonebrook. For something to go around the residents, that would be illegal and we should look at the legal ramifications of that. The second item he wanted to bring up is if and when they start construction, maybe the City can grant them a side road to Wixom Road during construction. Otherwise, he believes it will be a total mess. He said he's worried about the safety of the kids coming out of school and how the city handles that. If there could be an access road from that particular development to Wixom Road, that might ease some of the safety concerns they have. He thanked Council before he took his seat.

Steve Petocsky, 48849 Rockview Road, said he is the current president of the Villas at Stonebrook Association. He said it's been a lot of fun being an owner there over the last five years and seeing the ups and downs with this project and some other things that have gone on. Regarding the issue of the easement, he said the attorney said it best. He wanted to highlight that all the owners had master deeds and bylaws that may or may not have reflected a potential easement, but the establishment of the easement after the fact really destroyed their property values in many regards. He said he just doesn't think it's a fair and positive way of doing business. He still questions how they could do that along with the developer, the City Attorney and Pulte Homes when the ones that are most affected are the 84 residents and they didn't get a seat at that table. He believes this is wrong. He said his other thought is that when the apartment project was rejected, there was a comment on the entirety that said the city was going to find something that would be homogenous with the community, more in standing with what's going on. He questions what is in it for people a little bit older that might need first-floor compensated space as far as master suites or space for bedrooms. He said that Council approved a complex a couple of weeks ago where the developer was very proud to say that they would be providing 50% first-floor suites. He appreciated that question being brought up in that meeting so he could understand that. He would like to see something like that around them, too, something that would be more homogenous with their situation.

Ann Nelke, 48646 Windfall Road, said she concurs with all of the formal obligations stated by the Villas at Stonebrook HOA Board of Directors. After attending the September 10, 2025 Planning Commission meeting and voicing her objections, she noted that the Commissioners cited data from the City of Novi's Master Plan. She subsequently spent hours reading more than 160 pages of the Master Plan as it is available on the City's website. She said between the years 2020 and 2025, 1% of developments in Novi consist of ranch condos or homes, in spite of the fact that 40% of the population is over the age of 45 and are considered mature, experienced working professionals who feel stuck in their homes as they want to downsize in their community. Unlike many Michigan communities, over 40% of housing stock in Novi is in multi-unit townhouses or apartments. Among every age demographic, in Novi, a mean percentage of 82 desire detached single-family homes with 22% favoring townhouses even 10 years from now. A table on page 94 shows the current build-out status for Novi. 91% is already built out. 5% is property which could be redeveloped or repurposed and 4% remains undeveloped. The Villas at Stonebrook provides an example of redevelopment which also meets the desires and needs of the majority of residents. Here was an area of former industrial blight which checked all of the boxes for single-level living with age in place being met as well as smaller footprint homes, 1700-2100 sq ft. A search on realtor.com this afternoon had five listings that were ranch units. Conversely, there were 31 townhouses. Of the proposed future developments, the vast majority are townhouses, apartments and large- footprint homes. Perhaps it is time to heed what the residents wish to see. She thanked Council and took her seat.

Roll call vote on CM 25-12-151 **Yeas: Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz**
Nays: None

3. Consideration tentative approval of the Camelot Parc Townhomes Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan.

City Manager Cardenas said that what they have before them is an updated plan for Camelot Parc Townhomes which has been submitted for a vacant parcel totaling 8.24 acres south of Novi Promenade Shopping Center east of Wixom Road. The previous 2023 plan was denied for a previous PSLR request on the site with 46 apartment units. This new plan is the development of 22 townhomes and five two-story buildings. The units would be for sale, and each would have a two-car garage. Such property is zoned R1 One-family Residential with a PSRL overlay. This is just a tentative approval. This will come back to City Council for final approval of the actual PSLR agreement.

City Manager Cardenas said much has been discussed regarding the maintenance of the road that is a part of the Villas at Stonebrook's PSL agreement. Back in 2018, based on representation of the developer of this proposed development, the developer is willing to pay some amount toward the maintenance of the road. He said Council would see in the packet that the proposed motion, if Council decides to move forward with this tonight, includes a condition that the Camelot Parc developer will pursue in good faith a reasonable maintenance agreement for the maintenance of Stonebrook Drive. He said that arrangement would be between the two private parties and would not directly involve the city outside of the city reviewing any draft document that may be presented. He said the developers and staff including Ms. Macbeth and Ms. Bell were in the audience and could answer any questions.

Mayor Fischer asked the developers if they wanted to make a presentation or if they preferred to answer questions. The developers stood, thanked the Mayor and said some of the Council may have remembered their previous endeavor when they were denied. They highlighted a few points for any new members attending. They said the City was not looking for a renal component, but instead something that was more uniform with the adjacent Villas at Stonebrook projects that has private garages rather than parking on the streets for everyone. They listened to Council, went back and reworked the layout. They reduced the number of units to fit a townhome product-for-sale unit. These are typically two-stories. The developers showed an updated version of the plan dated December 1, 2025 which they believe met the requests of the Council at that time. They showed the location of the site south of Target, west of the Villas at Stonebrook and north of Deerfield Elementary School. The existing site has a fair amount of woodlands and wetlands occupying the property. The layout is very similar to what they've seen before. There is a different orientation of the buildings with the drives with the intent to minimize the impacts to the existing natural features on the property. This will make it so they can preserve those when they provide a preservation easement over top of the woodlands and the wetlands on the property.

The developers said the project density is only 2.7 dwelling units per acre which is well below the allotable density on the property. They highlighted a couple of points. They said they talked about the two-story for sale townhome units with private garages. There is a lot of open space. It's natural features, so it's not active open space, but they are providing a walking trail that meanders back through the wooded area with some benches to create a private active recreation within the development itself. It'll also be in close proximity to Wildlife Woods Park which presents a great opportunity for Novi residents to use the park and the pickleball courts and enjoy the facilities that the city offers here. They said this leads to the public benefit donation to improve those facilities—redo the bathrooms, repaint the structures, make it all nice for our residents and the residents of Novi who visit the park.

In terms of other public benefits, traffic and the intersections will be less congested by utilizing the shared access to Stonebrook Drive. Reducing the number of access points to Wixom Road improves safety. The type of housing provides an alternative type to serve the middle market for those people who aren't in the position where they want to be in a full, single-family home. This type of housing can serve those that are just starting out or those who are interested in downsizing. This development will enhance the habitat on the property by removing the invasive species that are currently there and planting native seeding to promote new growth within the wetland areas. As part of the construction process, they will build their own on-site wetland mitigation for all of the wetlands that are impacted. They will also enhance the emergent wetlands by placing other habitat structures within that wetland. These would include places for birds to perch, places for snakes to crawl under and developing new wetlands to try to promote the habitat within the existing wetlands on site.

Regarding the traffic, the developers said there are very few units on the development site, meaning it is a relatively low traffic generator—especially relative to the adjacent Villas at Stonebrook. They have four times the amount of units as this proposed development which means they produce four times the traffic. The thresholds on the studies are well below any of the city requirements to perform a formal study. With the recent improvements along Wixom Road (adding in the left turn lane into Stonebrook Drive), there is no longer a need to add additional improvements along that corridor. As City Manager Cardenas discussed, this development will be utilizing Stonebrook Drive. It is only fair that they contribute to a maintenance responsibility for the shared component based on the volume of traffic this development will generate and the length of the drive their residents would be using. Those numbers boil down to 7%. That's their position on the shared maintenance they are proposing to the HOA. That agreement needs to be finalized between the developers and the HOA.

The developers showed a slide of some architectural elevations. They highlighted some of the features such as using mixed-use façade materials to create some architectural diversity. They compared their designs with the existing architecture at Stonebrook Villas to show how they would look similar. They showed their proposed landscaping including supplemental tree plantings and retaining the existing trees within the woodlands. They

showed some street-view renderings along Stonebrook Drive where their development had been superimposed. They demonstrated that, with the large, mature evergreens along the existing berm, you can barely see the new development. They finished their presentation by showing a slide highlighting the proximity to Wildlife Park. They thanked City Council and offered to answer any questions.

Member Heintz asked the developers what the size of a potential conservation easement would be. The developers said it would cover all of the existing areas that have been designated as actual woodlands as well as the existing and proposed wetland mitigation areas. The exact boundary of that mitigation area needs to be delineated with a written description, but the intent is that it will cover all of those existing features that will remain and be preserved on the property in perpetuity. Member Heintz asked if there is a size the developers can share, saying that it is hard to vote on something without having all the information. The developers said they don't have specifics on how much acreage that is on the woodlands, but they'll preserve basically the entire north area of the property, the existing wetland you see up on the north, all those open green space areas and all those trees there. Basically, the north half of the property with the exception of the detention pond that's in there. Member Heintz asked for a range. The developers said the acreage on the property is about 8 acres. They guesstimated that this is in the range of four acres or so, or half the property. The developer said they'll have exact numbers in the site plan process.

Member Heintz said there were different wetland categories in the packet they were given by the developers. He asked if all the category types were factored into the .37 acres of wetlands that are impacted. The developers said yes, when wetlands are impacted, the mitigation they have to recreate is "in kind," meaning that if they impact wooded wetlands, they must recreate wooded wetlands at a specific ratio. All of those are accounted for in the proposed mitigation design. They need to put the detail into that mitigation design, but the area has been allotted for the recreation of those wetlands. Member Heintz asked what the total amount of wetlands that's impacted. The developers said .37 acres and that the mitigation provided is .61 acres mitigating out of that. This means it's an increase of overall wetland acreage on the property because of the mitigation ratio. Member Heintz asked if that's roughly 1 acre of wetlands that is impacted or if it's different because of the ratio. The developers said there is only an impact of .37 acres of wetland. That is all that is impacted. .37 acres is what is impacted and because of that, the developers will create .61 acres. The developers said they worked very hard to fit this layout into the available upland area and minimize the impacts to wetlands because the City requires that any impacted natural features, the wetlands, be mitigated on site. They worked with the township staff to figure out how they can fit it all together, making sure they had the available space to provide the required mitigation on site.

Member Heintz then asked about the deviation request for the 25' buffer. The developers then clarified and said when you're creating a wetland impact, you don't want to create an additional 25' of impact of actual wetland and then just call it a buffer. The buffer is an imaginary line around an existing wetland that you try to stay out of. When you're

creating this impact, you are inevitably within the buffer because you're impacting the wetland itself. To mitigate that, they will provide additional plantings, signage and delineation around where the impact limit would be in those wetlands to recreate that visual barrier that would make it clear where you can go to maintain the finite yard space adjacent to it.

Member Heintz said he appreciated that clarification because it is a concern of his. The developers reassured him by saying they have signage in the package that specifically addresses the mowing and fertilizer. The city staff has requested that they include additional plantings to create that perimeter border of the wetlands there to help further buffer anything from migrating into the actual wetland itself. Member Heintz thanked them for their responses.

Member Staudt asked the developers to explain what their roles are. The first developer spoke and said he is Jared Kime, the project engineer with Atwell. The second person introduced himself as Jim Polyzios, the property owner and developer. Member Staudt asked them if either of them had been at the last meeting when Council rejected this proposal. They said yes. Member Staudt said that, at that time, they told the developers that Council wanted to see something similar to what was there. He said apartments were completely out of line at that time. Member Staudt said this is not really something that is like what is there.

Member Staudt said the trade-off always is are we going to use the wetlands, mitigate and expand the footprint to have the single-floor condos like the ones that are in the Villas. Member Staudt he was there eight years ago when Council went through this whole thing that was a very controversial development for many, many reasons. He said a lot of people pushed back. There was a lot of contamination on the property. It was a hard sell, but they ended up doing it because they thought it was the right thing to do at the time. Now, here is this property. Member Staudt asked Mr. Polyzios how long he has owned the property. Mr. Polyzios said he has been affiliated with this property for five years. Member Staudt asked who had owned it prior to that. He also asked if it had ever been an option for Pulte to develop further onto that property and they chose not to or if it had been owned by someone who didn't want to sell it at that time. Mr. Polyzios said Pulte owned it at the time and they were interested in a development scenario with them. It never materialized in the way that they wanted with the apartments, so he phased out and they continued on to develop this site. Mr. Kime said he doesn't believe they can speak to what Pulte wanted to do with the property. Member Staudt said he was just wondering because he thought they made it fairly clear when they were here the last time that they wanted to see something similar, something homogenous to what the Villas is. Member Staudt said this new proposal really isn't and that when you look at the crowd here, the Villas filled a very important void that Novi had at the time and they are looking to expand that. They would like single-floor units where someone can go after they're ready to sell their 3,000 square-foot house. The Villas has worked out extraordinarily well. They have a very organized community. He would have liked to have seen a proposal more in line with that.

Member Staudt said he was just being honest. He asked the developers if they had ever had an opportunity to meet with them. That was something Council had asked the developers to do in 2023 when they were here last. Council has heard that they didn't. He asked the developers if they had had an opportunity to sit down and talk with them. Mr. Polyzios said he had reached out to Steve, the HOA president. He had someone from the HOA board reach out to him after the Planning Commission meeting who wanted to meet with him to get a better understanding of the shared contribution of the road maintenance scenario that he was proposing. They set up a date and time to meet. The member from the HOA board called a couple of days later to say the HOA was going to retain an attorney and explore their options.

Member Staudt asked Mr. Polyzios if he considers 7% a good faith offer. Mr. Polyzios said it was a formula, a starting to point to discuss. Member Staudt told him to forget formulas and he raised the question if Mr. Polyzios considers it a good faith offer. Mr. Polyzios says it's proportionate to the number of units that Camelot Parc with have versus what the Villas at Stonebrook have. Member Staudt said he believes Mr. Polyzios is low-balling considerably. Member Staudt said they talked about this road at length when they approved the Villas. He said they all knew exactly what they were doing at the time. None of the residents were there at those meetings. He said he was there, Laura was, Justin probably wasn't, the rest of Council wasn't. He said they were very clear that that property was owned by somebody and needed access and that they didn't want a curb cut onto Wixom Road. Before anybody else was affected by this, they made the decision about the easement. They also made the easement decision as it related to our property and our park property. He said this isn't a case of trying to dump a bunch of burden on the Villas owners. This was all decided well in advance. He said they could have plenty of "dueling lawyers" talk about the intricacies of this, but he is not really interested in that; he knew their intention and he believes it was recorded very clearly. He believes any judge is going to be in very much support of them. He said they don't have a dog in the hunt. What they want is fairness. In this case, he said the developers have to think a little bit more about what they're going to do working with this homeowners' association, which, he said, unfortunately for them, is very organized and has a vision of what they're looking for. On the flip side, they have every right to develop the property, and he would love to see something that is more in line with what is in the Villas currently. He said this is what the developers brought forward and Council doesn't get to make decisions about how they develop things and what projects they bring forward. Some people in the social media world think the City Council is making these decisions, that they want townhouses all over Novi. Member Staudt said that is not the way it works. He said they take on what comes to them and then they try to act fairly with both the developer who has an investment and the property owners that are around it. He said this isn't a terrible proposal, but it is not consistent with what he thinks they made clear that they are looking for.

Member Staudt said there is always a trade-off between green space and density. He said the developer wants to put things together tighter and have more green space. The options are limited. You don't have single-family buildings when you have green space. He said the developers brought a proposal that is preserving green space like nothing

else he has seen in a long time. He applauded the developers for that. He said he really thinks the developer needs to go back and reconsider something that is in good faith—forgetting percentages, quotas and ratios. He said he will not support this proposal if it comes back in two or three months. He said that if Council pushes it forward, it will need to have a better and more fair understanding between them and the existing homeowners' association.

Mr. Polyzios said he'll sit down with the HOA board and discuss an increase in the proposed contribution for the maintenance of that road. He said he has no problem meeting with the HOA. He has been wanting to do that. He thought he had it in place and they rejected it saying they were going to hire an attorney. Last time he was here, he proposed apartments. He listened to everyone. Council said they needed to reduce the density and that they wanted for sale products. He builds detached condos and attached condos in Rochester Hills, Oakland County. When he looks at this map, he sees an elementary school and a middle school which makes him think this is an ideal place for families getting started. You're close to those schools. You're close to a park. He said this proposal is for 22 units—not 200.

Member Staudt said he appreciates that they came back with half the density. He said the garages absolutely dropped dead. He said nothing says a rotten development more than carports. He was pleased that the developer came back with garages. He said this was a vast improvement over what they proposed the first time. He said he would not support a curb cut or a road going through the wetlands to get to Wixom Road because that doesn't make sense. He said what makes sense is a good faith negotiation between the developers and the HOA. He said overall, it's not perfect, it's not exactly what he wanted, but it is something he could support because he does see a tremendous effort to preserve a big area of green space and that's one of the things that is important to Council right now.

Mr. Kime said somebody had mentioned construction access. He said it would be their intent that the emergency access drive location that they have that comes off Wixom Road would be used as construction access. They would not be pulling construction equipment in through Stonebrook Drive. It would be coming directly off Wixom Road. Member Staudt asked how they would get through the wetlands. Looking at the map, Member Staudt said it's off the stub right there. Mr. Kime said yes, it's right off of here in this area. Mr. Kime said there is a new pathway that is right up to the curb as it is. They would simply drop the curb there. It's an emergency access drive. During construction, it'll just be stone behind there. Then, they'll replace all of that with pavers or gravel or whatever the city specifications are for that fire truck emergency access.

Member Smith said he agrees with the earlier comments about making sure the developers are working closely with the HOA. He compared it to sharing a driveway with a neighbor, saying they would have to work pretty closely to make sure it all worked out well. He asked City Manager Cardenas what the current density for R1 is. City Manager Cardenas asked if Ms. Macbeth or Ms. Bell could help answer that. They turned back to a slide in the presentation called "Plan Features." Mr. Kime answered that the allowable

density on the property is 6.5 dwelling units per acre. They said that is based on the PSLR overlay allowance within. Member Smith said he was wondering what the current zoning would be without the overlay would allow there. City Manager Cardenas said about two units per acre, so about four units. Member Smith said two units per acre, 8 acres, that would mean 16 units.

Member Smith said it seemed like every deviation of this proposal had something to do with not enough space on the site. To him, that is saying that there's too much stuff trying to be put onto the site. He would like to see a little more open space. The area where they are up tight against the wetlands, maybe give that a little more room. He said, as was previously stated, the run-off from fertilizer, lawn chemicals, salt from the roads, things like that are a concern going in there.

Member Martinez said the phrase he keeps coming back to is a "recognizable and substantial benefit" to the community. That's the factor he is looking at most closely, especially when he sees the deviations that Member Smith brought up. He said City Council are not the developers, but they are tasked with the residents of enforcing the city ordinance as it is written. The ordinance provides that they can look for that "recognizable and substantial benefit." He said to Member Smith's point, the natural feature impacts and the open space, the fact that there's mitigation, and tree fund payments, all those things strike him as baseline compliance. That's what the city ordinance says. He doesn't see that as a benefit in and of itself. As to the density point, whether this is less dense than a prior concept that didn't come about, he doesn't view that as a public benefit. Council looks at the ordinance, the foreseeable feasible uses under the zoning—not a comparison to a prior plan that didn't come to fruition.

Regarding the Stonebrook Drive contribution, Member Martinez said he would have really, really liked to have seen a draft of some agreement, even if the agreement had not been signed, sealed and delivered. That would have made him feel a lot better to say that they're moving in the desired direction and that those conversations with the HOA have happened. He said the fact that they have nothing yet makes it indefinite. It's not really designed into the project. Council has to go off the lawyer battles to determine what a good faith effort means in this case. He said he doesn't believe 7% is good faith, but he is going to leave that to their negotiations.

Member Martinez said the missing private open space, the lack of enhancements, that's all stuff where you could find a "recognizable and substantial benefit" in. The missing middle housing, the walkability are also benefits to the community, not just those that use it—but to the community. He'd really like to see that before he gives his vote to this development.

Member Martinez said, on the other hand, he does give the developers credit. Traffic and utilities go pretty well in their favor. He said the daily trips, the not meeting the threshold for the traffic study, that minimal impact on public services all work in the developers' favor. As of now, when he weighs the compatibility and the character of this area, that's one of the factors they have to consider is the compatibility with that

surrounding area, from how he is reviewing it, that's not yet visible. He weighs that against the magnitude and the number of deviations requested, the shortfalls in the open space and the private outdoor areas, and in the absence of any even partially defined enforceable commitments to Stonebrook and their HOA and enhanced common amenities and he's not comfortable yet making a finding that this particular plan meets the high bar of a PSLR overlay in terms of the "recognizable and substantial benefit" that the city ordinance requires them to do.

Member Martinez said he would like to see this plan have some level of a path forward. He doesn't want to be a wet blanket on this proposal. He said they have a right to have use of that land. He thinks there are plenty of possibilities for them to do that. He would like to see a revised submittal that reduces the number and magnitude of the deviations, provides a stronger, more clearly defined public benefit package, including meeting or exceeding that 10% open space requirement, and providing a superior open space program with active amenities. He believes that would up the ante and meet what they have to look at under the ordinance. He said providing the additional open space and enhancing those common areas are those kinds of things he is looking for when Council makes these changes from a zoning perspective before they put anything out there and change what they've already zoned this area for. It needs to be comfortable under their ordinance. Right now, he does not feel that this proposal is there, but he welcomes a future opportunity to look at something the developers can bring before them.

Mayor Pro Tem Casey said she had a couple of questions for the developers. She appreciated them answering one of her questions early which was about the access for construction. She said she tends to focus a lot on the screening around developments coming in. She asked the developers to confirm that the only impact that will be made to the existing berm, that wonderful line of trees that runs along Stonebrook right now is the entrance into the development. She asked them if they talking about taking any other trees down. They said that is correct. They will not be taking any trees down. She asked them if they are intending to do any planting in that area to supplement what they are taking out. Mr. Kime said they would be supplementing in any thin areas or replacing any dead trees in there. The dead trees would be removed and replaced with new trees. The trees will not be 40', but they will grow.

Mayor Pro Tem Casey asked if the developers have plans to fill in a gap in the screening on the east side, just around the curve, so there is no visibility from Stonebrook to this development. Looking at a slide called "Proposed Landscaping," Mr. Kime said it was an extension of the existing berm. They did not do a tree survey offsite of the property. It is an extension of the existing berm that carries through over here. Mr. Kime used his cursor to point to an area along the right and said it is a wooded strip along the property. There is a little storm drainage ravine in there. There are existing trees occupying the space there. Showing a new slide called "Site Surroundings," Mr. Kime showed how they are 353' away from the nearest unit. You can see the existing trees in this space right now just before you get to the storm water access drive. Mayor Pro Tem Casey asked if there is the ability to supplement in that area, to do additional screening. She said she realizes they are a distance away. Mr. Kime said they would have to have a conversation

about that with the Stonebrook HOA because it is on their property. Mayor Pro Tem Casey asked if there is space on their property to add additional screening. Mr. Kime said no. He said they have provided the landscape up along the side of the building. They are not able to push the trees closer to the building due to the growth of the trees. Mayor Pro Tem Casey asked if they could put more trees further north on that side. Mr. Kime said they have proposed trees in the space further north and the rest is all open wetlands. There is nothing to view in there other than the open meadow right now. Mayor Pro Tem Casey said there is nothing between the two sets of trees that are displayed. Mr. Kime agreed and said there are some storm sewer utilities that have to outlet through that area, so they can't plant trees on top of that. She thanked them for clarifying.

Mayor Pro Tem Casey said moving to the west, there's a deviation requested to not put a berm up towards the north side of that property because that's where all the nice woodlands are. Mr. Kime agreed. Mayor Pro Tem Casey said south of the emergency access point, Mr. Kime filled in that they have a proposed berm to meet the city standards as much as possible. He said it's kind of short, so it can't undulate. It'll all be the same standard height in there and landscaped. Mayor Pro Tem Casey confirmed that yes, there will be a berm. She said that helps greatly.

Mayor Pro Tem Casey there had been a resident before them earlier who referenced the property in the drive to the far northwest corner of the property. Mr. Kime showed that drive on the slide called "Proposed Landscaping." He said it is a private residential drive that encroaches on their property. He said they have two curb cuts on Wixom Road, one of which will be removed, so they will have one access point now. There will not be an encroachment onto the property there. Mr. Kime said it is a 12' little standard drive that does not meet the city's requirements for a road, so even if they could route something up there, it's too narrow. They would have to substantially increase that. Mayor Pro Tem Casey thanked him for the clarification and said that she was seeking to understand if the developers had had a conversation with the owners of that property to see if the developers were going to grant them an easement to continue to use that driveway or if the developers were going to ask the property owners to remove it.

Moving onto the wetland, when Mayor Pro Tem Casey read the packet, units 19-22 on the north side, the standalone building butts up to a wetland. She said she is not savvy enough to know emergent versus forest scrub versus which of the three types it is. That is what's encroaching on the wetlands existing. Mr. Kime that encroaches some. He said the wetland is not a straight line, it has ins and outs. Some of the roadway itself and the grading that comes down from that roadway clips off some little corners and nooks of that. The turnaround over at the west end for the fire trucks encroaches into some of the wooded wetland which is why they need to mitigate that area. They also need to have a turnaround space.

Mayor Pro Tem Casey asked how close the four units are to the existing wetland. Mr. Kime says he believes they set that at either a 15' or 20' offset. He said they set them as a minimal offset from those buildings, assuming they would need minimal rear yard space

10', 15' to minimize the encroachment into that wetland. Mayor Pro Tem Casey asked if there are any specific efforts planned, any additional mitigation or action that they might be doing within the building to protect the basement from water sewage. Mr. Kime said the basement would be lined to prevent water migration in there. They see a lot of clay soil in this area hence the water accumulation creation of the wetland on the surface. They're not seeing a lot of water migration in the soils themselves, but certainly building in proximity to the wetland, there will be treatment on the outside of the structure to prevent water migration.

Mayor Pro Tem Casey said that it was helpful and thanked them. She said hearing the feedback they already heard and paying attention to what her colleagues are saying, she thinks there is still work ahead of the developers. She said she knows they are asking for a lot. They are asking them to increase open space and to continue to protect wetlands and woodlands. She says that's a balancing act. She looks forward to the developers figuring out how they can solve that to be able to carry this project forward.

Mayor Pro Tem Casey put a motion on the table to postpone. This gives the developers a chance to go back to have some conversation with the HOA and meet in the middle in terms of a solution for the road. She noted to the members of the HOA in the audience that she knows they have hired an attorney, but she encouraged both parties to meet somewhere in the middle. When Council approved the development initially for the Villas at Stonebrook in 2018, they were intentional about the road for Stonebrook. They were intentional about access, not just for Wildlife Woods Park which exists today, but also for this particular lot, however it got developed. She encouraged the dialogue between both groups. She'd like to see a draft form of whatever kind of agreement between the two entities before this comes back in front of Council. In the meantime, she made a motion to postpone to a future meeting so the developer can have those conversations with the HOA and come up with a version of an agreement that Council can see in advance. The second thing is for the developer to hear the feedback from Council and then come back with changes to your development.

CM 25-12-152 **Moved by Casey, seconded by Staudt: MOTION CARRIED 7-0**

To postpone tentative approval of the request of Avalon Investment Group, LLC, JSP25-02, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan for the Camelot Parc Townhomes.

Member Gurumurthy said she appreciated how the developer reduced the number of units from 46 apartments to 22 townhouses. The missing communication part was very hard for her as she read through the packet. For her, she would have absolutely tabled this proposal until the developers had met with the HOA and come to an understanding with each other. Council does not want curb cuts from Wixom Road at all. She told the developers that it is very important for the current residents, the new residents and the Novi community that the developers and the HOA align.

Member Gurumurthy asked about the buffering the developers had mentioned. She asked if they would elaborate on that because she does not think they are doing the 25' that is required, especially around the buildings. Looking at the "Proposed Landscaping" slide, Mr. Kime said there are enhanced shrub plantings along the wetlands that delineate the boundary of the wetland and enhance the buffering from the adjacent uses like residents' activities or snowplowing the roads. They are there to buffer against anything that might get thrown in the direction of the wetlands. There will be signs placed along the wetland perimeter indicating that this is a preservation area where mowing and fertilizers are prohibited. In the plans, there is a detail of what these signs will look like. It has been reviewed by the city's consultants and incorporates the features they asked for.

Member Gurumurthy asked if there will be enough of a buffer between the buildings and the wetlands. Mr. Kime said only the buildings on the north side are in proximity. They are impacting some wetlands already. It would create more wetland impact to put a 25-foot buffer in there. The developers are proposing less buffer there because they don't want to push further into the wetlands. They want to preserve the existing wetlands and deal with a smaller buffer space rather than create more impact to fictitiously create buffer space. Member Gurumurthy asked them if they are confident that that is going to protect the wetlands. The developers said yes.

Member Gurumurthy asked about the 20 trees that are going to be impacted. She asked the developers to work with the city team to plant those trees within the site instead of somewhere else or the tree fund. Mr. Kime said they have to create a wooded wetland area. They haven't accounted for those trees in their calculation yet because they haven't designed the wooded wetland mitigation area. Their intention is that some of those trees that are currently listed as being paid into the fund would be planted onsite within the wetland mitigation areas. Member Gurumurthy questioned the word "some." She encouraged the developer to plant as many trees as possible. Mr. Kime said they will get as many trees as possible there. They are not supposed to plant trees in the emergent wetlands, but they're going to place some habitat structures to enhance that environment.

Member Gurumurthy thanked the developers for answering questions regarding the extra drive and the issues with aligning with the residents next door about the construction. She said it is very important for Council to see at least a draft form of an agreement between the developers and the HOA.

Mayor Fischer said there has been a lot of discussion about the road. He said there is an offer of 7%. He asked City Attorney Schultz if there had been any discussion on cost sharing this parcel beck when this was contemplated. City Attorney Schultz said no, there was not. Mayor Fischer asked if there had ever been any intent to have a conversation or was the intent for the owners of the private road to have that road and grant that easement. City Attorney Schultz said as far as the City was concerned, the promise was that the adjacent property would be given an easement. The City did not require anything more than that. Mayor Fischer asked City Attorney Schultz if that easement was

granted not just for Wildlife Woods, but for some development on the parcel on the north side as well. City Attorney Schultz said that was correct.

Mayor Fischer asked if a public benefit is required under a PSLR zoning ordinance. City Attorney Schultz said yes, one of the factors is a recognizable public benefit. Mayor Fischer asked what the public benefit was from Stonebrook to the City of Novi. City Attorney Schultz said the Stonebrook property was zoned I2 not R1 like this property is. The idea was to get that area cleaned up. The developer put on the table a few identifiable things. The main one was probably this parcel having access because it removed that curb cut onto Wixom Road. The other more minor one was access to Wildlife Woods. Mayor Fischer said that was not the only access to Wildlife Woods. City Attorney Schultz agreed with that. He said it also confirmed that the oil company had access to them.

City Attorney Schultz said every development is different, but the list of conditions that the city puts in the development agreement has four items. Those are three of them. The use of this private road was a prominent part of the Stonebrook proposal.

Mayor Fischer said when the developers first came to Council, he told them he would like to see something similar to Stonebrook's floor plans. It would be hard for him not to support something like that. He was not looking for apartments, and it sounds like there is consensus on the Council about that. He told the developers they have done what they can and that he feels like they are almost getting penalized for trying to keep the mitigation of the wetlands to a minimum. He asked the developers if they had tried to scheme out putting the same type of unit as Stonebrook on this property. Mr. Kime said they have not looked at putting the specific Stonebrook duplex unit on this property. He showed Council the slides of their four- and five-unit buildings. He said they are approximately 60' deep from the front of the garage to the rear of the buildings. The Stonebrook duplex units are 62' deep. They are 72' deep if you include the sunroom projections on the rear of those buildings. The propsed units have a notched-out patio deck area that is internal to the building footprint. Adding outdoor space would make them 72' deep. If they were to take that same depth and apply it to their site layout, it would push the road further towards the wetlands. Then, the building on the north would also push further into the wetlands there.

Mayor Fischer asked how many units that would be. He said he was asking the developers to do some "schematic math" on the fly. Mr. Kime said their 4-unit building is 107 feet wide. The Stonebrook duplex units are 81 feet wide. There is a 26-foot difference between the two styles. There would not be enough land to create an additional building there. One of their fourplex buildings would become a single duplex building. If they were to do that, 10 units could reasonably fit there. That's the horizontal direction. That does not account for the vertical shifts due to the extra depth those units require. Mayor Fischer asked if this plan would be attainable or if they would need to add additional units and create more wetland impact. Mr. Polyzios said you get to a point where it's not economically viable. Mayor Fischer guessed if the developers chose to do duplexes, they'd be coming back to Council to ask for more units and to mitigate a lot

more wetland. Mr. Kime added that the challenge would be they wouldn't have any additional space on the property to create additional wetland mitigation. Mayor Fischer said they would then have to ask Council for offsite mitigation which Council doesn't favor. The developers agreed.

Mayor Fischer said he asked those questions because sometimes the Council gives comments that create a utopia, a beautiful, perfect world that probably doesn't exist. He said that Council needs to be cognizant of that when the developers come back. He said that Council has to either care less about the wetlands and where it is mitigated or they have to look at different housing stocks because eventually, the developer has the right to develop this land in an economically viable way. That is your right. He said he will support the motion for the developers to go back and communicate with the HOA about the road. He said the developers have some work to do as they contemplate open space versus the density versus the type of unit. He also believes Council has to be realistic with their expectations.

Member Heintz said he had been mulling over their proposal and how it compares to a different development that has recently come before them. Overall, he believes these developers are close. There are a lot of similarities between the two proposals such as percentage of open space. He said they have done a good job with many of the different factors including the public path they offer in the public benefit piece. He wishes first-floor living was an option, but he understands that they need to do what works for them. He asked if it would be possible for the path that they are proposing to connect to Wixom Road for the public to use. Mr. Kime said they had recently discussed that with the Parks Department and the Planning Department, and they did not look favorably on that option. That can be seen as an invitation into the property. The associations typically frown on that because they are the ones who maintain that space and they like being able to somewhat control who is going into it. Their recommendation was to not have a connection directly to Wixom Road as an alternative pedestrian pathway into the back side of the units.

Member Heintz said that's disappointing because he looks for opportunities to connect people with nature and he believes that would be a nice public benefit for people to explore that space. He said if there are additional opportunities to discuss that, that would be a good thing.

Member Staudt he is not opposed to the location of the buildings and the buildings themselves. He would like to see better interaction with the HOA. He said 7% isn't even close for him. He also said he has walked the wetlands four or five times and it has never been wet. He said it says "wetlands" by legal description, but it's pretty dry most of the time. He said if they could move away a little bit from the four houses and make it a little bit bigger buffer there, that would be a real plus. He thinks the developers are a lot closer than they think. He hopes they can work it out with the HOA. Mr. Kime asked if the trade-off Member Staudt would like to see is more of a buffer but a bigger impact to the emergent wetland area. Member Staudt said they always fight this battle of more wetlands versus some of the things Council is looking for. In this case, this isn't a super

serious wetland. Mr. Kime said it's emergent and it looks like an open field. Member Staudt agreed with that. He said he has walked it in the spring, the fall, and the summer and he has never seen it wet. He would give up a little bit more for a better buffer around the property. He thanked the developers and told them he thinks they are a lot closer than they think.

Roll call vote on CM 25-12-152 **Yeas: Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez**
Nays: None

4. **Consider approval of the final payment to M-K Construction Company, Inc. for the Middle Rouge Streambank Stabilization and Meadowbrook Lake Dredging project, in the amount of $136,724.49, plus interest earned on retainage.**

CM 25-12-153 **Moved by Smith, seconded by Casey: MOTION CARRIED 7-0**

Approval of the final payment to M-K Construction Company, Inc., for the Middle Rouge Streambank Stabilization and Meadowbrook Lake Dredging project, in the amount of $136,724.49, plus interest earned on retainage.

Roll call vote on CM 25-12-153 **Yeas: Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez, Smith**
Nays: None

5. **Consideration of awarding a contract to Anglin Civil, LLC, the qualified low bidder, for the Orchard Hill Place and Leavenworth Basin Improvements project in the amount of $768,417.**

CM 25-12-154 **Moved by Martinez, seconded by Casey: MOTION CARRIED 7-0**

Approval to award the Orchard Hill Place and Leavenworth Basin Improvements project contract to Anglin Civil, LLC, the qualified low bidder, in the amount of $768,417.

Roll call vote on CM 25-12-154 **Yeas: Fischer, Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt**
Nays: None

6. **Consideration of awarding engineering design services to OHM Advisors for the 2026 and 2027 Neighborhood Road Program (NRP) in the amount of $318,500.**

CM 25-12-155 **Moved by Casey, seconded by Smith: MOTION CARRIED 7-0**

CITY COUNCIL MEETING MINUTES
FEBRUARY 23, 2026 - EXCERPT

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, FEBRUARY 23, 2026, AT 7:00 P.M.

Mayor Fischer called the meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Martinez, Smith, Staudt

ALSO PRESENT: Victor Cardenas, City Manager
Tom Schultz, City Attorney

APPROVAL OF AGENDA:

CM 26-02-015 **Moved by Casey, seconded by Smith; MOTION CARRIED: 7-0**

To approve the agenda as presented.

Roll call vote on CM 26-02-015 **Yeas: Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer**
Nays: None

PUBLIC HEARINGS: None

PRESENTATIONS: **None**

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Patricia Small**,** 24047 Heartwood, is the President of the Echo Valley Civic Association. She came to speak about some issues in their community directly. Her colleague from the board, Kate Nagle, was also there to speak about three issues: paving of the roads, speeding through their community and the lack of access to the path that runs by their community.

Kathleen Nagle, 24117 Woodham, said she is a board member of the Echo Valley Civic Association. She came on behalf of the residents of her neighborhood at 10 Mile and Beck Road to share several concerns raised at their recent annual meeting. Echo Valley is one of Novi's older neighborhoods, and unlike newer developments, they don't have sidewalks. As a result, their children bike, skate and walk directly in the streets and they wait for their school buses on the roadside. This makes basic daily activities far more hazardous than they are in other areas of the city. She said they were there for help addressing cut through traffic. She said motorists routinely use their neighborhood to bypass the 10 Mile and Beck intersection to the point where, on Facebook, people have called it "the Echo Valley cut through." Speed limits are often disregarded, which is particularly dangerous during school bus pick-up and drop-off times because their stops

are literally in the road. Over the past several years, residents have requested occasional police patrols during these peak periods, but the requests have not been fulfilled. In one case, a resident was discouraged from making a request by the department due to concerns that it might upset neighbors if they were the ones to get pulled over. She said that because the widening of Beck Road will not take place for some time, this traffic pattern is likely to continue and may even worsen.Ms. Nagle said they respectfully request safe sidewalk access along the south side of 10 Mile to the ITC trail. Their neighborhood borders this beautiful community amenity, something Novi is rightfully proud of, yet their neighborhood residents cannot safely reach it. She said while other stretches of 10 Mile have sidewalks, many of which were added after the ITC trail was completed, the portion adjacent to their neighborhood remains unpaved. They're aware that the City has a plan for this sidewalk, but they are delaying it until 10 Mile is widened to see what the grading is. This short gap effectively cuts Echo Valley off from a resource intended for all residents, limiting safe access to recreational exercise in community spaces. Ms. Nagle said the condition of their neighborhood roads is deteriorating. These roads are not only what they drive on, but they are their walking paths, their bike paths and where their children play. They understand that Echo Valley may not yet meet the criteria for full re-paving, but the current road conditions, combined with the increased traffic and the absence of safe pedestrian access, create an environment that feels increasingly unsafe, especially for their children. Taken together, these issues make it difficult for Echo Valley to remain a safe and connected neighborhood where families can thrive, and residents can enjoy the community amenities that Novi offers. She said they appreciate Council's time, consideration and partnership and they hope to work collaboratively towards solutions that will improve the safety and quality of life for all of Echo Valley.

Daniel Fick, 22753 Cortes Street, said he had never addressed City Council before, so he wasn't sure what he was doing. He said he appreciated the opportunity to address Council. He understood that audience comments are not a question-and-answer format and that Council may have already addressed his concern in writing somewhere else, and he may not have seen the response. He said he has been a Novi resident since 2016 and one of the many aspects of Novi that he appreciates is its multiculturism. With the rising spread of white nationalism, which he defined as a political and ideological movement advocating for the preservation of a white national majority, he is concerned about what Novi has been doing or will do to protect its residents from the terror happening in other communities like Raleigh or Minneapolis. More pointedly, he asked what is being done now to make sure that when DHS comes here, if they haven't already, that Novi residents will feel safe and will be protected. He asked what is being done now to inform our police department about their responsibility to protect the residents of the City. He asked what actions the Mayor and the esteemed Council members are doing now to protect this wonderful multicultural community from what he thinks to be a racist, white nationalist Trump administration and agenda.

Deborah Domke, 48801 Windfall Road, said she came to address Council about the Camelot Parc and Stonebrook Road issue. She said in 2018, the City of Novi approved the plans for Pulte to construct the Villas at Stonebrook. An unusual part of the

agreement, written within the Master Deed, was Villas taking responsibility for Stonebrook Drive, a private road, and the land alongside it. At that time, the only way to access the City of Novi's Wildlife Woods Park was by using Stonebrook Drive. Back then, there were only four pickleball courts and pickleball was not popular. By 2025, the City had doubled the number of pickleball courts to eight and pickleball had exploded in popularity. The amount of traffic on the private drive has greatly increased. She walks that road regularly and she can attest to the amount of speeding. It is just a matter of time before someone is injured along this road, leading to the now extremely popular Wildlife Woods Park. The residents in Villas at Stonebrook cannot patrol the road to stop the speeding. They have no authority and there is an anticipated influx of new residents using this sole entrance into the park as surrounding housing developments are getting approved by City Council. Given these conditions, Ms. Domke said the Villas at Stonebrook is requesting the City of Novi to take ownership of Stonebrook Road from Wixom Road to the park entrance. The road is being used as a public road to service the entire Novi community to the sole detriment of Villas at Stonebrook. They have no control over the road. The City, as a governmental body, enjoys certain immunities to liability that Villas does not have. They invite a meeting between Villas and the City to discuss the City of Novi taking ownership of the road. She thanked Council for listening.

Steve Potocsky, 48849 Rockview Road, said he came to talk about the Camelot project. He is in charge of the homeowners' association. There are three of them that have been trying to get an agreement, as was stated in the last meeting, for road maintenance or road upkeep. They still don't have it done. It's not for lack of trying; they just don't seem to have a consensus. He saw something in the packet that is far different than anything they've ever seen or heard of. They've asked for numbers rather than percentages because they've expressed their budget which shows numbers. They're just trying to get to what it really means as far as cost sharing. He said he liked some of the things the previous speaker had talked about, and he said they would love to investigate that as well. He thanked Council for their time.

Ann Nelke, 48646 Windfall Road, said she did not think the Camelot Parc proposal is ready to receive a final vote. One of the unresolved issues is the use of a private road with insufficient maintenance sharing. The developer is offering 15% of cost sharing to build 22 units. 22 units equals 26% of the 84 units to the east of Villas at Stonebrook and thus should be the minimum annual contribution. Taking into account the 446 linear feet this project would use on a daily basis, that number becomes 34%. Removing the building to the north (4 units) would reduce the concern Councilmember Gurumurthy had regarding potential basement flooding as there would be very minimal wetland impact. To address Mayor Pro Tem Casey's concern regarding lack of sufficient buffer between this project and their neighbors, thereby not placing an unnecessary burden on these residents from light pollution, street noise, etc., removing units 13-18 (6 units) would be a great solution. This now brings the number of units to 12 and justifies the 15% proposed maintenance sharing. This also reduces the number of vehicles pulling out onto the narrow private road or turning into the development on a daily basis, helping to mitigate safety concerns and traffic volume. Having less units also makes these appear more like single family homes rather than another townhouse project. The developer cites the Master Plan in regard to

these being a good transitional option to capture missing middle housing needs. Missing middle housing needs, according to 82% of Novi residents aged 18-85 would be single-story options where residents can downsize and stay in their community or young families can raise their children and then age in place. Only 1% since 2020 have filled this shortage. Finally, the developer is proposing to add a trail off of Wixom Road to offset lack of recreation area. She said the developer wishes to retain as many natural features as possible. Creating a trail would disrupt and disturb these features. Wildlife Woods Park has all of the recreational amenities the residents need.

Michele Duprey, 48566 Windfall Road, said she has been a resident of Novi for over 40 years. She is currently a resident of Villas at Stonebrook. She said she has always had faith that the Novi government would make decisions that are not only good for the City, but that are also good and in the best interest of its residents, the taxpayers. Sadly, today, she finds herself questioning the agreement that was made between Pulte and the City long before she purchased her home. The agreement was that the residents of the Villas at Stonebrook would become the sole owners of Stonebrook Road and yet allow unending traffic to Wildlife Woods Park through the Villas private road. She said, when this agreement was made, Wildlife Woods Park was a passive park. Then, it became an active park with baseball diamonds and then the pickleball courts. The pickleball courts have become so popular that Novi has decided to double the number of courts and add eight more parking spaces. This, of course, has resulted in a massive increase in traffic. This was not the vision nor the intent of the original agreement to have so many cars driving down their private road. It's just too busy. This is the only Novi park where the City tells its residents to use a private road to enter the City park. In fact, she said, in the planning stages, when it was questioned whether a traffic study should be done, it was determined that it was not necessary because they believed there would be little to no increase in traffic volume. The City did not even add a left turn lane on Wixom onto Stonebrook until last year. Traffic has increased dramatically. The City has greatly benefited from this agreement, leaving the 84 condos of the Villas at Stonebrook with the burden and sole responsibility of the wear, tear, maintenance and eventual replacement of Stonebrook Road. Now the City is telling the Villas residents that they need to share their private road and allow new cuts to be made on it to accommodate the new development. She said it's not fair. It's not equitable. It's not just and it's not right. She said do the right thing and assume your responsibility, your share of the responsibility. She said in her own opinion, Novi, you can take the road; it's paid for.

Martha Ryznar, 44875 Yorkshire Drive, said she has been a resident of Novi for 23 years. She strongly opposes giving tentative approval to Camelot Parc Townhome Plan. Even with the changes made, she said this plan is not good enough for our city and for protecting the important nature spots left in Novi. She said this developer plans to wipe out about a half a football field of wetlands and numerous mature trees. The City's rules say there must be a 25' buffer zone around wetlands to protect them, but this developer asked for a special favor so they can build too close to the wetlands north of Avalon Drive, building so close they could destroy this precious area with runoff from road salt chemicals and mowing. She asked Council to please say no. The proposed buildings are too close to the woodlands and wetlands, and the proposed natural buffer zone is

deficient. She said this developer is asking for nine special favors. She said there is a conservation easement on this property that is a legal, permanent promise to protect the land. She asked Council to please not allow the developer to undo this because they need a place to put a road or some pipes. About the developer's big problem with access to Stonebrook Drive, she said this road is private and the people who live in the Villas own it and pay for everything like fixing the road, streetlights and police protection. The developer wants to use this as their main entrance. Doing so would put a massive burden on the narrow road (only 25' wide). Moreover, the developer's rights to do this expired in March 2023. The developer claims he is acting in good faith, but he is currently infringing on private property with a void document. She asked Council to not allow this developer's missed deadlines to become a permanent liability for them—the taxpayers. She asked the City Council to stand with the residents and protect their valuable natural areas by rejecting this proposal and sending the developer back to create a good plan that is actually truly a good neighbor.

Nicole Herman, 48225 Rushwood Lane, said she lives in Echo Valley. She moved back to Novi with her family in 2019. She moved here for the schools and the parks. In Echo Valley, they have a huge problem with speeding through Edenborough and it has become a huge safety issue. She said they have people who use their neighborhood to cut through to 10 Mile or 10 Mile to Beck. She said as well as they have no access, they have no sidewalks to any of the trails at any of their entrances. She loves using the ITC trail and to be able to use it, she has to cross 10 Mile which is really dangerous. She asked City Council to consider finishing the sidewalk project from their neighborhood so they have a safe way to access the ITC trail and perhaps take some action, so the children are safe in their neighborhood from the cars that are speeding.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 26-02-016 Moved by Casey, seconded by Gurumurthy; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

A. Approve Minutes of:
February 9, 2026- Regular Meeting

B. Consideration of Ordinance 26-184.01 to amend the City of Novi Code of Ordinances, Chapter 16, "Garbage and Refuse", to allow for rates to be set by user fee. **SECOND READING**

C. Acceptance of a highway easement from the property owner of 26255 Beck Road, parcel 50-22-17-400-044, for the reconstruction and widening of Beck Road between 11 Mile Road and Grand River Avenue.

D. Acceptance of a highway easement and a temporary construction easement from the property owner of 47460 11 Mile Road (parcel 50-22-17-400-028) for the future construction of a roundabout at 11 Mile Road and Beck Road, in the amount of $76,600.

E. Approval of claims and warrants – Warrant 1197.

Roll call vote on CM 26-02-016 **Yeas: Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer, Casey**
Nays: None

MATTERS FOR COUNCIL ACTION:

1. **Consideration of a new Class C quota license from OCK Company Inc and a special land use for the service of alcoholic beverages located at 24267 Novi Rd, and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders.**

City Manager Cardenas said this application is located on the west corner of Novi Road and Grand River, operating in that commercial area. As Mayor Fischer mentioned, they are looking for one of the last quota licenses. They will need a special land use permit unlike the other one that already has one. This is different because there is no liquor license that's previously been in the location. The one you'll see later on has had a liquor license in that location, so it does not require special land use.

CM 26-02-017 **Moved by Casey, seconded by Martinez: MOTION CARRIED: 7-0**

To table consideration of a new Class C quota license from OCK Company Inc and a special land use for the service of alcoholic beverages located at 24267 Novi Rd, and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders until the meeting of March 9, 2026.

Roll call vote on CM 26-02-017 **Yeas: Heintz, Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy**
Nays: None

2. **Consideration of a new Class C quota license from Shake Shack located at 43335 Crescent Blvd, and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders.**

City Manager Cardenas said this establishment is located in the Town Center area, formerly, Primanti Brothers, which is why they don't need the special land use permit. This is going to be by Shake Shack.

The Applicant stood and introduced himself as Chris Bogoski, the General Manager of Shake Shack, representing the Applicant. He asked Council what they needed to know as he had never been to a City Council meeting before. Mayor Fischer said this was an opportunity for Mr. Bogoski to share anything with Council that he would like them to know about the Shake Shack application. Mayor Fischer reminded Mr. Bogoski of the situation Council is in with one license available and two applicants on the same agenda.

Mr. Bogoski said he thinks Shake Shack stands for itself. It stands for something good which is their mantra and their mission statement. He said they're a big involvement in the community. In their first year, they did a lot of things with Novi High School. They supported the under 12 Heat baseball team. That's something they'd like to continue to do. He said this liquor license is only going to help them in the long run. It's going to bring the traffic in. He said they're not a fast-food place; they're a fast casual place which means they're a higher standard of dining. They want to bring the liquor license in. He said one of the things they do is carry a "shack meister," so they also do a lot of local branding. They use Brooklyn Brewery for that. He said you can't buy that beer anywhere else. It's specifically made for Shake Shack which makes it part of the experience. He said right now they're becoming a place of destination over there. In their first year, they were a little bit on the slower end, but the traffic is picking up, the percentage of sales is going up this year. They're up about five or ten percent right now. He just spent last week down in Atlanta at their corporate headquarters. He said they have a $15,000 budget this year, specifically for their location for marketing and community involvement. He said he is a member of the Chamber of Commerce already like he was last year. He is working with Jenn Ludwig on the board there. He is trying to get involved with the community.

Mr. Bogoski said he has a list of things they're going to be doing. They're planning on doing sponsorships and different events like the Taste of Novi they did last year where they set up tents, set up events, handed out vouchers, and handed out lemonades. He said they have also been working with Jenneva Kayser from the Parks, Recreation and Cultural Services for the Sizzling Summer Arts Workshops where 225 kids get together every Wednesday in the summer. They'll be supporting that by showing up there, doing lemonades, things like that. He said they are also working with Marcel Badia from the Novi Parks Foundation, looking to sponsor the Pour on the Shore event. They want to be involved in the community. They'd like some staying power, and he believes the liquor license will be a big part of that drive. He said the marketing meeting he attended focused on driving sales. One of the things they need is to push sales. Otherwise, it won't be a profitable location.

Mr. Bogoski said he's been in this business for 39 years, beginning as a child all the way up through school and stuff. He has been working for 29 years as a professional, running liquor license operations. He has worked at MGM Grand where they have 40 beers on tap. He said he is well aware how this works. He was the general manager for Social Bar and Grill in Birmingham and then he worked as the general manager at Famous Dave's across the street. He said he is familiar with the area, and he understands the ins and outs of Novi, the community here and the expectations of what they deliver. He said Shake Shack delivers a five-star meal, despite it being fast casual. They would like to compliment those meals with a beer or wine. He said all Shake Shacks have a liquor license. He said they just seem to be the one that's on the outs right now, so he's looking to get that license. He said it will help with the percentage of increase in sales. He said it will also help their guests with their experience which means they will become that destination where everyone wants to come.

CM 26-02-018 Moved by Casey, seconded by Smith: MOTION CARRIED 7-0

To table consideration of a new Class C quota license from Shake Shack located at 43335 Crescent Blvd, and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders until the meeting of March 9, 2026.

Roll call vote on CM 26-02-018 **Yeas: Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz**
Nays: None

3. Consideration of approval to award a contract to Luigi Ferdinandi & Son Cement Co., and Santos Cement Inc. for as-needed concrete repairs, with the estimated annual amount of $608,000.

CM 26-02-019 **Moved by Smith, seconded by Casey: MOTION CARRIED 7-0**

Approval to award a contract to Luigi Ferdinandi & Son Cement Co., and Santos Cement Inc. for as-needed concrete repairs, with the estimated annual amount of $608,000.

Roll call vote on CM 26-02-019 **Yeas: Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez**
Nays: None

4. Consideration of resolution authorizing issuance of 2026 Unlimited Tax General Obligation bonds for Public Safety Facilities.

City Manager Cardenas said this is the next step in the process with respect to the public safety facilities. Back in August, the community approved a new public safety millage up to $120 million for three facilities and upgrading a fourth facility. At this point, this resolution is the authorization to issue the first series of bonds. Back a number of months ago, their consultants, PFM Financial Advisors LLC, Miller Canfield and PMR were here talking about different series to get to that $120 million. At that time, it was between two to three series. Now, what is being recommended is three series with the first issuance being $35 million. Two additional issuances will occur in the next two years, all totaling $120 million. The representatives and consultants from PFM and Miller Canfield were there to address City Council and to walk them through the process.

Mr. Patrick McGow from Miller Canfield stood and said they were at the meeting to follow up on the bond proposal that was approved by the voters in August. He said this is the next item in the issuance process which is the authorization of the bonds. This would be the last action item by the City Council to approve the issuance of the first series of bonds that are being contemplated for sale this spring in an amount not to exceed $35 million. Since they were last there and since the voters approved it, the city administration and consultants have been working on determining the structure and sizing of the bonds, based upon the needs, costs and timing of those projects. He said the recommendation

is to proceed with a $35 million bond issue at this time and have the $120 million bond proposal split into three separate issues over the next three years. There have been various considerations along the way. Mr. McGow said Sean Wahl from PFM was there to help answer any questions Council had about the structure. He thought it would be helpful to do that before they took up the consideration of the resolution.

Mr. Wahl said they have been working with the City on the bond projections, millage analysis and all of that. He said a lot of this has been a culmination of discussions between PFM, PMR and the City, trying to find the right mix in terms of project spend, project timing and bond funding. He said he put together some materials to help explain their thoughts. He said, as they've discussed before, there are multiple variables they are managing and trying to work through in order to determine the right funding mix in terms of timing, projects, what to issue and when. He put up a slide called "Factors Impacting Series Amounts and Timing." He said at the top, the real drivers are how much the funds are needed, how quickly the funds will be spent and what is the millage implication. They are working with a dual mandate of issuing $120 million but also doing it within 1 mill over the next three years. Those are some of the things they continue to manage in terms of priorities. The other factors that are important that they continue to look at are taxable value growth rates and bond interest rates. As noted, they've assumed a 4% growth rate in the taxable value for the City for 2026. They should know that value in the next month and a half and that will come into play. In 2025, the City's growth was 5.4 % and the CPI was just over 3%. This year, CPI through the state is 2.7%. They'd really like to get a better understanding of that as they go forward. Mr. Wahl said bond interest rates are the other variable. They've got some market information, but the initial series of bonds is finalized with those rates when they price the bonds. He said moving that around throughout the process will impact the capacity here and there.

Mr. Wahl said they analyzed a two- versus a three-series approach. Initially, they were looking at two series—one for $40 million in the spring of 2026 and the remainder for $80 million in the spring of 2028. They've discussed the ideal which was to issue $120 million from a construction perspective all up front but given the variables he just mentioned (taxable value, growth rate, bond interest rates and the one mill levy cap), it isn't feasible. The new finance plan is for a three-bond series—one in 2026, one in 2027 and one in 2028. The first one they're talking about authorizing the issuance of is $35 million in May 2026, then $40,000 million in May 2027 and then $45 million to wrap up the authorization in May 2028.

Mr. Wahl asked rhetorically how they got there and why a three-series option makes sense. Initially, they were going to do $40 million and $80 million, but the three-series approach allowed them to take a vast majority of that $40 million upfront in 2026 and allowed them to move $40 million from the final series to 2027. From the discussions with the City and Plante Moran Realpoint, that seems to fit very well with the City's cash flow, timing and project needs.

Mr. Wahl showed a second slide called "Updated Plan of Finance." He said this proves the series' timing, estimated market rates and then the millage comparison showing that

the one mill levee is expected to be levied in the next 10 years as the bond series come online.

Mr. Wahl showed a third slide called "Historical Taxable Value Growth History." He said one of the important variables is historical taxable value growth and taxable value growth going forward. He said the taxable value is looked at and set on an annual basis. The Bulletin 14 of 2025 from the State Treasury Department came out and set the rate of inflation for 2.7%. That means if a property does not change hands or is not sold, it should grow at 2.7% this year. Previously, that was 5% in 2024 and 3.1 % in 2025. In their projections, they are assuming that the City's taxable value grows at 4% for the next four years and 3% thereafter.

Mr. Wahl put on a fourth slide called "Tax-exempt Municipal Interest Rate Movements." He said they spoke previously on the municipal market back in August. A lot has happened since then, but the market is still in a very similar place. He said there are some different things going on in the graph, three that he wanted to highlight. One, the tan bands are the historical ranges for the interest rates in the last 10 years, the tax-exempt municipal market. The dark blue line is where those spot rates are for each maturity today. The light blue line is where those were a year ago. He said you can see the dark blue line today, in years 1-15 is pretty much in the middle of those historical bands, right about on average. The longer end, 15-30 years, you can see that the blue line is on the higher side. He also pointed out the comparison between the shape of the curve between last year (the light blue line) and today (the dark blue line). He said short-term rates are lower today than they were a year ago. Long-term rates are slightly higher than they were a year ago. That curve has steepened such that short-term rates are lower and long-term rates are a little higher.

Mr. Wahl put up a fifth slide called "Municipal Interest Rate Movements" that shows where they've moved in the last three months. On the lefthand side, you have your maturities or tenor one year to 30 years, on the righthand side, there are rates and moving left to right are the weeks. This is starting roughly from Thanksgiving up through last week. He said you can see the green is a reduction in rates. They've seen a considerable reduction in rates in years 1-20 and then relatively flat long. This is just a comparison between where they've been since they last spoke and when they started this process at those different maturity tenors.

Mr. Wahl showed a sixth slide called "Bond Issuance/Sale Process Outline." He said in terms of the bond issuance and sale process, these are some things they've continued to discuss, but method of sale has been determined as bonds will be sold by a negotiated sale. PFM issued an RFP for underwriting services that were received, tabulated and bid were provided to the City. They provided some information as part of putting together the authorizing resolution that Mr. McGow will cover. From there, a preliminary official statement or the municipal market's version of a prospectus will be put together in the next month, and a rating will be applied before that discussion will happen. That prospectus or preliminary official statement will be published in early April. They anticipate pricing the bonds in mid- to late April and closing the bonds in mid- to late May.

Mr. McGow said the resolution before Council does several things. As he mentioned, this would be the last action item by the Council to authorize the bonds at which point it delegates various city administration members to finalize the sale of the bonds. He said the bonds would be authorized in an amount not to exceed $35 million to pay the cost of the project that was approved by the voters. It authorizes a negotiated sale to an underwriter to be selected. The City has received proposals from underwriters for that and the resolution delegates authority to the city manager and/or they have it set up for the authorized officers as the City Manager, Assistant City Manager or Finance Director. He said the resolution would delegate to those officials to apply for ratings, move forward with the bond sale and then authorize them to award and approve the sale of the bonds after the bond pricing. The way a negotiated sale works is that you essentially select an underwriter up front who works to market your bonds to potential investors. They then receive bids on a day and then come back to the City with the interest rate and the scale which is then reviewed by your financial advisor to make sure that's a market rate. Then a bond purchase agreement is signed between the City and the underwriter. It allows for more pre-marketing of the bonds, as well as the flexibility on the timing related to the sale of the bonds and the structuring. The resolution says not to exceed $35 million, but again, this is built around essentially what is expected to be needed from a cash flow basis, but also based on whatever interest rates are received at the time of the bond sale and the taxable value to keep that estimated millage rate for the debt levy to be at or below one mill. He said this provides flexibility to adjust those depending on what those final interest rates are at the time of the sale of the bonds. He said he'd be happy to answer any questions about the bond resolution or questions about the structuring and sizing of the bonds.

CM 26-02-020 **Moved by Martinez, seconded by Casey: MOTION CARRIED 7-0**

Approval of resolution authorizing issuance of 2026 Unlimited Tax General Obligation bonds for Public Safety Facilities.

Mayor Fischer asked Mr. Wahl, going back to the $35 million and how that was calculated, as Mr. McGow said, the authorizing resolution says not to exceed $35 million. He said as he understands it, the authorized officers as designated, have the ability to make the final determination on that amount. He asked if there is any sense in authorizing up to $50 million or $60 million at this point? Then, as pricing comes in, et cetera, then that determination can be made to come down to $35 million if it needs to be in order to stay within the one mill. He asked how they got to the $35 million and if they're giving enough flexibility to the city manager and themselves to potentially front load some of the issuance right now.

Mr. Wahl said that is a really good question. He said some of that moves with interest rates. A lot of this came from a discussion between them, the City and PMR about what the City needs at this point for the first series within the first year and what can they reasonably expect to spend. He said he believes that number was not less than $25 million, but somewhere between $25 million and $30 million. They landed at the $35 million

number because they figured, through discussion, if it was close to $30 million and the market was strong, they could accelerate some of that issuance into this issue—up to the $35 million. He said the other thing that is competing with this is that if you look at 2026 and 2027, it's a combined $75 million. He said if they tried to do all of that in 2026, they certainly couldn't get there. The more they were to issue in 2026, the less they could do in 2027. A lot of that discussion went back and forth and ultimately landed on not exceeding $35 million, then $40 million and $45 million. He said it was their understanding that this is what is needed to do the project.

Mayor Fischer asked Mr. Wahl if it is not worth increasing that amount, in anticipation of a potential where that demand is there, that the rates are low enough. He asked Mr. Wahl if it doesn't hurt the City to issue in a strong market and hold onto the cash. Mr. Wahl said yes and no. He thinks they settled on this as a good amount with some buffer. He said the City could certainly go up. They figured the top end of affordability for the first series of bonds was in the $45 million range, but then again, there are some other variables that come into play with some assumptions in terms of the City's taxable value growth for this year. As soon as they know that value, they'll have a little bit better understanding. He said the Mayor has a point, the City certainly could go more than this. From their discussions, from the kind of expectation on spending, they thought $35 million was a good number.

Mayor Fischer said it goes back to their chart with the short end of the range being right at market within the historical bands. He said he believes it's a strong time to issue as much as they can now. Mayor Fischer told Mr. Wahl if he's comfortable, he doesn't want to get in a situation where when they're doing series two and series three, they're looking at these curves and they've shifted way up. He said, apparently, federal governors are talking about inflation and how we might see rate hikes again. He's seeing new tweets every single day. He gets nervous that they're going to be in a higher interest rate environment on municipal bonds in the near future and that that is much more likely than that they will be in the same or lower. That's why he thinks front loading would be the best thing, but if Mr. Wahl and Council are comfortable with the $35 million authorization, he will go along with it.

Member Gurumurthy said she had a general comment about the public safety project. She said she really liked the advisors' timeline in terms of where they are going. She said she knows it's very hard to have an overall timeline at this point, like a five-year or even next year's timeline, but for quarters two and three of 2026, she would like some high-level milestones that they can see, maybe in an administrative packet. That way, they can see what will be happening in quarter two, like if Council will be approving the design or something like that. She requested that they be given something like that for the upcoming quarter.

Roll call vote on CM 26-02-020 **Yeas: Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez, Smith**
Nays: None

5. Consideration for tentative approval of the request of Avalon Investment Group, LLC, JSP25-02 Camelot Parc Townhomes, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan.

City Manager Cardenas said as a reminder from last time, this came before Council back in December. This is a revised plan for the empty property of 8.24 acres on Wixom Road. Back in 2023, City Council saw this as a PSLR request for the site for 46 units. That plan was ultimately denied, and the new plan Council has in front of them is for 22 townhome units in five two-story buildings. The units will be for sale, and each would have a two-car garage, as was requested from a neighboring residence. The subject property is currently zoned R-1 One Family Residential with a PSLR overlay. This will come back eventually, if it gets approval for a final PSLR agreement.

Mr. Jared Kime with Atwell introduced himself and said they had just been before Council in December 2025. He said instead of rehashing the full presentation that they did previously, he tailored to address Council's specific comments and feedback that they provided in December. He showed a slide called "Summary of Revisions" that outlined the updates. He said they added the walking path connection back into the plan connecting to Wixom Road and to find an access easement over the pathway. He said he had some exhibits that they would highlight for Council as a quick overview. They added some additional trail next to the pond area within an additional viewing space to increase the number of observable amenities that the public can use. They defined the preservation area. He said he knows there were a lot of questions about what that was going to look like overall. They've added a 10' wide private open space behind each of the units, creating more of a usable backyard space for each of the units. Consequently, the addition of this area enabled them to remove one of the previous deviation requests not having quite so much of the individual private open space that they had had previously there. He said they've expanded the grading impacts behind units 19-22, as they've discussed. This increases the amount of wetland impact on the property, but it does create that usable rear yard space. He said he'll discuss what they did with some of the buffers there. They moved the wetland protection signs so they're located adjacent to the road. This will serve as an additional reminder that this is buffer space to the wetlands, even though it is a reduced buffer space from the typical 25' there. He said they revisited the trees. Previously, they had a bunch of trees they were paying into the tree mitigation bank for. They've planted an additional 26 trees on the site. They've revisited the calculations based on some direction from city staff about the additional shrubs and other landscaping that they're already implementing into the plan and how that affects the calculation. They've significantly reduced the number of trees that have to be paid into the mitigation bank. One side note, they did address a revised comment or note on the plan about the emergency access gate and the timing on which that gate had to be closed. Previously, it stated before any building permits would be issued, that that gate had to be closed which didn't coincide with the intention to maximize the amount of use of that emergency access drive for construction access. Changing that to reflect the first C of O for a building instead of the actual building permit itself allows them to use that drive for more of the construction access and less of Stonebrook Drive.

Lastly, Mr. Kime said there are significant changes to the proposal for the contribution to the maintenance with the Stonebrook Villas HOA adjacent. He said they can go through the details on what the current proposals are on that. As the residents noted in the earlier discussion, there hasn't been an agreement reached on that yet. They're still in negotiations/discussions to come to a resolution there.

Mr. Kime showed a slide called "Public Nature Trail" that highlighted the additional trails and three bench areas that he talked about. The highlighted green area would be considered a public access area where they would have an easement over it. The trail that continues south of the detention pond and into the site would be considered a private area. They're trying not to encourage the public to traverse all the way into the pond and down into the development. They put up signage that at that point, that's the end of the public access area.

Mr. Kime showed another slide called "Preservation Area." He said the preservation areas are highlighted in green. This is what would be physically put into a preservation easement that they would execute with the City. It's over 50% of the site area. Overall, on the development property between all the common green space and the preservation area, over 75% of the site is green open space use, usable for the residents and mostly usable for the public.

Mr. Kime showed a slide called "Wetland Impacts." He said, regarding the wetland impacts, they highlighted them in green. He said they'll call it the "buffer" row of shrubs to help delineate between the actual delineated wetland area and where the buffer space is. In discussion with city staff, there was talk of moving all the shrubs up adjacent to the curb line itself, but the fear is that having the shrubs physically up against the curb line, they would ultimately end up damaging the shrubs with regular maintenance. Instead, they've placed the signs up by the road, kept a natural, grass-type buffer between the wetland and those shrubs and let those shrubs act as the last line of defense to protect the wetlands. Behind the units, they flip-flopped that idea where the protective row of shrubs is up against the private open space behind the building to maintain that border with the residents where the buffer space is growing behind those shrubs to further protect the wetland even though there's a little bit more wetland impact in this area. Ultimately, with this slight increase in wetland impact, they went up to .65 acres of mitigation that would be required. What physically fits on the site at this preliminary level is .61 acres of mitigation which means they are deficient by .04 acres of mitigation which they propose to construct elsewhere within the city per the city ordinance allowances.

Mr. Kime showed a slide that highlights where they've added additional trees into the plan to help mitigate some of the payment into that tree fund. With these additions, and you can see in the calculations, there's credit for some of the native seeding and the large shrubs (they're planting far more) which means they'd be able to claim more credits towards, but there's a cap on the percentage that those can credit towards. He said they've gotten down to 13 trees to be paid into the fund versus the 53 trees that were previously proposed.

Mr. Kime showed a slide called "Stonebrook Drive Shared Maintenance." He said on this exhibit, the proposed maintenance contribution on Stonebrook Drive is depicted. He said if Council looks in their package, they'll see this in a little bit more detail. Their previous proposal took the maintenance contributions up to the Camelot Parc Drive entrance. They've essentially doubled the distance of the roadway that they would be contributing towards. In addition to doubling that distance, they've also offered to contribute to the sidewalk maintenance, the lawn maintenance and the costs for the irrigation heads for that space. He said at a pro rata share, based on the number of units (22 in Camelot Parc and 84 in Stonebrook Villas), that's 21% of the units on a per unit basis of double the length that they were previously in for.

Member Smith said he appreciates the efforts of the developer to minimize the impact on the site, to provide public benefits and to work with the residents of Stonebrook Villas. He said he also appreciates the work of the residents of Stonebrook Villas and their HOA to come to an agreement. He is, however, disappointed that this issue is back without an agreement on the shared road. After Council delayed it in December, his hope was that the next time they saw it, an agreement would be reached, and they'd be ready to move forward. Recognizing that it takes two parties and sometimes some extra time to negotiate in good faith to reach an agreement, he would like to provide one more chance for the parties to come to an agreement on the shared road up until the next Council meeting on March 23, 2026. He won't support any further delays after that. It is their job as the Council to make these tough decisions, but he thinks in this case, hopefully, the parties are close and will be able to come to an agreement.

CM 26-02-021 **Moved by Smith, seconded by Heintz: MOTION CARRIED 5-2**

To postpone consideration for tentative approval of the request of Avalon Investment Group, LLC, JSP25-02 Camelot Parc Townhomes, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan until the meeting of March 23, 2026.

Member Gurumurthy said there are a number of changes and updates that have happened. She appreciates the new public trail. She was going to ask how they're going to prevent the public from accessing that area when part of it is public and part of it is private, but she thinks they've already answered that. She asked who will be maintaining the public access. Mr. Kime said it will be the responsibility of the association because it is on the association's property. They will be responsible for the maintenance of that trail. One thing she has learned during her term is that this responsibility needs to be communicated clearly through whatever means like the master agreement. She has seen this where the current residents agree to it, but then future residents move in and they don't know about it. She asked the developer how they intend to clearly communicate this information to the residents on whom the responsibility lies. Mr. Jim Polyzios said with each purchase agreement, there will be a separate addendum specifically dealing with this issue where the residents acknowledge that this path can

be utilized by the public, but it is still the HOA's responsibility to maintain and take care of. This will avoid issues of residents coming to City Council complaining about the public using their trail system. Member Gurumurthy clarified that it will upfront. Mr. Polyzios said yes, it will be a separate document that he can ask the city attorney to approve before he sends it out.

Regarding the wetlands, Member Gurumurthy asked if they were planning to mitigate them within the site. She said that would be great if they could do that, especially because it's so small. Mr. Kime said they are providing .61 acres of the .65 acres on the site itself. He said it is the difference, the .04 acres that, based on the preliminary design plans, they were deficient in the space to do that. They would construct that elsewhere within the city at the developer's cost. Member Gurumurthy said having over 50% of the land being preserved is something she really appreciates, especially with the development. She said the other thing she would encourage the developers to do is continue to look for areas within the site where they could put the trees.

Member Gurumurthy said she was not on the Council at the time Stonebrook Villas were approved, but she has taken the time to understand some of the history of it, especially because this issue has come up a couple of times. In 2023, Camelot Parc was proposed as 46 apartment units and, of course, open parking lots which didn't align with how the neighborhood was. It was denied. It has come back to Council with several updates. Now, it's 22 for-sale townhomes and lower density. Another thing she understands is the whole public benefit concept. When the Villas were approved, Stonebrook Drive was a public benefit. The public uses it to get to Wildlife Woods Park. This was one of the reasons the Villas was approved. When Council raised some of the concerns, they raised the ideas about open space, being a public benefit and it was very important to her that the parties aligned. She said she was hoping, as Member Smith said, that the developers and the residents at Stonebrook Villas had come to an agreement before the meeting.

Member Gurumurthy said she understands that there is currently a proposal from the developer that has raised the rate from 7% to 15%. The developers corrected her and said it's up to 21% and double the area, including the sidewalks, the landscape, the irrigation, the trimming of the trees along Stonebrook Drive and the mulching. He said everything they have asked him to do he has included in the proposed scope. He can't give them the number they want. They want an economic number and he can't give them a number without looking at the contracts, peeling back the coverage of the driveways, the walkways of the house, the landscaping around their units. He has to scale it back, get to a legitimate number and use that number to budget going forward. He said they could evaluate that budget every year. Currently, the insurance agent for the Villas and their developers' insurance agent is the same guy. His plan is to use the same HOA management firm to make this a seamless transaction where things are transparent so that there are no questions or issues.

Member Gurumurthy said she appreciates all the effort this has taken. At the end of the day, the parties have to align and come to a decision. Two things that stand out with this property: 1) preserving 50% of the land and 2) creating a middle place for residents. She

said with any development, it's hard to preserve and she is really impressed that they are preserving so much and she sees when people cannot afford single family houses, they're in apartments and they would like to move to a place like this. She sees this development as a middle place. With respect to the maintenance agreement, she believes it is really important that the parties align. She appreciates how the developer has updated the percentage. Overall, she is in favor of this development for the reasons she has highlighted. If it is just time that the parties need to come into alignment, she supports tabling this issue today. She said on March 23, 2026, this issue has to come back and she hopes that by that time, the parties will be in alignment on this issue.

Member Heintz said he agrees with what was previously said by the other Council members. He asked to clarify if the buffer zones are no mow, no fertilizer zones and adjacent to the wetlands, if it would be the HOA's responsibility to make that part of their contract with the lawn care provider. Mr. Kime said yes, it would be part of the HOA's contract that they would have to sign with their lawn care provider. They would identify this is a buffer zone. It's a no-mow zone, so you shouldn't see any lawnmowers going in this area. The signage will be in place. The developers have more signs proposed per linear foot than what was recommended by the staff. Member Heintz asked if it were to happen, it would be something that would be dealt with within the HOA. Mr. Kime said yes, there would have to be notice provided to the maintenance provider saying something like, "You're impeding in an area that you're not supposed to. Please stop or your contract will have some fines."

Member Heintz said he appreciated all that had been said. He appreciates the delicacy and the thought that's going into all the ways they can maximize the amount of green space and wetlands and the conservation easement. He said he finds it interesting that a lot of times when developments are proposed in front of them, they have pushbacks about the impacts on the land itself. In this case, it's more the paved space that they're working through right now. He hopes that they will do their best to continue to use this extra time to iron out those needed details to make sure everyone is good with the agreement.

Member Martinez said he would have liked to see this come a little bit more in terms of changes than the last time. He thought Council was pretty clear about the standards they put out there, things that they were looking for. He gave the developers credit for the private open access that is now in compliance with the ordinance. The standard they have to apply under their ordinance in state law is there has to be a recognizable, substantial benefit to the community, that it will not result in unreasonable increases to service utilities, that it won't place an unreasonable burden on surrounding land nearby, that property owners in the natural environment will not cause a negative impact on surrounding properties and that it is consistent with the goals and objectives in the Master Plan. He said he will keep hammering it home because their ordinance tells them they have to go beyond the requirements of the ordinance. There has to be specific identified features to do that. Meeting the base requirements of the ordinance is by itself not sufficient for PSLR benefit and any deviation that goes against the strict text of the ordinance has to have some substitute safeguard to go with it. He asked if the public

benefit showing had improved. He said perhaps marginally. He said he can give the developer some credit there, but the fact that a deviation is no longer required as to the open space does not mean it goes beyond the requirements of the ordinance which is the standard they have to reply.

Member Martinez said as the 10% active open space is an ordinance compliance, that's not anything above and beyond. The public access easement from Wixom strikes him as one of the few clear benefits that gives the public a formalized route to the open space system in the school campus. The question for him is whether it becomes substantial enough to offset the remaining deviations and he doesn't think so as of right now. He said they really tried to impress upon them—not just the Applicant, but also the folks in the HOA and the Villas—that it is important to them that people are coming together to try to find common ground. He thinks Member Smith's proposal tonight is reasonable, but at some point, this project is going to come before Council for a vote and he hopes that everyone gives their best shot to be reasonable, to come together, to try and start over to try to get something done. At some point, one side or the other is going to overplay their hand. He thinks that's something that both parties should be cognizant of. He appreciates that they got a draft agreement, but he would like to see what that agreement will be ultimately. He wants to know exactly what is being done and he would like to see that incorporated into the PSLR development agreement and made a condition of PSLR approval because he thinks it's hard to treat that as a fully reliable substitute safeguard which is what their ordinance contemplates. He said he believes this project is marginally better than before, but it is still borderline in his mind. All of the other points that have been brought up are required compliance under their ordinance or slightly better than what their ordinance already demands.

Member Martinez said he came into this meeting prepared to deny this. He believes they have given this project a lot of time, a lot of thought and it doesn't feel like they are getting anywhere. That was his concern coming into this today. He said they are really lucky that Member Smith is a little bit more diplomatic than he is, but the fact that this is back before Council in its current form, he would characterize it as being substantially similar to what was already tabled. He'll support Member Smith's motion, but if this comes back to them, he'd like to see them take specific note of what it will take to get a yes vote for him. That is a fully defined, binding set of substitute safeguards for the remaining deviations, especially a clearer upgrade to active open space, more area amenities or both, or more substantial park and trail enhancements tied to those deviations, a complete wetland mitigation plan that meets or exceeds the required mitigation and a meeting of the minds between Stonebrook Villas and the developer incorporated as a condition of the PSLR. He said he is open to a PSLR solution. He recognizes that this is a tricky parcel of land, but if he has to apply a test of the ordinance, which is that there has to be a recognizable and substantial benefit to the community and substitute safeguards that our own ordinance requires, he doesn't think he could find that tonight. He invited the developer to come back once they've been able to figure out those remaining points that he just raised. He hopes they can come to a final vote on this sooner rather than later. He encouraged all parties to be reasonable. He doesn't want either party to come away from this thinking they get more than the other. He would like both of them

to come back a little unhappy because that means that they will have both been reasonable and that the project that comes before Council and the proposal that comes before Council will be closer to meeting the standards of their ordinance.

Member Staudt asked if any police leadership were at the meeting. City Manager Cardenas said no. Member Staudt said one of the questions he'd like to get addressed at some point is it's a private road that goes into a public park. What level of law enforcement monitoring happens on that road? City Manager Cardenas asked Member Staudt to clarify what kind of monitoring he was asking about such as speeding on that road, patrolling the park, etc. Member Staudt said there is a road that's between a city use and a public road. He asked what our law enforcement's responsibility on that road is. Member Staudt asked City Attorney Schultz to respond. City Attorney Schultz said he would normally defer to Novi's police, but because they were not in attendance, he said it is a private road. There can be an agreement between the City and the owner of the private road for speeding enforcement and things like that. The parties could explore that. Member Staudt said that is not currently in the agreement that they signed years ago. Member Staudt said there was also an argument brought up that Council doubled the space of the parking and doubled the space of the pickleball courts. He said at the time, they anticipated a specific use and now, they've doubled that use. He asked rhetorically if Council has any responsibility for that. Member Staudt asked City Attorney Schultz and he said the non-rhetorical answer would be that he doesn't believe so. Member Staudt clarified and said, "So you don't believe so legally." City Attorney Schultz said that is correct. Member Staudt asked City Attorney Schultz that if Council had made this into a 50-car parking lot, they would have no responsibility. City Attorney Schultz said he believes, from a legal perspective, as an easement, it serves the same property and that from a legal perspective, there is not an issue there. He said you can make your own judgment on other issues. Member Staudt interjected that there is a legal perspective and then there is a fairness and political perspective. The political perspective is I was sitting here, voted for it and I never anticipated an increased use there. That's something to consider.

Member Staudt asked City Attorney Schultz about the pump area that is there. He asked if that is owned by a separate, private entity. City Attorney Schultz said yes, it is. Member Staudt asked if this private entity has any responsibility. He asked what the public has to offer them. Did they give up something? Were they the owners of the road? City Attorney Schultz said yes, the road moved, their access road. Member Staudt said that was their access road. City Attorney Schultz said yes. Member Staudt said they gave up ownership of the road to create this private road for the development and for the City's usage. City Attorney Schultz said yes, he'd have to go back and look at the details about giving up ownership, but basically, they were involved in the discussions, and they had access and now they continue to have access. Member Staudt said the private owner has little to say about this because they contributed the road.

Member Staudt he is much happier with the 21%. The beauty of being a City Council member is they can disagree with each other. He disagrees with some of the things that have been said. He thinks the development has been well done. He told the developers

they have jumped through a lot of hoops. This road issue has got to get resolved. Last time they were there, he made it very clear that it had to be resolved in order to get his vote. It's not done. He is happy that the developer has gone up to 21%. He asked the developer what 21% equates to in dollars. Mr. Kime said it depends on the size of the pot that you're talking about. Member Staudt said yes, what is the size of the pot the developers are using to base their estimate on. Mr. Polyzios said he didn't come up with an economic number. He was given certain numbers and he needed more information to understand exactly what those numbers represent. Member Staudt said based on what he was reading on the developers' slides, they have a pretty good idea what those numbers represent in terms of totality. For example, if the road is being repaved, will the developer be paying 21% of that? He asked them point blank. Mr. Polyzios said from Wixom Road to the park entrance, yes. Member Staudt said if the total is $200,000, the developers will be paying 21% of $200,000. Mr. Polyzios said that is correct.

Member Staudt said he's not sure if this project gets tabled, he'd suggest that the developers come back with some real numbers, make some estimates. He's a 25-year home owners' association treasurer (he has quit it because it was too painful), so he's assuming that the developer is going to come up with some measures so that their residents understand that they have a long-term liability for this property. Member Staudt said they will put that in their deed restriction or whatever it is that tells them as long as they live there, those residents are going to have to pay 21% of all those expenses. Mr. Polyzios said that is correct. He said Mr. Petoskey asked him to create a separate document so his buyers would not be blindsided when they have to pay for any special assessments or major road improvements. Member Staudt said that's kind of like the residents that live in Stonebrook Villas. They feel blindsided by what happened in their situation. Member Staudt said this is crystal clear and Mr. Polyzios said absolutely.

Member Staudt asked Mr. Polyzios how they got to 21% after starting at 12.7%. Mr. Kime said it's a matter of understanding how the calculations occur. Member Staudt said he doesn't care about calculations. Member Staudt said, at the end of the day, the 21% is creeping a lot closer to what he thinks is the fair standard. He's happy they have a calculation that came to 21%. He heard some of the residents mention 20-25%. 21% is in the ballpark where he would feel comfortable. Mr. Kime said 21% is the exact unit percentage breakdown Camelot versus Stonebrook Villas. It's based on a unit-by-unit basis. It's not based on the size of the pie. They've got the defined area and every unit in Stonebrook and every unit in Camelot Parc drives over the same road so they're each paying their own proportionate share of the shared portion as illustrated for the improvements. Mr. Polyzios said it's not just the road; they're talking about the lawn service, the irrigation, the sidewalks. He said he is throwing more things into the pot that he is willing to take care of from Wixom Road to the park entrance.

Member Staudt said, as an accountant, he'd like to know what that pot is. Is it $20,000, $30,000, $50,000 or $100,000? They're talking percentages right now. It's going to turn into real money at some point. He said he doesn't know what will happen on this vote to table it, but he will say this: both sides have a responsibility to meet and get this done. He said clearly, the developer has a legal right to this property, and he knows there is some

dispute about that. He said this road was set up so that the owner of the property would have access to it. He accepts that. He thinks they have gone out of their way to propose a development that fits what they wanted for that property which is a lot of green space and a lot of easements and a lot of conservation. He said let's see what happens on this first vote. If it gets tabled, and they come back, he is telling them, they need to get it done.

Mayor Pro Tem Casey said she'll give the developers a quick breather. She asked City Manager Cardenas what they're hearing about the wetland mitigation within the city is the smallest amount they've ever heard. She clarified with the developer that the amount is 0.04 acres. They said yes. She said that needs to get mitigated within the city. She said she knows generally, they've had some challenges trying to see if they've got that kind of space. She asked if the City has 0.04 acres available for them to do the mitigation in the city. She said she knows they don't have "banks" per se. City Manager Cardenas said they would have to look at that. He is sure there might be something available somewhere, but he did not feel like he could give them a definitive, complete answer on that. Mayor Pro Tem Casey said she just wanted to make sure because generally, developers have much more that they need to mitigate and Council doesn't have that kind of space in the city. She was happy this is such a small amount and she's very hopeful that they can find that in the city to make it a process that works for everyone.

Mayor Pro Tem Casey said the developers had heard a lot from her colleagues. Generally, she agrees with the feedback that shares that she's pleased with how they've built out the development. She appreciates the fact that they're talking about a 50% conservation easement. She feels like they've done a great job looking at protecting the wetlands. She appreciates that they've brought in more trees versus paying into the tree fund. She appreciates all the work they've done. She differs from her colleagues in saying that what they're proposing in terms of not just trying to maintain the road, which was the charge that was given to them by Council, that they are working with the residents and figuring out how they can help maintain the road. They've done that. They are offering to maintain it beyond their own driveway. They're offering to maintain it to the park entrance. They're offering to maintain not just the pavement, but snow clearing, sidewalks, mowing, and irrigation. She appreciates the work they've done. She can understand that there's some challenges in understanding what 21% means. She looks forward to seeing what that number comes out as. She also looks forward to the HOA helping work through that with them, so they understand the commitment they're making. She would like them to have a number in their heads that says they are committing to x amount of dollars per year. She would like them to have confidence in that number because she knows that number will likely go up year after year as costs rise. That will then be something that the residents of Camelot Parc will be taking on as part of their HOA year after year. That becomes their responsibility to maintain the developers' commitment. Mr. Polyzios said that is correct. If he were to give them a number today, it will not be the same number two or three years from now. He said he is dealing with a percentage to say this is what it is on that given budget or that given year. He will try to figure out exactly, break down the cost that the Villas incur and try to figure out what

that means for him and what the percentage means. He can bring that feedback back to Council.

Mayor Pro Tem Casey said she appreciates that. This is an awkward situation for several reasons. A previous Council made a determination when the Villas was built that they would accept a private road with access to what is now Mr. Polyzios's development with access to the City's park. That was a public benefit that they expected from the Villas. Now it has become more of a challenge than they expected it to be when they accepted that benefit back in 2016, she thinks it was. They're here now and she thinks, generally, she appreciates what they've done. She said she will look at them and say she expects continued progress on the negotiation. She will look at the HOA and say she expects continued progress on this negotiation. Initially, she is not in favor of tabling this project because they did that once in December. They postponed to give time for this negotiation to happen. It still hasn't happened. She's not sure that giving it another month is the right thing to do. She said she would tentatively approve it tonight and then allow the continued negotiations as they're working out the agreement. There might be some leeway at the Council table to move for that. She said as it stands right now, she thinks they've done a good job in working to come up with this calculation. It concerns her slightly that they will have 21 units that have this kind of cost that they'll be bearing year after year, but that will be their decision when they purchase. It will be fully disclosed to them when they purchase. She looks forward to seeing this come back to Council for tentative approval in the not-too-distant future with a solid negotiated agreement between the developers and the HOA.

Roll call vote on CM 26-02-021 **Yeas: Fischer, Gurumurthy, Heintz, Martinez, Smith**
Nays: Casey, Staudt

6. Consideration of final approval for rezoning property north of Eight Mile Road, west of Garfield Road. The development is Mariella Estates, a 10-lot single-family project. The zoning will change from Residential Acreage to R-1 with a Planned Rezoning Overlay. SECOND READING

The petitioner stood and introduced himself as Chris Rothhaar with Atwell. He said this is their second time coming before Council. He is seeking final approval for the 10 units as part of the Mariella Estates. He said since the last time, there have been no changes to the plans. They've just finalized the development agreement and they're working through the final site plan with city staff.

CM 26-02-022 **Moved by Casey, seconded by Martinez: MOTION CARRIED 7-0**

Approval of the request for Mariella Estates JZ24-43 with Zoning Map Amendment 18.750, to rezone from Residential Acreage to R-1, subject to the attached Planned Rezoning Overlay (PRO) Agreement and exhibits including the corresponding PRO Plan, the conditions of this Motion, and the conditions listed in the staff and consultant

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Discussion on the future of the Novi Ice Arena based on a referral from the Finance and Administration Committee

SUBMITTING DEPARTMENT: City Manager
Parks, Recreation & Cultural Services

BACKGROUND INFORMATION:

The Novi Ice Arena is a 75,000-square-foot facility with two 85 x 200 sheets of ice, opened to the public in September 1998. The Ice Arena operates as part of the City's Ice Arena Fund (an Enterprise Fund). It was originally funded through revenue bonds, which are now fully repaid using rental income from ice sales. As a self-sustaining facility, the arena must generate sufficient revenue to cover operational costs. The City of Novi contracts with Suburban Arena Management, LLC, to operate the facility.

With the facility now debt-free and in very good operational condition, the Finance and Administration Committee (FAC), back in July 2025, began discussion on the future of the Novi Ice Arena. Data on budget projections, future Capital Improvement Project needs, lease and sale options, elimination of the debt service, an appraisal of the arena, and other items have been reviewed by the committee.

As a result of the deliberations at the FAC's meeting on February 19, 2026, the committee directed City Administration to bring forward three options for City Council discussion and possible action as it pertains to the future of the arena:

1. Solicit bids for sale of the Ice Arena with potential deed restrictions on any potential resale of the property/building.

2. Obtain bids on additional studies such as a 20 Year Capital Needs Assessment (estimated $8,000-10,000), Site, Building & Operational Due Diligence (Estimated $25,000), and/or Operational & Ownership Options Analysis (Estimated $45,000)

3. Maintain current operations. City Staff will continue to monitor the financial performance and projections of Suburban Arena Management, LLC, including the arena's capital needs.

Reference materials included for the purpose of the discussion include:

- Finance and Administration Committee packet from February 19th, including Ice Arena accounting analysis from City Finance Department, revenue projections and history, and draft proposals for additional studies.
- Current contract with Suburban Arena Management, LLC for management of the arena approved by City Council on April 7, 2025.
- Letter from the City Attorney's office detailing considerations related to the sale or lease of the property and use of enterprise funds.
- August 2025 appraisal by Integra Realty Resources projecting a value of $3,600,000.
- News articles on the sale of Ice Arenas by the communities of Hazel Park and Mt. Clemens, MI.

RECOMMENDED ACTION: Provide direction to City Administration on next steps to pursue for the future of the Novi Ice Arena.

The City of Novi's Ice Arena is an enterprise fund in the City's audit. This is a typical fund assignment for activities that are meant to cover their costs and in essence, run like a business. However, with this type of fund, there is no fund balance designation. Rather, the amount available at the end of the year is considered "Unrestricted Net Position".

This distinction is important. In governmental funds (such as the General Fund), fund balance is viewed as the amount available to the governing body to spend or support various activities. In enterprise funds, the value of the assets such as buildings, equipment, etc. are included in the audit as well as any outstanding debt (i.e. pension, retiree health care, bonded debt). In order to determine how much is available to spend, Current Assets minus Current Liabilities can be a more appropriate measure.

In the June 30, 2025 audit, we see the following:

	Ice Arena		
Assets			
Current assets:			
Cash and cash equivalents	$ 115,441		
Investments	$ 619,187		
Receivables:			
Leases	$ 24,186		
Other	$ 17,062		
Inventory	$ 3,238		
Prepaid items and other assets	$ 6,609		
Total current assets	$ 785,723		
Noncurrent assets:			
Receivables:			
Leases	$ 3,185,814		
Capital assets not being depreciated	$ 409,701		
Capital assets being depreciated, net	$ 4,417,430		
Total noncurrent assets	$ 8,012,945	$411,022	
Total assets	$ 8,798,668		
Liabilities			
Current liabilities:			
Accounts payable	$ 272,394		
Accrued salaries and wages	$ 9,771		
Other accrued liabilities	$ 4,513		
Refundable deposits	$ 88,023		
Total current liabilities	$ 374,701		
Deferred inflows of resources			
Deferred lease amounts	$ 3,210,000		
Total deferred inflows of resources	$ 3,210,000		
Net position			
Net investment in capital assets	$ 4,628,929	(Capital net of Construction-related payables)	
Unrestricted	$ 585,038		
Total net position	$ 5,213,967		

It would be incorrect to equate Total Net Position of $5,213,967 to “Fund Balance” as the value of the Capital Assets and Leases (Noncurrent Assets) are not liquid and cannot help pay the bills or fund various capital projects. Instead, we can look at Current Assets of $785,723 (mainly Cash and Investments) and subtract Current Liabilities of $374,701 and determine the Ice Arena has $411,022 in current available resources per the audit.

Another question that has arisen concerns how the funding previously allotted to debt service payments was spent.

Ice Arena Statement of Cash Flows History		
	6/30/2025	**6/30/2024**
Cash flows from operating activities		
Cash received from customers	$ 2,188,110	$ 2,095,596
Cash payments for goods and services	$(1,792,552)	$(2,347,989)
Net cash provided by (used in) operating activities	$ 395,558	$ (252,393)
Cash flows from capital and related financing activities		
Acquisition/construction of capital assets	$ (699,456)	$ (135,297)
Principal paid on bonds and other long-term liabilities		$ (520,000)
Interest paid on bonds and other long-term liabilities		$ (11,440)
Net cash provided by (used in) capital and related financing activitie	$ (699,456)	$ (666,737)
Cash flows from investing activities		
Sale of securities	$ 110,570	$ 622,767
Interest and dividends received	$ 134,836	$ 148,149
Net cash provided by (used in) investing activities	$ 245,406	$ 770,916
Net change in cash and cash equivalents	$ (58,492)	$ (148,214)
Cash and cash equivalents, beginning of year	$ 173,933	$ 322,147
Cash and cash equivalents, end of year	$ 115,441	$ 173,933

When we compare the Statement of Cash Flows in the audit year over year, we can see in the 2024 audit, the principal and interest paid was $531,440. In the 2025 audit, the cash was used to finance capital assets/improvements (an increase from $135K to $699K).

Finance has verified that the management fee has not exceeded the agreed upon contract amount.

TO: Jeff Muck, Director
Parks, Recreation & Cultural Services
City of Novi

FROM: Tom Anastos
Suburban Sports Group

DATE: January 15, 2026

RE: Novi Ice Arena Revenue Performance

The following is a summary of revenue performance (based on FYE 2024-25) and my general analysis:

REVENUES	2024-25	% Rev.
Ice Rental & Leagues	1,292,082	58%
Figure Skating	300,603	13%
Learn to Skate	297,724	13%
Drop-in/Public Skating	120,923	5%
Concession Sales (Net of COGS)	42,664	2%
Pro Shop Rental	14,500	1%
Skate Rental	31,214	1%
Room Rentals/Parties	10,119	0%
Advertising	5,338	0%
Cell Tower Rental	127,395	6%
TOTAL	2,242,562	

As you know, since we took on management of the Novi Ice Arena back in 1999 after its challenging start, we have been guided by the city to operate the facility in a manner that would be "financially responsible" (cover operating expenses and debt service) as it is an "enterprise" entity while servicing the interests of the community and patrons. As such, we have built budgets, set pricing and have juggled the interests of various customer-interests to achieve those objectives to date.

The key drivers to successful ice arena operations include diverse offerings, including a vibrant amateur hockey program (youth, adult and high school), figure skating and

recreational skating programs, striving to maximize utilization and meet the challenges presented by the seasonality of the business. All other ancillary revenues such as concession sales, pro shop and skate rental, etc are really driven by participation levels in the programs noted above, as well as overall utilization.

From purely a revenue prospective, the $2,242,000 overall net revenues is very much in line with other well-performing two-sheet ice arenas (and I would estimate near the top in the market). Programmatically, our Learn to Skate program is the largest in the State and among the largest in the country. Our adult hockey league operates at or near capacity annually and our figure skating related revenues are also very strong.

In assessing potential opportunities for revenue growth we can consider the following:

Ice rental rates – generally, we have maintained rates higher than other municipally-owned facilities in the market, yet 10-15% lower than the highest rates in the market (mostly privately held facilities who also have property tax obligations that the municipal facilities do not).

Novi Youth Hockey Association (NYHA)/Youth Hockey -- as has been discussed and shared in recent times, the NYHA has historically been the principal user group in the facility, yet the NYHA's program has reduced in size significantly from years past. I believe that their structural business model in today's marketplace is antiquated and has not adapted to the demands of current market conditions and consumer interests in order to grow their program. As such, this season we implemented a plan that we presented to both City officials and the NYHA in January 2024 – and it's gaining traction. It has started to show the signs of growth that we projected, however we are in the very early stages of implementation. I believe that growth will occur but will take time to manifest over the next 3+ years.

Events – we host a number of youth hockey tournaments throughout the year which play an important role in both revenue generation, facility utilization as well as provide general economic impact to the local community. We have become a primary location for many tournament operators, including hockey's national governing body, USA Hockey, being one of their host sites (along with their own facility in Plymouth) of their annual 15-only boys National Championships each year. Other than their own Plymouth-based facility, the Novi

Ice Arena is the only facility in the country to host one of USA Hockey's National Tournaments every year. Adding more tournament events is challenging because of its impact on reducing ice blocks from the core user groups (and results in more of a displacement of ice rather than new sales). We will continue to focus on trying to add events in the spring and or summer season where possible.

Seasonality: Spring/Summer – While it's a very challenging task, we continue to focus on growing activity levels during the spring and summer seasons. The strong figure skating program utilizes a lot of ice during this time which makes daytime opportunities limited. We are reassessing ways to potentially reconstruct some of this time to see if we can find ways to increase utilization, even if marginally. We will also be adding a summer high school league this year which will be a very nice addition.

New Concept Considerations

There have been a number of ancillary concepts studied in recent times, which include:

Bar/Restaurant

Without consideration as to whether a bar/restaurant would make any sense in the ice arena (compatibility/alignment with program offerings, etc.) – we assessed it strictly from a financial viability perspective. First – space would need to be built out (basic framing enclosure with plumbing and electrical access) to be positioned to attract a 3rd party operator. Cost estimates to do so and locate in the center of the viewing lobby space (which is the most feasible) was in the $70,000 -- $80,000 range for approximately 1,700 square feet of space. If we were able to attract a reputable and interested party, typical market rental rates in a property like the ice arena would fall somewhere between $6-$12 per s.f. – which would yield at the high end $20,400 per year in rent. This is less than what we do at our current concession stand. Keeping both open and operating at the same time would not be feasible.

Advertising/Naming Rights

Currently we sell limited signage opportunities, primarily dasherboard signage. The net yield off such sales based on market interest and rates is not significant and its growth potential may range in an additional $5,000-$8,000 at capacity.

Naming rights of the building could be a consideration. Given that we aren't experts in this specific area, consulting with a sponsorship/marketing group that specializes in such valuations would be our recommended course of action. My best-guest estimate is a building naming rights deal could result in $40,000-$50,000 annually (less 3rd party sales commissions).

Room Rentals

Since the inception of the facility (prior to Suburban taking on the management of the facility), the Novi High School hockey team, Northville High School hockey team and Figure Skating Club of Novi utilize dedicated locker rooms for their respective groups at no charge. In other arenas we own and operate, similar type rooms are rented at rental rates between $6,000-$8,000 per season. In addition, the NYHA and skating club utilize dedicated office space at no charge as well. Rental rates for those two spaces would likely be at a minimal level.

Dry Floor Events/Activities

The arena was built with two sand floors under the ice surfaces which does not allow for use in the event we take the ice out to host dry floor activities. As such, either new concrete floors would need to be added or portable flooring would need to be purchased (which presents a whole new set of issues, including storage, increases in labor, etc.). In our opinion, these options are not economically feasible to attract enough event activity to overcome the costs of conversion and the loss of ice utilization during the summer time period.

Let me know if you have any questions.
Thank you.

ON-SITE INSIGHT
A RECAP REAL ESTATE ADVISORS COMPANY

WORK AUTHORIZATION

February 12, 2026

Novi Ice Arena
c/o Jeffrey Muck
City of Novi Parks, Recreation & Cultural Services
45175 Ten Mile Road
Novi, MI 48375
jmuck@cityofnovi.org 517-404-2931

Property Name: **Novi Ice Arena** (1 Building, 76,707 sq. ft.)

Property Address: 42400 Nick Lindstrom Drive, Novi, MI 48375

ON-SITE INSIGHT, Inc. (OSI) will perform the below described services for the above captioned projects. Please execute this agreement authorizing us to proceed for the proposed fee and terms. No work will be performed until you return this authorization, properly executed. Cooperation in providing **OSI** with necessary information and assistance in performing the work is assumed. Acceptance of this agreement by signature authorizes **OSI** to proceed as described and commits the client to perform tasks as herein provided.

SCOPE OF SERVICES – Capital Needs Assessment / Accessibility Assessment

- ***Scope of Work*** – The assessment will determine the overall physical condition of the property through evaluation of the site, building architecture and systems.
- ***Field Assessment*** – Accurate and complete field assessments require site and building plans, adequate escorts for field assessors.
- ***Preliminary Report*** – Consists of a 20-year capital needs evaluation in executive summary and quantitative form (including replacement reserve analysis in appropriate format) plus photographic documentation and graphic presentation of key observations/findings. Client to receive electronic copy in PDF format.
- ***Joint Review of Preliminary Report*** – fee is inclusive of one round of joint review, conducted by phone. Client should have all appropriate parties participate in this discussion.
- ***Final Report*** – Final report to incorporate joint review comments by client. Client to receive electronic copy in PDF format.
- ***Additional Services*** – Additional services, including but not limited to additional rounds of report review, presentations of report findings to other interested parties, and meetings conducted in person or after normal business hours, will be subject to additional charges billed at Senior Associate rate of $295 per hour.
- ***Work does not include assessment of presence of any environmentally hazardous materials (e.g., asbestos or lead-based paint), architectural or engineering services.***

FEE:

- $8,950 Payable as follows:
  - $4,475 due on signing this agreement. X_____
    Initials here
  - **Balance due 30 days from the issue of the Preliminary Report.**

Property Name: **Novi Ice Arena** (1 Building, 76,707 sq. ft.)

Property Address: 42400 Nick Lindstrom Drive, Novi, MI 48375

TERMS & CONDITIONS:

- **Payments -- The client agrees that any amount unpaid after thirty days will be subject to interest at the rate of 18% per year (1.5% per month) until such unpaid amount is paid in full. Additionally, client will be responsible for the reasonable cost of collection of any such unpaid amounts, including collection and attorney's fees.**
- **Limitation of Liability -- Provided On-Site Insight is not negligent in performing its duties, the Customer hereby indemnifies and holds harmless On-Site Insight, its subsidiaries, its principals, shareholders, agents and representatives, from any claims, causes of action, lawsuits, demands or any other costs (including legal fees) that may be incurred as a result of On-Site Insight's work in connection with the transaction, as a result of actions undertaken by On-Site Insight at the behest of the Customer, or actions taken by the Customer, or others in full or partial reliance on the services, information or work product provided by On-Site Insight. On-Site Insight hereby indemnifies and holds harmless Customer, its principals, shareholders, agents and representatives, from any claims, causes of action, lawsuits, demands or any other costs (including legal fees) that may be incurred as a result of actions undertaken by On-Site Insight. On-Site Insight's liability under this Section shall not exceed the total compensation received by On-Site Insight hereunder.**
- **Cancellation and/or Rescheduling -- In the event the Client cancels or requests a rescheduling of the confirmed assessment, the Client shall pay for all services fully or partially performed to-date, and all related costs incurred (such as non-refundable travel expenses and change fees).**
- **Final Reports -- Preliminary Reports that are not finalized within 60 days of issuance will be deemed final and a Final Report will be issued to the client.**
- **Work (including issue of final report) to be completed on a schedule to be agreed upon, assuming prompt response by client to schedule and report requirements. Changes in schedule or scope of work after agreement will entail change in terms, including but not limited to due date and fee. Work will be performed to endeavor to be in compliance with applicable governmental and professional standards, regulations and requirements, with normal care and competence**
- **The fee quoted is valid for 90 days.**

OSI:

By: Christopher L. Hesen

Title: Chief Executive Officer

Date: February 12, 2026

Operations Manager: Tyler Hesen / WA-26059

Agreed & Accepted:

By: _____

Title: _____

Date: _____

PLEASE NOTE OUR REMITTANCE ADDRESSES HAVE CHANGED

FOR CHECK PAYMENTS SENT BY US MAIL

Please mail your check payment to the following address:
On-Site Insight, Inc.
PO Box 412518
Boston, MA 02241-2518

FOR WIRE TRANSFER PAYMENTS

Bank of America, 100 Federal Street, Boston, MA 02110
Routing Number: 026009593
Account Number: 004640502919
Account Name: On-Site Insight, Inc.

FOR OVERNIGHT DELIVERY OF PAYMENTS

Please send all overnight delivery of payments to the following address:
Bank of America Lockbox Services
On-Site Insight Inc. 412518
MA5-527-02-07
2 Morrissey Blvd.
Dorchester, MA 0212

Real Estate Asset Operational and Ownership Analysis & Playbook

Proposed Scope of Services – Novi Ice Arena

Step 1 – Site, Building and Operational Due Diligence *(NTE $25,000):*

1. Property Due Diligence: It is assumed that ownership is fee simple, no significant encumbrances of record exist and that the use meets the requirements of the master plan and applicable zoning regulations in addition to other critical regulations that may constrain the use.
2. Facility Condition Assessment: Review existing capital reports and perform facility condition assessment to identify short-, medium- and long-term capital budget needs for ongoing operation including site conditions, building enclosure, interior, MEP systems (incl. ice plant). This assessment report represents a statement of the physical condition of the buildings and properties based upon visual site observation and PMR's professional judgment. It applies only to those portions of the property, items, and equipment that PMR staff were able to visually observe. Walls and ceilings will not be opened to observe covered, hidden, or concealed conditions. PMR's assessment of plumbing systems will not include the collection or testing of water samples to determine water quality. The assessment of mechanical systems and equipment is based on general observations of condition and/or age and not a full diagnostic or inspection by a certified maintainer. In addition, PMR will not sample any property components or test nonfunctioning equipment at the time of the assessment. PMR's assessment, analysis, and recommendations are, in whole or in part, dependent on the information provided by the City and other third parties. PMR cannot provide an opinion on the reliability of such information, and inaccuracies in such information may impact our assessment, analysis, and recommendations.
3. Operational Review: Review existing management agreements and leases and historical, current and future operational projections, for reasonableness and professional observations.
4. Appraisal Review: Review the recently completed appraisal to understand findings and assess the results.

Deliverable: Identification of existing conditions and current status of Ice Arena.

Step 2 – Operational and Ownership Options Analysis (guided by Step 1 findings) *(NTE $45,000):*

1. Identify a competitive set of 3-4 ice arenas, in addition to future pipeline in the market area as available, to understand supply status, performance, relative value and possible alternatives to existing ownership and operating model.
2. The competitive set will be determined by profiling competitive properties based on industry metrics which may include location, programming, target market audience, and other critical success factors, as available. Analysis includes assessing the market using in-depth market knowledge, coupled with database sources including Placer, AI.
3. Demand Forecast and Market Outlook: Develop market forecasts for current and future demand utilizing regional growth projections, pipeline data, locational strengths, changes in employment and other statistical data relevant to industry demand.

Deliverable: A playbook identifying options that may serve Novi residents for ongoing Ice Arena ownership and operations, and which may include but is not limited to, hold as is, hold and explore operational changes including for profit status, public/private partnerships, sell and lease back, sell, or redevelop. The quantitative and qualitative strengths, weaknesses, opportunities and threats (SWOT) matrix of each option will be provided.

Note: PMR's services are subject to the refinement of scope and execution of a formal agreement including standard terms and conditions between PMR and the City. PMR's standard rates will be provided and will be discounted by 20% in recognition of the City's relationship with PMR. PMR has provided similar services recently for the City of Birmingham Ice Arena and other athletic and community recreational facilities, the details of which can be provided.

DRAFT

Assumptions & Considerations

1) 2025-26 updated to represent "forecasted" FYE to include actual performance thru December plus budgeted performance thru June.
2) All revenue line items annually increase by 3% unless noted otherwise in notes (column L) - resulting in a 10-year average annual revenue growth of 3.1%.
3) All COGS & G & A expense line items annually increase by 3% unless noted otherwise in notes - resulting in a 10-year average annual expense growth of 3.4%.
4) 2028-29 (and/or surrounding years) could be significantly impacted if Little Caesars/Ilitch organization opens a new 3-4 sheet ice facility in Farmington Hills. Forecasts not adjusted to consider marketplace impact.
5) Winter Olympic years noted as historically Learn to Skate registrations see greater participation than average year.
6) 3 Year Actuals

	ACTUAL			1	2	3	4	5	6	7	8	9	10	
	2022-23	2023-24	2024-25	FORECASTED FYE 2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	NOTES
Income														
Ice Rental	$ 810,029	$ 922,465	$ 1,013,552	$ 1,185,899	$ 1,221,476	$ 1,258,120	$ 1,295,864	$ 1,334,740	$ 1,374,782	$ 1,416,025	$ 1,458,506	$ 1,502,261	$ 1,547,329	
Leagues	$ 330,907	$ 331,582	$ 278,530	$ 356,528	$ 367,224	$ 378,241	$ 389,588	$ 401,275	$ 413,314	$ 425,713	$ 438,484	$ 451,639	$ 465,188	
Freestyle Figure Skating	$ 168,057	$ 174,478	$ 163,567	$ 207,535	$ 213,761	$ 220,174	$ 226,779	$ 233,582	$ 240,590	$ 247,808	$ 255,242	$ 262,899	$ 270,786	
Ice Dancing	$ 128,178	$ 128,880	$ 137,036	$ 136,377	$ 140,468	$ 144,682	$ 149,023	$ 153,494	$ 158,098	$ 162,841	$ 167,727	$ 172,758	$ 177,941	
Learn to Skate	$ 248,503	$ 280,507	$ 297,724	$ 299,082	$ 308,054	$ 317,296	$ 326,815	$ 343,156	$ 353,450	$ 364,054	$ 374,976	$ 393,724	$ 405,536	*5% increase in Olympic years*
Drop In Hockey	$ 7,385	$ 22,055	$ 31,592	$ 29,607	$ 30,495	$ 31,410	$ 32,352	$ 33,323	$ 34,323	$ 35,352	$ 36,413	$ 37,505	$ 38,630	
Public Skate	$ 36,910	$ 72,345	$ 89,331	$ 90,254	$ 92,962	$ 95,750	$ 98,623	$ 101,582	$ 104,629	$ 107,768	$ 111,001	$ 114,331	$ 117,761	
Concessions	$ 23,222	$ 49,640	$ 88,312	$ 81,922	$ 84,380	$ 86,911	$ 89,518	$ 92,204	$ 94,970	$ 97,819	$ 100,754	$ 103,776	$ 106,890	
Rental Income - Pro Shop	$ (700)	$ 17,056	$ 14,500	$ 5,400	$ 10,800	$ 11,124	$ 11,458	$ 11,801	$ 12,155	$ 12,520	$ 12,896	$ 13,283	$ 13,681	
Vending Commissions	$ 1,683	$ 1,738	$ 1,958	$ 1,182	$ 1,217	$ 1,254	$ 1,292	$ 1,330	$ 1,370	$ 1,411	$ 1,454	$ 1,497	$ 1,542	
Rental - Skate	$ 26,011	$ 29,443	$ 31,214	$ 27,782	$ 28,615	$ 29,474	$ 30,358	$ 31,269	$ 32,207	$ 33,173	$ 34,168	$ 35,193	$ 36,249	
Birthday Parties	$ 4,133	$ 6,800	$ 2,414											
Room Rentals	$ 8,910	$ 4,850	$ 7,705	$ 7,720	$ 7,952	$ 8,190	$ 8,436	$ 8,689	$ 8,950	$ 9,218	$ 9,495	$ 9,779	$ 10,073	
Advertising	$ 5,200	$ 5,441	$ 5,237	$ 6,522	$ 6,718	$ 6,919	$ 7,127	$ 7,341	$ 7,561	$ 7,788	$ 8,021	$ 8,262	$ 8,510	
Misc Rev		$ 9,555	$ -											
Sprint Tower	$ 119,581	$ 121,563	$ 130,151	$ 102,852	$ 118,280	$ 118,280	$ 118,280	$ 118,280	$ 118,280	$ 118,280	$ 136,022	$ 136,022	$ 136,022	*Per City contract*
Interest on Investments	$ 35,509	$ 31,466	$ 26,273											
Interest Income Capital Reserve	$ (613)	$ 19,233	$ 11,785											
EECBG Federal Grant				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Income	**$ 1,952,903**	**$ 2,229,098**	**$ 2,330,882**	**$ 2,538,662**	**$ 2,632,402**	**$ 2,707,826**	**$ 2,785,512**	**$ 2,872,066**	**$ 2,954,679**	**$ 3,039,771**	**$ 3,145,158**	**$ 3,242,931**	**$ 3,336,139**	
Cost of Goods Sold														
Leagues	$ 87,562	$ 77,787	$ 71,563	$ 74,997	$ 77,247	$ 79,564	$ 81,951	$ 84,410	$ 86,942	$ 89,550	$ 92,237	$ 95,004	$ 97,854	
Learn to Skate Expense	$ 21,153	$ 17,824	$ 20,249	$ 18,608	$ 19,166	$ 19,741	$ 20,333	$ 21,147	$ 21,781	$ 22,435	$ 23,108	$ 24,032	$ 24,753	*3% increase in Olympic years*
Birthday Party		$ 198												
Ice Dancing	$ 58,875	$ 58,763	$ 65,295	$ 59,163	$ 60,938	$ 62,766	$ 64,649	$ 66,588	$ 68,586	$ 70,644	$ 72,763	$ 74,946	$ 77,194	
Concession Costs	$ 18,305	$ 30,947	$ 45,648	$ 39,384	$ 40,566	$ 41,782	$ 43,036	$ 44,327	$ 45,657	$ 47,027	$ 48,437	$ 49,890	$ 51,387	
Advertising Production Costs	$ 900	$ 517	$ 704	$ 700	$ 721	$ 743	$ 765	$ 788	$ 811	$ 836	$ 861	$ 887	$ 913	
Total COGS	186,794	186,036	203,459	192,852	198,638	204,597	210,735	217,260	223,778	230,491	237,406	244,759	252,102	
Gross Profit	**1,766,109**	**2,043,062**	**2,127,422**	**2,345,810**	**2,433,765**	**2,503,229**	**2,574,778**	**2,654,806**	**2,730,901**	**2,809,280**	**2,907,752**	**2,998,172**	**3,084,037**	
General &Administrative Expenses														
Cash Over Short	$ 3	$ (17)	$ (16)											
Wages & Benefits	$ 719,663	$ 847,643	$ 964,830	$ 1,031,856	$ 1,062,812	$ 1,094,696	$ 1,127,537	$ 1,161,363	$ 1,196,204	$ 1,232,090	$ 1,269,053	$ 1,307,124	$ 1,346,338	
Repairs	$ 14,075	$ 15,088	$ 7,841	$ 136,985	$ 141,095	$ 145,327	$ 149,687	$ 154,178	$ 158,803	$ 163,567	$ 168,474	$ 173,528	$ 178,734	
Maintenance & Supplies	$ 240,354	$ 238,860	$ 251,202	$ 150,829	$ 155,354	$ 160,014	$ 164,815	$ 169,759	$ 174,852	$ 180,098	$ 185,501	$ 191,066	$ 196,798	
Rental Expense - Equipment	$ 3,501	$ 4,929	$ 5,075	$ 3,897	$ 4,014	$ 4,134	$ 4,258	$ 4,386	$ 4,518	$ 4,653	$ 4,793	$ 4,937	$ 5,085	
Electricity	$ 179,900	$ 190,874	$ 180,578	$ 189,397	$ 200,761	$ 212,806	$ 225,575	$ 239,109	$ 253,456	$ 268,663	$ 284,783	$ 301,870	$ 319,982	*Last 5 years ave. +6%/yr*
Gas	$ 56,192	$ 44,424	$ 56,444	$ 56,382	$ 59,765	$ 63,351	$ 67,152	$ 71,181	$ 75,452	$ 79,979	$ 84,778	$ 89,864	$ 95,256	*Last 5 years ave. +6%/yr*
Water and Sewer	$ 12,264	$ 16,336	$ 13,603	$ 14,990	$ 15,440	$ 15,903	$ 16,380	$ 16,871	$ 17,378	$ 17,899	$ 18,436	$ 18,989	$ 19,559	
Insurance - General	$ 12,867	$ 13,412	$ 15,499	$ 15,384	$ 15,846	$ 16,321	$ 16,811	$ 17,315	$ 17,834	$ 18,369	$ 18,920	$ 19,488	$ 20,073	
Marketing & Promotions	$ 12,496	$ 14,095	$ 13,934	$ 11,020	$ 11,351	$ 11,691	$ 12,042	$ 12,403	$ 12,775	$ 13,158	$ 13,553	$ 13,960	$ 14,379	
Bank /Credit Card Fees	$ 37,490	$ 38,335	$ 40,853	$ 44,038	$ 45,359	$ 46,720	$ 48,122	$ 49,565	$ 51,052	$ 52,584	$ 54,161	$ 55,786	$ 57,460	
Dues and Subscriptions	$ 2,196	$ 1,190	$ 1,219	$ 2,014	$ 2,074	$ 2,137	$ 2,201	$ 2,267	$ 2,335	$ 2,405	$ 2,477	$ 2,551	$ 2,628	
Office Expense	$ 4,130	$ 11,719	$ 12,168	$ 8,412	$ 8,664	$ 8,924	$ 9,192	$ 9,468	$ 9,752	$ 10,044	$ 10,346	$ 10,656	$ 10,976	
Professional Fees	$ 12,149	$ 12,468	$ 13,709	$ 14,947	$ 15,395	$ 15,857	$ 16,333	$ 16,823	$ 17,328	$ 17,847	$ 18,383	$ 18,934	$ 19,502	
Technology	$ 29,027	$ 55,531	$ 52,335	$ 43,039	$ 44,330	$ 45,660	$ 47,030	$ 48,441	$ 49,894	$ 51,391	$ 52,933	$ 54,521	$ 56,156	

Telephone	$	7,994	$	6,041	$	8,652	$	8,454	$	8,708	$	8,969	$	9,238	$	9,515	$	9,801	$	10,095	$	10,397	$	10,709	$	11,031	
Meals & Entertainment	$	6,229	$	7,576	$	6,080	$	2,643	$	2,722	$	2,804	$	2,888	$	2,975	$	3,064	$	3,156	$	3,251	$	3,348	$	3,449	
Mileage & Travel	$	-	$	-	$	-	$	3,777	$	3,890	$	4,007	$	4,127	$	4,251	$	4,379	$	4,510	$	4,645	$	4,785	$	4,928	
Uniforms	$	5,779	$	4,045	$	2,941	$	4,251	$	4,379	$	4,510	$	4,645	$	4,785	$	4,928	$	5,076	$	5,228	$	5,385	$	5,547	
Management Fee	$	122,376	$	142,128	$	132,360	$	138,000	$	138,000	$	145,520	$	145,520	$	145,520	$	149,260	$	149,260	$	153,738	$	153,738	$	158,350	*Per City agreement thru Yr. 5 / pi*
Total G &A Expenses		***1,478,685***		***1,664,676***		***1,779,307***		***1,880,315***		***1,939,958***		***2,009,352***		***2,073,552***		***2,140,175***		***2,213,063***		***2,284,844***		***2,363,849***		***2,441,239***		***2,526,229***	
Operating Income		***287,424***		***378,385***		***348,115***		***465,495***		***493,807***		***493,877***		***501,226***		***514,631***		***517,838***		***524,436***		***543,903***		***556,933***		***557,808***	
LESS ESTIMATED INFLATED CAPX								725,000		88,000		187,000		54,000		114,000		1,192,000		175,000		886,000		427,000		427,000	
Annual Cash Flow								(259,505)		405,807		306,877		447,226		400,631		(674,162)		349,436		(342,097)		129,933		130,808	

Year	Beginning Fund Balance (Cash)	Revenue	Expenses	Operating Profit	CapX - INFLATED	Cash Profit	Ending Fund Balance (Cash)
1	300,000	2,538,662	2,073,167	465,495	725,000	(259,505)	40,495
2	40,495	2,632,402	2,138,595	493,807	88,000	405,807	446,302
3	446,302	2,707,826	2,213,949	493,877	187,000	306,877	753,179
4	753,179	2,785,512	2,284,287	501,226	54,000	447,226	1,200,405
5	1,200,405	2,872,066	2,357,435	514,631	114,000	400,631	1,601,036
6	1,601,036	2,954,679	2,436,841	517,838	1,192,000	(674,162)	926,874
7	926,874	3,039,771	2,515,336	524,436	175,000	349,436	1,276,309
8	1,276,309	3,145,158	2,601,255	543,903	886,000	(342,097)	934,212
9	934,212	3,242,931	2,685,998	556,933	427,000	129,933	1,064,145
10	1,064,145	3,336,139	2,778,330	557,808	427,000	130,808	1,194,954
					4,275,000	Total CapX	
					427,500	Ave. CapX/Yr.	

MEMORANDUM

TO: FINANCE AND ADMINISTRATION COMMITTEE
VICTOR CARDENAS, CITY MANAGER

FROM: JEFF MUCK, PRCS DIRECTOR

SUBJECT: ICE ARENA REVENUE

DATE: FEBRUARY 19, 2026

As a follow up on your request for additional information related to the Ice Arena. Attached are several items:

Updated financial projections and user data
Revenues and expenses have been updated and broken into line items. A combined worksheet that includes both the 3-year actuals side by side with the 10-year forecast is provided. Data is provided on revenue from the highest user groups and demographics. Items of note:

- Based FY25/26 on current mid-year data to project year end.
- Raised projected revenue and expenses by 3% annually.
- Increased revenue projections in Olympic years based on past trends.
- Increased utilities expenses to match last 5 year averages
- Added note about potential 4 sheet facility opening in Farmington Hills (OCC). Unable to project potential impacts as right now it is not confirmed but is sure to impact ice arenas across the entire area if it occurs.
- Added CapX expense to years 9 & 10.
- For programs in which user demographics are tracked, Suburban estimates 31% are Novi residents.
- Suburban was asked about additional revenue sources above and beyond current operations and stands by the information provided to the Committee on January 16 (Ice Rates, NYHA growth, Bar/Restaurant, Advertising/Naming Rights, etc). They remain committed to continuing evaluation and identifying potential new programs and services and monitoring trends in the industry.

Enterprise Fund, Fund Balance, Debt Service Payments and Management Fee
The City's Finance Department has provided an analysis of these items in the attached letter including information from the June 30, 2025 audit. Items of note:

- The Ice Arena has $411,022 in current available resources per the audit.
- In the 2025 audit, the cash was used to finance capital assets/improvements (an increase from $135K to $699K).
- Finance has reviewed the budget line item for the management fee and verified it has not exceeded the agreed upon contract amount.

Sale Options

PMR has provided a proposed two step scope of services:

1. Site, Building & Operational Due Diligence (NTE $25,000)
2. Operational & Ownership Options Analysis (NTE $45,000)

Total NTE: $70,000

Core Emphasis:

- Analyze Ice Arena operations
- Competitive benchmarking against 3–4 arenas
- Operational and ownership model evaluation
- SWOT matrix of options
- Demand forecast for ice arena market only

Deliverables:

- Identification of existing conditions and current status
- Playbook focused on ownership/operating options:
    - Hold as-is
    - Modify operations (including for-profit status)
    - Public/private partnerships
    - Sell/leaseback
    - Sell
    - Redevelop
- SWOT matrix of each option

On-Site Insight (firm that completed the 2018 Ice Arena capital needs assessment) provided a quote of $8950 to prepare a 20-year capital needs evaluation in executive summary and quantitative form (including replacement reserve analysis) plus photographic documentation and graphic presentation of key observations/findings.

Staff has also contacted three Michigan based consultants, a Minnesota company working on a similar project for Kalamazoo, and Thunder Bay in Ontario, Canada that is also conducting a comprehensive feasibility study for multiple municipal owned arenas. We are awaiting proposals and/or responses from these firms.

The Ice Arena fund could support the expense of a study of less than $100,000. Please note it is not included in any of the projected financials or current budget.

Hazel Park and Mt. Clemens were contacted with a request for the names of their brokers and appraisers from when they sold their arenas. Mt Clemens had their City Attorney handle the sale ($4 million) and did not get an appraisal. Hazel Park's Finance Director worked with Oakland County Assessing to do their analysis in-house. It was sold for $2.9 million.

Please let me know if you have any questions. The staff of Suburban also stand by ready to address any questions or provide more detail as needed.

CITY OF NOVI CITY COUNCIL
APRIL 7, 2025

SUBJECT: Approval of a three (3) year contract with two mutually agreed upon one (1) year renewal options with Suburban Arena Management, LLC for the management for the Novi Ice Arena, commencing on July 1, 2025.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

KEY HIGHLIGHTS:

- The City of Novi's management (consulting) contract with Suburban Ice is set to expire on June 30, 2025. For the past twenty-five years (25), Suburban Ice has successfully operated a high quality, customer service-oriented facility, offering a comprehensive range of ice skating and hockey programs.
- Under Suburban's management, the arena has consistently met its debt service obligations and established a capital replacement reserve fund.
- Given Suburban Ice's strong track record, staff recommends that the City Council approve a renewal of the management agreement. In previous contract cycles, the City issued Requests for Proposals (RFPs); however, in both 2020 and 2015, Suburban Ice was the only firm to submit a proposal.
- The City Council Consultant Review Committee unanimously recommended renewal of the agreement at their March 24, 2025 meeting.

BACKGROUND INFORMATION:

The Novi Ice Arena is a 75,000 square foot facility with two 85 x 200 sheets of ice. The Ice Arena is operated as part of the City's Ice Arena Fund (an Enterprise Fund). It was originally funded through revenue bonds, which are repaid using rental income from ice sales. As a self-sustaining facility, the arena must generate sufficient revenue to cover operational costs, including debt service payments.

The City of Novi's management (consulting) contract with Suburban Ice is set to expire on June 30, 2025. For the past twenty-five years, Suburban Ice has successfully operated a high quality, customer service-oriented facility, offering a comprehensive range of ice skating and hockey programs. Under Suburban's management, the arena has consistently met its debt service obligations and established a capital replacement reserve fund.

Given Suburban Ice's strong track record, staff recommends City Council approve a renewal of the management agreement for three years, with the option for two additional one-year extensions. In previous contract cycles, the City issued Requests for Proposals (RFPs); however, in both 2020 and 2015, Suburban Ice was the only firm to submit a proposal.

Suburban Ice has submitted the following base management fee for the renewal period:

Year 1 (2025-26) – $138,000
Year 2 (2026-27) – $138,000
Year 3 (2027-28) – $145,520
Year 4 (2028-29) – $145,520
Year 5 (2029-30) – $149,260

Proposed Shared Incentive Schedule
In addition, a Shared Incentive Schedule is also proposed:

It is the common goal of MANAGEMENT FIRM and the CITY that the facility is operated so as to generate sufficient funds to pay all direct expenses and all required debt service payments.

To encourage the generation of funds and in order for MANAGEMENT FIRM shall be paid 25% percent of the annual growth in operating income from fiscal year to fiscal year, the minimum operating income must be equal to or greater than $425,000 each year of the agreement.

A significant change in the renewal agreement is a reduction of the Shared Incentive threshold from $750,000 to $425,000. Over the past four years, Suburban Ice has not received additional reimbursement under the existing threshold. Under the proposed $425,000 threshold, the last time Suburban Ice would have qualified was Fiscal Year 2019.

Attached in this packet are:

- Ice Arena Management Agreement Memorandum – J. Muck
- Rosati, Schultz, Joppich, & Amtsbuechler PC Review Letter
- Ice Arena Management Agreement (Clean copy)
- Ice Arena Management Agreement (Redline copy)

RECOMMENDED ACTION: Approval of a three (3) year contract with two mutually agreed upon one (1) year renewal options with Suburban Arena Management, LLC for the management for the Novi Ice Arena, commencing on July 1, 2025.

MEMORANDUM

TO: CITY COUNCIL CONSULTANT REVIEW COMMITTEE

FROM: JEFF MUCK, PRCS DIRECTOR

CC: VICTOR CARDENAS, CITY MANAGER

SUBJECT: ICE ARENA MANAGEMENT AGREEMENT

DATE: FEBRUARY 20, 2025

The Novi Ice Arena is a 75,000 square foot facility with two 85 x 200 sheets of ice. The Ice Arena operates as part of the City's Ice Arena Fund (an Enterprise Fund). It was originally funded through revenue bonds, which are repaid using rental income from ice sales. As a **self-sustaining** facility, the arena must generate sufficient revenue to cover operational costs, including debt service payments.

The City of Novi's management (consulting) contract with Suburban Ice is set to expire on June 30, 2025. For the past twenty-five years, Suburban Ice has successfully operated a high quality, customer service-oriented facility, offering a comprehensive range of ice skating and hockey programs. Under Suburban's management, the arena has consistently met its **debt service obligations** and established a **capital replacement reserve fund**.

Given Suburban Ice's strong track record, **staff recommends that the City Council approve a renewal of the management agreement** for **three years**, with the option for **two additional one-year extensions**. In previous contract cycles, the City issued **Requests for Proposals (RFPs)**; however, in both **2020 and 2015**, Suburban Ice was the **only firm to submit a proposal**.

Financial Overview

Below is a 10-year history of financial statistics the Consultant Review Committee requested:

As of	06/30/2015	06/30/2016	06/30/2017	06/30/2018	06/30/2019	06/30/2020	06/30/2021	06/30/2022	06/30/2023	06/30/2024
Management contract fees	108,797	108,797	113,149	117,675	122,382	122,382	122,376	122,376	122,376	142,128
NETINCOME	695,870.67	789,165.77	796,597.45	657,038.24	646,445.07	266,826.24	76,755.59	266,253.21	131,280.13	206,123.09
Capital Expenses	214,968	87,617	281,473	8,411	34,379	130,204	13,401	39,715	471,665	135,297

Suburban Ice has submitted the following base management fee for the renewal period:

Year 1 (2025-26) – $138,000
Year 2 (2026-27) – $138,000
Year 3 (2027-28) – $145,520
Year 4 (2028-29) – $145,520
Year 5 (2029-30) – $149,260

Proposed Shared Incentive Schedule

In addition, a Shared Incentive Schedule is also proposed:

It is the common goal of MANAGEMENT FIRM and the CITY that the facility is operated so as to generate sufficient funds to pay all direct expenses and all required debt service payments.

To encourage the generation of funds and in order for MANAGEMENT FIRM shall be paid 25% percent of the annual growth in operating income from fiscal year to fiscal year, the minimum operating income must be equal to or greater than $425,000 each year of the agreement.

A **significant change** in the renewal agreement is a **reduction of the Shared Incentive threshold from $750,000 to $425,000**. Over the past **four years**, Suburban Ice **has not received additional reimbursement** under the existing threshold. Under the **proposed $425,000 threshold**, the last time Suburban Ice would have qualified was **Fiscal Year 2019**.

Next Steps

If the Consultant Review Committee recommends renewing the agreement with Suburban Ice, staff will bring forward a motion at an upcoming City Council meeting to approve a new three-year agreement starting July 1, 2025 through June 30, 2028, with two optional one-year extensions.

A **redlined version** of the updated agreement has been prepared by the **City Attorney's Office** and is attached for review.

JOELLEN SHORTLEY
jshortley@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

January 14, 2025

Jeffrey Muck, CPRP, Director
Parks, Recreation & Cultural Services
City of Novi
45175 Ten Mile Rd
Novi, MI 48375

Via email: jmuck@cityofnovi.org

RE: Agreement with Suburban Arena Management, LLC ("Suburban")

Dear Mr. Muck:

You asked us to review the changes proposed by Suburban to a new Agreement extending their management services for the Novi Ice Area through June 30, 2028. After several months of negotiation, we have finalized the terms with Suburban and do not have any legal concerns with the Agreement.

The primary changes to the Agreement from the current Agreement, were extending the term, clarification of the reasons the City can terminate the Agreement and of great importance to Suburban, adding the right for Suburban to receive notice from the City if the City receives an offer to sell or lease the Ice Arena.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley

Joellen Shortley

cc: Thomas Schultz, City Attorney

ICE ARENA MANAGEMENT AGREEMENT

This Ice Arena Management Agreement, (“Agreement”) by and between the CITY OF NOVI, a Michigan Municipal Corporation having its address at 45175 Ten Mile Road, Novi, Michigan 48375 ("CITY"), and Suburban Arena Management, LLC, having its address at 23995 Freeway Park Drive, Farmington Hills, MI 48335 ("MANAGEMENT FIRM"). The Agreement will be effective on the date both parties sign it.

WHEREAS the CITY is the owner of the Novi Ice Arena, located at 42400 Nick Lidstrom Drive; and

WHEREAS MANAGEMENT FIRM is engaged in the business of managing ice arena facilities; and

WHEREAS the CITY and MANAGEMENT FIRM desire to contract with each other, to provide for the management of Novi Ice Arena

IT IS, THEREFORE agreed by and between the parties hereto, for and in consideration of the mutual covenants, as follows:

1. Facility and Program Management Responsibilities. MANAGEMENT FIRM shall provide business administration and management services to operate the Novi Ice Arena in an economically sound manner, consistent with the best interests of the CITY, and MANAGEMENT FIRM will have full authority to do so, to the extent authorized under this Agreement. The facility includes the arena, parking lots, grounds, pro shop, concessions, meeting rooms and related spaces.

a) MANAGEMENT FIRM will hire and supervise all operating personnel, including janitorial, instructional, building and ice maintenance, secretarial, clerical and bookkeepers. All employees hired by MANAGEMENT FIRM shall be employees of MANAGEMENT FIRM and not employees of the City of Novi. MANAGEMENT FIRM shall be reimbursed for the wages, taxes and fringe benefits for employees at the arena, including the General Manager. Employees of MANAGEMENT FIRM may work at other facilities operated by

MANAGEMENT FIRM, provided that the CITY shall provide reimbursement solely for time that is related to the Novi Ice Arena.

b) MANAGEMENT FIRM shall prepare maintenance and operations programs and supervise day-to-day and long-term maintenance of the facility and grounds.

c) MANAGEMENT FIRM shall lease ice time and space within the facility, including the operations of the pro shop, and concession areas. MANAGEMENT FIRM shall represent the CITY in efforts to negotiate contracts with major ice users and long-term tenants, shall supervise the rental of miscellaneous ice time to casual users as well as to outside operators of tournaments or instruction programs. MANAGEMENT FIRM shall have the authority to sell advertising at the facility or enter into sponsorship agreements on behalf of the CITY, subject to any existing contracts and obligations. All arena operations shall be in compliance with Internal Revenue Service Revenue Procedure 97-13.

d) MANAGEMENT FIRM will organize and supervise programs to utilize ice time of the facilities for the benefit of the community. Such programs may include summer day camp instructional programs, adult hockey leagues, general instructional programs, and on ice or off ice social, recreational or educational programs.

e) MANAGEMENT FIRM shall assist in the development, operation, and promotion of Novi Youth Hockey and Skating Club of Novi.

f) MANAGEMENT FIRM shall supervise the maintenance of financial and business record keeping and reporting systems adequate and appropriate for management and oversight of the operations of the facility.

g) MANAGEMENT FIRM shall attend meetings at the request of the CITY, upon reasonable notice of the same.

h) MANAGEMENT FIRM may enter into contracts in its own name as necessary in the management and operation of the arena. Contracts as to which the CITY is a party must be approved by the Novi City Council. The City Council hereby grants the

authority to execute agreements for the rental of ice time at rental rates consistent with the approved annual budget.

2. Financial Reporting and Money Management. MANAGEMENT FIRM will establish timely and accurate accounting and reporting procedures, acceptable to the CITY, for receipt and disbursement of all funds. All funds so received will be deposited daily into a bank account in the name of MANAGEMENT FIRM and from such deposits, based on pre-approved budget, MANAGEMENT FIRM will be authorized to disburse funds for payment of appropriate expenses of the operation. The bank account shall have one designated MANAGEMENT FIRM employee authorized to sign checks. The CITY, through the appropriate person(s), shall also be added as an additional signatory to the bank account. MANAGEMENT FIRM may retain not more than $1,000.00 in petty cash at the arena. It shall be the duty and responsibility of MANAGEMENT FIRM, not later than one hundred twenty (120) days prior to the commencement of each fiscal year, to submit to the CITY for approval, a proposed operating budget for the facility, setting forth all estimated receipts and disbursements relating to the facility for the ensuing fiscal year, or in the case of the first proposed budget, for the balance of the current year. The budget shall include the establishment of a reserve account for current and future capital expenses. The operating budget as approved in writing by the CITY is hereinafter referred to as the "approved budget". Except as otherwise provided in this Agreement, MANAGEMENT FIRM shall incur no expenses in connection with the Ice Arena facility that are not provided for in the approved budget. In the event that a submitted budget is rejected by the CITY, MANAGEMENT FIRM shall operate under the last approved budget on an item-by-item basis until a revised budget is approved in writing by the CITY.

The CITY shall provide sufficient working capital for the arena so that expenses can be paid pending receipt of initial revenues and is otherwise necessary during the term of this Agreement. MANAGEMENT FIRM shall give the CITY at least five (5) days' notice if additional funding is needed from the CITY to meet the expenses of operating the Arena. MANAGEMENT

FIRM shall not be obligated to make any advance to or for the account of the CITY, nor to pay any sums except out of funds in the Operating Account, nor shall MANAGEMENT FIRM be obligated to incur any liability or obligation on behalf of the CITY without the assurance that the necessary funds for the payment thereof will be promptly provided by the CITY as required for payment.

If and when revenues exceed direct expenses, the capital reserve and debt service payments, the CITY shall determine the extent to which surpluses shall be accumulated for future expenses and/or debt services, and the extent to which such surpluses shall be returned to the CITY for purposes of investment and shall be held in a capital replacement and reserve account. This determination shall be made as a part of the CITY'S annual budget approval process.

In the event of certain emergencies threatening the health or safety of the public or employees, or to protect the City's investment in the building or equipment, MANAGEMENT FIRM shall be authorized to make emergency appropriations without prior approvals in amounts not to exceed five thousand dollars ($5,000). Subsequent approval of such expenditures by the CITY will have the effect of renewing MANAGEMENT FIRM'S authority to make additional such emergency appropriations.

a) MANAGEMENT FIRM shall keep books, accounts and records that reflect all revenues, and all expenditures incurred in connection with the management and operation of the facility. The books, accounts and records shall be maintained at the Ice arena, or at MANAGEMENT FIRM'S company offices in Farmington Hills, Michigan. MANAGEMENT FIRM shall, during regular business hours, make the books, accounts and records required to be maintained here under available to the CITY or the representatives of the CITY FOR examination and audit by appointment of no less than one (1) days' prior notice. All such audits shall be at the expense of the CITY.

b) MANAGEMENT FIRM shall furnish to the CITY, a detailed statement of all revenues and expenditures. The monthly financial statement shall be submitted

within fifteen (15) days after the close of the month. In addition, MANAGEMENT FIRM shall furnish the original copy of all invoices, statements, purchase orders and billings received and paid during a given fiscal year, as well as such other information relating to the operation or management of the Ice Arena, within sixty (60) days of the ending of such fiscal year.

c) Within sixty (60) days after each fiscal year ending June 30, MANAGEMENT FIRM shall prepare and deliver to the CITY a detailed statement of revenues received and expenditures incurred and paid during the calendar year, which results from operations of the facility. Within thirty (30) days, following the expiration or termination of this agreement, MANAGEMENT FIRM shall deliver to the CITY all books, accounts and records pertaining to the property. MANAGEMENT FIRM may retain copies of such records.

d) MANAGEMENT FIRM shall provide a fidelity bond in an amount not less than $200,000 in favor of and for the protection of the CITY. Said fidelity bond shall be issued by a Michigan licensed and admitted property and casualty insurance company and subject to the approval of the CITY. Said fidelity bond shall be maintained in full force and effect throughout the term of this Management Agreement and shall be in effect prior to the first day of the receipt of any funds by MANAGEMENT FIRM on behalf of the CITY. The cost of the fidelity bond shall be deemed a reimbursable expense for operating the arena.

3. Liability Insurance. MANAGEMENT FIRM will assume the total cost of providing its own liability insurance coverage, in a form and amount detailed in Attachment A to this Agreement, to operate the Ice Arena during the life of this Agreement.

4. Compensation for Facility & Program Management. MANAGEMENT FIRM shall be compensated pursuant to the annual budget approved by the CITY and referenced in Section 2, Paragraph 2, for facility and program management activities set forth above, as follows:

a) Base Annual Management Fees: The CITY shall compensate MANAGEMENT FIRM a base monthly management fee of **Eleven Thousand Five Hundred Dollars ($11,500.00)** for the first and second (2025-26 and 2026-27) years of this Agreement and **Twelve Thousand One Hundred Twenty-six and 67/100 Dollars ($12,126.67) the third year of this Agreement.** Any partial month shall be paid pro-rated.

b) Shared Incentive Schedule: It is the common goal of MANAGEMENT FIRM and the CITY that the facility is operated to generate sufficient funds to pay all direct expenses and all required debt service payments. To encourage the generation of funds and in order for MANAGEMENT FIRM to be paid 5% percent of the annual operating income from the fiscal year over $450,000 (by way of example: FYE operating income ends at $490,000. $490,000 less $450,000 = $40,000 over threshold x 5% = $2,000), Operating Income Defined as:

-All Proceeds (excluding the cell tower lease, grants, City programs and interest earnings)

-Less: All Operating Expenses (including certain maintenance items that may be capitalized pursuant to the City's policy, and not including depreciation, amortization and debt service) = Operating Income

5. Agreement Term, Escalation and Termination. The term of this Agreement shall be three (3) years, commencing on July 1, 2025, and ending on June 30, 2028. The CITY will have the option to renew the Agreement for two (2) additional years in one (1) year increments. If the CITY chooses to renew the Agreement for option year one, the CITY shall pay the MANAGEMENT FIRM **Twelve Thousand One Hundred Twenty-six and 67/100 Dollars ($12,126.67) per month ($145,520.00 per year). If the CITY chooses to renew the Agreement for a second year it shall pay MANAGEMENT FIRM Twelve Thousand Four Hundred Thirty-eight and 33/100 dollars per month ($149,260.00 per year).** Nothing contained in this Agreement shall be

construed to require the payment of a penalty or require cause for this Agreement to be terminated by the CITY. The CITY shall have the option to terminate this Agreement for one or more of the following reasons:

a) **Failure to Make Revenue Projection:** This Agreement may be canceled at any time after June 30, 2026, and after advance written notice, for cause or failure to generate sufficient revenues from operations to meet debt service requirements for a given fiscal year. Such cause shall occur when the revenues from the past fiscal year were not sufficient to pay 1) all direct expenses, and 2) all required debt service payments.

The CITY shall provide ninety (90) days advance written notice of intent to terminate this Agreement. MANAGEMENT FIRM shall have this ninety (90) days "cure period" to remedy any performance deficiencies. If deficiencies are not cured within said period, then unless the parties agree otherwise, the Agreement shall terminate.

b) **Option to Terminate/Sale, Lease or Closure:** In the event that the CITY determines to sell, lease or close the arena, the CITY shall have the option to terminate this Agreement without cause. To exercise this option, the CITY shall, to the extent possible, provide not less than one hundred eighty (180) days advance written notice that it has decided to sell, lease or close the arena, where such sale lease or closing will occur at least 180 days prior to the end of the third year of this Agreement. If the City receives an offer to purchase the arena it will provide timely notice to MANAGEMENT FIRM.

c) **Material Breach:** This Agreement may be terminated at any time by either party without termination fee or penalty, if the other party commits a material breach of its obligations under the Agreement, provided that the party seeking to so terminate gives the other party notice and the opportunity to cure as set forth in paragraph

5(a), above. If the material breach constitutes malfeasance or misfeasance, the CITY shall not be obligated to provide an opportunity to cure. For purposes of this Agreement, malfeasance means: evil doing; ill conduct; the commission of some act which is positively unlawful; the doing of an act which is wholly wrongful and unlawful; the doing of an act which the person ought not to do at all or the unjust performance of some act which the party had no right or which he had contracted not to do. It includes any wrongful conduct that affects, interrupts or interferes with the performance of duties under this Agreement.

duties. For purposes of this Agreement misfeasance means the improper performance of some act, which the party may lawfully do.

d) Mutual termination: This Agreement may be terminated at any time without termination fee, penalty or liquidated damages if the parties so mutually agree.

e) Termination for Convenience: After the third year of the Agreement, either Party may terminate the Agreement for convenience upon providing 180 days advanced written notice.

6. Governing Law. All actions under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Each party agrees, consents and submits to the personal jurisdiction of any competent court in Oakland County, Michigan, for any action brought against it arising out of this Agreement; agrees that service of process at the address and in the manner specified below will be sufficient; agrees that it will not commence any action against the other party hereto, because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those of Oakland County, State of Michigan.

7. Assignment Successors and Assigns. This Agreement may not be assigned by either party except with the advance written permission of the other party. The parties hereto this Agreement, respectively, bind themselves, their partners, successors, permitted assigns

and legal representatives to the other party to this Agreement and to the partners, successors permitted assigns and legal representative of such other party with respect to all terms, covenants and provisions of this Agreement.

8. Indemnification. MANAGEMENT FIRM shall indemnify and hold CITY and its elected and appointed officials, employees and agents harmless from and against any and all claims, losses, costs, charges, assessments, liabilities, damages and interest, as well as legal fees arising out of or in connection with negligence, gross negligence or willful misconduct on the part of MANAGEMENT FIRM or any of its employees, agents, or contractors.

To the extent MANAGEMENT FIRM owes a duty to indemnify the CITY, as provided above, there shall be a corresponding duty to defend any action or suit instituted pertaining to such occurrence. To the extent applicable, the defense of governmental immunity shall be asserted on behalf of MANAGEMENT FIRM, as well as the CITY.

MANAGEMENT FIRM shall reimburse the CITY within thirty (30) days of written demand for any payment made or indebtedness incurred by the other with respect to any liability; obligation or claim covered by the foregoing indemnification provisions.

9. City's Representative. The Parks, Recreation and Cultural Services Director has been appointed as the City's Representative to deal with MANAGEMENT FIRM with respect to the rights and obligations of the parties under this Agreement. CITY may designate a new City's Representative at any time upon notice to MANAGEMENT FIRM. Except as otherwise stated in this Agreement, the City Representative shall be MANAGEMENT FIRM'S contact person at the CITY for purposes of fulfilling its obligations under this Agreement, including the resolution of day-to-day operational issues. In this connection, unless otherwise specifically advised by the CITY, MANAGEMENT FIRM shall make all reports to City's Representative and shall have the right to rely upon communications received from the City's Representative with regard to the arena.

10. Identification of Manager. MANAGEMENT FIRM may identify itself as the Manager of the Arena, and may include its company logo, in all promotional literature, letterhead, business cards, advertisements, etc., that are prepared or distributed regarding the arena.

11. Promotion Within Arena. For each ice surface in the arena, MANAGEMENT FIRM may use two (2) pairs of dasher boards to identify itself.

12. Cooperation by City of Novi Parks, Recreation and Cultural Services Department. The City of Novi Parks, Recreation and Cultural Services Department shall include information about Novi Ice Arena programs in its promotional materials, at no cost to arena or MANAGEMENT FIRM, to the extent that such space is available.

13. Disclaimers. CITY acknowledges and agrees that MANAGEMENT FIRM currently does, and during the term of this Agreement may simultaneously perform services of the type specified under this Agreement for other persons and parties and shall be disclosed to owner.

City further acknowledges and agrees that MANAGEMENT FIRM or an affiliated entity operates Suburban Ice, located at 23996 Freeway Park Drive, Farmington Hills, Michigan 48335.

City further acknowledges and agrees that MANAGEMENT FIRM may rent ice time at the arena to companies that are affiliated with MANAGEMENT FIRM, including, but not limited to, Suburban Hockey Club and Suburban Hockey Schools, but the fees paid by these related entities must be the same fees charged by the arena to third parties, and such companies shall not receive preferential treatment for scheduling and reserving ice time.

14. Irrevocability and Severability. In the event that one or more provisions of this Agreement, or any instrument or other document delivered pursuant to this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, or shall jeopardize the tax exempt status of the bonds utilized to finance the establishment of the facility, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid

or unenforceable shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Entire Agreement. The terms and conditions as contained herein are the entire agreement between the parties. Neither party has made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by either party by implication or otherwise unless expressly set forth herein.

16. No Waiver. No failure of either party to insist upon strict performance of any term, covenant or provision of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or provision. No waiver of any breach shall affect or alter this Agreement, but each and every term, covenant or provision of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

17. Notice. Notice, consents, approvals, requests and other communications required or permitted under this Agreement, shall be given in writing and mailed by registered or certified first class mail, return receipt requested, addressed as follows:

To the CITY:	City of Novi Jeffrey A. Muck Director of Parks, Recreation and Cultural Services 45175 Ten Mile Road Novi, MI 48375
If to MANAGEMENT FIRM:	Lyle Phair Executive Director Suburban Arena Management, LLC 23995 Freeway Park Drive Farmington Hills, MI 48335

18. Time Given. All notices shall be deemed given on the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving notices thereof to the other by delivery of such notice as specified above.

19. Amendments. The parties may from time to time consider it in their best interest to change, modify or extend a term, condition or covenant of this Agreement. Any such change, addition, deletion, extension or modification, which is mutually agreed upon by and between the parties, shall be incorporated in written form ("amendment"), and no such amendment shall be binding upon the parties unless it expressly makes reference to this Agreement and is signed by authorized representatives of both parties.

Agreement made the date written above by and between the parties:

Suburban Arena Management, an LLC

_____ Date:_____
By:
Its_____

City of Novi

_____ Date:_____
By: Justin Fischer, Mayor

CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A

1. The MANAGEMENT FIRM shall maintain at its expense during the term of this Agreement, the following insurance:

   a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of $100,000 (One Hundred Thousand Dollars) each accident.

   b. **Commercial General Liability Insurance -** The MANAGEMENT FIRM shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **$1,000,000** (One Million Dollars) per occurrence combined single limit.

   c. **Automobile liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **$1,000,000** (One Million Dollars) each person and $1,000,000 (One Million Dollars) each occurrence and minimum property damage limits of **$1,000,000** (One Million Dollars) each occurrence.

2. All policies shall name the MANAGEMENT FIRM as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, MANAGEMENT FIRM may agree to provide notice of such cancellation or reduction.

3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the Agreement. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those Agreement documents will be waived by the insurer with respect to claims against the City.

4. The MANAGEMENT FIRM shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Agreement, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the MANAGEMENT FIRM will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the MANAGEMENT FIRM's expense, under valid and enforceable policies issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Agreement, the MANAGEMENT FIRM shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the MANAGEMENT FIRM.

7. The provisions requiring the MANAGEMENT FIRM to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the MANAGEMENT FIRM under this Agreement.

8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS
HOLD HARMLESS/INDEMNITY

1. The MANAGEMENT FIRM agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and MANAGEMENT FIRMs from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:

   A. Acts or omissions by the MANAGEMENT FIRM, its agents, employees, servants and MANAGEMENT FIRMs in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and MANAGEMENT FIRMs.

   B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.

   C. The MANAGEMENT FIRM agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the MANAGEMENT FIRM and due to the acts or omissions of the MANAGEMENT FIRM or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The MANAGEMENT FIRM agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the MANAGEMENT FIRM under this Agreement due to the above-referenced acts or omissions.

2. The MANAGEMENT FIRM agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Agreement. Further the MANAGEMENT FIRM agrees to hold the City harmless

for any loss of such property and materials used in pursuant to the MANAGEMENT FIRM's performance under this Agreement.

3. The MANAGEMENT FIRM shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The MANAGEMENT FIRM further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Agreement.

ICE ARENA MANAGEMENT ~~AGREEMENT~~ AGREEMENT

This Ice Arena Management Agreement, ("Agreement") by and between the CITY OF NOVI, a Michigan Municipal Corporation having its address at 45175 Ten Mile Road, Novi, Michigan 48375 ("CITY"), and Suburban Arena Management, LLC, having its address at 23995 Freeway Park Drive, Farmington Hills, MI 48335 ("MANAGEMENT FIRM"). The Agreement will be effective on the date both parties sign it.

WHEREAS the CITY is the owner of the Novi Ice Arena, located at 42400 Nick Lidstrom Drive; and

WHEREAS MANAGEMENT FIRM is engaged in the business of managing ice arena facilities; and

WHEREAS the CITY and MANAGEMENT FIRM desire to contract with each other, to provide for the management of Novi Ice Arena

IT IS, THEREFORE agreed by and between the parties hereto, for and in consideration of the mutual covenants, as follows:

1. Facility and Program Management Responsibilities. MANAGEMENT FIRM shall provide business administration and management services to operate the Novi Ice Arena in an economically sound manner, consistent with the best interests of the CITY, and MANAGEMENT FIRM will have full authority to do so, to the extent authorized under this Agreement. The facility includes the arena, parking lots, grounds, pro shop, concessions, meeting rooms and related spaces.

a) MANAGEMENT FIRM will hire and supervise all operating personnel, including janitorial, instructional, building and ice maintenance, secretarial, clerical and bookkeepers. All employees hired by MANAGEMENT FIRM shall be employees of MANAGEMENT FIRM and not employees of the City of Novi. MANAGEMENT FIRM shall be reimbursed for the wages, taxes and fringe benefits for employees at the arena, including the General Manager. Employees of MANAGEMENT FIRM may work at other facilities operated by

MANAGEMENT FIRM, provided that the CITY shall provide reimbursement solely for time that is related to the Novi Ice Arena.

b) MANAGEMENT FIRM shall prepare maintenance and operations programs and supervise day-to-day and long-term maintenance of the facility and grounds.

c) MANAGEMENT FIRM shall lease ice time and space within the facility, including the operations of the pro shop, and concession areas. MANAGEMENT FIRM shall represent the CITY in efforts to negotiate contracts with major ice users and long-term tenants, shall supervise the rental of miscellaneous ice time to casual users as well as to outside operators of tournaments or instruction programs. MANAGEMENT FIRM shall have the authority to sell advertising at the facility or enter into sponsorship agreements on behalf of the CITY, subject to any existing contracts and obligations. All arena operations shall be in compliance with Internal Revenue Service Revenue Procedure 97-13.

d) MANAGEMENT FIRM will organize and supervise programs to utilize ice time of the facilities for the benefit of the community. Such programs may include summer day camp instructional programs, adult hockey leagues, general instructional programs, and on ice or off ice social, recreational or educational programs.

e) MANAGEMENT FIRM shall assist in the development, operation, and promotion of Novi Youth Hockey and Skating Club of Novi.

f) MANAGEMENT FIRM shall supervise the maintenance of financial and business record keeping and reporting systems adequate and appropriate for management and oversight of the operations of the facility.

g) MANAGEMENT FIRM shall attend meetings at the request of the CITY, upon reasonable notice of the same.

h) MANAGEMENT FIRM may enter into contracts in its own name as necessary in the management and operation of the arena. Contracts as to which the CITY is a party must be approved by the Novi City Council. The City Council hereby grants the

authority to execute agreements for the rental of ice time at rental rates consistent with the approved annual budget.

2. Financial Reporting and Money Management. MANAGEMENT FIRM will establish timely and accurate accounting and reporting procedures, acceptable to the CITY, for receipt and disbursement of all funds. All funds so received will be deposited daily into a bank account in the name of MANAGEMENT FIRM and from such deposits, based on pre-approved budget, MANAGEMENT FIRM will be authorized to disburse funds for payment of appropriate expenses of the operation. The bank account shall have one designated MANAGEMENT FIRM employee authorized to sign checks. The CITY, through the appropriate person(s), shall also be added as an additional signatory to the bank account. MANAGEMENT FIRM may retain not more than $1,000.00 in petty cash at the arena. It shall be the duty and responsibility of MANAGEMENT FIRM, not later than one hundred twenty (120) days prior to the commencement of each fiscal year, to submit to the CITY for approval, a proposed operating budget for the facility, setting forth all estimated receipts and disbursements relating to the facility for the ensuing fiscal year, or in the case of the first proposed budget, for the balance of the current year. The budget shall include the establishment of a reserve account for current and future capital expenses. The operating budget as approved in writing by the CITY is hereinafter referred to as the "approved budget". Except as otherwise provided in this Agreement, MANAGEMENT FIRM shall incur no expenses in connection with the Ice Arena facility that are not provided for in the approved budget. In the event that a submitted budget is rejected by the CITY, MANAGEMENT FIRM shall operate under the last approved budget on an item-by-item basis until a revised budget is approved in writing by the CITY.

The CITY shall provide sufficient working capital for the arena so that expenses can be paid pending receipt of initial revenues and is otherwise necessary during the term of this Agreement. MANAGEMENT FIRM shall give the CITY at least five (5) days' notice if additional funding is needed from the CITY to meet the expenses of operating the Arena. MANAGEMENT

FIRM shall not be obligated to make any advance to or for the account of the CITY, nor to pay any sums except out of funds in the Operating Account, nor shall MANAGEMENT FIRM be obligated to incur any liability or obligation on behalf of the CITY without the assurance that the necessary funds for the payment thereof will be promptly provided by the CITY as required for payment.

If and when revenues exceed direct expenses, the capital reserve and debt service payments, the CITY shall determine the extent to which surpluses shall be accumulated for future expenses and/or debt services, and the extent to which such surpluses shall be returned to the CITY for purposes of investment and shall be held in a capital replacement and reserve account. This determination shall be made as a part of the CITY'S annual budget approval process.

In the event of certain emergencies threatening the health or safety of the public or employees, or to protect the City's investment in the building or equipment, MANAGEMENT FIRM shall be authorized to make emergency appropriations without prior approvals in amounts not to exceed five thousand dollars ($5,000). Subsequent approval of such expenditures by the CITY will have the effect of renewing MANAGEMENT FIRM'S authority to make additional such emergency appropriations.

a) MANAGEMENT FIRM shall keep books, accounts and records that reflect all revenues, and all expenditures incurred in connection with the management and operation of the facility. The books, accounts and records shall be maintained at the Ice arena, or at MANAGEMENT FIRM'S company offices in Farmington Hills, Michigan. MANAGEMENT FIRM shall, during regular business hours, make the books, accounts and records required to be maintained here under available to the CITY or the representatives of the CITY FOR examination and audit by appointment of no less than one (1) days' prior notice. All such audits shall be at the expense of the CITY.

b) MANAGEMENT FIRM shall furnish to the CITY, a detailed statement of all revenues and expenditures. The monthly financial statement shall be submitted within fifteen (15) days

after the close of the month. In addition, MANAGEMENT FIRM shall furnish the original copy of all invoices, statements, purchase orders and billings received and paid during a given fiscal year, as well as such other information relating to the operation or management of the Ice Arena, within sixty (60) days of the ending of such fiscal year.

c) Within sixty (60) days after each fiscal year ending June 30, MANAGEMENT FIRM shall prepare and deliver to the CITY a detailed statement of revenues received and expenditures incurred and paid during the calendar year, which results from operations of the facility. Within thirty (30) days, following the expiration or termination of this agreement, MANAGEMENT FIRM shall deliver to the CITY all books, accounts and records pertaining to the property. MANAGEMENT FIRM may retain copies of such records.

d) MANAGEMENT FIRM shall provide a fidelity bond in an amount not less than $200,000 in favor of and for the protection of the CITY. Said fidelity bond shall be issued by a Michigan licensed and admitted property and casualty insurance company and subject to the approval of the CITY. Said fidelity bond shall be maintained in full force and effect throughout the term of this Management Agreement and shall be in effect prior to the first day of the receipt of any funds by MANAGEMENT FIRM on behalf of the CITY. The cost of the fidelity bond shall be deemed a reimbursable expense for operating the arena.

3. Liability Insurance. MANAGEMENT FIRM will assume the total cost of providing its own liability insurance coverage, in a form and amount detailed in Attachment A to this Agreement, to operate the Ice Arena during the life of this Agreement.

4. Compensation for Facility & Program Management. MANAGEMENT FIRM shall be compensated pursuant to the annual budget approved by the CITY and referenced in Section 2, Paragraph 2, for facility and program management activities set forth above, as follows:

a) Base Annual Management Fees: The CITY shall compensate MANAGEMENT FIRM a base monthly management fee of ~~**Ten Thousand One Hundred Ninety Eight Dollars** ($10,198.00)~~ **Eleven Thousand Five Hundred Dollars**

($11,500.00) for the first and second (2025-26 and 2026-27) years of this Agreement~~.~~ and **Twelve Thousand One Hundred Twenty-six and 67/100 Dollars ($12,126.67) the third year of this Agreement.** Any partial month shall be paid pro-rated.

b) Shared Incentive Schedule: It is the common goal of MANAGEMENT FIRM and the CITY that the facility is operated to generate sufficient funds to pay all direct expenses and all required debt service payments. To encourage the generation of funds and in order for MANAGEMENT FIRM to be paid ~~2~~5% percent of the annual ~~growth in~~ operating income from ~~fiscal year to~~ the fiscal year over $450,000 (by way of example: FYE operating income ends at $490,000. $490,000 less $450,000 = $40,000 over threshold x 5% = $2,000)~~, the minimum operating income must be equal to or greater than $750,000 each year of the Agreement.~~

Operating Income Defined as:

-All Proceeds (excluding the cell tower lease, grants, City programs and interest earnings)

-Less: All Operating Expenses (including certain maintenance items that may be capitalized pursuant to the City's policy, and not including depreciation, amortization and debt service) = Operating Income

5. Agreement Term, Escalation and Termination. The term of this Agreement shall be three (3) years, commencing on July 1, 2025 and ending on June 30, 2028. The CITY will have the option to renew the Agreement for two (2) additional years in one (1) year increments. If the CITY chooses to renew the Agreement for option year one, the CITY shall pay the MANAGEMENT FIRM **Twelve Thousand One Hundred Twenty-six and 67/100 Dollars ($12,126.67) per month ($145,520.00 per year). If the CITY chooses to renew the Agreement for a second year it shall pay MANAGEMENT FIRM Twelve Thousand Four Hundred Thirty-eight and 33/100 dollars per month ($149,260.00 per year).** Nothing contained in this Agreement shall be

construed to require the payment of a penalty or require cause for this Agreement to be terminated by the CITY. The CITY shall have the option to terminate this Agreement for one or more of the following reasons:

a). **Failure to Make Revenue Projection:** This Agreement may be canceled at any time after June 30, 2026 and after advance written notice, for cause or failure to generate sufficient revenues from operations to meet debt service requirements for a given fiscal year. Such cause shall occur when the revenues from the past fiscal year were not sufficient to pay 1) all direct expenses, and 2) all required debt service payments.

The CITY shall provide ninety (90) days advance written notice of intent to terminate this Agreement. MANAGEMENT FIRM shall have this ninety (90) days "cure period" to remedy any performance deficiencies. If deficiencies are not cured within said period, then unless the parties agree otherwise, the Agreement shall terminate.

b) **Option to Terminate/Sale, Lease or Closure:** In the event that the CITY determines to sell, lease or close the arena, the CITY shall have the option to terminate this Agreement without cause. To exercise this option, the CITY shall, to the extent possible, provide not less than one hundred eighty (180) days advance written notice that it has decided to sell, lease or close the arena, where such sale lease or closing will occur at least 180 days prior to the end of the third year of this Agreement. If the City receives an offer to purchase the arena it will provide timely notice to MANAGEMENT FIRM.

c) **Material Breach:** This Agreement may be terminated at any time by either party without termination fee or penalty, if the other party commits a material breach of its obligations under the Agreement, provided that the party seeking to so terminate gives the other party notice and the opportunity to cure as set forth in paragraph

5(a), above. If the material breach constitutes malfeasance or misfeasance, the CITY shall not be obligated to provide an opportunity to cure. For purposes of this Agreement, malfeasance means: evil doing; ill conduct; the commission of some act which is positively unlawful; the doing of an act which is wholly wrongful and unlawful; the doing of an act which the person ought not to do at all or the unjust performance of some act which the party had no right or which he had contracted not to do. It includes any wrongful conduct that affects, interrupts or interferes with the performance of duties under this Agreement.

duties. For purposes of this Agreement misfeasance means the improper performance of some act, which the party may lawfully do.

d) Mutual termination: This Agreement may be terminated at any time without termination fee, penalty or liquidated damages if the parties so mutually agree.

e) Termination for Convenience: After the third year of the Agreement, either Party may terminate the Agreement for convenience upon providing 180 days advanced written notice.

6. Governing Law. All actions under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Each party agrees, consents and submits to the personal jurisdiction of any competent court in Oakland County, Michigan, for any action brought against it arising out of this Agreement; agrees that service of process at the address and in the manner specified below will be sufficient; agrees that it will not commence any action against the other party hereto, because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those of Oakland County, State of Michigan.

7. Assignment Successors and Assigns. This Agreement may not be assigned by either party except with the advance written permission of the other party. The parties hereto this Agreement, respectively, bind themselves, their partners, successors, permitted assigns

and legal representatives to the other party to this Agreement and to the partners, successors permitted assigns and legal representative of such other party with respect to all terms, covenants and provisions of this Agreement.

8. Indemnification. MANAGEMENT FIRM shall indemnify and hold CITY and its elected and appointed officials, employees and agents harmless from and against any and all claims, losses, costs, charges, assessments, liabilities, damages and interest, as well as legal fees arising out of or in connection with negligence, gross negligence or willful misconduct on the part of MANAGEMENT FIRM or any of its employees, agents, or contractors.

To the extent MANAGEMENT FIRM owes a duty to indemnify the CITY, as provided above, there shall be a corresponding duty to defend any action or suit instituted pertaining to such occurrence. To the extent applicable, the defense of governmental immunity shall be asserted on behalf of MANAGEMENT FIRM, as well as the CITY.

MANAGEMENT FIRM shall reimburse the CITY within thirty (30) days of written demand for any payment made or indebtedness incurred by the other with respect to any liability; obligation or claim covered by the foregoing indemnification provisions.

9. City's Representative. The Parks, Recreation and Cultural Services Director has been appointed as the City's Representative to deal with MANAGEMENT FIRM with respect to the rights and obligations of the parties under this Agreement. CITY may designate a new City's Representative at any time upon notice to MANAGEMENT FIRM. Except as otherwise stated in this Agreement, the City Representative shall be MANAGEMENT FIRM'S contact person at the CITY for purposes of fulfilling its obligations under this Agreement, including the resolution of day-to-day operational issues. In this connection, unless otherwise specifically advised by the CITY, MANAGEMENT FIRM shall make all reports to City's Representative and shall have the right to rely upon communications received from the City's Representative with regard to the arena.

10. Identification of Manager. MANAGEMENT FIRM may identify itself as the Manager of the Arena, and may include its company logo, in all promotional literature, letterhead, business cards, advertisements, etc., that are prepared or distributed regarding the arena.

11. Promotion Within Arena. For each ice surface in the arena, MANAGEMENT FIRM may use two (2) pairs of dasher boards to identify itself.

12. Cooperation by City of Novi Parks, Recreation and Cultural Services Department. The City of Novi Parks, Recreation and Cultural Services Department shall include information about Novi Ice Arena programs in its promotional materials, at no cost to arena or MANAGEMENT FIRM, to the extent that such space is available.

13. Disclaimers. CITY acknowledges and agrees that MANAGEMENT FIRM currently does, and during the term of this Agreement may simultaneously perform services of the type specified under this Agreement for other persons and parties and shall be disclosed to owner.

City further acknowledges and agrees that MANAGEMENT FIRM or an affiliated entity operates Suburban Ice, located at 23996 Freeway Park Drive, Farmington Hills, Michigan 48335.

City further acknowledges and agrees that MANAGEMENT FIRM may rent ice time at the arena to companies that are affiliated with MANAGEMENT FIRM, including, but not limited to, Suburban Hockey Club and Suburban Hockey Schools, but the fees paid by these related entities must be the same fees charged by the arena to third parties, and such companies shall not receive preferential treatment for scheduling and reserving ice time.

14. Irrevocability and Severability. In the event that one or more provisions of this Agreement, or any instrument or other document delivered pursuant to this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, or shall jeopardize the tax exempt status of the bonds utilized to finance the establishment of the facility, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid

or unenforceable shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Entire Agreement. The terms and conditions as contained herein are the entire agreement between the parties. Neither party has made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by either party by implication or otherwise unless expressly set forth herein.

16. No Waiver. No failure of either party to insist upon strict performance of any term, covenant or provision of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or provision. No waiver of any breach shall affect or alter this Agreement, but each and every term, covenant or provision of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

17. Notice. Notice, consents, approvals, requests and other communications required or permitted under this Agreement, shall be given in writing and mailed by registered or certified first class mail, return receipt requested, addressed as follows:

To the CITY:	City of Novi Jeffrey A. Muck Director of Parks, Recreation and Cultural Services 45175 Ten Mile Road Novi, MI 48375
If to MANAGEMENT FIRM:	Lyle Phair Executive Director Suburban Arena Management, LLC 23995 Freeway Park Drive Farmington Hills, MI 48335

18. Time Given. All notices shall be deemed given on the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving notices thereof to the other by delivery of such notice as specified above.

19. Amendments. The parties may from time to time consider it in their best interest to change, modify or extend a term, condition or covenant of this Agreement. Any such change, addition, deletion, extension or modification, which is mutually agreed upon by and between the parties, shall be incorporated in written form ("amendment"), and no such amendment shall be binding upon the parties unless it expressly makes reference to this Agreement and is signed by authorized representatives of both parties.

Agreement made the date written above by and between the parties:

Suburban Arena Management, an LLC

_____ Date:_____
By:
Its_____

City of Novi

_____ Date:_____
By: Justin Fischer, Mayor

CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A

1. The MANAGEMENT FIRM shall maintain at its expense during the term of this Agreement, the following insurance:

   a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of $100,000 (One Hundred Thousand Dollars) each accident.

   b. **Commercial General Liability Insurance -** The MANAGEMENT FIRM shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **$1,000,000** (One Million Dollars) per occurrence combined single limit.

   c. **Automobile liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **$1,000,000** (One Million Dollars) each person and $1,000,000 (One Million Dollars) each occurrence and minimum property damage limits of **$1,000,000** (One Million Dollars) each occurrence.

2. All policies shall name the MANAGEMENT FIRM as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, MANAGEMENT FIRM may agree to provide notice of such cancellation or reduction.

3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the Agreement. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those Agreement documents will be waived by the insurer with respect to claims against the City.

4. The MANAGEMENT FIRM shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Agreement, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the MANAGEMENT FIRM will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the MANAGEMENT FIRM's expense, under valid and enforceable policies issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Agreement, the MANAGEMENT FIRM shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the MANAGEMENT FIRM.

7. The provisions requiring the MANAGEMENT FIRM to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the MANAGEMENT FIRM under this Agreement.

8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS
HOLD HARMLESS/INDEMNITY

1. The MANAGEMENT FIRM agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and MANAGEMENT FIRMs from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:

   A. Acts or omissions by the MANAGEMENT FIRM, its agents, employees, servants and MANAGEMENT FIRMs in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and MANAGEMENT FIRMs.

   B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.

   C. The MANAGEMENT FIRM agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the MANAGEMENT FIRM and due to the acts or omissions of the MANAGEMENT FIRM or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The MANAGEMENT FIRM agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the MANAGEMENT FIRM under this Agreement due to the above-referenced acts or omissions.

2. The MANAGEMENT FIRM agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Agreement. Further the MANAGEMENT FIRM agrees to hold the City harmless

for any loss of such property and materials used in pursuant to the MANAGEMENT FIRM's performance under this Agreement.

3. The MANAGEMENT FIRM shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The MANAGEMENT FIRM further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Agreement.

Integra Realty Resources
Detroit

Appraisal of Going Concern

Novi Ice Arena
Ice Sports Arena Property
42400 Nick Lidstrom Dr.
Novi, Oakland County, Michigan 48375

Prepared For:
City of Novi

Effective Date of the Appraisal:
August 15, 2025

Report Format:
Appraisal Report

IRR - Detroit
File Number: 142-2025-1030



Subject Photographs





Novi Ice Arena
42400 Nick Lidstrom Dr.
Novi, Michigan

Aerial Photograph



Integra Realty Resources
Detroit

400 West Maple Road
Suite 100
Birmingham, MI 48009-3351

T 248.540.0040
F 248.540.8239
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August 26, 2025

Victor Cardenas
City Manager
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

SUBJECT: Market Value Appraisal
Novi Ice Arena
42400 Nick Lidstrom Dr.
Novi, Oakland County, Michigan 48375
Client Reference:
IRR - Detroit File No. 142-2025-1030

Dear Mr. Cardenas:

Integra Realty Resources – Detroit is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the going concern value of the fee simple interest in the property. The client for the assignment is City of Novi, and the intended use is for property disposition purposes.

The subject is an existing ice sports arena property containing approximately 77,000 square feet of gross building area, including a 14,000 SF mezzanine area. The improvements were constructed in 1998 on a site estimated at approximately 7 acres.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of City of Novi. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Going Concern Value	Fee Simple	August 15, 2025	$3,600,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. The valuation assumes an easement access from Nick Lidstrom Drive

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The site area is estimated at approximately 7 acres, in the location indicated in the report exhibits.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property. If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Detroit





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State Certified General Real Estate Appraiser
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Summary of Salient Facts and Conclusions

Property Name	Novi Ice Arena	
Address	42400 Nick Lidstrom Dr. Novi, Oakland County, Michigan 48375	
Property Type	Ice Sports Arena - Skating Rink	
Owner of Record	City of Novi	
Tax ID	22-26-101-018 (part of)	
Land Area	7.00 acres; 304,920 SF	
Gross Building Area	76,707 SF	
Rentable Area	76,707 SF	
Year Built	1998	
Zoning Designation	I-1, Light Industrial	
Highest and Best Use - As if Vacant	Industrial use	
Highest and Best Use - As Improved	Privately owned ice arena use	
Exposure Time; Marketing Period	12 months; 12 months	
Effective Date of the Appraisal	August 15, 2025	
Date of the Report	August 26, 2025	
Property Interest Appraised	Fee Simple	
Market Value Indications		
Cost Approach	Not Used	
Sales Comparison Approach	$5,000,000	
Income Capitalization Approach	$3,400,000	Per SF
Market Value Conclusion	$3,600,000	$46.93

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Novi may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Strengths, Weaknesses, Opportunities, Threats (SWOT Analysis)

Strengths

- The subject is a multi-sheet ice sports arena that has a strong historic performance record
- The subject has been well maintained over time, has good curb appeal, and represents one of the newest public ice rink facilities in Michigan
- The subject is located on a site (hypothetical) of sufficient size to support the improvements and associated parking needs, and includes a 2+ acre parking lot
- The subject is a well-managed property, with strong attention to detail and growing income
- Recent capital expenditures include replacement of the roof cover, a large air handling unit, and new refrigeration control system.

Weaknesses

- The property is somewhat removed from area freeways and has no main road exposure
- The parking lot is original, and will require some replacements in the near term
- The subject has been operated as a municipal arena, which are generally known to have reduced rates, as they are viewed a community amenity, thus do not focus on profit.

Opportunities

- The southeast Michigan market is one of the hockey strongholds in the United States, and Detroit is commonly known as “Hockeytown”, thus the future of the facility is promising
- A large number of hockey teams continue to rent ice at the subject, and it includes a large figure skating program, providing positive cash flow, which could be expanded
- Some of the marginal rinks in the market area may have to permanently close down, providing additional clientele to be distributed amongst the healthy facilities
- The subject is a municipal arena, with a current prime ice rate of $340 per hour, which is below that of other competing private facilities, allowing for some upside in revenue

Threats

- Economic declines overall typically lead to reduced sports participation levels, and hockey and figure skating are more expensive than most other youth sports

General Information

Identification of Subject

The subject is an existing ice sports arena property containing approximately 77,000 square feet of gross building area, including a 14,000 SF mezzanine area. The improvements were constructed in 1998 on a site estimated at approximately 7 acres.

Property Identification	
Property Name	Novi Ice Arena
Address	42400 Nick Lidstrom Dr. Novi, Michigan 48375
Tax ID	22-26-101-018 (part of)
Owner of Record	City of Novi

Sale History

The subject has been under the same ownership since original construction. To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the going concern value of the fee simple interest in the property as of the effective date of the appraisal, August 15, 2025. The date of the report is August 26, 2025. The appraisal is valid only as of the stated effective date or dates.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Definition of Market Value

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of Going-Concern

A going concern is an established and operating business with an indefinite future life. For certain types of property (e.g., hotels and motels, restaurants, bowling alleys, golf courses, marinas, skating rinks, athletic clubs, landfills, etc.), the physical real property assets are integral parts of an on-going business.

(The Appraisal of Real Estate, 14th Edition, The Appraisal Institute, Chicago, Illinois, U.S., 2013, page 63)

Definition of Property Rights Appraised

Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

While there are rented spaces, all leases but one have one year or less to run; there are licenses for locker rooms, however, these are conditioned upon seasonal ice rental contracts, thus are not strictly enforceable leases.

Leased fee interest is defined as, “A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).”

Lease is defined as: “A contract in which rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.”

(Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010)

Intended Use and User

The intended use of the appraisal is for property disposition purposes. The client and intended user is City of Novi. The appraisal is not intended for any other use or user. No party or parties other than City of Novi may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations.

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Applicable	Utilized

The **income capitalization approach** is the most reliable valuation method for the subject due to the following:

- The probable buyer of the subject would base a purchase price decision primarily on the income generating potential of the property and an anticipated rate of return.
- Sufficient market data regarding income, expenses, and rates of return, is available for analysis.

The **sales comparison approach** is an applicable valuation method because:

- There is an active market for similar properties, and sufficient sales data is available for analysis.
- This approach directly considers the prices of alternative properties having similar utility.

The **cost approach** is not applicable to the assignment considering the following:

- The age of the property would limit the reliability of an accrued depreciation estimate.
- There are limited land transactions in the market area of the subject, making estimates of underlying land value subjective.
- This approach is not typically used by market participants, except for new or nearly new properties.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

H. William Hansen, Jr., MAI, conducted an interior and exterior inspection of the property on August 18, 2025.

Economic Analysis

Oakland County Area Analysis

Oakland County is located in Michigan and is 868 square miles in size and has a population density of 1,465 persons per square mile.

Population

Oakland County has an estimated 2025 population of 1,271,424, which represents little to no change from the 2020 census of 1,274,395. The level population trend in Oakland County is similar to that of the State of Michigan.

Looking forward, Oakland County's population is projected to increase at a 0.1% annual rate from 2025-2030, equivalent to the addition of an average of 1,735 residents per year. Oakland County's growth rate is expected to lag that of Michigan, which is projected to be 0.2%.

Population Trends

	Population			Compound Ann. % Chng	
	2020 Census	2025 Estimate	2030 Projection	2020 - 2025	2025 - 2030
Oakland County	1,274,395	1,271,424	1,280,099	0.0%	0.1%
State of Michigan	10,077,331	10,052,475	10,129,941	0.0%	0.2%

Source: Claritas

Employment

Total employment in Oakland County was estimated at 734,885 jobs as of June 2024. Between year-end 2014 and 2024, employment rose by 29,608 jobs, equivalent to a 4.2% increase over the entire period. There were gains in employment in nine out of the past ten years. Although Oakland County's employment rose over the last decade, it underperformed Michigan, which experienced an increase in employment of 7.8% or 324,864 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Oakland County unemployment rate has been consistently lower than that of Michigan, with an average unemployment rate of 4.4% in comparison to a 5.3% rate for Michigan. A lower unemployment rate is a positive indicator.

Recent data shows that the Oakland County unemployment rate is 3.8% in comparison to a 5.0% rate for Michigan, a positive sign for the Oakland County economy but one that must be tempered by the fact that Oakland County has underperformed Michigan in the rate of job growth over the past two years.

Employment Trends

	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
Year	Oakland County	% Change	Michigan	% Change	Oakland County	Michigan
2014	705,277		4,155,638		6.4%	7.2%
2015	720,268	2.1%	4,219,861	1.5%	4.7%	5.4%
2016	731,967	1.6%	4,283,497	1.5%	4.1%	5.0%
2017	735,240	0.4%	4,321,713	0.9%	3.5%	4.6%
2018	744,401	1.2%	4,366,147	1.0%	3.4%	4.2%
2019	754,275	1.3%	4,387,708	0.5%	3.4%	4.1%
2020	681,420	-9.7%	3,999,406	-8.8%	9.3%	10.0%
2021	714,072	4.8%	4,251,309	6.3%	4.6%	5.8%
2022	725,078	1.5%	4,353,358	2.4%	3.0%	4.2%
2023	731,030	0.8%	4,409,498	1.3%	2.9%	3.9%
2024*	734,885	0.5%	4,480,502	1.6%	3.6%	4.5%
Overall Change 2014-2024	29,608	4.2%	324,864	7.8%		
Avg Unemp. Rate 2014-2024					4.4%	5.3%
Unemployment Rate - December 2024					3.8%	5.0%

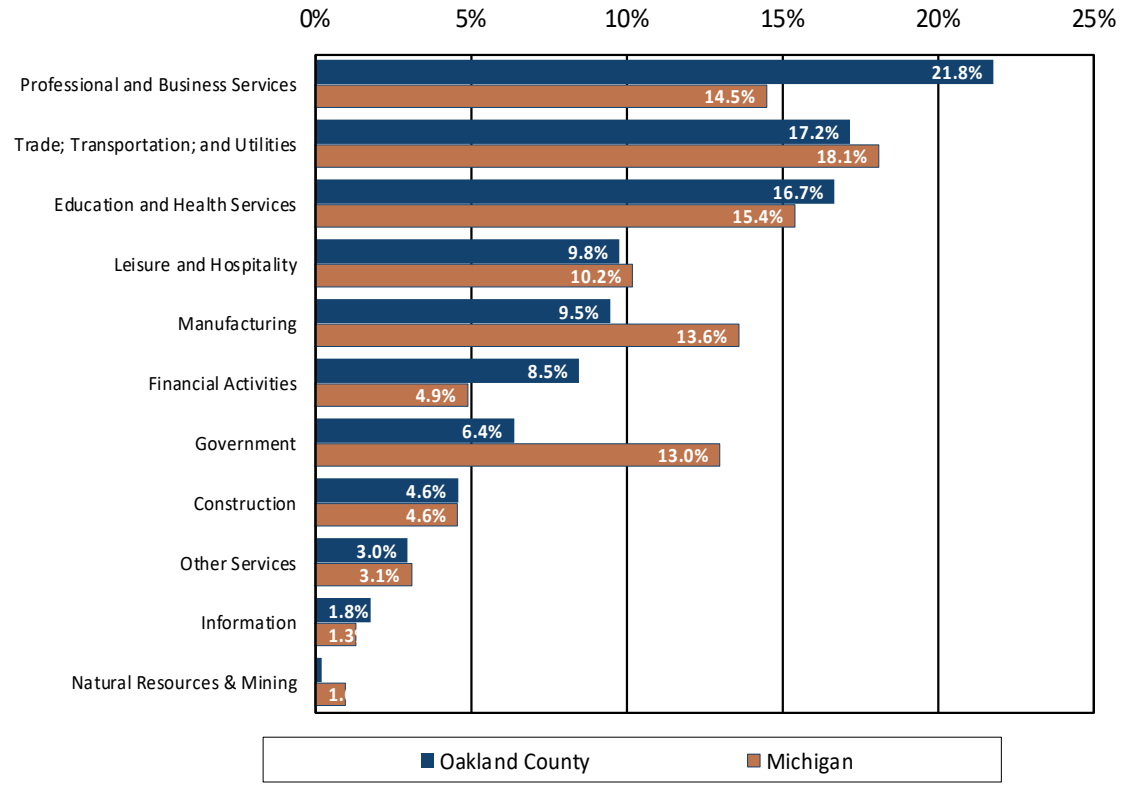
*Total employment data is as of June 2024.

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Oakland County job market is depicted in the following chart, along with that of Michigan. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Oakland County jobs in each category.

Employment Sectors - 2024



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Oakland County has greater concentrations than Michigan in the following employment sectors:

1. Professional and Business Services, representing 21.8% of Oakland County payroll employment compared to 14.5% for Michigan as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
2. Education and Health Services, representing 16.7% of Oakland County payroll employment compared to 15.4% for Michigan as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
3. Financial Activities, representing 8.5% of Oakland County payroll employment compared to 4.9% for Michigan as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.
4. Information, representing 1.8% of Oakland County payroll employment compared to 1.3% for Michigan as a whole. Publishing, broadcasting, data processing, telecommunications, and software publishing are included in this sector.

Oakland County is underrepresented in the following sectors:

1. Trade; Transportation; and Utilities, representing 17.2% of Oakland County payroll employment compared to 18.1% for Michigan as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Leisure and Hospitality, representing 9.8% of Oakland County payroll employment compared to 10.2% for Michigan as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
3. Manufacturing, representing 9.5% of Oakland County payroll employment compared to 13.6% for Michigan as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.
4. Government, representing 6.4% of Oakland County payroll employment compared to 13.0% for Michigan as a whole. This sector includes employment in local, state, and federal government agencies.

Major Employers

Major employers in Oakland County are shown in the following table.

Major Employers - Oakland County

	Name	Number of Employees	Industry
1	Corewell Health	13,712	Health Care System
2	Stellantis (formerly FCAUS LLC)	1,462	Automobile Manufacturer
3	General Motors Co.	7,451	Automobile Manufacturer
4	UWM Holdings Corp.	730	Mortgage Lender
5	Henry Ford Health	5,588	Health Care System
6	Ascension Michigan	5,250	Health Care System
7	U.S. Postal Service	4,873	Postal Service
8	Amazon	4,310	E-Commerce, Tech & Telecom
9	Oakland County	3,742	County Government
10	Comerica Bank	3,021	Financial Institution

Source: Crain's Detroit Business, The Book, July 2024

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been slightly higher in Oakland County than Michigan overall during the past decade. Oakland County has grown at a 1.7% average annual rate while the State of Michigan has grown at a 1.6% rate. Oakland County continues to perform better than Michigan. GDP for Oakland County rose by 2.2% in 2023 while Michigan's GDP rose by 1.9%.

Oakland County has a per capita GDP of $90,422, which is 64% greater than Michigan's GDP of $55,220. This means that Oakland County industries and employers are adding relatively more value to the economy than their counterparts in Michigan.

Gross Domestic Product

Year	($,000s) Oakland County	% Change	($,000s) Michigan	% Change
2013	96,781,619	–	472,779,900	–
2014	97,813,071	1.1%	479,534,900	1.4%
2015	100,405,846	2.7%	490,618,700	2.3%
2016	102,272,094	1.9%	500,159,500	1.9%
2017	103,948,141	1.6%	505,101,500	1.0%
2018	106,919,794	2.9%	516,843,000	2.3%
2019	108,730,076	1.7%	521,085,100	0.8%
2020	104,254,094	-4.1%	501,893,800	-3.7%
2021	109,665,412	5.2%	530,380,900	5.7%
2022	112,436,089	2.5%	543,720,900	2.5%
2023	114,874,085	2.2%	554,256,200	1.9%
Compound % Chg (2013-2023)		1.7%		1.6%
GDP Per Capita 2023	$90,422		$55,220	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2024.
The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

Household Income

Oakland County is more affluent than Michigan. Median household income for Oakland County is $93,885, which is 34.8% greater than the corresponding figure for Michigan.

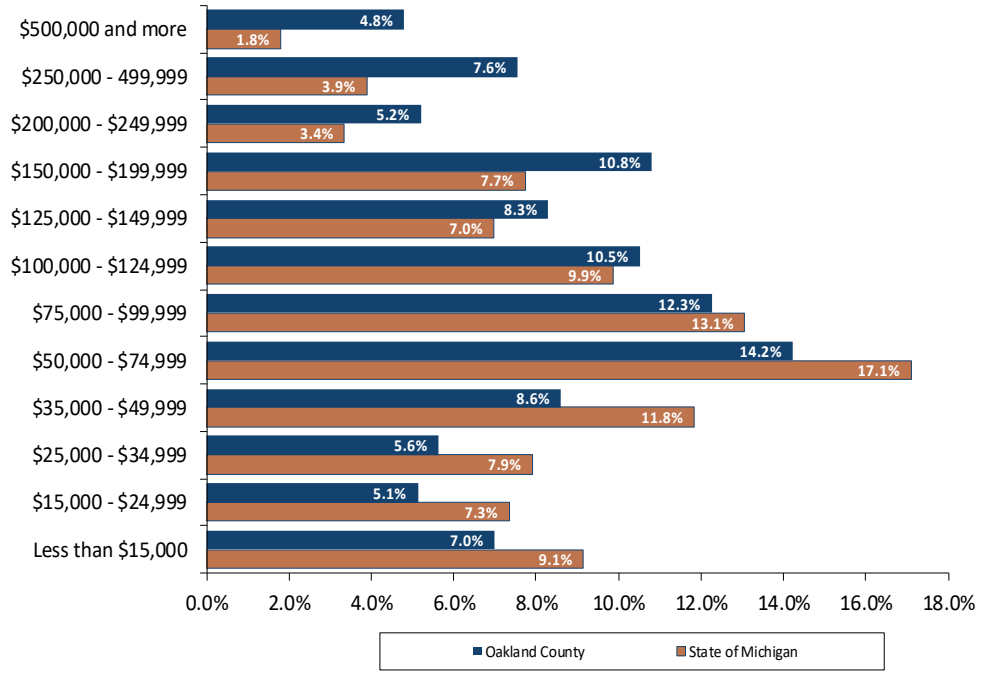
Median Household Income - 2025

	Median
Oakland County	$93,885
State of Michigan	$69,662
Comparison of Oakland County to State of Michigan	+ 34.8%

Source: Claritas

The following chart shows the distribution of households across twelve income levels. Oakland County has a greater concentration of households in the higher income levels than Michigan. Specifically, 28% of Oakland County households are at the $150,000 or greater levels in household income as compared to 17% of Michigan households. A lesser concentration of households is apparent in the lower income levels, as 26% of Oakland County households are below the $50,000 level in household income versus 36% of Michigan households.

Household Income Distribution - 2025

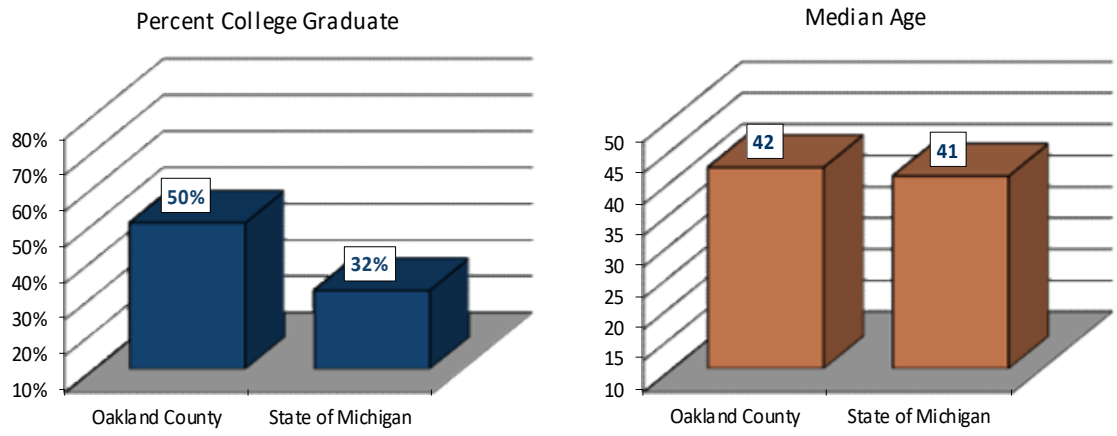


Source: Claritas

Education and Age

Residents of Oakland County have a higher level of educational attainment than those of Michigan. An estimated 50% of Oakland County residents are college graduates with four-year degrees, versus 32% of Michigan residents. People in Oakland County are slightly older than their Michigan counterparts. The median age for Oakland County is 42 years, while the median age for Michigan is 41 years.

Education & Age - 2025

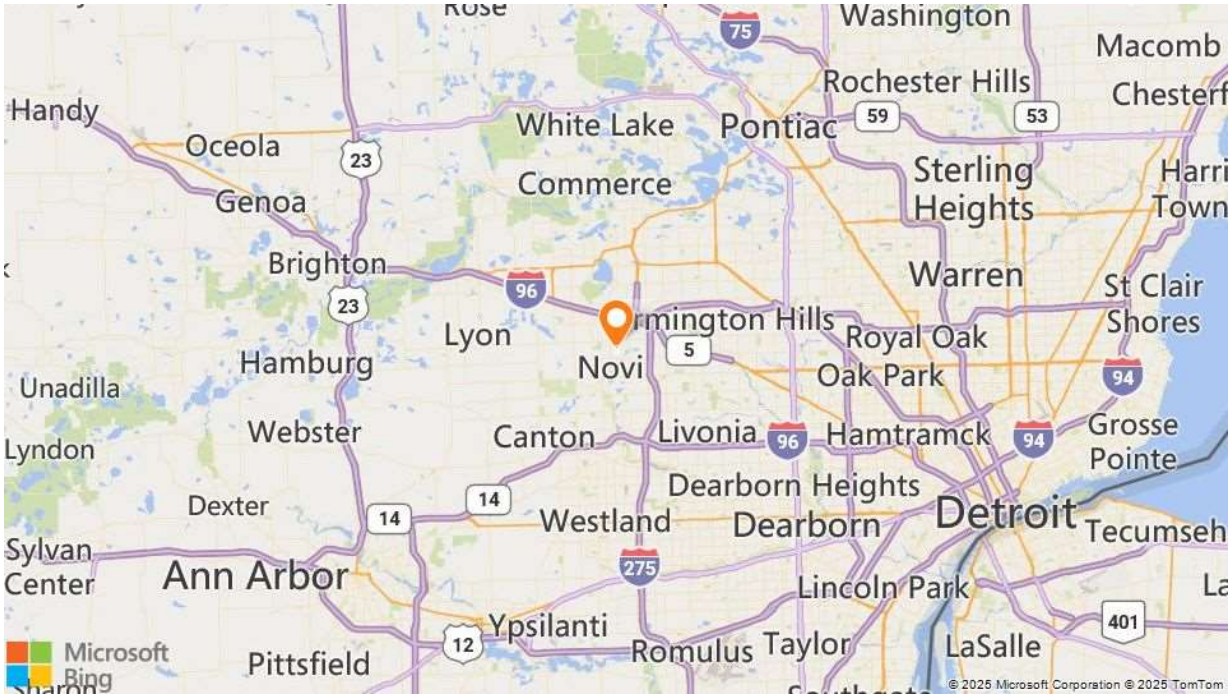


Source: Claritas

Conclusion

The Oakland County economy will benefit from a stable to slightly growing population base and higher income and education levels. Oakland County experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than Michigan over the past decade. It is anticipated that the Oakland County economy will improve and employment will grow, strengthening the demand for real estate.

Area Map

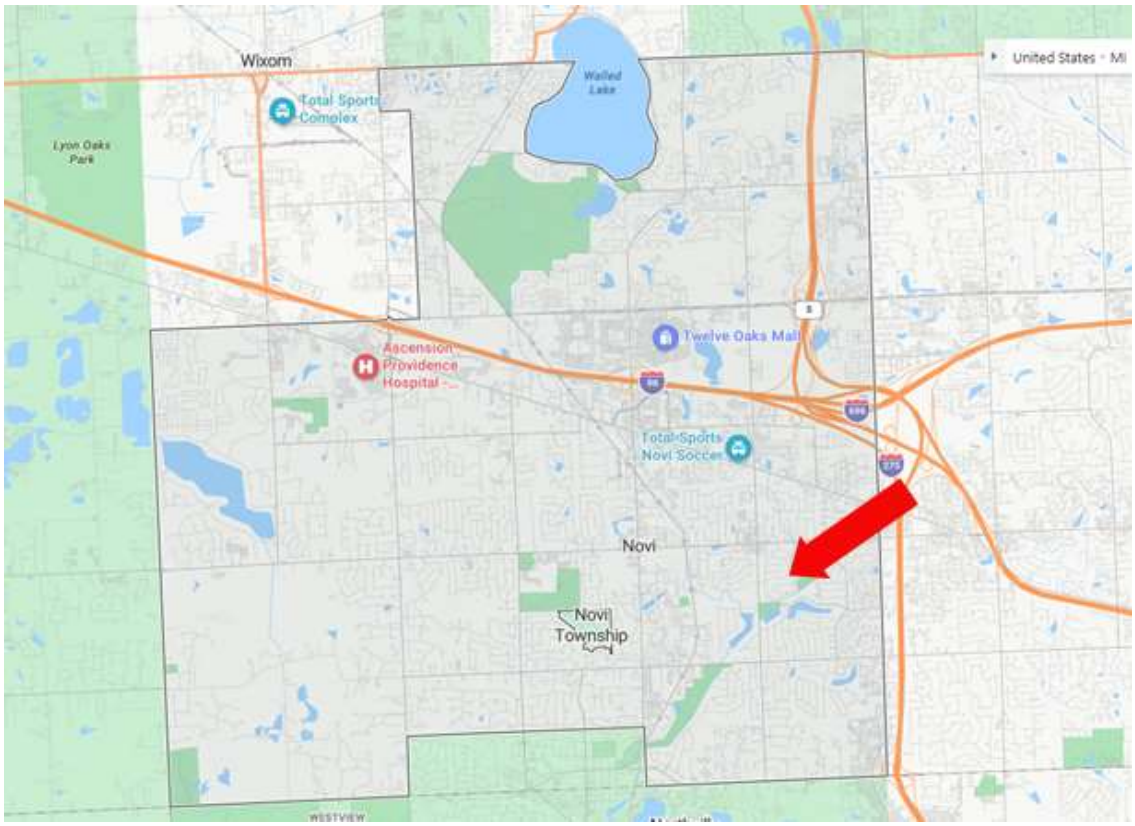

Washington
Macomb
Rochester Hills
Chesterf
Handy
Oceola
White Lake
Pontiac
Sterling Heights
Harri
Town
Genoa
Commerce
Brighton
Warren
St Clair Shores
Lyon
Royal Oak
Hamburg
Novi
Oak Park
Unadilla
Webster
Canton
Livonia
Hamtramck
Grosse Pointe
Lyndon
Dearborn Heights
Dexter
Westland
Dearborn
Detroit
Tecumseh
Sylvan Center
Ann Arbor
Lincoln Park
Ypsilanti
Romulus
Taylor
LaSalle
Pittsfield
Microsoft Bing
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Surrounding Area Analysis

Location

The subject is located in the south central area of the City of Novi, which contains 31.28 square miles and are surrounded by the communities of Commerce Township, Walled Lake, and Wixom to the north, Farmington and Farmington Hills to the east, Northville and Wayne County to the south, and Lyon Township to the west. Novi is situated in the southwest portion of Oakland County. The market area is located approximately 30 miles north of downtown Detroit, 25 miles northeast of Ann Arbor, 50 miles southeast of Flint, and 65 miles east of Lansing. Area boundaries and delineation are indicated in the following table. A map identifying Novi and the location of the property follows below.

Boundaries & Delineation	
Boundaries	
Market Area	Metropolitan Detroit
Area Type	Suburban
Delineation	
North	West 14 Mile Road/ Pontiac Trail
South	8 Mile Road
East	Haggerty Road
West	Napier Road



Access and Linkages

Primary access and linkages to the market area, including highways, roadways, public transit, and airports, are summarized in the following table.

Access & Linkages	
Vehicular Access	
Major Highways	I-96, I-696, and I-275
Primary Corridors	Beck Road, Pontiac Trail, Napier Road, Grand River Avenue, 7 - 11 Mile Roads
Vehicular Access Rating	Average
Public Transit	
Providers	Not Provided
Airport(s)	
Name	Detroit Metropolitan Wayne County Airport (DTW)
Driving Time	25 - 30 Minutes
Primary Transportation Mode	Automobile

Novi has a logistical advantage given the access to I-96, I-696, and I-275. These freeways allow quick access to major employers throughout Southeastern Michigan. As a result, the city has a strong residential foundation. In fact, Novi is annually recognized by various national publications as one of the top places to live and work in Michigan.

Public transportation in metro-Detroit is provided by the SMART bus service (Suburban Mobility Authority for Regional Transportation); however, this system does not extend to Novi except for limited services available to senior residents. Train services are provided by Amtrak and nearby stations are found in Ann Arbor, Birmingham, Dearborn, Detroit, Pontiac, and Royal Oak.

Demand Generators

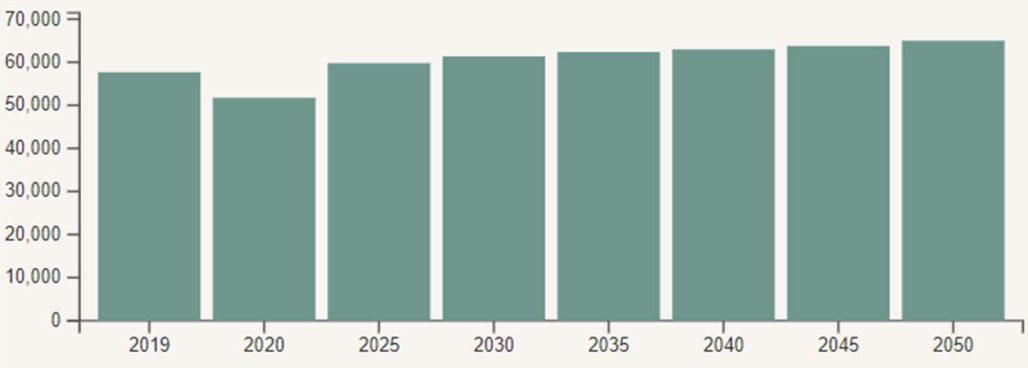
The typical generators of demand affecting the Novi market area are discussed and analyzed below.

Employment and Employment Centers

Novi is viewed as a desirable residential address in Southeastern Michigan. While primarily a bedroom community, the city is home to a number of major employers. The city is home to a mix of 3,000 large and small businesses including 1,000 international companies. The city has a varied employment base from manufacturing, energy, high tech, construction and logistics.

Major employers in Novi include Henry Ford Providence Hospital, Harman International, Novi Community Schools, Fox Run Retirement, Ryder Systems, ITC Holdings, Eberspaecher North America, Magna International, and Cooper Standard.

The Southeast Michigan Council of Governments (SEMCOG) is projecting that employment in Novi will continue to grow through 2050.



Forecasted Jobs By Industry Sector	2019	2020	2025	2030	2035	2040	2045	2050	Change 2019-2050	Pct Change 2019-2050
Natural Resources, Mining, & Construction	2,219	2,200	3,029	3,015	2,991	2,906	2,831	2,840	621	28%
Manufacturing	4,670	4,239	4,627	4,575	4,344	4,101	3,935	3,913	-757	-16.2%
Wholesale Trade	3,118	2,929	3,139	3,197	3,288	3,266	3,202	3,138	20	0.6%
Retail Trade	7,892	6,944	7,207	6,823	6,338	6,029	5,777	5,623	-2,269	-28.8%
Transportation, Warehousing, & Utilities	1,418	1,410	1,667	1,701	1,747	1,751	1,774	1,783	365	25.7%
Information & Financial Activities	6,576	6,145	7,173	7,806	8,290	8,615	8,922	9,254	2,678	40.7%
Professional and Technical Services & Corporate HQ	8,452	7,940	9,299	9,800	10,237	10,599	11,019	11,441	2,989	35.4%
Administrative, Support, & Waste Services	3,477	3,026	3,421	3,565	3,729	3,854	3,960	4,107	630	18.1%
Education Services	2,212	2,060	2,213	2,286	2,347	2,362	2,379	2,398	186	8.4%
Healthcare Services	7,679	7,095	7,941	8,216	8,579	8,969	9,388	9,839	2,160	28.1%
Leisure & Hospitality	7,103	5,217	7,105	7,275	7,317	7,335	7,346	7,405	302	4.3%
Other Services	2,137	1,851	2,247	2,373	2,429	2,452	2,499	2,513	376	17.6%
Public Administration	719	682	718	732	736	732	732	731	12	1.7%
Total Employment Numbers	57,672	51,738	59,786	61,364	62,372	62,971	63,764	64,985	7,313	12.7%

The table above shows that most Novi residents are employed in healthcare services, professional and technical services, as well as corporate HQ. According to the Southeast Michigan Council of Governments (SEMCOG), over the next 25 years Novi will continue to experience positive job growth with an increase of about 7,300 jobs.

Nearby Retail Uses

The I-96 and Novi Road Interchange in Novi is commonly referred to as the retail epicenter of Western Oakland County. The interchange is anchored by Twelve Oaks Mall at the northwest corner; a regional mall containing over 1.5 million square feet anchored by Macy's, Nordstrom, and JCPenney. Novi Town Center is situated at the southwest corner and is a regional shopping center anchored by Walmart Supercenter. The northeast corner of this intersection includes the West Oaks I and II

regional shopping centers anchored by Michaels, Old Navy, Kohl's, and Marshall's. Twelve Mile Crossing at Fountain Walk, anchored by Dick's Sporting Goods, Powerhouse Gym, and Emagine Novi Theatre, is located south of I-96 on the west side of Novi Road. The southeast corner of the intersection is the site of the former Novi Expo Center that has been redeveloped into a large-scale mixed-use development that is planned to include hotels, restaurants, an indoor skydiving facility, and a Planet Fitness. Along Grand River Avenue in Novi is the Suburban Collection Showplace, a 340,000 square-foot convention center.

Population and Income

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

2025 Estimates	Novi	Oakland County	State of Michigan
Population 2020	66,243	1,274,395	10,077,331
Population 2025	68,209	1,271,424	10,052,475
Population 2030	70,435	1,280,099	10,129,941
Compound % Change 2020-2025	0.6%	0.0%	0.0%
Compound % Change 2025-2030	0.6%	0.1%	0.2%
Households 2020	26,459	524,047	4,041,760
Households 2025	27,173	526,492	4,063,373
Households 2030	28,045	532,520	4,114,212
Compound % Change 2020-2025	0.5%	0.1%	0.1%
Compound % Change 2025-2030	0.6%	0.2%	0.2%
Median Household Income 2025	$110,958	$93,885	$69,662
Average Household Size	2.5	2.4	2.4
College Graduate %	64%	50%	32%
Owner Occupied %	63%	70%	71%
Renter Occupied %	37%	30%	29%
Median Owner Occupied Housing Value	$438,222	$350,594	$249,348
Median Year Structure Built	1993	1975	1972
Average Travel Time to Work in Minutes	28	28	26

Source: Claritas

Population in the area has grown in recent years, and this trend is expected to continue in the foreseeable future. Income levels and the median owner-occupied housing value in Novi are higher than Oakland County and Michigan.

Services and Amenities

The nearest public services, including police and fire departments, as well as public schools are summarized in the following table.

Public Services	
Service	
Police Department	Novi
Fire Department	Novi
Hospital	Ascension Providence Hospital - Novi
School District(s)	Novi, Northville, South Lyon, and Walled Lake Schools Districts

Novi has a variety of recreational amenities including several public parks and golf courses with a large public park on Walled Lake. Lyon Oaks is located within the market area and includes an 18-hole public golf course. The Proud Lake Recreation area and Kensington Metropark are located within city limits as well. The city offers several public libraries and a parks and recreation department.

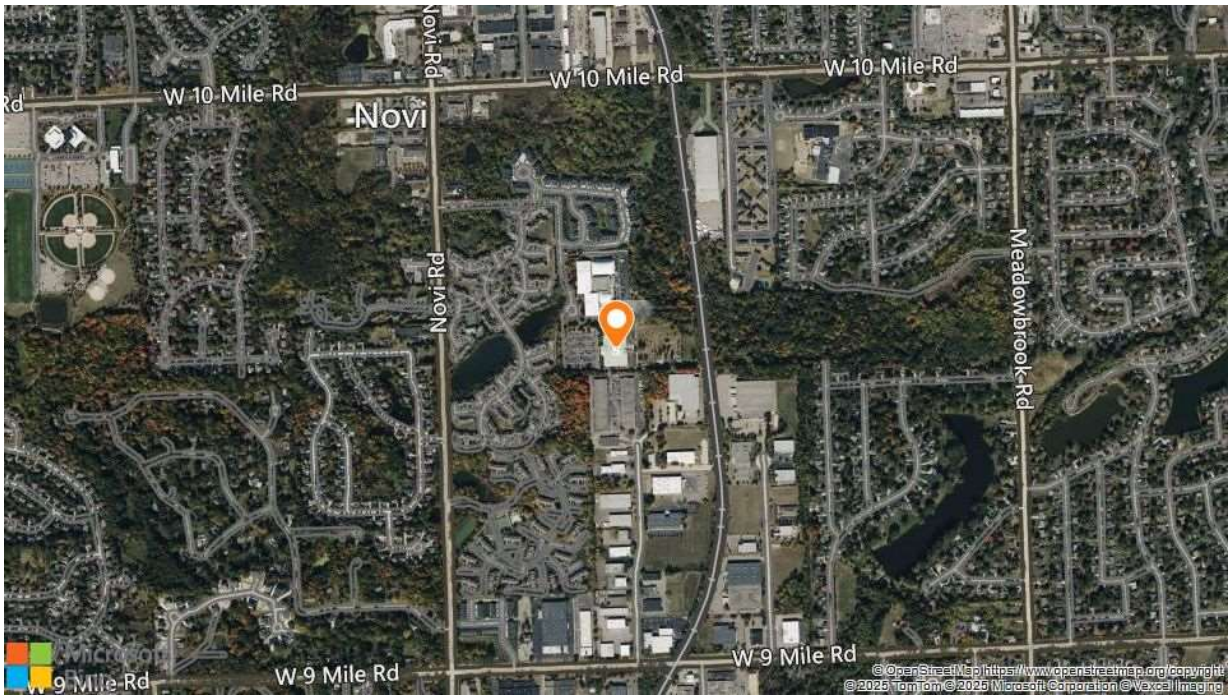
Nearby Land Use

Land uses immediately surrounding the subject are predominantly residential with typical ages of building improvements ranging from 10 to 30 years. Property types adjoining the subject include a municipal recreation building to the north, a municipal dog park to the east, and residential to the west and southwest; due to the rail trunk line that lies adjacent to the dog park to the east, and the property zoning, there are industrial uses to the south/southeast.

Outlook and Conclusions

The area is in the growth to maturity stage of its life cycle. Recent development activity has been slow, with some new housing being constructed in the area. We anticipate that property values will remain stable in the near future.

Surrounding Area Map



Ice Arena Market Analysis

An intrinsic component of the valuation process is an analysis of the subject's market, which is intended to identify supply and demand factors and market trends. First, the competitive market for similar ice arenas, or supply, is surveyed. Secondly, the demand for ice time is considered. In the past ten+ years, demand for ice time has increased significantly in Metro Detroit, largely the result of the interest in hockey based on the Detroit Red Wings National Hockey League (NHL) franchise success in recent years. This included several Stanley Cup victories for the Red Wings in the recent past after a four-decade drought, and a recently ended 25 year run to the playoffs. This success has bolstered ice hockey participation in southeast Michigan, which has produced significant hockey talent in the past decade or more, including a number of NHL stars.

Additionally, parental trends to expand the horizons of their children has significantly contributed to ice skating lessons and an expansive interest in figure skating. This is further fueled by continuing Olympic and World Championships (two years after each Olympics) success by US competitors in all ice sports, including figure skating, ice dancing and speed skating.

The subject is largely utilized for ice hockey, with additional usage for figure skating, special events and learn to skate programs.

Supply Factors

While the subject is situated in southwestern Oakland County, it is surrounded by competing ice arenas especially in the more densely populated areas. A number of the local youth hockey participants in the local area travel to the subject, as well as nearby facilities including nearby municipal arenas, and private arenas. Following is a summary of these facilities:

Local Ice Arena Inventory

Location	Private/ Municipal	No. of Sheets	Seasonal/Year Round
Farmington Hills Arena 35500 W. 8 Mile Rd Farmingham Hills, MI	Municipal	2	Seasonal
Suburban Farmington Hills Arena 23996 Freeway Park Dr. Farmingham Hills, MI	Private	2	Year round
Novi Arena 42400 Nick Lidstrom Dr. Novi, MI	Municipal	2	Year round
USA Arena 14900 Beck Rd Plymouth, MI	Private	2	Year Round
Arctic Edge Coliseum 44615 Michigan Ave Canton, MI	Private	2	Year Round
Victory Arena 40475 Plymouth Rd Birmingham, MI 48009	Private	1	Year Round
Redford Arena 12400 Beech Daly Redford, MI	Municipal	1	Seasonal

All of the area facilities are well utilized, with virtually all prime-time ice sold. Based on a survey of competing ice arenas in the local area, there is very little prime time (generally defined as weeknights between 5 – 11 PM and weekends from 8 AM to 11 PM) ice available.

Area arenas reported selling virtually all of their prime time ice for the current season. Rates and usage during non-prime hours fluctuates, as some of the municipal facilities are closed during non-prime hours, and for the summer, to avoid operating costs.

Most of the area facilities reported that they filled in the non-prime hours with public figure skating (figure skating practice with number of participant limits), open skating (circular skating, which can

accommodate large numbers of skaters), drop-in hockey, senior hockey, sticks and pucks, and other similar events.

There are no known ice arenas that are planned for the local market area. The Arena Guide from hockeyweekly.com listed arenas that opened in Michigan since 2002; they include the single sheet St. Mary's athletic complex in Orchard Lake, the three sheet Hartland Sports Center in Howell (M-59 east of US-23) and the two-sheet Suburban Arena in Macomb Township. No arenas have been built in Michigan since the mid 2000's.

Overall, the supply of ice in the local area appears to be fixed for the near term. However, several arenas were closed in the recent past; Allen Park Civic Arena was permanently closed in 2012, while the Ice Mountain complex in Davison was sold in foreclosure also in 2012, however, has since reopened. City Sports Arena in Detroit, also a newer facility, was closed in 2015. The Berkley Municipal Ice Arena in Oakland County was closed in fall 2016 due to refrigeration failure, and will not reopen. The Monroe City Council voted in April 2016 to close the 1998 built Monroe Multi-Sports Complex facility for the 2016-17 year, although it was reopened in December 2016 after resident opposition, but required a $140,000 subsidy.

The Brownstown Sports Center, a three sheet arena, sold for approximately $7/SF in February 2015; the new ownership subsequently took one of the ice sheets out, and renovated it for indoor soccer, while two sheets continued to operate. This property is in the southerly end of the MSA, and is in an area with declining participation levels, particularly since the opening of the nearby Taylor Sportsplex in 2002. Most recently, this property has been proposed for conversion to self-storage.

The 2000 constructed Polar Palace in Lapeer also faced financial difficulties, as it is removed from dense populations, and ultimately closed in Spring 2019, and was reopened in 2024 as a multi sports facility, including turf fields. The Summit Sports complex in Lansing closed permanently in late 2020, and was converted to alternate use.

Demand Factors

While a complete demographic and demand analysis on hockey participation rates has not been completed, the growth trends in this area lend support for continued demand for ice time in the local area.

The following data is from the Season Registration Reports from USA Hockey, the national governing body for amateur hockey in the United States. Registrations for the Pandemic influenced 2020-21 season are not demonstrative.

USA Hockey Total Registration			
Year	USA	Michigan	MI %
2000-01	519,533	69,199	13.3%
2001-02	525,373	69,111	13.2%
2002-03	530,368	68,302	12.9%
2003-04	535,439	67,973	12.7%
2004-05	531,850	67,904	12.8%
2005-06	527,269	65,450	12.4%
2006-07	539,399	62,789	11.6%
2007-08	548,551	62,207	11.3%
2008-09	548,289	61,491	11.2%
2009-10	558,476	60,709	10.9%
2010-11	583,262	63,238	10.8%
2011-12	594,959	61,787	10.4%
2012-13	591,418	60,319	10.2%
2013-14	598,841	58,164	9.7%
2014-15	611,926	57,546	9.4%
2015-16	622,833	57,029	9.2%
2016-17	637,744	57,074	8.9%
2017-18	646,120	55,578	8.6%
2018-19	653,474	55,495	8.5%
2019-20	648,742	53,311	8.2%
2020-21	528,944	37,381	7.1%
2021-22	630,561	43,270	6.9%
2022-23	646,237	37,024	5.7%
2023-24	659,873	39,990	6.1%

On a state-by-state breakdown, Michigan is fourth in the nation for total registered players (includes players, coaches and officials); Massachusetts, New York and Minnesota are the only other states to have more players registered. Participation rates in Michigan grew rapidly in the 1990's and peaked in 2000-01, and have been slightly declining since to a level approximately 40% below the peak; 2013-14 marked the first season that Michigan dipped below 10% of national registrations.

Michigan is presently just above 6% of the US total, although registration changed for adults in Michigan changed in the past two years, with many opting out of USA Hockey due to the restrictions imposed by USA Hockey, and have disaffiliated.

Local Market and Conclusion

Generally speaking, demand levels in many of the area ice arenas located in competitive proximity to the subject appear strong, with most prime time ice sold out for the coming year. Discussions with arena managers active in the market indicate that each ice arena is able to maintain a respectable market share, thereby suggesting some level of profitability among all properties, excepting for the aforementioned closures.

Based on the above analysis, there appears to be sufficient demand to support the subject as well as the existing properties in the market. The general lack of prime-time ice being available within the competing rinks is empirical evidence that there is sufficient demand for ice rental for prime-time slots. The demand for ice time in nearby arenas indicates that the market can easily support the subject property and is further supported by the subject's historic revenue and corresponding gross sales levels.

Additionally, travel and high school teams have greater ice utilization, hence, hours consumed, and revenue. It is noted that the house teams and 8 and under players utilize less ice, but have a greater number of participants per team/group, and are doubled up on the ice, with two teams, or say 25-30 kids are on the ice at a time. As such, the enrollment data alone does not substantiate the actual usage of the facility in hours, but does provide a relative comparison.

While the overall enrollments in USA Hockey in Michigan have declined, the sustained level of enrollments is indicative of the continued demand for ice. It is noted that of the truly competitive, modern arenas, all are charging $350-$400 per hour for prime time ice, (the subject charges 340 per hour for its prime time ice) to cover increasing costs, primarily of electricity, as well as wages. Further, like many other recreational properties, the operators tend to be keenly aware of competition, and set rates accordingly.

In addition, the reach of an arena is typically wide in southern Michigan. Parents will drive their kids long distances to play for a travel team, so the geographics are not nearly as important, but rather, the team base. The same dynamic holds true for adult leagues; they will play where they know other people, from prior teams, work, friends, etc., thus drive time is not critical. Similarly, figure skaters will follow coaches. However, the novice kids just learning to skate tend to gravitate locally.

Overall, market conditions are strengthening due to the healthy economy in the market area, coupled with elimination of some competition by the aforementioned closures. Contrarily, there are lower USA Hockey enrollments in Michigan, likely due to the lack of replacement participants of younger ages entering hockey likely attributable to rising costs. It is generally thought that children above the age of 10 are less likely to start playing hockey; while entries were limited due to the pandemic, this is viewed as a temporary anomaly. Hockey enrollments are expected to have a neutral impact on the occupancy and income potential of the subject due to its historical income pattern, and past success.

The primary criterion for rink success is its utilization of non-prime ice, for which the subject has a diverse mix of events, including significant consumption for figure skating, as well as hockey, which is the primary driver of most area rinks.

Property Analysis

Land Description and Analysis

Land Description	
Land Area	7.00 acres; 304,920 SF
Source of Land Area	Appraiser estimate
Primary Street Frontage	Nick Lidstrom Dr. - No frontage; easement only
Shape	Basically rectangular
Corner	No
Rail Access	Possible
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	26125 C 0628 & 29 F
Date	September 29, 2006
Flood Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	Novi
Zoning Designation	I-1
Description	Light Industrial
Legally Conforming?	Appears to be legally nonconforming
Zoning Change Likely?	No
Permitted Uses	Most light industrial uses. "In the I-2 district, indoor tennis courts, roller skating rinks, and ice-skating rinks are a permitted use when, together with accessory uses such as offstreet parking, they are located at least one hundred (100) feet from any adjacent residential district."
Utilities	
Service	Provider
Water	Municipal
Sewer	Municipal
Electricity	DTE Energy
Natural Gas	Consumers Energy
Local Phone	Lines by AT&T

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

It is noted that current zoning only permits ice arenas in I-2 zones, implying that the subject is a legal non-conforming use.

Easements, Encroachments and Restrictions

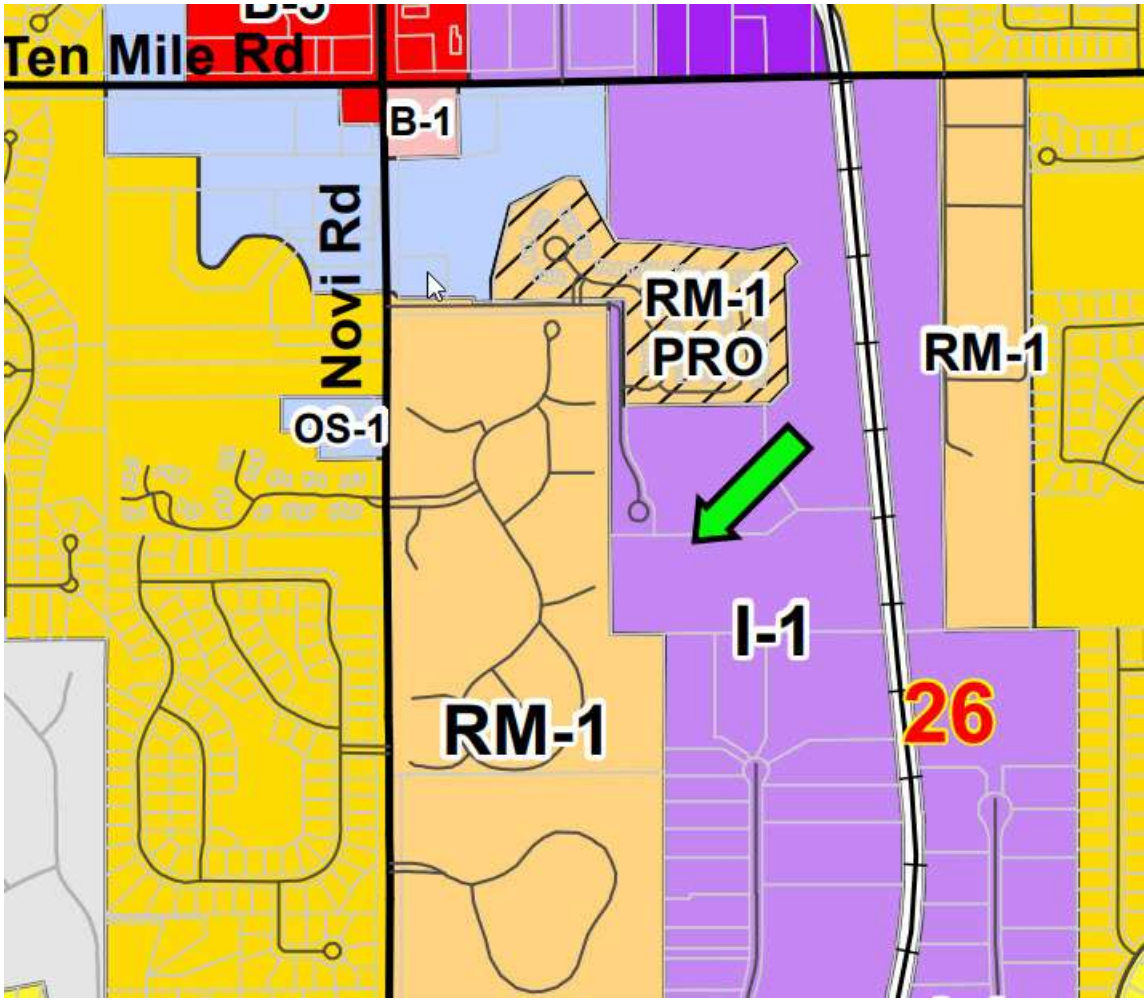
We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Further, a special assumption is employed to provide easement access to the Nick Lidstrom Drive cul-de-sac, which does not touch the existing platted property line.

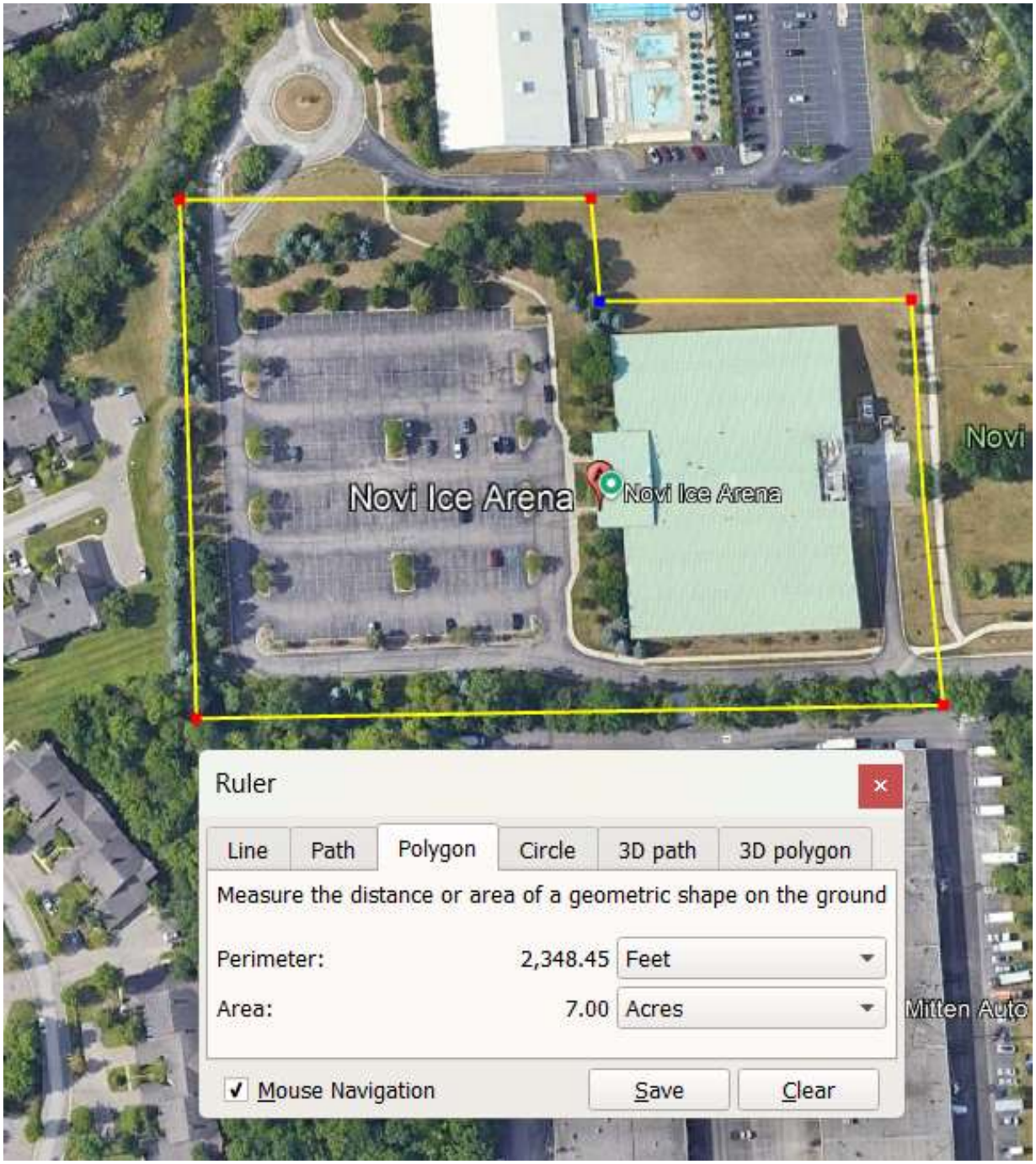
Conclusion of Land Analysis

Overall, the physical characteristics of the hypothetical site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.

Zoning Map



Aerial with Hypothetical split



Aerial Plat Overlay (with hypothetical land division)



Improvements Description and Analysis

The subject is an existing ice sports arena property containing approximately 77,000 square feet of gross building area, including a 14,000 SF mezzanine area. The improvements were constructed in 1998 on a site estimated at approximately 7 acres.

Improvements Description	
Name of Property	Novi Ice Arena
General Property Type	Ice Sports Arena
Property Sub Type	Skating Rink
Competitive Property Class	A-
Occupancy Type	Owner Occupied
Number of Buildings	1
Stories	Two stories in most of central section, one in rink areas
Construction Class	C
Construction Type	Masonry
Construction Quality	Average
Condition	Good
Gross Building Area (SF)	76,707
Rentable Area (SF)	76,707
Land Area (SF)	304,920
Floor Area Ratio (RA/Land SF)	0.25
Floor Area Ratio (GBA/Land SF)	0.25
Building Area Source	Public Records
Year Built	1998
Actual Age (Yrs.)	27
Estimated Effective Age (Yrs.)	20
Estimated Economic Life (Yrs.)	45
Remaining Economic Life (Yrs.)	25
Number of Parking Spaces	Ample
Parking Type	Asphalt; 2 acres + at west side of building, in moderate to fair condition
Special Features	Two NHL (85' x 200') ice sheets with bleacher seating; central mezzanine area contains pro shop, concession stand, multiple offices, gym, voluminous common area, public restrooms and viewing area. Locker rooms all located in central area on ground floor; accessible via stairways, or single elevator. Industrial grade ammonia based refrigeration system with three compressors and detailed electronic program controls; heat waste attributable to refrigeration equipment utilized to melt ice resurfacing machine shavings in concrete pits for same.

Construction Details	
Foundation	Concrete
Structural Frame	Masonry with steel interior columns and beams
Exterior Walls	Decorative block with metal panel fascia near roof line
Windows	Anodized aluminum sash storefront
Roof	Slight gable with membrane cover over metal deck
Ceiling Height in Feet	Approx. 17
Column Spacing in Feet	Clear span in rink areas
Drive-in Doors	1 for ice resurfacing garage area
Interior Finishes	Ice arenas typically have modest finishes; subject is above average
Floors	Interlocking rubber in common areas, rinks and locker rooms; carpet in offices and pro shop and ceramic tile in wet areas. Rink surfaces have a sand bed.
Walls	Typically painted block in public areas, with painted wallboard in offices and pro shop.
Ceilings	Acoustic tile in common areas with wallboard in restrooms; other areas exposed construction.
Lighting	High intensity in rinks; fluorescent in other locations.
Electrical	Typical in common area; heavy electric for refrigeration
Plumbing	Copper supply; iron or plastic waste; PVC brinewater piping below ice surface.
Heating	Gas forced air; radiant heating in rinks above patron seating areas.
Air Conditioning	All except rinks, which include dehumidification units.
Hot Water	Gas fired; high capacity for ice resurfacing machine filling and showers
Utility Meters - Central	All
Elevators	One serving mezzanine
Rest Rooms	Public restrooms for men and women in easterly area of mezzanine. Restrooms with showers in locker rooms.
Sprinklers	Wet

Improvements Analysis

Quality and Condition

The quality and condition of the subject is considered to be superior to that of competing properties. The subject appears to have been well maintained, as indicated by historic expenditures and has good public appeal.

Functional Utility

The subject is a dual NHL sized (200’ x 85’) sheet facility that has the economies afforded by utilizing efficiencies not afforded in single sheet arenas. There is ample spectator seating, and locker rooms are of sufficient size and quantity, although accessible only via stairway, or a single elevator with a smaller cab. Common areas are ample, with modern finishes, and multiple seating areas. There is a pro shop, concession stand, meeting/conference room, and more than ample number of offices.

The subject contains a significant amount of space for a dual sheet arena, noting that it is similar in size to some three sheet facilities.

Deferred Maintenance

No deferred maintenance is apparent from our inspection, and none is identified based on discussions with management.

Following is a summary of recent improvements to the subject:

Reported Capital Expenditures Since 2022		
Item		
Refrigeration pump	$32,000	
Roof cover	$556,874	
Refrigeration control system	$87,990	
2023 Zamboni Resurfacer	$100,000	(est).
Locker room fresh air system and Rooftop Air Handling Unit	$670,000	
Total	$1,446,864	

ADA Compliance

Based on our inspection and information provided, we are not aware of any ADA issues. However, we are not expert in ADA matters, and further study by an appropriately qualified professional would be recommended to assess ADA compliance.

Hazardous Substances

An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. No hazardous substances were observed during our inspection of the improvements; however, we are not qualified to detect such substances. Unless otherwise stated, we assume no hazardous conditions exist on or near the subject.

Personal Property

Personal property items that are included in the appraisal are as follows:

Personal Property	QTY
Ice Resurfacer, 2023 Zamboni	1
Ice Resurfacer, 2018 Zamboni	1
Sets Dasher Boards/Glass	2
Sets Bleachers	2
Refrigeration Compressors/Dehumidifiers	2
Office Equipment, Computers, software	Pkg
Miscellaneous Rink Tools and Equipment	Pkg
Concession Equipment	Pkg

Conclusion of Improvements Analysis

In comparison to other competitive properties in the region, the subject improvements are rated as follows:

Improvements Ratings	
Visibility/Exposure	Average
Design and Appearance	Above Average
Age/Condition	Above Average
Clear ceiling heights	Above Average
% Sprinklered	Average
Lobby	Above Average
Interior Amenities	Above Average
Bathrooms	Average
Layout - Rink to Rink Proximity	Average
Parking Ratios	Average
Distance of Parking to Building Access	Average

The subject is a dual sheet (sand bed) facility that has certain economies not afforded by single sheet facilities, with a common ice resurfacing low bay (cannot accommodate all ice resurfacing machines) garage between them. There is adequate seating in the rinks, with a set of bleachers in each that have some low bay storage underneath. Locker rooms are of sufficient size and quantity, with average quality finishes, with two rental locker rooms that are of above average finish. There is a small pro shop near the entrance, and a concession area with cooking facilities. There is a very large, open, large common area space adjacent to the concession that appears underutilized, and excessive.

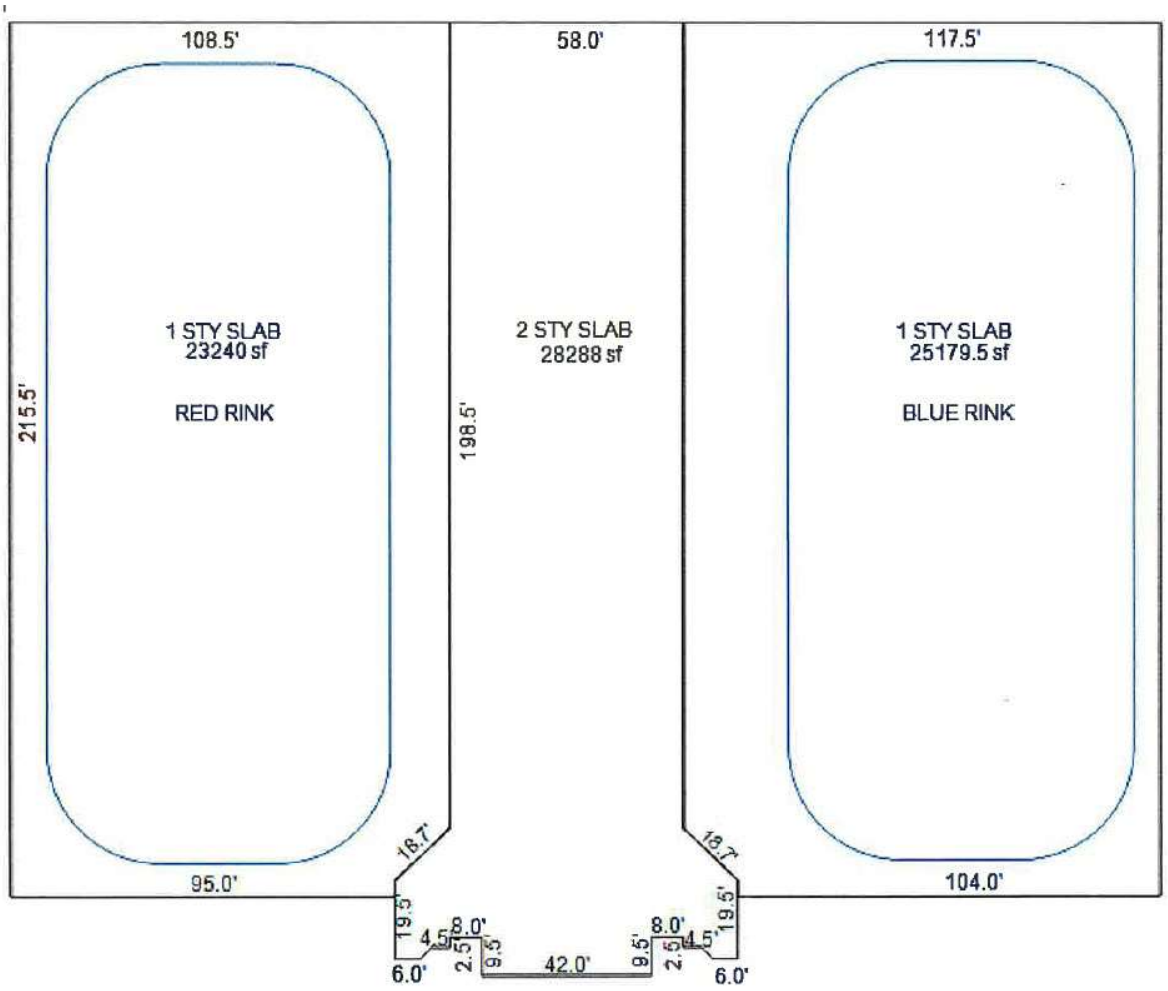
The rink refrigeration equipment incorporates a newer energy efficient electronic control system that allows for ice temperature to be adjusted for hockey or figure skating, or laying fallow. The refrigeration equipment has been well maintained, including the tri annual rebuild of the three compressors, and recent replacement of a brine pump.

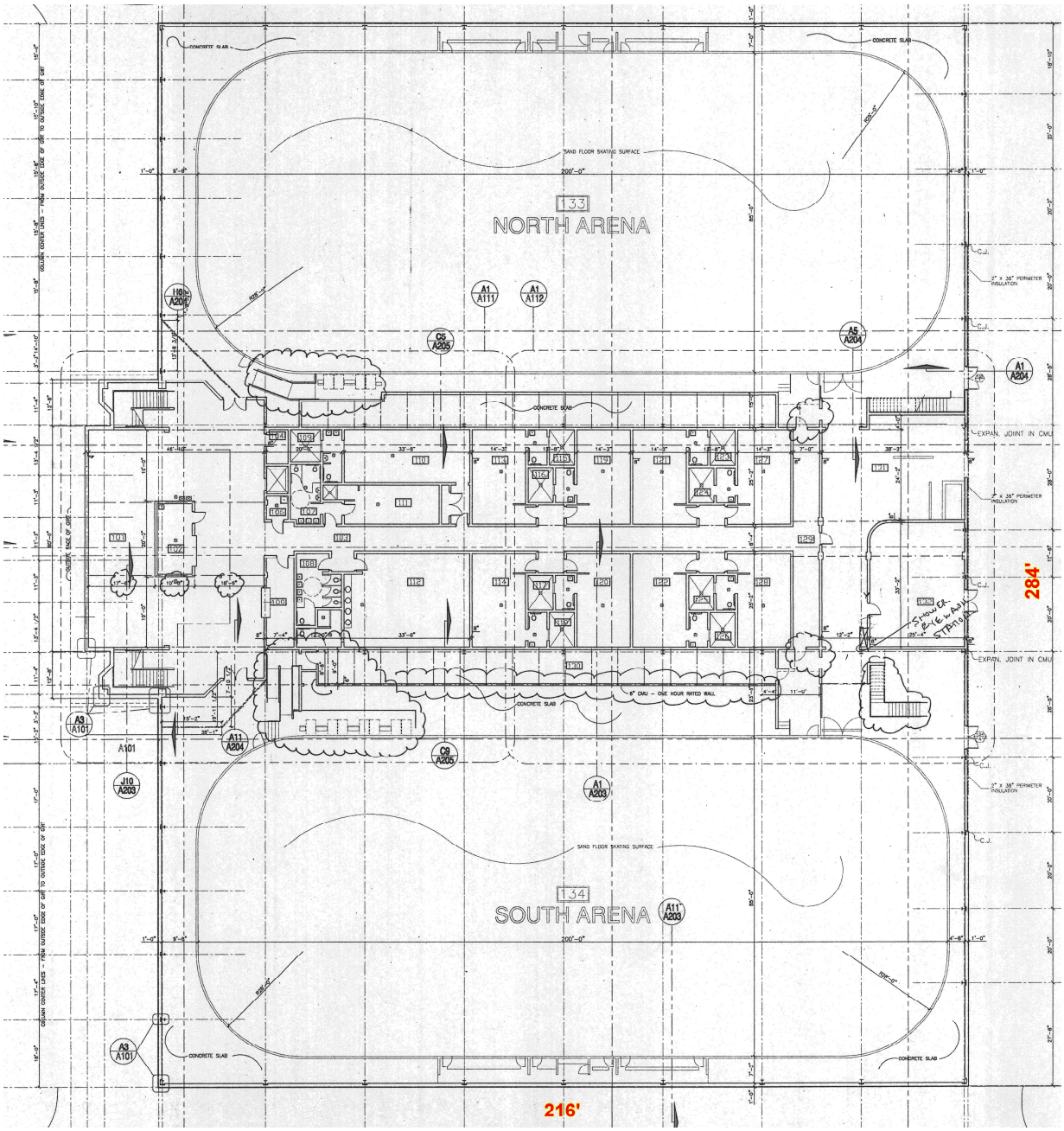
As indicated by the recent capital expenditures, replacements have been made on an ongoing basis, including a new roof cover in 2023, and a new air handling unit that incorporates a new fresh air system for locker rooms completed in August 2025. These replacements will allow the property to compete for the foreseeable future.

Perhaps the only large item imputing a future issue to be addressed is the parking lot, although it is currently functional.

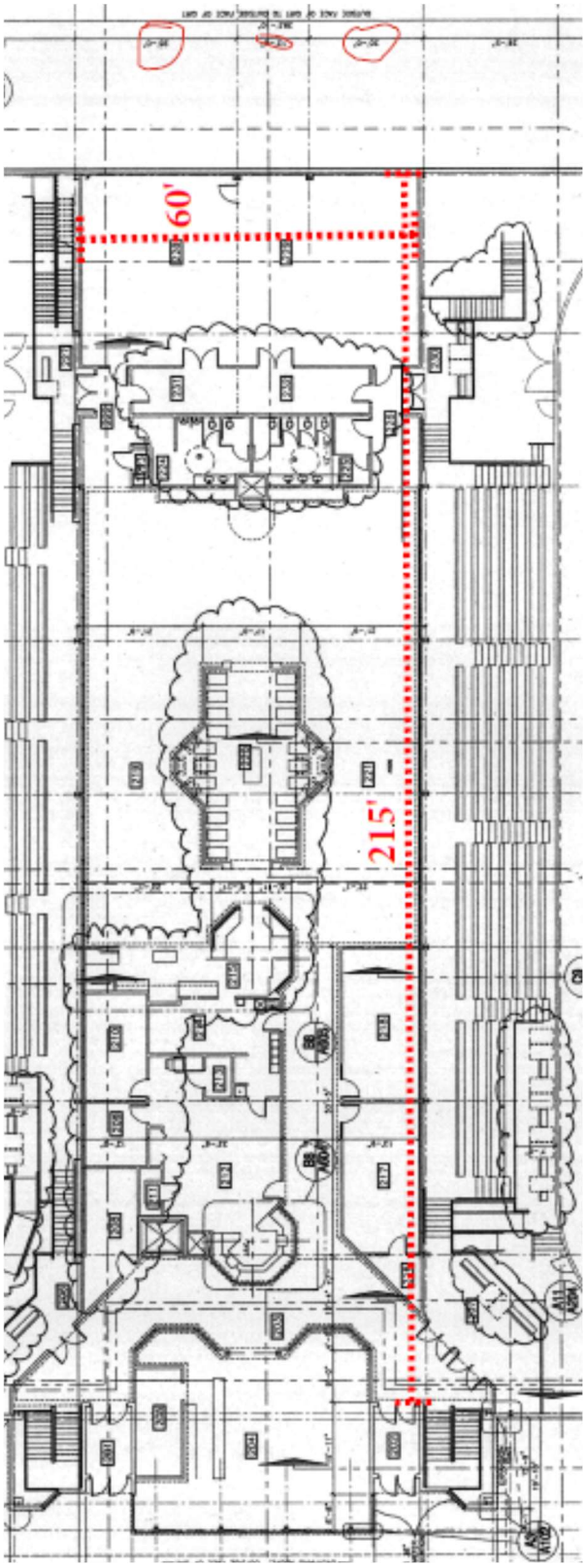
Overall, the quality and condition of the improvements are above average for their age and location.

Floor Plans


108.5'
58.0'
117.5'
1 STY SLAB
23240 sf
RED RINK
2 STY SLAB
28288 sf
1 STY SLAB
25179.5 sf
BLUE RINK
215.5'
198.5'
95.0'
104.0'
18.7'
19.5'
8.0'
4.5'
2.5'
9.5'
42.0'
6.0'


133
NORTH ARENA
134
SOUTH ARENA
SAND FLOOR SKATING SURFACE
200'-0"
CONCRETE SLAB
284'
216'
EXPAN. JOINT IN CMU
8" CMU - ONE HOUR RATED WALL

Mezzanine Plan



Real Estate Taxes

In Michigan, three values are carried on the assessment roll for any property; i.e. a state equalized value, SEV; a capped valuation, CV; and a taxable value, TV, the latter being the lower of the first two values. The SEV for property tax purposes in any given year are not to exceed 50% of Market Value as of December 31 of the preceding year and are to be similar to assessments for similar property. The capped value, CV, is proprietary, and results from a constitutional provision for a cap on increases of assessments limiting any increase to the rate of inflation in any year, or an overall constitutional limit of 5% per year, whichever limitation results in the lowest assessment. This limitation continues until a property is sold or transferred as defined by assessment regulations whereupon the cap provision is suspended, thus is proprietary. Real estate taxes and assessments for the current tax year are shown in the following table.

Real estate taxes and assessments for the current tax year are shown in the following table; it is noted that as the subject is publicly owned and occupied, it is not subject to taxation.

Taxes and Assessments - 2025

	Assessed Value	Taxes and Assessments		
			Ad Valorem	
Tax ID	Total	Tax Rate	Taxes	Total
22-26-101-018 (part of)	$0	5.312740%	$0	$0

As indicated in the following section, the subject's highest and best use is for private ownership; as such, taxes will be applicable in the future. As such, a tax capitalization analysis will be applied, which is a common practice, often utilized in property tax appeals in Michigan. Further discussion is presented in the analysis of this expense in the Income Approach.

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As If Vacant

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned I-1, Light Industrial. Permitted uses include most light industrial uses.

"In the I-2 district, indoor tennis courts, roller skating rinks, and ice-skating rinks are a permitted use when, together with accessory uses such as offstreet parking, they are located at least one hundred (100) feet from any adjacent residential district."

To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, only industrial use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on our analysis of the market, there is limited demand for additional industrial development at the current time. It appears that a newly developed industrial use on the site would not have a value commensurate with its cost; therefore, industrial use is not considered to be financially feasible. Nevertheless, we expect an eventual recovery of the market accompanied by a rise in property values to a level that will justify the cost of new construction. Thus, it is anticipated that industrial development will become financially feasible in the future.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than holding the property for future development of an industrial use. Accordingly, it is our opinion that holding the property for future industrial use, based on the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Holding the property for future development of an industrial use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant.

As Improved

The subject site is developed with an ice sports arena, which is generally consistent with the zoning, but not with highest and best use of the site as if it were vacant. The existing improvements currently produce a significant positive cash flow that we expect will continue; however, the subject has been publicly owned, and as stated previously, municipal owners tend to view properties like this as a public amenity, and often do not try to maximize the income stream as a result. Therefore, a continuation of this use, as privately owned, is concluded to be financially feasible.

Based on our analysis, there does not appear to be any alternative use that could reasonably be expected to provide a higher present value than the current use, as privately owned and operated, and the value of the existing improved property exceeds the value of the site, as if vacant. For these reasons, privately owned ice arena use is concluded to be maximally productive and the highest and best use of the property as improved.

Most Probable Buyer

Taking into account the size and characteristics of the property and its occupancy, the likely buyer is an investor.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Applicable	Utilized

Sales Comparison Approach

The sales comparison approach develops an indication of value by comparing the subject to sales of similar properties. The steps taken to apply this approach are:

- Identify relevant property sales;
- Research, assemble, and verify pertinent data for the most relevant sales;
- Analyze the sales for material differences in comparison to the subject;
- Reconcile the analysis of the sales into a value indication for the subject.

To apply the sales comparison approach, we searched for sale transactions within the following parameters:

- Property Type: Ice Arena
- Location: Southeast Michigan
- Size: All
- Age/Quality: All/Similar
- Transaction Date: Since 2022

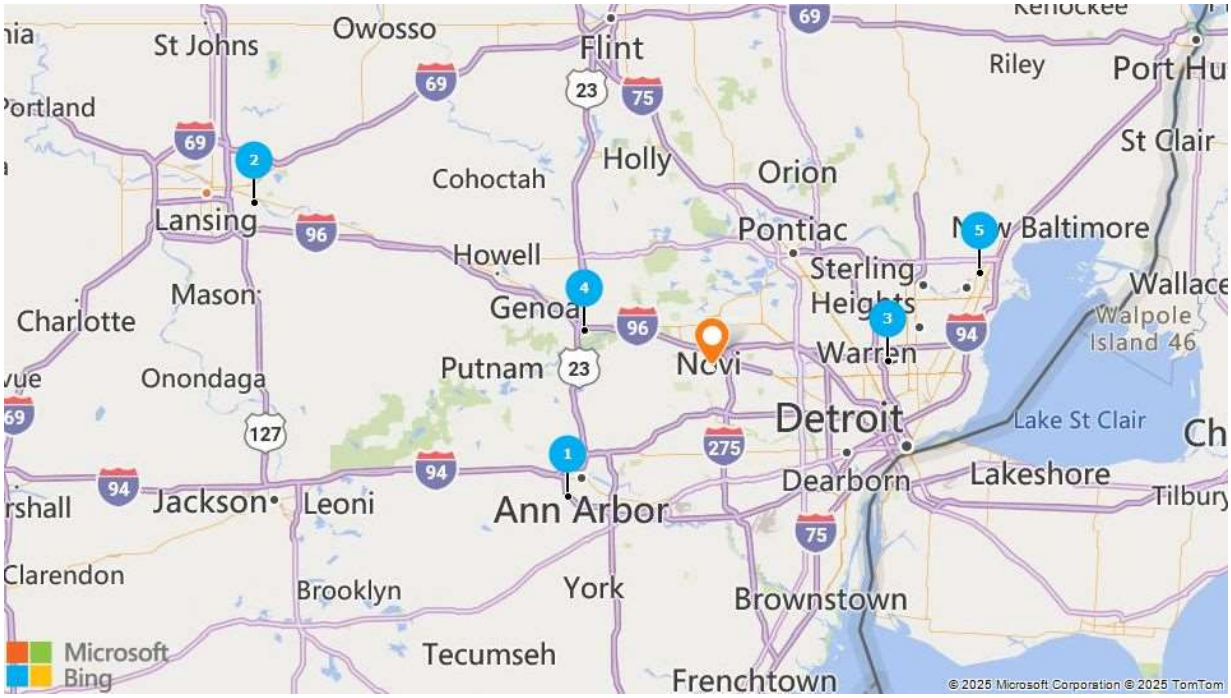
For this analysis, we use price per square foot of gross building area as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. All the comparables were sold for continued ice arena use. As such, the sale prices reported reflected the going concern; e.g., real estate, personalty, and any applicable business value.

The most relevant sales are summarized in the following table.

Summary of Comparable Improved Sales

No.	Name/Address	Sale Date; Status	Yr. Blt.; # Stories; % Occ.	Acres; FAR; Parking Ratio	# Ice Sheets; Gross SF; Avg SF/Sheet	Effective Sale Price	$/Ice Sheet; $/SF	Gross SF	$/Gross SF
1	A2Ice3 (Ann Arbor Ice 2121 Oak Valley Dr Pittsfield Township (Ann Washtenaw County MI	Dec-22 Closed	1995 1 –	14.39 0.19 1.85/1,000	3 121,406 40,469	$8,375,000	$2,791,667 $68.98	121,406	$68.98
	Comments: A party familiar with the sale indicated that the seller was a partnership, and the managing partner moved forward with the sale, as there was intent to dispose of the property. The property reportedly sold at an actual price between $8.25MM and $8.5MM, but the recorded amount of $7,450,000 represents the real estate, without personal property or any going concern contribution. An additional offer that was reportedly submitted prior to the sale at $10MM and was turned down; the buyer is a national concern that had cash, and the managing partner was motivated to dispose of the property, hence, the lower price. Additionally, the property was not listed, only casually offered by the managing partner.								
2	Ice Arena 2810 Hannah East Lansing (Meridian Ingham County MI	May-23 Closed	1998 1 –	8.39 0.25 3.33/1,000	2 89,821 44,911	$7,500,000	$3,750,000 $83.50	89,821	$83.50
	Comments: Buyer approached seller unsolicited; buyer is a large concern that has been actively building a portfolio of rinks in a number of northern states. An allocation of $2MM to Goodwill was made for transactional purposes and was reported to be attributable to hockey contracts; however, there was limited managerial expertise for this property, as it is the only remaining operational rink in the greater Lansing area (excluding the MSU Munn Arena, which does not rent hourly ice to the general public and is targeted for student activities, including the D1 hockey program).								
3	Viking Arena 1555 E. Woodward Hazel Park Oakland County MI	Jun-23 Closed	1999 1 –	5.00 0.32 –	2 70,682 35,341	$2,900,000	$1,450,000 $41.03	70,682	$41.03
	Comments: Property had deferred maintenance, and had been a negative cash flow for the City. The purchaser was managing the facility for the City; an original offer was rejected, and the parties later came to terms.								
4	Biggby Coffee Ice Cube- 10540 Citation Dr. Brighton Livingston County MI	Feb-24 Closed	1999 1 –	6.12 0.37 2.66/1,000	3 99,850 33,283	$8,000,000	$2,666,667 $80.12	99,850	$80.12
	Comments: The Arena is home to the Kensington Valley Hockey Association, Brighton High School, South Lyon Unified, and various other local high schools, clubs and adult hockey leagues. The purchaser, Black Bear Sports Group, is the largest owner-operator of ice rinks in the U.S., and approached the buyer directly and paid cash.								
5	Mt Clemens Arena 300 N. Groesbeck Hwy. Mount Clemens Macomb County MI	Jan-25 Closed	1994 1 –	17.91 0.08 –	2 62,916 31,458	$4,000,000	$2,000,000 $63.58	62,916	$63.58
	Comments: City had passed a $3MM bond in 2020 for upgrades to compressors for the dual sheet arena, as well as a new parking lot and roof. The property was not listed, and was purchased by Black Bear Sports Group out of Bethesda, MD, which has been on a buying spree of arenas in the northeast and midwest.								
	Subject Novi Ice Arena Novi, MI		1998 Two stories NA	7.00 0.25 –	2 76,707 38,354			76,707	

Comparable Improved Sales Map





Sale 1
A2Ice3 (Ann Arbor Ice Cube)



Sale 2
Ice Arena



Sale 3
Viking Arena



Sale 4
Biggby Coffee Ice Cube- Brighton



Sale 5
Mt Clemens Arena

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments may be considered for the following factors, in the sequence shown below.

Adjustment Factors	
Effective Sale Price	Accounts for atypical economics of a transaction, such as excess land, non-realty components, expenditures by the buyer at time of purchase, or other similar factors. Usually applied directly to sale price on a lump sum basis.
Real Property Rights	Leased fee, fee simple, leasehold, partial interest, etc.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.
Conditions of Sale	Extraordinary motivation of buyer or seller, such as 1031 exchange transaction, assemblage, or forced sale.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.
Location	Market or submarket area influences on sale price; surrounding land use influences.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility from main thoroughfares; traffic counts.
Size	Inverse relationship that often exists between building size and unit value.
Parking	Ratio of parking spaces to building area.
Building to Land Ratio	Ratio of building area to land area; also known as floor area ratio (FAR).
Building Quality	Construction quality, amenities, market appeal, functional utility.
Age/Condition	Effective age; physical condition.
Economic Characteristics	Non-stabilized occupancy, above/below market rents, and other economic factors. Excludes differences in rent levels that are already considered in previous adjustments, such as for location or quality

The following table summarizes the adjustments we make to each sale.

Improved Sales Adjustment Grid

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Property Name	Novi Ice Arena	A2Ice3 (Ann Arbor Ice Cube)	Ice Arena	Viking Arena	Biggby Coffee Ice Cube- Brighton	Mt Clemens Arena
Address	42400 Nick Lidstrom Dr.	2121 Oak Valley Dr	2810 Hannah	1555 E. Woodward Heights Blvd.	10540 Citation Dr.	300 N. Groesbeck Hwy.
City	Novi	Pittsfield Township (Ann Arbor)	East Lansing (Meridian Twp)	Hazel Park	Brighton	Mount Clemens
County	Oakland	Washtenaw	Ingham	Oakland	Livingston	Macomb
State	Michigan	MI	MI	MI	MI	MI
Sale Date		Dec-22	May-23	Jun-23	Feb-24	Jan-25
Sale Status		Closed	Closed	Closed	Closed	Closed
Conditions of Sale Adjustment		–	–	–	–	–
Other Adjustment		–	–	–	–	–
Description of Adjustment		Personalty, GC				
Effective Sale Price		$8,375,000	$7,500,000	$2,900,000	$8,000,000	$4,000,000
Gross Building Area	76,707	121,406	89,821	70,682	99,850	62,916
Rentable Area	76,707	121,406	89,821	70,682	99,850	62,916
Year Built	1998	1995	1998	1999	1999	1994
FAR	0.25	0.19	0.25	0.32	0.37	0.08
Number of Rinks	2	3	2	2	3	2
Database ID		2984663	3019614	3328752	3230921	3328656
Price per SF of Gross Building Area		**$68.98**	**$83.50**	**$41.03**	**$80.12**	**$63.58**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–
Financing Terms		All cash	All cash	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–
Conditions of Sale		Not listed	Not listed	Not listed	Not listed	Distressed Seller
% Adjustment		5%	5%	5%	5%	10%
Market Conditions	8/15/2025	Dec-22	May-23	Jun-23	Feb-24	Jan-25
Annual % Adjustment	2%	5%	5%	4%	3%	1%
Cumulative Adjusted Price		**$76.05**	**$92.06**	**$44.80**	**$86.65**	**$70.63**
Location		–	–	–	–	–
Access/Exposure		-5%	-5%	-5%	–	-5%
Size		5%	–	–	5%	–
Parking/FAR		–	–	–	–	–
Age/Condition		–	–	15%	–	5%
Economic Characteristics (Market Competition)		-10%	-10%	–	-5%	–
Net $ Adjustment		-$7.61	-$13.81	$4.48	$0.00	$0.00
Net % Adjustment		-10%	-15%	10%	0%	0%
Final Adjusted Price		**$68.45**	**$78.25**	**$49.28**	**$86.65**	**$70.63**
Overall Adjustment		-1%	-6%	20%	8%	11%

Range of Adjusted Prices	**$49.28 - $86.65**
Average	**$70.65**
Indicated Value	**$65.00**

Value Indication

Prior to adjustment, the sales reflect a range of $41.03 - $83.50 per square foot. After adjustment, the range is narrowed to $49.28 - $86.65 per square foot, with an average of $70.65 per square foot.

Sales No. 2, 3 and 5 represent purchases of ice arenas by a single national buyer, Black Bear Sports Group, and none were listed for sale on the open market; as such, adjustments are made for conditions of sale. Further, No. 5, the Mt. Clemens arena had deferred maintenance, and the City wanted to get out from under the facility; the actual land area is not yet available to the public, as the land area cited included additional facilities the City retained; as such no adjustment was made for the indicated excess land. Sale No. 3 is the Viking Arena in Hazel Park, also in Oakland County, which also had some deferred maintenance.

It is noted that adjustments were made to some of the sales to account for their respective market position, attributable to a lack of competition, although in a viable market.

Our value conclusion is as follows:

Value Indication by Sales Comparison	
Indicated Value per SF	$65.00
Subject Square Feet	76,707
Indicated Value	$4,985,955
Rounded	$5,000,000

Income Capitalization Approach

The income capitalization approach converts anticipated economic benefits of owning real property into a value estimate through capitalization. The steps taken to apply the income capitalization approach are:

- Analyze the revenue potential of the property.
- Consider appropriate allowances for vacancy, collection loss, and operating expenses.
- Calculate net operating income by deducting vacancy, collection loss, and operating expenses from potential income.
- Apply the most appropriate capitalization method to convert anticipated net income to an indication of value.

The two most common capitalization methods are direct capitalization and discounted cash flow analysis. In direct capitalization, a single year's expected income is divided by an appropriate capitalization rate to arrive at a value indication. In discounted cash flow analysis, anticipated future net income streams and a future resale value are discounted to a present value at an appropriate yield rate.

As the subject is currently investor owned and the most probable purchaser is another investor, we test market rates, and project historical income as the basis of our projection and apply only the direct capitalization method. Our valuation assumes stabilized occupancy without a deduction for stabilization costs.

Following is a summary of the subject historical income production, by category, which are based on the 2023-2025 period.

Ice Rental/Hockey Income

This income source is attributable to a variety of factors, particularly considering the age and condition of the property, its location and proximity to a higher median income population, coupled with the success of arenas in the immediate market area, which influences overall demand, hence, hourly/participation rates.

As the income and expense reports indicate, roughly 65% of the revenue is derived from hockey ice rental and player fees, which are the primary sources of income from individual, and contract (albeit seasonal/periodic), clients. Ice sales (including hockey leagues and seasonal rental contracts) is the primary source of income for the subject, as it is for nearly all rinks.

Ice Rental/Hockey Income was growing from approximately $1.15MM in 2023 then to $1.25MM for 2024 and 2025. As such, $1,300,000 is projected for this source, allowing for some upside for the coming year.

Figure Skating Income

This is the second largest source of revenue for the subject's enterprise operation, and includes revenue from the various skating programs within the subject, including special events, freestyle figure skating, ice dancing, and the Learn to Skate program. Some of these events often use non-prime ice, which is the most difficult to sell.

This source of income has been increasing, indicating roughly $550K to $600K from 2023-25. Our projection is $600,000, which is similar to the prior levels.

Concession Income

Concession income has been analyzed net of its cost of goods sold, and has seen recent increases, from roughly $5K in 2023, to $20K in 2024, and $40K in 2025. Our projection is $40,000, which is similar to the recent year level.

Miscellaneous Income

This category includes public skating and skate rentals, the pro shop, drop In hockey, room rentals, and advertising.

Program income has been increasing from roughly $90K in 2023, to $160K in 2024, and $180K in 2025. Our projection is $180,000, which is similar to the recent year level.

Cost of Goods Sold

The Cost of Goods sold has been decreasing, from approximately $180K in 2023, to $170K in 2024 and again to $140K in 2025, primarily attributable to costs of operating hockey leagues; the current projection is $150,000, between the 2024 and 2025 levels.

Vacancy & Credit Loss:
As the income projection is based on historical revenue, no vacancy or credit loss is applied.

Effective Gross Income/Gross Profit

The total effective gross income for the subject was approximately $1.6MM for 2023, increasing to $1.85MM in 2024, and again to $1.9MM for 2025. As such, our total projection of $1,970,000 is deemed reasonable, and is slightly above the amount indicated for 2025 at the subject.

Operating Expenses

To develop projections of stabilized operating expenses, we analyze the subject's expenses, comparable data, and industry benchmarks. The following table summarizes our analysis. As appropriate, the owner's operating expenses are reclassified into standard categories and exclude items that do not reflect normal operating expenses for this type of property.

Operating History and Projections

	Actual 2023	Actual 2024	Actual 2025	IRR Projection
Income				
Hockey	$1,140,936	$1,254,047	$1,249,839	$1,300,000
Figure Skating/Learn to Skate	544,738	583,865	565,232	600,000
Misc	87,863	168,027	179,525	180,000
Concession (Net of COGS)	4,918	18,694	42,229	40,000
Program COGS	-179,597	-166,193	-136,356	-150,000
Effective Gross Income	$1,598,857	$1,858,439	$1,900,469	$1,970,000
Expenses				
Property Taxes	$0	$0	$0	$90,684
Insurance	12,867	13,412	14,135	15,000
Utilities	248,357	251,634	231,342	240,000
Repairs/Maintenance	263,709	262,922	220,790	260,000
Payroll/Benefits	719,663	847,643	891,977	900,000
General/Administrative	104,186	138,705	131,835	140,000
Management Fee	122,376	142,128	121,330	0
Total Expenses	$1,471,157	$1,656,444	$1,611,408	$1,645,684
Net Operating Income	**$127,700**	**$201,996**	**$289,061**	**$324,316**
Operating Expense Ratio	92.0%	89.1%	84.8%	83.5%

* Historical income is the actual income that has been collected by the property owner. The annualized amount for 2021 incorporates reduced income for the first quarter due to the pandemic.

Unit expense data for the subject, comparable properties, and industry benchmarks are summarized in the following tables.

Expense Analysis per Square Foot

	Comp Data*			Subject			
	Comp 1	Comp 2	Comp 3	Historical and Projected Expenses			
Year Built	1999	2005	1972; renov 1998	1998			
SF	115,996	70,239	65,631	76,707			
Prevailing Lease Type	–	–	–	Full Service			
Operating Data Type	–	–	–	Actual	Actual	Actual	
Year	2024	2024	2024	2023	2024	2025	IRR Projection
Property Taxes	$1.42	$1.01	$0.77	$0.00	$0.00	$0.00	$1.18
Insurance	$0.26	$0.24	$0.25	$0.17	$0.17	$0.18	$0.20
Utilities	$3.11	$2.25	$2.96	$3.24	$3.28	$3.02	$3.13
Repairs/Maintenance	$0.68	$0.84	$1.31	$3.44	$3.43	$2.88	$3.39
Payroll/Benefits	$4.95	$5.87	$7.72	$9.38	$11.05	$11.63	$11.73
General/Administrative	$1.06	$1.60	$1.69	$1.36	$1.81	$1.72	$1.83
Total	$11.47	$11.81	$14.70	$19.18	$21.59	$21.01	$21.45
Operating Expense Ratio	58.3%	64.1%	45.4%	92.0%	89.1%	84.8%	83.5%

Expense Analysis % EGI

	Comp 1	Comp 2	Comp 3	Subject			
Year Built	1999	2005	1972; renov	1998			
Operating Data Type	–	–	–	Actual	Actual	Actual	IRR Projection
Year	2024	2024	2024	2023	2024	2025	
Property Taxes	7.2%	5.5%	2.4%	0.0%	0.0%	0.0%	4.6%
Insurance	1.3%	1.3%	0.8%	0.8%	0.7%	0.7%	0.8%
Utilities	15.8%	12.2%	9.1%	15.5%	13.5%	12.2%	12.2%
Repairs/Maintenance	3.5%	4.5%	4.0%	16.5%	14.1%	11.6%	13.2%
Payroll/Benefits	25.1%	31.8%	23.8%	45.0%	45.6%	46.9%	45.7%
General/Administrative	5.4%	8.7%	5.2%	6.5%	7.5%	6.9%	7.1%
Management Fee	0.0%	0.0%	0.0%	7.7%	7.6%	6.4%	0.0%
Total	58.3%	64.1%	45.4%	92.0%	89.1%	84.8%	83.5%

Operating Expense Analysis by Category

Discussions of our operating expense projections are presented in the following paragraphs.

Real Estate Taxes

This expense category includes all local, county, and state property tax levies. As the valuation of the subject entails an enterprise valuation, personal property taxes are also included. It is noted that the proprietary cap value is the basis of the indicated expense for some of the comparable data, comparable data is less reliable.

Property Taxes Expense

	Comp 1	Comp 2	Comp 3	Actual	Actual	Actual	IRR
	2024	2024	2024	2023	2024	2025	Projection
Total	–	–	–	$0	$0	$0	$90,684
% of EGI	7.2%	5.5%	2.4%	–	–	–	4.6%
$/SF	$1.42	$1.01	$0.77	–	–	–	$1.18

As the subject is not taxed, a tax capitalization analysis is utilized wherein the net operating income is projected without taxes. The base capitalization rate concluded in the following section is then loaded (added to) with the local tax rate; the mil rate is converted to a percentage, then divided by 2, as Michigan taxes at 50% of assessed value. This is a common practice utilized in property tax appeals in Michigan.

The NOI without taxes is then capitalized by the loaded capitalization rate, resulting indicated tax amount appears in the projection; the tax indication is within the range of comparable data.

9.50%	Base Cap Rate
2.65637%	Mil Rate as %/2
12.15637%	Tax Cap Rate
$415,000	NOI w/o Taxes
$3,413,848	Indicated Value
$90,684	Indicated Taxes
$1.18	Per SF
4.60%	of Projected EGI

Insurance

Insurance expense includes property and casualty insurance for the subject. Our projection is above the subject's historical expenses, similar to the comparable data, as the historical level for the subject likely reflects a bulk rate.

Insurance Expense

	Comp 1 2024	Comp 2 2024	Comp 3 2024	Actual 2023	Actual 2024	Actual 2025	IRR Projection
Total	–	–	–	$12,867	$13,412	$14,135	$15,000
% of EGI	1.3%	1.3%	0.8%	0.8%	0.7%	0.9%	0.8%
$/SF	$0.26	$0.24	$0.25	$0.17	$0.17	$0.18	$0.20

Utilities

Utility charges include water, sewer, gas, and electricity expenses, all of which are centrally metered and billed to the owner. Electricity typically comprises one of the largest expenses for an ice arena, and the portion necessary for refrigeration is somewhat of a fixed expense. A prior conversation with DTE on electric charges, in a general sense, revealed that the reason for limited changes that is that total charges reflect both consumption, and grid capacity burden charges, which are based on the maximum consumption to an account; infrastructure billings were reported to typically approximate half the billing charges.

Our utilities projection is similar to the subject's historical expenses, similar to the comparable data unit rates and the % of total income range.

Utilities Expense	Comp 1 2024	Comp 2 2024	Comp 3 2024	Actual 2023	Actual 2024	Actual 2025	IRR Projection
Total	–	–	–	$248,357	$251,634	$231,342	$240,000
% of EGI	15.8%	12.2%	9.1%	15.5%	13.5%	14.5%	12.2%
$/SF	$3.11	$2.25	$2.96	$3.24	$3.28	$3.02	$3.13

Repairs/Maintenance

Repairs and maintenance includes expenditures to repair and maintain mechanical systems and structural components, encompassing payroll and contract costs, as appropriate. Also included are grounds maintenance, trash removal, and security expenses, if applicable. Excluded are alterations and major replacements, which are considered capital costs rather than periodic expenses, however, may appear as expenses. Our projection is similar to the subject's expenses for 2022-2023, and above the range of the comparable data, but below the 2024 level.

Repairs/Maintenance Expense	Comp 1 2024	Comp 2 2024	Comp 3 2024	Actual 2023	Actual 2024	Actual 2025	IRR Projection
Total	–	–	–	$263,709	$262,922	$220,790	$260,000
% of EGI	3.5%	4.5%	4.0%	16.5%	14.1%	13.8%	13.2%
$/SF	$0.68	$0.84	$1.31	$3.44	$3.43	$2.88	$3.39

Payroll/Benefits

Payroll and benefits expenses pertain to onsite personnel including managers, general public (front of house) rink employees, Zamboni drivers, figure skating instructors, and clerical staff.

According to the International Skating Institute (ISI). staffing and utilities are the two highest costs of operating an ice arena. The percentage of payroll to revenue varies depending on whether the arena:

- Operates the concessions and pro shop
- Pays hockey coaches and/or referees for arena-run programs
- Pays skating instructors as employees rather than independent contractors

Seasonal revenue fluctuations will significantly affect payroll percentages, but the average annual payroll expenditure - without any of the above-mentioned responsibilities - should be 30-33 percent of revenue. With some or all of the above-referenced payroll obligations, the average may increase to 35-38 percent.

This category consists all payroll costs, including base wages, benefits, and labor burden costs such as health insurance, FICA match, etc. As noted by the comparables, it is typically the largest expense category.

It is noted that the historic amounts include an additional charge back by the management firm, which accounts for administration costs that would be experienced above the level charged, for elements such as graphic design, publicity, and the other miscellaneous items that the management firm

provided over and above the actual wages incurred. The higher wage projection is made in lieu of additional administrative charges.

Payroll/Benefits Expense	Comp 1 2024	Comp 2 2024	Comp 3 2024	Actual 2023	Actual 2024	Actual 2025	IRR Projection
Total	–	–	–	$719,663	$847,643	$891,977	$900,000
% of EGI	25.1%	31.8%	23.8%	45.0%	45.6%	55.8%	45.7%
$/SF	$4.95	$5.87	$7.72	$9.38	$11.05	$11.63	$11.73

Our projection is consistent with the subject's recent expense for 2025, although well above the comparable data, recognizing the higher staffing need correlating with higher revenue levels, due to program expansion.

Further, it is again noted that there is an additional charge for miscellaneous administrative costs that would otherwise be applicable.

General/Administrative

General and administrative expenses consist of legal, accounting and other professional fees, office operational costs, license fees, and business taxes. Our projection is consistent with the subject's recent expense, which is similar to comparable data.

General/Administrative Expense	Comp 1 2024	Comp 2 2024	Comp 3 2024	Actual 2023	Actual 2024	Actual 2025	IRR Projection
Total	–	–	–	$104,186	$138,705	$131,835	$140,000
% of EGI	5.4%	8.7%	5.2%	6.5%	7.5%	8.2%	7.1%
$/SF	$1.06	$1.60	$1.69	$1.36	$1.81	$1.72	$1.83

Management

Management fees for properties of this type are typically not incorporated, as both the general manager's and assistant manager's salary are included in payroll costs. As indicated previously, the comparables do not include a line item for a management fee, but rather, the managers wages are incorporated in payroll costs.

Management Fee Expense	Comp 1 2024	Comp 2 2024	Comp 3 2024	Actual 2023	Actual 2024	Actual 2025	IRR Projection
Total	–	–	–	$122,376	$142,128	$121,330	$0
% of EGI	–	–	–	7.7%	7.6%	7.6%	–
$/SF	–	–	–	$1.60	$1.85	$1.58	–

It is noted that the subject has incurred a management fee, this is not a normal expense, as the typical privately owner rink is internally managed. As such, no management fee is incorporated in the projection.

Total Operating Expenses

Total operating expenses are projected at $1,645,684 overall, or $21.45 per square foot and 83.5% of EGI. These figures are above the total operating expenses at comparable properties, further noting that the management fee is excluded, and an appropriate tax burden is incorporated.

Net Operating Income

The projection of $324,316 is between the 2024 and 2025 levels, again considering that there was a management fee, but no tax burden. As such, the overall projection is considered reasonable; this factor is considered in the selection of the capitalization rate.

Capitalization Rate Selection

A capitalization rate is used to convert net income into an indication of value. Selection of an appropriate capitalization rate considers the future income pattern of the property and investment risk associated with ownership. We consider the following data in selecting a capitalization rate for the subject.

Capitalization Rate Comparables

No.	Property Name	State	Year Built	Sale Date	Cap Rate
1	Ice Arena	MI	1998	5/1/2023	8.76%
2	Beacon Hill & Brentwood Golf Clubs	MI	1995,	8/18/2023	11.52%
3	Bristol Oaks Golf Club	WI	1930	1/30/2025	12.00%
4	Prairie View Golf Club	IN	1996	2/1/2025	10.94%
5	Woodmont Golf & Country Club	GA	1999	4/11/2022	9.79%
6	Mark's Par Three Golf Course	IN	1963	6/30/2022	9.70%
	Average (Mean) Cap Rate:				10.45%

All the comparables represent sales of recreational facilities. No. 1, a skating rink in Michigan indicated 8.76%. No. 2 is a golf course in Michigan that indicated 11.52% . The golf courses tend to be in the upper end of the range, which is somewhat counterintuitive, as they generally have less improvements. The range is relatively wide, ranging from 8.76% for the skating rink, to 12.00% ; all the comparables except No. 5 are in the Midwest.

Following is a cap rate survey for Public Daily Fee Golf Courses, which are considered somewhat similar to skating rinks, as they represent recreational facilities that are a product of discretionary spending, although golf courses are somewhat riskier, as they are not as contract oriented as ice arenas, and dependent on weather:

Golf Courses & Country Clubs: Public Daily Fee Courses

Item	Input					OAR
Minimum						
Spread Over 10-Year Treasury	1.32%	DCR Technique	1.31	0.083362	0.65	7.11
Debt Coverage Ratio	1.31	Band of Investment Technique				
Interest Rate	5.62%	Mortgage	65%	0.083362	0.054185	
Amortization	20	Equity	35%	0.093480	0.032718	
Mortgage Constant	0.083362	OAR				8.69
Loan-to-Value Ratio	65%	Surveyed Rates				8.17
Equity Dividend Rate	9.35%					
Maximum						
Spread Over 10-Year Treasury	9.34%	DCR Technique	1.80	0.156917	0.50	14.12
Debt Coverage Ratio	1.80	Band of Investment Technique				
Interest Rate	13.64%	Mortgage	50%	0.156917	0.078459	
Amortization	15	Equity	50%	0.210890	0.105445	
Mortgage Constant	0.156917	OAR				18.39
Loan-to-Value Ratio	50%	Surveyed Rates				17.29
Equity Dividend Rate	21.09%					
Average						
Spread Over 10-Year Treasury	5.33%	DCR Technique	1.46	0.118399	0.58	9.91
Debt Coverage Ratio	1.46	Band of Investment Technique				
Interest Rate	9.63%	Mortgage	58%	0.118399	0.068079	
Amortization	18	Equity	43%	0.146315	0.062184	
Mortgage Constant	0.118399	OAR				13.03
Loan-to-Value Ratio	58%	Surveyed Rates				11.99
Equity Dividend Rate	14.63%					

*1st Quarter 2025 Data

Realty Rates Investor Survey 2025 Q2

Band of Investment Method					
Lender Survey					
Source	Date	LTV	Amort. (Years)		Interest Rate
Realty Rates (Average), Golf Courses	Q2 2025	67%	23		9.26%
Mortgage/Equity Assumptions					
Loan To Value Ratio	65%				
Interest Rate	7.50%				
Amortization (Years)	25				
Mortgage Constant	0.0887				
Equity Ratio	35%				
Equity Dividend Rate	12.00%				
Weighted Average of Mortgage and Equity Requirements					
Mortgage Requirement	65%	x	8.87%	=	5.76%
Equity Requirement	35%	x	12.00%	=	4.20%
Indicated Capitalization Rate					**9.96%**
Rounded					**10.00%**

Based on an analysis of the preceding data, a going-in capitalization rate for the subject is indicated within a range of 10.0% to 11.0%. To reach a capitalization rate conclusion, we consider each of the following investment risk factors to gauge its impact on the rate. The direction of each arrow in the following table indicates our judgment of an upward, downward, or neutral influence of each factor.

Risk Factor	Issues	Impact on Rate
Patron Appeal	Notoriety, facility success, curb appeal, consistency of income stream (relates to overall existing enterprise).	↓
Competitive Market Position	Construction quality, appeal, condition, effective age, functional utility, upside potential for additional income.	↓
Location	Market area demographics and life cycle trends; proximity issues; access and support services.	↔
Market	Vacancy rates and trends; rental rate trends; supply and demand.	↔
Highest & Best Use	Upside potential from redevelopment, adaptation, expansion.	↔
Overall Impact		↓

- The subject is located in Novi, a market that had suffered less than other markets due to the down economy, the risk is lower than indicated in past years, again as evidenced by the slight decline in USA Hockey enrollments in Michigan, hence, the current player/team utilization.
- The population continues to grow in in the market area, adding to the potential client base.
- The income is projected at a level between that for 2024 and 2025, and expenses similar to the recent indications (due to the exclusion of the historic management fee, and inclusion of property taxes), reducing the risk in attaining the projected net income.
- There is the potential for upside income, as the subject prime ice rate of $340 per hour is below some of the other privately operated rinks in the market area.
- The subject represents a contemporary arena, and is one of the newest in the market area.
- The cost of funds has recently increased over prior year levels.

Therefore, we conclude an enterprise capitalization rate as follows:

Capitalization Rate Conclusion	
Going-In Capitalization Rate	9.50%

Direct Capitalization Analysis

Net operating income is divided by the concluded capitalization rate to arrive at a value indication by the income capitalization approach as follows:

Direct Capitalization Analysis

	SF	% EGI	Annual	$/SF Bldg.
Income				
Base Rent	76,707			
Hockey		66.0%	$1,300,000	$16.95
Figure Skating/Learn to Skate		30.5%	$600,000	$7.82
Misc		9.1%	$180,000	$2.35
Concession (Net of COGS)		2.0%	$40,000	$0.52
Program COGS		-7.6%	-$150,000	-$1.96
Effective Gross Income		100.0%	$1,970,000	$25.68
Expenses				
Property Taxes		4.6%	$90,684	$1.18
Insurance		0.8%	$15,000	$0.20
Utilities		12.2%	$240,000	$3.13
Repairs/Maintenance		13.2%	$260,000	$3.39
Payroll/Benefits		45.7%	$900,000	$11.73
General/Administrative		7.1%	$140,000	$1.83
Total Expenses		83.5%	$1,645,684	$21.45
Net Operating Income			**$324,316**	**$4.23**
Capitalization Rate			9.50%	
Indicated Value			$3,413,848	
Rounded			**$3,400,000**	**$44.32**

Reconciliation and Conclusion of Value

The values indicated by our analyses are as follows.

Summary of Value Indications		Per SF
Cost Approach	Not Used	
Sales Comparison Approach	$5,000,000	$65.18
Income Capitalization Approach	$3,400,000	$44.32
Reconciled	$3,600,000	$46.93

The income capitalization approach is given the greatest weight because it is the most reliable valuation method for the subject. The sales comparison approach is given less weight because it does not directly consider the income characteristics of the property. The cost approach is not applicable to the subject and is not used. Accordingly, our value opinion follows.

Value Conclusion			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Going Concern Value	Fee Simple	August 15, 2025	$3,600,000

The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from our estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, our opinions and forecasts are based partly on data obtained from interviews and third party sources, which are not always completely reliable. Although we are of the opinion that our findings are reasonable based on available evidence, we are not responsible for the effects of future occurrences that cannot be reasonably foreseen at this time.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Based on the concluded market values stated previously, it is our opinion that the probable exposure time is 12 months.

Marketing Period

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. We estimate the subject's marketing period at 12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. H. William Hansen, Jr., MAI, made a personal inspection of the property that is the subject of this report. Anthony Sanna, MAI, CRE, has not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, H. William Hansen, Jr., MAI and Anthony Sanna, MAI, CRE have completed the continuing education program for Designated Members of the Appraisal Institute.

15. Appraisers in Michigan are required to be licensed by the Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, MI 48909.



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Anthony Sanna, MAI, CRE
Certified General Real Estate Appraiser
Michigan Certificate # 1205001360
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Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.

6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Detroit, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. Integra Realty Resources – Detroit is not a building or environmental inspector. Integra Detroit does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – Detroit, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

Addendum A

Appraiser Qualifications

H. William Hansen, Jr., MAI

Experience

A Senior Director of Integra Dean Appraisal – Detroit (formerly Dean Appraisal). Duties consist of preparing commercial real estate appraisals and market analyses. Employed as a full time commercial real estate appraiser since 1987.

Valuations have been performed on various properties including, but not limited to, marinas and marine terminals, schools, funeral homes, truck terminals and repair garages, parking garages, industrial buildings, office buildings, shopping centers, restaurants, apartments, subdivisions, condominiums, mini-storage facilities, cemeteries, casino, concrete batch plant, hotels, automobile factories, billboards, cellular tower, campgrounds, mixed used facilities, vacant land and various other commercial and industrial facilities.

Valuations have been performed for condemnation purposes, estates, financing, equity participation, litigation, ad valorem, and due diligence support. Valuations have been done on proposed, partially completed, renovated and existing structures.

Additional experience includes over ten years in construction and property management.

Professional Activities & Affiliations

MAI Designation, Appraisal Institute Appraisal Institute

Licenses

Michigan, Certified General Real Estate Appraiser, 1205001420, Expires July 2027

Education

Bachelor of Science, Management (Real Estate emphasis), Metropolitan State College, Denver, Colorado, 1983. Associate of Arts, Accounting, Oakland Community College Farmington Hills, Michigan, 1981.

Successfully completed numerous real estate related courses sponsored by the Appraisal Institute, including Courses 530, Advance Sales Comparison and Cost Approaches; 2-2, Report Writing; 2-1, Case Studies in Real Estate Valuation; 1B- A &B, Capitalization Theory Parts A & B; SPP, Standards of Professional Practice A, B & C; 1A-2, Basic Valuation Procedures; 1A-1, Real Estate Appraisal Principles

Appraisal Institute sponsored seminars include Highest & Best Use Applications, Analyzing Operating Expenses, Appraising Troubled Properties, Report Writing, Retail Properties, Separating Real and Personal Property from Intangible Business Assets, Special Purpose Properties

Other Real Estate Courses include Commercial & Investment Real Estate, Real Estate Law, Real Estate Finance, Principles of Real Estate, Broker's Preparation Course, Project Training Seminar, Argus Training Seminar, HUD Valuation Seminar.



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GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
CERTIFIED GENERAL REAL ESTATE APPRAISER LICENSE

H WILLIAM HANSEN, JR

LICENSE NO.
1205001420

EXPIRATION DATE
07/31/2027

25196120711

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Anthony Sanna, MAI, CRE

Experience

Mr. Sanna, Executive Director, has actively counseled and advised clients on issues relating to the sale, leasing, valuation, management, and development of commercial real estate assets since 1989. Mr. Sanna served as the Managing Director of IRR Detroit from 2003-2018.

He has a diversified background in real estate with primary emphasis in the areas of valuation for investment property, institutional assets, portfolio asset management and complex real estate issues. Conversely, Mr. Sanna continually manages a re-occurring volume of traditional mortgage loan appraisal work on all varieties of properties, large and small, focusing on core real estate assets including hotel, office, industrial, retail, and multifamily properties.

Mr. Sanna has extensive consulting and valuation experience relating to corporate and private clients on an array of issues pertaining to estate and property trust matters, partnership disputes, air rights, partial and fractional interests, contract disputes, and mediation/arbitration disputes. Mr. Sanna's experience in these matters provides clients with a well-rounded framework for valuation and consulting solutions.

Professional Activities & Affiliations

MAI Designation, Appraisal Institute
CRE Designation, Counselors of Real Estate
Board of Director: Integra Realty Resources - 2005-2008; 2012-2017 and 2019-Current
Board of Director: Commercial Board of Real Estate - Michigan Chapter

Licenses

Michigan, Certified General Real Estate Appraiser, 1205001324, Expires July 2027

Education

Bachelor of Science (Business Administration) Wayne State University, Detroit, MI

Appraisal Institute Courses:
- Principals of Real Estate Appraisal
- Procedures of Real Estate Appraisal
- Uniform Standards of Professional Practice
- Basic Income Capitalization
- Advanced Income Capitalization
- Report Writing
- Advanced Applications/Case Studies

Qualified Before Courts & Administrative Bodies

Qualified expert witness before the Michigan Tax Tribunal, various Circuit Courts, planning boards, commissioner hearings and County Tax Boards.



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ANTHONY SANNA

LICENSE NO.
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EXPIRATION DATE
07/31/2027

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About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

Financials and Property Information

08/06/2025	REVENUE AND EXPENDITURE REPORT FOR CITY OF NOVI				
	Month Ended: June				
					Unaudited
		BALANCE	BALANCE	BALANCE	BALANCE
		AS OF	AS OF	AS OF	AS OF
GL NUMBER	DESCRIPTION	06/30/2022	06/30/2023	06/30/2024	06/30/2025
Fund 570 - ICE ARENA FUND					
Revenues					
Dept 000.00 - TREASURY					
Program revenue					
570-000.00-653.801	Youth hockey & ice rentals	705,729.75	810,029.16	922,464.73	992,504.90
570-000.00-653.802	Concession sales	37,736.05	23,222.38	49,640.41	86,661.30
570-000.00-653.805	Learn to skate	239,548.83	248,502.52	280,506.77	286,926.66
570-000.00-653.806	Public skating/open skate	39,575.00	36,910.00	72,345.00	87,855.70
570-000.00-653.807	Figure skating	146,416.23	168,056.84	174,478.33	153,586.10
570-000.00-653.809	Skate rental	28,184.66	26,010.71	29,443.39	30,699.99
570-000.00-653.816	Room rental	2,662.50	8,910.00	4,850.00	6,960.00
570-000.00-653.818	Rink advertising	4,404.17	5,200.00	5,440.58	5,237.39
570-000.00-653.821	Individual ice rentals	545.00	4,132.50	6,800.00	2,413.75
570-000.00-653.822	Leagues (adult) & tournaments	360,505.95	330,906.59	331,582.25	257,334.31
570-000.00-653.823	Drop-in	17,150.00	7,385.00	22,055.00	30,022.50
570-000.00-653.824	Ice Dancing	107,019.00	128,178.20	128,880.00	124,719.00
570-000.00-653.829	Vending machine revenue	79.50	1,683.00	1,738.00	1,836.00
Program revenue		1,689,556.64	1,799,126.90	2,030,224.46	2,066,757.60
Interest income					
570-000.00-665.000	Interest in investments	20,744.71	35,508.70	31,465.91	26,273.25
570-000.00-665.010	Interest - Pro Shop Lease	0.00	1,668.23	1,256.02	0.00
570-000.00-665.100	Interest - Cell tower leases	0.00	96,385.97	96,191.99	95,992.18
570-000.00-669.500	Gain (loss) on investments	(55,940.86)	(613.19)	19,232.60	11,785.44
Interest income		(35,196.15)	132,949.71	148,146.52	134,050.87
Other revenue					
570-000.00-675.000	Miscellaneous income	0.00	0.00	9,555.00	0.00
570-000.00-675.590	Pro shop lease	0.00	(2,368.23)	15,800.33	14,500.00
570-000.00-675.592	Cell tower revenue	117,166.82	23,194.53	25,371.19	34,159.05
Other revenue		117,166.82	20,826.30	50,726.52	48,659.05
Total Dept 000.00 - TREASURY		1,771,527.31	1,952,902.91	2,229,097.50	2,249,467.52
TOTAL REVENUES		1,771,527.31	1,952,902.91	2,229,097.50	2,249,467.52

Expenditures					
Dept 000.00 - TREASURY					
Supplies					
570-000.00-726.400	Supplies - Cash over/short	16.50	2.86	(16.50)	(16.03)
570-000.00-727.000	Office supplies	5,513.57	4,130.40	11,718.60	11,044.66
570-000.00-728.000	Postage	0.00	462.01	202.41	530.40
570-000.00-740.000	Operating supplies	8,915.16	14,075.08	15,087.77	6,941.97
570-000.00-741.000	Supplies - Uniforms	3,604.82	5,778.84	4,044.57	2,940.83
Supplies		18,050.05	24,449.19	31,036.85	21,441.83
Other services and charges					
570-000.00-802.000	Data processing	19,681.03	26,766.80	49,628.70	42,327.85
570-000.00-802.100	Bank Service Charges	36,749.97	37,489.82	38,334.65	37,815.39
570-000.00-802.590	Data Processing - Ice Arena	0.00	0.00	0.00	3,945.84
570-000.00-803.000	Independent audit	2,335.00	2,260.00	2,000.00	2,195.00
570-000.00-809.000	Memberships and dues	2,076.17	2,195.94	1,190.00	1,219.15
570-000.00-816.000	Professional services	7,924.62	12,148.68	12,467.94	12,660.77
570-000.00-816.700	Management contract fees	122,376.00	122,376.00	142,128.00	121,330.00
570-000.00-817.100	Management contract-Staff costs	602,522.09	719,663.02	847,643.20	891,976.82
570-000.00-820.000	Property & liability insurance	12,401.98	12,867.18	13,411.61	14,135.26
570-000.00-850.000	Internal technology	0.00	0.00	3,902.73	196.78
570-000.00-851.000	Telephone	7,754.31	7,994.27	6,040.57	7,925.21
570-000.00-880.220	Advertising	6,369.76	12,933.79	14,409.35	13,192.79
570-000.00-921.000	Heat	49,838.10	56,192.16	44,423.57	51,861.72
570-000.00-922.000	Electricity	165,808.43	179,900.21	190,874.23	165,877.14
570-000.00-923.000	Water and sewer	23,953.04	12,264.19	16,336.15	13,602.67
570-000.00-930.100	Service agreements	4,538.92	3,500.59	4,929.16	4,790.97
570-000.00-930.130	Zamboni maintenance	17,505.33	35,369.28	29,909.44	13,419.32
570-000.00-934.000	Building maintenance	89,529.25	182,945.99	187,161.43	176,623.90
570-000.00-936.300	Grounds maintenance	22,401.94	22,038.72	21,789.57	16,073.00
570-000.00-956.000	Conferences and workshops	4,385.45	6,228.55	7,576.23	5,016.22
570-000.00-968.000	Depreciation	309,882.57	309,799.29	324,247.97	0.00
Other services and charges		1,508,033.96	1,764,934.48	1,958,404.50	1,596,185.80
Program expenditures					
570-000.00-960.802	Concessions cost of goods sold	28,332.86	18,304.70	30,946.75	44,432.44
570-000.00-960.805	Program costs	14,111.34	21,152.89	18,021.93	17,804.23
570-000.00-960.822	Adult league	139,077.79	146,436.57	136,550.66	110,594.61
Program expenditures		181,521.99	185,894.16	185,519.34	172,831.28
Capital outlay					
570-000.00-976.002	Capital Outlay	0.00	0.00	0.00	11,150.00
570-000.00-976.142	Zamboni Purchase	0.00	0.00	0.00	109,411.75
570-000.00-976.174	Gutters	25,580.00	0.00	0.00	0.00
570-000.00-976.221	HVAC Replacement	0.00	0.00	0.00	561,569.50
Capital outlay		25,580.00	0.00	0.00	682,131.25
Debt service					
570-000.00-994.000	Interest expense	35,120.00	23,150.00	11,440.00	0.00
Debt service		35,120.00	23,150.00	11,440.00	0.00
Total Dept 000.00 - TREASURY		1,768,306.00	1,998,427.83	2,186,400.69	2,472,590.16
TOTAL EXPENDITURES		1,768,306.00	1,998,427.83	2,186,400.69	2,472,590.16

Parcel Number: 50-22-26-101-018 Jurisdiction: CITY OF NOVI County: OAKLAND Printed on 08/06/2025

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.

Property Address
42400 NICK LIDSTROM DR

Owner's Name/Address
CITY OF NOVI
45175 W TEN MILE
NOVI MI 48375

Tax Description
T1N, R8E, SEC 26 PART OF NW 1/4 BEG AT PT DIST N 86-27-27 E 1061.55 FT & S 02-47-25 E 1043.98 FT FROM NW SEC COR, TH N 86-27-27 E 80.24 FT, TH S 02-47-33 E 652.58 FT, TH ALG CURVE TO LEFT, RAD 250 FT, CHORD BEARS S 19-18-40 E 141.97 FT, DIST OF 143.95 FT, TH ALG CURVE TO RIGHT, RAD 280 FT, CHORD BEARS S 20-25-19 E 148.55 FT, DIST OF 150.35 FT, TH ALG CURVE TO LEFT, RAD 34 FT, CHORD BEARS S 30-16-27 E 29.02 FT, DIST OF 29.98 FT, TH ALG CURVE TO RIGHT, RAD 76 FT, CHORD BEARS S 29-17-48 E 67.20 FT, DIST OF



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Class: COMMERCIAL-IMPROV	Zoning: I-1
School: NOVI COMMUNITY SCHOOLS	
P.R.E. 0%	
MAP #:	
2026 Est TCV Tentative	

Building Permit(s)	Date	Number	Status
Com Alteration	02/05/2025	PBC25-0004	CLOSED
MISCELLANEOUS	08/19/2016	C16-0076	CLOSED
MISCELLANEOUS	09/15/2011	K11-0616	CLOSED
NEW CONST	09/17/2001	J010803	CLOSED

X Improved | Vacant

Public Improvements

	Dirt Road
	Gravel Road
X	Paved Road
X	Storm Sewer
	Sidewalk
X	Water
X	Sewer
X	Electric
X	Gas
	Curb
	Street Lights
	Standard Utilities
	Underground Utils.

Topography of Site

X	Level
	Rolling
	Low
	High
X	Landscaped
	Swamp
	Wooded
	Pond
	Waterfront
	Ravine
	Wetland
	Flood Plain

Who	When	What
CW	08/01/2025	INSPECTED
CW	06/30/2025	INSPECTED

Land Value Estimates for Land Table 30100.INDUSTRIAL LAND

* Factors *

Description	Frontage	Depth	Front Depth	Rate	%Adj.	Reason	Value
INDUSTRIAL	INDUSTRIAL	353165 SqFt		3.75000	100		[redacted]
INDUSTRIAL	INDUSTRIAL	301100 SqFt		3.75000	80	Inf. Access / ~105,200 sf re	
		15.02 Total Acres				Total Est. Land Value =	[redacted]

Land Improvement Cost Estimates

Description	Rate	Size	% Good	Cash Value
D/W/P: Asphalt Paving	[redacted]	107296	73	[redacted]
D/W/P: 3.5 Concrete	[redacted]	10561	73	[redacted]
Total Estimated Land Improvements True Cash Value =				[redacted]

Work Description for Permit PBC25-0004, Issued 02/05/2025: AT & T antenna upgrade on existing cell tower
Work Description for Permit K11-0616, Issued 09/15/2011: REPLACE 3 EXISTING ANTENNAS AND RELATED EQUIPMENT ON EXISTING CELL TOWER BEHIND ICE ARENA
Work Description for Permit J010803, Issued 09/17/2001: CONCRETE SLAB FOR AT&T EQUIPMENT CABINETS & ANTENNAE ON EXISTING SPRINT ANTENNA AT THE NOVI ICE ARENA
Work Description for Permit J001079, Issued 07/19/2001: WIRELESS TOWER & CABINETS ON PLATFORM AT THE NOVI ICE ARENA. 150' TOWER WITH A 5' MAST. TOTAL HEIGHT IS 155': ORDINANCE VIOLATION.
Work Description for Permit J971264, Issued 11/05/1997: ICE ARENA - STEEL FRAME ONLY
Work Description for Permit J971096, Issued 09/25/1997: ICE ARENA - NEW BUILDING

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2026	EXEMPT	EXEMPT	EXEMPT			EXEMPT
2025	EXEMPT	EXEMPT	EXEMPT			EXEMPT
2024	0	0	0			0
2023	0	0	0			0

*** Information herein deemed reliable but not guaranteed***

Commercial/Industrial Building/Section 1 of 1 Parcel Number: 50-22-26-101-018 Printed on 08/06/2025

Desc. of Bldg/Section: Novi Ice Arena
Calculator Occupancy: Skating Rinks - Ice

Class: C
Floor Area: 76,707
Gross Bldg Area: 76,707
Stories Above Grd: 2
Average Sty Hght : 20
Bsmnt Wall Hght

Depr. Table : 2%
Effective Age : 27
Physical %Good: 58
Func. %Good : 100
Economic %Good: 100

1998 Year Built
Remodeled

Overall Bldg Height

Comments:

Construction Cost

High	Above Ave.	Ave.	X	Low

** ** Calculator Cost Data ** **
Quality: Average
Heat#1: Package Heating & Cooling 42%
Heat#2: Package Heating & Cooling 58%
Ave. SqFt/Story: 38354
Ave. Perimeter: 1000
Has Elevators: X

*** Basement Info ***
Area:
Perimeter:
Type:
Heat:

* Mezzanine Info *
Area #1:
Type #1:
Area #2:
Type #2:

* Sprinkler Info *
Area: 76707
Type: Average

<<<<< Calculator Cost Computations >>>>>
Class: C Quality: Average
Stories: 2 Story Height: 20 Perimeter: 1000

Base Rate for Upper Floors = [redacted]

(10) Heating system: Package Heating & Cooling Cost/SqFt: [redacted] 42%
(10) Heating system: Package Heating & Cooling Cost/SqFt: [redacted] 58%
Combined Heating System adjustment: [redacted] 100%
Adjusted Square Foot Cost for Upper Floors = [redacted]

Total Floor Area: 76,707 Base Cost New of Upper Floors = [redacted]

76,707 Sq.Ft. of Sprinklers @ [redacted] Cost New = [redacted]

Reproduction/Replacement Cost = [redacted]
Eff.Age:27 Phy.%Good/Abnr.Phy./Func./Econ./Overall %Good: 58 /100/100/100/58.0
Total Depreciated Cost = [redacted]

Unit in Place Items	Rate	Quantity	Arch	%Good	Depr.Cost
/CI8/ELEE/PASES/SMAE/SMAOAAEA	[redacted]	1	1.00	73	[redacted]

ECF (WAREHOUSE) [redacted] => TCV of Bldg: 1 = [redacted]
Replacement Cost/Floor Area= [redacted] Est. TCV/Floor Area= [redacted]

(1) Excavation/Site Prep:

(2) Foundation: Footings

X Poured Conc	Brick/Stone	Block

(3) Frame:

(4) Floor Structure:

(5) Floor Cover:

(6) Ceiling:

(7) Interior:

(8) Plumbing:

Many Above Ave.	Average Typical	Few None

Total Fixtures	Urinals
3-Piece Baths	Wash Bowls
2-Piece Baths	Water Heaters
Shower Stalls	Wash Fountains
Toilets	Water Softeners

(9) Sprinklers:

(10) Heating and Cooling:

Gas Oil	Coal Stoker	Hand Fired Boiler

(11) Electric and Lighting:

Outlets:	Fixtures:
Few	Few
Average	Average
Many	Many
Unfinished	Unfinished
Typical	Typical
Flex Conduit	Incandescent
Rigid Conduit	Fluorescent
Armored Cable	Mercury
Non-Metalic	Sodium Vapor
Bus Duct	Transformer

(13) Roof Structure: Slope=0

(14) Roof Cover:

(39) Miscellaneous:

(40) Exterior Wall:

Thickness	Bsmnt Insul.

*** Information herein deemed reliable but not guaranteed***

Addendum C

Comparable Data

Improved Sales

Special Purpose Sale Profile

Sale No. 1

Location & Property Identification



Property Name:	A2Ice3 (Ann Arbor Ice Cube)
Sub-Property Type:	Sport & Entertainment, Skating Rink
Address:	2121 Oak Valley Dr
City/State/Zip:	Pittsfield Township (Ann Arbor), MI 48103-8901
County:	Washtenaw
Market Orientation:	Suburban
Property Location:	S of Scio Church, W of I-94
IRR Event ID:	2984663

Sale Information

Sale Price:	$7,450,000
Effective Sale Price:	$8,375,000
Sale Date:	12/19/2022
Recording Date:	01/04/2023
Sale Status:	Closed
$/SF GBA:	$68.98
$/SF NRA:	$68.98
Grantor/Seller:	Good Sports Limited Partnership
Grantee/Buyer:	Ann Arbor Holdings, Inc. (Black Bear Sports)
Assets Sold:	Going concern, total assets of the business
Property Rights:	Fee Simple
Exposure Time:	0 (months)
Financing:	All cash
Conditions of Sale:	Motivated Seller
Terms of Sale Comments:	Not listed
Document Type:	Deed
Recording No.:	5507-940
Verified By:	H. William Hansen, Jr., MAI
Verification Date:	03/14/2023
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar

Sale Analysis

Adjustment Comments:	Personalty, GC

Occupancy

Occupancy Type Before Sale:	Owner Occupied
Occupancy Type After Sale:	Owner Occupied

Improvement and Site Data

MSA:	Ann Arbor
Legal/Tax/Parcel ID:	12-06-280-007
GBA-SF:	121,406
NRA-SF:	121,406
Acres(Gross):	14.39
Land-SF(Gross):	626,811
Year Built:	1995
Property Class:	B
M&S Class:	C
Improvements Cond.:	Average
Exterior Walls:	Block
Construction Desc.:	Face block, with EIFS at entryway
Multi-Tenant/Condo.:	No/No
Ceiling Height Minimum:	13.00
Ceiling Height Maximum:	28.00
Total Parking Spaces:	225

Improvement and Site Data (Cont'd)

Park. Ratio 1000 SF GLA:	1.85
Park. Ratio 1000 SF GBA:	1.85
Air-Conditioning Type:	Central
Bldg. to Land Ratio FAR:	0.19
Land to Building Ratio:	5.16
Zoning Code:	PUD
Bldg. Phy. Info. Source:	Public Records
Source of Land Info.:	Other

Comments

A party familiar with the sale indicated that the seller was a partnership, and the managing partner moved forward with the sale, as there was intent to dispose of the property. The property reportedly sold at an actual price between $8.25MM and $8.5MM, but the recorded amount of $7,450,000 represents the real estate, without personal property or any going concern contribution. An additional offer that was reportedly submitted prior to the sale at $10MM and was turned down; the buyer is a national concern that had cash, and the managing partner was motivated to dispose of the property, hence, the lower price. Additionally, the property was not listed, only casually offered by the managing partner.

Three-sheet arena with sixteen locker rooms, 820 seats on one rink, 720 on the second rink and none on the third rink. Includes a pro-shop, concessions, figure skating locker, wood floor ballet room, team room, medical room, day care, restaurant/ bar, and a sports injury rehabilitation clinic. Building includes a two story fitness area of 8,881 SF that was added in 1997.

Special Purpose Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Ice Arena
Sub-Property Type:	Sport & Entertainment, Skating Rink
Address:	2810 Hannah
City/State/Zip:	East Lansing (Meridian Twp), MI 48823
County:	Ingham
Market Orientation:	Suburban
Property Location:	West of Hagadorn
IRR Event ID:	3019614



Sale Information

Sale Price:	$7,500,000
Effective Sale Price:	$7,500,000
Sale Date:	05/01/2023
Sale Status:	Closed
$/SF GBA:	$83.50
$/SF NRA:	$83.50
$/Unit:	$3,750,000 /Unit
Grantor/Seller:	Suburban Properties
Grantee/Buyer:	Black Bear Sports Group
Property Rights:	Fee Simple
Exposure Time:	0 (months)
Financing:	All cash
Conditions of Sale:	Arm's-length
Verified By:	H. William Hansen, Jr., MAI
Verification Date:	06/19/2023
Confirmation Source:	Seller
Verification Type:	Confirmed-Seller

Operating Data and Key Indicators

Operating Data Type:	In Place
Net Operating Income:	$ 656,768
Reserves Included:	No
Cap Rate - Derived:	8.76%

Improvement and Site Data

MSA:	Lansing-East Lansing, MI
Legal/Tax/Parcel ID:	33-02-02-20-176-006 and 09-83-54755-1 (Personal Property) and 09-83-54755-1 (Personal Property)
GBA-SF:	89,821
NRA-SF:	89,821
Acres(Usable/Gross):	7.94/8.39
Land-SF(Usable/Gross):	345,866/365,468
Usable/Gross Ratio:	0.95
Year Built:	1998
Property Class:	A-
M&S Class:	S
Construction Quality:	Good
Improvements Cond.:	Good
Exterior Walls:	Metal
Construction Desc.:	Metal
No. of Buildings/Stories:	1/1
Ceiling Height Minimum:	25.00
Ceiling Height Maximum:	28.00
Clear Height(Feet):	16.00
Total Parking Spaces:	299
Park. Ratio 1000 SF GLA:	3.33
Park. Ratio 1000 SF GBA:	3.33

Improvement and Site Data (Cont'd)

Parking Ratio(/Unit):	149.50
Elevators/Count:	Yes/1
Fire Sprinkler Type:	Wet
Roof,Heating,AC Comm.:	Gable style metal roof
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Frontage Feet:	375
Frontage Desc.:	Hannah
Density-Unit/Gross Acre:	0.24
Density-Unit/Usable Acre:	0.25
Bldg. to Land Ratio FAR:	0.25
Land to Building Ratio:	4.07
Zoning Code:	RP
Zoning Desc.:	Research Park and Office
Flood Plain:	No
Flood Zone Designation:	X
Comm. Panel No.:	26065C0152D
Date:	08/16/2011
Source of Land Info.:	Public Records

Comments

Buyer approached seller unsolicited; buyer is a large concern that has been actively building a portfolio of rinks in a number of northern states. An allocation of $2MM to Goodwill was made for transactional purposes and was reported to be attributable to hockey contracts; however, this is the only remaining operational rink in the greater Lansing area (excluding the MSU Munn Arena, which does not rent hourly ice to the general public and is targeted for student activities, including the D1 hockey program).

Two NHL size ice sheets, pro shop, concession stand, large fitness/dance area

Special Purpose Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Viking Arena
Sub-Property Type:	Sport & Entertainment, Skating Rink
Address:	1555 E. Woodward Heights Blvd.
City/State/Zip:	Hazel Park, MI 48030
County:	Oakland
Market Orientation:	Suburban
Property Location:	N side, E of Dequindre Rd
IRR Event ID:	3328752



Sale Information

Sale Price:	$2,900,000
Effective Sale Price:	$2,900,000
Sale Date:	06/26/2023
Recording Date:	06/29/2023
Sale Status:	Closed
$/SF GBA:	$41.03
$/SF NRA:	$41.03
$/Unit:	$1,450,000 /TBD
Grantor/Seller:	City of Hazel Park
Grantee/Buyer:	Black Bear Sports Group (Maryland)
Assets Sold:	Going concern, total assets of the business
Property Rights:	Fee Simple
Exposure Time:	0 (months)
Financing:	Cash to seller
Conditions of Sale:	Motivated Seller
Terms of Sale Comments:	Not Listed
Document Type:	Deed
Recording No.:	58795/583
Verified By:	H. William Hansen, Jr., MAI
Verification Date:	02/18/2025
Verification Type:	Secondary Verification

Improvement and Site Data

MSA:	Detroit-Warren-Dearborn, MI
Legal/Tax/Parcel ID:	25-25-253-047, 25-25-226-010
GBA-SF:	70,682
NRA-SF:	70,682
Acres(Gross):	5.00
Land-SF(Gross):	217,800
Year Built:	1999
M&S Class:	C
Construction Quality:	Average
Exterior Walls:	Concrete Precast
No. of Buildings/Stories:	1/1
No. of Units/Unit Type:	2/TBD
Multi-Tenant/Condo.:	No/No
Ceiling Height Minimum:	12.00
Ceiling Height Maximum:	24.00
Elevators/Count:	None
Air-Conditioning Type:	Central
Frontage Feet:	460
Frontage Desc.:	Woodward Hgts
Frontage Type:	2 way, 2 lanes each way
AccessibilityRating:	Average
Density-Unit/Gross Acre:	0.40
Bldg. to Land Ratio FAR:	0.32
Land to Building Ratio:	3.08
Bldg. Phy. Info. Source:	Public Records
Source of Land Info.:	Other

Comments

Property had deferred maintenance, and had been a negative cash flow for the City. The purchaser was managing the facility for the City; an original offer was rejected, and the parties later came to terms.

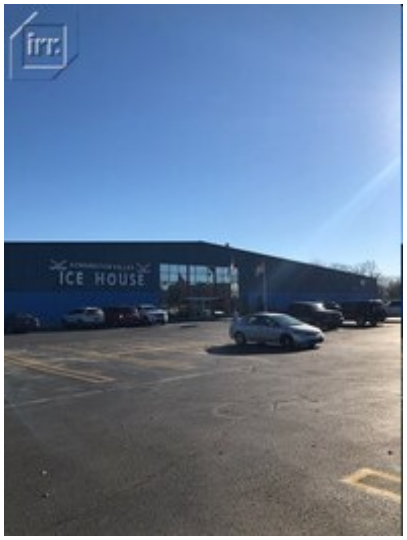
Building constructed of fluted and washed aggregate tilt up precast panels, with one NHL size sheet and one Olympic sized sheet; the common lobby, snack bar, pro shop is constructed of split face block. Property has over an acre of parking.

Special Purpose Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Biggby Coffee Ice Cube-Brighton
Sub-Property Type:	Sport & Entertainment, Skating Rink
Address:	10540 Citation Dr.
City/State/Zip:	Brighton, MI 48116
County:	Livingston
Market Orientation:	Suburban
Property Location:	South of Grand River
IRR Event ID:	3230921



Sale Information

Sale Price:	$8,000,000
Effective Sale Price:	$8,000,000
Sale Date:	02/01/2024
Sale Status:	Closed
$/SF GBA:	$80.12
$/SF NRA:	$80.12
$/Unit:	$2,666,667 /TBD
Grantee/Buyer:	Black Bear Sports Group
Assets Sold:	Going concern, total assets of the business
Property Rights:	Fee Simple
Exposure Time:	0 (months)
Financing:	Cash to seller
Conditions of Sale:	Motivated Seller
Terms of Sale Comments:	Not Listed
Verified By:	H. William Hansen, Jr., MAI
Verification Date:	04/25/2024
Confirmation Source:	Nearby Rink Owner
Verification Type:	Confirmed-Other

Improvement and Site Data

MSA:	Detroit-Warren-Dearborn, MI
Legal/Tax/Parcel ID:	4712-33-300-022
GBA-SF:	99,850
NRA-SF:	99,850
Acres(Gross):	6.12
Land-SF(Gross):	266,587
Year Built:	1999
M&S Class:	S
Construction Quality:	Average
Improvements Cond.:	Good
Exterior Walls:	Metal
No. of Buildings/Stories:	1/1
No. of Units/Unit Type:	3/TBD
Total Parking Spaces:	266
Park. Ratio 1000 SF GLA:	2.66
Park. Ratio 1000 SF GBA:	2.66
Parking Ratio(/Unit):	88.67
Elevators/Count:	Yes/1
Air-Conditioning Type:	Central
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Frontage Feet:	583
Frontage Desc.:	S side Citation cul-de-sac
Frontage Type:	2 way, 1 lane each way
Density-Unit/Gross Acre:	0.49
Bldg. to Land Ratio FAR:	0.37
Land to Building Ratio:	2.67
Zoning Code:	B3
Zoning Desc.:	Special Business District
Flood Plain:	No

Improvement and Site Data (Cont'd)

Comm. Panel No.:	26093C0363 D
Date:	09/17/2008
Source of Land Info.:	Other

Comments

The Arena is home to the Kensington Valley Hockey Association, Brighton High School, South Lyon Unified, and various other local high schools, clubs and adult hockey leagues. The purchaser, Black Bear Sports Group, is the largest owner-operator of ice rinks in the U.S., and approached the buyer directly and paid cash.

3 sheet arena with pro shop, concession and typical rink amenities; there is a small training facility and restaurant/bar with viewing windows on a central mezzanine that is included in the GBA.

Special Purpose Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	Mt Clemens Arena
Sub-Property Type:	Sport & Entertainment, Skating Rink
Address:	300 N. Groesbeck Hwy.
City/State/Zip:	Mount Clemens, MI 48043
County:	Macomb
Market Orientation:	Suburban
Property Location:	SEC Rose, between Elizabeth and Cass
IRR Event ID:	3328656



Sale Information

Sale Price:	$4,000,000
Effective Sale Price:	$4,000,000
Sale Date:	01/01/2025
Contract Date:	11/24/2024
Sale Status:	Closed
$/SF GBA:	$63.58
$/SF NRA:	$63.58
$/Unit:	$2,000,000 /TBD
Grantor/Seller:	City of Mount Clemens
Grantee/Buyer:	Black Bear Sports Group
Assets Sold:	Going concern, total assets of the business
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Motivated Seller
Terms of Sale Comments:	Not listed
Verified By:	H. William Hansen, Jr., MAI
Verification Date:	02/17/2025
Verification Type:	Secondary Verification

Improvement and Site Data

MSA:	Detroit-Warren-Dearborn, MI
Legal/Tax/Parcel ID:	05-11-10-280-001 (Part of)
GBA-SF:	62,916
NRA-SF:	62,916
Acres(Gross):	17.91
Land-SF(Gross):	780,160
Year Built:	1994
Property Class:	A-
M&S Class:	C
Construction Quality:	Good
Exterior Walls:	Block
No. of Buildings/Stories:	1/1
No. of Units/Unit Type:	2/TBD
Air-Conditioning Type:	Central
Shape:	Very Irregular
Topography:	Level
Corner Lot:	Yes
Frontage Feet:	454
Frontage Desc.:	SE side Groesbeck
Frontage Type:	2 way, 3 lanes each way
Traffic Flow:	High
Density-Unit/Gross Acre:	0.11
Bldg. to Land Ratio FAR:	0.08
Land to Building Ratio:	12.40
Zoning Code:	MU
Bldg. Phy. Info. Source:	Public Records
Source of Land Info.:	Public Records

Comments

City had passed a $3MM bond in 2020 for upgrades to

Comments (Cont'd)

compressors for the dual sheet arena, as well as a new parking lot and roof. The property was not listed, and was purchased by Black Bear Sports Group out of Bethesda, MD, which has been on a buying spree of arenas in the northeast and midwest.

Two NHL-size ice surfaces linked by mezzanine seating and skyboxes, capacity to host over 1,000 spectators and features modern amenities, including locker rooms, concession stands, and a pro shop.

Mount Clemens Ice Arena being sold to Maryland-based firm

Sale expected to close by 2025

By: Dean Vaglia (/reporterbio/Dean-Vaglia) **| Mount Clemens-Clinton-Harrison Journal (https://www.candgnews.com/newspaper/journal) | Published December 9, 2024**



(https://www.candgnews.com/admin/articles/temp-image/9e1ba9e017399df775d3a6990adec731.png)

The Mount Clemens Ice Arena is expected to be sold to Maryland-based Black Bear Sports Group by the end of 2024.
Photo by Dean Vaglia

MOUNT CLEMENS — After a procedural vote to become the owners of the Mount Clemens Ice Arena, the City of Mount Clemens is set to sell the arena to Maryland-based sports and entertainment firm Black Bear Sports Group by the end of December.

According to Shipman, the $4 million sale will see BBSG take over with plans of maintaining current operations while injecting capital to improve facilities.

“They’re going to keep the management company in place that was there,” Mount Clemens City Manager Gregg Shipman said. “Anything that’s there now, you’re going to see that exist, but what they’re going to do is come in and make this better because they have the means to do it. They own many other facilities, and they have these rights to these other leagues, so they’re going to increase the league presence and they’re even talking about expanding the arena, adding a sheet of ice in the future. They’re prepared to come in and make the capital improvements that the arena needs, and these are all things that we can’t afford to do.”

BBSG made its first offer to purchase the arena for $3.75 million sometime after the June 3 City Commission meeting where commissioners discussed and tabled the possibility of a year-long study about options surrounding the arena. Capital improvement and bond payment costs led to commissioners questioning whether to sell the arena or redevelop it into a different kind of recreation facility.

“For years it’s been a struggle to make the bond payment on the arena, and this is the second bond that the city has on it,” Shipman said. “There is the original bond to build it, and then they took out another bond to do improvements and the arena is not going to make enough money to make the bond payment, which will mean that the city would have to start making those payments out of the general fund. In essence, the ice arena would be losing money, and we have so many other capital improvements that need to be done to the ice arena in the next five to 10 years, and that would contribute more to the deficit each year.”

Various tasks and surveys are being performed before the sale closes. One of the city’s requirements to sell the building was to reclaim ownership of the arena from the Municipal Building Authority of Mount Clemens, the building financing authority that was created in the 1990s to build the arena. Such authorities were common before municipal capital improvement bonds were introduced in 2001. The procedural step was completed at the Nov. 18 City Commission meeting. Shipman says there are no other buildings in the city deeded to similar authorities.

Representatives for BBSG did not respond to requests for comment by press time. BBSG operates four arenas in Michigan — Bigby Coffee Ice Cubes in Ann Arbor, Brighton and East Lansing along with the Hazel Park Ice Arena — as part of its 40 facilities across the Midwest and East Coast. BBSG operates 40 youth hockey clubs, four leagues, two tournament organizations, eight Junior “A” level hockey teams and Foundry Adult Hockey.

BBSG was founded in 2015 by CEO Murry Gunty and Blackstreet Capital Holdings, LLC. The firm focuses on purchasing underperforming ice rinks in National Hockey League markets with the goal of revitalizing them.

Justin Quenneville, general manager and head coach of the Metro Jets Hockey Club, has some experience with BBSG given the group’s presence in the industry and due to the P.A.L. Junior Islanders team playing in the United States Premier Hockey League alongside the Jets. Quenneville spoke highly of the arena’s current management and echoed that there were no planned changes to day-to-day operations.

“We’re excited to hear some of the ideas from Black Bear, whether it be the potential expansion of the facility or additions of any sort,” Quenneville said. “But realistically, from what we’ve been told and has been communicated with us, they don’t foresee there being any significant changes to an already well-run establishment.”

Shipman is positive about BBSG becoming the arena’s new owners. Along with the planned developments and improvements of the arena itself, private ownership means the arena will begin providing around $40,000 in annual tax revenue.

“I think it really is a win-win for everybody,” Shipman said. “For the people who use it, this is going to become a bigger, better arena than it was before. They are going to be able to do all these capital improvements that need to be done. The management team stays in place. And now we have a piece of property that comes back on the tax roll. It’s all positives.”



(https://www.candgnews.com/admin/articles/temp-image/6a282da98ab5350bd236aa0d422f4e47.gif)

Viking Ice Arena has been sold by the city of Hazel Park. A portion of the proceeds will pay off the final bonds. Officials say the ice arena will retain its staff and programming, and continue to operate as normal. Photo by Erin Sanchez

Hazel Park sells Viking Ice Arena

Buyer will continue Arena operations

By: Andy Kozlowski (/reporterbio/Andy-Kozlowski) **|**
Madison-Park News
(https://www.candgnews.com/newspaper/madisonparknews)
| Published July 20, 2023

HAZEL PARK — An ice-skating rink that Hazel Park officials say has long been a strain on the city's finances has been sold to a private business.

Viking Ice Arena, located at 1555 E. Woodward Heights Blvd., was first opened by the city of Hazel Park in 1999. Several months ago, Black Bear — an ice arena operator that owns or manages 36 facilities across the U.S. — made an offer on the place.

The first offer was rejected, but a follow-up offer of $2.9 million was unanimously approved by both the Hazel Park City Council and the General Building Authority. The authority is a separate entity created by the city to hold property, and to finance acquisitions and improvements. The sale closed June 26.

Andy LeCureaux, a member of the Hazel Park City Council, said that the city had spent many years searching for a buyer.

"I don't believe that a city entity necessarily has the expertise to manage a facility like this," LeCureaux said. "We had been looking to sell this for a long time because of the bond payments, but we could never get enough of a sale price to cover what we owed on the bonds. So this will be a great financial help to us, and to the budget. It will take considerable strain off that."

Hazel Park City Manager Ed Klobucher described how the arena had been costly to the city.

"The ice arena has always been a financial drain on the city of Hazel Park," he said via email. "The city has always had to subsidize the arena — sometimes over a half of a million dollars a year. In addition to the ongoing costs, there are possibly several million dollars of deferred maintenance costs for repairs that will need to be incurred in the next several years. Had the arena not been sold, those costs would have been borne by the Hazel Park taxpayers."

He noted that about $700,000 of the proceeds will be used to pay off the final bond payment, while the rest will be allocated to the city's capital improvement fund.

"This sale represents the best of both worlds for the city of Hazel Park," Klobucher continued. "Black Bear will continue to utilize the building as an ice arena, but now it will be privately owned and on the city's tax rolls. Black Bear also agreed to give all city employees an opportunity for continued employment, and they promised to work with our recreation department to ensure Hazel Park residents continue to have access to the arena."

Viking Ice Arena features two ice sheets, a gym and a concessions area. It is home to the Little Caesars Hockey Club, International Stars Youth Hockey, and various high school clubs. All existing programming will continue as planned, and all employees will be retained at the rink.

Black Bear itself is the largest owner-operator of ice rinks in the U.S. It was founded by CEO Murry Gunty in 2015.

“We are excited to announce Black Bear’s continued expansion in Detroit,” Gunty said in a statement. “The city of Hazel Park was fantastic to work with on this deal, and we are looking forward to expanding operations and programming so the rink continues to serve as an important resource for the community.”

LeCureaux said he anticipates great things from the arrangement with Black Bear.

“Community programming is what they do. They know how to manage the sites, the business,” LeCureaux said. “The city no longer has to cover the payments, the arena is now on the tax rolls, and the organization operating it will probably have more program offeringsthan we did, since our Recreation Department was already so busy with other things. Really, this is a win-win for everyone.”

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, MARCH 9, 2026, AT 7:00 P.M.

Mayor Fischer called the meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Martinez, Smith, Staudt

ALSO PRESENT: Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Tom Schultz, City Attorney

APPROVAL OF AGENDA:

Mayor Pro Tem Casey said she'd like to postpone Item #9 "Approval of a Resolution of Intent to Create and Provide for the Operation of a Brownfield Redevelopment Authority" to the next Council meeting.

CM 26-03-024 **Moved by Martinez, seconded by Gurumurthy; MOTION CARRIED: 7-0**

To approve the agenda as presented.

Roll call vote on CM 26-03-024 **Yeas: Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer**
Nays: None

PUBLIC HEARINGS: None

PRESENTATIONS:

1. **CMAQ Award Check Presentation**

Mayor Fischer said there were some special guests from SEMCOG and the Oakland County area to talk about a funding grant that Novi received for 11 Mile and Taft Road. He said he was excited to be there and see it happen. He has children who go to schools in the area and he has seen the traffic debacle at this four-way intersection. He thinks this intersection will be well served by a roundabout. He knows some people are not big fans of roundabouts, but from a safety and environmental perspective, roundabouts are a very good way to go.

Mr. Herczeg said they applied for this project in 2024 and received the grant in 2025. He presented a slide showing the intersection at 10 Mile and Taft Road. He explained that this intersection is currently a 4-way stop with flashing stop signs. It has a traffic count of over 5,000 cars per day. It has had a few minor crashes over the past five years. It is adjacent to the Novi Community School District's multi-school campus and bus yard. With various starting times for the schools, there can be some congestion and traffic mitigation. They believe the roundabout with help resolve both of these issues. He said

they are also looking at reducing the carbon output. The CMAQ is a congestion and air quality grant. The estimate is about 52 kg/day in CO2 reduction. It is the simple version, single lane roundabout. It does include sidewalk improvements at the crossing, and it does fit within the existing footprint which is important for roundabouts. A lot of times, they have to get right-of-way. They do need to get a little bit of right-of-way to complete the sidewalk connections. Mr. Herczeg said regarding the timeline, they were awarded the grant in 2025 and Council saw the design award in 2026. He said they will go through the GI Submittal (which is basically a pre-con or preliminary design) to MDOT in 2026 to keep their obligation schedule. The final design will be decided in December 2026, the bidding will take place in March 2027 and then construction will begin in June 2027 in order to keep with the timeline for the federal funding. He thanked Kevin from SEMCOG for the funding and said he is very excited about this project.

Gwen Markham, the Oakland County Commissioner for Novi introduced herself. She said she was there as the chair of SEMCOG which stands for the Southeast Michigan Council of Governments. She said it is their job at SEMCOG to distribute all the CMAQ funds. There are many other programs through which federal funding comes into our area and it's through SEMCOG and a subgroup of theirs called the Regional Review Committee that the funding is reviewed. They also look at how much money they have available, and they prioritize and award the programs. She said this particular award is quite large. She said they've been distributing awards for a few months all over the region. There are seven counties in the Southeast Michigan Council of Governments. They've been awarding funding through all those counties pretty consistently. They were in Wixom a couple of weeks ago. The CMAQ set of proposals is designed for carbon mitigation and air quality improvement. That's what CMAQ stands for. This roundabout will really help with both of those. She said she lives very close to the Nine Mile and Taft Road roundabout, which had its own set of naysayers at the time, but it functions pretty well. She is looking forward to seeing this one just a couple miles up the road.

Kevin Vettraino, Planning Director at SEMCOG, said usually when they're in front of Council, they don't have their chair with them. He said she did such a great job, he had very little to say except to thank Council for having them. He also thanked Council and the Mayor for being longtime members of SEMCOG. As Commissioner Markham said, the Council of the Governments of the Seven Counties of Southeast Michigan is doing this: getting out to the communities to make sure that their residents and their communities know how important these federal funds are. This funding, CMAQ, as well as other funding pots that they're able to pass through to communities comes through federal legislation currently under the bipartisan infrastructure law. They want to make sure that it's known that they are good stewards of these funds and that the funds are going to good projects. He said this is a great project and they were really happy to be there.

CITY MANAGER REPORT:

City Manager Cardenas said he wanted to show some appreciation publicly for some of the City's staff members. He said there was an event over the weekend that really asked the staff to step up and help out the residents and stakeholders. He acknowledged and

appreciated the members of the staff, especially the directors that chipped in: Ms. Sheryl Walsh-Malloy and Ms. Jeanette Handy from Community Relations; Chief Zinser and Chief Martin from Public Safety; Mr. Jeff Herczeg, Mr. Ben Croy and especially Mr. Scott Roselle from the Department of Public Works and all of the DPW crew that came in to hand out water to our residents as they came to the garage. He said he just couldn't thank them enough for all their efforts this past weekend.

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Dan Tollis, 24142 Elizabeth Lane, commented about the water issue this past weekend. He said his understanding is that this was the second one in six months and he is very concerned not only about himself and his family, but also about the businesses in Novi. He asked what the restaurants do. From what he learned, the water main was put in in the 1970s. It has seen better days. It has failed more than twice in the last six months. From the information he has received, it has been about five times since 2002. He said he could be wrong about that, but that is what he has learned. He also learned that it is a concrete system that was put in on farmland in the '70s. He said, hopefully, as the city grew and there were more and more houses that were put in, that system was upgraded to accommodate the growth. He is wondering what the integrity of the system is and how long it will last. He said, from what they've heard from the CEO of Great Lakes Waterworks, it will be in the tens of millions. It'll be millions of dollars. He asked what Novi can do. He's concerned because it's an old system, just like an old car. Sooner or later, you need to fix it or you have to replace the car and hopefully, the money is in the bank.

Ashish Verma, 27660 Hartwick Circle, came before Council to comment about the water situation. First, he thanked the Novi staff for handing out water. They worked tirelessly and it was very efficient. He said, unfortunately, this has become a yearly occurrence. It has been happening way too often. Six months ago was the last occurrence, like the other gentleman said. He said, coincidentally, when they look at the last five years, the housing market has been growing a lot in Novi. Is all the development putting additional demand on the supply and that is what is causing the system to break down? He wonders what kind of study was done to assess the situation before approving the new development. If it is increased demand, they need to either replace the infrastructure or slow down the new construction until there is a solution to the problem. Mr. Verma asked what the City is doing to hold the Great Lakes Water Authority responsible. He said every year, Novi residents see the price of water and services going up, but the quality of the service is going down.

Vinit Gupta, 47510 Valencia Circle, asked, with the water supply being a critical infrastructure, how can it be contingency dependent? A single thing fails and it all comes down. He said last time, they heard GLWA was doing a flexible 36" pipe. Did it help? Was there a mechanism to switch to it faster than it took over 24+ hours to do that? He is wondering what kind of contingency plan they can do. The second thing is, as other people mentioned, he looked at the records since he has lived in Novi. In 2017, 2021,

2025 (2 times) and then in 2026, the City had either low water or water outages. That is something, in a city of this size, where people pay much higher property taxes, that is probably not acceptable. Last year, GLWA rate hikes were about 5% for water, 4.8% for sea water. This year, effective July, the numbers are similar. So, close to 10% rate hikes in the last two years, much higher than the national average. He demands some accountability. He asked why the residents would give them a rate hike with such poor performance? Is there an alternative to GLWA that the City can look at? He said, from an engineering perspective, when they design critical infrastructure, they always look for ways to restore it faster. His last point was, even if it's not sound engineering, they can answer these questions. These mains don't just break right away. There have got to be signs that the system is degrading. He asked what kind of monitoring GLWA has. Can they use electronic monitoring by using Telecom and fiber network like they use for the electric grid and other systems that tells them it's about to fall apart and they need to do something about it. He asked if they do routine maintenance and inspections. He would like GLWA to give some of those answers in a report that the residents can comprehend instead of just saying they're sorry.

A resident from Liberty Park said he has lived here for 21 years. He said this public comment summarizes several regional water transmission failures that have impacted the residents of Novi. As a resident, his intent was to ask for clarification and transparency regarding the reliability of the regional water infrastructure supplying Novi. He quoted the data on the occurrences of water outages over the last few years. In 2021, there was on occurrence on 14 Mile. In 2025, there was another occurrence on 14 Mile. Each of these outages lasted for at least 24 hours, but one lasted for two days. He had some questions: out of all these years, are there any outages he missed? What is the expected remaining lifespan of this regional water main on the 14 Mile corridor? What proactive inspection replacement plans are currently scheduled for GLWA? What contingency measures exist to prevent large-scale pressure loss? He said understanding these issues will help the long-term reliability of the regional GLWA.

Three students from Novi High School stood to say they are part of a youth initiative called Hygiene for Hope. Hygiene for Hope is a promotional campaign that raises awareness of a widely problematic issue that is rarely talked about: hygiene. They said that might surprise you. When they researched, they found that 95% of people worldwide do not wash their hands properly. The recommended amount of time to wash your hands is 20 seconds, but research studies show that most people wash their hands for only six seconds—not even half the time they should be using. On top of that, they conducted a survey about oral hygiene at Novi High School. The results showed that 65% of students do not floss daily. If basic habits like washing your hands and brushing your teeth are overlooked, hygiene awareness cannot be assumed; it must be reinforced. That is why they made this their mission to influence their local community by using hygiene awareness. They used Instagram to spread awareness through short posts, visuals and everyday hygiene habits, generating over 58,000 views. To extend their impact beyond the social media level, they also placed infographic flyers around Novi High School, Northville Farmer's Market, and other community spaces to reinforce these habits in daily environments. While raising awareness is essential, they realized that informing people

alone was not enough without access. They partnered with a local, student non-profit organization called Thoughtful Totes to donate hygiene bags to shelters such as Hope Shelters, Grace Centers of Hope and the Salvation Army in Pontiac, Michigan. They were able to donate more than 600,000 tote bags filled with essential hygiene items such as shampoo, conditioner, and dental products. Working with shelters revealed a harsh reality: many individuals want to practice good hygiene, but they simply lack the resources to do so. They expanded their outreach by giving presentations to clubs like Girls in White Coats and the American Red Cross at Novi High School, reaching over 250 students. These presentations enabled them to show how hygiene is often underestimated even in healthcare-focused settings. This motivated them to extend their impact by organizing a school-wide pink out spirit day, engaging over 150 students to learn about hygiene and reflect on their habits. This event also served as a visual reminder throughout the school day, helping spark conversations revolving around hygiene. Many of these hygiene habits are things that most of them have learned through growing up in elementary school, yet 50% of the world doesn't follow these basic hygiene habits. This highlights a major gap between what they are taught and what they do in their lives. This is exactly why they took their initiative to the next step by bridging the gap between what they learn and what they do. Through outreach like presentations, widely distributed infographics and even partnerships with hospitals, they were able to make this possible.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 26-03-025 Moved by Casey, seconded by Smith; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

A. Approve Minutes of:
February 23, 2026- Regular Meeting

B. Approval of request to transfer ownership of an escrowed 2025 Class C license from J & CD, Inc. to Kim's Bap LLC, located at 43155 Main Street, Suite 300, Novi, MI 48375.

C. Approval of the SECOND READING of Text Amendment 18.306 to reclassify auto washes from Principal Permitted Uses to Special Land Uses in the B-3 District, and to add use standards to be met by new Auto Wash establishments.

D. Approval to award engineering services to Spalding DeDecker for a Debris Management Feasibility Study in the amount of $21,227.

E. Approval of a Pawnbroker License requested by Thomas Blaine, Novi Jewelry & Coin, Inc., located at 41990 Grand River Avenue.

F. Enter Executive Session immediately following the regular meeting of February 9, 2026, in the Council Annex for the purpose of discussing confidential correspondence from the City Attorney.

G. Approval of claims and warrants – Warrant 1198.

Roll call vote on CM 26-03-025 **Yeas: Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer, Casey**
Nays: None

MATTERS FOR COUNCIL ACTION:

1. Great Lakes Water Authority (GLWA) incident response update on the March 7, 2026 Novi water service disruption and ongoing restoration efforts - Suzanne Coffey, CEO

Mayor Fischer said he wanted to remind everyone why they're there and how they got there. He said, if you'll recall, on Saturday morning, there was a water main break in Farmington Hills. The City of Novi was one of the last areas to get its water pressure back after about 26 hours. As mentioned, there have been several times since 2017 when this has been the case. He had the privilege of speaking with Ms. Coffey many, many times over the weekend and he asked her to join them in giving an update on the situation. As far as their discussion tonight, he considers this the starting point. He asked her to address why this continues to happen to Novi, why the water continues to take so long to get replaced as far as water pressure goes, and then start to talk about next steps and what they can do to collaborate and address, what he considers to be, an infrastructure emergency in the City of Novi. He considers this to be a very preliminary step in their discussions. He said there were a lot of residents in the audience who joined the meeting because they have texted and/or emailed many of the Council members and Novi's communication staff. He asked GLWA, just like last time, to host a town hall so they can address the residents directly on some of those questions above and beyond what the Council was able to address at the current meeting. This would break it into two important parts: what are we doing for today and what are we doing for tomorrow? Mayor Fischer set the ground rules for what they wanted to accomplish at the meeting.

City Manager Cardenas said there was a brief history in the Council's packet about how GLWA was formed, what role it plays in being the main distributor for water to the City of Novi, where the City of Novi then disperses it to its customers and business holders. They get Novi the water and produce the water from the various sources that serve roughly 40% of the population in the State of Michigan.

Suzanne Coffey introduced herself as the Great Lakes Water Authority Chief Executive Officer. She is a lifelong Michigan resident. She is an Oakland County resident, and she is a registered professional engineer in the State of Michigan. She came up to this executive office position through engineering and operations. She thanked Mayor Fischer and Mayor Pro Tem Casey for inviting her and her team to come. She said she was happy to be there, not happy for the circumstances that brought them there, but she understood that the Council and residents need to hear from them. She invited several key employees and consultants to come with her: Bill Wolfson, Deputy Chief Executive Officer; Jody Caldwell, Chief Planning Officer; Peter Fromm, Director of Water Transmission and Michael Higgins, Condition Assessment and Rehabilitation Director for

HDR, GLWA's national expert and their lead consultant on their linear system integrity program and their pipes. She said they were all there to answer the questions in detail.

Ms. Coffey started by apologizing to Council, the residents and the businesses in Novi. She said this is not the level of service they deserve. This is not the level of service they expect, rightfully so, and it's not the level of service GLWA expects to provide to their customers. She takes responsibility for that. She said Council has put tremendous pressure on GLWA. She said to the audience that they should know their Council and their mayor put tremendous pressure on GLWA, as they should. She said she was there, respectfully, to apologize for the situation and to answer some hard questions from Council and from the audience's comments. She said she'll try to hit some of those. One of the things she wanted to get out there is GLWA has to do better. She said she'd talk about where they are. She knows there are questions to be answered, but she wanted to give everyone a little information first. She wanted to explain where they are, where they've been and what they've done in that time because the residents can't always see what GLWA does. She also wanted to explain where they think they are going to go because they *have* to be different. They see that. They know that this is not acceptable.

Ms. Coffey said where they are today is that Novi's pressures are fully restored. In this part of the system, there are six communities impacted by this. Six communities and GLWA together manage the use of the system on this side. The communities have their pressures restored. She understands the flushing was completed. She understands Novi's team did a great job flushing overnight, which is unfortunately, what you have to do to get out of a boil water advisory. The flushing was done. The samples were taken that day. As you likely know, there are two rounds of samples. The sample taken today will be read tomorrow. The sample taken tomorrow will be read on Wednesday and hopefully, they can lift the boil water advisory on Wednesday. The samples have to come back clean. That's a public health situation. GLWA wants to make sure they're bacteriological samples that they analyze.

Ms. Coffey said the broken pipe has been replaced. Pipes are typically in 20' sections. When the pipe is taken out, it gives them an opportunity. It's a 48" pipe, four feet in diameter. People can walk up the pipe and inspect it. There is nothing better than having experts walk and look at the pipe. They also have things like electromagnetic inspection. This pipe is a concrete pipe. It's called a pre-stressed concrete cylinder pipe. It has a steel cylinder and a concrete mortar coating. It also has a wire winding that puts that pipe in compression so that they can pressurize it. Their very large pipes have high pressure. Some of their pressure is as high as 170 pounds per square inch. It's a high-pressure pipe. It's pre-stressed. That pipe came out. When it was out, they inspected about 80 feet on either side. In their desire to be very expedient with the repair, they had to put pipe back in. They put a steel pipe back in which is the pipe that they want for this area. They found another distressed pipe. That distressed pipe means that that pipe needs to be replaced. It will not extend the boil water advisory for Novi because it's in what they call the shut-off area. A pipe's system is like a big grid. It's pressurized. It's looped. If a pipe breaks, they have valves in the system. They close a valve on each side of the break, the water pressure in the system will equalize and people outside of the

shutdown area will have water. That's where they are now. The distressed pipe that they found is in the break area, in the isolated area, so it will not affect that. It is their intent to have that pipe replaced by the end of the week. That's their plan.

Ms. Coffey said they know the Novi community has experienced several breaks and water disruptions. She is going to go through the years that she had her team look into so she could get everyone on the same page. 2017 was significant, 2021, 2025 and 2026. She said this is not getting better. This is not going in the right direction. This is not the level of service that they expect. She said GLWA understands it causes significant disruption to businesses, significant disruption to residents beyond a convenience for some, suffering for some. She said she is a public servant. She said she loves working in a governmental agency to work for her neighbors, to take her engineering skills and apply them to make it better for the community. This is not how she wants to serve the community; she wants to do better. She said they will do better. She summarized by saying that is where they are. They are in a good place and they are going to continue to work.

She said a little bit about where they've been and what they've done. As a result of the break in September 2025, they are completely replacing a mile of pipe there. She drives by it every day. She drives down M-5 every day. She said 14 Mile to M-5, you can see the pipe laid out. They decided they are going to replace a big swatch of pipe. They aren't going to go do the inspections on that pipe. They are just going to replace it. It's a necessary improvement and it's terribly disruptive for the Novi residents. They understand that. They are doing the best they can with that and if they need to do better, she asked the residents to let them know. She said she believes her team had been there before when the residents let them know they weren't doing a good enough job, specifically as it related to that big loop they did. She said she mentioned the system being like a grid. The west side of the system got looped. They call it their Haggerty Loop. All that pipe that was laid out on 275 that got put in was large diameter, high-pressure pipe. That was a $100-million-dollar project that they invested to loop this end of the system. When they started having these breaks and they started meeting with the six communities, they asked if they wanted GLWA to go in and do the rehab of the pipes or if they wanted GLWA to loop them first. GLWA said they thought they should get the loop in first so if the pipes break, they'd have another water source for the communities. This area of the system was the largest, what they call "single-ended" part of the system, comprising of 325,000 people. When GLWA took this over, 325,000 people on a single end, that's not a network. That's a single end. So, they looped it. They built the loop, the loop is there and the loop did help in this case.

Ms. Coffey said they also had a pipe out of service on 14 Mile Road west of M-5 that created a longer period of time for Novi to get their water back than it would have been if that pipe had been in service. Unfortunately, those two things happened concurrently. She said the last time this happened in September 2025, she went to the team and said, "We cannot put these people through this again. We have got to fix this. Let's just replace all this pipe." When she got the call on Saturday morning, her heart sank with the thought of here we are again. All total, with the investment they are doing now, the $100 million loop, they're invested about $150 million in this part of the system. GLWA is a big

corporation, she meant a public body, but $150 million is a tremendous amount of money, even for them. They are focused on this. Why is the focus not getting them out of this situation?

She said it might sound hollow because of the circumstances they were currently in, but GLWA engaged national consultants and they're doing best practices on inspection of these pipes. As an engineer, she's going to the engineers asking them what is going on? Why is this happening? They employ best practices. They invested $150 million. Why is this still happening? That's the question. She thinks the reality is they need to do better than best practices. What does that look like? That's the conversation right now. Investment in the system. She said someone asked the question about the life of the pipe. She said the pipes were built in the '70s. Pre-stressed, concrete cylinder pipe should last 100 years. This pipe is 50 years into its useful life. It should not be failing. If someone like an underground contractor hits the pipe, that can cause a problem. That happened a couple of weeks ago. An underground contractor hit the pipe. Those things happen. This pipe should not be failing or aging out. So, why is it? They were in this particular pipe in 2021. They inspected it twice. In 2019, 2021 and 2021, there were no defects. They were scratching their heads about this. Their consultants are, too. What they've come to is these pipes are degrading faster than anyone thought, even the experts. So, they've got to think out of the box, and they've got to do things differently because this is not going to cut it. It doesn't meet her expectations. It certainly doesn't meet the residents' expectations. She said she was only happy to be there to show that she cares and that they are taking this seriously and that they take responsibility for it. They also need to take responsibility for doing better, better for the residents. They have to. There is no choice.

Ms. Coffey said they need an effective, comprehensive, long-term solution. What they have been doing in this best practice approach is getting in the pipe and inspecting it. She said someone asked about technology. She said they can run acoustic fiber optic cable in the pipes so they can hear wire breaks on this type of pipe. It's wire wound, so they can tell when the pipe is degrading. She said those types of things are important and they're doing some of that. This is the first time they've used this type of technology. It's advanced technology in this area because they know this area needs attention. They are putting some, what they call AFO, that acoustic fiber optic cable in the pipe. They are doing what they can to seek funding. She said she is starting to wonder if they need to just do more wholesale replacing of the pipe now. These are the conversations they're having today. Their field crews are out doing good work. The people she introduced are doing really, really good work. Novi's team is doing excellent work. City Manager Cardenas and his team are doing excellent work. However, they've got to be able to find a better solution, and they need to find it now. They can't go do another study. They can't go do another whole bunch of inspections and wait and wait and wait. She said the Novi residents don't deserve that. They've got to figure out what they need to do now. Ms. Coffey said there isn't a lot of specificity on the piece going forward yet, but clearly, they need to come up with a different solution. She was happy to answer any questions Council wanted to ask her or any of the experts she invited to attend with her.

Mayor Fischer said it had been a tough weekend for the Novi residents and businesses. He knows it was a tough weekend for her staff as well. He said he and Mayor Pro Tem Casey joined a couple of the calls up until 11:00 on Saturday. They spoke on the phone again at 5:30 Sunday morning so she could give him updates. He said he wanted to echo City Manager Cardenas's comments about the Novi staff. He said it's important to recognize that while the City of Novi distributes the water within this area, the City is reliant on a source and that source is GLWA. Despite the fact that the water main break did not happen in Novi's system, they had countless people like Sheryl, Jeannette and Scott who worked to respond to residents and to take care of the situation at the DPW. They literally worked around the clock over the weekend, and their work was very much appreciated.

Mayor Fischer said the reality is Novi is where it is with these breaks and not just breaks several times within a few years, but now they're happening six months apart. There is concern that they will get to be even more frequent like three months apart. He said he mentioned this on the call on Saturday night that Novi has had to close its schools due to water main breaks. That's a big impact on the learning and mental health of the children of Novi. Parents and the businesses those parents work for are impacted. There is a major hospital in Novi. There are very important businesses like ITC who literally runs and delivers electricity to Novi. Their business is impacted when this happens because they have to kick into their emergency operations. Novi has a mall. Vibe Credit Union Showplace had a large show this weekend with over 10,000 people joining there. Not to mention Novi's small businesses and restaurants. He said Novi's restaurants are very low margin. Every single hour of serving food to people, serving drinks to people impacts their profitability. So, it's very, very important. He said to him, most importantly, are the residents. He mentioned the school impact again and said try bathing a child with a bottle of Absopure bottle of water. Try convincing your children that are in the bathtub not to drink the water when we finally do get it again. There are toilet issues. It's very unsanitary not to be able to flush your toilets. Thankfully, the City of Novi did an excellent job of providing water when possible. He thanked Superintendent Ben Mainka for texting him by 9:00 on Saturday morning, offering all the support. There was a lot of wonderful support in the community, but the frequency of what is going on is now on the verge of an emergency at this point. He said that is why he invited GLWA to come.

Mayor Fischer said they had some very difficult conversations on Saturday night. There were some pretty unpleasant and uncomfortable ones. He believes things needed to be shared for everyone to understand the frustration that was joining those calls. He really appreciates that GLWA would come. He said he had had the opportunity to ask her his questions very directly over the weekend. He said it was more important that his colleagues had the same opportunity. He wanted to lay out why it's so important. One overarching thing to keep in mind as their questions are being asked is the frequency. The other really big issue that he has is why is Novi always the last to get the water back. It seems like every time there is a situation like this, Novi may get some work around, but then there's some sort of valve issue that ends up delaying it. He said he wasn't going to ask a ton of questions, but he asked that they address that aspect of it. He said they are all frustrated with the frequency and they understand the age of the infrastructure. He

asked for them to explain, in a simplistic way, why those valves fail and further delay the water service back to Novi and Novi only.

Ms. Coffey started by talking about the valve. She said their valves are just like big gates. It's not like a typical valve that you have on a faucet or even a faucet outside. They're these very large plates that come down in the flow. That's a 48" pipe. It's big. The valves do have a thousand turns. She said she knows that sounds silly, but it's real and it's there because they don't want to create a water hammer situation. When they have some sort of quick closure of a valve, you can create a water spike that runs through the system and when it runs through the system, it can break pipes just like water hammering your house. The two valves they isolated are new valves, very new valves. She said she would guess within the last five years they've been doing this work, they had two new valves to isolate. They went out, they got it isolated so that they could start to build pressure in the system. They had a target to get the water back to Novi by midnight, but when she called Mayor Fischer by 5 or 5:30 on Sunday morning, and it wasn't there, she wanted to let him know it wasn't there. She had just talked to the team, and she was wondering why the water wasn't there. It was because of the valve. She said it's not because the valve was an old, troublesome valve. They closed those valves. They isolated them. When they started to repressurize the system, which is what they had to do, one of those valves kicked back open a bit. They had to go back out and close it. They went one valve back and closed the next valve. Fortunately, they could do that without putting anybody out of water. She said that was the valve situation. It took them a few hours to do that.

Ms. Coffey said when Mayor Fischer asked why Novi is last, it's because of the location Novi is in. That's why they built the loop. They wanted to be able to get Novi water pressure faster. She said everyone knew the construction timeline of the loop; it took them quite a while to do that. They could not backfeed Novi how they normally would because they had those pipes out to do that work on 14 Mile Road west of M-5. That was the situation this time. They had to get those pipes back in service. They needed to fill a reservoir in order for them to get that at Haggerty Road and M-5. She said the audience members may have seen that facility there. In this particular case, that repair that they're effectuating now and those replacements complicated the situation. Other circumstances, she would tell you, Novi has some high elevation. It's not just a grid, it's also elevations. You can't just tap in on that grid to any other pipe. Some of the pipes have lower pressures than what you need in the higher elevations. It's more specifically related to your location. They understand it. They need to develop more robust contingency plans for Novi. Period. They have to do this other thing with the pipe. They absolutely have to do it, but if it breaks again, because sometimes pipes break, they need a better contingency plan for Novi. They need to sit with Novi staff and ask if they need to make another connection in their system somewhere for Novi. Do they need to make another connection for Farmington Hills? She said there are six communities that are impacted. Ms. Coffey said maybe there are internal emergency valves that they open only during emergencies between communities. Maybe there are more of those that they could get for Novi. For sure, they need better contingency planning for Novi.

Mayor Fischer said he appreciated Ms. Coffey's comments. He also said Ms. Coffey made a very good point and he's glad they're making the investment on 14 Mile west of M-5. He said she is starting to hit the nail on the head by thinking outside the box. A patch-and-repair program on this pipe is not the solution. It's not going to be the long-term solution. He said he understands that that causes funding issues. He understands that $150 million in the grand scheme of their budget is a very large amount. Novi certainly doesn't have that type of money to kick in. He has shared with Ms. Coffey that whatever they need to do to go hat in hand to the county, to the state, to their friends in Washington, to explain to them the severity and the gravity of this situation that is converging in an emergency is what they need to do. He asked Ms. Coffey to let him know what she needs from him, from the Novi team and from the Novi Council. He said when it comes to lobbying those people and getting the funding Novi needs, he will speak for everyone in saying they have their full support.

Mayor Pro Tem Casey said she sat in on a couple of the EOC calls, so she didn't need to ask a lot of questions. The one question she asked is how the pipe broke in the first place. She said if she understands the situation correctly, there was a factor that caused it to break. It didn't just break on its own. She asked Ms. Coffey to explain what happened. Ms. Coffey said remember the very big storm that caused the damage across the state. There were emergencies across the state. GLWA had a power disruption at one of their pumping facilities in that grid she talked about. They have different places where they boost pressures because people use the water, the water pressure goes down, they need to boost it and push it out farther. Their system is in eight counties. It's really massive. One of their pumping stations lost power, a transformer from their utility provider. When that happened, they could see a pressure wave (they have pressure monitors) across their network and this pipe broke. Of course, they're going to do additional forensic analysis around all of this, but they can see the evidence that the pressure wave went through the system and this pipe broke. Mayor Pro Tem Casey said she thinks that helps people understand what they're talking about with this particular situation.

Mayor Pro Tem Casey said there have been questions about development around Novi and if that development has been impacting this pipe. She said she is going to project that that's not a factor because the pipe they're talking about is a transmission main. (She asked Ms. Coffey if that is correct and Ms. Coffey said that it is.) Mayor Pro Tem Casey said that means it's bringing the water to Novi and then, depending on where the water needs to go within the city, the water moves that way. It's not a development issue; it really is the age of the pipes and the fact that they're failing this quickly. Ms. Coffey said she confirms that. It is not related to the development. They have capacity in the system. They can push more water to different communities if they want more water. It's not related to that. It's not related to where in the pipe; this is related to the integrity of the pipe, the pipes themselves, the pipe wall.

Mayor Pro Tem Casey said she'd like to take a quick moment and share an observation she had over the course of the weekend. She said Ms. Coffey had heard directly from Novi residents. She said she knows that Novi staff and their team shared with Ms. Coffey some of the feedback from social media, so she is aware of what is being said. She said

she didn't need to repeat that, but she would like to talk about the communications aspect of it. She said, unfortunately, the Novi team has had to build a strategy and a process for how to respond to water breaks. They are recognized, in a good way, for the way they handle it. In 2017, communities around Novi were looking to them to talk about what was happening and give them information about what was happening. She believes the challenge was not getting enough communication from GLWA. There were definitely gaps in that communication in terms of getting updates that they could share publicly with their residents. When you are in a situation like this, it's a crisis communications perspective, what matters is clarity and frequency. If I don't have water, all I'm focused on is the fact that I don't have water and I want to know what is happening. When I don't know what is happening, I don't think things are being done and now I'm more frustrated because I don't know what to expect. She really encouraged GLWA to take a look at this. When they do their after action on this, she encouraged them to look at the communications and see what opportunities they have for improvement there so they can share with the Novi team and the team can do their job to let the residents know and let the businesses know. Unfortunately, the Novi team was left hanging a bit and there are some comments on social media that are reflecting on the Novi team that they weren't sharing information, and they weren't telling the truth. The real issue is the Novi team wasn't getting the communication. Mayor Pro Tem Casey asked Ms. Coffey very clearly to please look at that and see what opportunities they have to increase their communication to the communities and to the residents directly. She said she knows GLWA relies on press releases, but she thinks using social media, just posting on social media, in addition to press releases would be very helpful for people so they know what to expect.

Ms. Coffey said she would definitely take that back. She said Mayor Fischer made that very clear to her on Saturday night. He was disappointed with the level of communication coming out of their office. They bumped that up. As soon as Mayor Fischer said that to her, they started moving the communication in a faster direction. She said they will absolutely sit down and consider what they need to do to get that faster, on social media especially. Mayor Pro Tem Casey said she appreciated that and she thinks people who are living through it would appreciate that knowledge as well.

Member Staudt said let's start from the beginning. The Great Lakes Water Authority came out of the bankruptcy of Detroit. He said to Ms. Coffey that her and her team inherited this mess. She said yes, they did inherit the system. Member Staudt said this was created through state legislation, in essence. Ms. Coffey said she's not sure if it was through state legislation. She's not a lawyer, so it's challenging for her to do that. She said the three counties in the City of Detroit came together. Wayne, Oakland and Macomb Counties came together and formed the Authority. Member Staudt asked her if she had been asked to testify during the last few days, last month, the last six months in Lansing by any of the committees that have oversight over water distribution in this state. Ms. Coffey said she was going to look back to their and Member Staudt cut her off and asked her if she, personally, had been. She said she did not believe she had been asked in the last six months, but she added that she'd like to talk a little bit. She said they talk to the legislators regularly. They had 60 meetings last year with the state legislators. They go to D.C. twice

a year. They have testified and been asked to testify. She couldn't recall in that moment if the six-month period was the right number. She turned to one of her colleagues who said the answer is no.

Member Staudt said she had been quoted in *The Detroit News* as saying that their repair budget is $75 million a year and that they need $1 billion. She said yes, and asked Member Staudt to let her explain. She said they have 800 miles of transmission main. 16% of those 800 miles are past their useful life, their book life. She said think of your roof as a 20-year roof and it's past that number. Sometimes, things last longer. $1 billion is what it would take to replace those pipes, to do the renewals on those pipes. $75 million is what they need just to not make it worse every day. They need to get to $75 million a year just to not have that number, 16%, get bigger. Those are the numbers. Member Staudt asked her where the $75 million comes from. She said right now, they don't have $75 million. They put $7.5 million in their budget this year saying they need to increase their budget. They have a large budget. Their water system budget, operations and maintenance budget is about $450 million per year. They bond for a lot of their capital projects. About 50% of that budget is debt service and pay-as-you-go capital and 50% is operations. Member Staudt asked if they have the ability to borrow money. She said they do. Member Staudt said the idea that $1 billion is unattainable for them is not really true. They could borrow the billion dollars to fulfill their requirements to provide water to their customers, one of which is Novi.

Ms. Coffey said she could explain why they don't do that. She said as an engineer, she would love to just go borrow. Here's the quandary. They have to have charges pay the debt service for borrowing. If they borrow more, they have to raise charges to pay the debt service. There's a ratio that they cannot go below. It's their debt service coverage ratio. They can't go below that. If they borrow for it, they've got to pass that debt service along to Novi because they're at the lowest legal level of their debt service coverage now at 1.2. The quandary they're in is every time they go to get charge increases, people ask why they should give them more money. The reason is they cannot do the work…Member Staudt cut her off and asked her what government entity is restricting GLWA from doing that. She said it's a legal requirement. Member Staudt asked legal from what. He asked who wrote the laws. He asked if it is from the State of Michigan. He said he saw a state representative sitting there and Member Staudt expects GLWA to be accountable at the state level because they were part of the reason GLWA was created. He said they don't have many responsibilities as City Council members, public safety, water and sewer, even roads, when water and sewer is failing on a regular basis, there is no excuse. Money is not the excuse. He said if GLWA went to the State of Michigan and said, "We can't continue this. We need funding." He said GLWA could let them make some decisions about it. He asked what we have here, 400,000 people that GLWA services and they're shut down with, we don't know if the GLWA pipes are going to burst again. He said they can't tell them. He said as a City Council member, he expects them to replace the pipe from whatever point to another point, like they're doing on the west side. He expects this to be done. He doesn't care how much money it costs. He said it's not GLWA's problem; it's the state government's problem. It's the federal government's problem. The citizens have to have water. He said, frankly, it sounded disingenuous when

Ms. Coffey said they need $75 million, they need $1 billion. He said GLWA needs whatever it takes to get this done. He's hoping the state legislature convenes one of their infamous committees and talks about this and comes up with solutions with GLWA. If they can't borrow the money, then maybe the state legislature can help them do it. Maybe they can allocate funds to GLWA. He said people keep building more roads. No offense to roads, but water is far more important than one mile of road. They need to find a solution.

Member Staudt said Novi, as a city, it didn't even happen in Novi. He said they can't go out and say, "Hey, you guys, you are not accountable to us." Member Staudt asked Ms. Coffey the popular question of who GLWA is accountable to. She said they are accountable to the State of Michigan. She said he is exactly right and they have asked the State. Member Staudt cut her off and said of course they are, so why isn't the State stepping in. Ms. Coffey said they had gotten a call from the State that morning. Member Staudt said maybe Novi is just not an important enough community. He said maybe the State thinks of them as, "They're just Novi, just Wixom. They're the suburbs. No big deal. They can go buy water. It's not a big issue." Member Staudt said the State needs to step up in this case. They stepped up in Flint's case. They step up in many other places. They need to step up here. He said he holds GLWA accountable. He also holds the State accountable because, at the end of the day, GLWA is accountable to them. Ms. Coffey said she agrees with him. Member Staudt said he hopes whoever is listening to this in Lansing, convenes hearings soon and looks for long-term solutions. If they have to fund some of this to get it done, let's get it done. The Novi residents expect more from GLWA and the State of Michigan.

Member Smith thanked Ms. Coffey for coming and bringing her team. He said her comments were a good explanation for why this happened. He was really glad to hear the words "replace" and "contingency." He thinks that's what needs to happen here. This break has affected tens of thousands of residents, hundreds or maybe thousands of businesses. The mayor mentioned Henry Ford Providence Hospital. It's a regional hospital. He would hate to see something happen like the tornado on the west side of the state come through and take another water pipe out. There would be people going to the hospital and they'd have no water. Vibe Showplace hosts regional, countrywide and international trade shows all the time. It's not a great look for Michigan or Oakland County to have a trade show with people from Germany, Japan, countries all throughout Asia and Europe coming in and saying they don't want to come here because there is no water. He said we're reaching the point where it's not approaching an infrastructure emergency. He thinks we're at that level now and well passed it.

Member Smith said Ms. Coffey mentioned it was caused by a water hammer. The thought of a 48" pipe at 100+ pounds of pressure, a water hammer would be frightening. There's a lot of power there. He asked Ms. Coffey if there are any backup electricity plans so they don't have pumps fail like that. Ms. Coffey said that's a great question. She said they were running their generators in storm mode so that if they had a power disruption, they would be able to do the best they could. She said that is not enough. They've got to build a capital project at that facility. The mayor asked her the same question. He told her this doesn't make a lot of sense. He asked her why a power disruption would create

this kind of damage. She said her response was she wasn't there when they designed this. The engineers who were there clearly didn't think about that at the time. There is backup power. In an effort to explain it, she said using the size of the pumps that they have, when you start a generator, it's not going to pick up that load right away. With electricity, you have to synchronize the power to make it work, to keep it from tripping out. They're working that. She thinks they're going to have to build a capital project somewhere between $10 million and $30 million at that station to keep that from happening. It's the way it's piped. It was the way it was designed and it's not tenable anymore.

Member Smith thanked her and said he agreed with Member Staudt that this is a point where they need to bring Oakland County, the state and the federal governments together to find a good solution for this. Oakland County is the economic engine of Michigan. He said we can't have this stuff happening in Oakland County.

Member Heintz said he appreciated Ms. Coffey being there. He appreciated the work her team had done and the work that the city staff had done as well. He appreciated the detailed answers she had given to the residents' concerns. He said he has been wondering what caused the issue. He said Ms. Coffey said it's not development; it's related to a power disruption. In terms of other potential causes like the water, the pipe or the ground around the water, he asked if there could be attributing factors. Ms. Coffey said they've done a tremendous amount of work in this area. She said it's a good question to be thinking about—what else could it be? She said they've inspected well over a thousand pipes, thousands of pipes in this section. They call it from Inkster all the way out to the lake at Walled Lake, that whole 14 Mile section. They've done renewals when they find pipes that are in a failure mode or getting to a strength limit that they need to be renewed. They've renewed 66 pipes along this line. They've inspected pipes multiple times. When they had the failure in September, when they went back out to the pipes they had inspected recently, they had degraded significantly faster than what was anticipated. She said she thinks this is about the pipe integrity of this pipe on 14 Mile Road. She said they have other pre-stressed concrete cylinder pipe. She said don't get her wrong, there are other pipes that have problems. This one has a significant number of repeat problems more than others, so she thinks it's the pipe.

Member Heintz said he is not trying to speculate, but he didn't know if they had already thought through all the other potential factors like the water, microplastics, any contaminants, etc. that could lead toward degradation. He said there is probably no way of knowing. He said his next question is if there are things the residents or the City can do to help protect the integrity of the pipes as they currently stand or as they will in the future. He asked her what advice she would give to the City or the residents that they can do to help with the durability of the system.

Ms. Coffey said Novi is very connected with GLWA. She said one of the things, they had it right: they stood up out of the bankruptcy. They have a member outreach. She said they serve 3.9 million people in eight counties in the state with water. They have about 80-90 meetings a year with their member partners. Novi is very well represented in those

meetings. Novi chimes in. They have a capital plan. They have meetings to talk about what they're going to build next. They have good communications and they work well with the Novi team. She said Novi has good staff. They're engaged and ask the right questions. The Novi team pushes GLWA when they need to be pushed. They support GLWA when they need to be supported. She feels like that is very solid and they can continue to do that.

Ms. Coffey asked what needs to happen next. She said they're going to get out of the emergency. What happens next is they're going to have to have regular engagement again with staff to figure out how to go forward. She has every expectation that the Novi team will do that. She thinks that's the best thing because the decisions they make clearly affect Novi residents. That means the residents' voices need to be heard. She said you hear the care and concern from her, but they need the care and concern directly from Novi and Novi's perspective and they are getting it. She thinks that is really good. She said she doesn't have any reason to believe that there's anything in the water itself that is creating any of this. She also doesn't think there is anything the residents can do. That's why when she thought about coming to the City Council meeting and listening to the frustration and the anger, it's absolutely reasonable. She said the residents are in a situation they don't have any control over and it's affecting their lives terribly. She thinks the residents are doing what they need to do. They support the Council and the Council is engaged in the meetings. She said she and the mayor have been talking about having a meeting with these legislators and Oakland County. She called today and they talked about bringing Oakland County into this conversation. She thinks that is their best bet.

Ms. Coffey said they had 60 meetings with the state legislators last year, asking for money for their needs. She said they go to D.C. twice a year. She's going next week to ask. She'll be going again in April and September. She said the water system problems that Novi is experiencing are not unique to this area. They've talked about how the GLWA system as a whole has aged 16% over their useful life with a billion dollars to get caught up. It's not a good situation, but they are not alone in that. In the older communities, pipes are starting to age out. She said if you look around the country, this is a problem. They talk about fixing the roads. They need to fix the water pipes. This is all across the country. She said the best thing they can do is go see what support they can get from the state and the federal government. Those are the bodies that have the kind of money they're going to need to work through this.

Member Heintz said one of the things the residents can do is reach out to elected officials and representatives to encourage them. Ms. Coffey said yes, that's true. That is something the residents can do. Member Heintz said in terms of another "outside the box" idea, would it be helpful for residents to document things like when their faucet gurgles or anything like that that could be useful. Ms. Coffey said not that she can think of right now. She thinks advocacy is important.

Member Gurumurthy thanked all of the parties involved and then said she heard in September the idea of a whole inspection. She said they have heard about the integrity of the pipes, aging of the pipes, but, she asked, is there a way they can see, holistically

looking at all the pipes, where the water serves the City of Novi, what the aging looks like right now. For roads, they have pacer scores, but what is it, like which pipes, what's the age, is there something like that so they can understand the real situation? Ms. Coffey said if you look at an engineer's desktop analysis, and you look at the type of pipe and the age of the pipe, those give you good indicators because there are book values that you can look at and say I need to replace 2% of my system every year, the oldest 2% for 50 years. That way, you always have renewal. If you've got a hundred year useful life on your pipes, which a lot of pipes are, inside the pipe is much harder. When water pipes are built, they're not built for people to get into them. In fact, they're built intentionally to keep people out of them so that the integrity of the water, the water quality is good. When these pipes were built, many times, there were not access ways. This is why they loop the pipe--so you could take a part of the pipe out and do an inspection. The best thing you can do is get in and do the inspection and have experts in the pipe from the inside. They don't have a lot of water pipes you can just take out of service and do that. The local pipes are too small to do that, obviously. So, the technology they use has three phases. They have what is called a small ball where they float this ball down the pipe, in the water. It's sanitized. They put it in, it floats, it listens and it can find if there are leaks. If there are leaks (and all pipes do at some point), you will know about it. It's not the same as the local pipe. Their pipes are under a huge amount of water pressure, so they put that smart ball in to listen for leaks at joints and these types of things.

Ms. Coffey said they also have this pipe diver technology that they're using. It is much more sophisticated. In pre-stressed concrete cylinder pipe, it can measure the continuity as it runs through that wire, that single wire that wraps around the pipe and it can tell them how good of shape that pipe is in. They've been doing that inspection. That's the kind of inspections they have been doing. They call them electromagnetic inspections. It's smart because people generally understand what an electromagnetic field is. That's the kind of inspection they did on this pipe that just broke five years ago with zero defects. The question becomes why is it degrading so fast? She said from an inspection place, there is a third thing they can do in the pre-stressed concrete cylinder pipes: put acoustic fiber optic cable in it and put a monitoring device on and listen. When the wires break, there is a ping and it can record it, the data collector can send that information to them and they can look at the data. She said she had been talking with one of the staff members about the fact that the Novi staff may have used some of this technology. These are the kinds of things they do in these 80-90 meetings a year is share technology. Not all that technology can work on smaller diameter pipes. She said to Member Gurumurthy is they're looking for technology that works on the pipes that serve Novi, the best bet would be more technologies about water pressure at different places, water modeling, that sort of thing. She thinks Novi is a fairly sophisticated community. Her guess is that the Novi staff is up on technology, but GLWA can certainly share that information.

Member Gurumurthy said this particular pipe was inspected five years ago with zero defects. Ms. Coffey said this was correct. Member Gurumurthy said it would be helpful if they could see a visual or a map of the pipes in Novi that includes when it was last inspected and if there were any defects detected. She would like to see what the current

situation looks like. Ms. Coffey clarified that Member Gurumurthy was talking about GLWA's pipes that run through Novi. She said they could work on that with the Novi staff.

Member Gurumurthy said in terms of the aging, she is hopeful that GLWA has already put a plan together. She said, of course, they need the money, but is there a plan in place based on the aging that GLWA will be replacing or doing something? Ms. Coffey said they have spent a lot of time on the 14 Mile Road pipe. They absolutely have a plan for inspections and re-inspections. This was strategic renewal. You inspect it. If it's got a defect or enough defects that you've got to replace it, you go in and there are in-pipe ways they can renew these pipes. You can dig them up and you can replace them or you can get in the pipe and do this carbon reinforced polymer wrap. They've done that. That was their plan and that's the plan they were working. Yes, they have a plan and they've been working that plan for the 14 Mile Road pipe. Unfortunately, the plan is just not sufficient. It's not working. To have been in a pipe that's supposed to have another 50 years of useful life, they were in it five years ago and it had no defects, and then to have it fail means their plan is not working. They need to do something else. Ms. Coffey said she hears Member Gurumurthy. They will continue to do that. In fact, it's very effective in other parts of the system. There's no doubt about that. She said she's not suggesting it's not good; she's saying it's not good enough for this pipe. Member Gurumurthy clarified that they will be revising the plan to look at better options and then share that information with City Council. Ms. Coffey said yes. It will likely be a combination of replacements, maybe more frequent inspections, maybe putting that acoustic fiber option cable in more lengths of the pipe. Ms. Coffey said there are different options that they've got to work through because the circumstances that happened on Saturday have got their minds reeling about what they can do. They're going to sit with their engineers which is why they have their experts working on this and they're going to develop a plan. They'll develop it in coordination with the six communities that have a vested interest in GLWAs pipes through this common area.

Member Gurumurthy said, in a corporate world, when they have this, an RCA, they also expect that within a couple of weeks, they'll have figured out what that plan is and how they are going to do it. The money part is a piece of it as well. It'll be good to see the plan in a week so they'll know what is going to change in terms of taking care of that pipe. Ms. Coffey said she thinks they have to have a new plan for this 14 Mile Road pipe. She's not sure they'll have a plan in two weeks, but they'll absolutely share it with the Council when they have it. Ms. Coffey said when GLWA stood up out of Detroit's bankruptcy, one of the things they committed to is collaboration. When they talk about collaboration, they talk about shared decision-making and they really do it. It's not just an outward communication, but they bring that information back and together, they decide. That's how the plan will be developed for this pipe as they go forward. She said they talked about it during their emergency operations center meeting. This is the very structed way they handle an emergency. It's an incident command system. It's what came up after 9/11. Government agencies have been trained in this. The morning of the Council meeting, in their emergency operations center meeting with all the communities there, they talked about the fact that they needed to have continued meetings to develop this plan collectively.

Member Gurumurthy asked if there are any other pipes that serve water in the same risk zone. Ms. Coffey said yes, there are. GLWA has 120" pipe up in Port Huron that broke three years ago. It was pre-stressed concrete cylinder pipe. A couple of weeks ago, they had a similar 36" pipe on Gratiot Avenue between 24 Mile Road or 25 Mile Road that a utility contractor hit. They used that opportunity when they replaced that pipe to get in and inspect it. They found two pipes in what they call incipient failure, already failing. They replaced those pipes. Detroit had a huge water main break last year. It was GLWA's pipe. It was a 54" welded steel pipe, not the pre-stressed concrete cylinder pipe that should have had another 20 years on its useful life. It broke and created a public safety emergency. 200 families were re-located until that area could be made more inhabitable. Their homes could be. There was so much water. The news gets it right when it looks like a river. It's a lot of water. There are problems everywhere. She said right now, this pipe is their singular focus. She said this many breaks on this pipe is not something they are seeing in the other pipes. There are other high-risk pipes for sure. Member Gurumurthy said she is hoping they'll be highlighted in that visual. Ms. Coffey said in the community of Novi, she doesn't know if there are other high-risk pipes like that, but they'll look that and get that to the Novi team. Member Gurumurthy said she believes it is important for them to know that.

Member Gurumurthy said her next question is about monitoring. She said GLWA's monitoring has been more reactive than proactive. She said Ms. Coffey had mentioned a lot of different monitoring options. The question is when something like this happens next time, are there proactive measures they can be put in place now so they know even a few days ahead that there is going to be a risk because they can see pressure or some kind of threshold or marker that they always want to stay below. Ms. Coffey said the best monitoring for that would be to put that acoustic fiber optic cable in there and listen to it. That's how they can tell how these specific pipes are degrading. She said they are putting some of that in for the very first time in part of that pipe that is west of M-5 on 14 Mile Road. Member Gurumurthy said in GLWA's plan for this pipe, that should hopefully be there. Ms. Coffey said if you're not replacing it, yes. You cannot monitor steel pipe that way. It's not the same. They look for pressures. They try to stay under standard pressure thresholds. They look at ages, they look at condition leakage, the number of leaks. She said these particular pipes fail catastrophically. When she says that, she means they blow apart. That's what Novi sees. A lot of the other pipes will leak. When they leak, you can get into them. She said they repair a lot of pipes that leak and the public doesn't know about it because they haven't burst apart. The type of pipe determines the type of monitoring. She said she understood where Member Gurumurthy was going with that question: what can they do to be proactive? That's why she said they'd done thousands of pipe inspections on 14 Mile Road. They've done 66 proactive pipe renewals already. Those are pipes that they thought were in danger. They see those as avoided issues. They are being proactive, but it's just not enough. They need to do more. They need to do something different.

Member Gurumurthy said overall, she is looking forward to the plan, the change in plan or the new plan. For sure, she said they are looking at the overall infrastructure because

she thinks this was something that they mentioned during the September incident. She is part of the Public Utilities Committee. She wants to see where the infrastructure is today, when it was last inspected, how the pipes "score" (or whatever measure they use to determine how the pipes are aging). This will help them understand the risks. Member Gurumurthy said while she had Ms. Coffey and her team there, she knows as part of the committee, that they've been trying to understand the progress on the 42" transmission. There is a plan, there is progress made, but they'd like to know if they are on schedule. Ms. Coffey said yes, they are on schedule. She asked one of her team members, Pete, if they are ahead of schedule. He answered and said they are on schedule. Member Gurumurthy clarified that it will be the end of April and Ms. Coffey said yes. Ms. Coffey said she was checking with Pete because they talk about the progress all the time and Pete had mentioned that they would most likely get a question about that at the meeting. Ms. Coffey said they are on schedule. She also said one of the reasons April is important is the water use starts to come up. Water demand comes up when people start using water for irrigation. They consider that peak season and they want to be out of that construction before the peak season. Member Gurumurthy said she is happy to hear they are on schedule.

Member Gurumurthy said she had a request. As part of the Public Utilities Committee, they have this project and then they are looking at the plan. She said they would like to collaborate and request that a representative from GLWA attends, especially because this project is going to go through June. Then, something will come out of it like the discussion they are having right now with a plan. She said she thinks they need to stay connected. She thinks GLWA should send a representative to their meetings once a month. She said she is sure Council will want Ms. Coffey to come back often. So, for the committee's sake, they need a representative there until they all get a little bit more stable. That way, they can ask questions and they'll understand where things are going. Ms. Coffey said they can do that.

Member Martinez said he appreciated the points that had already been made. He also appreciated that Ms. Coffey and her team were there. He said he would like to hear from her more and not just when it is bad, catastrophic situations. He said Member Gurumurthy has been a valiant chair of Novi's Public Utilities Committee. One of the things she and the Novi staff have been trying endlessly to do is get somebody from GLWA to come say hi, tell the committee what GLWA is doing and how Novi and its residents can help in the process. Council has a role in this to communicate with the residents and to make sure they are aware of what is going on. He said at their last meeting in February, the last spreadsheet they saw from GLWA regarding the other transmission line had not been updated since November. That's a communication deficiency. That is something that means they are not getting the information they need to be able to inform the residents. He would like to see that be a priority for GLWA moving forward. He doesn't mean it has to be every detail, but things like are the benchmarks being met, is the plan moving forward as they intended to and where is it going.

Member Martinez said he echoes the appreciation for the Novi staff who worked a lot of long hours over the weekend to make sure the Novi residents stayed in the know,

coordinating things, balancing things, trying their best to make sure that people in the community had the information they desperately needed. He thinks the Novi residents are, by and large, some of the most understanding, accommodating, community-based people that they'll find. They are rightfully fed up and they've been hearing this over and over again like clockwork. It's frustrating for them and it's frustrating for him that it doesn't seem like they've made progress. GLWA patches the pipe, they fix what needs to be done and then everyone forgets about it until the next time and that's not going to cut it anymore. He said Mayor Fischer is right in calling it an infrastructure emergency in Novi. He said he cannot impress that upon Ms. Coffey and her team enough. He believes people would have more sympathy for GLWA and the financial situation they are finding themselves in if they recognize that, too, and start using those terms. He said Novi is one of the primary economic engines for Oakland County, the State of Michigan and they are talking about millions of dollars in economic loss over the last several years because of these water issues. When he hears Ms. Coffey say that the problems are not unique, he asked her if she could share any other community in GLWA's service area that has gone through five or six water issues like this. Ms. Coffey said no, she thinks this is the worst. Member Martinez said Novi is unique and Ms. Coffey agreed. She said they have a lot of infrastructure in Detroit. Detroit has a lot of issues but not repeated and not on the same line of pipe.

Member Martinez said when GLWA came to Novi a few months ago, they told the residents that they were finding that some of the concrete pipes were degrading and not keeping up with their projected lifespan. He thinks he recalled that they said the pipes were failing some 10 years earlier than expected in certain areas. He said this pipe managed to degrade in five years in some way. He said he understands there was the issue with the surge, but the pipe wasn't able to withstand that. He said over the last five times that they've had to do this, it's not become a surprise to people in Novi. He doesn't like that for GLWA and he doesn't like it for Novi. He said he has to take some exception with a comment Ms. Coffey had made with Channel 7 before the meeting when she mentioned that this one was a surprise to her. He said her surprise came as a shock to him because Novi residents weren't surprised. The people he has been talking to have been vocally concerned about this for some time. They have not been saying *if* it happens again, they're saying *when* it happens again because this is what they've become accustomed to. He said this Council's Public Utilities Committee has repeatedly asked for information. They could go through the Council's minutes because they have brought up the fact that they were concerned about *when* it would happen again. Not even six months later after the last one, it came. He said Novi does not take pride in being correct about that, but he thinks it's a sign that they seem to be aware of the issue and they'd like for GLWA to have some appreciation of that perspective because that is what the Novi residents live with. There are a lot of vulnerable populations in Novi. There are a lot of folks aging in place in Novi. Not having water for a day means someone may not be able to use their CPAP machine. It means that someone may not be able to use a lot of medical devices that they depend on. It's not just a minor inconvenience in Novi. When you're on the fifth, hopefully not the sixth, time, he really hopes they can get a plan put in place.

Member Martinez said she also mentioned in the Channel 7 story that insurance is not covering the damage from these issues. He said he gets it. Most of the residents that dealt with the flooding live in Farmington Hills. He said that she said residents should first go to their insurance companies and then he asked her what she said they should do after that. Ms. Coffey said she told them they should go to the city. Member Martinez asked why it is the City's responsibility. Why should they hold the bag for GLWA's system failures? Ms. Coffey said the way they do this is GLWA works directly with Novi, their contractual relationship, not directly with the residents. Then, Novi can negotiate or talk to GLWA or both parties can talk about what they're going to do in these situations. That's how they handle it. Rather than GLWA handling every one of their 3.9 million customers in 80 communities, they have residents go to their communities and then talk to them. They sit down and have conversations about what they're going to do.

Member Martinez asked how many payouts or how much has been paid out by GLWA pertaining to these issues in Novi's area due to the flooding from the catastrophic failures. She said she did not have that number. She could not tell him. He said when it comes to the power interruption, he read the press release that went out. He said they are not seriously blaming DTE for this. Ms. Coffey said DTE has a level of service that they did not make. GLWA has a level of service to Novi that they did not make. Member Martinez said it sounds like the power systems worked exactly as planned on their end. GLWA had backup surge protection. It worked as designed, as he understood her comments. Ms. Coffey said the transformer being out the way that it was, that's not as designed. There are two transformers, there's a generator that worked. She said the idea that it would create a pressure surge is something they're going to have to protect themselves against power failures. They're going to have to design it in. They're going to have to build it in. They're going to have to protect themselves from that circumstance. Member Martinez asked if that is already built into any other part of their service area. Ms. Coffey said it's not common. Member Martinez asked in what situations does it typically present itself as common. Ms. Coffey said it manifests in this particular facility more than others, but it's always the case. All water systems will have a valve that closes, a pump that turns off. That's very common. She asked if they need to be tougher against that. She replied yes, you bet, they absolutely do. That's why she was saying that they're working to build a capital project to protect themselves against that.

Member Martinez said they've established that Novi is in a unique position and this is an issue that keeps coming up repeatedly time and time again. He asked Ms. Coffey where does the replacement of the 14 Mile transmission main fall on GLWA's capital priorities. Ms. Coffey said she would say it's at the highest of the priorities now. Member Martinez asked if that means that they should expect a plan over the new few months about possibly replacing that, putting a price tag on it. Ms. Coffey said she would expect that they will have it. She's not sure where it's going to fall. She said they will have to take a look, see where it will fall, when it'll start, what it'll look like. They're not even sure what it's going to look like quite yet. She has told them a few things they are rolling around like maybe doing wholescale replacement of some portions of it, perhaps inspections and AFO in other portions of it. She said she would expect that they'll know how it'll look in a couple of months. They'll have a plan that they'll move forward with. She said it won't be

an engineer's plan, but it'll be a conceptual plan. Member Martinez asked if that plan will be something GLWA will be willing to share with Novi's staff in a couple of months or so. Ms. Coffey said they will develop it with the communities, so when the Novi representative comes, they will sit and develop the plan with them. The representative will have the plan and they will have access to it.

Member Martinez echoed Member Gurumurthy's point that it is really important that the GLWA team get together with the Novi staff to help them identify the aging infrastructure that exists in the city. Then, they can be more knowledgeable on the Council. They'll be able to help make the residents more knowledgeable about the situation. The left hand will know what the right hand is doing. He said he'd be honest with Ms. Coffey: there were numerous times this weekend when he did not feel that was the case. Ms. Coffey said she was sorry that happened and that they should do better.

Member Martinez thanked her for being at the meeting. He said he knows her team puts in a lot of work on these issues. If and when (and he hopes when) they plan a lobby day at the State Capitol or in Washington, he said she can put his name on the top of the list because he'll be there. This is an issue that they cannot afford to overlook any longer. They need to get it fixed. He said they cannot keep having this conversation every few months because something else happens and goes wrong in the system. It just can't. He promised her, from his perspective, he'll be a partner with GLWA in any way he can to get it done. He hopes they meet under better circumstances moving forward. Ms. Coffey said she wholeheartedly agreed.

Mayor Fischer said one question just came up as he heard a lot of the discussion as it relates to the electrical issue. If the pipe had been replaced with a steel pipe, would that electrical transmission have caused the same issue? Ms. Coffey said it might have shown up in another pipe, one of the other pre-stressed concrete cylinder pipes, but they wouldn't expect it to happen in a steel pipe, no. Mayor Fischer said the construction of the current pipe and the degradation probably has more to do with it than any sort of electrical. She said she wouldn't say that for this reason. The transient waves that come can be very, very high pressure and even the best systems might not be able to withstand them. That's why they're getting to a point where they feel like they just have to re-design the pump stations to deal with the power outages because they're coming more and more frequently. She said these come in a fraction of a second. They have to put very, very sensitive instruments in the pipes just to detect them. They can see data every minute, you can see the pressure spike, but if you look at the half-a-second data, the pressure is through the roof. Those types of things they have to design out and build out protections against those transients. That's another big thing they've got to do. They've just got to do it and they've got to start making sure they're protecting these pipes. Mayor Fischer said It's not just the pipe infrastructure; it's the other infrastructure that supports the pipe that needs to be thought outside the box. Ms. Coffey agreed and said they might need to redevelop how the pipe is configured such that that pressure wave can get dissipated and doesn't travel its way down the pipe. Those are the types of things they're looking at.

Mayor Fischer said he appreciates her joining them for the meeting. He said her team like the Novi team has got very little sleep over the weekend. Since the weekend, he has definitely been starting to feel a sense of urgency. He said as they've talked about communication, she has been taking the feedback and he feels like Council gave her a lot of additional feedback to consider. He hopes she'll endeavor to heed this advice because all they'd like is to see her there, in a pleasant meeting environment as opposed to the one they were having. He knows there are a lot of follow-up action items. He hopes those happen expeditiously.

Council took a break from 8:36 p.m. – 8:42 p.m.

2. Consideration of approval of Change Order No. 7 to Mattioli Cement Company, Inc. for the 2025 Neighborhood Road Program – Concrete Streets to add the Villa Barr Art Park Concrete Paths, in the amount of $153,018.

CM 26-03-026 Moved by Casey, seconded by Smith: MOTION CARRIED 7-0

Approval of Change Order No. 7 to Mattioli Cement Company, Inc. for the 2025 Neighborhood Road Program – Concrete Streets to add the Villa Barr Art Park Concrete Paths, in the amount of $153,018.50.

Roll call vote on CM 26-03-026 Yeas: Heintz, Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy
Nays: None

3. Consideration of a resolution requested by Island Lake of Novi Community Association's to participate in the Michigan Department of Natural Resources Goose Nest Destruction Program.

Member Heintz asked if there was a representative for Island Lake in the audience. He said one of his former gigs was working in animal welfare at the Detroit Zoo. He has a heart for proper care and wellbeing for animals whenever they can. He wanted to ask what had been done previously to discourage Canadian geese from utilizing the area including having longer vegetation or a decreased amount of fertilizer use. He asked if any of that had been done, not in the entire area of Island Lake, but at least in targeted areas.

Mark Campbell said he is the President of the Island Lake Association. For the last five years since he has been living there, prior to them living there, they do annual goose, nest and egg destruction and that's through the State. Starting in 2000 with COVID, the State no longer allowed them to do what is called a goose round-up where they take the geese, euthanize them and leave them. Since 2020, they have not been able to do that. They've tried everything. The excuse the State gave them was they couldn't do it because of bird flu. Since then, they've tried multiple things like trying to clean up the area, putting up decoys, using irrigation, using different flags, etc. He said this is basically concentrating on their beaches. That's where they're having the most problems. No one wants to go to the beach and walk through goose droppings all the time. When they're seeing 50-60 geese

out there, it's really tough for them to do this. They're seeing more and more geese. They can only mediate the nests and eggs around the lake itself, but the geese have gotten smart and have started to go out further into the marsh area where they are not doing the egg and nest destruction. That's why their population is continuing to grow. They cannot keep up with it. They already do the nest destruction, but the second part is the goose round-up. Normally, the state won't even look at that unless the county has actually shut down the beach. Last year, they were shut down for six weeks because of E. Coli at our beaches. He said they said that they needed to get approval from the City before they can actually get approval from the State to do a goose round-up.

Member Heintz said he didn't answer his question. He asked Mr. Campbell if they had tried doing landscaping habitat modification. Mr. Campbell said because this problem is on their beaches, they can't put vegetation around beaches. Member Heintz said no, you can't put vegetation there, but have they tried putting it in the other surrounding areas. The birds will need an area to feed. They'll graze on short grass at nearby areas. Mr. Campbell said they have lots of grass in the area that they feed on, but they congregate at the beaches mostly.

Member Heintz said he'd make a simple request: examine the materials that are available for them to try rather than euthanizing the birds. What other activities could they do to discourage the birds from coming around? Maybe it's not having lush, well-fertilized grass that's short and enticing for them to eat or other things like that. Mr. Campbell said he thinks he'd have an uproar if he didn't have lush, lush grass that the residents want. He said he guesses it's one or the other. They don't want to go through their beautiful community and see there is very little green grass because of the geese. It's one of those things that's kind of a Catch-22. They're now in the process of looking at getting rid of coyotes because people are worried that the coyotes are going to eat their animals. It's the next thing. They've got a deer population problem. He said they live in the woods. They understand that, but this is a problem that they can't use their beaches because the geese have progressively gotten more and more and more.

Member Heintz said what he was hearing is that the residents in Island Lake are doing a poor job of coexisting with the animals and they're just trying to get rid of everything. He said that is not an answer he was particularly fond of hearing. He said he will not support that tonight.

Member Martinez asked City Manager Cardenas if this property is over on the north end. He said the packet said this was Walled Lake and Shawood. City Manager Cardenas apologized and said no, this property is over on the west side on Island Lake. Member Martinez said he asked because he was concerned that maybe this was something having to do with Lakeshore beach closures that have happened with increased E. coli. That would be something he'd be interested in discussing. He thinks this makes sense for the community and he is happy to support it.

CM 26-03-027 Moved by Martinez, seconded by Gurumurthy: MOTION CARRIED 5-2

Approval of a resolution supporting the Island Lake of Novi Community Association's request to participate in the Michigan Department of Natural Resources Goose Nest Destruction Program for Island Lake.

Member Smith asked for clarification. He said Mr. Campbell had mentioned a goose round-up. He said that is not what this motion was for. He said this is just nest and egg destruction. Mr. Campbell said there should be a second part to this. He confirmed that they did make the request for not just the nests, but also for the goose round-up and he wasn't sure why it had been omitted. Member Smith said that was not included in the packet. City Manager Cardenas said the information he received included just the nest and egg destruction. Mr. Campbell said he would need to look into it. He said they usually do get approved for the egg and nest destruction; it's permission for the goose round-up they were looking for.

Mayor Fischer asked City Manager Cardenas if Council will be seeing this again and City Manager Cardenas said yes. Island Lake had sent a letter that included a program request that talks about the round-up. It doesn't talk about the destruction of the eggs; it just talks about the round-up. He said Council could vote on the destruction and staff could bring back the round-up resolution after that because the resolution does not refer to the round-up.

Roll call vote on CM 26-03-027 **Yeas: Martinez, Smith, Staudt, Fischer, Gurumurthy**
Nays: Casey, Heintz

5. Consider a contract with Howell Design Group to serve as the City's Technology/Security design firm for the 2025 Public Safety Bond Facilities project, in the amount of $300,000.

CM 26-03-028 **Moved by Smith, seconded by Heintz: MOTION CARRIED 7-0**

Consider a contract with Howell Design Group to serve as the City's Technology/Security design firm for the 2025 Public Safety Bond Facilities project, in the amount of $300,000. Final form of the agreement is subject to review and final approval by the City Attorney and City Manager.

Roll call vote on CM 26-03-028 **Yeas: Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez**
Nays: None

4. Consideration of approval to award the Novi Road Median Drainage Improvements, 12 Mile Road to 13 Mile Road, project contract to Santos Cement, Inc., the qualified low bidder, in the amount of $577,719.

CM 26-03-029 Moved by Casey, seconded by Gurumurthy: MOTION CARRIED 6-1

Member Smith said he agrees that those medians could use some work. He's not sure he'd like to spend over half a million dollars to do that work. He'd like to see a lower-cost option.

Approval to award the Novi Road Median Drainage Improvements, 12 Mile Road to 13 Mile Road, project contract to Santos Cement, Inc., the qualified low bidder in the amount of $577,719.

Roll call vote on CM 26-03-029
Yeas: Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez
Nays: Smith

6. Consideration of a request from OCK Company Inc (DBA: K-Bunsik) for a special land use request for service of alcoholic beverages and for a new Class C quota license to be located at 24267 Novi Rd, Novi, MI 48375 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders.

City Manager Cardenas said this was postponed until this meeting for consideration. He believed the petitioners were in attendance to answer any questions Council may have. Again, they have only one quota license and two requests. This is the first of the two. Mayor Fischer asked the petitioner if they'd like to make any comments on their application.

The petitioner stood and introduced herself as Ockkyoung Kim. She said she is the owner of K-Bunsik in Novi. They first opened in December 2023 as a Korean casual dining restaurant, serving Korean street food in a warm and welcoming setting for the community. Not long after opening, she suffered a serious hot oil burn injury while cooking. Because of that accident, she had to go through a long recovery and their restaurant was forced to close temporarily for about 14 months. After completing her treatment and working hard to prepare the restaurant again, they were finally able to re-open it in October 2025. The opening was very meaningful to them because it gave them the chance to rebuild not only their business, but also the connection they have with their customers and the Novi community. Since the re-opening, they have remained focused on providing quality food and a positive dining experience. They respectfully requested a liquor license so they can offer beer and wine that pair well with their menu and better meet their customers' expectations.

Member Martinez said he really appreciates it when they have small businesses that have really pulled themselves up to get to where they are. He said he appreciates that they have chosen Novi to be the place where they want to have their business succeed. Council has a list of criteria they are supposed to apply when they have these decisions in front of them. He believes this business checks every box because of the location that they're in and the uniqueness of the service they provide where they are. In other areas of the city, these licenses are a little bit more common. It's easier for people to get from one and walk right over to another. The area where this restaurant is located has slightly fewer. He thinks having a liquor license in this area enhances the area to have this license

at their restaurant. He appreciates how meaningful it is for them to be in Novi. He said he also views it as very meaningful to have them in Novi, too. He hopes to be able to come get some japchae very soon.

CM 26-03-030 **Moved by Martinez, seconded by Gurumurthy: MOTION CARRIED 6-1**

Approval of a request from OCK Company Inc (DBA: K-Bunsik) for a special land use request for service of alcoholic beverages and approval of a new Class C quota license to be located at 24267 Novi Rd, Novi, MI 48375 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders. The addition of a liquor license will complement the area and provide residents with a dining option which will foster or generate economic development or growth within the City, in a manner consistent with the City's policies. The applicant appears to qualify for a license under the City's ordinance. It also meets the requirements of Section 4.89 of the Zoning Ordinance because:

I. The establishment will promote the City's economic development goals and objectives and will be consistent with the City's master plan and zoning ordinance.

II. Given the character, location , development trends and other aspects of the area in which the proposed use or change in use is requested, it is demonstrated that the use will provide a service, product, or function that is not presently available within the City and that is unique to the City and is in character with the location and will be an asset to the area.

III. The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, since it is an existing restaurant, and will not have any appreciable negative secondary effects on the area, such as:

a. Vehicular and pedestrian traffic, particularly during late night or early morning hours, that might disturb the area residents.

b. Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.

c. Excessive number of persons gathering outside the establishment.

d. Peak hours of use that add to congestion or other negative effects in the neighborhood.

e. Fighting, brawling, outside urination or other behavior that can accompany intoxication.

Member Gurumurthy said best wishes to Ms. Kim. She said she appreciated Ms. Kim explaining how they re-vamped the restaurant. She likes to support local businesses when she can see the amount of effort they have put in to bringing their business up.

Roll call vote on CM 26-03-030 **Yeas: Fischer, Casey, Gurumurthy, Heintz, Martinez, Smith**
Nays: Staudt

7. Consideration of a request from Shake Shack for a new Class C quota license to be located at 43335 Crescent Blvd, Novi, MI 48375 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders.

City Manager Cardenas said to Mayor Fischer that he had just granted Council's last quota license, so there are no more left to grant. He asked City Attorney Schultz to correct him if he was wrong, but he believed the only option would be Option 2, which has to be voted on because it is legally necessary. City Attorney Schultz said he agrees with that and he suggested that the motion maker now also add to the motion that it's denied because Council doesn't have a quota license to give.

CM 26-03-031 **Moved by Martinez, seconded by Casey: MOTION CARRIED 7-0**

Denial of a new Class C quota license to be located at 24267 Novi Rd, Novi, MI 48375 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders because there are no remaining quota licenses to grant.

Roll call vote on CM 26-03-031 **Yeas: Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer**
Nays: None

8. Consideration to adopt a resolution placing a question on the August 2026 ballot, whether to authorize the City to levy a new millage for specified Capital Improvements and Projects of up to 1.0 mill, for a period of 10 years, beginning with the 2027 tax year.

City Manager Cardenas said this is in accordance with the directions City Council gave at the last meeting. It's the 1.0 mill, 10-year period, similar to what was done 10 years ago. This is the official action that will place it on the ballot with the language that will appear on the August ballot.

CM 26-03-032 **Moved by Staudt, seconded by Casey: MOTION CARRIED 7-0**

Consideration to adopt a resolution placing a question on the August 2026 ballot, whether to authorize the City to levy a new millage for specified Capital Improvements and Projects of up to 1.0 mill, for a period of 10 years, beginning with the 2027 tax year, including

authorization to City Manager and City Attorney's office to finalize language for same.

Member Martinez said he is happy to support this as presented. He wanted to echo the comments that had been made previously. He really thinks they should take advantage of November ballots where the turnout is higher and where more residents can be involved. He's concerned that when they get into the lower turnout elections, even though they are putting together a very good idea and something they think will succeed, he worries tight margins don't allow for a lot of wiggle room. He would hate for it to come up on the side that they don't want because they want this to pass. He'll make sure he does everything in his power to make sure it passes and he'll support it. He just wanted to put that on the record.

Roll call vote on CM 26-03-032 **Yeas: Gurumurthy, Heintz, Martinez, Smith, Staudt, Fisher, Casey**
Nays: None

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT:

Megan Zatkoff, 50735 Chesapeake Dr, lives in Island Lake. She wanted to add to a couple of the comments given earlier about the water situation. She wanted to hear everybody out, but one item did not come up that she wanted to bring up. It happened in the most recent break, but it also happened at the last break. She discovered the break at a fairly early hour in the morning. The Novi website was not updated with any kind of notice. In the fall, she called the non-emergency line for the police department to get confirmation of what was going on. This time, she got an update on Facebook, but she wanted Council to be aware that sending out the text earlier would have been a critical update. She believes it came about 6:45 a.m., but the break had occurred at 4:30 a.m. Getting the text earlier would have been appreciated. Also, updating the website would help because not everyone would think of checking Facebook as their first line of communication. She also wanted to reiterate that as Novi goes through this period now where they have this other replacement and GLWA is still working on the portion west of M-5, they were left in this dwindling period with where they were with volume and whether or not they could use irrigation systems. She said she knows October was coming around, so everyone was closing systems, but now as they're approaching re-opening them, she would make sure that that's communicated to residents, so they are not putting undue stress on a temporary system.

Eric Brown, 24742 Portsmouth Avenue, said he had sent a text message to his small group at his church saying good morning, one less hour of sleep, no water, but we are blessed beyond all means and he truly means that, but Novi does have a crisis. He had the Council meeting minutes from October 6, 2025. He said in that meeting, Jody Caldwell stated, "We understand the public impact, the disruption in service, the lack of water and that they are going to be better than that." Personally, except for maybe a new

water line, he hasn't seen it. He said to the mayor that he had opened the meeting that night, before the CEO came up, saying that tonight is the starting point. If that's true, and if he had that in context, what was the October 6th meeting? Novi's preseason? He said in that same meeting, he had gotten up to say that safety must include safe, clean drinking water as a priority. He also stated that he has zero confidence in GLWA. That's still true. He asked Council to develop a plan and take action. He is troubled that tonight is the starting point. The comments made by GLWA are just empty words to him, based on their presentation last October. He asked the Council to please take action above and beyond what they would normally do.

COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES: None

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 9:05 P.M.

_____
Cortney Hanson, City Clerk

_____
Justin Fischer, Mayor

_____
Transcribed by Diana Charles
Customer Service Representative

Date approved: March 23, 2026

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval of Resolution granting the Novi Parks Foundation a one-time exemption from the City's policy regarding alcohol on public property for purposes of its July 24, 2026, "Pour on the Shore" fundraiser at Pavilion Shore Park.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

KEY HIGHLIGHTS:

- The Novi Parks Foundation is proceeding with plans to hold "Pour on the Shore" on Friday, July 24, 2026 at Pavilion Shore Park.
- The City of Novi policies and rules regarding alcohol consumption on public property requires an exemption to allow the consumption of alcohol at Pavilion Shore Park for the event.

BACKGROUND INFORMATION:

The City of Novi policies and rules regarding alcohol consumption on public property allow consumption under certain conditions at the Novi Civic Center, Township Hall, and the Novi Public Library on a permanent basis. Limited alcohol service is also allowed under certain conditions at the Novi Ice Arena and Villa Barr Art Park. For over 20 years, the Novi Parks Foundation has supported the City's Parks, Recreation and Cultural Services Department through fundraising and advocacy. The Foundation has provided funding for the re-construction of the Tim Pope Playground, Pavilion Shore Park development, Villa Barr Art Park artist-in-residency and park development, construction of pickleball courts at Wildlife Woods Park, youth recreation scholarships and more.

The Novi Parks Foundation hosted the "Pour on the Shore" beer and wine tasting event each summer at Pavilion Shore Park from 2015-2019. The event returned in 2023 to great success and has been held annually since. More than 300 people annually enjoy the event, which consists of music and dancing, food, and alcoholic beverages. The event has raised more than $100,000 since its inception.

Based on the success of past years' events, the Novi Parks Foundation is proceeding with plans to hold "Pour on the Shore" on Friday, July 24, 2026 at Pavilion Shore Park. The Foundation is requesting the ability to serve alcohol, including keg beer, wine

and bourbon samples, at the event. Under the existing City alcohol policy, consumption of alcohol is not permitted at Pavilion Shore Park and keg beer, and hard liquor is specifically prohibited at the City facilities at which the consumption of alcohol is permitted. The Novi Civic Center will serve as a backup location in case of inclement weather.

The attached resolution, which has been reviewed by the City Attorney, is a request for a one-time exemption from the City's alcohol policy to allow the Novi Parks Foundation summer fundraising event.

RECOMMENDED ACTION: Approval of Resolution granting the Novi Parks Foundation a one-time exemption from the City's policy regarding alcohol on public property for purposes of its July 24, 2026, "Pour on the Shore" fundraiser at Pavilion Shore Park.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION GRANTING THE NOVI PARKS FOUNDATION A ONE-TIME EXEMPTION FROM THE CITY'S POLICY AND RULES REGARDING ALCOHOL ON PUBLIC PROPERTY

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on March 23, 2026, at 7 P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, on March 8, 2010, City Council adopted a Resolution approving "Policy and Rules Regarding Alcohol on Public Property" allowing consumption of alcohol at the Novi Civic Center and Novi Public Library under certain conditions on a trial basis through October 21, 2010; and

WHEREAS, on September 27, 2010, City Council adopted a Resolution approving amendments to "Policy and Rules Regarding Alcohol on Public Property" allowing consumption of alcohol at the Novi Civic Center, Township Hall and Novi Public Library under certain conditions on a permanent basis; and

WHEREAS, on June 3, 2013, City Council adopted a Resolution approving amendments to "Policy and Rules Regarding Alcohol on Public Property" that also allowed consumption of alcohol under certain conditions at the Novi Ice Arena and Villa Barr Art Park; and

WHEREAS, the Novi Parks Foundation has for over twenty years supported the City's Parks, Recreation and Cultural Services Department through fundraising and advocacy; and

WHEREAS, City Council acknowledges and appreciates the support that the Parks, Recreation and Cultural Services Department has received from the Parks Foundation; and

WHEREAS, the Parks Foundation is planning a fund-raising event at Pavilion Shore Park on July 24, 2026; and

WHEREAS, the Parks Foundation requests to be able to serve alcohol, including keg beer and bourbon samples, at its July 24, 2026 fund-raising event; and

WHEREAS, under the existing "Policy and Rules Regarding Alcohol on Public Property", the consumption of alcohol is not permitted at Pavilion Shore Park; and

WHEREAS, under the existing "Policy and Rules Regarding Alcohol on Public Property", keg beer and liquor are specifically prohibited at the City facilities at which the consumption of alcohol is permitted; and

WHEREAS, the Novi Parks Foundation has asked that it be granted a one-time exemption from the "Policy and Rules Regarding Alcohol on Public Property" so that alcohol, including keg beer and bourbon, could be consumed at its July 24, 2026 event; and

WHEREAS, the City administration supports the request from the Parks Foundation for a one-time exemption from the "Policy and Rules Regarding Alcohol on Public Property";

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The request from the Novi Parks Foundation for a one-time exemption from the general prohibition on the consumption of alcohol, including keg beer and bourbon, on City property set forth in the City's "Policy and Rules Regarding Alcohol on Public Property" is hereby granted for a fund-raising event at Pavilion Shore Park on July 24, 2026; and

2. The consumption of alcohol, including keg beer and bourbon, will be allowed at that event, provided that the Parks Foundation will in all other respects comply with all other terms, conditions and requirements of the "Policy and Rules Regarding Alcohol on Public Property"; and

3. The decision to grant this request from the Parks Foundation shall not be considered precedent as to any other requests for an exemption from the "Policy and Rules Regarding Alcohol on Public Property" from the Parks Foundation, any other organization, or any individual in the future.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 23rd day of March, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval to award a service contract to Urban SDK for access to their traffic data software platform, in the amount of $26,500.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Urban SDK operates a software platform that presents collected traffic related to speed, volume and delay/congestion.
- The platform can be accessed by Public Works and Public Safety to have data readily available for responding to traffic issues brought to the attention of staff.
- The Urban SDK platform will allow for immediate data viewing that can focus on specific time periods, such as days, weeks, months, etc., and additionally can be filtered to specific hours of the day, for example. This immediate access to this considerable amount of data can be useful for interactions with concerned stakeholders within the city.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	**$ 26,500.00**
BUDGET **Municipal Street Fund 204-446.00-805.000**	**$ 26,500.00**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

Urban SDK has a proprietary platform that collects traffic data via GPS-equipped devices in vehicles traveling all roadways, including major roads and local roads. This

data is then provided using interactive software allowing data to be filtered to specific information as desired. Data available includes the following:

Traffic Speed Data

- 50th, 85th, and 95th percentile speed

Traffic Volume Data

- Annual Average Daily Traffic (AADT)
- Annual Average Hourly Traffic (AAHT)
- Vehicle Miles Traveled

Traffic Delay and Congestion

- Traffic delay data related to each functional class of road.

The Public Works and the Public Safety Departments get occasional requests for speed, volume, congestion, etc., and responses have typically involved simple judgement or opinion, or in certain situations, the lengthy process of installing a temporary traffic monitoring device to collect data in a select area. This data takes a few weeks or more to collect, and the data only represents a short period of time. The Urban SDK platform will allow for immediate data viewing that can focus on specific time periods, such as days, weeks, months, etc., and additionally can be filtered to specific hours of the day, for example. This immediate access to this considerable amount of data can be useful for interactions with concerned stakeholders within the city.

Urban SDK provided the attached contract for one year of access to their platform in the amount of $26,500. Urban SDK is a member of Sourcewell and Omnia Partners cooperative purchasing contracts, however our proposed agreement is 10% less than the purchasing platforms and includes an additional discount of $6,000 for executing the contract before March 31.

RECOMMENDED ACTION: Approval to award a service contract to Urban SDK for access to their traffic data software platform, in the amount of $26,500.



Urban SDK

&

City of Novi, Michigan

Prepared For:

Jeff Herczeg

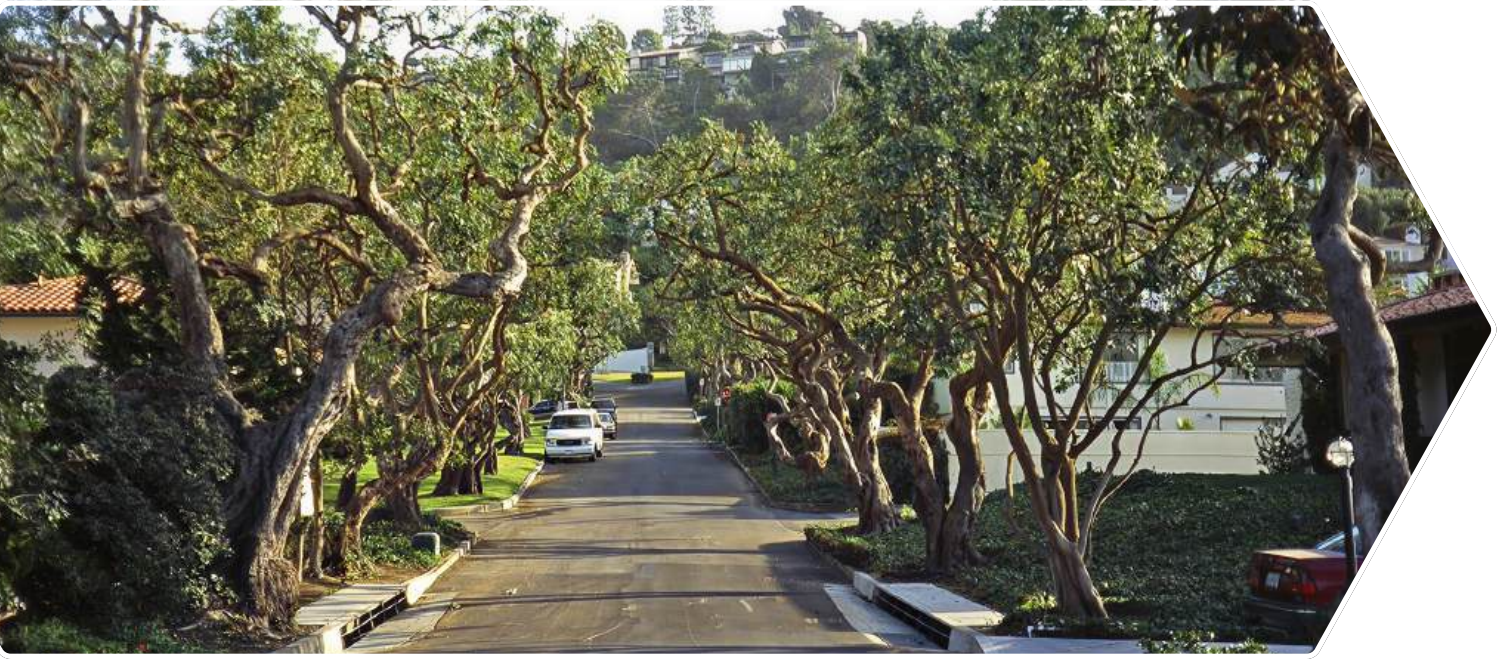
City of Novi, Michigan

Prepared By:

Nick DiTomaso

Urban SDK

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About Us

Urban SDK is a leading provider of geospatial AI solutions, equipping public leaders with actionable insights and automation for mission-critical decisions. Established in 2018 and headquartered in Jacksonville, Florida, Urban SDK is the only platform on the market that provides a comprehensive System of Action to state and local governments. Our team of military veterans, engineers, scientists, policymakers, and entrepreneurs are all committed to the same unified vision: easing the burdens of community leaders through innovation.

Our System of Action unifies data, workflows, and AI so local governments can break free from technical debt and respond to changing conditions at scale. In doing so, Urban SDK's approach delivers measurable ROI to each of our customers, enabling agencies to recapture time, budget and precision in order to accelerate projects, refine resource allocations and respond more quickly to their constituents.

Our partners throughout North America leverage Urban SDK to help:

- Replace manual data collection and empower decision making
- Orchestrate regulated processes and operating procedures
- Align staff with decision support systems to increase efficiency
- Connect disparate departments to achieve common goals
- Enable officials to adjust actions based on changing conditions

Popular Use Cases



Including Traffic Enforcement, Urban SDK aids clients with daily mission critical objectives such as:

- **Traffic Calming -** Reducing speeds and improving pedestrian/bike safety
- **Traffic Enforcement -** Proactively reducing risky driving behaviors and ensuring compliance with traffic codes
- **School Zone Safety -** Reducing speeds and improving safety near schools
- **Work Zone Monitoring -** Monitoring traffic, safety, and compliance around road construction zones
- **Traffic Safety Analysis -** Prioritizing resources where crime and traffic risks overlap
- **Event Impact Monitoring -** Tracking congestion, blocked emergency lanes, and road closures before, during, and after major events
- **Cut-Through Traffic -** Identifying local residential streets or unintended routes used to bypass congestion, accidents, or delays on main thoroughfares
- **Sidewalk Inventory -** Performing ADA audits and safety workflows without field visits

Traffic Calming

Definition

Traffic calming is a set of strategies and roadway design measures aimed at reducing speeds, discouraging cut-through traffic, and improving pedestrian/bike safety.

Challenges of the Current Process

80% of traffic calming requests are perception issues and never meet local ordinance or criteria standards. Collecting manual data for these perception issues is a massive drain on resources and budgets.

How Urban SDK Solves These Issues

With Urban SDK, agencies now have the ability to identify roadways that qualify for traffic calming prior to complaints. They are able to cut back on a majority of the historical data previously collected, and focus on areas that meet calming criteria.

Key Objectives Improved by Urban SDK

- Speed reduction
- Volume control
- Safety improvements
- Livability goals

Required Urban SDK Data

01 Speed Module

02 Volume Module

Add-On Options

01 Workflows (Highly recommended)

02 Crash Integration (Could be a requirement-based agency policy)

Platform Features

- Satellite/aerial maps
- Measurement tools
- Geofencing and layering
- Dashboards and reports

Departments that Benefit

Public Works

More efficient calming investments

Engineering

Quicker preparation of studies & plans

Planning

Aligns calming with mobility/zoning

Law Enforcement (Traffic Division)

Enforces in calm areas

Elected Officials

Political champions for livability

Traffic Enforcement

Definition

Traffic enforcement is the practice of proactively reducing risky driving behaviors and ensuring compliance with traffic codes using real-time data.

Challenges of the Current Process

Departments are swamped with speeding and traffic complaints, despite 80% of them being perception issues. With no ground truth, departments respond to every complaint.

How Urban SDK Solves These Issues

With Urban SDK, resources are directed to areas that have systematic issues rather than chasing perceptions.

Key Objectives Improved by Urban SDK

- Reduction of crashes and fatalities
- Deter speeding, DUI, distracted driving
- Ensure compliance in school/work zones
- Support patrol coverage & public safety ops

Required Urban SDK Data

01 Speed Module

Add-On Options

01 Volumes Module

02 Crash Integration

Platform Features

- Real-time hot spot dashboards
- Rules Engine alerts
- Automated workflows for patrol supervisors

Departments that Benefit

City Police Department

More efficient enforcement efforts

Traffic Unit

Champions deploying assets

County Sheriff Department

Upholding elected duties regarding road safety

Crime Analyst

Targeted enforcement to high-risk corridors



Statement of Work (SOW)

Goals

The purpose of this Statement of Work (SOW) is to define the scope, deliverables, and responsibilities associated with Urban SDK's provision of roadway data for City of Novi, Michigan.

This engagement will deliver comprehensive datasets that support the organization's safety, planning, and operational analysis initiatives.

Scope of Services

1. Traffic Speed Data

Urban SDK will provide the client with traffic speed datasets for all jurisdictional roadways. Deliverables include:

- **50th, 85th, and 95th Percentile Speed**
- **Speed Limits for Jurisdictional Roadways**
- **Speed Differences of: Average Speed, 85th and 95th Percentile**
- **Functional Road Classes 1-5 data**

2. Traffic Volume Data

Urban SDK will provide the client with traffic volume datasets for all jurisdictional roadways. Deliverables include:

- **Annual Average Daily Traffic (AADT) counts**
- **Vehicle Miles Traveled (VMT) per location**
- **Annual Average Hourly Traffic (AAHT) counts**
- **Functional Road Classes 1-5 data**

Speed data is refreshed daily; volume data is refreshed annually and includes a **1-year historical archive**

3. Traffic Delay and Congestion

Urban SDK will provide the client with Traffic Delay Data for Functional Classes 1-5. Deliverables include:



Travel Time Index (TTI)



Buffer Time Index (BTI)



Planning Time Index (PTI)

Responsibilities



Urban SDK

- Provide data access and updates as defined in this SOW.
- Conduct onboarding and training sessions for staff.
- Conduct a full Q&A of all data to ensure locations and results meet the client's needs.
- Maintain application uptime and ensure timely delivery of data.
- Provide customer support throughout the engagement.

City of Novi, Michigan

- Provide designated points of contact for project oversight and user access assignments.
- Ensure timely attendance at training and onboarding sessions.

Pricing & Fees

Pricing Overview

Contract Start Date	**March 24, 2026**
Contract End Date	**March 24, 2027**
Proposal Expires	**[Document.ExpirationDate]**

Products & Services

Modules

	Price	Contract term	Total	
Insights Plan	$26,500.00 per year	1 year	$26,500.00 per year	⌄
Traffic Volumes	$3,225.00 per year	1 year	$3,225.00 per year	⌄
Traffic Delay and Congestion	$3,225.00 per year	1 year	$3,225.00 per year	⌄

Section total	$32,950.00
Legacy Pricing Q1 Discount	$6,000.00
Total	**$26,950.00**



Proposal Comments

The $6,000.00 Legacy Pricing Q1 Discount reflected in this contract is contingent on a contract executed by March 31, 2026.

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it. This Agreement includes this "Signature" or any other ordering document referencing this Agreement, the Terms and Conditions available below, all statements of work entered into in connection with this Agreement ("Statement(s) of Work").

Client Signature

Signature

Date

Printed name

Urban SDK Signature

Countersignature

Date

Printed name

Urban SDK Signature

Countersignature

Date

Printed name

Terms and Conditions

This website, www.urbansdk.com (the "site"), is owned and operated by UrbanSDK, Inc. and our affiliates ("Urban SDK", "we" or “us”). By using the site, services provided on the site, our proprietary software made available to you via the site, or content we make available to you through the services (collectively, "Services"), you agree to be bound by the following Terms and Conditions, as updated from time to time (collectively, the "Terms").

1. **General**

   GENERAL.The following terms and conditions (“Terms and Conditions”) provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as “Ordering Document(s).”

2. **Services**

   2.1. **General.** All services provided by Urban SDK under this Agreement (“Services”), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.

   2.2. **Third-Party Services.** As set forth in an Ordering Document, the Services may include Customer’s utilization of certain third-party software and data developed and owned by Urban SDK’s third party licensors. This software and data is neither sold nor distributed to Customer, and Customer may use it solely as part of the Services and for no other purpose. Customer may not transfer such third-party software outside the Services or to any other person or entity. Except as otherwise provided for in an Ordering Document, Urban SDK and Urban SDK’s third-party software and data licensors are not responsible for providing any support in connection with the Services or the third-party software. Customer’s use of any such third-party software and data is governed by the third-party software or data licensor’s terms as may be referenced and incorporated into an applicable Ordering Document. Customer covenants to comply with the terms of such third-party licensor’s terms as if Customer were the licensee.

   2.3. **Change Orders.** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Urban SDK shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall

negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

3. **Software Services**

3.1. **Software Services.** Urban SDK will provide Customer, and its authorized employees, contractors and other personnel authorized by Customer ("End Users") with access to the software products and related services provided by Urban SDK via a web browser (or mobile application) and identified on the applicable Ordering Document ("Software Services"). During the Term and subject to Customer's compliance with this Agreement, Urban SDK grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to allow End Users to remotely access the Software Services for Customer's internal business purposes in accordance with the terms of this Agreement.

3.2. **Restrictions.** Customer shall not lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Customer and End Users. In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party's Marks, except in Urban SDK's performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

4. **Professional Services**

4.1. **Professional Services.** Urban SDK may provide integration, implementation, or other professional services (each to the extent identified as professional services on a Statement of Work, "Professional Services") and Deliverables to Customer as set forth in a Statement of Work. "Deliverables" means all Creations that are delivered to Customer by or on behalf of Urban SDK as a part of the Professional Services, together with any items identified as such in a Statement of Work. "Creations" means any tangible or intangible thing or information, in any language, format or medium now existing or hereafter developed, and all tangible embodiments thereof, whether or not such creation is or may in the future be protected under any intellectual property right or considered Confidential Information, including ideas, creations, inventions, discoveries, innovations, industrial models, improvements, designs, methods, processes, formulae, works of authorship, products, compositions, displays, models, prototypes, samples, findings, documentation, specifications, abstracts, research and development information, know-how, procedural knowledge, industrial property, utility models, data, databases, metadata, industrial designs, mask works, Confidential Information, content, lists, electronic data files, training materials and manuals, user guides, drawings, techniques, computer software (in object, source, interpreted or other code forms), modifications to software or documentation, business information, business plans, technical knowledge, technical information, maintenance information, brochures, labels, papers, records, text, sound recordings, videos, pictures, photographs, audiovisual works,

pictorial reproductions, drawings, or other graphical representations, and all other items with similar characteristics.

4.2. **Acceptance.** Any software constituting a Deliverable (each a "Software Deliverable") shall be subject to acceptance by Customer to ensure that it meets the specifications of this Agreement and the applicable Statement of Work. If Customer does not reject any final Software Deliverable within 10 days of delivery, such Software Deliverable shall be deemed accepted. If any final Software Deliverable does not materially meet the applicable specifications, Customer shall notify Urban SDK of such nonconformities in reasonable detail, and Urban SDK will, at no additional cost, use commercially reasonable efforts to promptly correct such Software Deliverable so that it conforms to the applicable specifications. If within 30 days of such Customer notification, any final Software Deliverable still does not meet the specifications, Customer may at any time thereafter, as its sole remedy, terminate the applicable Statement of Work, return the Software Deliverable and all copies thereof to Urban SDK, and receive a refund of any fees or expenses paid in connection with such Software Deliverable.

4.3. **Urban SDK Personnel.** Urban SDK shall appoint an Urban SDK employee to serve as a primary contact with respect to any Professional Services (the "Urban SDK Contract Manager"). Urban SDK shall also appoint Urban SDK Personnel, who shall be suitably skilled, experienced, and qualified to perform the Professional Services. Additionally, Urban SDK may subcontract parts of the Professional Services to affiliated companies or third parties, provided that Urban SDK shall remain responsible for the performance of the Professional Services. In the event that any Urban SDK's Personnel does not perform to Customer's reasonable satisfaction, Urban SDK shall remove such Urban SDK's Personnel and replace him or her with a similarly qualified Urban SDK Personnel. Urban SDK is responsible for all Urban SDK Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

4.4. **License and Consents.** Urban SDK shall maintain all necessary licenses and consents and comply with all laws applicable to the provision of the Professional Services.

4.5. **Tools, Labor, Materials and Supplies.** Unless otherwise provided in a Statement of Work, Urban SDK shall provide, at its expense, all tools, materials, supplies, labor, and equipment necessary to perform the Professional Services.

5. **Rights Reserved**

Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the "Customer Materials" (as defined in an applicable Statement of Work, if applicable), including all intellectual property rights therein. Urban SDK shall have no right or license to use any Customer Materials except during the Term to the extent necessary to provide the Professional Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. All right, title and

interest, including all intellectual and proprietary rights, in and to the Software Services. Deliverables, and all Urban SDK service marks, trademarks, trade names, logos, and any modifications to the foregoing ("Marks") (and all suggestions, feedback, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of Urban SDK. Customer acknowledges that the Software Services in source code form is the Confidential Information of Urban SDK and that the source code is not licensed to Customer by this Agreement or any Schedule and will not be provided by Urban SDK. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

6. **Fees and Payment Terms**

6.1. **Services Fees.** For the Services provided under this Agreement, Customer will pay Urban SDK the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, applicable fees will be invoiced to Customer annually in advance and payable (i) immediately upon invoice if Customer's payment method is on file with Urban SDK, or (ii) if no payment method has been provided to Urban SDK, within thirty (30) days of invoice. Fees are non-cancelable and non-refundable. In the event of early termination of this Agreement other than due to Urban SDK's breach, all amounts outstanding that would have otherwise been due through the end of the then-current Term shall automatically be due and payable by Customer upon termination.

6.2. **Fee Changes.** After the Initial Term, and at the beginning of each Renewal Term thereafter, Urban SDK may adjust the fees applicable during the upcoming Renewal Term upon written notice provided at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. All fees paid and expenses reimbursed under this Agreement will be in United States currency. Urban SDK may increase pricing and fees on an annual basis by the greater of: (a) six percent (6%) per annum, or (b) the percentage by which the then most-recently published Consumer Price Index in the United States for all Urban Consumers (Index base: 1982/1984 = 100; Index Components: All Items) ("CPI") exceeds the CPI as of the Effective Date or, if later, the immediately preceding change in pricing. Additionally, Upon written notice to Customer at least thirty (30) days prior to effectiveness, Urban SDK may increase the amount of the fees in an Ordering Document relating to, if applicable: (a) data storage and/or relational databases if the applicable cloud data provider has increased the prices paid by Urban SDK for such data storage and/or relational databases, and any such increase shall be proportionate to the increase imposed upon Urban SDK by the applicable utility provider; and (b) the cost of third party Services or services (including software and datasets) performed or provided by a third party that comprise all or some part of the Services including any increases to such costs.

6.3. **Late Fees.** Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Urban SDK, at its option, may suspend the Services, in whole or in part, if Urban SDK does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

6.4. **Taxes.** The fees and expenses due to Urban SDK as set forth in this Agreement are net amounts to be received by Urban SDK, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties incurred by Customer or imposed on Urban SDK in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on Urban SDK'S income.

6.5. **Offset.** Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

7. **Customer Acknowledgements.**

7.1. **Customer Requirements.** Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Urban SDK neither represents nor warrants that the Software Services will be accessible through all web browser releases. Customer shall take all steps necessary for Urban SDK to perform the Services effectively, including with respect to (a) providing access to Customer's resources or staff as needed to perform the Services; (b) maintaining, testing, configuring, operating, and upgrading Customer's data, applications, server hardware, operating system, environment, and facilities, as applicable, related to the Services.

7.2. **Use of Software Services.** Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Urban SDK; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Urban SDK; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Urban SDK', or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Urban SDK systems or violate the regulations, policies or procedures of such networks or servers, including unlawful

or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software Services, other Urban SDK customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. Urban SDK has no obligation to monitor Customer's use of the Software Services. However, Urban SDK may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Services.

7.3. **Compliance with Law.** Customer agrees not to use (and will use its best efforts not to allow its End Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer. Customer will notify Urban SDK immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

7.4. **Professional Services.** With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 7.4.

a. **Customer Contract Manager.** Customer shall cooperate with Urban SDK in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the "Customer Contract Manager").

b. **Access and Assistance; Customer Materials.** Customer shall provide such access to Customer's premises, facilities, and computer systems and networks as may reasonably be requested by Urban SDK for the purposes of performing the Professional Services. Customer shall respond promptly to any Urban SDK request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Urban SDK to perform the Professional Services. Customer shall provide such Customer Materials as set forth in the applicable Statement of Work or as Urban SDK may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

c. **Delay in Performance.** If Urban SDK's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Urban SDK shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from

such prevention or delay, and Urban SDK's obligation to perform will be extended based on Urban SDK's reasonable ability to reallocate resources to performing and such delay may result in reasonable additional fees to the extent Urban SDK incurs additional costs due to the delay.

8. **Non-disclosure and confidentiality.**

8.1. **Disclosure.** Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

8.2. **Requirement of Confidentiality.** The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of Urban SDK. The obligations in this Section 8 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

8.3. **Compelled Disclosure.** If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing

such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

8.4. **Customer Data; Data Use.** "Customer Data" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Customer hereby grants to Urban SDK a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Urban SDK's obligations and the exercise of Urban SDK's rights under this Agreement. Customer warrants to Urban SDK that Customer has the right to provide such Customer Data to Urban SDK in accordance with this Agreement. Additionally, Customer agrees that data derived by Urban SDK from Urban SDK's performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data") may be used by Urban SDK for any lawful purpose both during and following the Term. De-identified Data shall not contain any information that identifies or can be reasonably used to identify an individual person or Customer.

9. **Limited Warranty; Disclaimers.**

Urban SDK represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY Urban SDK. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT URBAN SDK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY THIRD-PARTY HARDWARE, SOFTWARE, PRODUCT OR SERVICE INCLUDED WITH ANY OF THE SERVICES.

10. **Limitation of Liability**

10.1. **Exclusion of Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. **Liability Cap.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO Urban SDK PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3. **Exceptions.** The exclusions and limitations in Section 10.1 and Section 10.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 11 (Indemnification).

11. **Indemnification**

11.1. **Urban SDK Indemnification.** Urban SDK shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that Urban SDK shall have no obligations under this Section 11.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to Urban SDK; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by Urban SDK in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than Urban SDK. If the Services, or any part thereof, become, or in the opinion of Urban SDK may become, the subject of a claim of infringement or misappropriation, Urban SDK may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.

11.2. **Customer Indemnification.** Customer shall defend Urban SDK and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer (including Customer Data), or Urban SDK's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Urban SDK to the extent based on such an Action.

11.3. **Indemnification Procedures.** The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.1 shall not relieve the indemnifying party of its obligations under this Section 11.1 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

12. **TERM AND TERMINATION.**

12.1. **Initial Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document ("Initial Term"), unless earlier terminated as provided for below. Thereafter, except with respect to any Statements of Work (which shall expire in accordance with their terms), the Initial Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

12.2. **Termination.** Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

a. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to Urban SDK; or

b. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

12.3. **Termination of Statement of Work.** Either party may terminate any outstanding Statement of Work without terminating the entire Agreement if the other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice thereof is delivered to the other party.

12.4. **Effect.** Upon termination of this Agreement for any reason, all rights and licenses granted by Urban SDK hereunder to Customer will immediately cease. Customer must retrieve all of its data from the Software Services within thirty (30) days of

the termination or expiration of this Agreement, at which time Urban SDK reserves the right to delete all data.

12.5. **Survival.** Termination of this Agreement or any Schedule will not affect the provisions regarding Urban SDK's or Customer's treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming Urban SDK's liability, or any other terms which by their nature should survive, which provisions will survive such termination.

13. **GENERAL**

13.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Jurisdiction and venue for purposes of any litigation in connection with this Agreement will be in the relevant federal or state court located in Jacksonville, Florida.

13.2. **Conflicting Terms.** Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

13.3. **Notice.** All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 13.3.

13.4. **Assignment.** Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.5. **Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption

that the terms of this Agreement shall be more strictly construed against one party than against another.

13.6. **Severability.** In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13.7. **Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

13.8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

13.9. **Amendment; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.10. **Force Majeure.** Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

13.11. **Equitable Relief.** Each party acknowledges that a breach by a party of Section 3.2 (Restrictions) or Section 8 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.12. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other

person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.13. **Relationship of Parties.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

13.14. **Publicity.** While this Agreement is in effect, Customer grants Urban SDK the right to use Customer's logo and name on Urban SDK's website and promotional materials. Customer shall have the right to require Urban SDK to terminate any such uses at any time by written notice to Urban SDK.

13.15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

Support Services Schedule

Support Service Responsibilities
Urban SDK shall provide support services (collectively, "Support Services") for the Software Services in accordance with the provisions of this Schedule. The Support Services are included in the Software Services, and Urban SDK shall not assess any additional fees, costs or charges for such Support Services.

Urban SDK shall use commercially reasonable efforts to:

- correct all failures of any Software Services to be available or otherwise perform in accordance with this Agreement ("Service Errors") in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- provide unlimited telephone support during the hours of 8 a.m. to 6 p.m. Eastern Time on business days;
- provide unlimited online ticket support outside business hours and on weekends;
- Provide online access to technical support bulletins and other user support information and forums, to the full extent Urban SDK makes such resources available to its other customers; and
- Respond to and resolve Support Requests.

Service Monitoring and Management
Urban SDK shall use commercially reasonable efforts to continuously monitor and manage the Software Services to enable Availability that meets or exceeds the Availability Requirement.

Service Maintenance

Urban SDK shall use commercially reasonable efforts to maintain the Software Services in order to enable Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include using commercially reasonable efforts to provide to Customer:

- all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Software Services, that Urban SDK provides at no additional charge to its other similarly situated customers; and
- all such services and repairs as are required to maintain the Software Services or are ancillary, necessary or otherwise related to Customer's or its End Users' access to or use of the Software Services, so that the Software Services operate properly in accordance with this Agreement.

Support Requests
Customer shall submit its requests for Service Error corrections and they will be classified in accordance with the descriptions set forth in the chart below (each a "Support Request"). Customer shall notify Urban SDK of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification
Description:
Any Service Error Comprising or Causing any of the Following Events or Effects

Critical Service Error
- Issue affecting entire system or single critical production function;
- System down or operating in materially degraded state; or
- Widespread access interruptions.

High Service Error
- Primary component failure that materially impairs its performance; or
- Data entry or access is materially impaired on a limited basis.

Medium Service Error

- Software Services are operating with minor issues that can be addressed with a work around.

Low Service Error
- Request for assistance, information, services that are routine in nature, or updates that are desired but do not impair system operation or functionality.

Escalation
With respect to any Critical Service Error Support Request, until such Support Request is resolved, Urban SDK shall escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Urban SDK support personnel.

Corrective Action Plan

If two (2) or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Urban SDK does or is required to perform any Software Services, Urban SDK shall promptly investigate the root causes of these Service Errors and provide to Customer within five (5) business days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (x) Urban SDK's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Urban SDK's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

Termination Rights

If (i) four (4) or more Critical Service Errors occur during a single thirty (30) day period, (ii) eight (8) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a single thirty (30) day period, (iii) eight (8) or more Critical Service Errors occur during a six (6) month period, or sixteen (16) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a six (6) month period, in addition to all other remedies available to Customer, Customer may terminate this Agreement on written notice to Urban SDK with no liability, obligation or penalty to Customer by reason of such termination.

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval to award engineering design services to AECOM for the Neighborhood Sidewalk Repair Program, in the amount of $73,934.65.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Following successful sidewalk repair programs in 2022 and 2023, an annual program is now being developed to address sidewalk defects throughout the city.
- The 2025/2026 NSRP program will address all 2-inch or greater deflections, progressing into the subdivisions found to have the highest density of repairs needed.

	FY 2024/25
EXPENDITURE REQUIRED	**$ 24,500.00 Previously approved** **$ 73,934.65 Additional design requested**
BUDGET **Municipal Street Fund 204-446.00-975.024**	**$ 356,185.60**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

City staff are developing a multi-year neighborhood sidewalk repair program (NSRP), utilizing the data from a sidewalk evaluation conducted in 2025. The evaluation was conducted by ICC/IMS, approved by City Council on February 24th, 2025. A proprietary vehicle was used to drive the sidewalk network while collecting data related to the condition of the sidewalk panels. The evaluation identified 3,663 deflections meeting the criteria for repair.

With consideration from the Mobility Committee and experience from pilot program in Meadowbrook Glens, staff is using the same criteria for replacing all sidewalk deflections ¾-inch or greater throughout the city.

The NSRP will initially address the 116 identified 2-inch or greater deflections as they pose the greatest safety hazards and then transition to the selected neighborhoods. A system of prioritization and a long-term program for the neighborhoods is being developed by staff and AECOM using the ICC/IMS condition data.

AECOM was involved with the pilot program and will work with city staff to create the plans and documents for the 2025/2026 NSRP program. The attached proposal outlines the detailed scope of services. The design fee will be $98,434.65, less the prior approved $24,500.00 which is based on the consultant fee table and estimated construction cost of $1.158,054.70.

RECOMMENDED ACTION: Approval to award engineering design services to AECOM for the 2025/2026 Neighborhood Sidewalk Repair Program, in the amount of $73,934.65.

March 5, 2026

Ms. Rebecca Runkel
City of Novi
Field Services Complex
26300 Lee Begole Drive
Novi, MI 48375

Reference: Supplementary Scope and Fee Letter to AAS 1 for Neighborhood Sidewalk Program

Dear Ms. Runkel,

AECOM has performed preliminary design work in establishing the scope of the 2025-2026 Neighborhood Sidewalk Program. The preliminary work was done with the assistance of the ICC-IMS data that was collected in the summer of 2025.

AECOM has utilized the ICC-IMS data to quantify which subdivisions should be addressed first and also identify the locations that have been deemed "severe". This information has also been used in order to compile preliminary cost estimates for proposed work.

Analysis:
AECOM will walk each subdivision and "severe" locations identified to take detailed notes of each location. These detailed notes will include address, type of deficiency, and quantity of work to be performed. AECOM will also identify locations with potential tree conflicts to communicate with the City of Novi forestry team so they can analyze if the tree should be removed as a part of the upcoming construction contract. Utilizing this compiled data, AECOM will establish revised construction estimates.

Plans and Proposal:
AECOM will develop the contract documents for the 2025/2026 Program. These contract documents will include the Project Manual, specifications, a log of work, and any miscellaneous details and drawings that may be required.

In coordination with the City, AECOM will establish a Base Bid for minimum work to be completed as well as 1-2 Alternate Bid subdivisions to include. Including Alternate Bids will be beneficial because construction cost estimates have been volatile recently and some projects attract a large amount of prospective bidders, thus resulting in highly competitive low-bid situations. Additionally, with the wide range of work all around the City it is difficult to accurately estimate Lump Sum costs and amount of crew days to be bid. Performing this additional work will give the City flexibility to add construction if the finances allow.

AECOM Great Lakes, Inc.
39575 Lewis Drive, Suite 400
Novi, MI 48377
Tel: 248.204-5900
Fax:248.204.5901

Construction:
AECOM will assist with full construction engineering and inspection as well. This will be established at a later date.

Estimated Cost of Scoping Fees:
The preliminary scoping fee was $24,500.00. This amount will be reduced from the full estimated design fee.

Severe Construction Cost Estimate	= $186,738.20
Multiple Neighborhood Construction Cost Estimate	= $971,316.50
TOTAL	= $1,158,054.70

Design Fee: $1,158,054.70 x 8.5%	= $98,434.65
Preliminary Scoping Fee:	= ($24,500.00)
TOTAL	= $73,934.65

We understand that should Novi require AECOM's services, any fees for crew days or construction oversight will be established at a later date.

Please contact me if you have any questions or wish to discuss this submittal.

Sincerely,

AECOM Great Lakes, Inc.

Sean Kelsch, PE
Vice-President

AUTHORIZATION FOR ADDITIONAL SERVICES No. 1

PROJECT: DEISGN: NEIGHBORHOOD SIDEWALK PROGRAM (CITY-WIDE)

DATE: March 5, 2026

P.O. No: 97621

DESCRIPTION OF ADDITIONAL SERVICES:

Preliminary design fee established was to kick off the program. AAS is to bring the total design fee to the normally established fee based on the Civil Engineering Master Services Agreement.

ORIGINAL SCOPE OF WORK: [Provide an itemized list of tasks related to the original scope and provide a cost associated with each task]

	ITEMIZED COST
Engineering	$ 24,500.00

Total amount authorized for original scope: $ 24,500.00
(Amount should match issued/amended Purchase Order)

PREVIOUSLY APPROVED AUTHORIZATION FOR ADDITIONAL SERVICES:

PROPOSED SCOPE OF WORK: [Original scope and cost plus (+) an itemized list of tasks and costs related to the proposed scope change]

	ITEMIZED COST
Original Scope	$ 24,500.00
Additional Design Fee ($1,158,054.70 Estimated Construction	
Cost x 8.5%) = $98,434.65 - $24,500.00 = $73,934.65	$ 73,934.65

Total proposed amount authorized for new scope: $ 98,434.65

Based on the revised scope of services, we request authorization for an increase to the amount authorized under the previous scope of services in the amount of: $ 73,934.65

AECOM-GREAT LAKES

Requested by: _____ Date: March 5, 2026
Mark Koskinen, Vice President

CITY OF NOVI

Approved by: _____ Date: _____
Aaron J. Staup, Construction Engineer

Approved by: _____ Date: _____
Tracey Marzonie, Purchasing Manager

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval to purchase one 2026 Ford F-350 Truck from Lunghamer Ford through the MiDeal Cooperative purchasing contract, and required upfits and decals for service, to be completed by Truck and Trailer Specialties, Inc., through the Rochester Hills RFP, in the total amount of $87,778.

SUBMITTING DEPARTMENT: Department of Public Works, Fleet Division

KEY HIGHLIGHTS:

- This vehicle is customized with the proper equipment to optimize work performance and safety for DPW Water & Sewer Division activity.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	**$ 48,553.00 Truck-Ford F350** **$ 39,225.00 Upfits- Service body, plow, etc.** **$ 87,778.00 TOTAL**
BUDGET **Water& Sewer Fund 592-536.00-983.098**	**$ 104,130.00**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

Vehicle #733, a 2016 Ford F-350 is assigned to the DPW Water and Sewer Division and is used for daily activities, such as sewage and water pump station maintenance, meter readings, meter repairs, water system flushing, and water quality testing. The F-350 will be equipped with a plow to provide access to sites during winter events as well. The service body allows the operators to carry all of the tools they would need to and from the jobsites without unloading them daily. This vehicle is customized with the

proper equipment to optimize work performance and safety for DPW Water & Sewer Division activity.

RECOMMENDED ACTION: Approval to purchase one 2026 Ford F-350 Truck from Lunghamer Ford through the MiDeal Cooperative purchasing contract, and required upfits and decals for service, to be completed by Truck and Trailer Specialties, Inc through the Rochester Hills RFP, in the total amount of $87,778.

Lunghamer Ford Of Owosso

February 9, 2026

City of Novi
Attn: Mike Rhatigan
45175 W. Ten Mile Road
Novi, MI 48375

Attn: Mike Rhatigan:

Price on 2026 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

2026 Ford F350 Regular Cab 4x4 XL Pickup 8' Box in Race Red $48,553.00 ea

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A $9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2026 F-350 SRW Models
Reg. Cab, Super Cab, Crew Cab
Major Standard Equipment

MECHANICAL
- Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
— F-250/F-350 – 6.8L 2V DEVCT NA PFI V8 Gas
- Transmission
— TorqShift®-G ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
- Fuel Tanks
— 29 Gallon (Diesel Engine) – 142"or 148" Wheelbase
— 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase
— 34 Gallon (Gas Engine) – NA 176" Wheelbase
— 48 Gallon (Gas Engine) – 176" Wheelbase
— 48 Gallon (Diesel Engine) – 176" Wheelbase

EXTERIOR
- Bumpers – front & rear, black painted
- Daytime Running Lamps
- Fender vents – front
- Front Box Step and Rear Bumper Step
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
— 3-Ton mechanical (250/350 SRW)
- Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel engine only)
- Tailgate – Removable w/key lock
- "Three-Blink" lane change signal
- Tires
— LT245/75Rx17E BSW A/S (Super Cab and Crew Cab)
— LT275/65Rx18E BSW A/S (Regular Cab)
- Tow hooks – front, two (2)
- 2.5" Built Ford Tough® Trailer Hitch Receiver
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels
— F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
— Manual Locking Hubs (4x4)
— Spare tire, wheel & carrier
- Windshield wipers – intermittent

INTERIOR/COMFORT
- 4.2" LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Door-trim – armrest/grab handle & reflector
- Floor covering – Black, full length vinyl
- Instrumentation – Multi-function switch message center
- Mirror – rearview 11.5" day/night
- Outside Temperature Display
- Overhead console w/dual storage bins and map lights
- Power Equipment Group – 1 st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock
- Powerpoint – auxiliary two (2) in instrument panel
- Scuff plates – front, color-coordinated
- Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed

SAFETY/SECURITY
- AdvanceTrac® with RSC® (Roll Stability Control™)
- Belt-Minder® (front safety belt reminder)
— chime & flashing warning light on I/P if belts not buckled
- Center High-mounted Stop Lamp (CHMSL)
- Driver and passenger frontal airbag; passenger side deactivation Switch
- Ford Security Package (1-Year included with activation)
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System (TPMS)
- Mirrors – Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Rear View Camera
- Remote keyless entry
- Safety belts – w/height adjustment D-ring
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control

FORD CO-PILOT360™ TECHNOLOGY
- AutoLamp (Auto On/Off Headlamps)
- Cruise Control
- Hill Start Assist

FUNCTIONAL
- Audio – AM/FM stereo/MP3 Player (four (4))
- Alternator — 157 AMP
- Battery
— Gas engine – 750-CCA, 78-AH, single
— Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine)
- FordPass Connect™ (5G)
— 5G Wi-Fi hotspot connects up to 10 devices 1
— Remotely start, lock and unlock vehicle
— Schedule specific times to remotely start vehicle
— Locate parked vehicle
— Check vehicle status
- Rear axle — Non-Limited-Slip (F-250 and F-350)
- SYNC® 4
— 8" LCD Capacitive Touchscreen with Swipe Capability
— Wireless Phone Connection
— Cloud
— AppLink® w/App Catalog
— 911 Assist®
— Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual

10500# GVWR Regular Cab 8 Ft. Box, 142"WB, 10900# GVWR

[ ] Base Price 4x2 (F3A/610a)	**$44,511.00**
[x] Base Price 4x4 (F3B/610a)	**$47,088.00**

10100# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10500# GVWR

[ ] Base Price 4x2 (X3A/610a)	**$46,957.00**
[ ] Base Price 4x4 (X3B/610a)	**$49,849.00**

10400# GVWR SuperCab 8 Ft. Box, 164"WB, 10800# GVWR

[ ] Base Price 4x2 (X3A/610a)	**$47,146.00**
[ ] Base Price 4x4 (X3B/610a)	**$49,663.00**

10200# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10600# GVWR

[ ] Base Price 4x2 (W3A/610a)	**$48,281.00**
[ ] Base Price 4x4 (W3B/610a)	**$50,890.00**

10600# GVWR Crew Cab 8 Ft. Box , 176" WB, 10900# GVWR

[ ] Base Price 4x2 (W3A/610a)	**$48,463.00**
[ ] Base Price 4x4 (W3B/610a)	**$50,997.00**

Available Standard Options	Option	Price Reg.&Super/Crewcab
[ ] 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	9995.00
[ ] CNG/LPG Fuel Capable Engine (Gas Engine Only)	98F	315.00
[ ] Engine Block Heater	41H	100.00
[ ] Rapid-Heat Supplemental Cab Heater	41A	250.00
[x] Seats, 40/20/40 Split Bench Vinyl	**AS**	**Standard**
[ ] Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
[ ] Seat, Vinyl High Back Buckets	LS	355.00
[ ] Seats, Cloth High Back Buckets	4S	515.00/615.00
[ ] Interior Work Surface (40/20/40 Cloth or Vinyl Seats Only)	52S	140.00
[ ] Tires, LT275/70Rx18E BSW All-Terrain 4x4 ONLY	TDX/64F	620.00
[ ] Engine Idle Shutdown Timer (Can Be Set 1-30 Minutes)	86K	250.00
[ ] Powercode Remote Start System	76S	250.00
[ ] Defroster with Fixed and Privacy Glass	43B	60.00
[ ] Power Sliding Window (Includes Privacy Glass with Heated Backlight/Rear Window Defrost **Super and Crew Cab Only)**	435/43B/924	435.00
[ ] Dual Alternators 410 amp	67B	115.00
[ ] Alternator 250 amp (6.8L Gas Only)	67E	85.00
[x] Dual Batteries (68 Amp.) (Gas Engines Only, Includes Dual Alternators 410 amp)	**86M/67B**	**325.00**
[ ] Pro Power Onboard – 2KW (Includes Dual Batteries 86M)	43K/86M	1195.00
[ ] 120V/400W Outlet	43C	175.00
[ ] Keys Extra (Regular) $75.00 x __=	Sig	75.00 ea
[ ] Keys Extra (With Power Group) $220.00 x __=	Sig	220.00 ea
[ ] Trailer Brake Controller Tow Command	52B	300.00
[ ] Transmission Power Take-Off Provision **(6.7L Diesel Only)**	62R	280.00
[ ] Cab Steps Molded Black	18B	320.00/445.00
[ ] Roof Clearance Lights	592	80.00
[ ] Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
[x] Upfitter Switches (6) located in overhead console)	**66S**	**165.00**

[ ]	Ford Pro Upfit Integration System	18A	400.00
[x]	**Snow Plow Prep Package(N/A with 67H)**	**473**	**250.00**
[ ]	Camper Package	471	160.00
[ ]	Snow Plow/Camper Package	47B	305.00
[ ]	Suspension Package, Heavy Service(N/A with 473)	67H	125.00
[ ]	**XL Chrome Pkg.** (Chrome front and rear step bumper, Bright Chrome Hub Covers and Center Ornaments & BoxLink with Brackets and 4 Premium Locking Cleats)	**96V**	**225.00**
[ ]	**XL Drivers Assist Pkg.** (Automatic High Beam, Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning	**96D**	**730.00**
[ ]	**4x4 Off-Road Pkg** (Includes. Skid Plates, E-Locking Axle, and Tires, (5) LT245/75Rx17E All-Terrain)	**17X/X3E/TBM**	**1090.00**
[ ]	**Tow Technology Pkg.** (360-Degree Camera Package, Driver Assist Package, Lane Departure Warning (XL only), Pro Trailer Backup Assist™, Pro Trailer Hitch Assist™, and Trailer Reverse Guidance	**52T/874/96D**	**2785.00**
[ ]	**360-Degree Camera Package** (Driver Assist Package, 360-Degree Camera System (Incl. Picture in Picture capability), Center High-Mounted Stop Lamp (CHMSL) Camera, Wired Aux Trailer Camera Compatibility, BLIS with Cross-Traffic Alert / BLIS with Trailer Coverage, LED Center High-Mounted Stop Lamp (CHMSL), Rear Parking Sensors, and Reverse Sensing System w/ Reverse Brake Assist	**874/96D**	**1880.00**
[ ]	Axle, Electronic Locking	X3_	430.00
[ ]	Drop in Plastic Bedliner	85L	350.00
[x]	**Tough Bed(Spray-in-bedliner)**	**85S**	**595.00**
[ ]	Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)	85M	180.00
[x]	**Splash Guards/Mud Flaps**	**61S/62S**	**130.00**
[ ]	Wheel Well Liner (Front)	61L	180.00
[ ]	Wheel Well Liner Front and Rear	61N	325.00
[ ]	Exterior Backup Alarm	76C	140.00
[ ]	LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
[ ]	360-Degree Dual Beacon LED Warning Strobes-Amber	91S	650.00

Total Price $48,553.00 ea

Colors for F-350

Exterior Colors		Interior Steel (Grey)
Race Red	**[PQ]**	**[x]**
Argon Blue Metallic	[E9]	[ ]
Avalanche	[DR]	[ ]
Agate Black	[UM]	[ ]
Oxford White	[Z1]	[ ]
Carbonized Gray Metallic	[M7]	[ ]
SPECIAL PAINT		
School Bus Yellow Add $660.00	**[BY]**	**[ ]**
Omaha Orange Add $660.00	**[MB]**	**[ ]**
Green Gem Add $660.00	**[W6]**	**[ ]**
Iconic Silver Metallic Add $660.00	**[JS]**	**[ ]**

TRUCK & TRAILER Specialties, Inc.
900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

January 23, 2026

City of Novi
45175 Ten Mile Road, Novi, MI 48375-3024
Attn: Mike Rhatigan, Fleet Asset Manager, ph: (248) 962-8624

Equipment Quotation

The following pricing will be based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

HQO005815
Chassis information:
(Truck #713) 2026 Ford F-350, Chassis-Cab, Reg. Cab, 60" CA, 4x4, SRW, gas, upfitter switches, rearview camera kit & snow plow prep

Install **Dakota Bodies model SBG11078HVSSG2 Service Body including the following:**
110" long x 40" high x 77-3/4" wide
Body constructed of galvanneal steel
Body to have long horizontal compartment on streetside-only
Single-point compression T-handle latches
Hinged tailgate 12" high x full-width of bed area
"Crash Zone" style recessed rear bumper with license plate lights and 2" receiver for vise on curbside
LED S/T/T surface-mounted bumper/end-panel light kit
Aluminum Tread Brite rock guards installed on front of body
Rear light adapters for Ford
Aluminum fuel cup
Body mounting kit
CTech (mo. G2-11078RV) Drawers System in rear curbside rear vertical including:
- Three (3) 3" high, full-width materials drawers
- One (1) 4" high, full-width materials drawer
- One (1) 5" high, full-width materials drawer
- One (1) 6" high, full-width materials drawer
- Aluminum drawer shell
- 250 lbs. capacity roller bearing slides

Four (4) tie-down galvanized D-rings, surface-mounted in loadspace floor
Allegis Vector T-handle latches with electronic locks for compartments with FOB
Body to be powder-coated in primer-only
Rubberized protective undercoating installed underbody
Bumper and riser to be powder-coated with "Black Lava" powder
Body to be painted to match cab, Ford Race Red
Drill drain holes in compartment bottoms, except rear compartments

Install **Custom Lighting & Electrical including the following**:
Utilize chassis switch #6 for all warning lighting (keyed power)
One (1) SoundOff Pinnacle (mo. EPL7PDPC) amber/green mini lightbar on cab roof 3rd brake light bracket
Four (4) SoundOff mPower (mo. EMPS20V38-P) amber/green LED flashers surfaced-mounted:
- Two (2) mounted at the top rear of body
- Two (2) mounted one each side of the body

7-way RV plug at rear
Mount factory camera and wiring at rear

TRUCK & TRAILER Specialties, Inc.
900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Install **Power Inverter including the following:**
Xantrex PROwatt (mo. SW 2000)
True sine wave AC power 2000W, 120AC/12Vdc
12-volt continuous 1800-watts with peak surge power at 3000-watts
Includes USB port and GFCI AC outlet
Mounted in bottom of curbside front vertical compartment

Install **Bolt-on Reese-type receiver 2-5/16" pintle/ball hitch**

Install **Luverne Grip-Step running boards on both sides** (mos. 415060 & 401721)

Install **WeatherTech Floor Liners, Black** (mo. 4410541V)

Install **Spray-on bedliner on load-space floor, sidewalls, inside tailgate, tailgate lip & bumper top**

Install **Mudflaps behind rear tires**

Above installed equipment pricing: **$28,006.00 ea.**

HQO005815

Option #1 Install two (2) SoundOff mPower (mos. EMPS2001N-P & PMP2BKEDGE) **amber/green flashers & mounts, on chassis hood with 90-degree edge clip bracket**

Option #1 add: **$679.00 ea.**

Option #2 Install Western 8'6" MVP3 Steel V-plow including the following:
Snow deflector, cast-iron shoes, curbguards, blade guides, loose hand-held controller, mounting & wiring
Receiver kit
UltraMount2 system

Option #2 add: **$10,540.00 ea.**

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30. Pricing effective for 30 days.
FOB: City of Novi
Delivery: 6 months ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval to award engineering design services to OHM Advisors for the design of water main replacement along 12 Mile Road between Beck Road and Novi Road, in the amount of $88,000.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Water main replacement of some segments along 12 Mile Road between Beck Road and Novi Road is necessary for the Road Commission of Oakland County (RCOC) 12 Mile Road widening project.
- The City covers the cost of design but will only pay a share of the construction cost of the water main replacement to be determined in a forthcoming cost participation agreement.
- The water main work must be completed before road work; therefore, the tentative construction start is late 2026.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	**$ 88,000.00**
BUDGET **Water & Sewer Fund 592-536.00-976.259**	**$ 0**
APPROPRIATION REQUIRED	**$ 88,000.00 (will be addressed on the next quarterly budget amendment)**
FUND BALANCE IMPACT	**$ 0**
Currently, no budget is approved for construction. Construction is estimated to occur in FY 2026/27. Construction is estimated at $2.2 million; however, the City assumes the cost-share for this work will be part of a cost share agreement with RCOC.	

BACKGROUND INFORMATION:

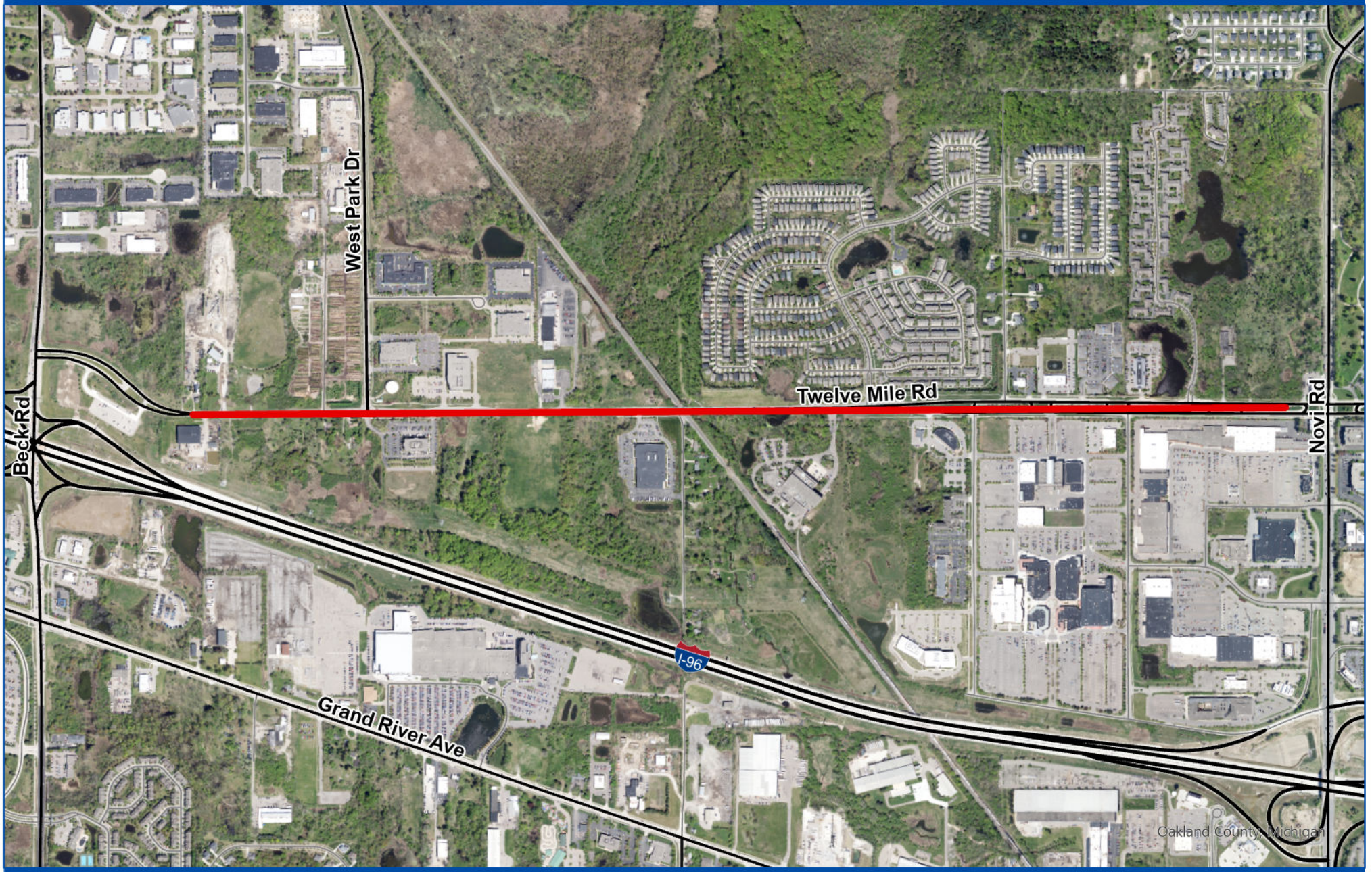
The RCOC has a reconstruction and widening project of 12 Mile Road between Beck Road and Novi Road planned for 2027. Several segments of City-owned water main conflict with the proposed road widening and culvert replacement at the Walled Lake Branch of the Middle Rouge drain crossing, necessitating relocation. Approximately 2,400-feet of 18-inch HDPE water main will be installed along with new valves and hydrants.

OHM Advisors prepared a scope of services for the design of the water main replacement. The attached proposal outlines the detailed scope of services. The design fee will be $88,000, which is based on a reduced fee of 4% and estimated construction cost of $2.2 million. OHM Advisors proposed reducing the design fee due to the efficiency of combining the project with RCOC's project. The construction cost of $2.2 million will be combined with the overall 12 Mile Road widening project cost and split accordingly through a cost participation agreement with the RCOC.

Design will begin immediately after award. The water main work must be completed before road work; therefore, the tentative construction start is late 2026.

RECOMMENDED ACTION: Approval to award engineering design services to OHM Advisors for the design of water main replacement along 12 Mile Road between Beck Road and Novi Road, in the amount of $88,000.

12 Mile Road Water Main Replacement



Map Author: Runkel
Date: 2/25/26
Project: 12 Mile Rd Widening
Version #:1.0

Feet
0 325 650 1300
1 inch = 1,075 feet

Project Area

City of Novi
Geospatial Resources Division
Integrated Solutions Dept.
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

February 6, 2026

Mr. Ben Croy, P.E.
City Engineer
City of Novi, Department of Public Works
26300 Lee Begole Drive
Novi, MI 48375

RE: Scope of Design Services
12 Mile Watermain Replacement

Dear Mr. Croy:

Per your request, the following outlines our proposed scope of services and fee to perform design services to prepare plans and specifications for the above referenced project. This summary includes our project understanding, proposed scope of work, assumptions, schedule, and fee.

PROJECT UNDERSTANDING

The project will consist of watermain replacement related to the RCOC's project on 12-Mile Road between Beck and Novi Road. Due to the road widening and grade changes numerous sections of existing main would have insufficient or excessive cover along with potential to be located under pavement and in conflict with relocated storm sewer and franchise utilities. There are several sections where large culverts and sheet piling have potential to impact the existing main as well. The project will include installation of approximately 2,400 feet of 18-inch HDPE.

Placement of new valves and hydrants will be included in the project. The watermain construction is anticipated to cost approximately $2.2 million.

SCOPE OF SERVICES

The following outlines our work plan to accomplish the scope of services for this project as noted above:

- Implement existing utility information and record drawings for the project area.
- Perform a site review to identify elements that are sensitive including driveway locations, utility facilities, drainage features, access issues, etc.
- Perform surveys of the project areas where road replacement is anticipated and prepare existing conditions plans.
- Coordinate with the Geotechnical Engineer to assess subsurface soils and ground water conditions of the project area.
- Develop base plans utilizing GIS mapping and existing 1-foot contour grades to establish horizontal and vertical alignments of the water main and prepare typical details.
- Determine road impacts, grading limits, staging, utility conflicts, etc.
- Update construction cost estimate to the preliminary stage, based on this level of design.

OHM Advisors®
2365 PONTIAC RD, SUITE 201
AUBURN HILLS, MICHIGAN 48326
T 248.751.3100
F 248.287.4201
OHM-Advisors.com

- Meet with the City and discuss locations that may require easements and/or temporary grading permits for the project. Confirm staging considerations and traffic control/detours for road closures, utility impacts, etc.
- Prepare design plans and specifications for the project improvements for City review.
- Prepare PA 399 application and plans for the water main permit.
- Prepare a permit application to the Road Commission for Oakland County (RCOC) for installation in the 12-Mile right-of-way.
- Prepare proposed preliminary schedule for work including the construction start, substantial completion, and final completion dates.
- Prepare SESC plan sheets and permit application.
- Attend one meeting with the City to review the plans and specifications and address any requested revisions.
- Prepare final bid set documents for inclusion in the RCOC bid package.
- Review the RCOC plans and specifications to ensure that potential conflicts are addressed and

SCHEDULE

The following outlines our anticipated schedule milestones of main tasks related to this work:

- 50% plans – October 2025
- Permit plans – February 2026
- 100% plans – April 2026
- Tentative Construction Start – September 2026*
- Tentative Construction Completion – September 2027*

*Schedule based upon current RCOC construction timeline

ASSUMPTIONS

The following summarizes our assumptions associated with this proposal:

- The City will be responsible for all permit application fees and permit fees.
- The proposed work will be done within existing right-of-way. Additional right-of-way and/or easements are not anticipated, but if required, the City will acquire.
- We do not anticipate remediation or removal of contaminated or hazardous soils or materials.
- Development of plans for landscaping or ornamental features are not included.
- Geotechnical information from the RCOC will be sufficient. If additional geotechnical services are anticipated to be required for design and construction of this project, these services will be provided by the City's Geotechnical Consultant under a separate contract.
- Design for private utility relocation or repair is not included.
- In the event any additional services are required by OHM Advisors, an addendum to the supplemental engineering agreement will be submitted for your approval prior to performing said services.

FEE

Per the fee schedule in the Civil Engineering Consulting Services Agreement between the City and OHM Advisors, the fee for this project would be $143,000 (6.25% x $2.2 million). Based on the efficiency of combining this project with the RCOC road project, we propose reducing this fee to 4.0%. This results in a proposed lump sum fee to perform the work as outlined in this scope of services of eighty-eight thousand dollars ($88,000.00). The fee derivation is based on the following breakdown:

Design Fee at 4.0% of construction cost ($2,200,000) = $88,000

Thank you for the opportunity to be of service. If you have any questions or require additional information, please contact us. We look forward to working with you on this project.

Sincerely,
OHM Advisors

Timothy J. Juidici, P.E.
Principal-in-Charge

Authorization to Proceed

Signature Date

Printed Name Title

Encl: Cost Estimate

cc: Jeff Herczeg, Director of Public Works
Rebecca Runkel, Project Engineer
Andrew Cousino, OHM
File

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval of the 2026 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping selected County Roads in Novi; and adoption of resolution authorizing Novi to provide summer maintenance on selected County roads.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- The agreement requires DPW to sweep County Roads three times (1st: Apr 30-May 30; 2nd: July 30-Aug 30; 3rd: Oct 30-Nov 30).
- The City will receive reimbursement of $25,340.70 for these services.

BACKGROUND INFORMATION:

Each season, DPW crews sweep debris from City-maintained major roadways, and neighborhood streets, as well as select County roads inside City limits. The City utilizes a general maintenance permit with the Road Commission for Oakland County (RCOC) to provide these enhanced maintenance services. For the 2026 season, the RCOC provided an agreement for street sweeping services. The agreement requires the following County roads to be swept by DPW three times (1st: Apr 30-May 30; 2nd: July 30-Aug 30; 3rd: Oct 30-Nov 30).

Road	From	To	Total Curb Miles
Pontiac Trail	West Park Drive	Beck Road	1.23
Beck Road	Grand River Avenue	12 Mile Road	1.21
Grand River Avenue	Wixom Road	Haggerty Road	9.03
Ten Mile Road	Napier Road	Haggerty Highway	2.89
Novi Road	8 Mile Road	12 Mile Road	5.74
Haggerty Highway	14 Mile Road	8 Mile Road	5.91
12 Mile Road	Grand River Avenue	Haggerty Highway	12.04
8 Mile Road	Napier Road	Taft Road	2.31
14 Mile Road	Beck Road	West Park Drive	0.89
Napier Road	12 Mile Road	8 Mile Road	0.88
Roundabout	Napier Road	10 Mile Road	1.68
Brickscape	8 Mile Road	Terminus	0.03
Baseline	8 Mile Road	Terminus	0.04
		Total	**43.88**

43.88 Curb Miles x $192.50 /Curb Mile = $8,446.90 x 3 Sweepings: $25,340.70

The City would be responsible for street sweeping services on these roads as agreed upon by the RCOC and the City of Novi, and this agreement would become effective upon the start of the 2026 season.

To offset costs of performing street sweeping services on County roadways, the City will receive reimbursement of $25,340.70 in two increments: 65% ($16,471.45) in September 2026, and 35% ($8,869.25) upon completion of the activity ($8,466.90 X 3 sweeping occurrences; $25,340.70 total). Reimbursement funding is based on a pro-rated amount of Act 51 gas tax revenue the RCOC receives from the State of Michigan and will be paid to the City in full as part of the agreement. The City Attorney's favorable review of the agreement is attached (Beth Saarela, March 13, 2026).

RECOMMENDED ACTION: Approval of the 2026 Summer Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for street sweeping selected County Roads in Novi; and adoption of resolution authorizing Novi to provide summer maintenance on selected County roads.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
2026 SUMMER MAINTENANCE AGREEMENT
CITY OF NOVI and ROAD COMMISSION FOR OAKLAND COUNTY

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____and supported by Councilmember _____.

WHEREAS; the City of Novi has determined that it is desirable to enter into an Agreement with the Road Commission for Oakland County to perform street sweeping operations on Pontiac Trail, Beck Road, Grand River Avenue, Ten Mile Road, Novi Road, Haggerty Road, Twelve Mile Road, Eight Mile Road, Fourteen Mile Road, Napier Road, Roundabout, Brickscape & Baseline.

WHEREAS; entering into a formal one-year agreement is necessary to facilitate the transfer of jurisdiction from the Road Commission of Oakland County to the City of Novi for said street sweeping operations on the designated roadways within the City limits of Novi, and,

WHEREAS; the Road Commission for Oakland County will reimburse to the City of Novi a total of $25,340.70 for maintaining 43.88 miles, said compensation calculated and agreed to by the Road Commission for Oakland County as fair and equitable compensation for street sweeping operations on County roads within the City of Novi.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Council for the City authorize the execution of the 2026 Summer Maintenance Agreement with the Road Commission for Oakland County.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

March 12, 2026

Matt Wiktorowski, Senior Manager
Field Operations Division
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: 2026 Summer Maintenance Agreement with Road Commission for Oakland County

Dear Mr. Wiktorowski:

We have received and reviewed the proposed 2026 Road Maintenance Agreement prepared by the Road Commission for Oakland County for the purpose of authorizing payment to the City for the City sweeping County roads within the City. The format and terms of the Agreement are the same as the terms for the 2025 Winter Road Maintenance Agreement with RCOC.

Subject to approval of all insurance requirements by the City's insurer, we see no legal impediment to the City's approval and execution of the 2026 Summer Road Maintenance Agreement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosure
C: Cortney Hanson, Clerk (w/Enclosure)
Jeffrey Herczeg, Public Services Director (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

ROAD COMMISSION for OAKLAND COUNTY

QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

James Esshaki
Commissioner

Tylene L. Henry
Commissioner

Eric D. McPherson
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

www.rcocweb.org

March 10, 2026

Mr. Jeff Herczeg
Public Service, Field Operations
City of Novi
45175 W. Ten Mile Road
Novi MI 48375-3024

RE: 2026 Summer Maintenance Agreement

Dear Mr. Herczeg:

Attached are two copies of a Summer Maintenance Agreement between the Road Commission for Oakland County and the City of Novi for sweeping on Pontiac Trail, Beck Rd., Grand River Ave., 10 Mile Rd., Novi Rd., Haggerty Hwy., 12 Mile Rd., 8 Mile Rd., 14 Mile Rd., Napier Rd., Napier/10 Mile Roundabout, Brickscape and Baseline within the city limits. The frequency of the sweeping activity for this year is 3 sweepings.

Please note: We are requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2026, and invoice for the remaining 35% upon completion of the last maintenance activity.

If the agreement is satisfactory, please attach certified copies of the resolution of approval by your City Council and return the two signed copies to this office for approval by the Board of Road Commissioners. One fully signed copy will be returned to you.

Please submit your proof of liability insurance that covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. As your current Certificate of Membership in the Michigan Municipal Workers Compensation Fund will expire in June, I would appreciate it if you would forward a new certificate at that time. If there are any changes in the coverage during the term of this agreement, we must be notified of these changes.

The Board of County Road Commissioners and I extend our appreciation to you, the City Council and your road employees, for the fine work that has been done regarding past agreements, and we want to continue to cooperate with you in any way that we can.

Also, please note that the prices in Exhibit A are reflective of our current bids. If you have any questions, please call.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

DMH/ls
attachments

2026 SUMMER MAINTENANCE AGREEMENT
CITY OF NOVI

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement ("Agreement") is made this ____day of_____, 2026, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the "Board and as the "Road Commission for Oakland County") and the **City of Novi,** Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for performing Summer Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. "Summer Maintenance," herein required to be performed by City, shall mean the work and services specified in Exhibit B hereto and this Agreement. All maintenance work and services performed by the City shall be in accordance with the Board's minimum maintenance standards and this Agreement.

II

The Board has determined and specified the equipment and personnel necessary to provide the Summer Maintenance and the City has acquired the necessary equipment and personnel so specified. The City shall keep accurate and uniform records of all Summer Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **$25,340.70**, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2026
35% upon completion of the last Summer Maintenance activity

The making of said payments shall constitute the Board's entire obligation in reference to Summer Maintenance.

IV

It is specifically understood and agreed by the City and the Board that by undertaking to perform Summer Maintenance of certain county primary roads, the City does not assume the Board's legal duty to

keep said roads in such condition as to be in accordance with MCLA 224.21, reasonably safe and convenient for public travel, other than as may relate to the work and service to be performed as listed in Section I above, and the City hereby agrees to hold harmless, represent, defend with counsel acceptable to the Board, and indemnify the Board; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and any and all applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; any and all local units(s) of government within which the roads subject to this Agreement are located, and the respective officers, agents and employees of all of the foregoing, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, both known and unknown, whether during the progress or after the completion thereof. However, this harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Summer Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Summer Maintenance under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Summer Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation, employer's liability, automobile and comprehensive general liability insurance coverages, and such other insurance coverages, as described in Exhibit C attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement, and these coverages shall be obtained and maintained in accordance with the requirements set forth in Exhibit C attached hereto and made a part hereof and shall be primary and non-contributory.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State**.** In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 PA 453, as amended, and 1976 PA 220, as amended, the Contractor covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of the particular job or position, and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

Contractor shall utilize the provisions of the Federal E-Verify Program to verify the work authorization status of all newly hired employees; and the Road Commission for Oakland County may terminate the contract for failure of Contractor to so comply with the Federal E-Verify Program.

IX

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Summer Maintenance activities will be executed annually by the parties hereto.

The terms and conditions of this Agreement shall become effective as of April 1, 2026, and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before November 30, 2026, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit D).

Witnesses:

CITY OF NOVI
A Municipal Corporation

_____ By:_____

Its:_____

_____ By:_____

Its:_____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

_____ By:_____

Its:_____

_____ By:_____

Its:_____

EXHIBIT A

2026 SUMMER MAINTENANCE AGREEMENT

CITY OF NOVI

CURB SWEEPING

Primary Roads

			Miles
Pontiac Trail:	West Park Dr. to just W/O Beck Rd	Border includes Commerce side	1.23
Beck Road:	Grand River Ave. to Twelve Mile Rd	Border includes Wixom side	1.21
Grand River Ave.:	Wixom Rd to Haggerty Rd		9.03
Ten Mile Rd.:	Napier Rd to Haggerty Hwy		2.89
Novi Rd.:	Eight Mile Rd to Twelve Mile Rd		5.74
Haggerty Hwy:	Fourteen Mile Rd to Eight Mile Rd	Border includes Farmington side	5.91
Twelve Mile Rd.:	Grand River Ave to Haggerty Hwy	includes Median & section E/O Grand River	12.04
Eight Mile Rd.:	Napier Rd to Taft Rd	Border includes Northville (both sides)	2.31
Fourteen Mile Rd.:	Haggerty to East Lake	Border includes Commerce side	0.89
Napier Rd.:	Twelve Mile Rd to Eight Mile Rd	Border includes Lyon side but not Roundabout	0.88
Napier/ Ten Mile (Roundabout):	Includes all legs and Lyon side		1.68

Local Roads

Brickscape:	North of Eight Mile Rd		0.03
Baseline:	Just South of Eight Mile Rd		0.04
		TOTAL MILES	**43.88**

Sweeping	43.88 Curb Miles x $192.50 /Curb Mile = $8,446.90 x 3 Sweepings:	$25,340.70
	(Both directions, including medians and border roads)	
	TOTAL CONTRACT	**$25,340.70**

EXHIBIT B

2026 SUMMER MAINTENANCE AGREEMENT

CITY OF NOVI

WORK TO BE PERFORMED:

1. Sweep all roads listed in Exhibit A, in both directions of travel and around islands, as provided in this Agreement, three (3) times, once between April 30th and May 30th, once between July 30th and August 30th, and once between October 30th and November 30th.

2. The City may at its own expense sweep more frequently, subject to the other terms and conditions of this Agreement, including, without limitation, the indemnification and insurance provisions.

EXHIBIT C

2026 SUMMER MAINTENANCE AGREEMENT

CITY OF NOVI

SPECIAL PROVISION
FOR
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

SPECIAL PROVISION
FOR
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

Indemnification and Damage Liability
See provisions of the maintenance agreement to which this Exhibit C is attached.

Insurance Coverage:
The City, prior to execution of the maintenance agreement, shall file with the Board of County Road Commissioners of the County of Oakland ("Board"), copies of completed certificates of insurance as evidence that it carries adequate insurance satisfactory to the Board; and, without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. The City shall immediately notify the Board and cease operations upon the occurrence of any cancellation, reduction, modification or termination of insurance required hereunder, and shall not resume operations under this Agreement until all insurance as required by this Agreement is in full force and effect. The City shall provide in a form and substance acceptable to the Board an underwriter's endorsement to its comprehensive general liability insurance and auto liability insurance, including any excess umbrella insurance, in the amounts set forth on Exhibit C, naming the Board and the Office of the Oakland County Water Resources Commissioner as an additional named insured. The City shall obtain and deliver to the Board notices of cancellation and non-renewal endorsement, acceptable to the Board, for the general liability, auto liability, and worker's compensation and employer's liability policies. Prior to commencing the work, the City shall provide to the Board evidence satisfactory to the Board of payment of the current premium for the required insurance and endorsements and shall also obtain certificates of insurance for each policy, providing for thirty (30) days actual (not "endeavor to") prior, written notice to the Board by the insurance carrier of any cancellation, termination reduction or material change of the policy. The City shall make sure that each of its subcontractors, if any, providing any of the work and services under this contract, shall obtain and maintain insurance as set forth in this Agreement.

The City shall provide the following insurance coverages which shall be primary and non-contributory:

a. Workmen's Compensation Insurance: The insurance shall provide protection for the City's employees, to the statutory limits of the State of Michigan and $500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

b. Bodily Injury and Property Damage Other than Automobile: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

Bodily Injury Liability Each Person: $1,000,000 Each Occurrence: $1,000,000 Aggregate: $2,000,000 -and- Property Damage Liability: Each Occurrence: $250,000 Aggregate: $250,000	Or: Single Limit: Bodily injury and Property Damage Each Occurrence: $1,000,000 Aggregate: $2,000,000

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

c. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability) The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability Each Person: $500,000 Each Occurrence: $1,000,000 -and- Property Damage Liability: Each Occurrence: $1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: $2,000,000

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

d. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements to meet the specified minimum limits of liability.

e. The City shall provide for and in behalf of the Board and all agencies specified by the Board, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's Public Liability Insurance.

Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

See provisions of the maintenance agreement to which this Exhibit C is attached.

michigan municipal league

Workers' Compensation Fund

Certificate of Membership

Proof of Insurance

The Michigan Municipal League Workers' Compensation Fund, approved by the Director of the Workers' Compensation Agency as a group self-insurer, certifies that

Novi City of

Policy Number: 5003710-25

is a member in good standing of the Fund, for the year expiring

June 30, 2026

and as such is approved by the Agency as a self-insured.

Employer's Liability coverage of

$2,000,000 is included.

Michael J Forster

July 1, 2025

Effective Date

Note: This certificate is proof that your entity has complied with the Workers' Disability Compensation Act by becoming a Member of the Michigan Municipal League Workers' Compensation Fund. Copies of this certificate may be provided to third parties as evidence that the required workers' compensation coverage is in place.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	**CONTACT NAME:** Kris Cannon **PHONE (A/C, No, Ext):** 517-265-1886 **FAX (A/C, No):** **E-MAIL ADDRESS:** kris.cannon@kapnick.com
INSURED CITYOFN-01 City of Novi 45175 Ten Mile Road Novi MI 48375	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Charter Oak Fire Insurance Company 25615 **INSURER B :** The Travelers Indemnity Company 25658 **INSURER C :** Travelers Property Casualty Insurance Company 36161 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1468798525 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ZLP91N79886	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 3,000,000 $ 3,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	8101Y581064	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	ZUP91N79898	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CG D4 80 02 19 XTEND Endorsement for Public Entities. Written Contract Required.

General Liability - Blanket coverage:

Who is an Insured - Owners, Managers or Lessors of Premises
Blanket Additional Insured - Persons or Organizations for your Ongoing Operations as required by written contract or agreement.
Blanket Waiver of Subrogation

See Attached...

CERTIFICATE HOLDER

Road Commission for Oakland County
31001 Lahser Road
Beverly Hills MI 48025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James D Kapnick

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AGENCY CUSTOMER ID: CITYOFN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Kapnick Insurance Group		City of Novi 45175 Ten Mile Road Novi MI 48375
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Umbrella coverage is excess over underlying.

The certificate holder and all agencies specified by the Road Commission, as their interest may appear, Owner's Public Liability Insurance shall be an additional insured with reference to the "2026" Summer Maintenance, Road Commission of Oakland County". A 30-day notice of cancellation applies.

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CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval of Resolution renewing participation in the Southeastern Oakland County Public Works Association Mutual Aid Agreement.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- The Agreement will secure to each participating community the benefits of mutual aid in public works to include personnel and equipment in the event of an emergency, disaster or other serious threat to the public's infrastructure.
- This Public Works Mutual Aid Authority agreement replaces the original one from 1987.

BACKGROUND INFORMATION:

As a member community of the Southeastern Oakland County Public Works Association (SOCPWA), the City of Novi benefits from the provisions outlined in Public Act 35 of 1951. This Act authorizes intergovernmental contracts between municipalities and authorizes any municipal corporation to contract with any other person or municipality; to furnish lawful municipal service to property outside its limits.

This Act resulted in the formation of a regional mutual aid association, known as the *Public Works Mutual Aid Authority,* consisting of 21 communities in Southeast Michigan with authority and responsibilities relating to the utilization of resources concurrent with disasters common to all communities. Communities include Auburn Hills, Berkley, Birmingham, Bloomfield Township, Clawson, Farmington, Farmington Hills, Ferndale, Frankin, Hazel Park, Huntington Woods, Lathrup Village, Madison Heights, Oak Park, Orchard Lake, Pleasant Ridge, Rochester, Rochester Hills, Royal Oak, and Southfield.

Each SOCPWA member agency has entered into the same agreement, all agreeing to send available resources to assist a stricken community. The benefits of SOCPWA include improving disaster response capabilities, reducing the impact of disasters, strengthening interstate mobilization, and bringing public works stakeholders together.

This Public Works Mutual Aid Authority agreement replaces the original one from 1987. This agreement term is for five years with a one-year renewal. As with other

agreements, the City of Novi will need a resolution authorizing the Mayor to enter into the SOCPWA Agreement. The City as a party to the Agreement would have the option to request mutual aid from the other parties to the Agreement in an emergency. The City may, but is not required to, respond to requests for mutual aid from the other parties. There is no obligation to respond and provide services. Responses for the first 48 hours are at no cost to the requesting party, other than potentially fuel costs. After 48 hours, the responding party may receive reimbursement for equipment and labor expenses. Each party is responsible for its own liability. The City Attorney has reviewed the agreement and finds there is no legal impediment to entering this agreement (Beth Saarela, March 12, 2026).

RECOMMENDED ACTION: Approval of Resolution renewing participation in the Southeastern Oakland County Public Works Association Mutual Aid Agreement, an intergovernmental agreement providing public works mutual aid assistance among other signatories.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION TO ENTER INTO THE SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION PUBLIC WORKS MUTUAL AID AGREEMENT FOR THE SHARING OF PERSONNEL AND EQUIPMENT DURING EMERGENCIES

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____and supported by Councilmember _____

WHEREAS; the Southeastern Oakland County Public Works Association (SOCPWA) has established a regional Public Works Mutual Aid Authority to provide assistance among member communities during emergency situations; and

WHEREAS; pursuant to Michigan Public Act 35 of 1951, municipalities are authorized to enter into intergovernmental agreements for the joint exercise of powers and to provide municipal services; and

WHEREAS; the Public Works Mutual Aid Agreement allows participating communities to request and provide assistance in the form of personnel, equipment, and materials during emergencies or disasters that exceed the capacity of a single community; and

WHEREAS; participation in this cooperative mutual aid system will enhance the ability of the City of Novi to respond to emergencies and protect the health, safety, and welfare of its residents; and

WHEREAS; the governing body of the City of Novi has reviewed the proposed agreement and finds it to be in the best interest of the municipality and its residents.

NOW, THEREFORE, BE IT THEREFORE RESOLVED that the City of Novi hereby approves participation in the Public Works Mutual Aid Authority Agreement administered through the Southeastern Oakland County Public Works Association.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

March 12, 2026

Matt Wiktorowski, Senior Manager
Field Operations Division
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: Joint and Cooperative Agreement for Use of Personnel and Equipment During Emergencies - Southeastern Oakland County Public Works Association Public Works Mutual Aid Authority

Dear Mr. Wiktorowski:

We have received and reviewed the proposed Joint and Cooperative Agreement for Use of Personnel and Equipment During Emergencies drafted by the Southeastern Oakland County Public Works Association Public Works Mutual Aid Authority. The City must approve the Agreement to receive and provide public works mutual aid services from the members of the Authority. The Agreement is a standard Mutual Aid Agreement. The City as a party to the Agreement would have the option to request mutual aid from the other parties to the Agreement in an emergency. The City may, but is not required to, respond to requests for mutual aid from the other parties. There is no obligation to respond and provide services. Responses for the first 48 hours are at no cost to the requesting party, other than potentially fuel costs. After 48 hours, the responding party may receive reimbursement for equipment and labor expenses. Each party is responsible for its own liability. The initial term of the Agreement is five years with a one year renewal. Parties may terminate their participation in the Agreement with 30-days notice to the Authority. We see no legal impediment to entering into the Agreement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Jeffrey Herczeg, Public Services Director (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

JOINT AND COOPERATIVE AGREEMENT
FOR USE OF
PERSONNEL AND EQUIPMENT DURING EMERGENCIES

SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION
PUBLIC WORKS MUTUAL AID AUTHORITY

I. PURPOSE

The member communities of the Southeastern Oakland County Public Works Association (SOCPWA) recognize that they have authority pursuant to the provisions of Public Act 35 of 1951, an Act to authorize intergovernmental contracts between municipal corporations and to authorize any municipal corporation to contract with any other person or any other municipal corporation; to furnish any lawful municipal service to property outside the corporate limits of the first municipal corporation for consideration. The result establishes a regional mutual aid association, to be known as the Public Works Mutual Aid Authority, representative of the various communities with authority and responsibilities relating to utilization of resources to counteract natural and man-made disasters common to all communities, together with the power and authority to implement such services as set forth herein.

II. DEFINITION OF TERMS

For purposes of this Agreement, the terms defined in this section shall have the meanings given them.

1. *Party* means a governmental unit which is a party to this Agreement.
2. *Eligible party* means a governmental or corporation unit which is entitled to become a party to this Agreement, at its own option.
3. *Requesting party* means a party which requests assistance from other parties.
4. *Responding party* means a party which provides assistance to a requesting party.
5. *Assistance* includes personnel, materials and equipment.
6. *Requesting official* means the person who has been designated by the requesting party to request assistance from other parties.
7. *Responding official* means the person who has been designated by a party to determine whether and to what extent that party should provide assistance to a requesting party.
8. *Emergency* means a sudden and unforeseen situation requiring immediate action beyond the requesting party's capability.
9. *Authority Secretary* means the secretary of the Public Works Mutual Aid Authority.

10. *Public Works Mutual Aid Authority* means the organization formed by the Southeastern Oakland County Public Works Association to meet emergency situations within the boundaries of its member communities.

III. PARTIES

1. The parties to this Agreement shall consist of members of the Southeastern Oakland County Public Works Association and shall be known as the Public Works Mutual Aid Authority. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by the member party together with a certified copy of the resolution authorizing the Agreement.

2. The Authority Secretary shall maintain a current list of the parties to this Agreement. Whenever there is a change of the parties to this Agreement, the Authority Secretary shall notify the designated responding official of each of the parties of such change.

IV. PROCEDURE

1. Each party shall designate and keep on file with the Authority Secretary the name of the person of that party who shall be its requesting official and responding official. A party may designate alternate officials to act in the absence of the primary official.

2. Whenever, in the opinion of a requesting official of a party, there is a need for assistance from other parties to assist the requesting party, such requesting official may, at his or her discretion, call upon the responding official of any other party to furnish assistance to and within the boundaries of the requesting party. It is the intention of the parties to this Agreement to cooperate in the event of an emergency by making available to a requesting party necessary or requested personnel, materials, and equipment without undue delay.

3. Upon the receipt of a request for assistance from a party, the responding official for any other party may authorize and direct the personnel of the responding party to provide assistance to the requesting party. Whether the responding party shall provide such assistance to the requesting party, and, if so, to what extent such assistance shall be provided, shall be determined solely by the responding official subject to such supervision and direction as may be applicable for him or her within the governmental structure of the party by which he or she is employed. Failure to provide assistance will not result in liability to any party.

4. When a responding party provides assistance under the terms of this Agreement, it may in turn request assistance from other parties as “back-up” during the time that it is providing assistance outside its boundaries.

5. Whenever a responding party has provided assistance to a requesting party, the responding official may at any time recall such assistance or any part thereof to

the responding party, if the responding official in his best judgment deems this is in the best interest of his own agency.

6. When a responding party supplies equipment and personnel to a requesting party, said equipment and personnel shall remain under the direction and control of the responding party; shall be paid by the responding party; shall be protected by the Worker's Compensation of the responding party; and shall otherwise be deemed to be performing their regular duties for the responding party. However, the responding party shall undertake to coordinate with the requesting party the assistance which it provides. The requesting party shall provide all routine fueling and servicing of respondents' equipment and materials, and shall assume all costs thereof during the assistance period.

7. A responding party shall be responsible for its own personnel, equipment, and materials and for injuries or death to any personnel, or damage to any such equipment or materials, except that unused equipment and materials provided by the responding party shall be returned to the responding party by the requesting party when circumstances permit this to be done.

8. The requesting and responding parties may review any equipment repaired to determine if such repair was directly related to the emergency operation. If mutually agreed that repairs are required, they shall be the responsibility of the requesting party. Any disagreement which cannot be resolved by the responding and requesting parties shall be resolved by a committee established from the Public Works Mutual Aid Authority. Materials and supplies used by the responding party at the request or direction of the requesting party shall be reimbursed by the requesting party to the responding party.

9. An emergency response by a responding party, which is provided on a "gratis" basis, shall be limited to a maximum of forty-eight (48) hours duration. After such time, the responding party shall be reimbursed for labor and equipment by the requesting party. During this period of time, the requesting party shall actively seek to engage outside contractors to conduct the work being done by the responding party so as to expedite the return of the responding party to its home community.

10. The responding party shall maintain such records of the cost of labor, equipment and materials provided; and hours of work or operation as deemed necessary for recovery of costs in the event the incident becomes eligible for Federal or State Disaster Assistance. If declared eligible, these costs shall then be reimbursed by the requesting party in full or in a prorata share of assistance provided.

11. The requesting party shall not be responsible for any injuries, losses, or damages to persons or property arising out of the acts of any of the personnel of a responding party. Nor shall the responding party be responsible for injuries, losses or damages arising out of the acts of any of the personnel of the requesting party or the personnel of any other responding party.

12. Technical service and assistance of non-emergency nature may be requested and/or provided by the parties to this Agreement.

V. INSURANCE

Each party to this Agreement shall maintain appropriate insurance policies covering personal and public liability. Said policies shall cover damage or injury caused by negligent operation of its vehicles while operating under the terms of this Agreement outside of its corporate limits or contract areas.

VI. RESPONSIBILITY PROVISION

Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of action, losses or expenses – including attorney fees, resulting from or caused by its acts or omissions, the acts or omissions of its employees, officers, or officials, pursuant to this Agreement.

Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

VII. COMPLETE AGREEMENT

The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of this Agreement. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions, or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

VIII. APPROVALS

All of the parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The person signing this agreement on

behalf of each municipality have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.

IX. WITHDRAWAL, TERM, AND TERMINATION

This Agreement shall be for an Initial Term of five (5) years, from _____, 2025 through _____, 2030. If this Agreement is not terminated as provided below, it shall automatically renew annually for a Renewal Term of one (1) year, subject to the terms and conditions below. The Renewal Terms possible under this Section are not limited. Any party may withdraw from the Association at any time upon thirty (30) days written notice to the Authority. The Authority Secretary shall thereupon give notice of such withdrawal, and of the effective date thereof, to all other parties, as hereinbefore provided.

X. NO THIRD-PARTY BENEFICIARIES.

This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a named party to this Agreement. The parties will not authorize third party use of the system without prior approval of those entering into this Agreement.

XI. ASSIGNMENTS.

The rights, duties and obligations under this Agreement are not assignable and may not be delegated by any party, except with the written approval of the other parties to this Agreement.

XII. NOTICES.

Notices under this Agreement shall be directed to current designated the Requesting/Responding Official identified on file with the Secretary.

XIII. AMENDMENTS.

Amendments of this Agreement shall be in writing, approved by resolution of the councils and boards of the parties, and be signed by authorized representatives of the parties.

XIV. SEVERABILITY.

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

XV. APPLICABLE LAW.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive

or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

XVI. NO WAIVER.

Absent an express written waiver, the failure of a party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XVII. COMPLIANCE WITH LAWS.

Each party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

XVIII. FILING.

As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

XIX. EFFECTIVE DATE

This Agreement shall become effective on_____, 20_____.

IN WITNESS WHEREOF, the undersigned, on behalf of their governmental unit, have executed this Agreement pursuant to authorization by the City/Township of _____, MICHIGAN on the _____ day of _____, 20_____.

City/Township of _____

WITNESS: _____ By: _____
Chief Elected Official

WITNESS: _____ By: _____
Clerk

Date: _____

SOUTHEASTERN OAKLAND COUNTY
PUBLIC WORKS ASSOCIATION

WITNESS: _____ By: _____

Date: _____

CONSTITUTION AND BY-LAWS
OF THE
SOUTHEASTERN OAKLAND COUNTY
PUBLIC WORKS ASSOCIATION'S
PUBLIC WORKS MUTUAL AID AUTHORITY

ARTICLE I
Name and Purpose

Section I: This organization shall be known as the "Public Works Mutual Aid Authority".

Section II: The purpose of membership in this association shall be to assist member communities in emergency situations, to exchange ideas, equipment, and methods of dealing with emergencies, and to protect the lives and property within member communities in the case of any emergency or disaster.

ARTICLE II
Membership

Section I: Membership in this authority shall refer to public works departments, or its equivalent department.

Section II: Any public works department or organization holding membership in the Southeastern Oakland County Public Works Association, and that can be of reciprocal service to other members of said organizations evidenced by its maintenance of a level of equipment and labor sufficient to meet the ordinary and routine operations and services within its community, and are from an incorporated Village or City, a Township, or an authority created by such bodies, and is approved by a simple majority of the membership, shall be eligible for membership in this authority.

Section III: The following shall be known as members of this authority as of June 12, 2025:

Auburn Hills	Berkley	Birmingham	Bloomfield Township
Clawson	City of Farmington	Farmington Hills	Ferndale
Hazel Park	Huntington Woods	Lathrup Village	Madison Heights
Novi	Oak Park	Orchard Lake Village	Pleasant Ridge
Rochester	Rochester Hills	Royal Oak	Southfield
SOCRRA	SOCWA	Village of Franklin	

ARTICLE III
Dues

Section I: Each member shall pay an annual membership fee of $10.00 per year, which shall be due and payable on January 31 of each year.

ARTICLE IV
Officers

Section I: The officers of the Authority shall be Chairperson, Vice Chairperson, and a Secretary-Treasurer, and shall constitute the Executive Committee.

ARTICLE IV
Officers

Section I: The officers of the Southeastern Oakland County Public Works Association shall be Chairperson, Vice Chairperson, and a Secretary-Treasurer, and shall constitute the Executive Committee of the Public Works Mutual Aid Authority.

Section II: The Chairperson shall have the following duties: To call all regular and special meetings; to preside and preserve order at all meetings; to appoint committees; to see that subordinate officers execute the obligations and duties of their respective offices to the best of their ability.

Section III: The Vice-Chairperson shall have the following duties: To assist the Chairperson in the discharge of his or her regular duties, and in the event of the absence of the Chairperson, to assume the duties of Chairperson.

Section IV: The Secretary-Treasurer shall have the following duties: To call the roll; to keep a record of all proceedings of the Authority; to collect all dues and other monies due the Authority; to pay out said monies on the order of the Authority; and to send notices of all regular and special meetings of the Authority. The Secretary-Treasurer shall make an itemized report of all income and expenses to be presented at the first regular meeting of each year. In addition, the Secretary-Treasurer shall maintain a current list of all members in the Authority.

ARTICLE V
Meetings

Section I: The regular meeting of the Authority shall be held in January of each year. The time and location shall be determined by the executive committee.

Section II: Special meetings shall be called by the Chairperson with at least seven (7) days written notice to the membership.

Section III: A simple majority of the membership shall constitute a quorum.

Section IV: The Roberts Rules of Order shall govern.

Section V: Each member shall have one (1) vote.

ARTICLE VI
Elections

Section I: The election of officers shall be held at the regular meeting of each year. This election shall be by secret ballot, or by open ballot, at the selection of the membership.

Section II: The officers of the Authority shall be elected for a term of two (2) years.

Section III: In the event of a vacancy occurring in the office of the Chairperson, the Vice Chairperson shall succeed to that office. The Chairperson shall appoint replacement officers for all vacancies.

ARTICLE VII
Committees

Section I: The Authority shall have the following annual committee: Executive. Other committees may be formed to serve in an ad-hoc capacity, at the discretion of the executive committee.

Section II: Any committee shall have the authority to request assistance from any members of the Authority.

Section III: It shall be the duty of the Executive Committee to handle all matters that pertain to state legislation on matters of importance to the Authority.

ARTICLE VIII
Amendment and Dissolution

Section I: No amendment shall be made to these By-Laws unless proposed at the regular meeting in writing.

Section II: An amendment requires a two-thirds majority vote of the entire membership for acceptance.

Section III: This Authority may be disbanded by a three-fourths vote of the entire membership of the Authority, and a published or served notice shall be given to all members for that purpose at least one month before such a vote shall be taken.

****

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Adoption of a resolution amending a contract with the Michigan Department of Transportation (MDOT) for the construction of the ITC Trail to Bosco Fields Park Pathway.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- MDOT requires the City to agree to a cost participation agreement for projects receiving federal funds.
- The previously approved contract was based on the construction estimate, while the amended contract is based on the awarded bid and corrected for a quantity error.
- Estimated net change in the City's share of the construction contract costs is $28,106.40
- This sets the maximum amount of federal funds to receive for the project at $1,272,444.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	**$ 112,926.10 Previously Approved** **$ 28,106.40 Increase for quantity error** **$ 141,032.50 New Cost Share Amount**
BUDGET **Municipal Street Fund 204-446.00-976.222**	**$ 566,324.00**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**

BACKGROUND INFORMATION:

The City is receiving federal funding for the construction of a connector pathway between the ITC Trail and Bosco Fields Park, with the project being administered by the Michigan Department of Transportation (MDOT). Due to an error in the boardwalk railing quantity, the construction award amount increased by $140,530. MDOT amended the contract to increase the federal share to meet 81.85% of the total construction cost. MDOT's bid letting for the project was on November 7, 2025. The as-read low bid for the project plus the amount of the quantity error is $1,413,476.50, with the funds broken down as follows:

$ 1,413,476.50 Construction Bid + Increase Boardwalk Railing Quantity as bid

$ 1,272,444.00 Less Federal Funds

$ 141,032.50 City's Estimated Responsibility of the Construction Award

Due to the increased award amount, the construction engineering (CE) and material testing services fees will increase as follows:

CE Services (AECOM): $10,539.75
Material Testing (G2): $ 4,075.37
Total Increase: $14,615.12

The City Attorney reviewed the amended contract and resolution favorably (Beth Saarela, March 13, 2026). Construction is underway.

RECOMMENDED ACTION: Adoption of a resolution amending a contract with the Michigan Department of Transportation (MDOT) for the construction of the ITC Trail to Bosco Fields Park Pathway.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
MDOT CONTRACT 26-5103 (AMENDMENT TO CONTRACT 25-5523)
MDOT COST PARTICIPATION AGREEMENT
ITC TRAIL TO BOSCO FIELDS PARK PATHWAY

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____and supported by Councilmember _____.

WHEREAS; the City of Novi was awarded federal funding through the Michigan Department of Transportation (MDOT) under the Transportation Alternatives Program (TAP) in the amount of $1,272,444 for construction of a pathway between the ITC Trail and Bosco Fields Park; and

WHEREAS; the City of Novi's cost participation amount is estimated to be $141,032.50 of the total estimated project cost of $1,413,476.50; and

WHEREAS; MDOT administers all projects that receive federal funds on behalf of the local agency; and

WHEREAS; the Mayor and the City Clerk are authorized to execute the approved Cost Participation Contracts, on behalf of the City, as expressly authorized, directed and instructed by the Council.

NOW THEREFORE, IT IS THEREFORE RESOLVED that Mayor and Council of the City of Novi hereby support and authorize participation in MDOT Contract No. 26-5103 (amendment to contract 25-5523) by and between the Michigan Department of Transportation and the City of Novi.

And approve MDOT Contract Number 26-5103 (amendment to contract 25-5523)

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

March 13, 2026

Rebecca Runkel, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Resolution for Application to the Transportation Alternatives Program Grant - Pathway Connection Between the ITC Trail and Bosco Fields Park -Amended

Dear Ms. Runkel:

We have received and reviewed the enclosed revised Resolution for Application to the Transportation Alternatives Program Grant. The Resolution was revised for consistency with the amended Cost Sharing Agreement, which was approved at the November17, 2025 City Council meeting. The agreement was amended due to a quantity error on boardwalk railing that increased the construction cost. The amended Resolution appears to meet the requirements for submittal of the Application for TAP Grant Funding. We see no legal impediment to approval of the Resolution for submittal with the application package.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosures
C: Cortney Hanson, Clerk (w/ Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
MDOT CONTRACT 26-5103 (AMENDMENT TO CONTRACT 25-5523)
MDOT COST PARTICIPATION AGREEMENT
ITC TRAIL TO BOSCO FIELDS PARK PATHWAY

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____and supported by Councilmember _____.

WHEREAS; the City of Novi was awarded federal funding through the Michigan Department of Transportation (MDOT) under the Transportation Alternatives Program (TAP) in the amount of $1,272,444 for construction of a pathway between the ITC Trail and Bosco Fields Park; and

WHEREAS; the City of Novi's cost participation amount is estimated to be $141,032.50 of the total estimated project cost of $1,413,476.50; and

WHEREAS; MDOT administers all projects that receive federal funds on behalf of the local agency; and

WHEREAS; the Mayor and the City Clerk are authorized to execute the approved Cost Participation Contracts, on behalf of the City, as expressly authorized, directed and instructed by the Council.

NOW THEREFORE, IT IS THEREFORE RESOLVED that Mayor and Council of the City of Novi hereby support and authorize participation in MDOT Contract No. 26-5103 (amendment to contract 25-5523) by and between the Michigan Department of Transportation and the City of Novi.

And approve MDOT Contract Number 26-5103 (amendment to contract 25-5523)

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

DA

AMENDMENT TO CONTRACT 25-5523

Control Section	TAU 63000
Job Number	221323CON
Project	25A1123
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	26-5103

THIS AMENDATORY CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF NOVI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to this Amendment to CONTRACT #25-5523.

WITNESSETH:

WHEREAS, the parties to the Amendment have heretofore, by a Contract dated December 5, 2025, hereinafter referred to as "CONTRACT 25-5523" provided for the construction and financing of that which is hereinafter referred to as the "PROJECT" and is described as follows:

PART A – FEDERAL PARTICIPATION
Hot mix asphalt shared use path from the existing ITC Trail, south of 11 Mile Road, easterly to Bosco Fields Park connecting to Beck Road, including tree removal, earthwork, grading, aggregate base, boardwalk, concrete sidewalk and permanent signing; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Audio-visual record along the limits as described in PART A; and all together with necessary related work.

WHEREAS, the DEPARTMENT and the REQUESTING PARTY having appropriate authority desire to amend CONTRACT 25-5523 to provide for the increase in maximum Federal share and the change in the estimated PROJECT COST.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

1. Section 5 of CONTRACT 25-5523 is revised to read as follows:

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $1,272,444 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

2. EXHIBIT I of CONTRACT 25-5523 is superseded by EXHIBIT I REVISED, dated February 25, 2026 attached hereto and made a part hereof. Any references to EXHIBIT I in CONTRACT 25-5523 shall be construed to mean EXHIBIT I REVISED.

3. Except as amended by the provisions herein, all of the provisions, covenants, and obligations of the parties contained in CONTRACT 25-5523 shall remain in full force and effect.

4. The REQUESTING PARTY waives any and all claims it has or may have against the DEPARTMENT which arise out of the need to amend CONTRACT 25-5523.

5. This Amendatory contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF NOVI

By_____
Title:

By _____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
for Department Director MDOT



2/4/87 amend.for 2/25/26

February 25, 2026

EXHIBIT I REVISED

CONTROL SECTION	TAU 63000
JOB NUMBER	221323CON
PROJECT	25A1123

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$1,271,750	$ 1,200	$1,272,950

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$1,271,750	$ 1,200	$1,272,950
Less Federal Funds*	$1,040,927	$ 0	$1,040,927
BALANCE (REQUESTING PARTY'S SHARE)	$ 230,823	$ 1,200	$ 232,023

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

2/4/87 amend.for 2/25/26

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Adoption of a Resolution requesting the Michigan Department of Transportation (MDOT) includes the existing bridge on Nine Mile Road at Center Street over Thornton Creek in the State Local Bridge Program List for Replacement.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- The Nine Mile Bridge at Center Street is a dual corrugated metal pipe arch culvert that is in overall poor condition.
- If awarded funding, the MDOT Local Bridge Program will cover 95% of the construction cost, with the city being responsible for 5% of construction and all design and construction engineering costs.

BACKGROUND INFORMATION:

City engineering consultant, OHM Advisors, completed an annual inspection of the Nine Mile bridge at Center Street over Thornton Creek in September 2024. The bridge is recommended for replacement through the Michigan Department of Transportation (MDOT) Local Bridge Program due to the structure being in poor condition. Although not a traditional bridge, due to the significant skew of the culverts, they span the centerline of the road at a length that categorizes them as a bridge per MDOT standards.

MDOT is currently accepting applications for the FY 2029 Local Bridge Program, and staff are submitting the Nine Mile Road at Center Street bridge. If the bridge is selected, the City would be responsible for 5% of the construction costs. The construction costs are estimated at $3,177,522. The City would be responsible for 100% of the associated design engineering fees in the amount of $198,595 (6.25% of $3,177,522), and the construction engineering fees in the amount of $135,045 (4.25% of $3,177,522). The City has successfully received funding for other bridge projects through this program. The project is currently in the Capital Improvement Plan.

The estimated construction cost the City would be responsible for is $158,876 (5% of $3,177,522). As part of the application process, the applicant is required to provide a current resolution, signed, and dated, from the governing board supporting the

project. The adoption of the proposed resolution would demonstrate support from the City to MDOT for the replacement of the bridge and that the City will make the reasonable effort necessary to accomplish this effort. Any application not containing a signed resolution will be considered incomplete and will be rejected.

The City Attorney has reviewed the resolution and sees no legal impediment (Beth Saarela, March 11, 2026).

RECOMMENDED ACTION: Adoption of a Resolution requesting the Michigan Department of Transportation (MDOT) includes the existing bridge on Nine Mile Road at Center Street over Thornton Creek in the State Local Bridge Program List for Replacement. If MDOT selects the bridge, the City of Novi will accept 100% of the design and construction engineering costs and 5% of the total construction cost.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION REQUESTING THAT THE MICHIGAN DEPARTMENT OF TRANSPORTATION INCLUDE THE BRIDGE ON NINE MILE ROAD OVER THORNTON CREEK (Str# 14274) IN THE STATE LOCAL BRIDGE PROGRAM LIST FOR REPLACEMENT

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on March 23, 2026, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____and supported by Councilmember _____.

WHEREAS; OHM Advisors, Consulting Engineers for the City of Novi, completed the 2024 annual inspection of twelve bridges in the City; and

WHEREAS; based on the 2024 inspection, OHM Advisors prepared a 2024 Bridge Inspection Report for the bridge on Nine Mile Road over Thornton Creek; and

WHEREAS; the 2024 Bridge Inspection Report concludes that the bridge on Nine Mile Road over Thornton Creek is in need of replacement; and

WHEREAS; based on the findings and recommendations of OHM Advisors, the DPW Director recommends that City Council authorize OHM Advisors to submit the LAP Bridge Applications to the Michigan Department of Transportation for the bridge on Nine Mile Road over Thornton Creek on the Local Bridge Program for Replacement funding; and

WHEREAS; the City of Novi's cost participation amount would be 5% of the total cost and 100% of the design and construction engineering cost; and

WHEREAS; the Mayor and City Clerk are authorized to execute said resolution.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the City of Novi is actively seeking financial participation to replace the bridge on Nine Mile Road over Thornton Creek and authorizes OHM Advisors to submit the LAP Bridge application to the Michigan Department of Transportation to include this bridge on the State Local Bridge Program

List for Replacement, to make application for financial assistance from the State of Michigan and Federal Government and to do those things reasonably necessary or required in order to accomplish the replacement of this bridge.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

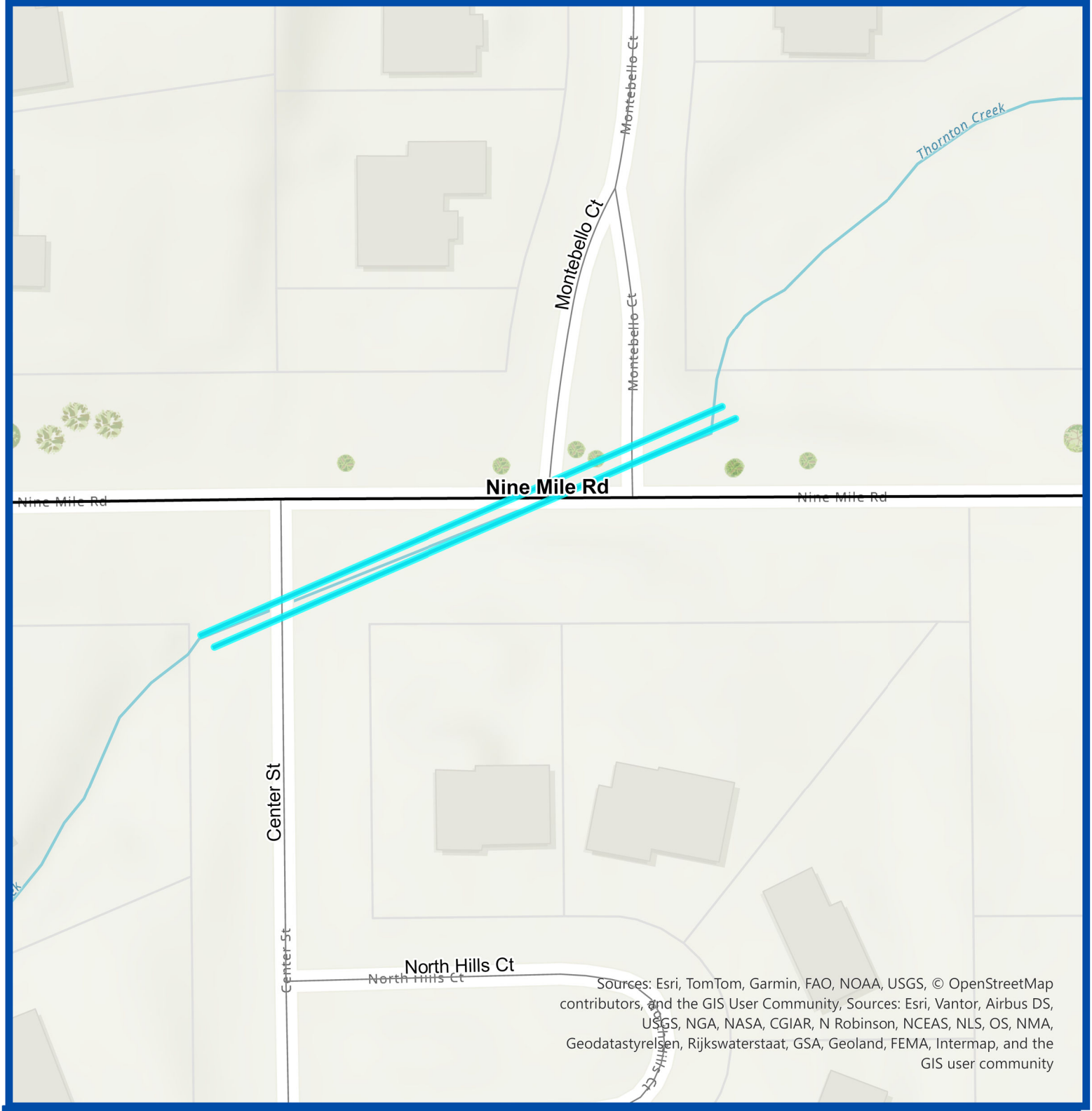
CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

Nine Mile/Center Bridge

Location Map



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

CITY OF NOVI
cityofnovi.org

Feet
0 35 70 140

Map Author: Croy
Map Print Date: Mar 2026

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

March 11, 2026

Ben Croy, City Engineer
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: MDOT Local Bridge Program –The Bridge on Nine Mile Road Over Thornton Creek (Str# 14274)

Dear Mr. Croy:

You have indicated that the City will be submitting its application for participation in MDOT's Local Bridge Program using the same Resolution as approved for the 2020 submittal. We previously reviewed and approve use of the proposed Resolution Requesting that the Michigan Department of Transportation Include the Bridge on Nine Mile Road Over Thornton Creek (Str# 14274) in the State Local Bridge Program List. The Resolution is provided for the limited purpose of acknowledging that the City agrees pay 5% of the total bridge replacement cost and 100% of the design and construction engineering cost in the event that a grant is awarded by MDOT.

Based on the limited purpose of the Resolution, we see no legal impediment to City Council approving the enclosed version of the Resolution.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure
C: Cortney Hanson, Clerk (w/Enclosure)
Jeffrey Herczeg, Director of Public Works (w/Enclosure)
Rebecca Runkel, Project Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION REQUESTING THAT THE MICHIGAN DEPARTMENT OF TRANSPORTATION INCLUDE THE BRIDGE ON NINE MILE ROAD OVER THORNTON CREEK (Str# 14274) IN THE STATE LOCAL BRIDGE PROGRAM LIST FOR REPLACEMENT

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on March 23, 2026, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____and supported by Councilmember _____.

WHEREAS; OHM Advisors, Consulting Engineers for the City of Novi, completed the 2024 annual inspection of twelve bridges in the City; and

WHEREAS; based on the 2024 inspection, OHM Advisors prepared a 2024 Bridge Inspection Report for the bridge on Nine Mile Road over Thornton Creek; and

WHEREAS; the 2024 Bridge Inspection Report concludes that the bridge on Nine Mile Road over Thornton Creek is in need of replacement; and

WHEREAS; based on the findings and recommendations of OHM Advisors, the DPW Director recommends that City Council authorize OHM Advisors to submit the LAP Bridge Applications to the Michigan Department of Transportation for the bridge on Nine Mile Road over Thornton Creek on the Local Bridge Program for Replacement funding; and

WHEREAS; the City of Novi's cost participation amount would be 5% of the total cost and 100% of the design and construction engineering cost; and

WHEREAS; the Mayor and City Clerk are authorized to execute said resolution.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the City of Novi is actively seeking financial participation to replace the bridge on Nine Mile Road over Thornton Creek and authorizes OHM Advisors to submit the LAP Bridge application to the Michigan Department of Transportation to include this bridge on the State Local Bridge Program

List for Replacement, to make application for financial assistance from the State of Michigan and Federal Government and to do those things reasonably necessary or required in order to accomplish the replacement of this bridge.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

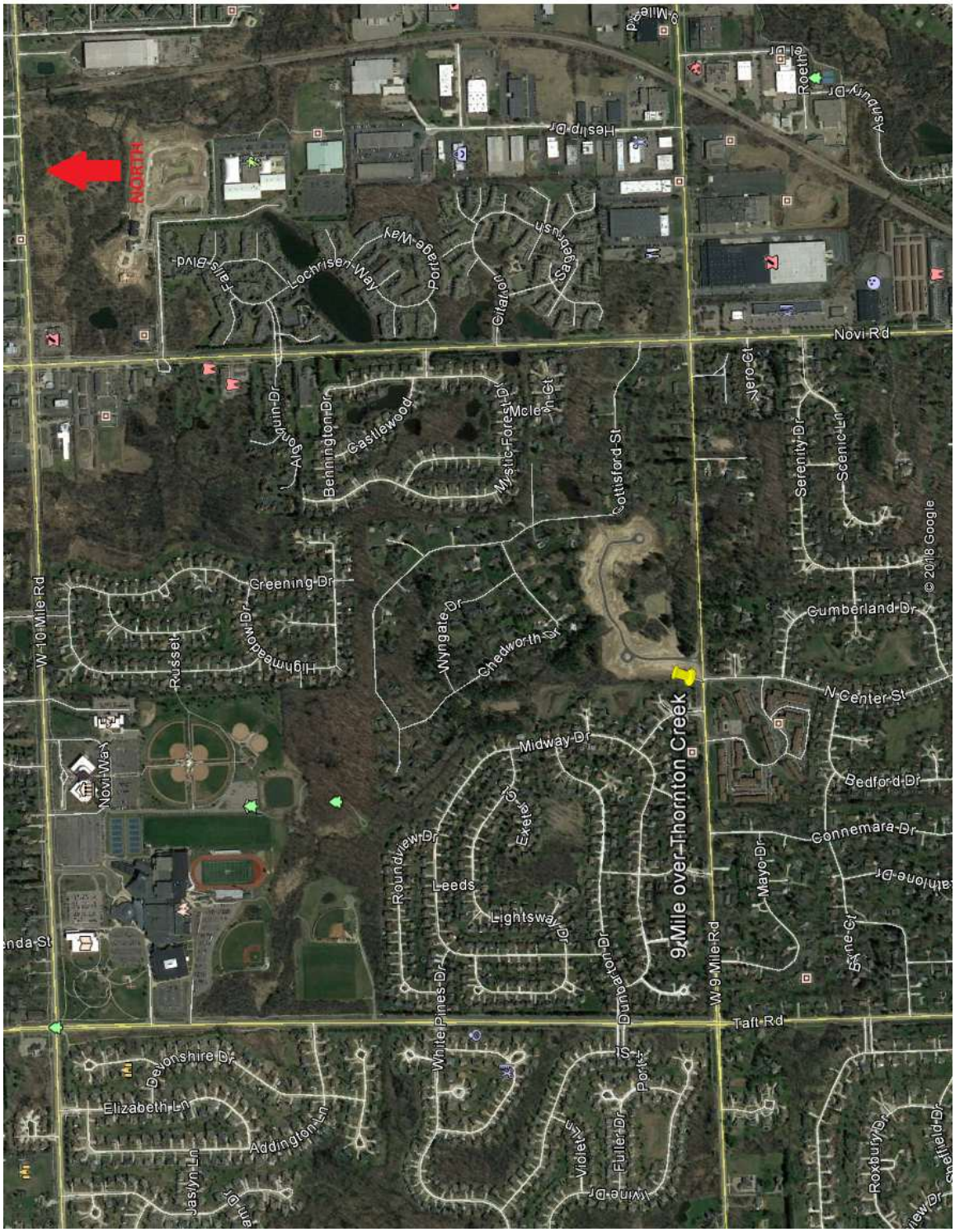
_____
Cortney Hanson, City Clerk

CERTIFICATION

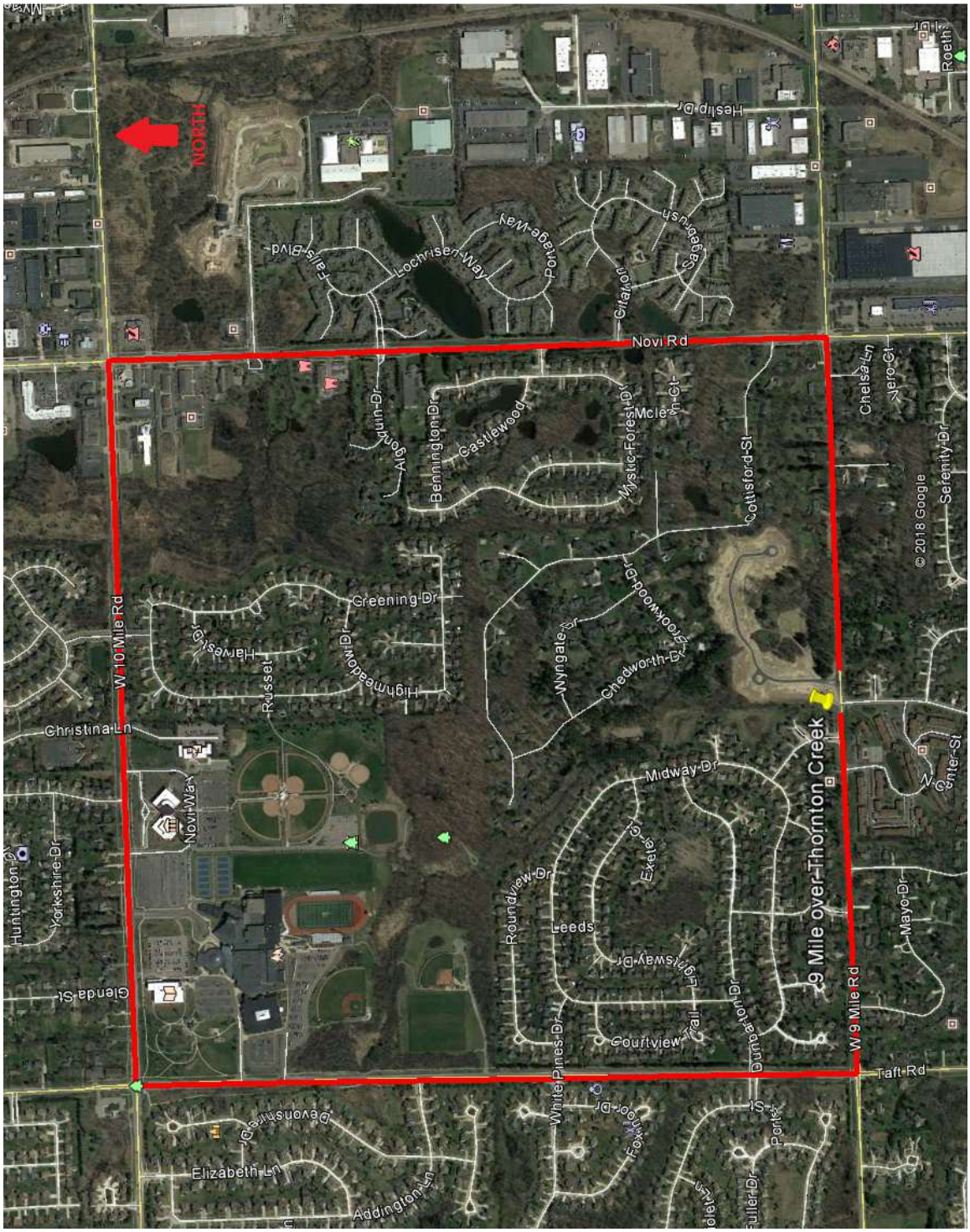
I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

2a. Situation Map



2b. Detour Map



9 Mile Rd to Novi Rd
To 10 Mile Rd
To Taft Rd
To 9 Mile Rd

Detour Length: 3.97 Miles

3. Photographs



South end



North pipe damage



Typical pipe condition at water line



North pipe damage



South pipe out of round



Patch and surface condition at kink in neighborhood entrance

4. Application Requirements for 9 Mile Road over Thornton Creek

A. Local Agency Contact Person

Ben Croy, PE
City Engineer
City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

B. The purpose of this application is for the replacement of the bridge for 9 Mile Road over Thornton Creek. The City of Novi will commit to providing 5% of the construction cost for local match on this project.

C. Economic Importance of the Structure

This structure is located approximately 2.8 miles west and 1 mile north of the interchange of I-275 and 8 Mile Road. 9 Mile Road is an east west road in Novi, servicing various neighborhoods, commercial and light industrial businesses, and schools in the area. The structure sees approximately 10,100 vehicles a day according to SEMCOG traffic counts.

9 Mile Road is used by the Novi School District for busing to its elementary, middle, and high schools. Novi High School is approximately 1 mile north of the structure and Thornton Creek Elementary is approximately 1 mile west of the structure on 9 mile road. Novi Fire Department Station 3 is located approximately 0.25 miles west of the structure and uses this roadway as one of its main routes to access areas to the east in times of emergency.

Many light industrial businesses are located adjacent to the CSX railroad 1 mile east of the structure on 9 Mile Road. A commercial area is also located 0.5 miles east of the structure at the intersection of 9 Mile and Novi Roads.

The current structure is a twin barrel 64 inch wide by 42 inch tall corrugated metal pipe arch culvert. The two barrels are separated by 1 foot. The structure is at a severe skew of 64 degrees underneath 9 Mile Road. It also has a kink on the north side due to an extension being placed to re-route the culvert for a new subdivision entrance. The condition of the structure is poor and has approximately one foot of cover over the culvert. The two barrels have considerable damage resulting in the pipes being pushed inwards with large areas of rust due to minimal amount of cover. Additional areas are out of round and have been bent. There is significant rust at the waterline in areas. The bankfull width of the Thornton Creek is also wider than the existing structure which can result in erosion around the structure and overtopping.

Due to the poor condition, existing damage and bankfull width, it is recommended that it be removed and replaced. To increase the cover over the

culverts to extend their life additional roadwork should be completed to raise the road.

D. If there is a current detour, what does it affect?

Currently the bridge is open to traffic and there is no detour.

E. If the structure were to be closed, what would the detour affect?

If the structure were to be closed, the commercial and light industrial areas on 9 Mile Road would be impacted due to traffic having to be detoured. The commercial area could be impacted due to rerouting of traffic. The light industrial companies would have costs associated with longer delivery routes. These impacts could result in economic strain. Local residents would also have to change their commuting routes. This culvert crosses in front of the only entrance to the Montebello subdivision and thus structure closure may result in geometric changes needed to the entrance to allow for 2-way traffic and deliveries. Emergency services, specifically the fire department, would take longer to reach the neighborhoods as they would have to detour around the bridge which serves as a primary connection between the east-west. As every second matters in an emergency, this could lead to public safety concerns. School buses would have to change their routes to be less efficient, costing the school district money. As schools are already struggling with funding, this would further stress the school's budgets.

F. The structure is not currently closed.

G. Maintenance of the Structure

No known work has been done to the structure. This structure is difficult to perform maintenance on due to the size and material.

5. Estimated Rehabilitation Costs

Structure Replacement		
A.	Road Construction	$ 306,022.00
B.	Structure Construction	$ 2,871,500.00
	Total (A & B)	$ 3,177,522.00

For a breakdown of Construction costs, see Appendix A.

6. Priority List

1. **9 Mile Road**

7. Resolution

The resolution is attached in Appendix B.

8. Previous Applications

It is understood that all previous applications have been discarded and that this application will be used to select funding.

APPENDIX A

Exhibit A

BRIDGE COST ESTIMATE WORKSHEET

- CPM, REHAB, REPLACE -

REV. 02/5/2025

	2025							DATE:	2/5/2025
Anticipated year of construction:	2029							ENGINEER:	AJR
Min. annual Inflation Limit:	3.00%				LENGTH	Out to Out	Curb to Curb		
Max. annual Inflation Limit:	9.00%	LOCATION:	9 MILE ROAD	over	THORNTON CREEK	26.6	24	0	
		PRIMARY WORK ACTIVITY						STRUCTURE ID:	14274
OWNER:	Novi	OTHER WORK:			DECK AREA:	638	SFT	BRIDGE ID:	0
REGION:	Metro	PR:	633603	MP: 0.56	CLEAR ROADWAY:	0	FT		
TSC:	Oakland							STR. TYPE:	3 Steel 19 Culvert

	WORK ACTIVITY		MDOT Bridge Design Guides (increase deck area based on design standards and hydraulic requirements)	QUANTITY	UNIT	UNIT COST Model Predicted	UNIT COST Used		TOTAL (Price projection to 2029)
NEW BRIDGE									
	Single or Multiple Spans, Grade Separation		(add demo, approach, MOT)		SFT	533	533	/SFT	
	Single Span, Over Water	Length < 100ft	(add demo, approach, MOT)		SFT	626	626	/SFT	
	Multiple Spans, Over Water	Length > 100ft	(add demo, approach, MOT)		SFT	564	564	/SFT	
	Precast Culvert	Length < 40ft	(add demo, approach, MOT)	3,080.0	SFT	677	677	/SFT	$2,086,515.20
	Railroad		(add demo, approach, MOT)		SFT	491	491	/SFT	
NEW SUPERSTRUCTURE									
	New Superstructure, Grade Separation		(incl. remove exist deck/super; add MOT & approach)		SFT	420	420	/SFT	
	New Superstructure, Over Water		(incl. remove exist deck/super; add MOT & approach)		SFT	278	278	/SFT	
	New Superstructure, Combined		(incl. remove exist deck/super; add MOT & approach)		SFT	291	291	/SFT	
WIDENING									
	Structure Widening, _____ ft		(incl. deck/super/sub widening, add approach transition)		SFT	1056	1056	/SFT	
NEW DECK									
	New Bridge Deck & Barrier		(incl. remove exist deck/railing, add approach, MOT)		SFT	168	168	/SFT	
DEMOLITION									
	Entire Structure, Grade Separation				SFT	48	48	/SFT	
	Other (culvert removal)			1.0	LSUM		50000	LSUM	$50,000.00
	Entire Structure, Over Water				SFT	119	119	/SFT	
DECK REPAIR / TREATMENTS									
	Bridge Railing Replacement		(incl. removal and replacement)		FT	2066	2066	/FT	
	Concrete Brush Block / Curb Patch		(incl. hand chipping and formwork)		FT	67	67	/FT	
	Concrete Barrier Patch		(incl. hand chipping and formwork)		SFT	160	160	/SFT	
	Concrete Deck Patch		(incl. hand chipping)		SFT	87	87	/SFT	
	Deep Overlay		(incl. joint repl & hydro)		SFT	57	57	/SFT	
	Epoxy Overlay		(incl. warranty)		SYD	73	73	/SYD	
	Expansion Joint Gland Replacement		(remove and replace elastomeric gland)		FT	202	202	/FT	
	Expansion Joint Replacement		(incl. removal)		FT	1217	1217	/FT	
	Full Depth Patch				SFT	163	163	/SFT	
	Healer / Sealer		(penetrates cracks in bridge deck)		SYD	26	26	/SYD	
	HMA Overlay with WP membrane				SYD	140	140	/SYD	
	Overlay Removal				SYD	34	34	/SYD	
	(Latex Concrete Surface Removal)				SYD	34	34	/SYD	
	(Epoxy Overlay Removal)				SYD	28	28	/SYD	
	(HMA Surface Removal)				SYD	21	21	/SYD	
	Reseal Bridge Joints				FT	44	44	/FT	
	Shallow Overlay		(incl. joint repl & hydro)		SFT	50	50	/SFT	
SUPERSTRUCTURE REPAIR									
	Bearing Realignment / Replacement		(incl. temporary supports)		EA	7020	7020	EA	
	Heat Straightening		(incl. clean and coat)		EA	115028	115028	EA	
	Pack Rust Repair		(greater than 3/8" separation)		FT	764	764	/FT	
	Paint - Complete		(incl. clean & coat)		SFT	41	41	/SFT	
	Paint - Partial / Spot / Zone		(incl. clean & coat - $20k minimum)		SFT	54	54	/SFT	
	PCI Beam End Blockout		(incl. temporary supports)		EA	13262	13262	EA	
	Pin & Hanger Replacement		(incl. temporary supports)		EA	17834	17834	EA	
	Structural Steel Repair		(based on 6ft repair length)		EA	9983	9983	EA	
	Structural Steel Repair - Stiffener		(includes each side of beam)		EA	3335	3335	EA	
SUBSTRUCTURE REPAIR									
	Substructure Patching		(measured x 2) replace if repair area > 30%		CFT	476	476	/CFT	
	Substructure Replacement		(incl. temporary supports, excavation)		CFT	565	565	/CFT	
	Substructure Horizontal Surface Sealer				SYD	117	117	/SYD	
	Temporary Supports		(add Structural Steel Repair - Stiffener for ea steel beam)		EA	7864	7864	EA	
MISCELLANEOUS									
	Articulating Concrete Block System (ACB)				SYD	422	422	/SYD	
	Concrete Surface Coating				SYD	62	62	/SYD	
	Culvert Cleanout				FT	61	61	/FT	
	Epoxy Crack Injection		(structural crack repair)		FT	93	93	/FT	
	Metal Mesh Panels		(48" width, max 6'-6" length)		SFT	44	44	/SFT	
	Pressure Relief Joint		(use when approach concrete roadway exceeds 1,000ft)		FT	199	199	/FT	
	Riprap		(assume 10ft distance around perimeter of substructure)	44.4	SYD	487	487	/SYD	$21,646.69
	Silane Treatment		(penetrating sealer for concrete surfaces)		SFT	6	6	/SFT	
	Slope Protection Repairs				SYD	316	316	/SYD	
	Other					0	0		
							STRUCTURE CONSTRUCTION BUDGET		$2,158,162
ROAD WORK									
	Approach Pavement, 12" RC		(incl. removal; add curb, gutter, guardrail) 40' ea. end		SYD	1067	1067	/SYD	
	Approach Curb & Gutter		(incl. removal) 40' ea. quadrant		FT	36	36	/FT	
	Guardrail Anchorage to Bridge		(each quadrant)		EA	4780	4780	/EA	
	Guardrail		(incl. removal) < 200ft beyond reference line		FT		41	/FT	
	Guardrail Terminal		(each quadrant)		EA		3900	/EA	
	Roadway Approach Work		(beyond approach pavement)	1.0	LSUM		$150,000.00	LSUM	$150,000.00
	Utilities			1.0	LSUM		$50,000.00	LSUM	$50,000.00
TRAFFIC CONTROL	*Unit Cost to be determined by Region or TSC Traffic & Safety*								
	Part Width Construction				LSUM			LSUM	
	Crossovers				EA			/EA	
	Temporary Traffic Signals				set			/set	
	RR Flagging				LSUM			LSUM	
	Detour			1.0	LSUM		$30,000.00	LSUM	$30,000.00
							RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET		$230,000
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)			15	%		$2,388,161.89		$358,224
MOBILIZATION	(estimate at 10%)			10	%		$2,746,386.17		$274,639

(Does not include PE or CE, includes inflation)

(Refer to programming guidelines or Suggested PE &CE tab in Bridge Cost Estimating Worksheet for CE,PE & PE-S)

	TOTAL CONSTRUCTION BUDGET	**$3,177,522**
5.18 % Equivalent Inflation	Inflation Budget:	included above
15 % CE	CE BUDGET	$476,628
12 % PE	PE BUDGET	$381,303

APPENDIX B

February 26, 2025

Mr. Ben Croy, City Engineer
City of Novi
26300 Lee BeGole Drive
Novi, MI 48375

RE: 2024 Novi Bridge Inspection
Completed Inspections and Recommendations

Dear Mr. Croy:

OHM has completed the 2024 Bridge Inspections for the twelve City-owned bridges. Below is a summary of each structure with recommendations. To maximize the life of each structure, the maintenance repairs should be completed in the next 6-24 months.

The City has applied funding through the MDOT Local Bridge Program for the 9-Mile Rd structure over Thornton Creek at N. Center Street and Ashbury Drive over Middle Rouge River in the past few years. Those bridges have not been successful in receiving funding. Last year the City applied for Ashbury but did not apply for 9-Mile. If the City would like to re-apply for Ashbury in the 2025 call for projects, the application on file can be updated and resubmitted with relatively little effort. It is possible sheet pile will need intermediate maintenance work in the next few years as well.

Meadowbrook Rd over Courter Ditch STR# 8246
- No work recommended at this time.

Willowbrook Drive over Courter Ditch STR# 8247
- Seal tops of joint filler fiber at back of curb/sidewalk interface on the bridge.
- Grind top of sidewalk to smooth transition into approach walk or replace approach walk flags.

Cranbrooke Drive over Courter Ditch STR# 8248
- Seal gap in end joint and seal cracks in deck.

West Park Drive over CSX Railroad STR# 12769
- Fill washout in the southwest corner at the end of the newly poured wall.

Ashbury Drive over Middle Rouge River STR# 13828
- Replace sheet pile abutment facing with concrete facing
- HMA overlay the deck, apply waterproofing underneath the overlay.
- This structure is on a 12 month inspection cycle due to sheep pile abutment facing condition.

Ashbury Drive North over Thornton Creek STR# 13860
- Remove debris from upstream channel.

9-Mile Rd over Walled Lake Branch of Middle Rouge River STR# 13858
- No work recommended at this time.

Island Lake Drive over Novi Lyons Drain STR# 13861
- No work Recommended at this time.

Shoreline Drive over Unnamed Tributary STR# 13862
- No work recommended at this time.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

Wixom Rd over Unnamed Tributary STR# 13859

- No work recommended at this time.

9-Mile Rd over Thornton Creek at Novi Road STR# 14275

- There is a small tear in the east pipe that should be plugged with grout the next time a project is scheduled for the area.

9-Mile Rd over Thornton Creek at N. Center Street STR# 14274

- This structure is a dual CMP arch culvert in overall poor condition. The culverts have pack rust along the water line and several areas of pack rust and deterioration at riveted seams. There are a few areas of deformed pipe under the pavement. A partial video survey was completed 2017 however due to large debris in the pipe a complete survey was not obtained.
- This structure is currently on a 12 month inspection cycle due to its condition of the portions that are visible.
- It is recommended that this culvert be scheduled for replacement in the next 3-5 years and monitored annually until replaced.

Copies of the inspection reports as well as inspection pictures are available digitally upon request. We have submitted the necessary documentation to MDOT and no further action is required on your part.

Please contact me if you have any questions or require additional information.

Sincerely,
OHM Advisors

Adam Rychwalski, PE

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
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MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 14274 — CULVERT SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition
9 MILE ROAD	42.4519 / -83.4841	634489000010C02	Poor Condition(4)
Feature	**Length / Width / Spans**	**Owner**	
THORNTON CREEK	26.6 / 0 / 2	City: NOVI(4890)	
Location	**Built / Recon. / Paint / Ovly.**	**TSC**	**Operational Status**
0.5 MI W OF NOVI RD	1970 / / /	Oakland(23)	A Open, no restriction(A)
Region / County	**Material / Design**	**Last NBI Inspection**	**Scour Evaluation**
Metro(7) / Oakland(63)	3 Steel / 19 Culvert	09/30/2024 / 261X	8 Stable Above Footing

CULVERT INSPECTION — 261X

Inspector Name	Agency / Company Name	Insp. Freq.	Insp. Date
Adam Rychwalski	Orchard, Hiltz & McCliment Inc	12	09/30/2024

GENERAL NOTES

Adjacent CMP arch pipe approximately 280' long each at heavy skew to 9 Mile road. Heavy corrosion and deterioration in first 40-70 feet of each pipe from inlet. Pipe shape change from CMP arch to CMP ellipse leaving exposed joint. Several blind taps with heavy corrosion at taps. Rust and scaling along the waterline for full length with the exception of the last 30 feet or so which appears to be new pipe. Large area of deflected pipe in east pipe at approximately 166' in from inlet. detailed inspection is difficult without robotics due to low rise of pipe. Deflection in north pipe approximately 25 feet from inlet and in south pipe approximately 24 feet from inlet. Assisted by Nick Aukerman (2022).

NBI INSPECTION

	09/22	09/23	09/24	
1. Culvert Rating (SIA-62)	4	4	4	(09/24) (09/23) (09/22)
2. Channel (SIA-61)	6	6	6	Upstream and downstream ends are aligned with channel. there is a 45 degree kink in the pipe approximately 30' from outlet. upstream end has rock ladder controlling stream profile. (09/24) Upstream and downstream ends are aligned with channel. there is a 45 degree kink in the pipe approximately 30' from outlet. upstream end has rock ladder controlling stream profile. (09/23) Upstream and downstream ends are aligned with channel. there is a 45 degree kink in the pipe approximately 30' from outlet. upstream end has rock ladder controlling stream profile. (09/22)
3. Scour	7	7	7	armoring at both ends. no scour noted. full invert on pipe throughout. (09/24) armoring at both ends. no scour noted. full invert on pipe throughout. (09/23) armoring at both ends. no scour noted. full invert on pipe throughout. (09/22)

AASHTO ELEMENTS — (English Units)

Element Number	Element Name	Total Quantity	Unit	Good CS1	Fair CS2	Poor CS3	Severe CS4
Culvert							
240	Steel Culvert	560	ft	60	350	140	10
				11%	62%	25%	2%

Adjacent CMP arch pipe approximately 280' long each at heavy skew to 9 Mile road. Heavy corrosion and deterioration in first 40-70 feet of each pipe from inlet. Pipe shape change from CMP arch to CMP ellipse leaving exposed joint subject to attacking water from normal flow. Several blind taps with heavy corrosion at taps. Rust and scaling along the waterline for full length with the exception of the last 30 feet or so which appears to be new pipe. Large area of deflected pipe in east pipe at approximately 166' in from inlet. detailed inspection is difficult without robotics due to low rise of pipe. Robotic inspection is still difficult due to small riprap that has washed into pipe. Deflection in north pipe approximately 25 feet from inlet and in south pipe approximately 24 feet from inlet.

Element Number	Element Name	Total Quantity	Unit	Good CS1	Fair CS2	Poor CS3	Severe CS4
Scour Countermeasure							
830	Plain Riprap	400	sq.ft	400	0	0	0
				100%	0%	0%	0%

new riprap at outlet in good condition. New riprap and slope paving at inlet in good condition.

837	Other Scour Protect	20	ft	20	0	0	0
				100%	0%	0%	0%

Slope paving at upstream end has been replaced.

STR 14274 CULVERT SAFETY INSPECTION REPORT

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition
9 MILE ROAD	42.4519 / -83.4841	634489000010C02	Poor Condition(4)
Feature	**Length / Width / Spans**	**Owner**	
THORNTON CREEK	26.6 / 0 / 2	City: NOVI(4890)	
Location	**Built / Recon. / Paint / Ovly.**	**TSC**	**Operational Status**
0.5 MI W OF NOVI RD	1970 / / /	Oakland(23)	A Open, no restriction(A)
Region / County	**Material / Design**	**Last NBI Inspection**	**Scour Evaluation**
Metro(7) / Oakland(63)	3 Steel / 19 Culvert	09/30/2024 / 261X	8 Stable Above Footing

MISCELLANEOUS

Guard Rail

Item	Rating
36A. Bridge Railings	N
36B. Transitions	N
36C. Approach Guardrail	N
36D. Approach Guardrail Ends	N

Other Items

Item	Rating
71. Water Adequacy	6
72. Approach Alignment	4
Special Insp. Equipment	9
Underwater Insp. Method	1

RECOMMENDATIONS & ACTION ITEMS

Recommendation Type	Priority	Description
Detailed Insp.	L	Clean and televise both pipes.
Culvert Repl.	L	Replace culvert due to poor condition, pipe damage, pipe alignment.

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 14274 — STRUCTURE INVENTORY AND APPRAISAL

Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition
9 MILE ROAD	42.4519 / -83.4841	634489000010C02	Poor Condition(4)
Feature	**Length / Width / Spans**	**Owner**	
THORNTON CREEK	26.6 / 0 / 2	City: NOVI(4890)	
Location	**Built / Recon. / Paint / Ovly.**	**TSC**	**Operational Status**
0.5 MI W OF NOVI RD	1970 / / /	Oakland(23)	A Open, no restriction(A)
Region / County	**Material / Design**	**Last NBI Inspection**	**Scour Evaluation**
Metro(7) / Oakland(63)	3 Steel / 19 Culvert	09/30/2024 / 261X	8 Stable Above Footing

Bridge History, Type, Materials

27 - Year Built	1970	
106 - Year Reconstructed		
202 - Year Painted		
203 - Year Overlay		
43 - Main Span Bridge Type	3	19
44 - Appr Span Bridge Type		
77 - Steel Type		
78 - Paint Type		
79 - Rail Type	0	
80 - Post Type		
107 - Deck Type	N	
108A - Wearing Surface	6	
108B - Membrane	N	
108C - Deck Protection	0	

Structure Dimensions

34 - Skew	64
35 - Struct Flared	N
45 - Num Main Spans	2
46 - Num Apprs Spans	0
48 - Max Span Length	12.2
49 - Structure Length	26.6
50A - Width Left Curb/SW	0
50B - Width Right Curb/SW	0
33 - Median	0
51 - Width Curb to Curb	0
52 - Width Out to Out	0
112 - NBIS Length	Y

Inspection Data

90 - Inspection Date	09/30/2024	
91 - Inspection Freq	12	
92A - Frac Crit Req/Freq	N	
93A - Frac Crit Insp Date		
92B - Und Water Req/Freq	N	
93B - Und Water Insp Date		
92C - Oth Spec Insp Req/Freq	N	
93C - Oth Spec Insp Date		
92D - Fatigue Req/Freq	N	
93D - Fatigue Insp Date		
176A - Und Water Insp Method	1	
58 - Deck Rating	N	
58A/B - Deck Surface/Bottom		
59 - Superstructure Rating	N	
59A - Paint Rating		
60 - Substructure Rating	N	
61 - Channel Rating	6	
62 - Culvert Rating	4	

Navigation Data

38 - Navigation Control	
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brdg Vert Clear	0

Route Carried By Structure(ON Record)

5A - Record Type	1	
5B - Route Signing	5	
5C - Level of Service	1	
5D - Route Number	00000	
5E - Direction Suffix	0	
10L - Best 3m Unclr-Lt	0	0
10R - Best 3m Unclr-Rt	0	0
PR Number		
Control Section		
11 - Mile Point	0	
12 - Base Highway Network	0	
13 - LRS Route-Subroute	0000006336 03	
19 - Detour Length	4	
20 - Toll Facility	3	
26 - Functional Class	16	
28A - Lanes On	2	
29 - ADT	8260	
30 - Year of ADT	2014	
32 - Appr Roadway Width	24	
32A/B - Ap Pvt Type/Width	4	24
42A - Service Type On	1	
47L - Left Horizontal Clear	0.0	
47R - Right Horizontal Clear	24.0	
53 - Min Vert Clr Ov Deck	99	99
100 - STRAHNET	0	
102 - Traffic Direct	2	
109 - Truck %	0	
110 - Truck Network	0	
114 - Future ADT	9500	
115 - Year Future ADT	2034	
Freeway	0	

Structure Appraisal

36A - Bridge Railing	N
36B - Rail Transition	N
36C - Approach Rail	N
36D - Rail Termination	N
67 - Structure Evaluation	4
68 - Deck Geometry	N
69 - Underclearance	N
71 - Waterway Adequacy	6
72 - Approach Alignment	4
103 - Temporary Structure	
113 - Scour Criticality	8

Miscellaneous

37 - Historical Significance	5
98A - Border Bridge State	
98B - Border Bridge %	0
101 - Parallel Structure	N
EPA ID	
Stay in Place Forms	
143 - Pin & Hanger Code	0
148 - No. of Pin & Hangers	0

Route Under Structure (UNDER Record)

5A - Record Type		
5B - Route Signing		
5C - Level of Service		
5D - Route Number		
5E - Direction Suffix		
10L - Best 3m Unclr-Lt		
10R - Best 3m Unclr-Rt		
PR Number		
Control Section		
11 - Mile Point		
12 - Base Highway Network		
13 - LRS Route-Subroute		
19 - Detour Length		
20 - Toll Facility		
26 - Functional Class		
28B - Lanes Under		
29 - ADT		
30 - Year of ADT		
42B - Service Type Under	5	
47L - Left Horizontal Clear		
47R - Right Horizontal Clear		
54A - Left Feature		
54B - Left Underclearance	99	99
54C - Right Feature		
54D - Right Clearance	99	99
Under Clearance Year	0	
55A - Reference Feature	N	
55B - Right Horiz Clearance	0	
56 - Left Horiz Clearance	0	
100 - STRAHNET		
102 - Traffic Direct		
109 - Truck %		
110 - Truck Network		
114 - Future ADT		
115 - Year Future ADT		
Freeway		

Proposed Improvements

75 - Type of Work		
76 - Length of Improvement		
94 - Bridge Cost		
95 - Roadway Cost		
96 - Total Cost		
97 - Year of Cost Estimate		

Load Rating and Posting

31 - Design Load	0		
41 - Open, Posted, Closed	A		
63 - Fed Oper Rtg Method	6		
64F - Fed Oper Rtg Load	2.03		
64MA - Mich Oper Rtg Method	6		
64MB - Mich Oper Rtg	3.61		
64MC - Mich Oper Truck	19		
65 - Inv Rtg Method	6		
66 - Inventory Load	1.22		
70 - Posting	5		
141 - Posted Loading			
193 - Overload Class	A		N

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 14274	WORK RECOMMENDATIONS		
Facility	**Latitude / Longitude**	**MDOT Structure ID**	**Structure Condition**
9 MILE ROAD	42.4519 / -83.4841	634489000010C02	Poor Condition(4)
Feature	**Length / Width / Spans**	**Owner**	
THORNTON CREEK	26.6 / 0 / 2	City: NOVI(4890)	
Location	**Built / Recon. / Paint / Ovly.**	**TSC**	**Operational Status**
0.5 MI W OF NOVI RD	1970 / / /	Oakland(23)	A Open, no restriction(A)
Region / County	**Material / Design**	**Last NBI Inspection**	**Scour Evaluation**
Metro(7) / Oakland(63)	3 Steel / 19 Culvert	09/30/2024 / 261X	8 Stable Above Footing



WORK RECOMMENDATIONS 261X

MICHIGAN DEPARTMENT OF TRANSPORTATION

STR 14275	WORK RECOMMENDATIONS		
Facility	**Latitude / Longitude**	**MDOT Structure ID**	**Structure Condition**
9 MILE ROAD	42.4522 / -83.4729	634489000010C03	Good Condition(7)
Feature	**Length / Width / Spans**	**Owner**	
THORNTON CREEK	21.5 / 104 / 2	City: NOVI(4890)	
Location	**Built / Recon. / Paint / Ovly.**	**TSC**	**Operational Status**
0.06 MI E OF NOVI RD	1990 / / /	Oakland(23)	A Open, no restriction(A)
Region / County	**Material / Design**	**Last NBI Inspection**	**Scour Evaluation**
Metro(7) / Oakland(63)	3 Steel / 19 Culvert	09/30/2024 / 2RDO	8 Stable Above Footing

WORK RECOMMENDATIONS 2RDO

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval of Resolution to enter into Oakland County P25 Simulcast System Interlocal Agreement

SUBMITTING DEPARTMENT: City Managers

KEY HIGHLIGHTS:

- The City of Novi Police and Fire Departments transitioned to the P25 Simulcast System in 2023, replacing the former Oakland County Open Sky radio system.
- The P25 system is used by all Oakland County Police and Fire Department dispatch centers including all police and fire mobile and portable radios, and related accessories.
- This User Agreement is required to maintain continued access to the radio system.

BACKGROUND INFORMATION:

Oakland County is in the process of updating User Agreements for all agencies utilizing the Oakland County P25 Radio System. the City of Novi has utilized the Oakland County interoperable Radio System since approximately 2004 for law enforcement and fire department operations. The previous system reached its end of useful life in 2020. The County implemented a new public safety P25 Simulcast System, which is integrated with the Michigan Public Safety Communication System. With City Council's approval the City of Novi Police and Fire Departments successfully completed the transition to the new P25 system in 2023, an investment nearing $170,000.

To properly operate, manage, maintain, and repair the P25 Simulcast System, the Parties must enter into an Interlocal Agreement that will terminate the interlocal agreement concerning the 2004 System and delineate the relationship and responsibilities of the Parties regarding the operation, management, maintenance, and repair of the P25 Simulcast System. The Agreement provides that the County will invoice the City on a quarterly basis for the costs and fees established in the System Policies, which are applicable to the City. The City is required to provide space to the County at no cost, to house county infrastructure equipment and application programming interfaces for the system. The County is to have 24/7 access to the

designated City facility to access its equipment for maintenance, repair and replacement.

RECOMMENDED ACTION: Approval of Resolution to enter into Oakland County P25 Simulcast System Interlocal Agreement

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION APPROVING P25 SIMULCAST SYSTEM INTERLOCAL AGREEMENT WITH OAKLAND COUNTY

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on March 23, 2026, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____and supported by Councilmember _____.

WHEREAS, the City of Novi, ("City") has utilized the Oakland County interoperable Radio System since approximately 2004 for law enforcement and fire department operations. The system reached its end of useful life in 2020. The County has implemented a new public safety P25 Simulcast System ("System"), which is integrated with the Michigan Public Safety Communication System ("MPSCS").

WHEREAS, The City Council has determined that the City will benefit from utilizing the System.

WHEREAS, the Urban Cooperation Act, 1967 PA 7, MCL 124.501, et seq., authorizes the County of Oakland and the City to enter into an Interlocal Agreement for the joint exercise of power (MCL 124.505).

WHEREAS, Oakland County has proposed a new Interlocal Agreement governing the City's use of the System ("Agreement"). The Agreement is attached as **Exhibit A**. This Agreement will supersede and replace the previous agreement.

WHEREAS, the Agreement provides that the County will invoice the City on a quarterly basis for the costs and fees established in the System Policies, which are applicable to the City. The City is required to provide space to the County at no cost, to house county infrastructure equipment and application programming interfaces for the system. The County is to have 24/7 access to the designated City facility to access its equipment for maintenance, repair and replacement.

WHEREAS, the City Council finds acceptable the proposed Agreement with Oakland County for the P25 Simulcast System and the System Policies incorporated into the Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Novi City Council agrees to the terms and conditions of the P25 Simulcast System Interlocal Agreement with Oakland County.

BE IT FURTHER RESOLVED, that the City Manager is authorized to sign the Agreement and is directed to provide the County with a certified copy of this Resolution.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 23rd day of March, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

OAKLAND COUNTY P25 SIMULCAST SYSTEM
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY AND CITY OF NOVI

This Agreement ("the Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the **City of Novi,** 45175 Ten Mile Rd., Novi, MI 48375 ("Public Body"). In this Agreement the County and the Public Body may also be referred to individually as "Party" or jointly as "Parties."

INTRODUCTION/PURPOSE OF AGREEMENT.

Since approximately 2004, the County has operated and maintained a County-wide interoperable public safety communications system for use by the County and for use by governmental entities and private public safety entities located within Oakland County ("2004 System"). The County was the owner of the 2004 System. To properly operate, manage, maintain, and repair the 2004 System, the County entered into interlocal agreements with the governmental entities using the 2004 System--delineating the relationship and responsibilities of the parties. That interlocal agreement was approved by the Oakland County Board of Commissioners in Miscellaneous Resolution #05158.

The 2004 System is now end of life and since 2020, the County has been constructing and implementing a new public safety P25 Simulcast System, which is integrated with the Michigan Public Safety Communications System. The P25 Simulcast System replaces the 2004 System. To properly operate, manage, maintain, and repair the P25 Simulcast System, the Parties must enter into an Interlocal Agreement that will terminate the interlocal agreement concerning the 2004 System and delineate the relationship and responsibilities of the Parties regarding the operation, management, maintenance, and repair of the P25 Simulcast System.

Accordingly, pursuant to the Urban Cooperation Act of 1967, 1967 PA7, MCL 124.501, *et seq*., the County and the Public Body enter into this Agreement for the purposes set forth herein. In addition, through this Agreement and the operation of the P25 Simulcast System, each Party will be better prepared to serve and to provide aid to citizens of and persons in Oakland County, Michigan.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.

1.2. **Public Body** means **City of Novi**, including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such persons' successors. Public Body may be referred to as Public Agency or Agency in the System Policies.

1.3. **Claim** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against the County or the Public Body, or for which the County or the Public Body may become legally and/or contractually obligated to pay or defend against; whether direct, indirect or consequential; whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule or regulation, or any alleged violation of federal or state common law; whether any such claims are brought in law or equity, tort, contract, or otherwise; and/or whether commenced or threatened.

1.4. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.6. **Exhibits** mean the following exhibit(s) and their properly promulgated amendments, which are incorporated by reference into this Agreement:

1.6.1. **Exhibit A**. The System Policies.

1.7. **FCC** means the Federal Communications Commission.

1.8. **Infrastructure Equipment** means all base stations (receivers and transmitters), combiners, antennae, amplifiers, coaxial cable, generators, shelters, network switches and all associated servers and routers (Network Switching center), network connectivity, software for the operation and management of the System, consoles at public safety answering points and back-up public safety answering points, and gateways.

1.9. **Michigan Public Safety Communications System ("MPSCS")** means a statewide multicast digital radio system operated by the Michigan Department of Technology, Management, and Budget.

1.10. **Oakland County Department of Information Technology ("OCDIT")** means the County Department, which operates and manages the System.

1.11. **Oakland County P25 Simulcast System or "System"** means the County-wide interoperable 700/800 MHZ voice/data radio system, which is owned by the County and integrated with the MPSCS—including the Infrastructure and Subscriber Equipment.

1.12. **System Policies and Procedures ("System Policies")** means the Oakland County P25 Simulcast Syster User Guide and Policy Manual and any amendments thereto created by the Technical & Policy Committee and approved by the Oakland County Chief Information Officer ("OCCIO"), which shall govern the management, operation, and use of the System.

1.13. **System Technical and Policy Committee ("Technical &Policy Committee")** means the committee created pursuant to this Agreement, comprised of the individuals set forth in Section 7 and having the responsibilities set forth herein. The Technical & Policy Committee is neither a separate legal entity nor a department, division, or office of the County, but is an advisory group of subject matter experts created with the intent to provide direction, counsel, and recommendations regarding System management, operation, use and having the responsibilities listed herein. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).

1.14. **Subscriber Equipment** means mobile and portable radios and all accessories thereto, 800 MHZ pagers, control stations, and emergency responder communication enhancement systems ("ERCES"), including but not limited to, bi-directional amplifiers ("BDA"), Wireless Access Point ("WAP"), and vehicle repeater systems ("VRS").

2. **ENTITIES PERFORMING UNDER THIS AGREEMENT**. All County responsibilities and obligations set forth in this Agreement shall be performed by OCDIT. All Public Body responsibilities and obligations set forth in this Agreement shall be performed by the City of Novi Police Department. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT concerning System management, operation, and use.

3. **COUNTY RESPONSBILITIES.**

3.1. **Compliance.** The County shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.

3.2. **Access to and Disclosure of Information.** The County may access, use, and disclose to third parties information, records, and any other content to comply with the law, including but not limited to, a subpoena, court order, or Freedom of Information Act request.

3.3. **County Point of Contact.** The County Point of Contact is the County Radio Communications Supervisor or successor position. The County Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.

4. PUBLIC BODY RESPONSIBILITIES.

4.1. **Compliance.** The Public Body shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding. The Public Body shall require its employees, agents, and volunteers to comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.

4.2. **Public Body Point of Contact**. The Public Body shall designate at least one person and an alternate to be a Point of Contact. The Public Body Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. The name of Public Body Point of Contact and alternate shall be conveyed to the County Point of Contact. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.

4.3. **Facilities.** At no cost to the County, the Public Body shall provide space in buildings/facilities under the control of or owned by the Public Body to locate and house Infrastructure Equipment and Application Programming interfaces ("API") for the System. The location of this space shall be mutually agreed to by the Parties and memorialized in writing; provided that an amendment to this Agreement shall not be needed to memorialize the location of the space. The Parties may change the location at any time pursuant to this Section.

4.4. **Access.** The County, the MPSCS, and County contractors shall have 24/7 access to Public Body-owned or controlled buildings/facilities necessary to access Infrastructure Equipment and API for maintenance, repair, and replacement. The Parties acknowledge that the Infrastructure Equipment or API may be located in non-public areas and that the Public Body, at its discretion, may require the County to contact the Public Body Point of Contact prior to arrival; provided that Parties agree that in an emergency situation the County may not be able to contact the Public Body Point of Contact prior to arrival.

5. **OPERATION AND USE OF SYSTEM AND INFRASTRUCTURE EQUIPMENT**.

5.1. **System/Infrastructure Equipment Ownership.** Except for otherwise provided herein concerning Subscriber Equipment, the County is the owner of the System.

5.2. **System Licenses.** The County is the FCC license holder for all 700/800 MHZ frequencies used in the System. The County shall maintain these licenses and/or modify the licenses as required to manage, operate, and use the System.

5.3. **Public Body Use of System.** The County authorizes the Public Body to use the System according to the terms and conditions of this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the preceding.

5.4. **Legacy/Conventional Frequencies.** The Public Body shall be the FCC license holder and maintain any legacy conventional frequencies used by the Public Body, including those interfaced through the System consoles and/or gateways.

5.5. **System Maintenance and Repair.** The County shall operate, manage, maintain, and repair the Infrastructure Equipment and System in good order and consistent with industry standards, this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the proceeding.

5.6. **Insurance.** The County shall insure or self-insure the System and all County-owned Infrastructure Equipment in the manner and in the amount it deems necessary.

5.7. **Audit/Monitor of System.**

5.7.1. **Monitoring of Use of System.** The County and the County's contractors/subcontractors may monitor and audit the Public Body's use of the System and compliance with the System Policies, this Agreement, and applicable federal and state laws, regulations, and rules. The monitoring and auditing of the System may be performed periodically at the discretion of the County and at the sole expense of the County.

5.7.2. **Monitoring by MPCSC.** The MPSCS shall monitor System functionality to make sure the System is operating pursuant to this Agreement and MPSCS standards.

5.8. **Training**. The policies and procedures concerning initial and continual training regarding the use of the System will be set forth in the System Policies.

5.9. **Disclaimer of Warranties**.

5.9.1. THE SYSTEM, INFRASTRUCTURE EQUIPMENT, SUBSCRIBER EQUIPMENT, OR OTHER ITEMS, WHICH ARE PROVIDED TO PUBLIC BODY UNDER THIS AGREEMENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, “WITH ALL FAULTS.”

5.9.2. THE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT.

5.9.3. THE COUNTY MAKES NO WARRANTY THAT: (I) THE SYSTEM WILL MEET PUBLIC BODY’S REQUIREMENTS OR NEEDS OR (II) THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE.

6. **OPERATION AND USE OF SUBCRIBER EQUIPMENT**.

6.1. **Subscriber Equipment Policies/Procedures.** The policies and procedures for the purchase, operation, programming, repair, replacement, and maintenance of Subscriber Equipment will be set forth in the System Policies.

6.2. **Ownership of Subscriber Equipment.** Subscriber Equipment purchased by the County shall remain the property of the County (regardless of user). As further described and defined in the System Policies, the County shall pay for the maintenance and repair of County-owned Subscriber Equipment (regardless of user), but shall not pay for the replacement of County-owned Subscriber Equipment for whatever reason. Subscriber Equipment purchased by the Public Body shall remain the property of the Public Body and shall be maintained, repaired and replaced by the Public Body pursuant to the System Polices and at its sole cost.

6.3. **Insurance for Subscriber Equipment or Public Body Owned-Facilities.** The County shall not provide insurance for the Subscriber Equipment or Public Body-owned Facilities.

7. **SYSTEM TECHNICAL AND POLICY COMMITTTEE.**

7.1. **Creation, Composition and Appointment of Technical & Policy Committee.** The Technical & Policy Committee is created as set forth herein. The Technical & Policy Committee shall be comprised of the following individuals (“Committee Members”):

7.1.1. The County Radio Communications Supervisor or successor position and one alternate designated by the Radio Communications Supervisor;

7.1.2. The OCCIO or successor position and an alternate designated by the OCCIO.

7.1.3. One individual appointed by the Oakland County Medical Control Authority ("OCMCA") and one alternate designated by the OCMCA.

7.1.4. Three individuals appointed by the Oakland County Police Chiefs Association and three alternates designated by the Oakland County Police Chiefs Association;

7.1.5. One individual appointed by the Oakland County Sheriff and one alternate designated by the Oakland County Sheriff;

7.1.6. The Oakland County 911 Coordinator and one alternate designated by the Oakland County 911 Coordinator;

7.1.7. One individual appointed by MABAS 3202 and one alternate designated by MABAS 3202;

7.1.8. Two individuals appointed by MABAS 3201 and two alternates designated by MABAS 3201. One individual and one alternate must be from a Public Safety Department.

7.1.9. The County Public Safety Business Relationship Manager or successor position and one alternate designated by the County Public Safety Business Relationship Manager.

7.2. **Term of Committee Members/Vacancy/Replacement.**

7.2.1. Each Committee Member shall be appointed for a term of three (3) years, unless the Committee Member is appointed to fill a vacancy caused for a reason other than the expiration of a term.

7.2.2. If a Committee Member position becomes vacant, for a reason other than expiration of term, then the entity or individual that appointed such individual shall appoint an individual to fulfill the remainder of the vacating member's unexpired term within fourteen (14) Days. The designated alternate does not automatically replace the vacating member's position.

7.2.3. A Committee Member may be removed from the Technical & Policy Committee at the will of the entity or individual that appointed the Committee Member.

7.3. **Quorum/Voting.** A quorum of the Technical & Policy Committee is a majority of those in office. In order to hold a Technical & Policy Committee meeting a quorum must be present. The Policy & Technical Committee shall act and perform its responsibilities by a majority vote of the quorum present at a meeting. Committee Members shall not vote by proxy.

7.4. **Committee Responsibilities.**

7.4.1. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT regarding the management, operation, and use of the System. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).

7.4.2. The Technical & Policy Committee shall meet at least twice a year or as needed at the call of the Technical & Policy Committee Chairperson.

7.4.3. At the first meeting of the Technical & Policy Committee meeting each calendar year, the Committee shall elect a Chairperson, Vice-Chairperson, and Secretary (collectively "the Officers"). Notwithstanding any other provision, the Officers shall continue to serve in their capacities until the next Officers are elected. The Officers shall have the duties and responsibilities set forth below:

7.4.3.1. Chairperson: (1) preside over meetings; (2) set dates, times, and locations for meetings; (3) create and set meeting agendas (4) respond to correspondence received by the Technical & Policy Committee or directs the Secretary to respond, as needed; and (5) ensure Committee Member and alternate appointments are timely received and filled by their appointing bodies/individuals and names are sent to the County Point of Contact.

7.4.3.2. Vice-Chairperson: shall assume the duties of the Chairperson, if the Chairperson is absent or unavailable for any reason.

7.4.3.3. Secretary: (1) sends out meeting notices and agendas; (2) responds to correspondence as directed by Chairperson; (3) keeps records and meeting minutes and disperses records and meeting minutes to Committee Members; and (4) keeps records of Committee Member appointments and terms and advises the Chairperson of these records on a regular basis.

7.4.4. The Technical & Policy Committee shall draft the System Policies that govern the management, operation, and use of the System. The System Policies shall be approved by a quorum of the Technical & Policy Committee. The Technical & Policy Committee shall present the System Polices to the OCCIO for approval and implementation. If the OCCIO does not approve the System Policies, then the System Policies shall be returned to the Technical & Policy Committee for review and revision and then re-submitted to the OCCIO. This process shall be repeated until the OCCIO approves the System Policies. Approval by the OCCIO shall not be unreasonably withheld. After approval by the OCCIO, OCDIT shall compile and assemble the System Policies and send them to the Public

Body. Any changes or amendments to the System Policies shall be drafted, approved, and distributed in accordance with this Section.

7.4.5. The Technical & Policy Committee shall review the System Policies at least once a year to determine if changes or amendments are necessary.

8. **FINANCIAL RESPONSIBILITIES**.

8.1. The costs and fees associated with the management, operation, and use of the System, the maintenance of the Subscriber Equipment, and the repair, replacement, or purchase of the new Subscriber Equipment shall be set forth in the System Policies. The County shall invoice the Public Body the costs and fees set forth in the System Policies on a quarterly basis, based on calendar year, and the Public Body shall pay such invoice within forty-five (45) Days.

8.2. **Cost/Fee Set-Off.** In the event there are any costs or fees imposed and due to the County by the Public Body in connection with this Agreement and/or for the use, operation, or maintenance of the System, the County has the right to offset any amount past due and retain any amount of money due to the Public Body from the County equal to the past due amount, including, but not limited to, distributions from the Delinquent Tax Revolving Fund (DTRF).

8.3. **Possible Additional Services and Costs.** If the County is requested by the Public Body or is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Act request, to search for, identify, produce or testify regarding the Public Body's records, data, or information that is stored by or possessed by the County relating to the System, then the Public Body shall reimburse the County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. The County may waive this requirement in its sole discretion.

9. **DURATION OF INTERLOCAL AGREEMENT**.

9.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

9.2. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 11.

10. **ASSURANCES/LIABILITY**.

10.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees, agents, or volunteers arising under or related to this Agreement.

10.2. **Responsibility for Attorney Fees and Costs.** Except as provided in this Agreement, for any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

10.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

10.4. **Costs, Fines, and Fees for Noncompliance.** Each Party shall be solely responsible for all costs, fines, penalties, assessments, and fees associated with its acts or omissions related to this Agreement and/or for noncompliance with this Agreement.

10.5. **Governmental Function/Reservation of Rights.**

10.5.1. The Parties acknowledge that the performance of this Agreement is a governmental function, which function is to provide a public safety communications system to serve and to provide aid for the residents and persons in Oakland County, Michigan.

10.5.2. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

10.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

10.7. **Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

10.8. **Permits And Licenses**. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its

responsibilities under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

11. **TERMINATION OR CANCELLATION OF AGREEMENT**.

    11.1. The Public Body may terminate or cancel this Agreement for any reason upon sixty (60) Days written notice to the County. Within Sixty (60) Days of termination or cancellation of this Agreement, the Public Body must return all Subscriber Equipment (not purchased by the Public Body), all consoles, all control stations, all consolettes, and all ancillary appurtenances to such equipment to the County.

    11.2. If Public Body breaches this Agreement, upon sixty (60) Days written notice to the Public Body, the County may terminate or cancel this Agreement upon recommendation by the Technical & Policy Committee, or if in the opinion of the County the System is no longer operational.

    11.3. The Interlocal Agreement governing the 2004 System shall terminate upon full execution of this Agreement and this Agreement shall govern the operation and management of the System.

12. **SUSPENSION OF SERVICES**. County, through the OCCIO and upon recommendation of the Technical & Policy Committee, may immediately suspend Public Body's use of the System for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to use of this System; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if the Public Body's use of the System is suspended under this Section.

13. **NO THIRD PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

14. **DISCRIMINATION**. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

15. **FORCE MAJEURE**. Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances

beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

16. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. The Public Body shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the County.

17. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

18. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

20. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

    20.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Department of Information Technology, **Radio Communications Supervisor**, 1200 North Telegraph Road, Building #49 West, Pontiac, Michigan, 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.

    20.2. If Notice is sent to the Public Body, it shall be addressed to: **Chief of Police/ City of Novi/45175 Ten Mile Road/Novi, MI 48375**.

    20.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

21. **DISPUTE RESOLUTION**. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties must first be submitted to the OCCIO and Public Body's Chief of Police. The OCCIO and Public Body's Chief of Police shall promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in ten (10) business days, the dispute shall be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees shall meet promptly and confer in an effort to resolve such dispute.

22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the Agreement or other persons as authorized by the Parties' governing body.

24. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Disclaimer of Warranties (Section 5.9); Assurances/Liability (Section 10); and Dispute Resolution (Section 21).

25. **ENTIRE AGREEMENT**. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

26. **COUNTERPARTS**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

27. **AUTHORIZATION.** The Parties certify and warrant that their respective signatories have the requisite authority to execute and bind them to this Agreement and the duties and responsibilities contained herein.

IN WITNESS WHEREOF, _____ acknowledges that he/she has been authorized by resolution of the_____, to execute this Agreement on behalf of the Public Body and accepts and binds the Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE:_____

WITNESSED:_____ DATE:_____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges he has been authorized by resolution of the Oakland County Board of Commissioners, to execute this Agreement on behalf of Oakland County and accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED:_____ DATE:_____

CITY OF NOVI CITY COUNCIL
MARCH 23, 2026

SUBJECT: Approval of claims and warrants – Warrant 1199

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION:

Per Section 8.10 of the City's charter all funds drawn by the treasury department must be approved by City Council. This approval occurs through a warrant system and appears on all City Council's agenda. The most recent Warrant #1199 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1199

CITY OF NOVI
Warrant 1199
Monday, March 23, 2026

Check	Vendor Name	Description	Amount
202848 - 202890	DTE ENERGY	ELECTRICITY	47,060.81
202891	AT&T MOBILITY	INVOICE 830154504X2102026	316.03
202892	BORIEO, SANDRA	PROFESSIONAL SERVICES	1,872.00
202893	COMCAST BUSINESS	ACCOUNT 8529 10 205 0785285	776.38
202894	FRIEND, JOSHUA	REIMBURSEMENT	363.00
202895	LAWNET-MICHIGAN DEPT OF STATE	HIDTA REIMB SUPPLIES OFFICE SUPPLIES	633.29
202896	SOUTHWEST ENFORCEMENT TEAM	RENT SWET NORTH OFFICE MARCH 2025	2,683.33
202897	STATE OF MICHIGAN	INVOICE 551-671720	76.70
202898	TRANSUNION RISK AND ALTERNATIVE	INVOICE 2556421-202602-1	1,080.00
202899	VERIZON WIRELESS	ACCOUNT 242662063-00001	40.01
202900	WEST MICHIGAN ENFORCEMENT TEAM	REIMBURSE TRAVEL	3,033.33
202901	WEX BANK	INVOICE 110987798	261.88
202902	AMAZON.COM SERVICES LLC	INVOICE 2534735609	92.37
202903	ARROW OFFICE SUPPLY CO	INVOICE 429040	952.35
202904	AT&T	ACCOUNT 248 356-6512 512 6	192.94
202905	CDW GOVERNMENT LLC	INVOICE AI2RZ9T	2,256.02
202906	CTS/UNITEL, INC.	INVOICE CW127508	11.50
202907	FEDERAL EXPRESS CORP	INVOICE 9-192-26221	7.75
202908	GREEN, STEVEN	FEBRUARY VEHICLE ALLOWANCE	500.00
202909	STATE OF MICHIGAN	INVOICE 551-672723	2,826.02
202910	WEX BANK	ACCOUNT 0496-00-893440-8	20.00
202911	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
202912	A AND R PLUMBING LLC	WATER LINE MAINTENANCE	3,425.00
202913	ACCUFORM PRINTING & GRAPHICS INC	OPERATING SUPPLIES	239.00
202914	ACE CUTTING EQUIPMENT INC	OPERATING SUPPLIES	139.00
202915	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE	192.94
202916	AECOM GREAT LAKES, INC	CE SRVS: BECK RD, 11 MILE TO GRAND RIVER	53,665.00
202917	ALEXANDER, JOHN	2025 WIN TAX REFUND 50-22-28-203-002	55.95
202918	ALLIED INC	EQUIPMENT MAINTENANCE	661.88
202919	ALTECH DOORS LLC	BUILDING MAINTENANCE	450.00
202920	AMAZON	LIBRARY BOOKS	1,452.17
202921	AMERICAN GENERATORS SALES AND	BUILDING MAINTENANCE	3,196.00
202922	AMERICAN HEART ASSOCIATION INC.	CONFERENCE	320.58
202923	AMERICAN LIBRARY ASSOCIATION	COMMUNITY PROMOTION	113.76
202924	APPLICANTPRO	PROFESSIONAL SERVICES	473.00
202925	APPLIED INNOVATION	EQUIPMENT RENTAL/LEASE	417.03
202926	ARAMARK REFRESHMENT SERVICES	CONTRACTUAL SERVICES	518.09
202927	ARC	OPERATING SUPPLIES	201.94
202928	ARUMUGAM, PAAVAI	REFUND LIBRARY	50.00
202929	AXON ENTERPRISE, INC.	IN-CAR CAMERAS AND BODY CAMERAS FOR NOVI	73,185.83
202930	BALANCE FIT NOVI LLC	OLDER ADULTS FITNESS	126.00
202931	BARNHILL III, JOHN H.	YOUTH BASKETBALL	294.00
202932	BAZZI CAPITAL LLC	BLDG. BOND REFUND (ESCROW)	1,800.00
202933	BESK, DANIEL	YOUTH BASKETBALL	252.00
202934	BLACKWELL FORD INC	VEHICLE MAINTENANCE	908.53
202935	BLASZKIEWICZ, ROSEMARY	REFUND PARKS	80.00
202936	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,030.63
202937	BRIEN'S SERVICES INC	GROUNDS MAINTENANCE	3,352.65
202938	BRIGHTSOURCE LIGHTING SOLUTIONS LLC	BUILDING MAINTENANCE	167.92
202939	BRODART CO.	LIBRARY BOOKS LENDING	7,376.95
202940	CAMBRIDGE HOMES INC	BLDG. BOND REFUND (ESCROW)	1,000.00
202941	CAMFIL USA, INC.	INDOOR GUN RANGE	183.23
202942	CAPITAL TIRE INC	VEHICLE MAINTENANCE	1,595.96
202943	CARDENAS, VICTOR	CONFERENCE	566.80
202944	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW SERVICES	5,697.50
202945	CARR'S MOTORCOACH TOURS	OLDER ADULTS TRAVEL PROGRAM	230.00
202946	CAUCHI, PATRICIA	PETTY CASH	68.48
202947	CDW GOVERNMENT LLC	OFFICE SUPPLIES	4,543.14

202948	CENTER POINT LARGE PRINT	LIBRARY BOOKS	151.02
202949	CHET'S RENT-ALL INC.	GASOLINE AND OIL	163.11
202950	CHILTON, KIMBERLY S.	OLDER ADULTS FITNESS	4,262.40
202951	CINTAS CORP	SUPPLIES UNIFORMS	1,967.65
202952	COSTAR REALTY INFORMATION INC	INTERNAL TECHNOLOGY	2,003.72
202953	COUGAR SALES & RENTAL INC	OPERATING SUPPLIES	25.99
202954	CRANDALL-WORTHINGTON INC	COMMUNITY CENTER	2,048.50
202955	CUTMYTREEDOWN.COM	FORESTRY MAINTENANCE	18,200.00
202956	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	325.00
202957	DARR, ALEXANDER	WITNESS	27.75
202958	DELL MARKETING L.P.	INTERNAL TECHNOLOGY WATER SEWER	12,016.16
202959	DEMCO INC.	LIBRARY PROGRAMMING	47.49
202960	DETROIT SALT COMPANY LLC	WINTER MAINTENANCE	11,528.84
202961	DIGICERT, INC	INTERNAL TECHNOLOGY	644.87
202962	DINGES FIRE COMPANY	VEHICLE MAINTENANCE	795.06
202963	DOBSON, MICHAEL JAMES	YOUTH BASKETBALL	168.00
202964	EGANIX, INC	FOG (FATS, OILS, & GREASE) PREVENTION	7,592.82
202965	ENVISIONWARE, INC	COMPUTER SUPPLIES	1,315.22
202966	ERICKSON LIVING PROPERTIES, LLC	BLDG. BOND REFUND (ESCROW)	3,720.00
202967	ETNA SUPPLY	WATER LINE MAINTENANCE	521.13
202968	EVERON LLC	CONTRACTUAL SERVICES	3,375.46
202969	FARKAS, JULIE	PETTY CASH	78.19
202970	FERGUSON WATERWORKS #3386	WATER METERS	2,200.00
202971	FIRE SYSTEMS OF MICHIGAN	BUILDING MAINTENANCE	222.50
202972	FIRESERVICE MANAGEMENT LLC	SUPPLIES UNIFORMS	1,685.00
202973	FOUNDATION SYSTEMS OF MICHIGAN	BLDG. PAYMENT REFUND (ESCROW)	140.00
202974	GABRIEL,ROEDER,SMITH & CO	PROFESSIONAL SERVICES	12,500.00
202975	GALE/CENGAGE LEARNING	LIBRARY BOOKS	257.52
202976	GDI SERVICES INC	JANITORIAL CONTRACTS	30,952.00
202977	GLASS AMERICA	VEHICLE MAINTENANCE	606.31
202978	GORDON FOOD SERVICE PAYMENT PROC.	OLDER ADULTS SPECIAL EVENTS	96.37
202979	GRAINGER INC, W W	OPERATING SUPPLIES	288.36
202980	GRAY, SCOTT	YOUTH VOLLEYBALL	126.00
202981	GREAT LAKES ACE	OPERATING SUPPLIES	74.57
202982	GREAT LAKES POWER & LIGHTING INC.	PARK BUILDING MAINTENANCE	884.05
202983	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00
202984	GUNNERS METERS & PARTS, INC.	WATER METERS	775.00
202985	HALLORAN, KEVIN	YOUTH BASKETBALL	168.00
202986	HARRELL'S, LLC	GROUNDS MAINTENANCE	100.00
202987	HARTFORD, THE	EMPLOYEE INSURANCE	10,163.62
202988	HARTLAND, TIM	BOOT REIMBURSEMENT	100.00
202989	HEALEY FIRE PROTECTION INC.	BUILDING MAINTENANCE	1,150.00
202990	HENRY FORD EMPLOYER SOLUTIONS	MEDICAL SERVICE	955.00
202991	HEWLETT PACKARD ENTERPRISE CO	COMPUTER SUPPLIES	3,117.36
202992	HL LAWN SERVICES	WINTER MAINTENANCE	7,344.11
202993	HOLBROOK'S ROOFING CO., INC.	INDOOR GUN RANGE	485.00
202994	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE	1,657.45
202995	IDENTISYS INC	OUTSIDE DATA PROCESSING	160.00
202996	IMAGAMERICA	OFFICE SUPPLIES	278.25
202997	INTERNATIONAL CODE COUNCIL INC.	OPERATING SUPPLIES	272.50
202998	IRVINE, MICHAEL	WITNESS	40.80
202999	JACK DOHENY SUPPLIES INC	SEWER LINE MAINTENANCE	3,060.98
203000	JOANNE M. WARD IRREVOCABLE TRUST	47460 11 MILE ROAD EASEMENT	76,600.00
203001	KENT COUNTY DEPT OF PUBLIC WORKS	OPERATING SUPPLIES	90.00
203002	VOID		
203003	KIDOKINETICS SE MICHIGAN	SPORTS CAMPS/CLINICS	648.00
203004	KIMBALL MIDWEST	OPERATING SUPPLIES	1,294.79
203005	KNIGHT TECHNOLOGY GROUP, INC	COMPUTER SUPPLIES	797.50
203006	KREUCHER, ISABELLA	WITNESS	17.60
203007	L&W SUPPLY	BUILDING MAINTENANCE	403.20
203008	LAFONTAINE FORD OF LANSING	VEHICLE MAINTENANCE	11,433.15
203009	LANGUAGE LINE SERVICES	EMERGENCY COMMUNICATION SERVICE	404.28
203010	LIBERTY, MARVIN	YOUTH BASKETBALL	252.00
203011	LIBRARY DESIGN ASSOCIATES, INC.	BUILDING IMPROVEMENTS	30,000.00
203012	LIBRARY NETWORK, THE	ELECTRONIC RESOURCES	559.30
203013	LOGAN, EDWARD R. & JENNIFER A.	2025 WIN TAX REFUND 50-22-21-179-005	57.65

203014	LOKKEN, ROBIN S.	YOUTH BASKETBALL	168.00	
203015	LOOMIS	ARMORED CAR SERVICES	780.36	
203016	LOVO COMMUNICATIONS INCORPORATED	COMPUTER SUPPLIES	1,115.08	
203017	LYNGSOE SYSTEMS INC	AUTOMATED RETURN SYSTEM	71,707.55	
203018	LYON MECHANICAL CONTRACTORS, INC.	BUILDING MAINTENANCE	6,994.42	
203019	MAC CONCRETE DEMOLITION INC	BLDG. BOND REFUND (ESCROW)	500.00	
203020	MARSHALL, JUSTIN	YOUTH BASKETBALL	84.00	
203021	MATTIES, JAMES	PER DIEM NORTH AMERICAN SNOW CONFERENCE	220.00	
203022	MAYCOCK CONSTRUCTION	BLDG. BOND REFUND (ESCROW)	500.00	
203023	MCKENNA ASSOCIATES INC	HCD	1,702.50	
203024	MEDSTAR INC	OPERATING SUPPLIES	150.00	
203025	MERRI-CRAFT FLORIST	VALENTINE DADS/DAUGHTER	1,200.00	
203026	MES SERVICE COMPANY LLC	OPERATING SUPPLIES	142.06	
203027	MICHIGAN ASSOC OF CHIEFS OF	MEMBERSHIPS	100.00	
203028	MICHIGAN GRAPHICS & AWARDS	EMPLOYEE RECOGNITION	360.00	
203029	MICHIGAN LINEN SERVICE, INC.	BUILDING MAINTENANCE	1,723.75	
203030	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	3,172.54	
203031	MILFORD FIRE DEPARTMENT	CONFERENCE	288.00	
203032	MILLER, JASON	REIMBURSE OPERATORS DAY AT LANSING	12.00	
203033	MILLER, LYNN	REFUND LIBRARY	380.00	
203034	MORROW, RITA	REFUND PARKS	42.00	
203035	MUNICIPAL WEB SERVICES, INC	WEB PAGE MAINTENANCE	6,368.20	
203036	NATIONAL LADDER & SCAFFOLD CO INC	VEHICLE MAINTENANCE	33.45	
203037	NATIONAL LEGAL SOLUTIONS CENTER	REFUND PARKS	150.00	
203038	NEIGHBORHOOD RENOVATIONS	BLDG. PAYMENT REFUND (ESCROW)	605.00	
203039	NORTHSTAR MAT SERVICE	BUILDING MAINTENANCE	257.96	
203040	NOVI, CITY OF		985.00	
203041	O'LEARY, SHANNON	MILEAGE REIMBURSEMENT	72.66	
203042	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	269.28	
203043	OAKLAND COUNTY REGISTER OF DEEDS	HAGGERTY SSSE 016	30.00	
203044	OAKLAND COUNTY REGISTER OF DEEDS	HAGGERTY SSSE 017	30.00	
203045	OAKLAND COUNTY REGISTER OF DEEDS	HAGGERTY SSSE 018	30.00	
203046	OAKLAND COUNTY REGISTER OF DEEDS	BLM INGRESS EGRESS EASEMENT	30.00	
203047	OAKLAND COUNTY REGISTER OF DEEDS	GREAT OAKS OFF SITE SSSE	30.00	
203048	OAKLAND COUNTY REGISTER OF DEEDS	BLM WSE	30.00	
203049	OAKLAND COUNTY REGISTER OF DEEDS	WARRANTY DEED TRANSFER TAX WRONG	181.20	
203050	OAKLAND COUNTY REGISTER OF DEEDS	BLM SSMAE	30.00	
203051	OAKLAND COUNTY TREASURER	PROPERTY TAX REVENUE	50.18	
203052	OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICE	34.00	
203053	OCLC INC/NET LIBRARY	COMPUTER SUPPLIES	265.08	
203054	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	1,213.14	
203055	OOMA INC	TELEPHONE	109.70	
203056	ORIENTAL TRADING CO INC	LIBRARY PROGRAMMING	42.66	
203057	ORIGINAL BIG DOG HOT DOGS LLC	SPECIAL EVENTS MEMORIAL DAY	900.00	
203058	ORKIN	BUILDING MAINTENANCE	301.41	
203059	OSCAR W. LARSON CO.	GASOLINE AND OIL	337.50	
203060	PENZAK, HAILEY	REIMBURSEMENT BOOTS	35.99	
203061	PEOPLE'S EXPRESS	OLDER ADULTS TRANSPORTATION	6,194.00	
203062	PERFECT CLEANERS OF DETROIT, INC	OPERATING SUPPLIES	1,123.00	
203063	PLANTWISE, LLC	OPERATING SUPPLIES	4,500.00	
203064	PLAYAWAY PRODUCTS LLC	AUDIO VISUAL MATERIALS	37.99	
203065	POWER CLEANING SYSTEMS	EQUIPMENT MAINTENANCE	1,214.58	
203066	PPG ARCHITECTURAL FINISHES	FIRE HYDRANT PAINTING SUPPLIES	523.84	
203067	PRIORITY WASTE LLC	RUBBISH MONTHLY	189,203.20	
203068	PROSCREENING, LLC	PROFESSIONAL SERVICES	1,304.00	
203069	PULTE HOMES OF MICHIGAN LLC	BLDG. PAYMENT REFUND (ESCROW)	750.00	
203070	PULTE HOMES OF MICHIGAN LLC	BLDG. PAYMENT REFUND (ESCROW)	2,252.60	
203071	QUILL CORPORATION	OFFICE SUPPLIES	408.70	
203072	RED WING SHOE STORE	SUPPLIES UNIFORMS	559.71	
203073	REDFORD LOCK COMPANY INC	BUILDING MAINTENANCE	145.00	
203074	ROC BUSINESS SOLUTIONS LLC	YOUTH BASKETBALL	168.00	
203075	RONEY, ED	REIMBURSE PLANNING COMM TRAINING	60.00	
203076	ROOTCRAFT	MOTHER/SON EVENT	72.00	
203077	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES	1,224.00	
203078	VOID		-	V
203079	ROSSOW GROUP LLC, THE	CONFERENCE	430.00	

203080	RUGGIRELLO, CHARLES	YOUTH BASKETBALL	504.00
203081	RYL FLEXIBILTY THERAPIES LLC	OLDER ADULTS MASSAGE	1,114.00
203082	SALTY JAKES LLC	VEHICLE MAINTENANCE	635.00
203083	SAM'S CLUB DIRECT	OLDER ADULTS SPECIAL EVENTS	230.05
203084	SERVICE EXPRESS, INC.	OPERATING SUPPLIES	2,259.00
203085	SHAIEB, ELIZABETH A.	OLDER ADULTS FITNESS	1,939.20
203086	SHIFMAN FOURNIER, PLC	LEGAL FEES	1,646.50
203087	SIGNAL RESTORATION SERVICES	BIO HAZARD CLEANING OF JAIL CELLS	563.71
203088	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	11.96
203089	SOLUTION CONTROLS SERVICES, LLC	BUILDING MAINTENANCE	645.00
203090 - 203095	SPALDING DE DECKER	PROFESSIONAL SERVICES	46,072.73
203096	SPRINGLINE EXCAVATING, LLC	CONSTRUCT: LEE BEGOLE/ PUBLIC SAFETY BUILDING	562,507.45
203097	SQUEAKY SHINE CAR WASH	VEHICLE MAINTENANCE	1,005.00
203098	STAPLES BUSINESS ADVANTAGE	SUPPLIES	239.99
203099	STATE OF MICHIGAN	FY2025 QUALIFIED HEAVY EQUIPMENT RENTAL	107,823.47
203100	STATE OF MICHIGAN	SOR REGISTRATION	1,344.00
203101	SUPERIOR INVASIVE PLANTS SOLUTIONS	INVASIVE SPECIES REMOVAL	600.00
203102	T-MOBILE USA, INC	TELEPHONE	1,566.12
203103	TAYLOR H2O WORX LLC	WATER METERS	1,250.00
203104	TEL SYSTEMS	COMPUTER SUPPLIES	738.00
203105	TELNET WORLDWIDE INC.	TELEPHONE	1,016.50
203106	TERPSTRA, DAVID & JENNIFER	BLDG. BOND REFUND (ESCROW)	750.00
203107	THOMSON REUTERS - WEST	OUTSIDE DATA PROCESSING	747.80
203108	TRAVELERS	INSURANCE DEDUCTIBLES	1,000.00
203109	TRENDSET COMMUNICATIONS GROUP, LLC	WATER METERS	650.00
203110	TRI-COUNTY INTERNATIONAL	VEHICLE MAINTENANCE	489.58
203111	TRIGON ROAD LLC	ELECTION SUPPLIES	2,400.00
203112	TRIPWIRE SOUTH LLC	OPERATING SUPPLIES	3,000.00
203113	TRUCK & TRAILER SPECIALTIES, INC.	(1) 2025 SINGLE AXLE RDS	219,428.73
203114	TRUE BLUE INVESTGATIONS LLC	RECRUITMENT	850.00
203115	USA BLUEBOOK	WATER LINE MAINTENANCE	3,071.14
203116	UTILISYNC, LLC	INTERNAL TECHNOLOGY WATER SEWER	5,450.00
203117	VARIPRO	PROFESSIONAL SERVICES	9,591.34
203118	VERIZON WIRELESS	TELEPHONE	508.24
203119	WALDEN TRUST	2025 WIN TAX REFUND 50-22-22-301-059	5.71
203120	WEINGARTZ SUPPLY CO INC	LAWN MOWER MAINTENANCE	431.92
203121	WIKTOROWSKI, MATT	PER DIEM NORTH AMERICAN SNOW CONFERENCE	220.00
203122	WINKLES, HANNAH	HISTORICAL COMMISSION	1,500.00
203123	DOYLE, KEVIN	REIMBURSEMENT CERTIFICATION	175.00
203124	GARVIS, JASON	REIMBURSEMENT CARD READERS	709.10
203125	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	94,181.41
203126	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	40,543.50
203127 - 203154	CONSUMERS ENERGY	HEAT	24,307.59
203155 - 203163	DTE ENERGY	ELECTRICITY	11,498.44
203164	BARNHILL III, JOHN H.	YOUTH BASKETBALL	168.00
203165	BESK, DANIEL	YOUTH BASKETBALL	378.00
203166	BIRKETT, AVERY	YOUTH BASKETBALL	126.00
203167	HALLORAN, KEVIN	YOUTH BASKETBALL	168.00
203168	LIBERTY, MARVIN	YOUTH BASKETBALL	294.00
203169	LOKKEN, ROBIN S.	YOUTH BASKETBALL	168.00
203170	RUGGIRELLO, CHARLES	YOUTH BASKETBALL	168.00
203171	KERNEN, KEVIN	BLDG. BOND REFUND (ESCROW)	3,989.00
EFT	FIFTH THIRD BANK P-CARD	FEBRUARY PURCHASES	100,545.75
	USPS.COM CLICKNSHIP	CLK: Postage	17.70
	AMAZON MARK B93461B81	OAS: Loan Closet Supplies	12.99
	DELTA	MGR: Mayors Exchange	566.80
	CHEMTEK CORPORATION	DPW: VM	511.71
	AMAZON MARK B95U444T0	PRCS: FFH	38.83
	AMAZON.COM BE5FK11I2	FIN: Break Room Supplies	136.04
	CCI CONSTANT-CONTACT	CR: email marketing	455.00
	WAL-MART #5893	PRCS: Program Expense	13.44
	AMAZON MARK BE2RG6XK2	PRCS: Program Expense	20.89
	AMAZON MKTPL BE0WN5142	FD: Vehicle Maintenance	249.60
	AMAZON MKTPL B969G4801	ASSES: Office supplies	47.39
	ATT CONS PHONE PMT	FACILITES - Utilities - Telephone	3,084.76
	MI STATE POLICE PMTS	PD: Conference	325.00
	AMERICAN PLANNING ASSO	CD: Conference	835.00

AMAZON RETA BE4BV7JW2	PD: Supplies	18.21
GARLAND LODGE AND RESO	PD: Training	125.00
AMAZON MARK BE2532022	PD: Dispatch	410.88
AMAZON MARK B19IG5IL0	PD: Supplies	22.76
AMAZON MARK BE1SC3EA2	PRCS: Program Supplies	8.95
AMAZON MKTPL BE9J323T2	PD: Operating Supplies	86.62
AMAZON.COM B95B10XZ1	FIN: Office Supplies	42.59
AMAZON MKTPL B97WX9XR1	FD: Operating Supplies	5.98
AUTOMOTIVE SUPPLY CO	DPW: Veh Maint	1,050.00
USPS.COM CLICKNSHIP	CLK: Postage	17.70
CRUISERS INC	IS: Hardware	352.92
AMAZON MKTPL BE76N9EA2	PD: Hand Soap	95.95
SECURITY EQUIPMENT WEB	PD: Training	201.40
PAYPAL MICHIGANPUB	HR: MPELRA Membership	150.00
AMAZON MKTPL BE99C40G2	CLK: Passport equipment	17.48
HARBOR FREIGHT TOOLS 6	W&S: operating supplies	242.97
AMAZON MARK BE1BY1032	OAS: Loan Closet Supplies	8.98
AMAZON MARK BE36N5432	PD: Supplies	32.29
AMAZON MARK BE5795Z82	OAS: Event Supplies	21.77
MUSIC THEATRE INTL	PRCS: logo for aladdin	75.00
CARIBE ROYALE RESORT S	FD: Conference	1,681.90
BUSCHS 1205	CR: catering	79.83
AMAZON RETA B99B37301	PD: Supplies	35.68
HYLAND COMMUNITYLIVE	IS: Conference	1,500.00
USPS.COM CLICKNSHIP	CLK: Postage	17.70
AMAZON RETA B92D41311	PD: Supplies	46.68
AMAZON MARK B95ZB8NS1	PD: Supplies	113.30
AMAZON MARK B91QN7JX1	PD: Supplies	73.53
AMAZON MARK Y58SU7463	PD: Supplies	79.36
AMAZON MARK BE2WL5NI2	PD: Dispatch	616.32
GRIMCO INC	DPW: Printer Supplies	901.74
USPS.COM CLICKNSHIP	CLK: Postage	17.70
AMAZON MKTPL NA41Y0BR3	FM: Operating Supplies	27.18
MICHIGAN GREEN INDUSTR	PM: MGIA Novi Trade Show	1,430.34
COURSERA 633207559	HIDTA	35.40
AMAZON MARK 7J6F82WH3	PD: Supplies	37.99
GOOGLE YOUTUBEPREMIUM	HIDTA	139.99
CHARGE.PREZI.COM	CR: supplies	159.00
AMAZON MKTPL B98G20Z31	FD: Operating supplies	99.99
ALRO STEEL CORP	DPW: Veh Maint	290.88
SEC OF STATE ESERVICES	DPW: M&D	20.34
AMAZON MKTPL B96HX2MS2	PD: Supplies	160.00
AMAZON.COM X87MY5H53	FM: Humidifer	142.49
MICHIGAN STATE PREMIER	PRCS: Program Expenses	475.00
AMAZON MARK B986617O2	PRCS: Veterans Celebration	24.27
USPS.COM CLICKNSHIP	CLK: Postage	17.70
AMAZON.COM B987B7MC2	FIN: Coffee	104.03
AMAZON MARK 4H3S11463	PD: Supplies	95.54
AMAZON MARK B91NX5K12	PD: Supplies	164.91
MI STATE POLICE PMTS	PD: Conference	325.00
MICHIGAN STATE PREMIER	PRCS: Progarm Expenses	475.00
WALMART.COM	CR: supplies	73.12
MICHIGAN STATE PREMIER	PRCS: Program Expenses	475.00
MICHIGAN STATE PREMIER	PRCS: Program Expenses	475.00
MICHIGAN STATE PREMIER	PRCS: Program Expenses	475.00
MICHIGAN STATE PREMIER	PRCS: Program Expense	475.00
MICHIGAN STATE PREMIER	PRCS: Program Expenses	475.00
SENSIT TECHNOLOGIES LL	FD: Operating Expense	215.26
AMAZON.COM 6315M3VT3	PD: Operating Expense	106.83
STAMPS.COM	LIB: Postage	20.99
APPLE.COM/BILL	CR: icloud storage	2.99
PARKING-DISTRICT DET	DPW: APWA Parking	15.00
AMAZON MKTPL B94MC0IG2	IS: Hardware	18.98
APWA - SNOW REGISTRATI	DPW: APWA Snow and Ice Conf	639.00
MICHIGAN STATE PREMIER	PRCS: Program Expenses	475.00
AMAZON MARK P88ZB7FK3	PRCS: Nature Supplies	19.98
CHOPPED OLIVE	CC: Food for Council Committee	164.64
AMAZON RETA 151OC4NZ3	CD: Office Supplies	56.12
TRACTOR SUPPLY #1209	FLT: Maintenance supplies	104.96
QUADIENT INC ORACLE	CLK: supplies	280.25
FBI LEEDA INC	PD: Dues	50.00
GRIMCO INC	DPW: Sign Shop Printer Ink	2,653.18

AMAZON MKTPL B95WO1G62	CR: supplies	30.93
USPS.COM CLICKNSHIP	CLK: Postage	26.55
AMAZON MKTPL F23YQ1BZ3	CR: supplies	14.90
ACTIVE ASSAILANT CONF	PD: Training	225.00
AMAZON MKTPL B95YR0PY2	IS: Hardware	18.98
EXXON 1 STOP FOOD STOR	PD: Fuel	53.85
AFP MACEO	CD: Training	20.00
USPS.COM CLICKNSHIP	CLK: Postage	35.40
AMAZON MARK B90TS9TH2	PD: Supplies	125.37
AMAZON MARK B92U45AE2	PD: Supplies	39.99
BEACON AND BRI	PD: Fuel	64.24
WALMART.COM	OAS: Loan Closet Supplies	32.46
FUELCLOUD	DPW: G&O	152.50
AMAZON MKTPL UP8BI1873	IS: Supplies	18.99
CENTURYLINK LUMEN	FACILITIES - Utilities - Cable	170.19
AMAZON MKTPL B96166JI2	IS: Supplies	90.20
AMAZON MARK CG5RH0IK3	OAS: Supplies	13.96
CENTER FOR PUBLIC SAFE	FD: Conference	650.00
USPS.COM CLICKNSHIP	CLK: Postage	35.40
AMAZON.COM 4G1J03KU3	IS: Hardware	49.99
MI TACTICAL OFC ASSOC	PD: SRT	257.50
MI TACTICAL OFC ASSOC	PD: SRT	257.50
SEC OF STATE ESERVICES	DPW: M&D	20.34
AMAZON.COM 1857W95Q3	IS: Hardware	133.99
SPECTRUM	FACILITES - Utilities - Telephone	9,009.42
MI STATE POLICE PMTS	PD: Training	325.00
AMAZON MKTPL AI9A23R73	FD: Operating Supplies	55.27
AMAZON MKTPL YZ0KE0KT3	FD: Operating Supplies	326.16
AMAZON.COM B96NL8CB2	FIN: Office Supplies	37.37
AMAZON MKTPL I79W06NS3	FM: Operating Supplies	66.49
AMAZON MKTPLACE PMTS	IS: Supplies	(242.82)
AMAZON MKTPL B19QU9IO2	PD: Operating Expense	24.89
MEIJER STORE #054	PRCS: Program Expenses	85.00
FEDEX514303438	FD: FedEx	14.32
AMAZON MKTPL 0K3SW7E13	DPW: OS	67.56
USPS.COM CLICKNSHIP	CLK: Postage	35.40
GOVERNMENT FINANCE OFF	FIN: GFOA City Membership	1,000.00
AFP LOCAL GOVERNMENT H	MGR: Conference Registration	695.00
IAFCI	PD: Dues	95.00
ORION KENNEL CLUB	PD: Operating Expense	419.17
AMAZON MKTPL KN2ZR6VO3	PRCS: art show stickers	66.10
TARGET 00014654	LIB: Program	30.29
SAMS CLUB.COM	PRCS: Villa Barr	32.95
SPI DIRECTV SERVICE	PD: DirecTV	50.00
2COCOM STELLAR INFORMA	LIB: Computer Software	(1.20)
USPS PO 2569200376	LIB: Audio visual materials	9.20
USPS PO 2569200376	LIB: Postage	7.59
ALRO STEEL CORP	DPW: Trailer cargo compartment	645.42
AMAZON MKTPL 192R52SO3	PD: Supplies	260.10
VZWRLSS APOCC VISB	FACILITES - Utilities - Telephone	11,671.47
APPLE SPICE	OAS: Event Food	889.40
USPS.COM CLICKNSHIP	CLK: Postage	17.70
MICHIGAN ASSOCIATION O	PD: Conference	1,395.00
TECHSOUP	LIB: Computer Software	93.60
AMAZON MKTPL WP1VF55L3	CR: supplies	6.96
THE HOME DEPOT #2737	CD: Operating Supplies	16.73
AMAZON MKTPL 263FA8OG3	FD: Operating Supplies	15.99
AMAZON MKTPL 6M48A2AN3	PD: Operating Expense	524.46
2COCOM STELLAR INFORMA	LIB: Computer software/Licensing	21.20
AMAZON MKTPL QB5IM3E03	FD: Operating supplies	33.97
AFP IMAGIN INC	IS: GIS Training	125.00
FBINAAMI	PD: Conference	795.00
MSU PAYMENT ONLINE	ASSES: Con Ed	25.00
NORTH GRAND RAMP TIBA	DPW: Training	15.00
LANSING CENTER LOTS TI	W&S: Conferences, workshops	15.00
LANSING CENTER LOTS TI	W&S: Training	15.00
SQ CITY OF LANSING	W&S: conference workshops	15.50
AFP MACEO	CD: Training	20.00
ELAVON SERVICE FEE	PD: Veh Maint	2.70
SEC OF STATE BRANCH 43	PD: Veh Maint	130.00
AFP MACEO	CD: Training	20.00
MSU PAYMENT ONLINE	CD: PC training	250.00

MSU PAYMENT ONLINE	ASSES: Con Ed	25.00
MSU PAYMENT ONLINE	ASSES: Con Ed	25.00
USPS.COM CLICKNSHIP	CLK: Postage	8.85
AMAZON MKTPL PA7OD1LQ3	PM: foam cups	52.39
AMAZON MKTPL PO6ZG8543	PD: Supplies	26.50
HILTON	PD: Conference refund	(32.40)
AMAZON MARK KZ29R2S83	PRCS: Program Expense	(77.21)
D J WSJ	MGR: didgital WSJ	44.99
USPS.COM CLICKNSHIP	CLK: Postage	8.85
MEIJER STORE #122	OAS: Event Supplies	31.94
AMAZON.COM JJ7QQ7TM3	FIN: Office Supplies	149.51
EASYKEYS.COM	FM: Operating Supplies	27.89
123.NET, INC.	FACILITES - Utilities - Telephone	4,012.11
INTERNATIONAL FACILITY	IS: Membership	416.00
NOVI TUBBY'S	CC: meeting	53.63
WAVE - ALL STAR PROD	PRCS: Event photos	3,216.00
AMAZON.COM CF3FN2JY3	PD: Operating supplies	27.50
USPS.COM CLICKNSHIP	CLK: Postage	17.70
AMAZON MKTPL BH88Z08S3	PD: Operating Supplies	36.40
CHICAGO BOOKS & JOURNA	LIB: Program	(13.05)
STAMPS.COM	LIB: Postage	100.00
POTBELLYCATERING	CC: Food for Committee Meeting	59.00
AMAZON MARK 0T90T6S33	PRCS: Program Expense	(49.36)
GUESTRS TOWNEPLACE	PD: Lodging	(1,853.40)
ALLIANCE FOR INNOVATIO	CM: conferences/workshops	750.00
AMAZON MARK KZ29R2S83	PRCS: Program Expense	(11.03)
AMAZON MARK KZ29R2S83	PRCS: Program Expense	(11.03)
AMAZON MARK KZ29R2S83	PRCS: Program Expense	(22.05)
AMAZON MARK GP6QA6BO3	PRCS: Program Expense	(93.78)
AMAZON MARK 345KF3N23	PRCS: Program Expense	(24.68)
USPS.COM CLICKNSHIP	CLK: Postage	17.70
CHOPPED OLIVE	CC: Food for Council Committee	85.88
WL VUE TESTING EXAM	DPW: Training	50.00
KROGER #632	CC: Meeting	15.99
AMAZON RETA AL9DJ8N53	OAS: Social Supplies	17.49
WAL-MART #5893	HR: Wellness & Engagement	34.52
GETSLING.COM	PRCS: Scheduling Software	75.16
NIGHT-AND-DAY.COM	PRCS: Program Expense	800.00
MICHIGAN ASSOCIATION O	CD: CE registration	35.00
FMCSA D&A CLEARINGHOUS	HR: DOT Clearinghouse Query	125.00
TST NOTHING BUNDT CAK	HR: Wellness & Engagement	30.00
AMAZON MARK DM50C7G53	PD: Supplies	91.93
NRPA OPERATING	PRCS: Conferences/workshops	70.00
BIG TOMMY'S PARTHENON	ED: catering	1,270.00
CHICAGO BOOKS & JOURNA	LIB: Program	22.30
AMERICAN WATER WORKS A	W&S: operating supplies	99.00
AMAZON.COM OA4W40643	FD: Operating supplies	119.78
WHITLOCK BUSINESS SYST	TREAS: Print utility bills	661.58
GUESTRS TOWNEPLACE	PD: Lodging	1,853.40
BENITO S CAFE	PRCS: Staff meal	78.17
OPENAI CHATGPT SUBSCR	IT: Software Subscription	20.00
ART CRAFT ART CRAFT D	CR: table rental	155.25
TARGET PLUS	CR: tax refund	(2.28)
WHITLOCK BUSINESS SYST	TREAS: Postage for utility bills	1,983.46
THEIACP	PD: Dues	(220.00)
HILTON	PD: Conference	637.20
AMAZON MARK Y84187VU3	OAS: Social Supplies	78.24
FEDEX513538973	PD: FedEx	18.57
USPS.COM CLICKNSHIP	CLK: Postage	17.70
USPS.COM CLICKNSHIP	CLK: Postage	8.85
AMAZON MKTPL BE0UJ1IP3	IS: Supplies	45.98
HILTON	PD: Conference	135.00
AFP IMAGIN INC	IS: GIS Membership-Gartha	100.00
HILTON	PD: Conference	50.23
WHITLOCK BUSINESS SYST	ASSES: Print PP Stmts	1,185.76
WHITLOCK BUSINESS SYST	ASSES: Postage for PP stms	875.21
CHICAGO BOOKS & JOURNA	LIB: Programming	116.21
AMAZON MARK 5U8EM35T3	PD: Supplies	30.89
ELDT.COM	DPW: Training	103.50
AMERICAN PUBLIC WORKS	DPW: APWA Monthly	40.00
FEDEX513448364	PD: FedEx	38.71
USPS.COM CLICKNSHIP	CLK: Postage	8.85

USPS.COM CLICKNSHIP	CLK: Postage	8.85
IN MICHIGAN GREEN IND	PM: MGIA Dues	299.00
FBI LEEDA INC	PD: Training	795.00
THE HOME DEPOT #2737	PD: Operating supplies	16.88
POLICE EXECUTIVE RESEA	PD: Dues	575.00
BENITO S CAFE	PRCS: pizza theatre	250.34
SAMS CLUB.COM	PRCS: Program Expense	519.83
BUSCHS 1205	ED: Catering	205.01
CERTUS FUSION TRAINING	CD: Training	522.95
AMAZON MKTPL WA7C09UU3	DPW: OS	114.00
AMAZON MKTPL 0D1WX3A43	DPW: OS	29.99
AMAZON.COM 9K1F51J13	IS: Tablet Case	30.29
HILTON	DPW: Conferences/Workshops	367.92
MTU-CASHIERS OFFICE WE	DPW: Training	60.00
JIMMY JOHNS - 1659	LIB: Conferences	134.34
USPS PO 2569200376	LIB: Library Books	4.96
AMAZON MKTPL 0A0HM8QC3	CR: supplies	9.99
AMAZON MKTPL ET00X4KD3	DPW: Office supplies	16.99
PINZ BOWLING CENTER	PRCS: conferences/workshops	498.81
ARBORICULTURE SOCIETY	DPW: Conferences/Workshops	795.00
WAVE - CHALLENGECOIN	FD: Operating Expense	2,847.28
USPS.COM CLICKNSHIP	CLK: Postage	17.70
USPS.COM CLICKNSHIP	CLK: Postage	26.55
MUSIC THEATRE INTL	PRCS: theatre scripts	635.00
AMAZON RETA 5K3GL0ZL3	PRCS: Program Supplies	27.38
IN MVCA	MGR: Membership Dues	2,031.00
AMAZON MKTPL T09HD8U83	FD: Operating Expense	323.84
AMAZON MKTPL 5Z89S1VE3	DPW: Forestry hand saw	114.83
FENIX LIGHTING	HIDTA	3,825.00
CITY OF NOVI - PARKS R	PRCS: Program Expense	(20.60)
LANDS END BUS OUTFITTE	LIB: Staff Recognition	51.72
AMAZON MKTPL RX6G82DY3	PD: Office Supplies	9.87
TARGET.COM	CR: supplies	40.26
SP CHRISTMAS CHEER	CR: supplies	40.97
USPS.COM CLICKNSHIP	CLK: Postage	26.55
AMAZON MKTPL MG9BT0O23	CD: Operating Supplies	186.00
AMAZON MARK NW8630DJ3	CD: Office Supplies	38.77
AFP MACEO	CD: Training	20.00
NATIONAL FIRE PROTECTI	FD: Training	499.00
STAMPS.COM	LIB: Postage	100.00
AMAZON.COM 4W70V7QA3	TREAS: Office supplies	33.98
B&H PHOTO 800-606-696	CR: Headphone Adapter	7.68
FEDEX513160931	ENG: FedEx	45.37
FSP IFMA SE MICHIGAN C	FM: Conferences, Workshops	75.00
AMAZON.COM LT6FI1IY3	FM: Humidifier	154.83
CONST SW AND SESC PRD	DPW: Certification	95.00
CONSTRUCTION SW RENEW	DPW: Certification	96.90
INDUSTRIAL STORM WATER	DPW: Certification	96.90
AMAZON.COM NA4R05J13	TREAS: Office Supplies	12.78
CLEVELAND EQUIPMENT LL	PM: scarifier teeth	212.00
AMAZON MKTPL 8V7ES6253	PD: Operating Expense	64.99
GLOBAL ASSETS INTEGRAT	PD: SRT	1,725.00
GLOBAL ASSETS INTEGRAT	PD: SRT	1,725.00
OAKLAND PRESS	MGR: Newspaper Subscription	13.80
AMAZON MARK V13CD11A3	CD: Office supplies	19.98
NATIONAL FIRE PROTECTI	FD: Training	225.00
AMAZON MKTPL Q33RU34D3	PM: Plastic forks	51.98
USPS.COM CLICKNSHIP	CLK: Postage	17.70
WEB NETWORKSOLUTIONS	IS: Domain Renewals	582.43
SAVANCE LLC	DPW: Software Renewal	1,545.00
USPS.COM CLICKNSHIP	CLK: Postage	8.85
ALRO STEEL CORP	DPW: WM	600.64
AMAZON WEB SERVICES	IS: Hosting Fee	0.16
USPS.COM CLICKNSHIP	CLK: Postage	17.70
WHITLOCK BUSINESS SYST	TREAS: Print tax bills	(329.21)
APPLE.COM/US	IS: Hardware	698.00
AMAZON MKTPL 9Y67G31I3	IS: Supplies	99.88
AMAZON MKTPL 5V0BU90S3	IS: Supplies	7.99
WWW.VOLGISTICS.COM	IS: Man - Software Renewal	253.00
FEDEX512932337	ENG: FedEx	10.25
AMAZON MKTPL YQ7LK8QU3	FIN: Office supplies	116.92
AMAZON MARK 3R5650F03	PRCS: Program Supplies	59.94

USPS.COM CLICKNSHIP	CLK: Postage	8.85
GANNETT MEDIA CO	MGR: Newspaper Subscription	19.99
AMAZON MARK CB4UN11V3	PRCS: Program Supplies	160.68
AMAZON MARK GP6QA6BO3	PRCS: Program Supplies	93.78
CITY OF NOVI - PARKS R	PRCS: Program Expense	20.60
FSP MGFOA	DPW: Memberships/Dues	140.00
FSP MGFOA	DPW: Conferences/ Workshops	150.00
WHITLOCK BUSINESS SYST	TREAS: Print utility bills	(100.64)
	GRAND TOTAL	**$ 2,083,304.49**

GENERAL FUND	101	824,003.43
MAJOR STREET FUND	202	106,264.42
LOCAL STREET FUND	203	4,632.21
MUNICIPAL STREET FUND	204	34,148.81
PARKS, REC & CULTURAL SVCS FUND	208	43,792.67
DRAIN FUND	211	2,105.00
TREE FUND	213	20,020.45
RUBBISH COLLECTION FUND	226	189,203.20
FORFEITURE FUND	262	419.17
LIBRARY FUND	271	52,426.78
LIBRARY CONTRIBUTION FUND	272	101,759.27
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	1,702.50
PUBLIC SAFETY BUILDING FUND	464	567,507.45
SENIOR HOUSING FUND	574	417.03
WATER AND SEWER FUND	592	43,604.07
AGENCY FUND	701	55,799.33
CURRENT TAX COLLECTION FUND	703	119.31
MI HIDTA	725	22,879.39
RETIREE HEALTH CARE BENEFITS FUND	737	12,500.00
	GRAND TOTAL	**$ 2,083,304.49**