



CITY OF NOVI
Administrative ePacket
February 02, 2023

Public Safety (Police/Fire)

[Home and Garden Show Community Engagement and Recruitment - Gruenwald](#)

Infrastructure (Roads/Water/Sewer)

Economic Development (City Revenue/Job Growth)

[Michigan CAT Rezoning Update - Carroll](#)

Citizen-Focused Government (Shared Services/Customer Services)

Natural Areas & Features and Community Character (Community that Preserves)

Fiscally Responsible Government (Maintain)

Parks, Recreation & Cultural Services (Enhance Services)

Capital Improvement Program

City Council Only or Confidential

MEMORANDUM



TO: ERICK W. ZINSER,
DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE

FROM: KRISTIE L. GRUENWALD, COMMANDER *KLG*

SUBJECT: HOME SHOW COMMUNITY ENGAGEMENT AND RECRUITMENT

DATE: FEBRUARY 1, 2023

January 27-29, 2023, the Novi Police and Fire Department participated in the Home and Garden Show at the Suburban Collection Showplace. Our focus with this event was directed toward community engagement and recruitment of new Public Safety team members. Through a collaborative effort of Novi Fire Personnel, Novi Police Officers, and Human Resources, we were able to connect with those in attendance at the show, while identifying prospective new Police and Fire team members.



MEMORANDUM



TO: VICTOR CARDENAS, INTERIM CITY MANAGER
THRU: BARBARA MCBETH, AICP, CITY PLANNER
FROM: CHRISTIAN CARROLL, PLANNER
SUBJECT: JZ21-22 MICHIGAN CAT CATHERINE DRIVE PRO
DATE: FEBRUARY 1, 2023

Mayor and Council:
FYI on the
proposed Rezoning
of Michigan CAT
parcel.
- Victor

The purpose of this memo is to provide an update regarding JZ21-22 Michigan CAT Catherine Drive Access Parcel Planned Rezoning Overlay (PRO). The subject property is located east of Novi Road and north of Catherine Industrial Access Drive in Section 23 of the City of Novi. The area proposed to be rezoned totals approximately 5.29 acres. The applicant, Granger Construction, LLC, is proposing to use the site for outdoor storage of construction equipment related to Michigan CAT's shore and pump operation.

The City Council considered the request at a First Reading on August 8, 2022, and tentatively approved the rezoning with PRO subject to a number of conditions, including the following (emphasis added):

Developer shall develop the Land in accordance with all applicable laws, ordinances, and regulations, including all applicable setback requirements of the Zoning Ordinance under the Proposed Classification, except as expressly authorized herein, and all storm water and soil erosion requirements and measures throughout the site during the design and construction phases of the Development, and during the subsequent use of the Land as contemplated in this Agreement:

*The use of the site shall be limited to the outdoor storage of shoring and pump operation equipment as described in the developer's narrative, or equipment of a similar height, **but in all cases, equipment being stored shall be limited to a maximum of ten (10) feet in height.** This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position.*

The above language has been incorporated into the PRO Agreement that was sent to the applicant for review. Upon review, the applicant requested that Item G, subsection i, be modified to allow for an increase **in the height of the equipment being stored from ten feet in height to fifteen feet in height.** The applicant has indicated that this gives Michigan CAT more flexibility in the use of the land and is consistent with the outdoor storage use at the Michigan CAT facility, which is north and east of the area proposed to be developed. Attached is the request of the applicant for the proposed changes to the PRO Agreement.

Since the site is not directly abutting residential zoning or land uses, and the applicant will be providing landscape trees and buffering on the south and west perimeter of the site, staff does not object to the increase in the proposed maximum height of 5 feet in this area. This matter will be presented to the City Council at an upcoming meeting for Second Reading and final approval of the PRO agreement.

**PRO AGREEMENT - STRIKE-THROUGH
(APPLICANT PROPOSED)**

PLANNED REZONING OVERLAY (PRO) AGREEMENT
MICHIGAN CAT

AGREEMENT, by and between TARBERT PROPERTIES, LLC, an Indiana liability company, whose registered address is 6300 Southeastern Avenue, Indianapolis IN, 46203 (“**Applicant**”) and the CITY OF NOVI, 45175 Ten Mile Road, Novi, MI 48375-3024 (“**City**”).

RECITATIONS:

- A. Applicant is the owner and developer of an approximately 5.29 acres of an overall 32.39 acre site, located on the east side of Novi Road, north of Catherine Industrial Drive herein known as the “Land” or the “Development” and described on **Exhibit A**, attached and incorporated herein.
- B. The Applicant seeks to rezone the 5.29 acre portion from Light Industrial (I-1) to General Industrial (I-2), using the City’s Planned Rezoning Overlay (PRO) option, for purposes of using the approximately 5.29 acre portion of the site for outdoor storage of construction equipment related to Michigan CAT’s shore and pump operation as described in the developer’s narrative or equipment of a similar height.
- C. The Proposed Classification would provide the Applicant with certain material development options not available under the Existing Classification, and would be a distinct and material benefit and advantage to the Applicant.
- D. The City has reviewed and approved the Applicant’s proposed petition to amend the zoning district classification of the Land from the Existing Classification to the Proposed Classification under the terms of the Planned Rezoning Overlay (PRO) provisions of the City’s Zoning Ordinance, and has reviewed the Applicant’s proposed PRO Plan, attached hereto and incorporated herein as **Exhibit B** (the “PRO Plan”). The PRO Plan is a conceptual or illustrative plan for the potential development of the Land under the Proposed Classification, and not an approval to construct the proposed improvements shown thereon, as any development on the Property will require final site plan approval from the City as provided by this Agreement.
- E. The City has further reviewed the proposed PRO conditions offered or accepted by the Applicant. 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 G(iii) below) offered or accepted by Developer, and has concluded the following: (1) that the proposed PRO Plan constitutes an overall public benefit that outweighs the Deviations to the City Ordinances; (2) that a determination not to approve the Deviations would impede an enhancement of the Development that is in the public interest; and (3) that approving the Deviations would be consistent with the City’s Master Plan and compatible with the surrounding area. 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 approved the rezoning to the Proposed Classification or the Deviations.

- F. Applicant desires to proceed with obtaining the site plan and engineering approval and the issuance of permits required to develop the Land 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 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 Land and is to be recorded with the Register of Deeds for the County of Oakland following execution by the parties.
- G. As an integral part of the Applicant’s request to the City for rezoning to the Proposed Classification, Developer agrees to develop and construct the storm water system, and other infrastructure necessary to develop and use the Land in conformance with the following undertakings and forbearances by Developer (such undertakings and forbearances hereafter referred to as the “Undertakings”):
 - i. **Uses Permitted.** Applicant shall develop and use the Land solely for the outdoor storage of shoring and pump operation equipment as described in the Developer's narrative, or equipment of a similar height, but in all cases, equipment being stored shall be limited to a maximum of ~~ten-fifteen~~ (150) feet in height. This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position. Applicant shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.
 - ii. **Compliance with Applicable Laws and Regulations.** Applicant shall develop the Land in accordance with all applicable laws and regulations, and with all applicable ordinances, including all applicable setback requirements of the Zoning Ordinance with respect to the Proposed Classification, except as expressly authorized herein or as shown on the PRO Plan. The PRO Plan is acknowledged by both the City and Applicant to be a conceptual plan for the purpose of depicting the general area contemplated for development. Some deviations from the provisions of the

City's ordinances, rules, or regulations that are depicted in the PRO Plan are approved by virtue of this Agreement; however, except as to such specific deviations enumerated herein, the Applicant's right to develop the site under the requirements of the Proposed Classification shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under applicable laws, ordinances, and regulations, including, but not limited to, site plan approval, storm water management plan approval, landscape approval, and engineering plan approval, except as expressly provided in this Agreement. In addition to any other ordinance requirements, Applicant shall comply with all applicable ordinances for storm water and soil erosion requirements and measures throughout the site during the design and construction phases, and subsequent use, of the development contemplated in the Proposed Classification.

iii. **PRO Conditions.** In consideration of the rezoning and approval of the Concept Plan, the following PRO Conditions shall apply to the Land and/or be undertaken by Applicant:

1. The use of the site shall be limited to the outdoor storage of shoring and pump operation equipment as described in the developer's narrative, attached as **Exhibit C**, or equipment of a similar height, but in all cases, equipment being stored shall be limited to a maximum of ten (10) feet in height. This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position.
2. Developer shall provide a 20 foot wide access aisle easement across the length of the proposed site as shown on the concept plan to allow for proper emergency access to the Michigan CAT site. This area shall be kept clear of equipment and signage shall be provided near the existing gate located on the site.
3. Developer shall install a Motor City Historical Marker or a marker of similar character commemorating Michigan CAT's history within the City of Novi as shown on the concept plan which shall be reviewed in detail with the Preliminary Site Plan Review for consistency with other historical marker signage and verbiage. The Motor City Historical Marker shall be installed no later than one year after the start of construction.
4. Developer shall install a pedestrian plaza with a bench and six foot clear path access from the Novi Road sidewalk as shown on the concept plan, which shall be completed on or before one year after the start of construction. Developer shall grant the City an easement for public use of the pedestrian plaza, which plaza shall continue to be operated, maintained, and replaced by Developer.

5. Developer shall install a decorative breakaway emergency access gate near Catherine Industrial Drive as shown on the concept plan.
6. Woodland tree removals during the project shall be approximately 74 trees, which shall require 47 woodland replacement credits. Any woodland replacement credits planted on-site shall be permanently protected via conservation easement or landscape easement. Any credits not planted on site will require a payment of \$400 per credit into the Novi Tree Fund.
7. Any additional regulated woodland tree removals shall meet the requirements of the City of Novi Woodland Protection Ordinance, and may be granted administratively up to 10 trees with proper justification. If additional regulated trees proposed for removal exceeds 10, Planning Commission approval must be granted.
8. The existing drainageway on the east side of the site shall be preserved and shall be reviewed as part of the Preliminary Site Plan.
9. The site shall be properly screened as indicated in the concept plan and shall be reviewed as part of the Preliminary Site Plan.
10. Tentative completion date for the project shall be calendar year 2023.

iv. **Performance Guarantees.** The City shall require Developer to provide performance and financial guarantees for the completion of the improvements, including, as set forth above, including but not limited to, pedestrian plaza, Motor City Historical Marker, storm drainage improvements, site amenities, and landscaping and tree planting activities. Such financial guarantees shall cover the site improvements as determined by the City in accordance with applicable City Ordinances and customary practice. Such financial guarantees may include cash deposits or letters of credit as allowed by the current provisions of the City's Code of Ordinances as determined by the City. 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 the PRO Agreement or PRO Plan if approved by the City Council.

v. **Compliance with Laws.** The development and use of the Land shall be in accordance with all applicable laws, ordinances, and regulations, including

all applicable setback requirements of the Zoning Ordinance under the Proposed Classification, except as expressly authorized herein, and 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 Land as contemplated in this Agreement.

- vi. **Other City Authority.** Nothing in this Agreement shall prevent the City from exercising its regulatory and other authority with respect to the Overall Land and the Development in a manner consistent with the PRO Plan and this Agreement.
- vii. **Application Fees; Connection Fees.** Applicant 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.
- viii. **Property Maintenance Obligations.** Applicant agrees, at its expense, to operate, maintain, repair, manage, and improve the entire Development site during buildout of the development. Applicant shall be responsible to preserve and maintain the pedestrian plaza, storm water drainage facilities, paving, and landscaping, 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. Applicant 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 Applicant 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 Applicant 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 Applicant) 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 Applicant 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 Applicant, 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 Applicant, and, in such event, the Applicant shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

- ix. **Staff and Consultant Review Letters.** Applicant shall comply with all conditions listed in the staff and consultant review letters not inconsistent with the terms of this Agreement.
- x. **Applicant Representations.** Applicant 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.) Applicant 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. Applicant 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.) Applicant has 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 Applicant or its principals from carrying out the covenants and promises made herein.

- (c.) Applicant is financially able to complete the Development.
- (d.) Applicant 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.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Developer Obligations.** Upon execution of this Agreement by the parties:
 - a. The Land 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. Applicant shall comply with the PRO Documents;
 - c. Applicant shall forbear from acting in a manner inconsistent with the PRO Documents;
 - d. Applicant shall complete all actions necessary to carry out all of the obligations in the PRO Documents.
2. **Authorized Deviations.** The following deviations from the standards of the Zoning Ordinance are hereby authorized pursuant to §3402.D.1.c of the City’s Zoning Ordinance:
 - a. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for asphalt millings as a parking lot material in lieu of pavement, which is justified because the proposed millings are an extension of the existing storage yard and are a material that is preferable for storage yards;
 - b. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for a lack of curbs, which is justified due to the site having adequate sheet drainage during rainfall events that will be adequately filtered by a vegetative swale located on the north side of the storage area;
 - c. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for the lack of parking lot striping, which is justified due to the lot being used exclusively for storage of construction equipment;

- d. Landscape Deviation from Section 5.5.3.B.II of the Zoning Ordinance for the use of an evergreen shrub wall in lieu of required canopy greenbelt trees and berm, which is justified because the proposed shrub wall provides more adequate screening of the construction equipment;
 - e. Landscape Deviation from Section 4 of the Landscape Design Manual for the lack of meeting the required tree diversity standards, which is justified due to the heavy use of evergreens to provide the necessary screening for the project and the lack of suitable evergreen species available for use in Michigan.
- 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, 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 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.
- 5. **General Provisions:**
 - a. The Zoning Board of Appeals (the “ZBA”) shall have no jurisdiction over the Land 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.
 - b. Except as may be specifically modified by this Agreement, the City Code and all applicable regulations of the City shall apply to the Land. A violation of the City Code by Applicant and/or any successor owners or occupants with respect to the Land shall be deemed a breach of this Agreement, as well as a violation of the City Code.
 - c. A breach of this Agreement shall constitute a nuisance per se, which shall be abated. Applicant and the City therefore agree that, in the event of a breach of this Agreement by Applicant, 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 (for site improvements and infrastructure determined necessary by the City to service the buildings constructed and to otherwise satisfy the PRO Conditions for the public benefit, but not for purposes of construction, 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 Applicant 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, Applicant shall not be in the breach hereunder if Applicant 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 Applicant 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.

- d. 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 Applicant 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.
- e. Both 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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 Land and bind the parties, their heirs, successors, and assigns. The parties acknowledge that the Land 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, and all references to the “Applicant” in this Agreement shall also include all respective heirs, successors, and assigns of Applicant, 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 Applicant or its heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds.
- j. All parties to this Agreement further agree that, notwithstanding anything in the Planned Rezoning Overlay (PRO) provisions of the City’s Zoning Ordinance, Section 7.13, the PRO approval and this Agreement shall not expire or become void under Section 7.13.2.D.iii of the Ordinance, and the obligations of this Agreement shall remain in full force and effect, unless and until such time as it is amended or terminated by the City in accordance with the applicable procedures of the PRO provisions of the City’s Zoning Ordinance. Such amendment or termination shall be evidenced by the recording of an amendment or termination of this Agreement with the Oakland County Register of Deeds. The parties agree and acknowledge that for purposes of the PRO provisions of the Zoning Ordinance, the Development shall be considered to have commenced upon bona fide development of the Land. Because the City is the seller of its portion of the Land, as well as the approving body under the PRO provisions of the Zoning Ordinance, the requirements and obligations of Applicant set forth herein shall be considered to be in the nature of deed and/or use restrictions.
- k. Applicant 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 Applicant and the City. Applicant fully accepts and agrees to the final terms, conditions, requirements and obligations of the PRO Plan and PRO Agreement, and Applicant 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 Land, 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 Land. Applicant 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. Applicant 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 Applicant, all of which Undertakings, PRO Conditions, and other obligations Applicant 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 Land in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objectives of the City and Applicant, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, et seq., as amended.

- l. Applicant 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 Land 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.
- m. Applicant acknowledges that, at the time of the execution of this Agreement, Applicant has not yet obtained final site plan or engineering approvals for the Overall Land. Applicant 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.
- n. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Applicant and the City.
- o. 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 Land/Property.
Exhibit B - PRO Plan
Exhibit C – Developer’s Narrative

- p. 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.
- q. 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.
- r. 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 Land, 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.
- s. The parties acknowledge and agree that they have had the opportunity to have the PRO Plan and this Agreement reviewed by legal counsel.
- t. This Agreement may be signed in counterparts.

{Signatures begin on following page}

APPLICANT/DEVELOPER

**TARBERT PROPERTIES, LLC, an
Indiana liability company,**

By: _____

Its:

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2022, before me
appeared _____, the _____ of
TARBERT PROPERTIES, LLC, an Indiana liability company, who states that he has signed this
document of his own free will duly authorized on its behalf.

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

{Signatures continued on next page}

CITY OF NOVI

By: _____
Robert J. Gatt, Mayor

By: _____
Cortney Hanson, Clerk

:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2022, before me appeared Robert J. Gatt 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, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Drafted by:

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

When recorded return to:

Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

MAPS

Location

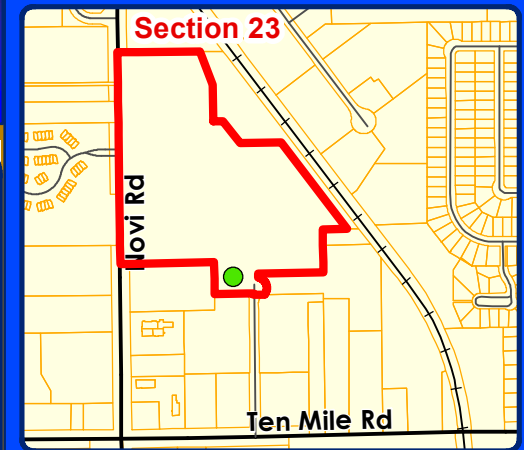
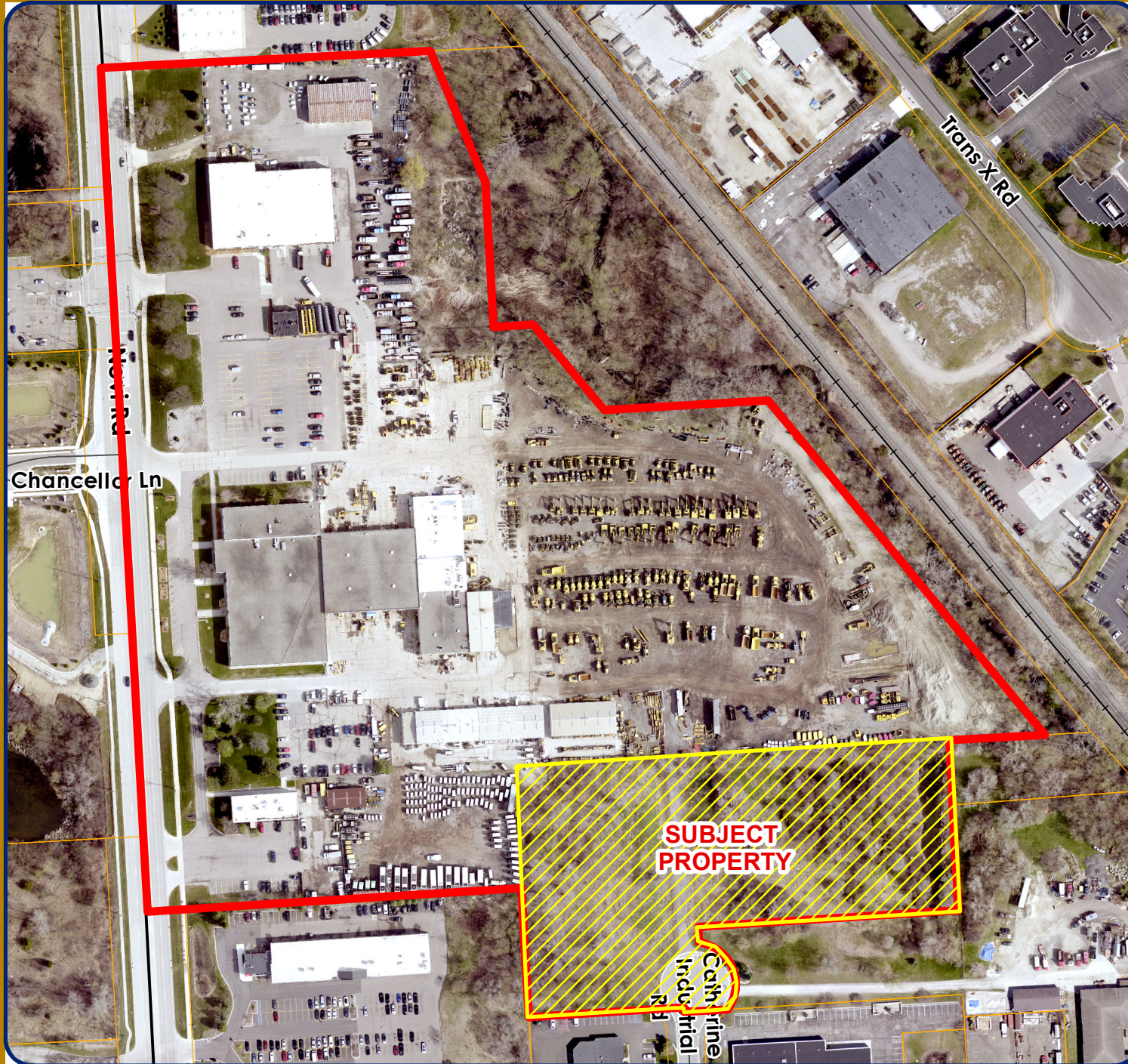
Zoning

Future Land Use

Natural Features

JZ21-22 MICHIGAN CAT PRO

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: Christian Carroll
Date: 7/6/22
Project: JZ21-22 MICHIGAN CAT PRO
Version #: 1

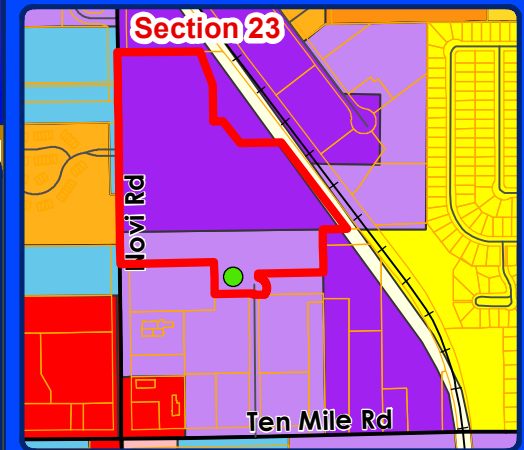
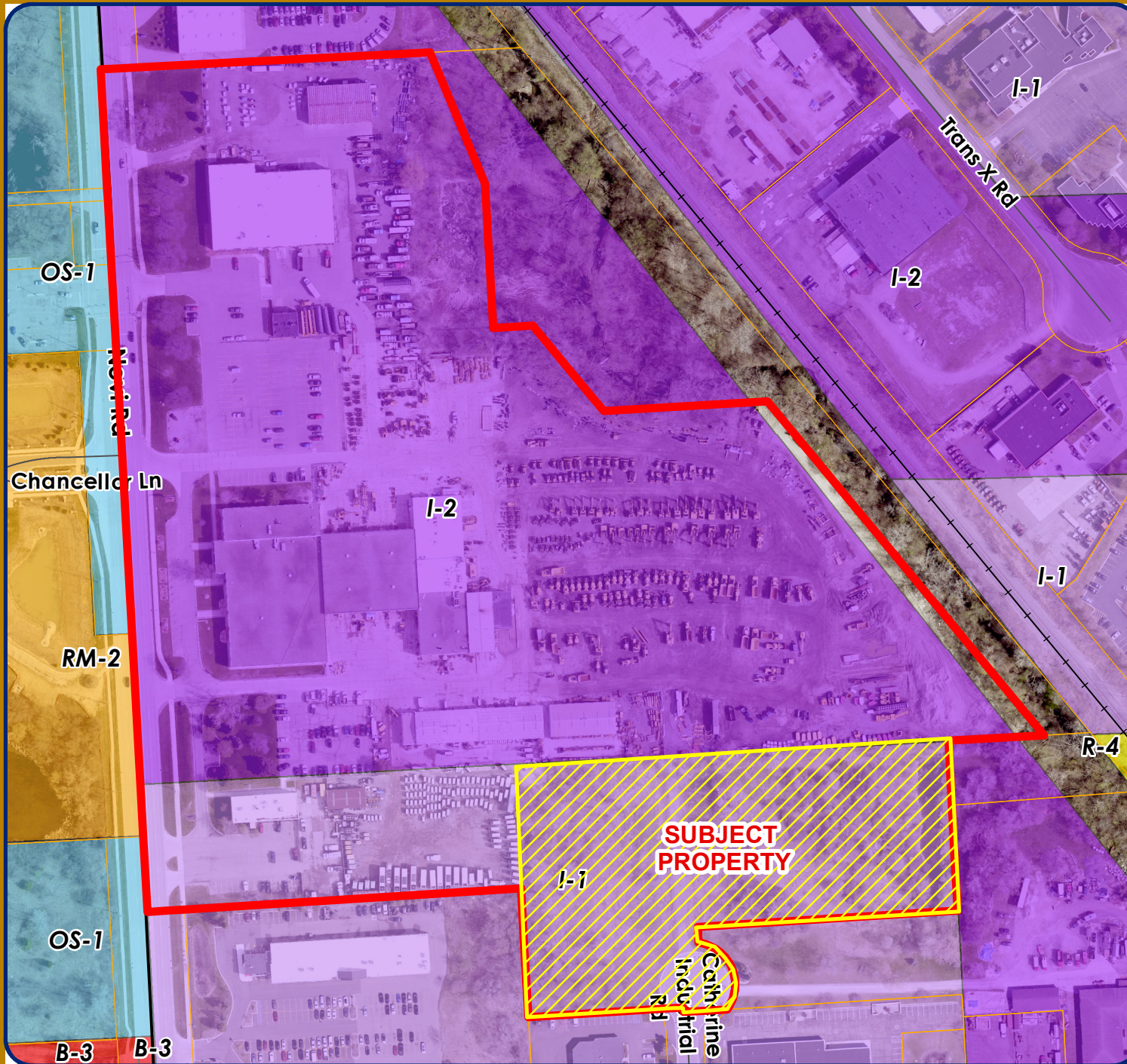
0 50 100 200 300 Feet
1 inch = 232 feet



MAP INTERPRETATION NOTICE

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JZ21-22 MICHIGAN CAT PRO ZONING



LEGEND

- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- RM-2: High-Density Multiple Family
- B-1: Local Business District
- B-3: General Business District
- I-1: Light Industrial District
- I-2: General Industrial District
- OS-1: Office Service District
- TC-1: Town Center -1 District
- Subject Property



City of Novi

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

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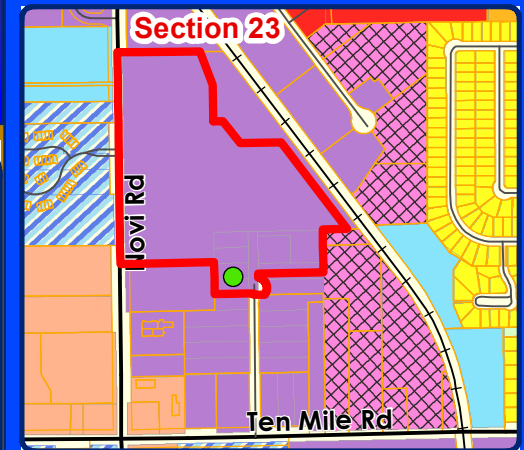
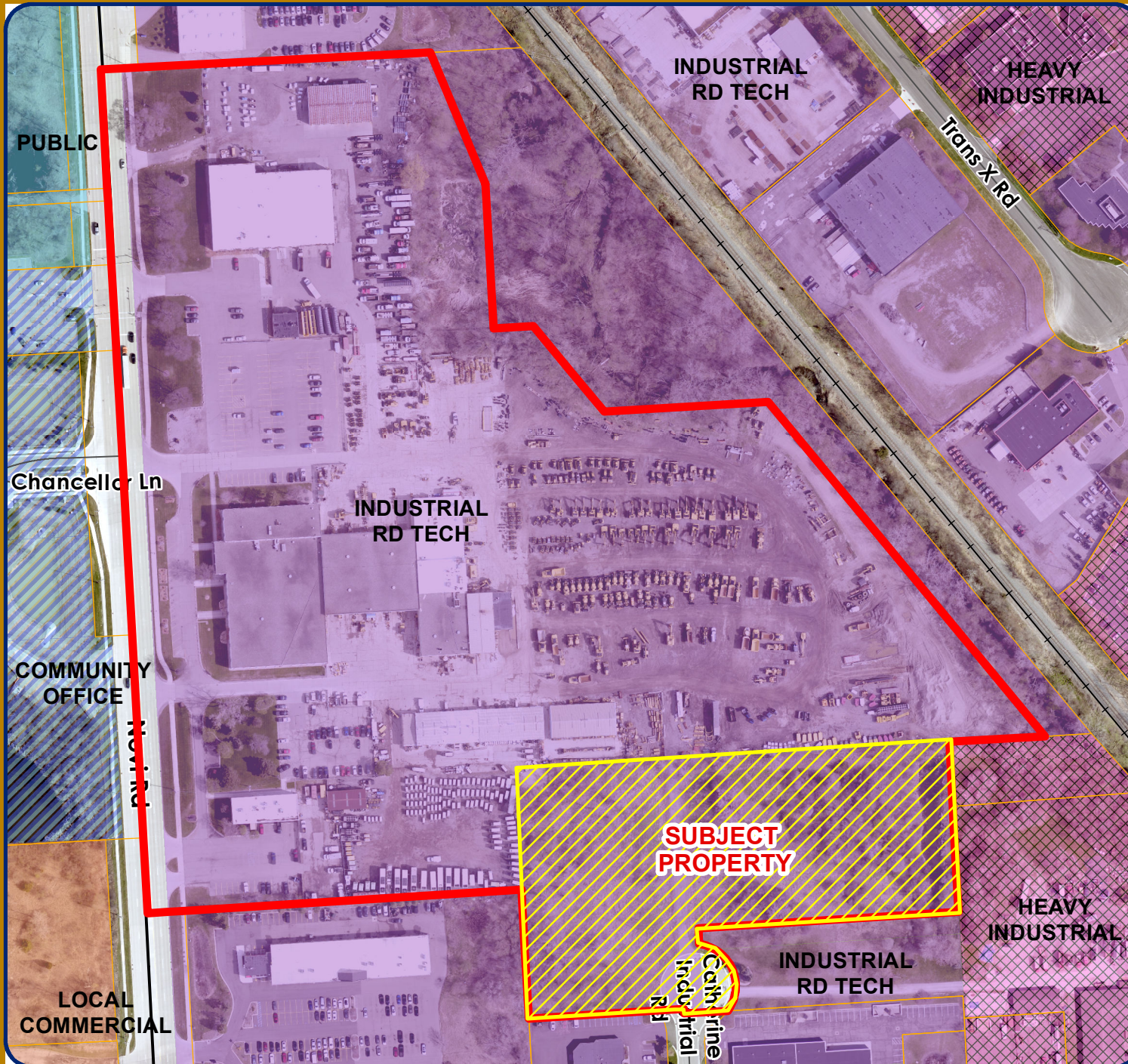


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JZ21-22 MICHIGAN CAT PRO

FUTURE LAND USE



LEGEND

- Single Family
- Multiple Family
- Community Office
- Industrial Research Development Technology
- Heavy Industrial
- Local Commercial
- TC Commercial
- Public
- Private Park
- Subject Property



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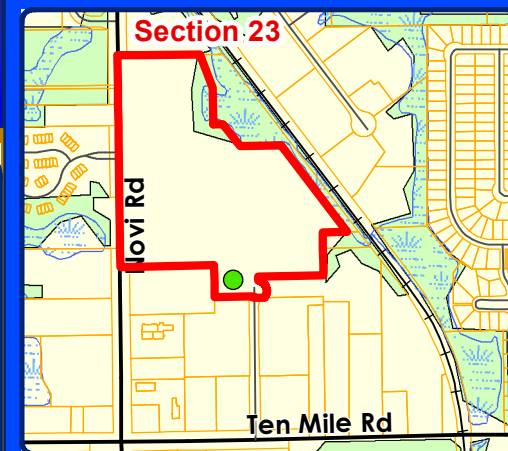
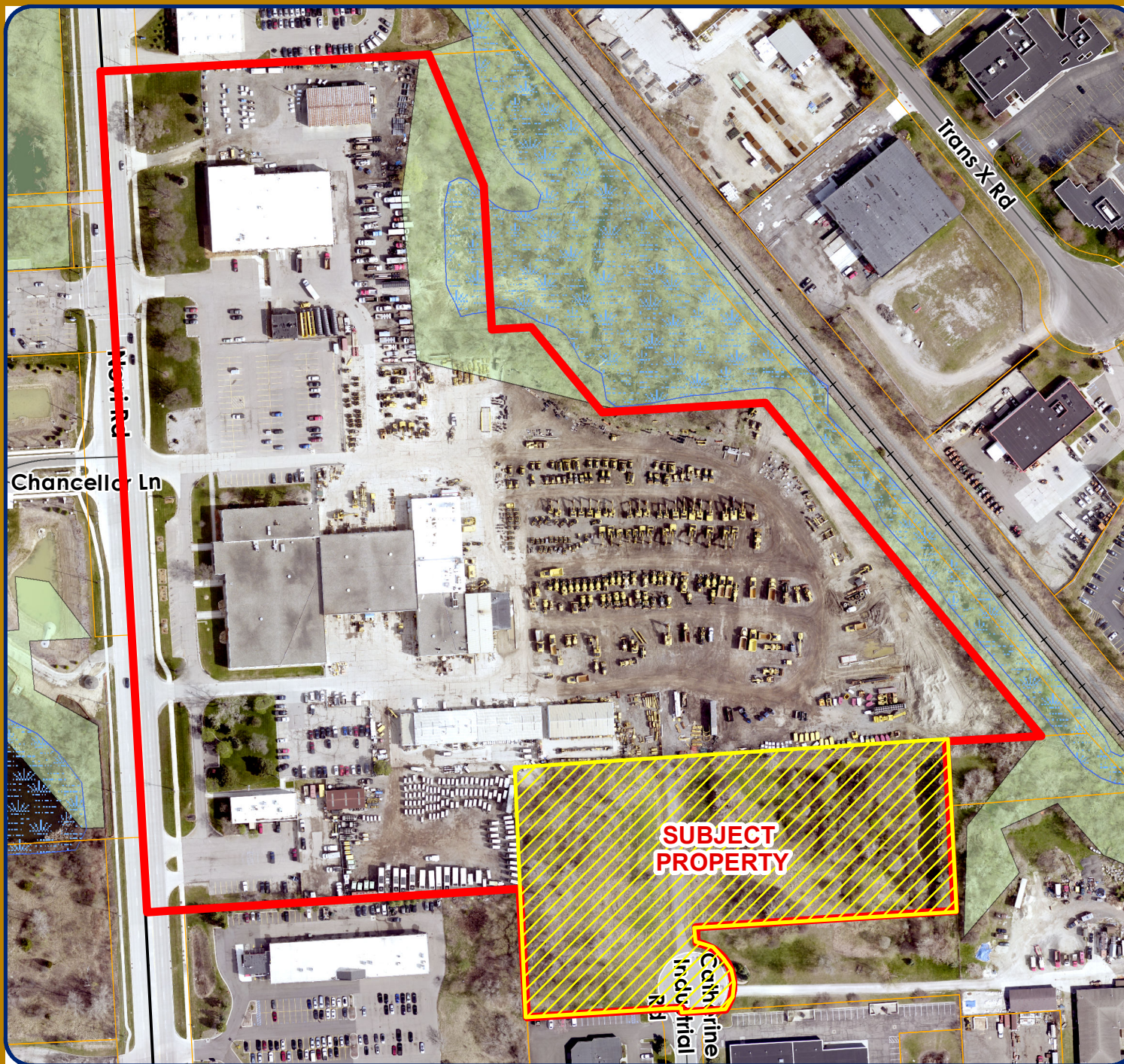


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JZ21-22 MICHIGAN CAT PRO

NATURAL FEATURES



LEGEND

- WETLANDS
- WOODLANDS
- Subject Property



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PRO CONCEPT PLAN
MARCH 15, 2022

DEVELOPMENT PLANS FOR
PROPOSED
MICHIGAN CAT
NOVI PUMP & SHORING MAINTENANCE
24800 NOVI ROAD
NOVI, MICHIGAN 48375

PROJECT CONTACTS

CIVIL ENGINEER

BERGMANN ASSOCIATES
7050 W SAGINAW HWY
LANSING, MI 48917
PAUL FURTAW, P.E.
(517) 272-9835

DEVELOPER

GRANGER CONSTRUCTION COMPANY
6267 AURELIUS RD
LANSING, MI 48911
DAN GERMAN
(517) 393-1362

UTILITY AND JURISDICTIONAL CONTACTS

PLANNING AND ZONING

CITY OF NOVI
45175 TEN MILE RD
NOVI, MI 48375
CHRISTIAN CARROLL
(248) 735-5607

OWNER

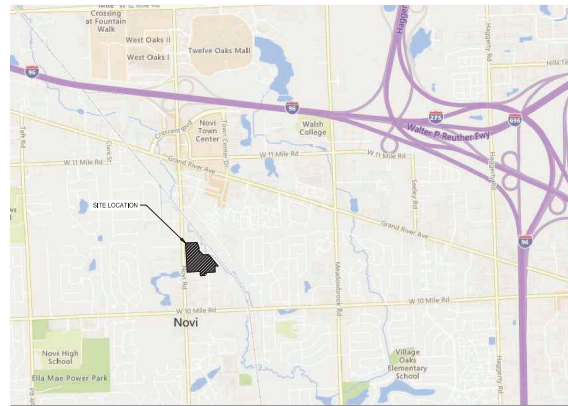
MICHIGAN CAT
24800 NOVI RD
NOVI, MI 48375
RICH POTOSNAK
(888) 642-4228

LANDSCAPE ARCHITECT

DEAK PLANNING & DESIGN
143 CADYCENTRE #79
NORTHVILLE, MI 48167
STEPHEN DEAK
(866) 355-4204

ENGINEERING

CITY OF NOVI
45175 TEN MILE RD
NOVI, MI 48375
VICTOR BORON
(248) 735-5695



SITE LOCATION MAP
NOT TO SCALE



Sheet List Table	
Sheet Number	Sheet Title
C000	COVER
C100	OVERALL SITE PLAN
C101	SITE PLAN
C110	GRADING & UTILITY PLAN
LP-1	SITE LANDSCAPE PLAN
LP-2	LANDSCAPE DETAILS
LP-3	FRONTAGE DETAIL
LP-4	FRONTAGE DETAIL
WP-1	WOODLAND IMPACT PLAN
TL-1	TREE INVENTORY

DRAWING KEY

- INCLUDED IN PLAN SET
□ NOT INCLUDED IN PLAN SET

LEGAL DESCRIPTION:

PART OF THE SW 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W 1/4 CORNER OF SECTION 23; THENCE S03°10'28"E 165.44 FEET ALONG THE WEST LINE OF SAID SECTION 23, BEING APPROXIMATE CENTER LINE OF NOVI ROAD (120' WIDE RIGHT-OF-WAY), TO THE POINT OF BEGINNING; THENCE N87°01'31"E 527.86 FEET; THENCE S22°42'42"E 228.37 FEET; THENCE S03°19'33"E 231.34 FEET; THENCE N86°40'27"E 63.20 FEET; THENCE S39°46'18"E 177.77 FEET; THENCE N86°40'27"E 263.12 FEET; S39°38'42"E 693.34 FEET ALONG AND IN PART OF THE "TEN NOVI INDUSTRIAL PARK SUBDIVISION", (L.178 OF PLATS, PAGE 22, OAKLAND COUNTY RECORDS); THENCE S86°24'42"W 849.70 FEET ALONG AND IN PART OF SAID "TEN NOVI INDUSTRIAL PARK SUBDIVISION"; THENCE S03°10'48"E 193.60 FEET; THENCE S86°24'42"W 599.62 FEET, TO THE WEST LINE OF : THENCE N03°10'28"W 1351.89 FEET, ALONG THE WEST LINE OF SAID SECTION 23, TO THE POINT OF BEGINNING.

ALSO, PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, TEN-NOVI INDUSTRIAL PARK LOTS 6 TO 9 INCLUSIVE, ALSO VACATED ROAD ADJACENT TO SAME, ALSO PART OF LOTS 15 AND 16, ALSO ALL OF LOT 17, ALSO OUTLOT A, ALL DESCRIBED AS:

BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 34 MINUTES 50 SECONDS EAST 400.00 FEET AND NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 812.00 FEET AND NORTH 89 DEGREES 32 MINUTES 20 SECONDS EAST 199.65 FEET AND NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 100.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23 AND PROCEEDING THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 400.00 FEET FROM: THENCE 89 DEGREES 32 MINUTES 20 SECONDS EAST 696.65 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 272.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 417.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 25.42 FEET; A CURVE TO THE RIGHT, RADIUS 68.00 FEET (REC. AS 68.60 FEET), CENTRAL ANGLE 117 DEGREES 35 MINUTES 04 SECONDS (REC. AS 117 DEGREES 34 MINUTES 51 SECONDS), AN ARC LENGTH OF 139.55 FEET, WHOSE CHORD BEARS SOUTH 20 DEGREES 03 MINUTES 00 SECONDS EAST 116.32 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 69.97 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST 7.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 248.95 FEET TO THE POINT OF BEGINNING, CONTAINING 5.29 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.



BERGMANN
ARCHITECTS ENGINEERS PLANNERS

7050 West Saginaw Hwy.
Suite 200
Lansing, MI 48917

www.bergmannco.com

GRANGER
ADVANCE THE ART OF BUILDING

**MICHIGAN CAT
NOVI
PUMP & SHORING
MAINTENANCE**

24800 NOVI ROAD
NOVI, MI 48375

Date Revised	Description
08/17/2021	CITY OF NOVI RESUBMITTAL
09/16/2021	CITY OF NOVI RESUBMITTAL
02/28/2022	CITY OF NOVI RESUBMITTAL
03/15/2022	CITY OF NOVI RESUBMITTAL



NOT FOR
CONSTRUCTION
100% SUBMISSION

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Landscape Architects & Surveyors, D.P.C.

Project Manager	Discipline Lead
T. REIDER	P. FURTAW, PE
Designer	Reviewer
J. SMITH	P. FURTAW, PE
Date Issued	Project Number
AUG 17, 2021	010181.00

Sheet Name

COVER

Drawing Number

C000



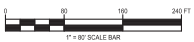
www.bergmannpo.com

**MICHIGAN CAT
NOVI
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03/15/2022	CITY OF NOVI RESUBMITTAL

PROPERTY LINE
REFERS TO THE APPROPRIATE M.D.M.B. S.E.S.C.
KEYING SYSTEM DETAIL.
SOIL BOUNDARY

10c	MARLETTE SANDY LOAM, 6 TO 12 PERCENT SLOPES
10b	MARLETTE SANDY LOAM, 1 TO 6 PERCENT SLOPES
43	SLOAN-MARLETTE ASSOCIATION
59	URBAN LAND



STATE OF MICHIGAN
PAUL A. PURKAW
ENGINEER
NO.
48638
LICENSED PROFESSIONAL ENGINEER
3/15/2022

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CONSTRUCTION
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Landscape Architects & Surveyors, D.P.C.

Project Manager	Discipline Lead
T. REDER	P. FURTAIW, PE
Designer	Reviewer
J. SMITH	P. FURTAIW, PE
Date Issued	Project Number
AUG 17, 2021	015181.00

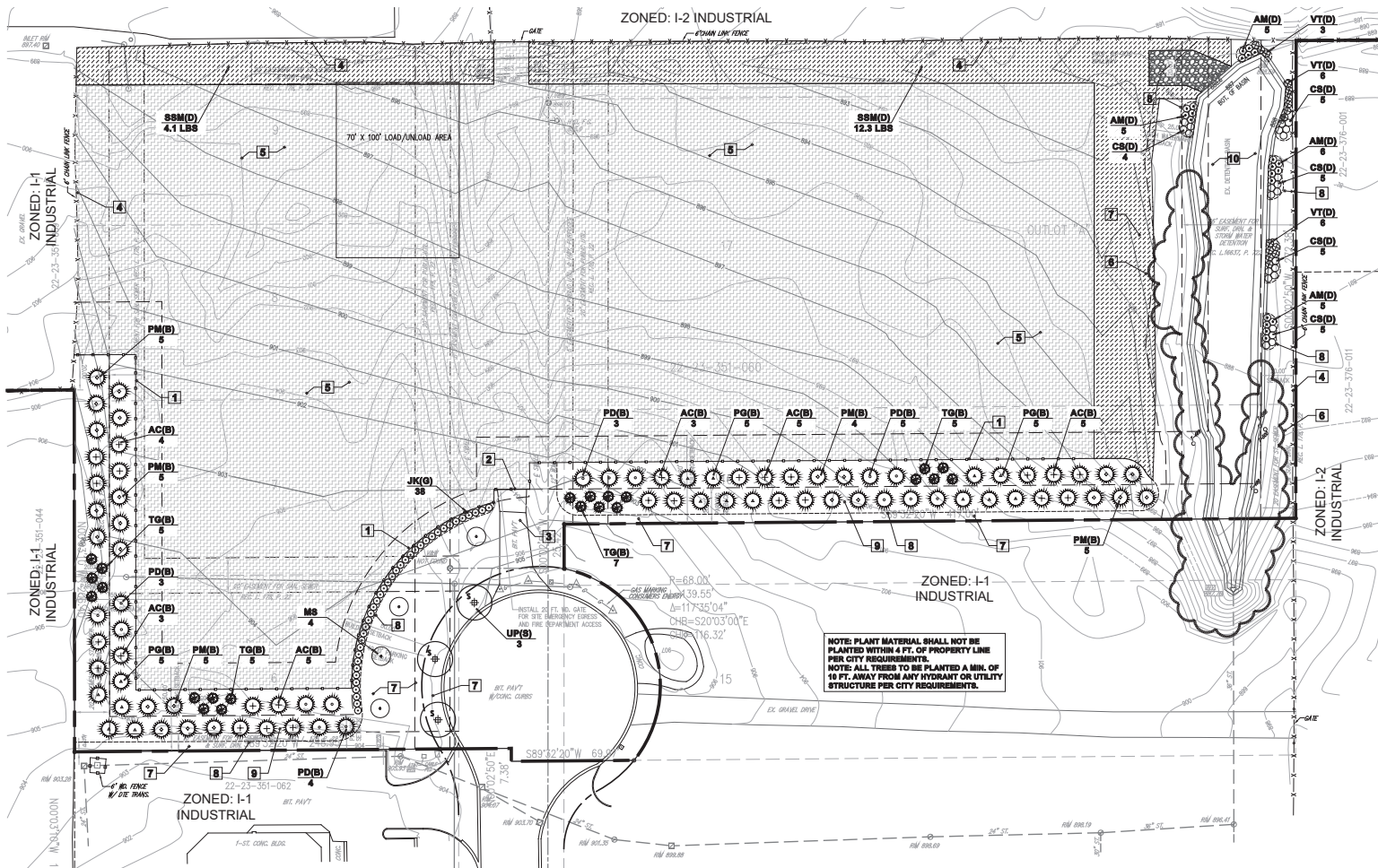
Sheet Name

OVERALL SITE PLAN

Drawing Number

C100





SITE PLANTING PLAN

SCALE: 1" = 40'

LANDSCAPE DATA

R.O.W. Greenbelt	150 in. ft.	Street Trees	150 in. ft.
Catherine Dr. Frontage: (150 in. ft. - 19 in. ft.) Canopy/Evergreen Trees Req. (1 Tree/40 in. ft.) Canopy/Evergreen Trees Prov. (1 Tree/40 in. ft.) Sub-Canopy Trees Req. (1 Tree/40 in. ft.) Sub-Canopy Trees Prov. Provided: Continuous tall evergreen hedge to screen storage area	3 Trees None 4 Trees	Twelve Mile Road Frontage: (150 in. ft. less 19 in. ft.) Trees Required: Total Trees Provided:	3 Trees 3 Trees

- NOTES:
- NO OVERHEAD UTILITIES EXIST OR ARE PROPOSED ON SITE.
 - SEE CIVIL DRAWINGS FOR SOIL MAP AND TYPES PRESENT ON SITE.
 - NO PHRAGMITES OBSERVED ON SITE.
 - NO JAPANESE KNOTWEED OBSERVED ON SITE.

- NOTE KEY:**
- PROPOSED FENCE - SEE CIVIL DRAWINGS
 - PROPOSED GATE - SEE CIVIL DRAWINGS
 - EXISTING DRIVE TO REMAIN
 - EXISTING FENCE TO REMAIN
 - PROPOSED STORAGE AREA SURFACE - SEE CIVIL DRAWINGS
 - EXISTING VEGETATION TO REMAIN
 - NEW SEEDED LAWN
 - SHOVEL CUT BED EDGE - TYP
 - CONTINUOUS MULCHED
 - EXISTING STORM WATER BASIN - SEE CIVIL DRAWING

GENERAL PLANTING REQ.:

- THE WORK SHALL CONSIST OF PROVIDING ALL NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS, AND SUPERVISION REQUIRED FOR THE COMPLETION AS SHOWN ON THE DRAWING.
- ALL PLANT MATERIALS SHALL CONFORM TO THE TYPE STATED ON THE PLANT LIST. SIZES SHALL BE THE MINIMUM STATED ON THE PLANT LIST OR LARGER. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE N.A.S. STANDARDS FOR GRADE NO. 1 NURSERY STOCK AND NORTHERN NURSERY GROWN.
- ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER, TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SEEDLING OR THOSE WITH THIN TRUNKS SHALL NOT BE ACCEPTED.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LATEST GROWING SEASONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT GRADES AND SPACING. THE PLANTS SHALL BE ORIENTED AS TO GIVE THE BEST APPEARANCE.
- WHEN THE PLANT HAS BEEN PROPERLY SET, THE PIT SHALL BE BACKFILLED WITH A TOPSOIL AND WATER SOLUBLE GRADUALLY FILLING PATTERNS AND SETTLING WITH WATER.
- ALL PLANT MATERIALS SHALL BE PRUNED AND NURSERIES REPAIRED OR DAMAGED OR PRUNING SHALL BE LIMITED TO THE REMOVAL OF DEAD OR HARMED TWIGS AND TO COMPENSATE FOR THE LOSS OF ROOTS FROM TRANSPLANTING. CUTS SHOULD BE FLARE LEAVING.
- THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS. ALL PLANT MATERIALS SHALL HAVE A MINIMUM OF ONE QUARTER INCH D.B.H. PRIOR TO PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PLANT MATERIALS. AT THAT TIME THE CONTRACTOR'S REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PLANT MATERIALS. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
- TOPSOIL SHALL BE FRAGILE, FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A PHOSPHORUS FROM 0.5 TO 7.5 SOL. SHALL BE FREE FROM CLAY LUMPS, COARSE SAND, PLANT ROOTS, STICKS AND OTHER FOREIGN MATERIALS.
- NO MACHINERY IS TO BE USED WITHIN THE DRAINAGE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN DRAINAGE OF EXISTING TREES.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AROUND ALL BUILDINGS, WALKS AND PAVED AREAS.
- ALL PLANTING BEDS SHALL RECEIVE 4" SHREDDED BARK MULCH PER SPECIFICATION.
- SOIL SEED LAWN AREAS. ALL LAWN AREAS BETWEEN CURBS AND BUILDINGS OR BETWEEN BUILDINGS, DRIVE SOL TO 4" DEEP BEFORE TOPSOIL PLACEMENT.
- SOIL SHALL BE TWO YEAR OLD "BARONCHERDALE" KENTUCKY BLUE GRASS GROWN IN A SOIL NURSERY ON LOAM SOIL.

PLANT MIX

ALL PLANTING PERENNIAL BEDS TO RECEIVE:

- 1-6 CU.YD. CITY OF COMPOST
- 1-40 LB/AC DRAINAGE
- 1-1 LB/AC SHIMING 15-15-15 MULTI PURPOSE FERTILIZER

PER 100 SQ FT BED AREA, HAND TELL INTO SOIL TO A DEPTH OF 12" MINIMUM

MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK

NO GROUND WOOD PALLET MULCH PERMITTED

TOPSOIL

CONTRACTOR TO TELL OR DISK SUBGRADE TO 4" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

PLANT KEY

- TREE SYMBOL
- TREE TYPE KEY - SEE PLANT LIST SHEET LP-2
- QUANTITY - NOVI PLANTING DETAILS SEE SHEET LP-2

IRRIGATION

ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM



NOT TO BE USED AS CONSTRUCTION DRAWING



PLANNING + DESIGN

143 cadycenre #79
northville, mi 48167

deakplanningdesign.com

MICHIGAN CAT STORAGE
24800 Novi Road, Novi, Michigan

sheet:



project sponsor:

MacAllister Machinery Co., Inc.
6300 Southeastern Ave.
Indianapolis, IN 46203
317.545.2151

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revisions:

SITE PLAN APPROVAL	05/06/21
RVS/D PER CMNTS	05/21/21
RVS/D PER CMNTS	08/18/21
RVS/D PER CMNTS	03/30/22

sheet title:

SITE LANDSCAPE PLAN

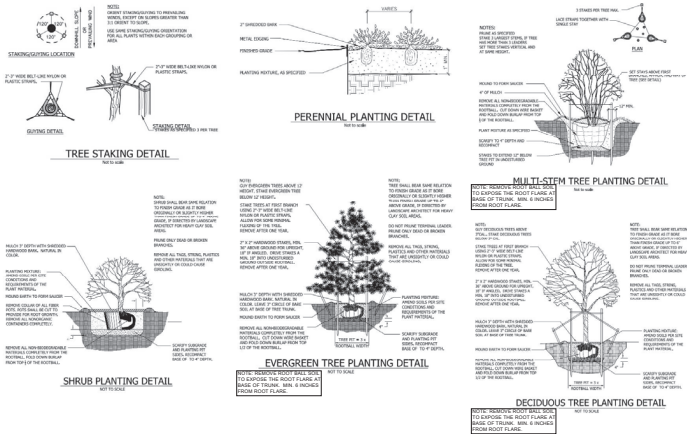
project no.

162109

sheet no.

LP-1

NOVI PLANTING DETAILS



SWALE MIX
- INCLUDE 8000 BLANKET ENTIRE AREA

Botanical Name	Common Name	Amount/acre
Swale Seed Mix		
Permanent Grasses/Sedges		
<i>Andropogon gerardii</i>	Big Bluestem	12.00
<i>Carex comosa</i>	Bristly Sedge	2.00
<i>Carex corymbosa</i>	Crested Owl Sedge	1.00
<i>Carex lurida</i>	Butterbush Sedge	2.50
<i>Carex sax.</i>	Prairie Sedge Mix	2.00
<i>Carex vulpina</i>	Brown Fox Sedge	4.00
<i>Elymus virginicus</i>	Virginia Wild Rye	8.00
<i>Glyceria striata</i>	Fowl Mania Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00
<i>Scirpus cespitosus</i>	Wood Grass	0.50
<i>Spartina pectinata</i>	Prairie Cord Grass	3.00
Total		40.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Ryegrass	100.00
Total		460.00
Forbs		
<i>Aster sp.</i>	Water Plantain (Various)	1.00
<i>Achillea millefolium</i>	Swamp Milkweed	2.00
<i>Aster novae-angliae</i>	New England Aster	0.50
<i>Cirsium discolor</i>	Tall Compositae	1.00
<i>Eupatorium maculatum</i>	Spotted Joe-Pye Weed	0.25
<i>Iris virginica</i>	Blue Flag	4.00
<i>Liatris spicata</i>	Maryland Blazing Star	1.00
<i>Lobelia cardinalis</i>	Cardinal Flower	0.25
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.50
<i>Lonicera americanus</i>	Common Winter Honeysuckle	0.25
<i>Scutellaria arifolia</i>	Common Anemone	0.75
<i>Silphium laciniatum</i>	Prairie Dock	1.00
<i>Verbena hastata</i>	Blue Veraneth	1.50
<i>Zizia aurea</i>	Garden Alexander	0.75
Total		14.70

EROSION CONTROL BLANKET

Material and Performance Specification Sheet	
5100 Erosion Control Blanket	
The manufacturer warrants that the product will perform in accordance with the specifications and performance data provided herein for the intended use and application. The manufacturer shall be responsible for the performance of the product under the conditions specified herein. The user shall be responsible for the proper installation and maintenance of the product. The manufacturer shall not be responsible for the performance of the product under conditions not specified herein.	
Manufacturer: 5100 Erosion Control Blanket	Product Description: 5100 Erosion Control Blanket
Material: 5100 Erosion Control Blanket	Performance Data: 5100 Erosion Control Blanket
Installation: 5100 Erosion Control Blanket	Maintenance: 5100 Erosion Control Blanket
Notes: 5100 Erosion Control Blanket	References: 5100 Erosion Control Blanket

NATIVE SEEDING MAINTENANCE

During the first growing season, native areas should be mowed a maximum of three times to height of about 4" when the growth reaches 10"-12". Selective herbicide applications or hand pulling may be needed to control unwanted weed populations. A mower cannot be set high enough, a string trimmer may be used.

During the second growing season, native areas should be mowed a maximum of two times to height of about 4" when the growth reaches 10"-12". Selective herbicide applications or hand pulling may be needed to control unwanted weed populations.

By the second growing season it should be apparent if some areas need reseeding. Reseed or amend as needed to provide for full coverage.

Long term management for native areas includes monitoring, hand weeding, and selective herbicide applications. If burning is not allowed or feasible, the planting may be mowed to a short height and the seedlings removed in the early spring before ground nesting birds begin nesting.

SEED MIX NOTES

- The seed rates shall be applied at the specified rate for each mix.
 - Mixes shall be applied to the ground in accordance with the specifications and requirements.
 - The planting area for the mix shall be 70% sharp sand and 30% compost.
- Manufacturer: JFlow, Inc.
10000 N. 10th Ave.
Minnetonka, MN 55345
763-251-2112

NOVI SPECIFICATIONS

- Whenever in this Ordinance landscape plantings are required or permitted, they shall be planted in accordance with the approved final stamped landscape plan.
- All plant materials shall be installed between April 15th and November 15th. All installed landscapes including plant materials, mulch, staking, irrigation, and sodding, must be installed and inspected by the City prior to issuance of a Temporary Certificate of Occupancy. At that time, a financial guarantee of 1.2 times the cost of any deficiencies will be held until inspection occurs for a Final Certificate of Occupancy. In order to receive a Final Certificate of Occupancy, the deficiencies must be addressed within 30 days during the April 15th to November 15th planting season. If the deficiencies are not addressed in the time period outlined above, the City will cash in the amount being held for the outstanding items and remedy those items.
- A City representative will perform landscape inspections following a request from the developer or owner. The inspection time period is from April 15th to November 15th. If an inspection is requested between November 16 and April 14, a financial guarantee is to be provided based on 1.2 times the percent incomplete for a Temporary Certificate of Occupancy as outlined above. Beginning April 15th, the Applicant then has 30 days to complete items or the City will cash in the amount being held and finish the job.
- The establishment period for the plant material guarantee will occur beginning at the Final Certificate of Occupancy inspection approved for 2 years from that date. All plantings shall be properly planted as to be in a healthy, growing condition at the commencement of the establishment period. At the end of the establishment period, any plantings, which are 20% dead or greater, shall be replaced.
- Notice of installation/owner change:**
 - The owner or developer must notify the City of the installation schedule. The City may reject any installation which is defective or in generally poor condition.
 - Minor changes regarding plant materials per the approved and stamped landscape plan may be allowed upon written notification and, and within approval by the City Landscape Architect of species, size, change, and location.
 - Minor changes due to seasonal planting problems and lack of plant availability may be approved in writing by the City Landscape Architect when there is no reduction in the quality of plant material, no significant change in size or location of plant material, the new plant material is compatible with the area and is the same general type/species/color/height, exhibiting same design characteristics (mature height, crown), as the material being replaced. If these criteria are not sufficient or changes are significant from approved plan, the landscape plan shall be revised and resubmitted for plan approval.
- Abandonment:**
 - Maintenance of required plantings by the owner shall be carried out so as to preserve a healthy, neat and orderly appearance. Free from visible and visible.
 - To insure proper maintenance and as a condition of Final Site Plan approval, the property owner shall enter into and record with the office of the Oakland County Register of Deeds a Landscape Maintenance Agreement, or include such provisions as part of additional restrictions or covenants made deed, each of which shall be approved by the City Attorney. Such instrument shall identify the minimum plan of maintenance, the person or entity responsible for maintenance, and shall provide the procedure, authority and finance for City care of trees/plants by the responsible entity. Such instrument shall also include provisions for all unwanted and dead material to be replaced within one (1) month, or the next appropriate planting period, whichever occurs first, all landscaped areas shall be maintained with sufficient water for establishment and long-term survival; tree staking, guy wires and tree wrap are to be removed after one winter season; plantings shall be guaranteed for two (2) growing seasons after date of the acceptance of the installation; if grass or weeds around the height specified in Chapter 21 of the Novi Code of Ordinances, or if shrubs are allowed to obstruct vision across any portion of the island and the responsible party is unwilling to remedy the situation, the City will allow such violations and shall assess the cost of such abatement measures in the manner provided by the developer and approved by the City as a condition of occupancy.
- Responsibility and Certificate of Occupancy:** The owner of the property subject to the requirements of this Section shall be responsible for maintaining per landscaping the approved final landscape plan as specified in this Section. If the property is occupied by a person other than the occupant, the occupant shall also be responsible for maintenance. All landscaping work required pursuant to 3005-8 and 9 shall be maintained on an ongoing basis by the occupant and/or landlord.

* These requirements supersede all other planting requirements or specifications.

PLANT LIST - Greenbelt

QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
38	JK	Keller Juniper <i>J. Keldor</i>	6' Ht.	BAB	\$ 60.00	\$ 1,900.00
6		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 175.00
					TOTAL:	\$ 2,075.00

PLANT LIST - Buffer

QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
25	AC(B)	Concolor Fir <i>Abies concolor</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 9,375.00
15	PD(B)	Black Hills Spruce <i>Picea g. densata</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 5,625.00
15	PG(B)	White Spruce <i>Picea glauca</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 5,625.00
24	FM(B)	Douglas Fir <i>Pseudotsuga menziesii</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 9,000.00
22	TO(B)	Green Giant Arborvitae <i>Thuja standishii x plicata</i>	6' Ht.	BAB	\$ 250.00	\$ 5,500.00
15		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 630.00
					TOTAL:	\$ 35,755.00

PLANT LIST - Detention Basin & Swale

QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
21	AM	Irishmoss Beauty Chokeberry <i>Aronia m. 'Irishmoss Beauty'</i>	36" Ht.	Cont.	\$ 50.00	\$ 1,050.00
24	CB	Red Osier Dogwood <i>Cornus sericea</i>	36" Ht.	Cont.	\$ 50.00	\$ 1,200.00
15	YT	Bulley Commem Viburnum <i>Viburnum celticum 'Bulley Commem'</i>	36" Ht.	Cont.	\$ 50.00	\$ 750.00
16.4	BSM	Swale Seed Mix	32.2 bales	LBS.	\$ 300.00	\$ 4,920.00
8		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 280.00
					TOTAL:	\$ 8,200.00

PLANT LIST - Street Trees

QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
3	UP	Princeton Elm <i>Ulmus americana 'Princeton'</i>	3" Cal.	BAB	\$ 400.00	\$ 1,200.00
4	MS	Super Tyme Crabapple <i>Malus 'SuperTyme'</i>	2" Cal.	BAB	\$ 250.00	\$ 1,000.00
1.5		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 52.50
					TOTAL:	\$ 2,200.00
1,200		SEEDED LAWN (S.Y.)			\$ 3.00	\$ 3,750.00

- NOTE:
- CONTRACTOR TO VERIFY ALL PLANT QUANTITIES ON PLANS.
 - ANY PLANT SUBSTITUTIONS MUST BE APPROVED BY THE CITY IN WRITING PRIOR TO INSTALLATION.
 - PLANT SPECIES SELECTIONS PROVIDED TO MEET CITY REQUIREMENTS.
 - DO NOT USE DWARF SPECIES OR CORNUS SERICEA.



NOT TO BE USED AS CONSTRUCTION DRAWING

deakplanningdesign.com

note:



project sponsor:
MacAllister Machinery Co., Inc.
6300 Southeastern Ave.
Indianapolis, IN 46203
317.545.2151

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revisions:

SITE PLAN APPROVAL	05/06/21
RVSD PER CMNTS	05/21/21
RVSD PER CMNTS	08/18/21
RVSD PER CMNTS	03/30/22

sheet title:

LANDSCAPE
DETAILS

project no.

162109

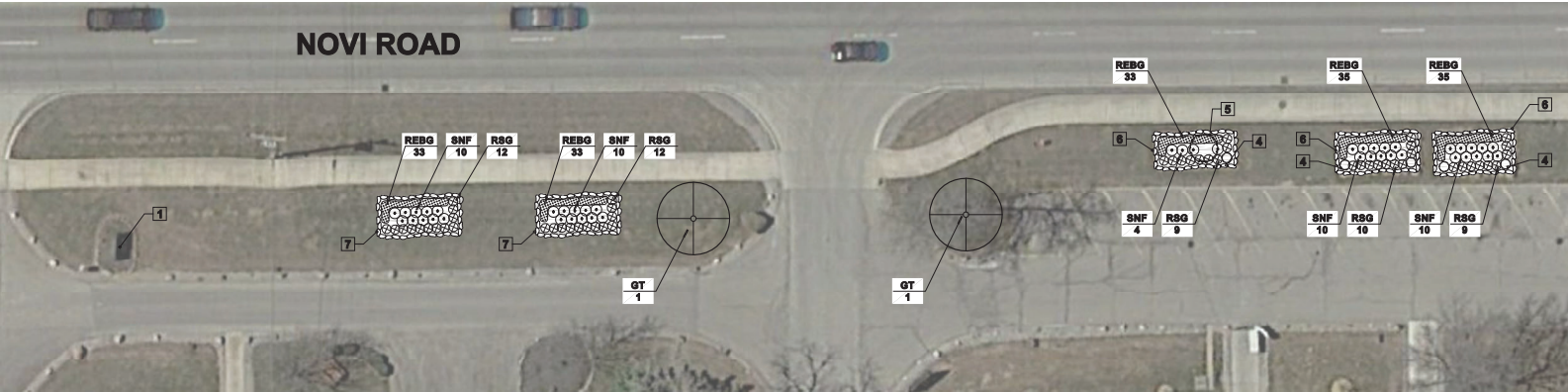
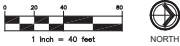
sheet no.

LP-2



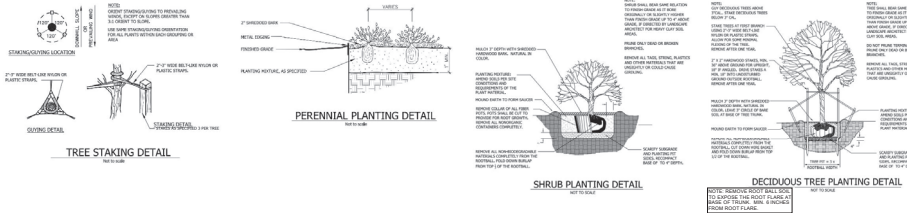
FRONTAGE KEY MAP

SCALE: 1" = 40'



1 LP3 PLANTING PLAN DETAIL
SCALE 1/16" = 1'-0"

NOVI PLANTING DETAILS



NOTE KEY:

- 1 EXISTING SIGN
- 2 EXISTING FLAG POLE
- 3 EXISTING TREE TO REMAIN
- 4 EXISTING ORN. GRASS TO REMAIN
- 5 EXISTING ORN. TREE TO REMAIN
- 6 EXISTING BOLLERS TO REMAIN
- 7 PROPOSED BOLLERS TO MATCH EXISTING
- 8 SHOVEL CUT BED EDGE
- 9 PROPOSED MOTOR CITY MARKER SIGN
- 10 EXISTING BRICK PAVERS TO REMAIN
- 11 BENCH - 16" BENCH/48" 4" BACKED BENCH - STRAPPED SURFACE MOUNT TREE MANUFACTURER
- 12 COLOR - BUTTERFLY W/ OWNER APPROVAL
- 13 LANDSCAPE FORMS 800-69-2846
- 14 WWW.LANDSCAPEFORMS.COM

GENERAL PLANTING REQ.:

- 1 THE WORK SHALL CONSIST OF PROVIDING ALL NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS, AND SUPERVISION REQUIRED FOR THE COMPLETION AS SHOWN ON THE DRAWING.
- 2 ALL PLANT MATERIALS SHALL CONFORM TO THE TYPE STATED ON THE PLANT LIST. SEED SHALL BE THE MINIMUM STATED ON THE PLANT LIST OR LARGER. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NURSERY STANDARDS FOR GRADE NO. 1 NURSERY STOCK AND NORTHERN NURSERY GROWN.
- 3 ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT.
- 4 ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER, TREES WITH FORKED OR IRREGULAR TRUNKS **WILL NOT BE ACCEPTED**. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- 5 ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIZED TREES OR THOSE WITH THIN OR SPINDLY CROWNS SHALL **NOT BE ACCEPTED**.
- 6 ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SPREAD FOR THE FIRST TWO GROWING SEASONS.
- 7 THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT GRADES AND SPACING. THE PLANTS SHALL BE ORIENTED AS TO GIVE THE BEST APPEARANCE.
- 8 WHEN THE PLANT HAS BEEN PROPERLY SET, THE PIT SHALL BE BACKFILLED WITH A TOPSOIL AND NATIVE SOIL MIXTURE, GRADUALLY FILLING, PATTING AND SETTLING WITH WATER.
- 9 ALL PLANT MATERIALS SHALL BE PRUNED AND INJURED REPAIRED. THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE REMOVAL OF DEAD OR INJURED TWIGS AND TO COMPENSATE FOR THE LOSS OF ROOTS FROM TRANSPORTING. CUTS SHOULD BE FLUSH, LEAVING NO FLAR.
- 10 THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS. ALL PLANT MATERIALS SHALL HAVE A MINIMUM OF ONE (1) YEAR GUARANTEE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY PLANT MATERIALS THAT DO NOT SURVIVE. AT THAT TIME THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT FOR A FINAL INSPECTION. PLANT MATERIAL WITH 25% DIE BACK, AS DETERMINED BY THE OWNER'S REPRESENTATIVE SHALL BE REPLACED. THESE GUARANTEES INCLUDE THE FURNISHING OF NEW PLANTS, LABOR AND MATERIALS. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
- 11 TOPSOIL SHALL BE FERTILE, FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A PH RANGE FROM 6.5 TO 7.5. SOIL SHALL BE FREE FROM CLAY LUMPS, COARSE SAND, PLANT ROOTS, STONES AND OTHER FOREIGN MATERIALS.
- 12 NO MACHINERY IS TO BE USED WITHIN THE Drip LINE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN Drip LINE OF EXISTING TREES.
- 13 IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS, WALLS AND PAVED AREAS.
- 14 ALL PLANTING BEDS SHALL RECEIVE 4" SHREDDED BARK MULCH SEE SPECIFICATIONS.
- 15 800 SEED LAWN AREAS - ALL LAWN AREAS BETWEEN CURBS AND BUILDINGS OR BETWEEN BUILDINGS, DISK SOIL TO 4" DEEP BEFORE TOPSOIL PLACEMENT.
- 16 800 SHALL BE TWO YEAR OLD "KENTUCKY BLUEGRASS" KENTUCKY BLUE GRASS GROWN IN A 800 NURSERY ON LOAM SOIL.

PLANT MIX

ALL PLANTING/ PERENNIAL BEDS TO RECEIVE:

- 1 - 6 CU FT. CITY OF COMPOST
- 1 - 40 LB BAG DRAINAGE
- 1 - 1 LB BAG DRAINAGE 12-12-12 MULTI PURPOSE FERTILIZER

PER 100 SQ FT BED AREA

HAND TILL INTO SOIL TO A DEPTH OF 12" MINIMUM

MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK

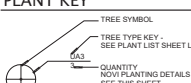
MULCH

NO GROUND WOOD PALETTE MULCH PERMITTED

TOPSOIL

CONTRACTOR TO TILL OR DISK SUBGRADE TO 4" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL. IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

PLANT KEY



811

Know what's below Call before you dig

NOT TO BE USED AS CONSTRUCTION DRAWING



SITE PLAN APPROVAL	05/06/21
RVSJ PER CMNTS	05/21/21
RVSJ PER CMNTS	09/18/21
RVSJ PER CMNTS	09/18/21
RVSJ PER CMNTS	09/30/22



2 PLANTING PLAN DETAIL

LP3 SCALE 1/16" = 1'-0"



1 HISTORY SIGN CONCEPT

SCALE 1" = 1'-0"

PLANT LIST - Novi Road Frontage

QUAN.	KEY	COMMON/BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
2	QT	Skyline Thornless Honeylocust <i>Gleditsia x Skyline</i>	3" cal.	B&B	\$ 400.00	\$ 800.00
88	SNF	Neon Flash Spirea <i>Spiraea x Neon Flash</i>	3 Gal.	Cont.	\$ 60.00	\$ 5,280.00
64	RSQ	Red Switch Grass <i>Panicum x Red Switch</i>	2 Gal.	Cont.	\$ 10.00	\$ 640.00
25	PAV	Early Blooming Blk. Flowered Pin. Grass <i>Pennisetum x Early Blooming</i>	2 Gal.	Cont.	\$ 10.00	\$ 250.00
88	HHR	Happy Returns Daylily <i>Daylily x Happy Returns</i>	1 Gal.	Cont.	\$ 15.00	\$ 1,320.00
208	REBG	Early Bird Gold Oenothera Coniflower <i>Oenothera x Early Bird Gold</i>	1 Gal.	Cont.	\$ 10.00	\$ 2,080.00
		SHREDDED HARD BARK MULCH (G.Y.)			\$ 35.00	\$ 315.00
					TOTAL:	\$ 8,885.00

NOTE:
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3. PLANT SPECIES SELECTIONS PROVIDED TO MEET CITY REQUIREMENTS.
4. DO NOT USE DWARF SPECIES OF CORNUS SERICEA.

BENCH



LANDSCAPE FORMS - SCARBOROUGH BENCH

NOTE KEY:

- EXISTING SIGN
- EXISTING FLAG POLE
- EXISTING TREE TO REMAIN
- EXISTING ORN. GRASS TO REMAIN
- EXISTING ORN. TREE TO REMAIN
- EXISTING BOLLARDS TO REMAIN
- PROPOSED BOLLARDS TO MATCH EXISTING
- SHOVEL CUT RED EDGE
- PROPOSED MOTOR CITY MARKER SIGN
- EXISTING BRICK PAVERS TO REMAIN
- BENCH - "SCARBOROUGH 48" BACKED BENCH - STRAPPED SURFACE MOUNT TREE MANUFACTURER
- COLOR - BUTTE RUST W/ OWNER APPROVAL
- LANDSCAPE FORMS 80-01-246
- WWW.LANDSCAPEFORMS.COM

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- THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS. ALL PLANT MATERIALS SHALL HAVE A MINIMUM OF ONE (1) CALIBER TO 2 1/2" AND 20% POST-EMERGENT HERBICIDE APPLIED. AT THAT TIME THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT FOR A FINAL INSPECTION. PLANT MATERIAL WITH 20% DIE BACK, AS DETERMINED BY THE OWNER'S REPRESENTATIVE SHALL BE REPLACED. THIS GUARANTEE INCLUDES THE FURNISHING OF NEW PLANTS, LABOR AND MATERIALS. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
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PLANT MIX

ALL PLANTING PERENNIAL BEDS TO RECEIVE:

- 1 - 6 CUFT. CITY OF COMPOST
- 1 - 40 LB. BAG ORGANIC
- 1 - 1 LB. MAGNESIUM 12-12-12 MULTI PURPOSE FERTILIZER

PER 100 SQ. FT. BED AREA:

HAND TILL INTO SOIL TO A DEPTH OF 12" MINIMUM

MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH

NO GROUND WOOD PALETTE MULCH PERMITTED

TOPSOIL

CONTRACTOR TO TILL OR DISK SUBGRADE TO 4" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL. AT ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

PLANT KEY

- TREE SYMBOL
- TREE TYPE KEY - SEE PLANT LIST THIS SHEET
- QUANTITY - NOVUS PLANTING DETAILS SEE LP-3 SHEET



PLANNING + DESIGN

143 cadycenre #79
northville, mi 48167

deakplanningdesign.com

MICHIGAN CAT STORAGE
24800 Novi Road, Novi, Michigan

seal:



project sponsor:

MacAllister Machinery Co., Inc.
6300 Southeastern Ave.
Indianapolis, IN 46203
317.545.2151

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revisions:

SITE PLAN APPROVAL	05/06/21
RVSD PER CMNTS	05/21/21
RVSD PER CMNTS	08/18/21
RVSD PER CMNTS	09/16/21
RVSD PER CMNTS	09/30/22

sheet title:

FRONTAGE
DETAIL

project no.

162109

sheet no.

LP-4



MICHIGAN CAT STORAGE
24800 Novi Road, Novi, Michigan

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Revisions:

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RVSD PER CMNTS	08/18/21
RVSD PER CMNTS	03/30/22

sheet title:

WOODLAND
IMPACT PLAN

project no.

162109

sheet no. _____

WP-1



Total Trees Surveyed:	78 Trees
Total Trees Preserved:	4 Trees
<u>WOODLAND IMPACT</u>	
Trees Removed:	
Dead Trees Removed:	2 Trees
Very Poor Cond. Trees Removed:	6 Trees
Trees Req. Replc. Removed:	
Multi Stem Trees Req. Replc. Removed:	44 Trees
	22 Trees

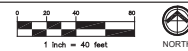
Replacement Trees:

Trees 8"-10.9": 4 Trees x 1 Credit =	4 Credits
Trees 11"-19.9": 27 Trees x 2 Credit =	54 Credits
Trees 20"-29.9": 9 Trees x 3 Credit =	27 Credits
Trees 30" or Greater: 4 Trees x 4 Credit =	16 Credits

Trees Multi Stem Req. Credits: 94 Credits

TOTAL CREDITS REQUIRED: 195 Credits

SCALE: 1" = 40'





PLANNING + DESIGN

143 cadycentre #79
northville, mi 48167

deakplanningdesign.com

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RVSD PER CMNTS	03/30/22

sheet title:

TREE INVENTORY

project no.

162109

sheet no.

TL-1

Tag No.	DBH (in.)	Common Name	Botanical Name	Condition	Remove	Multi Stem Rteplac. Credits	Replacement Credits
233	18,16	Cottonwood	Populus deltoides	Good	R	4	
234	18,13,10	Honeylocust	Gleditsia triacanthos	Good	R	5	
235	16,8	Cottonwood	Populus deltoides	Good	R	3	
236	16,12,16	Siberian Elm	Ulmus pumila	Good	R	6	
237	15,16	Cottonwood	Populus deltoides	Good	R	4	
238	14,8	Cottonwood	Populus deltoides	Good	R	3	
239	14,17	Cottonwood	Populus deltoides	Good	R	4	
240	14,14	Cottonwood	Populus deltoides	Good	R	4	
241	13,11	Honeylocust	Gleditsia triacanthos	Good	R	4	
242	12,9	Boxelder	Acer negundo	Good	R	3	
243	12,19,15,15	Boxelder	Acer negundo	Good	R	8	
244	12,14	Boxelder	Acer negundo	Good	R	4	
245	12,14	Cottonwood	Populus deltoides	Good	R	4	
246	10,9	Boxelder	Acer negundo	Poor	R	0	
247	10,8	Boxelder	Acer negundo	Good	R	2	
248	10,8	Boxelder	Acer negundo	Good	R	2	
249	10,17	Boxelder	Acer negundo	Good	R	3	
250	10,10	Cottonwood	Populus deltoides	Good	R	2	
251	40	Cottonwood	Populus deltoides	Good	R		4
252	38	Cottonwood	Populus deltoides	Good	R		4
253	36	Cottonwood	Populus deltoides	Fair	R		4
254	33	Cottonwood	Populus deltoides	Good	R		4
255	28	Honeylocust	Gleditsia triacanthos	Good	R		3
256	24	Cottonwood	Populus deltoides	Good	R		3
257	24	Cottonwood	Populus deltoides	Good	R		3
258	22	Cottonwood	Populus deltoides	Dead	R		0
259	22	Cottonwood	Populus deltoides	Good	R		3
260	22	Cottonwood	Populus deltoides	Good	R		3
276	21	Cottonwood	Populus deltoides	Good	R		3
292	20,14	Cottonwood	Populus deltoides	Good	R	5	
465	21	Cottonwood	Populus deltoides	Good	R		3
466	20	Cottonwood	Populus deltoides	Good	R		3
467	20	Siberian Elm	Ulmus pumila	Good	R		3
468	19	Cottonwood	Populus deltoides	Good	R		2
469	18	Cottonwood	Populus deltoides	Dead	R		2
470	18	Cottonwood	Populus deltoides	Good	R		2
471	18	Cottonwood	Populus deltoides	Good	R		2
472	18	Boxelder	Acer negundo	Good	R		2
473	18	Siberian Elm	Ulmus pumila	Good			
474	18	Cottonwood	Populus deltoides	Poor	R		0
475	15	Cottonwood	Populus deltoides	Good	R		2
476	15	Cottonwood	Populus deltoides	Good	R		2
477	15	Cottonwood	Populus deltoides	Good	R		2
478	15	Cottonwood	Populus deltoides	Good	R		2
479	15	Boxelder	Acer negundo	Good	R		2
480	15	Cottonwood	Populus deltoides	Good	R		2
481	15	Siberian Elm	Ulmus pumila	Good	R		2
482	14	Cottonwood	Populus deltoides	Fair	R		2
483	14	Cottonwood	Populus deltoides	Good	R		2
484	14	Cottonwood	Populus deltoides	Good	R		2
485	14	Cottonwood	Populus deltoides	Good	R		2
486	14	Siberian Elm	Ulmus pumila	Good			
487	14	Cottonwood	Populus deltoides	Poor	R		0
488	13	Cottonwood	Populus deltoides	Good	R		2
489	13	Cottonwood	Populus deltoides	Good	R		2
490	13	Siberian Elm	Ulmus pumila	Good	R		2
585	12	Siberian Elm	Ulmus pumila	Good			
586	12	Siberian Elm	Ulmus pumila	Poor			
587	12	Boxelder	Acer negundo	Good	R		2
588	12	Boxelder	Acer negundo	Good	R		2
589	12	Cottonwood	Populus deltoides	Good	R		2
590	12	Boxelder	Acer negundo	Good	R		2
591	12	Siberian Elm	Ulmus pumila	Good	R		2
592	12	Cottonwood	Populus deltoides	Good	R		2
593	11	Boxelder	Acer negundo	Good	R		2
594	11	Cottonwood	Populus deltoides	Good	R		2
595	11	Cottonwood	Populus deltoides	Good	R		2
596	11	Cottonwood	Populus deltoides	Poor	R		0
597	10	Boxelder	Acer negundo	Good	R		1
598	10	Boxelder	Acer negundo	Good	R		1
599	9	Cottonwood	Populus deltoides	Good	R		1
600	8	Cottonwood	Populus deltoides	Fair	R		1
601	8	Cottonwood	Populus deltoides	Poor	R		0
602	8,23	Cottonwood	Populus deltoides	Good	R	4	
603	8,10	Cottonwood	Populus deltoides	Poor	R	0	
604	21,24	Boxelder	Acer negundo	Good	R	6	
605	21,10	Cottonwood	Populus deltoides	Good	R	4	
606	20,20,17,12	Cottonwood	Populus deltoides	Good	R	10	



NOT TO BE USED AS CONSTRUCTION DRAWING

**EXCERPT FROM AUGUST 8, 2022
CITY COUNCIL MEETING MINUTES**

**Motion 2-B
CM 22-08-101**

Moved by Staudt, seconded by Fischer; MOTION CARRIED: 6-0

PART 2: Approval of the First Addendum to the Sakura Novi PRO Agreement, JZ19-31, to acknowledge the new numbering of condominium has changed from 3 to 5 units and incorporating the revised condominium unit plan. This motion is made because the change does not materially affect the PRO Agreement, and is subject to final review and approval as to form, including any minor changes required, by the City Manager and City Attorney's office.

Roll call vote on CM 22-08-101

**Yeas: Gatt, Staudt, Casey, Crawford, Fischer,
Smith**

Nays: None

Absent: Thomas

- 3. Consideration of tentative approval of the request of Granger Construction, LLC, for Michigan CAT Catherine Drive Access Parcel, JZ21-22, with Zoning Map Amendment 18.734, to rezone property from Light Industrial (I-1) to General Industrial (I-2), subject to a Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan. The property is located east of Novi Road and north of Catherine Industrial Drive in Section 23, and totals approximately 5.29 acres. The applicant is proposing to use the site for outdoor storage of construction equipment related to Michigan CAT's shore and pump operation.**

Steve Deak, landscape architect from Deak Planning Design said Rich Pottersnap of MacAllister Michigan CAT was unable to be there that evening, he was there to answer any questions that may come up.

Mayor Pro Tem Staudt commented that Michigan CAT has been an outstanding business resident of the city of Novi for a long time and he thought we had some discussion about large pieces of equipment a few years ago or within the last year. He thought that has been resolved. He said this is a three-part motion. He wondered if he had to read all of the motion. City Attorney Schultz replied he had to read the first paragraph and then you can incorporate A through C individually as motions.

CM 22-08-102

Moved by Staudt, seconded by Casey; MOTION CARRIED: 6-0

Tentative indication that Council may approve the request of Granger Construction, LLC, for Michigan CAT Catherine Drive Access Parcel, JZ21-22, with Zoning Map Amendment 18.734, to rezone property from Light Industrial (I-1) to General Industrial (I-2), subject to a Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan to be updated to reflect the applicant's proposed changes as reviewed by the Planning Commission on July 13, 2022, based on the following findings, City

Council deviations and considerations, with the direction that the applicant work with the City Attorney's Office to prepare the required PRO Agreement, and return to the City Council for Final Approval:

Part A:

The PRO Agreement shall contain the following Ordinance deviations, for which the City Council makes the finding, for the reasons stated, 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 surrounding areas:

1. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for asphalt millings as a parking lot material in lieu of pavement, *which is justified because the proposed millings are an extension of the existing storage yard and are a material that is preferable for storage yards;*
2. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for a lack of curbs, *which is justified due to the site having adequate sheet drainage during rainfall events that will be adequately filtered by a vegetative swale located on the north side of the storage area;*
3. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for the lack of parking lot striping, *which is justified due to the lot being used exclusively for storage of construction equipment;*
4. Landscape Deviation from Section 5.5.3.B.ii of the Zoning Ordinance for the use of an evergreen shrub wall in lieu of required canopy greenbelt trees and berm, *which is justified because the proposed shrub wall provides more adequate screening of the construction equipment;*
5. Landscape Deviation from Section 4 of the Landscape Design Manual for the lack of meeting the required tree diversity standards, *which is justified due to the heavy use of evergreens to provide the necessary screening for the project and the lack of suitable evergreen species available for use in Michigan.*

Part B: The following conditions shall be requirements of the Planned Rezoning Overlay Agreement:

1. **Acceptance of applicant's offer of public benefits as proposed:**
 - a. Developer offers a 20 foot wide access aisle easement across the length of the proposed site as shown on the concept plan to allow for proper emergency access to the Michigan CAT site. This area shall be kept clear of equipment and signage shall be provided near the existing gate located on the site.
 - b. Developer offers to install a Motor City Historical Marker commemorating Michigan CAT's history within the City of Novi as shown on the concept plan, and shall be reviewed in detail with the Preliminary Site Plan Review for consistency with other historical marker signage and verbiage.
 - c. Developer offers to install a pedestrian plaza with a bench and six foot clear path access from the Novi Road sidewalk as shown on the concept plan.
 - d. Developer offers to install a decorative breakaway emergency access gate near Catherine Industrial Drive as shown on the concept plan.
2. Developer shall develop the Land in accordance with all applicable laws, ordinances, and regulations, including all applicable setback requirements of the Zoning Ordinance under the Proposed Classification, except as expressly authorized herein, and all storm water and soil erosion requirements and measures throughout the site during the design and construction phases of the Development, and during the subsequent use of the Land as contemplated in this Agreement:

The use of the site shall be limited to the outdoor storage of shoring and pump operation equipment as described in the developer's narrative, or equipment of a similar height, but in all cases, equipment being stored shall be limited to a maximum of ten (10) feet in height. This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position.

3. Woodland tree removals during the project shall be approximately 74 trees, which shall require 47 woodland replacement credits. Any woodland replacement credits planted on-site shall be permanently protected via conservation easement or landscape easement. Any credits not planted on site will require a payment of \$400 per credit into the Novi Tree Fund.
4. Any additional regulated woodland tree removals shall meet the requirements of the City of Novi Woodland Protection Ordinance, and may be granted administratively up to 10 trees with proper

justification. If additional regulated trees proposed for removal exceeds 10, Planning Commission approval must be granted.

5. The existing drainageway on the east side of the site shall be preserved and shall be reviewed as part of the Preliminary Site Plan.
6. The site shall be properly screened as indicated in the concept plan and shall be reviewed as part of the Preliminary Site Plan.
7. Tentative completion date for the project shall be calendar year 2023.

Part C: *This motion is made because:*

1. The proposed outdoor storage development would be compatible with the intent of the 2016 Master Plan for the Heavy Industrial use.
2. Growing an important Novi business (Michigan CAT) would complement the goals and objectives of the 2016 Master Plan.
3. The proposed project will protect and maintain the City's woodlands, wetlands, and natural features *as the drainageway to the east of the property (Walled Lake Branch of the Middle Rouge River Basin) will be preserved.*
4. The proposed project will ensure compatibility between residential and non-residential developments *because the project proposes to increase the footprint of an industrial business while limiting the use of the site to outdoor storage of shoring and pump operation equipment with proper screening.*

Roll call vote on CM 22-08-102

Yeas: Staudt, Casey, Crawford, Fischer,
Smith, Gatt

Nays: None

Absent: Thomas

4. Consideration of approval to award the construction contract to Springline Excavating, LLC, the low bidder, for the Twelve Mile Road Paving, Medina Boulevard to City Limits project, in the amount of \$1,434,189.12 and amend the budget.

CM 22-08-103

Moved by Casey, seconded by Smith; MOTION CARRIED: 6-0

Approval to award the construction contract to Springline

**EXCERPT FROM JANUARY 10, 2022
CITY COUNCIL MEETING MINUTES**

and one in particular. He didn't know about the rest of the Council, but he had received numerous emails from residents opposing a daycare center. He asked what the mood of the public was regarding this project. Planner McBeth said that they had a public hearing for this at the Planning Commission and did not get anybody to come out for that public hearing. They did get one response from a neighbor who was in support of the request. Mayor Gatt asked, to the City's knowledge, if the residents in the Maples were not opposed to this project. Planner McBeth said that is correct. Mayor Gatt said that's really interesting that residents are fine with that. He asked if we polled the residents or just held the public hearing. Planner McBeth said that there was just the public hearing. She said they do get a number of residents asking questions about the daycare and a few of them came into the office and staff talked to them about it. They said they didn't have any issue with the redevelopment of the tennis courts.

Roll call vote on CM 22-01-006

**Yeas: Thomas, Gatt, Staudt, Casey, Crawford,
Fischer, Smith,**

Nays: None

- 5. Initial review of Planned Rezoning Overlay (PRO) eligibility of the request of Michigan CAT, for Michigan CAT Catherine Drive Access Parcel, JZ21-22, to rezone from I-1, Light Industrial to I-2, General Industrial on land located on the north side of Catherine Industrial Drive, east of Novi Road in Section 23. The applicant is proposing to utilize the Planned Rezoning Overlay option to rezone and use the site for outdoor storage of construction equipment related to shore and pump operations on approximately 5.29 acres of land. Under the new PRO Ordinance, this initial review by City Council is an opportunity to review and comment on the eligibility of the proposal.**

Rich Potosnak, Director of Facilities and Real Estate for Michigan CAT and MacAllister Machinery, the Caterpillar dealership for both Indiana and Michigan spoke. He commented that the Novi branch has been the headquarter branch for the Michigan CAT operation for a number of years. There were two parcels of land, one of which has been utilized for many years and other which has been non utilized, has been vacant. This project proposes to use that land for outdoor storage, which allows them to increase their operation there with a shoring and pump operation which will increase revenues and the tax base in terms of additional staff that would be brought to this location to facilitate that operation. In addition to that project, they propose to improve the streetscape along Novi Road. This parcel that they are talking about using for outdoor storage is kind of hidden off to the back, but their main campus is on Novi Road. He said they worked with the Planning staff and have put together some plans to improve the streetscape along Novi Road. He said he was a little bit surprised, but the Planning staff also said that they would like CAT to put a historical marker since they have been part of the community for a number of years. CAT has an existing flagpole along Novi Road so they are going to create that as kind of a flag plaza with a historical marker there.

Mayor Gatt opened to Council for discussion, reminding that there is no motion on this, just a discussion to get the feeling on what the Councilmembers believe.

Member Fischer confirmed again that this was just initial comments. It goes back to Planning and Council would have another shot. Mr. Schultz said yes. Member Fischer said he had a question as far as the equipment, the pumping shore. He asked if he was correct that most of that is about eight feet tall. Mr. Potosnak said yes, give or take. Member Fischer said that his only concern in making changes like this is that eventually things may shift, things may change. He said the only comments he would have as far as this whole proposal related for staff and for the City Attorney, is that if there's any way we can put some conditions around the height of equipment. Maybe not holding it to eight feet, maybe give them some leeway. He doesn't want to see cranes that are 30, 40, 50 feet eventually housed there. He knows that is not the intent now, but someday down the road, things may change. He wanted to make sure that the City protects itself in that respect.

Mayor Gatt echoed what Member Fischer said. His only concern when he read this was visibility from the road for neighbors, passersby, everybody. He doesn't want an eyesore anywhere in the City. He said he was anxious to see what comes back to Council and what Planning Commission does. He didn't have any problem with the concept. He just wanted to make sure that the residents and neighbors in that area are certainly protected from sights that they don't want to see. Mr. Potosnak agreed. He addresses this issue in many locations throughout Michigan and Indiana.

6. **Approval to award a contract for professional services to Beckett & Raeder (BRI), as recommended by the Consultant Review Committee, for review of the Master Plan for Land Use (including review and update of the Thoroughfare Plan) in an amount not to exceed \$206,445, and to amend the budget, subject to final review and approval as to form, including any minor changes required, by the City Manager and City Attorney's office.**

Mayor Pro Tem Staudt said the Consult Review Committee reviewed this and unanimously supported it.

CM 22-01-007 Moved by Staudt, seconded by Crawford; CARRIED UNANIMOUSLY

Approval to award a contract for professional services to Beckett & Raeder (BRI), as recommended by the Consultant Review Committee, for review of the Master Plan for Land Use (including review and update of the Thoroughfare Plan) in an amount not to exceed \$206,445, and to amend the budget, subject to final review and approval as to form, including any minor changes required, by the City Manager and City Attorney's office.

Roll call vote on CM 22-01-007

**Yeas: Gatt, Staudt, Casey, Crawford, Fischer,
Smith, Thomas**