CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
July 08, 2024 | 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, Smith, Staudt, Thomas

APPROVAL OF AGENDA

PUBLIC HEARINGS

1. Public Hearing for the proposed modification of the Society Hill site plan associated with an approved Consent Judgment

PRESENTATIONS

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. Appointments to Boards and Commissions

2. Consideration of requests from E&S Global Inc (DBA: Yori Sushi):

   A. Consideration of a request for Special Land Use approval for service of alcoholic beverages.

B. Consideration of request for a new Class C quota license to be used in an existing business located at 30650 Beck Rd, Novi, MI 48377 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders.

3. Consideration of the request of E & M Holdings, LLC, (Society Hill) to amend the 2001 Consent Judgment relating to a previously approved multi-family development located at 12 Mile and Novi Roads.

4. Consideration of approval to award the construction contract to Hartwell Cement Company, the low bidder, for the Neighborhood Sidewalk Repair Program in the amount of $435,038.

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. Older Adult Needs Committee

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:
June 17, 2024 - Regular Meeting

B. Consideration of request to transfer ownership of an existing Class C & SDM license from BR Novi, LLC to Black Rock Novi Incorporated, located at 44175 W. 12 Mile Rd., Suite F-145, Novi, MI 48377.

C. Approval to purchase three-year (3) warranty from MILO Range for the MILO Range Pro Training Simulator in use at the Novi Police Department Firearms Training Center in the amount of $27,543.

D. Approval to award a three-year Architectural Facade Consulting Services Contract to DNR & Associates, Architects, (with the option for two additional one-year renewals), effective July 22, 2024, and for the adoption of revised fee schedule, as recommended by the Consultant Review Committee at the June 10, 2024 meeting.

E. Approval to grant a 10-foot wide easement to Comcast Cable Communications Management, LLC for the placement of underground cable on the City-owned property at 42400 11 Mile Road, parcel 50-22-14-451-012.

F. Enter Executive Session immediately following the regular meeting of July 8, 2024 in the Council Annex for the purpose of discussing City Clerk and City Manager Performance Evaluations.

G. Approval of claims and warrants – Warrant 1159

ADJOURNMENT

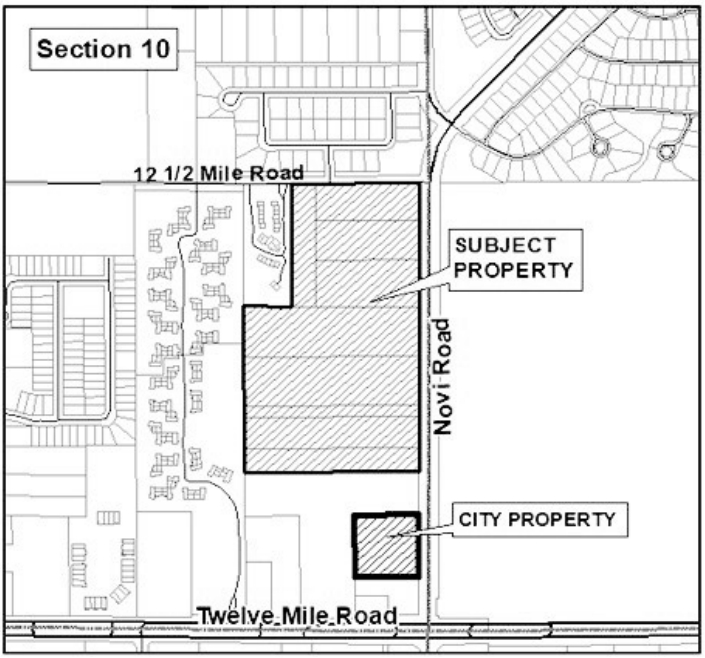
SCHEDULED MEETINGS – All Regular Council meetings are held in the Council Chambers unless otherwise noted. For a complete listing of scheduled meetings, please visit the Event Calendar at cityofnovi.org.

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.

CITY OF NOVI
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council for the City of Novi will hold a public hearing on **Monday, July 8, 2024 at 7:00 P.M.** in the Novi Civic Center, 45175 W. Ten Mile Road, Novi, MI to consider **SOCIETY HILL JSP24-04 FOR A REQUEST TO AMEND A CONSENT JUDGMENT TO ALLOW FOR MODIFICATION OF THE SITE PLAN AND AN INCREASE IN THE NUMBER OF UNITS, STORMWATER DETENTION ON CITY PROPERTY, AND CHANGES TO THE WOODLAND AND WETLAND PERMITS**. The subject property totals approximately 33.89 acres and is located west of Novi Road and south of Twelve ½ Mile Road (Section 10). The site is currently zoned RM-1, Low Rise Multiple Family with a Planned Development (PD-1) Option, and is subject to a Consent Judgment that permits development of a site plan approved in 1999 with 312 units. The site plan is proposed to be amended to allow a 463-unit multi-family development with mid-rise apartment buildings and attached townhomes. Indoor and outdoor amenities for the residents are proposed. The site has direct access from Novi Road and 12 ½ Mile Road.

Plans are available for review at the Community Development Department during regular business hours (8:00 A.M. to 5:00 P.M.).



Subject Property Parcel ID's: 22-10-400-028, 22-10-400-027, 22-10-400-026, 22-10-400-025, 22-10-400-024, 22-10-400-023, 22-10-400-022, 22-10-400-021, 22-10-400-020.

All interested persons are invited to attend this in-person meeting. Verbal comments may be heard at the hearing and any written comments may be made to the Community Development Department, 45175 W. Ten Mile Road, Novi, MI 48375 during the City's regular business hours, Monday thru Friday, from 8:00 A.M. to 5:00 P.M., and must be received by 12:00 P.M., **Monday, July 8, 2024**.

Published; **June 20, 2024**
Novi City Council

Publish: June 20, 2024 10282967 3X7.5

CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Appointments to Boards and Commissions

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Presentations for Boards and Commissions candidates were held Monday, June 17th. Attached is the ballot for appointments to Boards and Commissions, Council interview memo, presentation minutes, candidates' applications, and current Booklet List.

RECOMMENDED ACTION: Appointments to Boards and Commissions

MEMORANDUM

TO: MAYOR FISCHER AND COUNCIL MEMBERS
CC: CORTNEY HANSON, CITY CLERK
FROM: MELISSA MORRIS, DEPUTY CITY CLERK
SUBJECT: APPOINTMENTS FOR BOARDS AND COMMISSIONS
DATE: JULY 5, 2024

Attached please find applications for the current openings on Boards and Commissions and current Boards & Commissions Booklet List. Due to the volume of applicants, we will split interviews across two City Council meetings.

- Peter Winter (Board of Review) was recently appointed as an alternate. In applying for a full term, he is not required to interview again.
- Katie Chuba (Corridor Improvement Authority) is unable to attend.

Please see below for current openings.

City Council Appointments

Board or Commission	Number of openings	Term expiration
Beautification Commission	2 Partial Terms	03/01/2026 03/01/2027
Board of Review	1 Partial Term I alternate term	01/01/2026 01/01/2025
Parks, Recreation & Cultural Services Commission	1 full term	06/30/2027

Mayoral Appointments

City Council Cultural Arts Committee	3 full terms 2 full terms	06/30/2025 06/30/2026
Corridor Improvement Authority	5 partial terms	12/31/24 2 - 12/31/25 12/31/26 12/31/27
Public Utilities & Technology Committee	2 full terms	06/30/2027

CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Consideration of requests from E&S Global Inc (DBA: Yori Sushi):

A. Consideration of a request for Special Land Use approval for service of alcoholic beverages.

B. Consideration of request for a new Class C quota license to be used in an existing business located at 30650 Beck Rd, Novi, MI 48377 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Yori Sushi's theme is "Elevating Japanese Culinary Artistry". Their mission is to bring the artistry of Japanese cuisine to life, elevating it to new heights of flavor and experience. With a strong foundation in the traditional techniques and recipes of Japan, Haejin Ju the sole owner and chef has been passionately crafting delectable dishes since 2020.

Ms. Ju aspires to become a distinctive asset to Novi's culinary diversity by complementing the restaurant's sushi and Japanese delicacies with a curated selection of premium beverages.

Liquor licenses are subject to both a special land use approval under the zoning ordinance and approval of a license under the City Code. ***Under both ordinance provisions, the Council is required to make findings to support the grant or denial of the request***.

Special Land Use Approval

The approval of a Special Land Use by the City Council requires findings in support of the City Council's decision. The standards for review under the zoning ordinance for special land use are:

1. The proposed establishment will promote the city's economic development goals and objectives and will be consistent with the city's master plan and zoning ordinance.

2. 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 or that would be unique to the city or to an identifiable area within the city and that the addition of the use or proposed change in use will be an asset to the area.
3. The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, and will not have any appreciable negative secondary effects on the area, such as:

    I. Vehicular and pedestrian traffic, particularly during late night or early morning hours that might disturb area residents.
    II. Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.
    III. Excessive numbers of persons gathering outside the establishment.
    IV. Peak hours of use that add to congestion or other negative effects in the neighborhood.
    V. Fighting, brawling, outside urination, or other behavior that can accompany intoxication.

A public hearing was held on March 1, 2024 in the Novi Civic Center for consideration of the Special Land Use (SLU) request for approval for service of alcoholic beverages at Yori Sushi in accordance with Ordinance No. 18-266 which added Section 2525 to the Novi Zoning Ordinance. The Planning staff had previously reviewed the required application and Site Plan and found the documents to be complete. Charles Boulard, Community Development Director, Jeff Herczeg, Director of Public Works, and Jan Ziozios, Deputy Assessor, considered the request in accordance with the standards for review specified in Section 2525.d of the Zoning Ordinance and determined to forward a **recommendation to City Council for approval of the Special Land Use**.

Quota Liquor License Approval

The City currently has four new Class C quota liquor licenses available. Chapter 3 of the City Code contains the review criteria for considering a new license. Section 3-13 establishes the city's general licensing policy, which considers whether the facility:

a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city.
b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies.
c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

In addition, Section 3-15 (g) establishes specific criteria, evaluating the application with regard to:

The applicant (subsection [g][1]), such as:
- The applicant's management experience in the alcohol/liquor business

The facility (subsection [g][2]), such as:
- compliance with building, zoning, and other code requirements

- effects on traffic
- effects on surrounding businesses and neighborhood
- proximity of the proposed business facility to other similarly situated licensed liquor facilities

Benefits to the community (subsection [g][3])

- effects upon the economic development of the city
- effects on the health, welfare and safety of the general public
- whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration, among other things:
    1. total number of licenses for similar establishments and/or operations in the city; and
    2. proximity of the establishment to other licensed liquor establishments
- The uniqueness of the facility contrasted with other existing or proposed facilities
- The permanence of the proposed facility in the community.

Section 3-17 of the City Code allows for an agreement on the prohibition on profiteering by Class C liquor license holders. Under the terms of the agreement, the City Council shall not approve the transfer of a Class C liquor license within three (3) years of the date of the original issuance of the license. A draft agreement is included in this packet.

The Police Department, Fire Department and Community Development do not object to the approval.

RECOMMENDED ACTION:

1. Approval of the request by E & S Global, Inc., (dba: Yori Sushi) for Special Land Use for service of alcoholic beverages because(a) the issuance of the liquor license to the existing establishment will promote the city's economic development goals and objectives by providing for increased services by an existing business, and will be consistent with the city's master plan and zoning ordinance because the additional service will promote long-term viability of an existing business by expanding its menu; and, (b) given the character, location, development trends and other aspects of the area in which the proposed use or change in use is requested, the applicant has demonstrated that the use will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city and that the addition of the use or proposed change in use will be an asset to the area because the applicant's Japanese cuisine offerings are unique to that part of the City, and its proposed offering of Sake and Soju are not currently available in that area within the City; and, (c) the use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, and will not have any appreciable negative secondary effects on the area, such as:

    I. There will be no additional vehicular and pedestrian traffic added, particularly during late night or early morning hours that might disturb area residents because the applicant does not operate in the early morning or late evening hours with current hours being 11:30 am to 9:30 pm, with proposal to remain open no later than 10:00 pm.
    II. Noise, odors, or lights do not emanate beyond the site's boundaries onto property in the area on which there are residential dwellings, because the

business is part of an existing shopping center that has been operating in a harmonious manner with adjacent residential areas and, additionally applicant has installed both ventilation to contain odor and also sound proofing improvements to eliminate external noise from the establishment.

III. Excessive numbers of persons will not gather outside the establishment, as alcohol service will be provided at the indoor service area, and a full bar will not be available.

IV. Peak hours of use for the applicant's business will not change from the existing hours and are not expected to change existing congestion or other negative effects in the neighborhood.

V. Fighting, brawling, outside urination, or other behavior that can accompany intoxication is not expected to occur as the restaurant is predominantly geared toward food service.

2. Approval of the request for a new Class C quota license to be used in an existing business located at 30650 Beck Rd, Novi, MI 48377 and Agreement on the Prohibition on Profiteering by Class C Liquor License Holders, because the addition of the license to this business will improve the diners' experience by allowing them to offer a curated selection of premium beverages consistent with the Japanese theme of the restaurant. No other businesses in the same shopping center operate with a liquor license or serve Sake or Soju. The use will not adversely affect surrounding uses, because the use is existing and the additional offerings are expected to enhance and strengthen the applicant's current base of customers by providing for a unique dining experience, and because the applicant otherwise appears to qualify for a license under the City's ordinance, based on the recommendations of the City's Department Heads.

YORI SUSHI
QUOTA LL

PARK LEGAL SOLUTIONS, PLC

2500 PACKARD ST. SUITE 205, ANN ARBOR, MI 48104

TEL: 734-677-4200 • FAX: 866-861-9540

HTTP://WWW.PARKLEGALSOLUTIONS.COM • EMAIL: PARKLEGALSOLUTIONS@GMAIL.COM

January 30, 2024

City of Novi Clerk's Office and Novi City Council
45175 W 10 Mile Rd
Novi, MI 48375

Subject: Liquor License Application and Request for Administrative Special Land Use Approval for E&S GLOBAL INC (DBA: Yori)

My name is Jack Park. I am representing E&S GLOBAL INC and its sole owner, Haejin Ju, who is the applicant for this Class C liquor license.

We are submitting this City of Novi Liquor License Application for a Class C liquor license concurrently with the On-Premises Retailer License & Permit Application to the Michigan Department of Licensing and Regulatory Affairs.

This application is being submitted on behalf of E&S GLOBAL INC, doing business as Yori Sushi, a restaurant establishment **with 14 tables in approximately 2,300 square feet**. The restaurant has been successfully operating within the Beck Village Plaza shopping mall in Novi since 2020.

Please note that the applicant and her sister started Yori Sushi restaurant under Jfood LLC in 2019. Her sister sold her shares to the applicant in 2019, and now the applicant has been operating the business under E&S GLOBAL INC (DBA: Yori Sushi) since 2020 as the sole owner and is applying for a new Class C liquor license.

SITE PLAN, BUILDING FAÇADE PLAN, AND INTERIOR PLAN WITH SEATING ARRANGEMENT

The applicant, Yori Sushi, has been located in a shopping mall for about 4 years and is not a new establishment, nor is it attempting any expansion or changes to the existing structure, or building additions, improvements, or expansions. The applicant only seeks to obtain a Class C liquor license for her existing Japanese restaurant.

As such, we have been instructed by the City of Novi that a Façade Plan is not required to submit, but we need to submit some type of plan and mapping. As instructed, we are submitting an overhead map, a list of business locations, and a general floor plan.

Please see the attached documents, maps, floor plan, zoning districts, and photos.

ADMINISTRATIVE SPECIAL LAND USE

Administrative Special Land Use (ASLU) approval is typically required for unique land uses or potential impacts. We understand that ASLU is required in Novi, Michigan for all new Class C liquor license applications and for any applications that request an amendment to a site plan for an existing Class C liquor license.

As outlined in the City of Novi Code of Ordinances, specifically in section 4.89, it is stated that "[u]se Standard Applicability. Any land use that requires a license from the Michigan Liquor Control Commission (LCC) for the sale or consumption of beer, wine, or alcoholic beverages on premises and any expansion or other changes in such a land use shall require a special use permit in accordance with this Section."

However, the applicant is not establishing a new business, nor is she attempting any expansion or significant alterations to the site plan for her existing Japanese restaurant. There are no plans for building structures, additions, improvements, expansions, or changes to the current land use. The sole purpose of the application is to obtain a Class C liquor license for the existing Japanese restaurant.

Furthermore, both the shopping mall and the applicant's Japanese restaurant are already situated in a B-3 General Business District zoned for commercial uses. The applicant seeks approval exclusively for obtaining a Class C liquor license and is not making requests to expand or modify any other aspects of land use.

Also, the applicant's Japanese restaurant complies with all the required plans and zoning regulations imposed by the city of Novi. Moreover, the restaurant will contribute to the city's economy and fulfill the necessary findings outlined by the City Council under the zoning ordinance for special land use, as explained below.

1. Promoting the City's Economic Development Goals and Objectives: Yori Sushi is committed to actively promoting the economic development goals and objectives set by the City of Novi. Since our establishment in 2020, we have been a driving force in contributing to the local economy. We have consistently provided employment opportunities, stimulated economic growth, and supported the community by participating in local events and initiatives. By obtaining a Class C Liquor License, we aim to further enhance the city's economic landscape, attracting a broader customer base and increasing revenue for both our establishment and the local businesses around us.

2. Providing a Unique Service, Product, or Function: Yori Sushi specializes in Japanese cuisine and has been successfully operating within the Beck Village Plaza shopping mall since 2020. Our establishment offers a unique dining experience that is presently unavailable within the city. By introducing alcoholic beverages to our menu, we aspire to become a distinctive asset to the area. This addition will not only meet the demands of our patrons but will also contribute to the culinary diversity of Novi, making our restaurant a go-to destination for both residents and visitors.

3. Representing an Added Financial Investment: As the sole owner of E&S GLOBAL INC (DBA: Yori Sushi), I, HaejinJu, am deeply invested in the long-term success of our business and its positive impact on Novi. This application signifies our commitment to an added financial investment, further solidifying our dedication to the City of Novi and its local community. We recognize the importance of sustaining a thriving local economy and are prepared to contribute substantially to achieve this shared goal.

4. Being Managed Successfully: Yori Sushi has been managed successfully since its inception in 2020. With a proven track record of operational excellence, we assure the Community Development Department that our management team possesses the necessary experience and financial stability to successfully manage the business. Our commitment to upholding the highest standards of service, safety, and community engagement reflects our dedication to the long-term success of Yori Sushi as an integral part of Novi.

Furthermore, serving alcohol in the restaurant will not have any negative effects on the area

5. Economic Development and City Master Plan: Yori Sushi is committed to contributing to the economic development goals outlined by the city. As a long-standing participant in the local business landscape, our establishment aligns with the city's master plan and zoning ordinance. We have consistently strived to be an integral part of the community, fostering economic growth, and supporting local initiatives.

6. Unique Contribution to the City: Given the character and development trends of the area, Yori Sushi offers a unique dining experience, specializing in Japanese cuisine. Our establishment provides a service and product that is not presently available within the city, contributing to its culinary diversity. We firmly believe that the addition of our proposed liquor service will further enhance the appeal of the area and be a distinctive asset to the community.

7. Compatibility and Mitigation of Negative Effects: We are committed to ensuring that the operation of Yori Sushi is seamlessly integrated into the community, with a strong focus on minimizing any negative impact on the surrounding area. To address concerns outlined in your criteria:

   (a) Vehicular and Pedestrian Traffic: Yori Sushi is located within Beck Village Plaza, which inherently manages and controls vehicular and pedestrian traffic. Late-night operations are limited to the mall's operating hours, minimizing disturbances to area residents.

   (b) Noise, Odors, and Lights: The applicant's establishment employs state-of-the-art ventilation systems to contain odors, and we have implemented soundproofing measures to prevent noise disruptions. Exterior lighting is designed to comply with city standards, ensuring it does not extend beyond our premises.

(c) Excessive Gathering: Yori Sushi actively manages crowd control, ensuring that there are no excessive numbers of persons gathering outside the establishment. We collaborate closely with mall management to maintain a controlled and orderly environment.

(d) Peak Hours and Congestion: We operational hours are in line with the mall's schedule, and we have designed our peak hours to align with the overall shopping and dining patterns of the area, minimizing congestion during neighborhood peak times.

(e) Security and Disturbances: Yori Sushi has a comprehensive security plan in place to prevent disturbances, including fighting or brawling. We prioritize the safety of our patrons and neighbors by maintaining a vigilant and well-trained staff.

In conclusion, Yori Sushi is thrilled about the prospect of enhancing the economic and cultural vibrancy of the City of Novi. We value your time and thoughtful consideration of our application and eagerly anticipate the prospect of securing a Class C liquor license.

Committed to being a responsible and positive contributor to the local community, we kindly request your review of our application for a Class C liquor license, as well as approval for Administrative Special Land Use. Your attention to this matter is highly appreciated, and we look forward to the chance to enrich the city's dynamic and diverse culinary landscape.

If you have any questions or need more documents, please contact us at 734-677-4200. The best way to reach us is via email at jackpark1230@gmail.com.

Sincerely,

/s/*Jack Park*
Jack Park, Esq.

PARK LEGAL SOLUTIONS, PLC
2500 Packard St. Ste 205,
Ann Arbor, MI 48104
Tel: 734.677.4200
Fax: 866.861.9540

LIST OF DOCUMENTS ATTACHED

1. City of Novi Liquor License Application Questionnaires A and B (Questionnaires C to be filed with Novi Police Department)
2. Service of Alcoholic Beverages Special Land Use Application Checklist
3. Application for Site Plan and Land Use Approval
4. Form LLC-106, Local Government Approval for your use

5. Appraisal Report of BECK VILLAGE PLAZA, LLC Novi, where the applicant, Yori, is located, showing the unit of the applicant.

6. Floor Plan of the applicant and Photos showing the interior seating arrangement of the restaurant.

7. Maps, showing Zoning Districts and locations where on-premises sales of alcoholic beverages presently exist within 1,000 feet (please note that one business selling alcoholic beverages is not a restaurant like the applicant).

8. Novi Zoning District Map, showing that the applicant's Japanese restaurant (E&S GLOBAL INC; DBA: Yori Sushi) is located in B-3, General Business District and 30560 Beck Road Appraisal Report.

9. Photos of the applicant's Japanese Restaurant from outside.

10. Lease Agreement, dated July 01, 2019, showing that the applicant, Haejin Ju, and her sister executed the Lease. (Please note that her sister sold her entire shares to the applicant in 2019, and the applicant has been running Yori Japanese Restaurant under her own company, E&S GLOBAL INC.) since 2020.

11. The applicant's driver's license

12. LARA state filing of the applicant's company and Articles of Incorporation

13. The applicant's Japanese Restaurant Menu

14. Certificate of Completion awarded to Haejin Ju

15. Certified Professional Food Manager

16. Food Service Establishment Inspection Report

17. Sales Tax License of the applicant's Japanese Restaurant, E&S GLOBAL INC

18. Certificate of Occupancy

19. Approved inspection from City of Novi Building Division

20. Fire Systems Maintenance Inspection Report

21. Worker's Compensation and Employer's Liability Policy for the applicant's Japanese Restaurant

SERVICE OF ALCOHOLIC BEVERAGES
SPECIAL LAND USE
APPLICATION CHECKLIST

City of Novi Community Development Department
45175 W. Ten Mile, Novi, MI 48375 248-347-0475; 248-735-5633 fax www.cityofnovi.org

Haejin Ju
(Project/Applicant Names)

Note: If the service of alcoholic beverages will be in a new or remodeled building that requires site plan approval, also complete and provide a completed "Preliminary Site Plan Checklist."

ITEM		REQUIREMENT	Provided	No
1	Provide four sets of scaled 24" X 36" site plans with the following information:			✓
	A	Provide name, address and phone number of Applicant.	✓	
	B	Provide name, address, phone number and seal with original signatures of a Michigan-licensed architect, engineer, designer, landscape architect or planner who prepared the plan.		✓
	C	Include the north arrow, legend, graphic and written scale on all sheets.		✓
	D	Provide address, legal description, including tax ID number (metes and bounds for acreage, parcel, lot number(s), liber and page for subdivisions, unit number for condominiums) with gross land area in square feet or acres.		✓
	E	Provide existing zoning and use of site and adjacent properties.	✓	
	F	If building has received site plan approval, provide the general layout of existing physical improvements, showing the following: location of all existing buildings, parking, parking layout, streets and drives.		✓
	G	If building has not received site plan approval or if it will undergo remodeling, show all proposed improvements including building locations, building facades, parking, parking layout, drives and streets.		✓
	H	General floor plan and area of including but not limited to identifying the dining area, seating arrangement, outdoor seating area, beverage service areas, kitchen, waiting areas, stairwells, and storage areas.	✓	
	I	All locations where on-premise sales of alcoholic beverages presently exist within 1,000 feet of the closest lot lines of the site and all uses within 500 feet.	✓	
	J	Maximum occupancy of the premises.	✓	
2	Provide a narrative describing how this proposed establishment will do the following:			
	A	Promote the City's economic development goals and objectives.		

	B	Provide a service, product or function that is not presently available or is not within the City or that would be unique to the City or in an identifiable area that the use will be an asset to the area or will be more convenient.	✓	
	C	Represent an added financial investment on part of a long-term business or resident with recognized ties to the City and the local community.	✓	
	D	Be managed successfully (Demonstrate that the applicant has the management experience and financial status to successfully manage the business).	✓	
3	Provide a narrative describing how the proposed use will not have any appreciable negative effects on the area such as the following:		✓	
	A	Vehicle and pedestrian traffic that might disturb area residents.	✓	
	B	Noise, odors, or lights that emanate beyond the site's boundaries onto residential properties.	✓	
	C	Excessive number of persons gathering outside.	✓	
	D	Fighting, brawling, outside urination, or other disturbing behavior that can accompany intoxication.	✓	
4	Provide a copy of a completed "City of Novi Liquor License Application."		✓	
5	Provide an original completed "Application for Site Plan and Land Use Approval."		✓	

FOR COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY

Date Application Received _____/_____/_____

Date Public Hearing Scheduled ____/____/____ | Date Notice Published _____/_____/_____

Service of Alcoholic Beverages Special Land Use Recommendation Committee Action

Approval Recommended ☐ Approval Recommended with conditions ☐

_____

_____

_____ Denial Recommended ☐

Ayes _____ Nays_____

I certify that the Service of Alcoholic Beverages Special Land Use Recommendation Committee held a public hearing and made the above recommendation on the above date.

_____, date _____/_____/_____

APPLICATION FOR SITE PLAN AND LAND USE APPROVAL

City of Novi Community Development Department
Planning Division
45175 Ten Mile Road, Novi, MI 48375
248-347-0475
cityofnovi.org

N/A
Project Name

Check all that apply:

- ☐ Site Plan Approval
- ☒ Special Land Use
- ☐ Rezoning
- ☐ PRO
- ☐ SDO
- ☐ Wetland Permit
- ☐ Woodland Permit

Use Tab function to navigate form. Point and click cursor to check boxes.

APPLICANT

E&S GLOBAL INC Company	Haejin Ju Primary Contact		Professional License Number, if applicable	
30650 Beck Rd Street Address		Suite	Novi City	MI State	30650 Zip
Phone Number	Alternate Phone Number		Email Address	

OWNER

N/A Project Name	Legal Name of Ownership, with Primary Contact			
Street Address		Suite	City	State	Zip
Phone Number	Alternate Phone Number		Email Address	

PROJECT INFORMATION

N/A Property Address, if known		North or South of which road?	East or West of which road?	
Parcel Number(s) (Contact Assessing Dept. if unknown)	Section	Brief description of project (number of stories or units, etc.)		
Current Zoning	Proposed Zoning	Gross Site Acreage Size will be reviewed against Assessor's Records	Woodland Acreage If unknown, 2 acres will be used initially	Wetland Acreage
Number of units or lots	Building 1 SQ FT	Building 2 SQ FT	Building 3 SQ FT	Number of Phases
Additional information, if necessary				

ARCHITECT

N/A Architectural Firm	Primary Architect		Professional License Number, if applicable	
Street Address		Suite	City	State	Zip
Phone Number	Alternate Phone Number		Email Address	

ENGINEER

N/A Engineering Firm	Primary Engineer	Professional License Number, if applicable		
Street Address	Suite	City	State	Zip
Phone Number	Alternate Phone Number	Email Address		

LANDSCAPE ARCHITECT

N/A Landscape Architectural Firm	Primary Architect	Professional License Number, if applicable		
Street Address	Suite	City	State	Zip
Phone Number	Alternate Phone Number	Email Address		

WETLAND

N/A Wetland Consulting Firm	Primary Consultant	Professional License Number, if applicable		
Street Address	Suite	City	State	Zip
Phone Number	Alternate Phone Number	Email Address		

WOODLAND

N/A Woodland Consulting Firm	Primary Consultant	Professional License Number, if applicable		
Street Address	Suite	City	State	Zip
Phone Number	Alternate Phone Number	Email Address		

WETLAND INFO

Wetland Information: *Please review City Ordinance Chapter 12 Article V, Wetlands and Watercourse Protection*

Will any onsite or offsite wetlands be impacted by the project? ☐ Yes ☑ No ☐ Not Sure

Will any onsite or offsite wetland buffers be impacted by the project? ☐ Yes ☑ No ☐ Not Sure

Total acreage of wetland disturbance: _____ Acres Is an MDEQ Permit required? ☐ Yes ☐ No ☐ Not Sure

Are you proposing any wetland mitigation? ☐ Yes ☑ No

Description of work, and amount of material to be added or removed from site, if known:

WOODLAND INFO

Woodland Information: *Please review City Ordinance Chapter 37, Woodlands Protection*

Are there regulated woodlands or trees (36" dbh or greater) onsite? ☐ Yes ☑ No ☐ Not Sure

Are there regulated woodlands or trees (36" dbh or greater) on adjacent site(s)? ☐ Yes ☐ No ☐ Not Sure

If yes to either question above, describe trees and proposed impact:

TRAFFIC

Traffic Information:

Are you required to submit a Traffic Study? ☐ Full Study ☐ Abbreviated ☑ No ☐ Not Sure

Are you required to submit a Shared Parking Study? ☐ Yes ☑ No ☐ Not Sure

FACADE

Façade Information:

Level of Façade review: ☐ New Review ☐ Review of Addition ☐ Affidavit for Identical Building

☐ Modification - use Facade Modification Review Submittal Form

REZONING

Rezoning Requests:

Please fill out the appropriate information on this application, and submit it with an explanation of your rezoning request and **Landowner's permission for submittal (if not the applicant).** Submit four sets of the property survey, sign location plot plan, and traffic study (if applicable). If the rezoning is part of a Planned Rezoning Overlay (PRO) request, include ten sets of conceptual plans and written description of any and all conditions proposed for inclusion in the PRO Agreement, e.g., a limitation on total units, a limitation of square footage, location of proposed curb cuts, etc. See Section 7.13 of the Novi Zoning Ordinance for full description of the PRO.

SLU

Special Land Use Requests:

Please fill out the appropriate information on this application, and submit it with an explanation of your intended Special Land Use, Noise Analysis or Impact Statement (if requried) and **Landowner's permission for submittal (if not the applicant).** If this request is not being submitted with a new site plan, please submit four copies of the site plan.

SUBMITTAL REQUIREMENTS

Site Plan Submittal Requirements:

- ☐ Seven sealed and folded 24"x36" sets of plans and PDF copy of plans, maximum scale of 1" = 50', which include site plan, elevations, floor plans, engineering, landscape, wetland, woodland, stormwater management plans and lighting.
- ☐ Original signed and notarized copy of this application.
- ☐ Notarized original signature of Landowner authorizing permission, if Applicant is not the owner.
- ☐ Completed Preliminary Site Plan Checklist.
- ☐ Applicable addendums: Community Impact Statement, Traffic Study (four copies), Shared Parking Study, SLU Description, Parallel Plan, PRO Conditions, Noise Analysis, Project and Street Name Request Form.
- ☐ Façade Materials Board, three letter-size colored renderings, one letter-size site plan.
- ☐ Hazardous Chemical Survey and Non-Domestic User Survey (commercial and industrial projects only).
- ☐ Please contact the Community Development Department if you are submitting a platted subdivision for review.

I do hereby attest that all statements, signatures, descriptions, and exhibits submitted on/or with this application are true and accurate to the best of my knowledge and I am the property owner or I am authorized to file this application and act on behalf of the property owner and I have attached a notarized statement from the owner who grants me permission to act on his/her behalf. I acknowledge that by making this application I have consented to the entry of City officials, employees, agents, and/or representatives for all purposes in connection with this application and to insure compliance with City Ordinances. I acknowledge that this document serves as my request for a Wetland and/or Woodland Permit if such a permit is deemed necessary.

Signature of Applicant — Date: 11/22/2023

Haejin Jo

Printed Name of Applicant

Signature of Landowner — Date

may be submitted on separate notarized document

Printed Name of Landowner

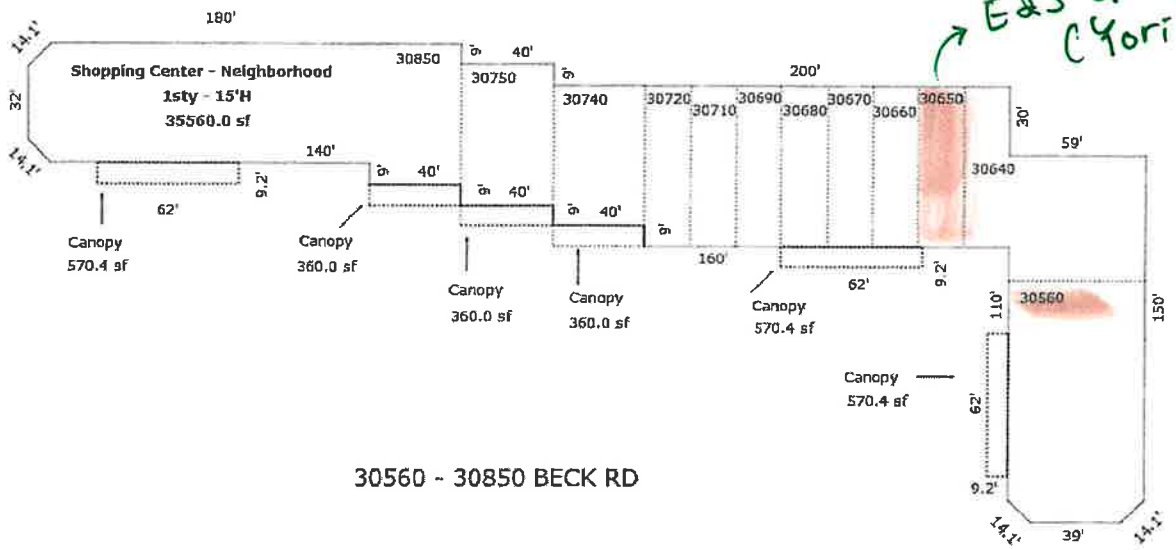
Notary — Date: 11/22/2023

County: Washtenaw

State: Michigan

Floor Plan

Source: City of Novi



30560 - 30850 BECK RD

E&S Global Inc. (Yori)

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into as of the 1st day of July, 2019, is by and among BECK VILLAGE PLAZA, LLC, (the "Landlord") whose address is 14520 Stephens Rd, Warren, Michigan 48089 and JFOOD, LLC a Michigan limited liability company whose address is 30650 Beck Road, Novi, Michigan 48377 (the "Tenant").

ARTICLE 1
LEASED PREMISES; LANDLORD'S WORK

1.1 Leased Premises. In consideration of the payment of the rents and prompt performance by the Tenant of the covenants and agreements hereof, Landlord does hereby demise and lease to Tenant and Tenant does hereby take and lease from Landlord, a portion of the retail development described on Exhibit A, as the same may be expanded or contracted by Landlord, situated in Novi, Oakland County, Michigan and commonly known as Beck Village Plaza, (the "Center"), which leased premises is commonly known as 30650 Beck Road, Novi, Michigan 48377 (the "Leased Premises"). The exterior walls and roof of the Leased Premises and the area beneath the Leased Premises are not demised hereunder, and the use thereof, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises are hereby reserved unto Landlord.

ARTICLE 2
TERM AND POSSESSION

2.1 Term and Possession. The initial term of this Lease shall commence on July 1, 2019 (the "Commencement Date"), and shall expire on January 31, 2025, unless sooner terminated as hereinafter provided.

2.2 Option to Renew. Provided Tenant is not in default hereunder, Tenant shall have the right and option, to be exercised in its sole discretion, to extend the term of this Lease for five (5) years at $3,500 in rent per month, which shall commence on February 1, 2025 and end on January 31, 2030. All terms and conditions of this Lease shall remain in effect.

ARTICLE 3
RENT; SECURITY DEPOSIT

3.1 Base Rent. The fixed monthly rental during term hereof shall be as follows:

Months	Rent
1-6	$0.00
7-66	$3,000.00

Each such monthly installment shall be due and payable in advance on the first day of each calendar month during the term hereof, without prior notice and demand therefor. Tenant's obligations to pay rent shall begin on the Commencement Date. If the Commencement Date does not fall on the first day of the calendar month, then the first rent payment due on the Commencement Date shall be a prorated amount (based on actual days in such partial monthly divided by thirty) for such partial month in addition to the annual rental for said Lease Year

(i.e., "nonstructural") changes. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Any damage caused to the Leased Premises and/or the common areas of the Center, or the facilities serving the same, by virtue of any alteration, addition or improvement installed by Tenant, whether authorized or unauthorized by Landlord, shall be the responsibility of Tenant and Tenant shall be liable for any necessary repairs. No work (other than initial fixturing) shall be performed by Tenant on the exterior of the Leased Premises between October 1 and January 15 of any year.

Tenant shall not at any time suffer or permit the attachment to the Leased Premises of any lien for work done or materials furnished in connection with any improvement or alteration of the Leased Premises by Tenant pursuant to this Paragraph or in connection with the maintenance of the Leased Premises by Tenant. If any such lien attaches to the Leased Premises and is not discharged or released within forty-five (45) days from the date of attachment, Landlord may at its option in addition to any of Landlord's rights under this Lease, pay to the lien claimant the amount of such lien and notify Tenant of such payment, in which event such amount shall be immediately due and payable by Tenant and shall bear interest at the Late Payment Interest Rate until paid.

All alterations, decorations, additions and improvements made by Tenant shall be deemed to have attached to the leasehold and to have become the property of Landlord upon expiration of this Lease or any extended term thereof, and the Tenant shall not remove any of such alterations, decorations, additions and improvements, except trade fixtures installed by Tenant.

5.4 Changes and Additions. Landlord reserves the right at any time, and from time to time, to demolish or construct other buildings and improvements in the Center, and to enlarge the Center, and to make alterations therein or additions thereto, and to build additional stories on any building or buildings within the Center, and to build adjoining thereto and to construct decks or elevated parking facilities and free-standing, single story buildings within the parking lot areas of the Center. Landlord reserves the right to relocate, at any time, the various buildings, parking areas and other common areas shown on Exhibit B; Tenant acknowledges that the said Exhibit B creates no easement rights in the common areas shown thereon, but only the right to use said areas in common with all other tenants and occupants of the Center, and to such others to whom Landlord has granted, or may hereafter grant rights to use the same, as said common areas may exist from time to time during the term of this Lease.

ARTICLE 6
INSURANCE

6.1 Liability Insurance. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by Tenant and any permitted subtenants of Tenant in the Leased Premises in which the limits of public liability shall be not less than One Million Dollars and 00/100 ($1,000,000.00) per person and Two Million Dollars and 00/100 ($2,000,000.00) per occurrence and in which the limit of property damage liability shall not be less than One Million Dollars and 00/100 ($1,000,000.00). The policy shall name Landlord, any other parties in interest designated by Landlord, as additional named insured, shall contain a clause that the insurer will not cancel or change the terms of such insurance without first giving the Landlord thirty (30) days' prior written notice thereof and shall only be written by companies in the highest rating category by Best's Insurance Guide. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. A copy of such policy and a certificate of insurer certifying to the issuance of such policy shall be delivered to Landlord prior to Commencement Date and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

6.2 Property Insurance. Tenant shall, beginning with the date of execution and during the term hereof, carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Tenant's merchandise, trade fixtures, furnishings, windows, plate glass, equipment and all items of personal property of Tenant located on or within the Leased Premises, in an amount not less than the full amount of the actual replacement cost thereof. Such policy shall only be written by companies in the highest rating category by Best's Insurance Guide. A copy of such policy and a certificate of insurance certifying the issuance of such policy shall be delivered to Landlord prior to the Commencement Date and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

Upon the failure of Tenant to furnish any policy of insurance as set forth herein, Landlord may, at its option, in addition to Landlord's rights under this Lease, obtain the same and the premium thereof shall be immediately due and payable as additional rent with interest thereon at the Late Payment Interest Rate until paid.

6.3 Casualty Loss. In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty insured under the insurance carried by Landlord so as to become partially or totally untenantable, the damage to the Leased Premises shall be promptly repaired by Landlord, to the extent of any proceeds received from such insurance, unless Landlord shall elect not to rebuild as hereinafter provided. The obligation of Landlord hereunder shall be limited to reconstructing the Leased Premises in accordance with the initial plans and specifications for the construction of the Leased Premises. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. If more than twenty percent (20%) of the Leased Premises or the floor area of the building in which the Leased Premises are located shall be destroyed by fire or other casualty, or if, any casualty occurs to the Leased Premises during the last two (2) years of the term hereof and Landlord reasonably determines that any repair would be in excess of 90 days, then Landlord may elect either to repair or rebuild the Leased Premises or the building of which the Leased Premises are a part, as the case may be, or to terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction. Any such termination shall be effective on the date specified therefor in Landlord's notice to Tenant. If Landlord is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction and if closed, promptly reopen for business.

6.4 Waiver of Subrogation. Each party hereto does hereby remise, release and discharge the other party hereto and any office, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

Each insurance policy required to be carried by Tenant under this Lease shall include a clause or endorsement to the effect that the release contained in this Paragraph 6.4 will not adversely affect or impair such policy or prejudice the right of the insured to recover under such policy, and each such policy shall permit this waiver of liability and contain a waiver of subrogation.

Tenant will not do, nor permit to be done, anything to or on the Leased Premises including carrying any stock of goods or bring anything into the Leased Premises, or permit anything to be brought into or kept

in or on said Leased Premises which will in any way tend to increase Landlord's insurance rates on the Leased Premises and/or the Center. Tenant agrees to pay as additional rent, within ten (10) days from the invoice date from Landlord any increase in premiums for Landlord's insurance that may be charged during the term of this Lease Agreement on the amount of insurance to be carried by Landlord on the Leased Premises and/or the Center resulting from any of the acts occurrence carried on or in the Leased Premises by Tenant, whether or not Landlord has consented to the same.

ARTICLE 7
INDEMNIFICATION

Tenant agrees to indemnify Landlord, and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises or the occupancy or use by Tenant of the Leased Premises or any part thereof, or arising from or out of Tenant's failure to comply with any of Tenant's obligations hereunder, or arising from any inaccuracy in Tenant's representations and warranties contained herein, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, customers or licensees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all reasonable costs, expenses and attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all Landlord's reasonable costs, expenses and attorneys' fees that may be incurred by Landlord in enforcing the Tenant's covenants and agreements contained in this Lease. Landlord agrees to indemnify Tenant, and save it harmless from any and all claims, actions, damages, liability and expense, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of or occasioned wholly or in part by any negligent act or omission of Landlord, its agents, contractors, employees, merchants, customers or licensees in, upon or at the common areas of the Center.

ARTICLE 8
MAINTENANCE OF LEASED PREMISES

8.1 Tenant's Obligations for Maintenance. During the term of this Lease, Tenant shall maintain in good condition the Leased Premises, including but not limited to the interior walls, floors and ceilings, the interior and exterior portion of all windows, plate glass, doors and openings, electrical, plumbing, and heating and cooling (HVAC), excepting normal wear and tear. The plumbing and sewage facilities shall not be used for any other purpose than that for which they are constructed. Tenant hereby agrees to be responsible for any expenses incurred in connection with any breakage, stoppage, or damage resulting from a violation of this provision by Tenant, its agents, employees, invitees, licensees or contractors.

Landlord shall deliver the HVAC system in good working condition, and shall warrant it for the first 60 days of Tenant's possession. Tenant's obligation to maintain or repair the HVAC system (Heating, Ventilation, and Air Conditioning) shall be capped at $1,800.00 annually. If any provision contained in this Agreement conflicts with this provision with respect to the HVAC system, this provision shall govern and control.

Tenant shall keep and maintain the Leased Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of governmental agencies

having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting the Leased Premises. If Tenant refuses or neglects to commence or complete any repairs required herein promptly and adequately, Landlord may, but shall not be required to do so, after giving Tenant notice of the required repairs and a ten (10) day opportunity to cure, make all or any part of said repairs and Tenant shall pay the cost thereof to Landlord upon demand, non-payment of which shall entitle Landlord to exercise any remedy available to it in the event of the non-payment by Tenant of rental or any other charges due to Landlord under this Lease. If such repairs are required as a result of any willful or negligent act of Landlord, its agents, employees or contractors, Tenant shall not be required to make such repairs except to the extent that Tenant is reimbursed therefor under any policy of insurance held by Tenant. Landlord shall at its sole cost and expense make repairs required as a result of such willful or negligent acts provided that such repairs are not covered by Tenant's insurance. In the event of an emergency, Landlord may, but shall not be required to do so, commence or complete repairs as herein provided after reasonable attempts to notify Tenant have been given. At the time of the expiration of the tenancy created herein, Tenant shall surrender the Leased Premises in good condition, ordinary wear and tear excepted.

8.2 Landlord's Obligations for Maintenance. Landlord shall keep and maintain the foundation, exterior walls and roof of the building in which the Leased Premises are located and the structural portions of the Leased Premises which were originally installed by Landlord, exclusive of doors, door frames, door checks, windows, and exclusive of window frames located in exterior building walls, in good repair. However, Landlord shall not be called upon to make any such repairs occasioned by the act or negligence of Tenant, its agents, employees or contractors, except to the extent that Landlord is reimbursed therefor under any policy of insurance permitting waiver of subrogation in advance of loss. Landlord shall not be called upon to make any other improvements or repairs of any kind upon said premises and appurtenances, except as otherwise set forth herein.

8.3 Acceptance As Is. At the time the Landlord delivers possession of the Leased Premises to Tenant, the HVAC unit(s) shall be in good working condition. Landlord and Tenant further agree that they will each pay one half of the cost of installing a new water heater in the premises. Other than the proceeding Tenant represents and acknowledges that it had ample time and opportunity for a thorough inspection of the Leased Premises. Tenant further acknowledges that neither Landlord or its agents have made any representations with respect to the building, the land upon which it is erected, or the leased property, and no rights, easements or licenses are required by Tenant by implication or otherwise except as expressly set forth in this Lease. The taking of possession of the Leased Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is" and that the Leased Premises and the building of which the same form a part are and were in satisfactory condition at the time possession was taken.

8.4 Non-Liability of Landlord. Landlord shall not be responsible for liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leased Premises or located in the Center or any loss or damage resulting to Tenant or its property from burst, stopped or leaking water, gas or sewer pipes, or for any damage or loss of property within the Leased Premises from any cause whatsoever, except if it results from the fault of Landlord.

ARTICLE 9
COMMON AREAS

9.1 The term "common areas", as used in this Lease, shall mean the parking areas, roadways, ped

estrian sidewalks, delivery areas, landscaped areas, flashings, gutters and downspouts, and all other areas or improvements which may be provided by the Landlord for the convenience and use of the tenants of the Center, and their respective subtenants, agents, employees, customers, invitees, and any other licensees of Landlord. The use and occupancy by the Tenant of the Leased Premises shall include the use, in common with all others to whom Landlord has granted or may hereafter grant rights to use the same common areas located within the Center, and of such other facilities as may be designated from time to time, subject, however, to rules and regulations for the use thereof as prescribed from time to time by Landlord, which rules and regulations shall be uniformly and reasonably enforced. Tenant and its employees shall park their cars only in areas specifically designated from time to time by Landlord for that purpose. Automobile license number of employees' cars shall be furnished to Landlord upon Landlord's request. Tenant authorizes Landlord to cause any such car not parked in a designated area to be towed from the Center and Tenant shall reimburse Landlord for the cost thereon upon demand and otherwise indemnify and hold Landlord harmless with respect thereto. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking; and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof.

9.2 Landlord shall pay for maintaining common area and repair expenses associated with its property generally. Common area maintenance expenses include by way of example, but are not limited to: Parking lot and exterior building lighting, parking lot snow plowing, shoveling, lawn mowing/fertilization/aeration, tree and shrub trimming/fertilization/replacement, sprinkler system including well start-up, shutdown and repair, building exterior maintenance including painting, siding repair or replacement, parking lot seal coating, striping, parking sign repair or replacement, sidewalk and parking lot curb repair or replacement, roof and gutter repairs, and garbage, dumpsters services, and recycling services common to the building or property.

ARTICLE 10
ESTOPPEL STATEMENT, ATTORNMENT AND SUBORDINATION

10.1 Estoppel Statement. Tenant agrees within ten (10) days after request therefor by Landlord to execute in recordable form and deliver to Landlord a statement, in writing, certifying (a) that this Lease is in full force and effect, (b) the date of commencement of the term of this Lease, (c) that rent is paid currently without any off-set or defense thereto, (d) the amount of rent, if any, paid in advance, and (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant, provided that, in fact, such facts are accurate and ascertainable. Failure of the Tenant to execute any statement or instruments necessary or desirable to effectuate the foregoing provisions of this Article within ten (10) days upon Tenant's receipt of Landlord's written request to do so, shall be deemed to be a statement from Tenant certifying as to the accuracy of the foregoing statements, with the full force and effect as if the same was signed by Tenant. In addition, Tenant shall pay to Landlord, as liquidated damages, the sum of $25.00 per day for every day the receipt by Landlord of the estoppel statement is delayed beyond the 10 day period, which shall be immediately due and payable and if not paid, shall carry the same penalties as the failure to pay rent.

10.2 Intentionally Omitted.

10.3 Attornment. In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises or the Center, Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease.

10.4 Subordination. Tenant agrees that this Lease shall, at the request of the Landlord, be subordinate to any mortgages or deeds of trust that are now or may hereafter be placed upon the Leased Premises or the Center and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. Tenant agrees, that upon the request of Landlord, any mortgagee or any trustee, Tenant shall execute whatever instruments may be required to carry out the intent of this Article.

10.5 Lender - Requested Amendments. If, in connection with obtaining financing or refinancing for the Premises of which the Leased Premises form a part, a banking, insurance or other institutional lender shall request reasonable modifications to this Lease as a condition to such financing or refinancing, Tenant shall not withhold, delay or defer its consent thereto. If within fifteen (15) days after written notice from Landlord, Tenant fails or refuses to execute with Landlord the amendment(s) to this Lease accomplishing the reasonable modification(s) which are stated by Landlord to be necessary in connection with approval of this Lease for the purposes of such financing, Landlord, at its sole option shall have the right to either terminate this Lease, or execute any instrument for and on behalf of Tenant as its attorney-in-fact. In acknowledgement thereof, Tenant hereby appoints Landlord as its irrevocable attorney-in-fact solely to execute any instruments required to carry out the intent of this Article on behalf of Tenant. By way of example, and not by limitation, the following modifications shall be deemed reasonable modifications: (i) Subordination -any change(s) to the subordination and attornment provisions of this Lease, (ii) Notice - any change(s) to the notice provisions of this Lease which require Tenant to give notice of any default by Landlord to the lender, or (iii) Default - any changes to the default provisions of this Lease which permit the lender to cure any defaults by Landlord together with the granting of such additional time to cure as may be required for Lender to get possession of the building of which the Leased Premises are a part.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

11.1 By Tenant. Tenant shall not sell, assign, mortgage, pledge or in any manner transfer this Lease, nor sublet the Leased Premises nor any part thereof, nor allow anyone to conduct business at, upon or from the Leased Premises, without Landlord's prior written consent. Except as provided herein, the sale, issuance or transfer of any voting capital stock of Tenant or of any company or other entity directly or indirectly controlling Tenant, or the merger of Tenant or of a company into Tenant, or of any company directly or indirectly controlling Tenant, which directly or indirectly results in a change in the voting control of Tenant or the conversion of Tenant into a limited liability company, limited liability partnership or other form of limited liability entity shall be deemed to be an assignment of this Lease within the meaning of this Paragraph. Any such transfer, either voluntarily or involuntarily or by operation of law or otherwise, without the consent of Landlord shall at Landlord's option terminate this Lease, and any purported such transfer shall be null and void. If the Tenant's interest in and to this Lease is assigned, the Tenant's liability for the performance of any of the terms, conditions, covenants and agreements contained herein to be performed by Tenant shall remain in full force and effect, notwithstanding the fact that Landlord may have consented to such assignment and Landlord may, as a condition to granting this consent to an assignment, require a personal guaranty by the principal owner or owners of Tenant. Landlord has entered into this Lease with

Tenant in order to obtain for the benefit of the entire Center the unique attraction of Tenant's trade name, and the foregoing prohibition on assignment or subletting or the like is expressly agreed to by the Tenant as an inducement to Landlord to lease to Tenant.

11.2 By Landlord. Landlord shall have the right to transfer, assign and convey in whole or in part, any and all of the rights, obligations and interests of Landlord under this Lease. In the event Landlord transfers, assigns, or conveys its interest in this Lease, Landlord shall give Tenant written notice of such transfer, assignment or conveyance and Landlord shall be released from all claims of Tenant after the date of notice.

ARTICLE 12
EMINENT DOMAIN

12.1 Total Taking of Leased Premises. If all the Leased Premises shall be appropriated or condemned by any public or quasi public authority in the exercise of its right of condemnation or eminent domain, this Lease shall terminate as of the time when possession shall be acquired by such public or quasi public authority, and the rent shall be paid up to that day with a proportionate refund by Landlord of such rent as may have been said in advance for a period subsequent to the date of the taking.

12.2 Partial Taking of Leased Premises.

(a) If more than thirty-five percent 35% of the Leased Premises shall be taken under eminent domain, or if less than the whole but more than twenty (20%) percent of the building in which the Leased Premises are located shall be taken under eminent domain, then Landlord and Tenant shall each have the right to terminate this Lease and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking. In the event neither party exercises said right of termination, the lease term shall cease only on the part so taken as of the day possession shall be taken by such public authority and Tenant shall pay rent up to that day, with appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking, and thereafter all the terms herein provided shall continue in effect, except that the minimum annual rental shall be reduced in proportion to the amount of the Leased Premises taken and Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to the basic building as originally installed by Landlord, so as to constitute the remaining Leased Premises a complete architectural unit.

(b) If more than twenty-five (25%) percent of the common areas of the Center shall be taken under the power of eminent domain, Landlord may by written notice to Tenant within ten (10) days after such taking, terminate this Lease and declare the same null and void.

12.3 Landlord's and Tenant's Damages. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee in the Leased Premises or the Center; provided, however, that Landlord shall not be entitled to the award made for depreciation to, and cost of removal of Tenant's stock and trade fixtures.

ARTICLE 13
DEFAULT OF THE TENANT

13.1 Right to Re-Enter. In the event Tenant:

(a) fails to pay any rent or other charges due hereunder as and when each such rent or other charge shall be due; or

(b) fails to furnish and keep in full force and effect any policy of insurance with respect to the Leased Premises as set forth in Article VI hereof where such failure continues for ten (10) days after written notice thereof; or

(c) fails to use the Leased Premises in the manner set forth in Paragraph 5.1 hereof or otherwise violates the provisions of Paragraph 5.1 hereof where such failure continues for ten (10) days after written notice thereof; or

(d) fails to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after written notice thereof; or

(e) abandons the Leased Premises, or permits this Lease to be taken under any writ of execution;

- then the Landlord, in addition to any other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended and/or shall have the immediate right of possession to the Leased Premises and of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

13.2 Right to Relet. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such repairs or alterations as may be necessary or desirable in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as are commercially reasonable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any reasonable costs and reasonable expenses of such reletting, including reasonable brokerage fees and reasonable attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rent and other sums received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and including the worth at the time of such

termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term less the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the base rent set forth in Paragraph 3.1 hereof.

13.3 Legal Expenses. If any legal fees are incurred by Landlord in enforcing the terms of this Lease then Tenant shall be liable for such reasonable costs. Same shall be due and payable upon presentation of a bill therefor.

ARTICLE 14
BANKRUPTCY OR INSOLVENCY

14.1 Tenant's Interest Not Transferable. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the Federal Bankruptcy Code.

14.2 Termination. In the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law or if Tenant is adjudicated insolvent by a court of competent jurisdiction other than the United States Bankruptcy Court, or if a receiver or trustee of the property of Tenant shall be appointed by reason of the insolvency or inability of Tenant to pay its debts, or if any assignment shall be made of all or any portion of the property of Tenant for the benefit of creditors, then and in any such event, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of this Lease, and Tenant shall vacate and surrender the Leased Premises but shall remain liable as herein provided.

14.3 Tenant's Insolvency. Upon the allowance of any petition under any insolvency law except under the Federal Bankruptcy Code of the appointment of a trustee or receiver of Tenant or of any of its assets, Landlord may terminate this Lease, unless such allowance of the petition or the appointment of a trustee or receiver is vacated within sixty (60) days after such allowance or appointment.

14.4 Rights and Obligations Under the Federal Bankruptcy Code.

(a) Upon the filing of a petition by or against Tenant under the Federal Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed agree as follows: (1) to perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; and (2) to pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Lease Premises an amount equal to all base rent and other charges otherwise due pursuant to this Lease; and (3) to reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter VII of the Federal Bankruptcy Code or within one hundred twenty (120) days (or such shorter term as Landlord, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter; and (4) to do all other things of benefit to Landlord otherwise required under the Federal Bankruptcy Code; and (5) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (6) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of

the above, waiving notice and hearing of the entry of same.

(b) No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(c) It is understood and agreed that this is a Lease of real property in a shopping center as such a lease is described in Section 365(b)(3) of the Federal Bankruptcy Code.

(d) In addition to any other conditions or obligations imposed upon Tenant or its successor by this Lease in the event of assumption and/or assignment pursuant to this Paragraph the Tenant or its successor shall: (1) cure any monetary defaults and reimburse any pecuniary loss within not more than thirty (30) days of assumption and/or assignment; and (2) demonstrate in writing that it has sufficient background including, but not limited to, substantial retailing experience in shopping centers of comparable size and financial ability, to operate a retail establishment out of the Leased Premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; and (3) secure the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (4) keep the Leased Premises, at all times, as a single store without any physical changes (unless in compliance with the applicable provisions of this Lease).

ARTICLE 15
TENANT'S PROPERTY

15.1 Taxes on Tenant's Property. Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

15.2 Loss and Damage. The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises, or any part of the premises adjacent to or connected with the Leased Premises, or any part of the building of which the Leased Premises are a part, or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or for any damage or loss of property within the Leased Premises from any cause whatsoever.

15.3 Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Leased Premises are a part or of defects therein or in any fixtures or equipment.

ARTICLE 16
QUIET ENJOYMENT

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without substantial hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease, and any mortgages to which this Lease is subordinate.

ARTICLE 17
HOLDING OVER

17.1 Holding Over. Any holding over after the expiration of the term hereof with or without the consent of Landlord shall be construed to be a tenancy from month to month at monthly rent equal to one hundred fifty (150%) of the monthly rent, and shall otherwise be on the same terms and conditions herein specified so far as applicable. Notwithstanding anything to the contrary, Tenant shall, in addition to the holdover rental be liable to Landlord for all costs, losses, claims or expenses (including attorneys fees) which Landlord may incur as a result.

17.2 Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements therein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Article 11 hereof.

ARTICLE 18
ACCESS BY LANDLORD

With two day written notice in advance, Landlord shall have access to the Leased Premises at all reasonable times to examine the same and to show them to prospective purchasers or mortgagees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise so long as the foregoing do not result in any substantial interference with Tenant's business. During the six months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Leased Premises to prospective tenants and place upon the Leased Premises the usual notices "To Let" or "For Rent" which notices Tenant shall permit to remain thereon without molestation.

ARTICLE 19
LANDLORD'S EXCULPATION

Notwithstanding anything herein contained to the contrary, Tenant shall look solely to the estate and property of Landlord in the Center for the satisfaction of Tenant's remedy or for the collection of a money judgment obtained by reason of any default or breach by Landlord of the terms, covenants and conditions of this Lease. No other property or assets of Landlord shall be subject to the levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies or money judgments against Landlord.

ARTICLE 20
RULES AND REGULATIONS

Tenant agrees to comply with and observe all rules and regulations established by Landlord from time to time, provided the same shall apply uniformly to all tenants of the Center. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the

same were contained herein as covenants.

ARTICLE 21
MISCELLANEOUS

21.1 Non-Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord.

21.2 Entire Agreement. This Lease, the Exhibits and Appendices attached hereto and forming a part hereof, supersede all prior and contemporaneous negotiations, discussions and agreements between the Landlord and Tenant, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

21.3 Interpretation and Use of Pronouns. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

21.4 Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, riots, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

21.5 Captions and Paragraph Numbers. The captions, Paragraph numbers and Article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Paragraphs or Articles of this Lease nor in any way affect this Lease.

21.6 Injunction. In addition to all other remedies, Landlord is entitled to the restraint by injunction of all violations by Tenant, whether actual, attempted or threatened, of any covenant, condition or provision of this Lease.

21.7 Intentionally Omitted.

21.8 No Recording. Tenant shall not record this Lease without the prior written consent of

Landlord.

21.9 Service of Notice. Notices hereunder shall be in writing signed by the party serving the same and shall be sent by Registered or Certified U.S. Mail, Return Receipt Requested, postage prepaid, and

(a) if intended for Landlord, shall be addressed to:

Beck Village Plaza, LLC
c/o Haytham Beshi
14520 Stephens Rd
Warren, Michigan 48089

(b) if intended for Tenant, shall be addressed to:

Jfood, LLC
30650 Beck Road
Novi, Michigan 48377

or to such other address as either party may have furnished to the other from time to time in accordance with this Paragraph 21.9. Any notice so mailed shall be deemed to have been given as of the time said notice is deposited in the U.S. Mail, unless otherwise provided herein. Tenant agrees to give a duplicate copy to Landlord's mortgagee of any notice to Landlord.

21.10 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

21.11 Execution of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

21.12 Broker's Commission. Tenant represents and warrants to the Landlord that there are no claims for brokerage commissions or finder's fees in connection with this Lease arising from any such claim arising from an alleged agreement or act by the Tenant, and Tenant agrees to indemnify Landlord and hold it harmless from all liabilities (including, without limitation, the cost of reasonable counsel fees in connection therewith); such agreement to survive the termination of this Lease.

21.13 Waiver of Trial by Jury. Landlord and Tenant each hereby waive trial by jury of any dispute arising under this Lease.

21.14 Waiver of Counterclaims. In the event Landlord commences any proceedings against Tenant pursuant to this Lease Agreement, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

21.15 Laws of the State of Michigan. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

21.16 Possession of Leased Premises. Once Tenant has delivered the first two months' rent to Landlord, Tenant may be given possession of the Lease Premises prior to the Commencement Date so Tenant can ready the Leased Premises for Tenant's business. During the time that Tenant has possession of the Leased Premises Tenant must maintain the insurance required under Article 6 hereof and must provide Landlord with a certificate of insurance. Notwithstanding anything else contained herein the provisions of the Lease, except the payment of rent which commences on the Commencement Date shall be effective on the date that Tenant takes possession of the Leased Premises.

21.17 Garbage Containers. Tenant agrees to supply, pay for and maintain its own garbage container(s), with a minimum pickup schedule to maintain a clean and orderly area. Notwithstanding the foregoing, if Landlord elects to provide garbage containers and/or pickup service, then Tenant agrees to pay for its proportionate share of the cost of such containers and/or service. All garbage containers shall be kept covered and shall be kept in such locations as Landlord may designate and as required by law.

21.18 Authority of Tenant. If Tenant is a partnership, limited partnership, corporation, joint venture or association, or limited liability company, the individual(s) executing this Lease Agreement on behalf of such entity, warrants and represents that such entity is validly organized and existing and authorized to do business under the laws of the State of Michigan, that the form of entity is as set forth in the introductory paragraph of this Leased Agreement, that the entity has full power and lawful authority to enter into this Leased Agreement I the manner and form herein set forth, and that the execution of this Lease Agreement by such individual(s) is proper and sufficient to legally bind such entity in accordance with the terms and conditions hereof. It Tenant consists of more than one person or entity then the obligations imposed on Tenant shall be joint and several. If any of the above representations shall be false, then the person(s) signing this Lease Agreement shall be individually liable.

21.19 Certificate of Occupancy. Tenant understands that it is necessary for Tenant to acquire a valid Certificate of Occupancy and/or other licensing to allow it to lawfully occupy the Leased Premises. Tenant shall remain liable to Landlord under this Lease Agreement regardless of whether Tenant obtains the certificate of occupancy, continues to occupy the Leased Premises, is evicted or voluntarily vacates. Tenant acknowledges that Landlord, nor its agents, employees, etc... have not made any representations to the Tenant as to whether Tenant will be able to acquire a Certificate of Occupancy or other necessary licensing to operate Tenant's business at the Leased Premises.

21.20 Exclusivity. So long as Tenant is not in material default of this Lease Agreement, Landlord agrees that for the Term of this Lease Agreement, no other tenants will be permitted to operate a Japanese o r Korean food restaurant.

ARTICLE 22
RE-LET, SUBLEASE AND ASSIGNMENT

Tenant shall have the right to re-let, sublease, or assign, whichever is feasible, the Leased Premises t

o a third party, in which case Landlord shall not unreasonably withhold its consent. If any provision contain ed in this Agreement conflicts with this Section, this Section or Article shall govern and control.

ARTICLE 23
PERSONAL GUARANTY

Landlord agrees that the Personal Guaranty or Guaranty being executed by Tenant (whose names are Haejin Ju, Haeri Ju, and Esther Hakyoung An) in conjunction with this Lease in order to guarantee the monthly pa yments in the Lease, shall be limited to the first 42 months of the lease after the Commence date of this Leas e, and thereafter, the Guaranty agreement shall be null and void. If any provision contained in this Agreeme nt or other agreements related to this Lease conflicts with this Article 23, this Section or Article 23 shall gov ern and control.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the day and year first above written.

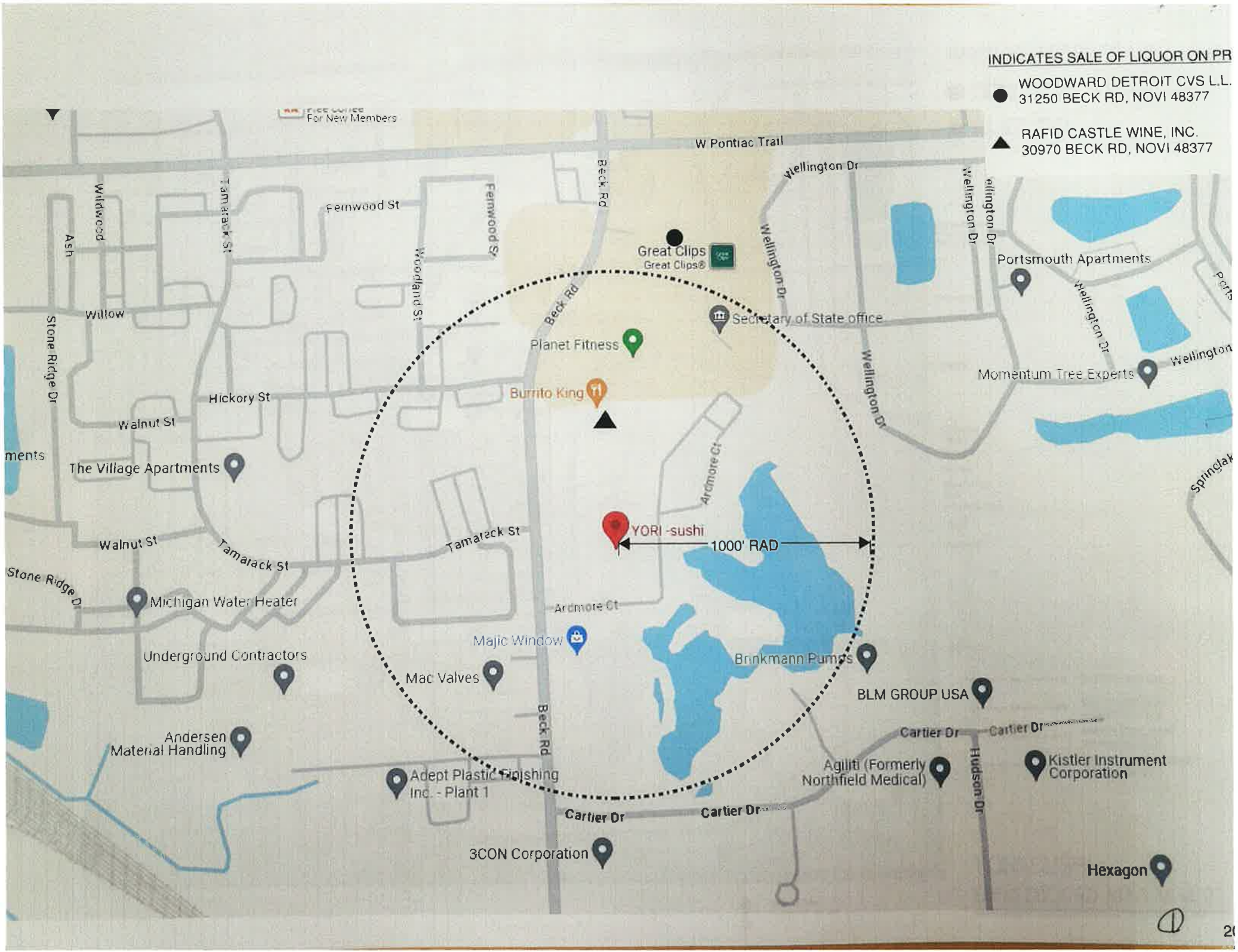
In the Presence of:

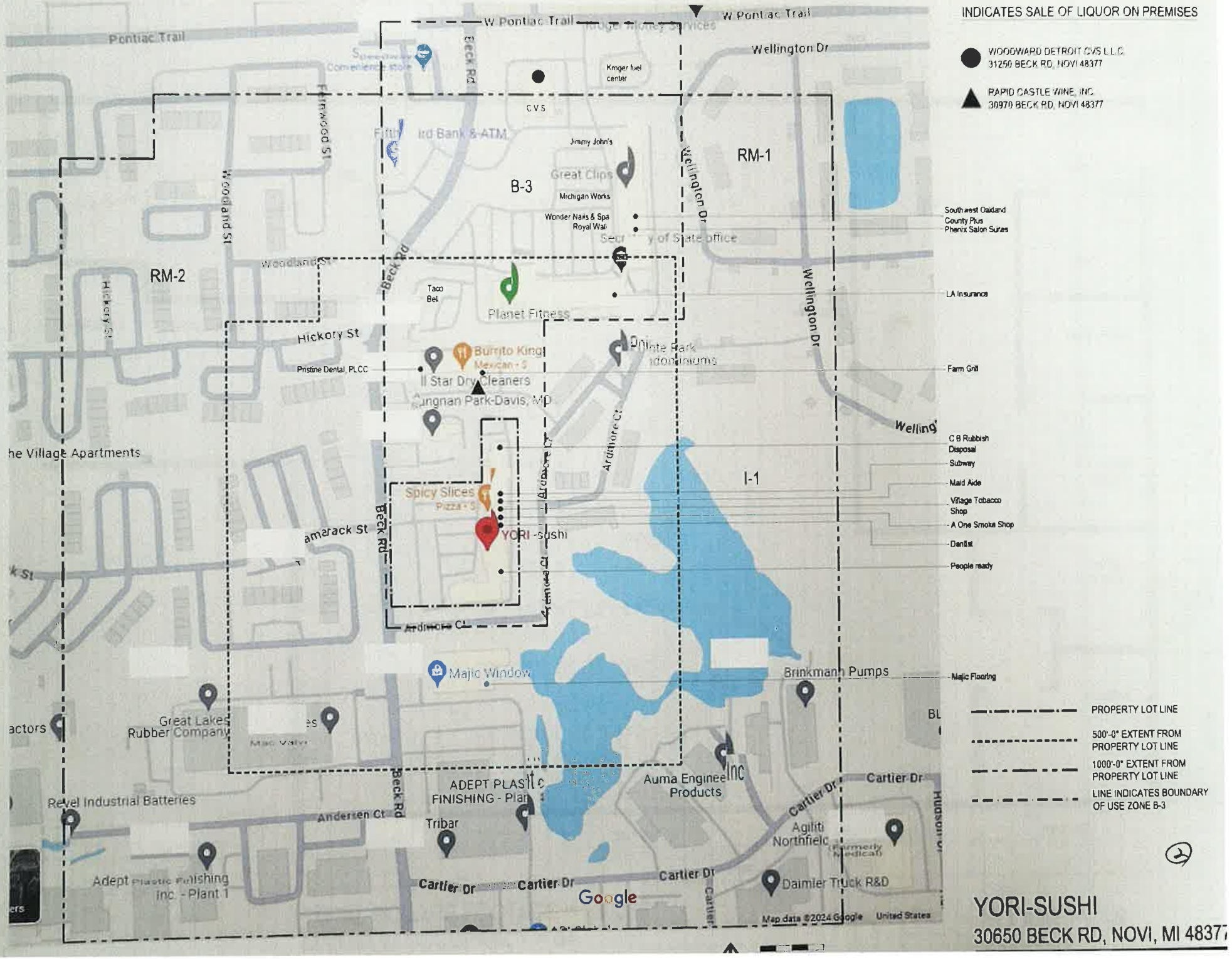
LANDLORD:
BECK VILLAGE PLAZA, LLC

By: Haytham Beshi
Title: Member

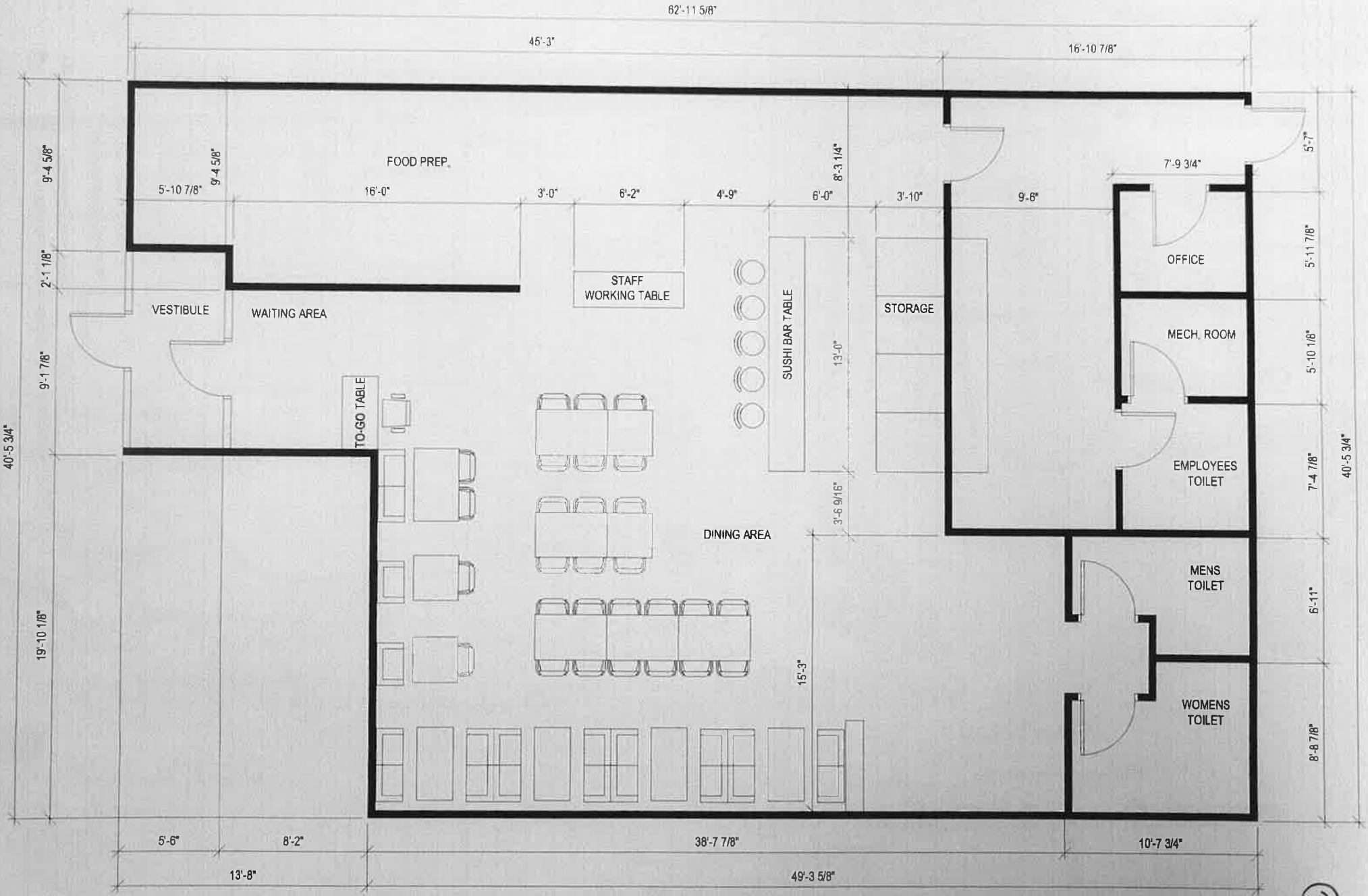
TENANT:
JFOOD, LLC

By: Haejin Ju
Title: Member


INDICATES SALE OF LIQUOR ON PR
WOODWARD DETROIT CVS L.L.
31250 BECK RD, NOVI 48377
RAFID CASTLE WINE, INC.
30970 BECK RD, NOVI 48377
W Pontiac Trail
Wellington Dr
Fernwood St
Beck Rd
Great Clips
Great Clips®
Portsmouth Apartments
Secretary of State office
Planet Fitness
Momentum Tree Experts
Burrito King
Hickory St
Walnut St
Willow
Stone Ridge Dr
Ash
Wildwood
Tamarack St
Woodland St
Ardmore Ct
The Village Apartments
YORI -sushi
1000' RAD
Tamarack St
Walnut St
Stone Ridge D
Michigan Water Heater
Ardmore Ct
Majic Window
Underground Contractors
Mac Valves
Brinkmann Pumps
BLM GROUP USA
Andersen
Material Handling
Cartier Dr
Hudson Dr
Agiliti (Formerly
Northfield Medical)
Kistler Instrument
Corporation
Adept Plastic Finishing
Inc. - Plant 1
3CON Corporation
Hexagon


INDICATES SALE OF LIQUOR ON PREMISES
WOODWARD DETROIT CVS L.L.C.
31250 BECK RD, NOVI 48377
RAPID CASTLE WINE, INC.
30970 BECK RD, NOVI 48377
W Pontiac Trail
Pontiac Trail
Wellington Dr
Beck Rd
Kroger fuel center
CVS
Fifth Third Bank & ATM
Jimmy John's
Great Clips
Michigan Works
Wonder Nails & Spa
Royal Wall
Secretary of State office
Woodland St
Hickory St
RM-1
B-3
RM-2
Taco Bell
Planet Fitness
Burrito King
Pristine Dental, PLCC
Il Star Dry Cleaners
Pointe Park condominiums
Farm Grill
Southwest Oakland County Plus
Phenix Salon Suites
LA Insurance
C B Rubbish Disposal
Subway
Maid Aide
Village Tobacco Shop
A One Smoke Shop
Dentist
People ready
Ardmore Ct
Spicy Slices
YORI -sushi
I-1
Majic Window
Brinkmann Pumps
Majic Flooring
Great Lakes Rubber Company
Auma Engineering Inc
Cartier Dr
Revel Industrial Batteries
Andersen Ct
ADEPT PLASTIC FINISHING - Plant 2
Tribar
Agiliti Northfield
Adept Plastic Polishing Inc. - Plant 1
Daimler Truck R&D
Google
Map data ©2024 Google
United States
PROPERTY LOT LINE
500'-0" EXTENT FROM PROPERTY LOT LINE
1000'-0" EXTENT FROM PROPERTY LOT LINE
LINE INDICATES BOUNDARY OF USE ZONE B-3
YORI-SUSHI
30650 BECK RD, NOVI, MI 48377

YORI-SUSHI - 30650 BECK RD, NOVI, MI 48377



TOTAL SQUARE FOOTAGE = 2300SF
MAXIMUM OCCUPANCY = 54

N

FLOOR PLAN

SCALE: 3/16" = 1'-0"

(3)

CITY OF NOVI, MICHIGAN

Liquor License Application

Questionnaires A and B

Questionnaires A and B are to be completed and returned to the Novi City Clerk's Office

Licensing Policy

This article establishes an application and review process for the issuance of both new licenses and the transfer of existing licenses into the city or between or among applicants. The process is intended to ensure that the individuals and entities seeking licenses from, or charged with operating licensed establishments within, the city meet certain minimum requirements as to criminal history, past conduct, and ongoing business operation standards. It requires city council review of application information in light of certain criteria that is established for purposes of identifying the kinds of facilities that qualify for a license. It reserves to the city any and all discretion afforded it under applicable law relating to the issuance of licenses.

As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the city and its inhabitants resulting from the granting of the license. While all of the criteria set forth in this article are relevant to the decision whether to grant a license, an applicant must demonstrate in particular that the proposed facility:

(a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city;

(b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies; or,

(c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

The weight to be given to each item of the criteria identified in this article, and the determination whether a particular applicant meets or satisfies those criteria is intended to be within the sole discretion of the city council.

Requirements and Procedures

1. Complete the Michigan Liquor Control Commission Application. Contact M.L.C.C. in Lansing at 517-322-1400 or toll free 1-866-813-0011.

2. Fully complete the **Novi Liquor License Application Questionnaires A and B** and return them to the City of Novi Clerk's Office within 30 days. Complete **Questionnaire C** and return it to the Novi Police Department within 30 days.

3. Please review and include with the applicant's initial **cover letter**, a response to the Novi Alcoholic Liquor Ordinance, Article II, Section 3.14 (a) *Facilities for which new licenses may be granted.*

4. Attach a non-refundable **application fee** of $1,000.00, plus $210.00 for each person with a financial or management interest in the application including, but not limited to, partnership partners, corporate officers and directors. Please make the check payable to the City of Novi.

5. ***Site Plan** (1 copy - signed and sealed by a registered architect/engineer). If the facility is to be located in a proposed building for which site plan approval has not yet been obtained, or in an existing building that is to be remodeled, you must submit a conceptual site plan showing the proposed building and the relationship of the building to the surrounding properties and their uses.

6. ***Building Façade Plan** (1 copy - signed and sealed by a registered architect/engineer) – all sides, including signage. If the proposed building final site plan has been previously approved by the Novi Planning and Community Development Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.

7. ***Interior Plan with seating arrangement** (1 copy - signed and sealed by a registered architect/engineer). If the proposed interior has been previously approved by the City of Novi Building Department and there are no changes, then please submit a letter of verification stating there will be no such changes along with this application.

8. One full copy of the **menu**.

9. **Administrative Special Land Use** (see next page).

10. Provide any other information pertinent to the applicant and operation of the proposed facility that may be required by the Novi Alcoholic Liquor Ordinance, Article II.

*No site plan, building façade plan, interior plan or any part thereof, may be changed by the applicant once they have received approval in conjunction with the liquor licensing process. Applicant must submit separate plans and fees as required by other City of Novi departments and consultants in accordance with standard review procedures, if applicable.

Administrative Special Land Use

In addition to the Liquor License procedures noted above, any new establishment serving alcoholic beverages, and/or any expansion or significant change of site plan for an existing establishment, will need to follow the administrative Special Land Use public hearing process through the Community Development Department. The following must be submitted directly to the Community Development Department when a Liquor License application is submitted.

- **Application for Site Plan and Land Use Approval** form.
- Completed **Service of Alcoholic Beverages Special Land Use Application Checklist,** along with four sets of site plans and narratives as described in the checklist.
- Special Land Use **fees** (and possibly Site Plan review fees) will be assessed to the applicant.

The applicant is asked to contact the Community Development Department Planning Division at (248) 347-0475 to determine exactly what is needed for the Special Land Use application and site plan.

The Special Land Use and public hearing process will be handled by a committee represented by members of the Community Development Department, Public Services, and Assessing Departments for any new liquor license application, or for those applications that request an amendment to a site plan. The results of the special land use consideration and the public hearing process will be forwarded to the City Council for consideration along with the consideration of the Liquor License.

Special Circumstances

Transfers that involve the following circumstances may be placed on a City Council agenda for consideration without payment of a fee and without the necessity of furnishing the information required for new licenses:

(1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.

(2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.

(3) The occurrence of any of the following events:

(a) A corporate stock split of a licensed corporation.

(b) The issuance to an existing stockholder of a licensed corporation of previously unissued stock as compensation for services performed.

(c) The redemption by a licensed corporation of its own stock.

(d) A corporate public offering.

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council. Please refer to Novi Alcoholic Liquor Ordinance, Articles I-II.

1(a). Name, address and phone number of applicant:

Haejin Ju

1(b). Name, address and phone number of business:

E&S GLOBAL INC (DBA: Yori Sushi)

30650 Beck Rd, Novi, MI 48377

248-896-2183

NOTE: If the applicant is a partnership, you must include the name and address of each partner and attach a copy of the partnership agreement. If the applicant is a privately held corporation, you must include the name and address of each corporate officer, member of the board of directors and/or stockholders. Attach a copy of the articles of incorporation.

2. Type of liquor license applying for (circle all those that apply):

[X] Class C [ ] Resort [ ] Tavern [ ] Club [ ] Hotel A B [X] Quota [ ] Transfer [ ] Microbrewery/Brewpub

Theme of Proposed Business:

Elevating Japanese Culinary Artistry. At Yori Sushi, our mission is to bring the artistry of Japanese cuisine to life, elevating it to new heights of flavor and experience. With a strong foundation in the traditional techniques and recipes of Japan, our sole owner, who is also a dedicated chef, has been passionately crafting delectable dishes since 2020. Now, we're excited to expand our offerings by applying for a Class C liquor license to complement our exquisite sushi and Japanese delicacies with a curated selection of premium beverages.

3. Street address and legal description of the property where liquor license is to be located:

30650 Beck Rd, Novi, MI 48377; Parcel number: 50-99-00-020-014.

Because applicant's restaurant is located in a small unit within a shopping mall, and as such, there is no specific legal property description other than the parcel number of the shopping mall.)

Additionally, Parcel Number of the shopping mall named BECK VILLAGE PLAZA, LLC is 50-22-04-100-032.

Questionnaire B – Administrative Background Information for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council.

1. What is the applicant's management experience in the alcohol/liquor business?

The applicant, as the sole owner and a dedicated cook of Yori Sushi, has limited management experience in the alcohol/liquor business. However, they have been successfully managing the overall operations of the restaurant since 2020, demonstrating strong general business management skills.

2. What is the applicant's general business management experience?

The applicant has been running her own restaurant, Yori Sushi, since 2020. This demonstrates her ability to manage a business, including tasks such as budgeting, hiring and training staff, and customer service. She is also familiar with the food and beverage industry, and she has a good understanding of the laws and regulations governing liquor sales in Michigan.

3. What is the applicant's general business reputation?

The applicant has established a positive general business reputation through the operation of Yori Sushi, known for its commitment to quality, service, and a welcoming dining atmosphere. She also is known for being honest, reliable, and hardworking. She has a strong customer base, and her restaurant has received positive reviews from customers and critics alike.

4. What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located?

The applicant's financial status is stable, demonstrated by her successful ownership and operation of Yori Sushi. She possesses the financial capacity to both establish and operate her Japanese restaurant, ensuring its long-term success.

5. What are the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors?

The applicant has no past criminal convictions involving moral turpitude, violence, or alcoholic liquors.

6. Does the applicant use alcoholic beverages to excess?

The applicant does not use alcoholic beverages to excess.

7. What is the effect that the issuance of a license would have upon the economic development of the surrounding area?

The issuance of a liquor license to the applicant would have a positive impact on the economic development of the surrounding area. The restaurant would create new jobs and generate new tax revenue for the city. It would also attract new customers to the shopping mall, which could benefit other businesses in the area.

8. What effect would the issuance of a license have on the health, welfare and safety of the general public?

The applicant's establishment would be a valuable asset to the community, offering a safe and enjoyable space for people to socialize and relax. It will contribute to job creation, boost the local economy, and support other businesses and organizations. The applicant's Japanese establishment will provide a diverse range of Japanese cuisine, including non-alcoholic beverages, to cater to the needs of all customers. Furthermore, we are committed to training our staff in responsible alcohol serving practices to ensure the safe and responsible service of our customers.

9. Has the applicant received responses from the Police Department, Building Department and/or Fire Department with regard to the proposed facility?

No, at this time, the applicant's existing restaurant has not received responses from the Police Department, Building Department, and Fire Department regarding the Class C liquor license application.

10. What is the public need or convenience for issuance of a liquor license for this facility at the proposed location?

The applicant's restaurant is located in a shopping mall that is already zoned for commercial use. The mall is a popular destination for residents and visitors alike. The addition of a liquor license in an already existing business would provide a convenient option for customers who want to enjoy an Asian drink with their meal in the shopping mall. This is a question we are frequently asked by our numerous customers.

11. What is the uniqueness of the proposed facility when contrasted against other existing or proposed facilities and the compatibility of the proposed facility to surrounding architecture and land use?

The proposed restaurant will be a unique addition to the shopping mall. As the only Japanese restaurant in the mall, it will offer a variety of authentic Japanese dishes. The restaurant will provide customers with a convenient option for enjoying a drink with their meal. Its architecture will complement the surrounding architecture, and its land use is consistent with the zoning for the area.

12. Does the facility to which the proposed liquor license is to be issued comply with the applicable building, plumbing, electrical and fire prevention codes and zoning statutes and ordinances applicable to the City of Novi? Has applicant received information from the appropriate departments?

Yes, the applicant's Japanese restaurant complies with all applicable building, plumbing, electrical, and fire prevention codes, as well as the zoning statutes and ordinances of the City of Novi.

13. What effect will the facility to which the proposed liquor license is to be issued have upon vehicular and pedestrian traffic in the area?

The facility's impact on vehicular and pedestrian traffic in the area is expected to be positive, drawing more visitors to the shopping mall. Also, the restaurant is located in a shopping mall with ample parking.

14. What is the proximity of the proposed business facility to other similarly situated licensed liquor facilities?

The applicant's Japanese restaurant is reasonably distanced from other similarly situated licensed liquor facilities.

15. What is the proximity of the proposed facility to complimentary uses such as office and commercial development?

The applicant's Japanese restaurant is located in a vibrant shopping mall surrounded by a mix of office buildings, retail stores, and/or restaurants. This proximity to complimentary uses creates a synergistic environment that attracts customers from diverse backgrounds and interests, further enhancing the economic vitality of the area.

16. What effect would the proposed facility have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas, church and school districts?

The applicant's Japanese restaurant with its focus on authentic Japanese cuisine and a welcoming atmosphere, will complement the existing businesses in the shopping mall, attracting additional customers and contributing to the overall appeal of the area. The restaurant's operations will adhere to noise and disturbance ordinances, ensuring minimal impact on nearby residential areas and maintaining a harmonious coexistence with the surrounding community.

17. What proposed or actual commitments are being made by the applicant to establish permanency in the community?

The applicant, having successfully operated Yori Sushi for over three years, demonstrates a strong commitment to establishing permanency in the Novi community. She is invested in the success of her business and the surrounding area, and she is committed to serving the community with a high-quality dining experience that aligns with the values and preferences of the local populace.

18. What utilities are available to serve the facility?

All necessary utilities, including water, electricity, gas, and waste disposal, are readily available to serve the restaurant. The applicant has secured the necessary permits and approvals from the relevant utility providers to ensure seamless operation.

19. What other factors should the Novi City Council consider?

The Novi City Council should consider the positive impact the applicant's restaurant will have on the local economy, generating new employment opportunities and increasing tax revenue. Additionally, the restaurant will enhance the diversity of dining options in Novi, attracting a wider range of customers and contributing to the city's appeal as a vibrant and welcoming destination. By carefully considering these factors, the Novi City Council can confidently conclude that granting a Class C liquor license to the applicant's restaurant will foster economic growth, enhance the dining options for residents and visitors, and contribute to the overall prosperity of Novi.

ID Number: 802376437 Request certificate Return to Results New search

Summary for: E&S GLOBAL INC

The name of the DOMESTIC PROFIT CORPORATION: E&S GLOBAL INC

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 802376437

Date of Incorporation in Michigan: 10/23/2019

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2023 **Most Recent Annual Report with Officers & Directors:** 2023

The name and address of the Resident Agent:

Resident Agent Name: HAEJIN JU

Street Address: 30650 BECK RD

Apt/Suite/Other:

City: NOVI State: MI Zip Code: 48377

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City: State: Zip Code:

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	HEAJIN JU	30650 BECK RD NOVI, MI 48377 USA
TREASURER	HEAJIN JU	30650 BECK RD NOVI, MI 48377 USA
SECRETARY	HEAJIN JU	30650 BECK RD NOVI, MI 48377 USA
DIRECTOR	HEAJIN JU	30650 BECK RD NOVI, MI 48377 USA

Act Formed Under: 284-1972 Business Corporation Act

Acts Subject To: 284-1972 Business Corporation Act

Total Authorized Shares: 1,000

Written Consent

View Assumed Names for this Business Entity

View filings for this business entity:

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION

View filings

Comments or notes associated with this business entity:

LARA FOIA Process Transparency Office of Regulatory Reinvention State Web Sites

Michigan.gov Home ADA Michigan News Policies

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Filed by Corporations Division Administrator Filing Number: 201997749240 Date: 10/23/2019

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

E&S GLOBAL INC

ID Number: 802376437

received by electronic transmission on October 21, 2019 ***, is hereby endorsed.***

Filed on October 23, 2019 ***, by the Administrator.***

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

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau
TUEBOR
CIRCUMSPICE

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 23rd day of October, 2019.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Filed by Corporations Division Administrator Filing Number: 201997749240 Date: 10/23/2019

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC PROFIT CORPORATION

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned executes the following Articles:

ARTICLE I

The name of the corporation is:

E&S GLOBAL INC

ARTICLE II

Unless the articles of incorporation otherwise provide, all corporations formed pursuant to 1972 PA 284 have the purpose of engaging in any activity within the purposes for which corporations may be formed under the Business Corporation Act. You may provide a more specific purpose:

ARTICLE III

1. State the total authorized shares of each class of stock that the corporation is authorized to issue. All corporations must authorize stock.* If there is more than one class or series of shares, state the relative rights, preferences and limitations of the shares of each class in Article III(2).

Class of Stock	Total authorized number of shares
COMMON	1,000

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: YANGSOO AHN
2. Street Address: 31120 WALDEN CT.
   Apt/Suite/Other: #202
   City: NOVI
   State: MI Zip Code: 48377

3. Registered Office Mailing Address:
   P.O. Box or Street Address:
   Apt/Suite/Other:
   City:
   State: Zip Code:

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address

YANGSOO AHN	31120 WALDEN CT., #202, NOVI, MI 48377 USA

Signed this 21st Day of October, 2019 by the incorporator(s).

Signature	Title	Title if "Other" was selected
YANGSOO AHN	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

○ Decline ◉ Accept

YORI 요리

APPETIZER

- Edamame 5.0
- Gyoza 5 pcs Pork | Chicken | Veggie 5.95
- Shrimp Shumai 7 pcs 7.0
- Chicken Yakitori 2 pcs 10.5
- Fried Shrimp Cocktail 12.0
  Deep fried rock shrimp with special sauce
- * Tuna Tataki 12.5
- * Tartar Cubed fish, onion, avocado, cucumber 10.5
  - Tuna *with spicy ponzu*
  - Salmon *with spicy chili sauce, sesame oil*
  - White tuna *with lime juice, salt, pepper*
- Tuna Ravioli 9.5
  Spicy tuna packaged in gyoza wrappers and deep-fried
- Tunapiño 9.5
  Deep-fried jalapeños stuffed with spicy tuna & cream cheese
- Agedashi Deep-fried tofu 9.5
- Tempura
  - Shrimp 5 pcs 12
  - Calamari 6 pcs 11
  - Veggie 8.5
- Gyoza Soup Pork | Chicken | Veggie 7.5
- Veggie Croquette 2 pcs 5.5
- Takoyaki 4 pcs 6.0
- French Fries 4.0
- Egg Roll 5.0
- Gimmari 6 pcs fried seaweed roll 5.0
- Salmon Skin Salad 8.5
  Seaweed salad topped with deep-fried smoked salmon, spicy sauce, spicy mayo, white sauce
- Taco 3 pcs 8.5
  Spicy crab salad | * Spicy tuna | * Spicy salmon
- * Taco Deluxe 8 pcs 21
  Spicy crab salad (2), spicy tuna (2), spicy salmon (2), spicy fish (2)

NOODLES

- Udon toppings ($2 each): beef, shrimp tempura, Kimchi 10.0
- Korean Spicy Udon 16.0
  Spicy udon soup with pork, seafood, vegetable
- Korean Spicy Ramen 10.0
  toppings ($2 each): Bulgogi, Kimchi, seafood, chicken
- Yaki Udon toppings: Bulgogi ($1), shrimp ($1) or both ($2) 12.5
- Jajangmyeon 14.0
  Udon noodles with pan-fried black bean sauce, pork & vegetable

SALAD

- Cucumber Salad 3.0
  Cucumber with imitation crab and sweet vinegar
- House Ginger Salad 3.0
- Seaweed Salad 5.0
- Ika Salad 6.0
- Avocado Salad ..... 6.0 sm | 8.5 lg
  Avocado salad with white sauce
- Chicken Salad Grilled | Tempura 12.0
  Salad with grilled or deep fried chicken, special sauce
- Spicy Crab Salad 8.5
  Salad with imitation crab stick, spicy mayo, sriracha sauce
- Soft Shell Crab Salad 12.5
  Salad with deep fried soft shell crab and special sauce

SUSHI BAR

- * Sashimi Regular 21.95
  7 pcs sashimi + spicy tuna or spicy salmon roll
- * Nigiri Regular 20.5
  7 pcs nigiri + spicy tuna or spicy salmon roll
- * Nigiri-Sashimi Combo 41.0
  7 pcs sashimi + 7 pcs nigiri + spicy tuna roll + spicy salmon roll
- * Tuna Party 18.5
  3 pcs sashimi + 3 pcs nigiri + tuna roll
- * Salmon Party 18.5
  3 pcs sashimi + 3 pcs nigiri + salmon roll
- * Yellowtail Party 18.5
  3 pcs sashimi + 3 pcs nigiri + yellowtail scallion roll

Bento Deluxe $28

CHICKEN | BEEF | BULGOGI | SALMON
SPICY PORK | EEL

- 3 pcs sashimi (raw) or 3 pcs nigiri (raw or cooked)
- 1 Super Crunch Roll
- Served with tempura & miso soup

MAIN DINNER

- Teriyaki Chicken $18 | Beef $20 | Salmon $20 | Eel $23 | Tofu $17
- Bulgogi Pan-fried beef with vegetables; extra meat +$4 ..... 20.0
- Spicy Pork extra meat +$4 ..... 18.0
- Galbi Marinated beef short rib 28.0
- Korean King Tonkatsu Deep-fried pork cutlet 17.5
- Bibimbap Bulgogi | Spicy Pork | Chicken | Tofu 16.0
  Comes in hot stone bowl (double protein +$4)
- Korean Fried Chicken Wing Soy | Spicy ..... 14 sm / 26 lg
- Spicy Tofu Stew Beef | Seafood | Both +$1 ..... 14.5
  Spicy soft tofu soup with beef, seafood, vegetable & egg
- Kimchi Stew add spam +$1 ..... 14.5
  Spicy korean soup with kimchi, pork & tofu
- Fried Rice Chicken | Shrimp | Kimchi (double topping +$2) 13.5
- Tteokbokki Add seafood +$5 or tempura +$5 ..... 13.0
  Stir-fried spicy rice cake and fish cake

DRINKS

- Coke, Diet Coke, Cherry Coke, Sprite 2.5
- Apple Juice 2.5
- Iced Green Tea 3.0
- Iced Tea 2.5
- Aloe Juice Original | Mango 3.0
- Inotea Bubble Tea Honeydew | Brown sugar 4.5
  Canned bubble tea with tapioca pearls (16.6oz)
- Cafe Latte Canned 3.0
- Sparking Water 3.0
- Hot Tea refillable 2.0

SIDE

- Steamed Rice 2.0
  White | Brown
- Sushi Rice 2.5
- Miso Soup 2.5

DESSERT

- Green Tea Cheesecake 6.0
- Mochi Ice Creem 2 pcs 5.5
  Green tea | Strawberry | Mango
- Deep-Fried Cheesecake 7.0

Vegetarian/vegan

* Contains raw seafood: Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food-borne illness

Poke Bowl

Cancun $10.95
Spicy cooked shrimp, avocado, cabbage, carrot, cucumber, edamame, pineapple, seaweed salad, mango on sushi rice

Hawaiian $10.95
Spicy crab salad, avocado, cabbage, carrot, cucumber, edamame, pineapple, seaweed salad on sushi rice

* **Salmon Poke** $11.95
Fresh salmon, avocado, cabbage, carrot, cucumber, edamame, pickled radish, seaweed salad on sushi rice

* **Tuna Poke** $11.95
Fresh tuna, avocado, cabbage, carrot, cucumber, edamame, pickled radish, seaweed salad on sushi rice

* **Triple Fish** $11.50
Fresh tuna, salmon and white fish, avocado, cabbage, carrot, cucumber, edamame, seaweed salad, on sushi rice

Veggie Bowl

Tofu $10.95
Tofu, avocado, cabbage, cucumber, carrot, edamame, picked radish, seaweed salad on sushi rice

Veggie Croquette $10.95
Veggie croquette, avocado, carrot, cabbage, edamame, pickled radish, seaweed salad on sushi rice

Sweet Potato $10.95
Sweet potato tempura, avocado, carrot, cucumber, edamame, pickled radish, on sushi rice

Signature Bowl

* **Salmon (Sake) Don** $18.95
Fresh salmon on sushi rice

* **Tuna (Tekka) Don** $18.95
Fresh tuna on sushi rice

* **T.S.Y.** $19.95
Fresh tuna, salmon, yellowtail on sushi rice

Unagi Don (Eel) $21.00
Eel on sushi rice

* **Roe Chirashi** $18.00
3 kind of Tobiko, smelt roe, salmon roe, tamago on sushi rice

* **Hwedeopbap** $19.50
Korean spicy poke; assorted sashimi, avocado, lettuce, spicy sauce on sushi rice

* **Chriashi Don** $18.50
Assorted fresh sashimi on sushi rice

- Add miso soup for $1 with all poke menu
- All special roll can be turned into a poke bowl

Choose 1 sauce (extra sauce $.50 each)

Ponzu, Teriyaki, Sriracha, Hot, Sweet Chili, Eel, Gochujang, White, Spicy Mayo

* Contains raw seafood: Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food-borne illness. Vegetarian/vegan

YORI 요리

SPECIAL ROLL

- Raw Rolls -

*** Spicy Triple Fish Roll** — $13.00
Spicy salmon roll topped with tuna, white tuna, black tobiko

*** Salmon on the Salmon Roll** — $12.00
Spicy salmon roll topped with salmon, scallions, spicy mayo

*** Tuna on the Tuna Roll** — $12.00
Spicy tuna roll topped with tuna, scallions, spicy mayo

*** Polar Bear Roll** — $11.95
Salmon crunch topped with escolar, tobiko, eel sauce, spicy mayo

*** Tuna Paradise Roll** — $13.00
Spicy white tuna roll topped with tuna, salmon, avocado, tobiko, sweet & spicy sauce

*** Cater Salmon Roll** — $11.50
Spicy salmon roll topped with avocado, masago

*** Cater Tuna Roll** — $11.50
Spicy tuna roll topped with avocado, tobiko

- Deep-fried Rolls -

Tempura California Roll — $6.95
Deep fried California roll with eel sauce

Dynamite Roll — $9.50
Deep fried California special roll with spicy crab salad on top, baked with eel sauce, spicy mayo, sriracha sauce

Sweet Chili Shrimp Roll — $12.50
Crab stick, cream cheese, avocado topped with deep fried shrimp, special sauce

Yam Yam Roll — $6.95
Spicy tuna, salmon, avocado, crab stick, tamago with eel sauce, spicy mayo, sriracha sauce, cream cheese

Las Vegas Roll — $9.50
Salmon & cream cheese topped with jalapeño, mango, eel sauce, spicy mayo, sriracha sauce

Sunday Morning Roll — $7.50
Salmon & avocado, cream cheese with eel sauce; deep-fried with panko

Monday Morning Roll — $5.50
Egg, crab stick, cream cheese, avocado & panko wrapped in seaweed without rice

Fiesta Roll — $8.50
Deep fried roll with crab stick, cream cheese, jalapeño, eel sauce, white sauce

- Cooked Rolls -

Dragon Roll — $12.95
Shrimp tempura roll topped with eel, avocado, eel sauce

Eel on the California Roll — $11.95
Special California roll with eel, eel sauce on top

Bulgogi Roll — $11.95
Marinated beef, lettuce, jalapeño, fried shallot, teriyaki sauce

Popcorn Lobster Roll — $11.95
California roll with deep-fried crawfish, eel sauce, spicy mayo

Salmon on the Beach — $11.95
Crab stick, avocado, cream cheese topped with baked salmon, scallion, brown sauce, hot sauce

Fantastic Roll — $7.95
Tempura shrimp, jalapeño with deep-fried crab stick, brown sauce

Baked Scallop Roll — $10.95
Baked California special roll with scallop, withe sauce, masago, eel sauce

Super Crunch Roll — $9.50
Tempura shrimp, crab stick, jalapeño, avocado topped with crunch, eel sauce, spicy mayo

Salmon Pizza Roll — $10.95
Baked with crab stick, avocado; topped with salmon, cheese, white sauce

Beef Teriyaki Roll — $11.95
Grilled beef, avocado, asparagus with teriyaki sauce

Chicken Teriyaki Roll — $10.95
Grilled chicken, avocado, asparagus with teriyaki sauce

Chicken Tempura Roll — $10.95
Deep fried chicken, avocado, cucumber with eel sauce

Crab Cake Roll — $10.95
Deep fried crab cake, avocado, cucumber with eel sauce

Crazy Dragon Roll — $11.95
Shrimp tempura roll topped with crab stick, avocado, eel, spicy mayo, sriracha sauce

Double Shrimp — $11.95
Shrimp tempura roll, topped with shrimp, avocado, eel sauce

Firecracker Roll — $11.95
Deep fried shrimp, crab stick, cream cheese topped with spicy crab salad, spicy mayo, sriracha, potato crunch

- Raw + Cooked Rolls -

*** Rainbow Roll** — $11.50
California special roll topped with 4 kinds of fish, avocado

*** Spicy Rainbow Roll** — $12.00
Spicy California special roll topped with 4 kinds of seafood, avocado, jalapeño, spicy sauce

*** Red Dragon Roll** — $11.95
Shrimp tempura roll topped with spicy tuna, eel sauce

*** French Kiss** — $7.95
Tempura shrimp, cream cheese, crab stick, smoked salmon, tuna with crunch, eel sauce, spicy mayo

*** White Dragon Roll** — $11.95
Shrimp tempura roll topped with escolar, avocado, white sauce, eel sauce, fried shallot

*** Salmon on the California Roll** — $11.50
Special California roll with salmon on top

*** Tuna on the California Roll** — $11.50
Special California roll with tuna on top

*** Caterpillar Roll** — $11.25
Eel, crab stick, cucumber topped with avocado, smelt roe, eel sauce

*** Lobster Roll** — $13.00
Deep fried lobster, crab salad, avocado, mango with eel sauce, white sauce, flying fish roe

*** Spider Roll** — $12.95
Deep fried soft shell crab, avocado, cucumber with eel sauce, smelt roe

*** Baked Lobster Roll** — $10.95
Spicy California special roll with eel sauce, crawfish, smelt roe with white sauce

*** Golden Dragon Roll** — $12.95
Shrimp tempura roll topped with salmon, avocado, eel sauce

- Cucumber Wrapped Rolls -

Hawaiian Roll — $8.50
Crab salad, pineapple, avocado wrapped in cucumber

*** Palm Spring Roll** — $11.00
Tuna, salmon, mango, crab salad, avocado, red tobiko wrapped in cucumber with ponzu sauce

Chef's Special Combo
$25.95

Your choice of any two rolls + egg roll

Beef Teriyaki Roll
Grilled beef, avocado, asparagus with teriyaki sauce

Chicken Teriyaki Roll
Grilled chicken, avocado, asparagus with teriyaki sauce

Bulgogi Roll
Marinated beef, lettuce, jalapeño, fried shallot, teriyaki sauce

Chicken Tempura Roll
Deep fried chicken, avocado, cucumber with eel sauce

Crab Cake Roll
Deep fried crab cake, crab stick, avocado, cucumber with eel sauce

Crazy Dragon Roll
Deep fried shrimp, spicy crab salad, cucumber, topped with crab stick, avocado, eel, spicy mayo, sriracha sauce

*** White Dragon Roll**
Deep fried shrimp, crab stick, cucumber topped with escolar, avocado, white sauce, eel sauce

Double Shrimp
Deep fried shrimp, crab stick, cucumber, topped with shrimp, avocado, eel sauce

Dynamite Roll
Deep fried California roll with spicy crab salad on top, baked with eel sauce, spicy mayo, sriracha sauce

Firecracker Roll
Deep fried shrimp, crab stick, cream cheese topped with spicy crab salad, spicy mayo, sriracha, potato crunch

*** Salmon on the California Roll**
Crab stick California roll topped with salmon, crab salad

*** Tuna on the California Roll**
Crab stick California roll topped with tuna, crab salad

*** Salmon on the Salmon Roll**
Spicy salmon roll topped with salmon, scallions

*** Tuna on the Tuna Roll**
Spicy tuna roll topped with tuna, scallions

Sauce & toppings

Add sauce ($.50)
white sauce
sweet brown sauce
spicy sauce
sriracha
sweet chili sauce
eel sauce
teriyaki sauce
spicy mayo sauce

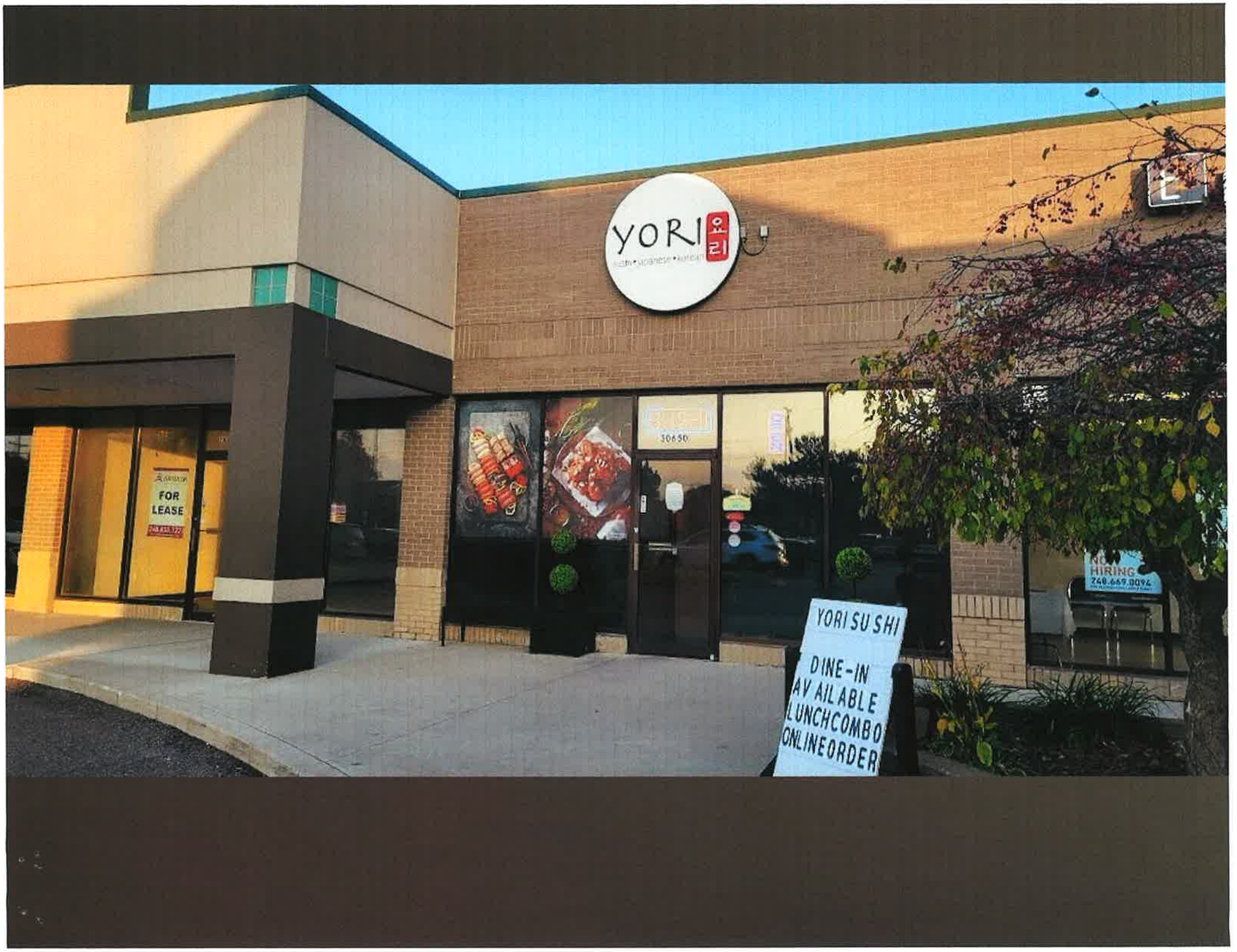
Add toppings ($1)
tempura crunch
potato crunch
fried shallot
jalapeno
mango
tobiko - *red, green or black* ($2.95)
masago ($2.95)
salmon roe ($2.95)

-Soy sauce bottles-

Regular — $5

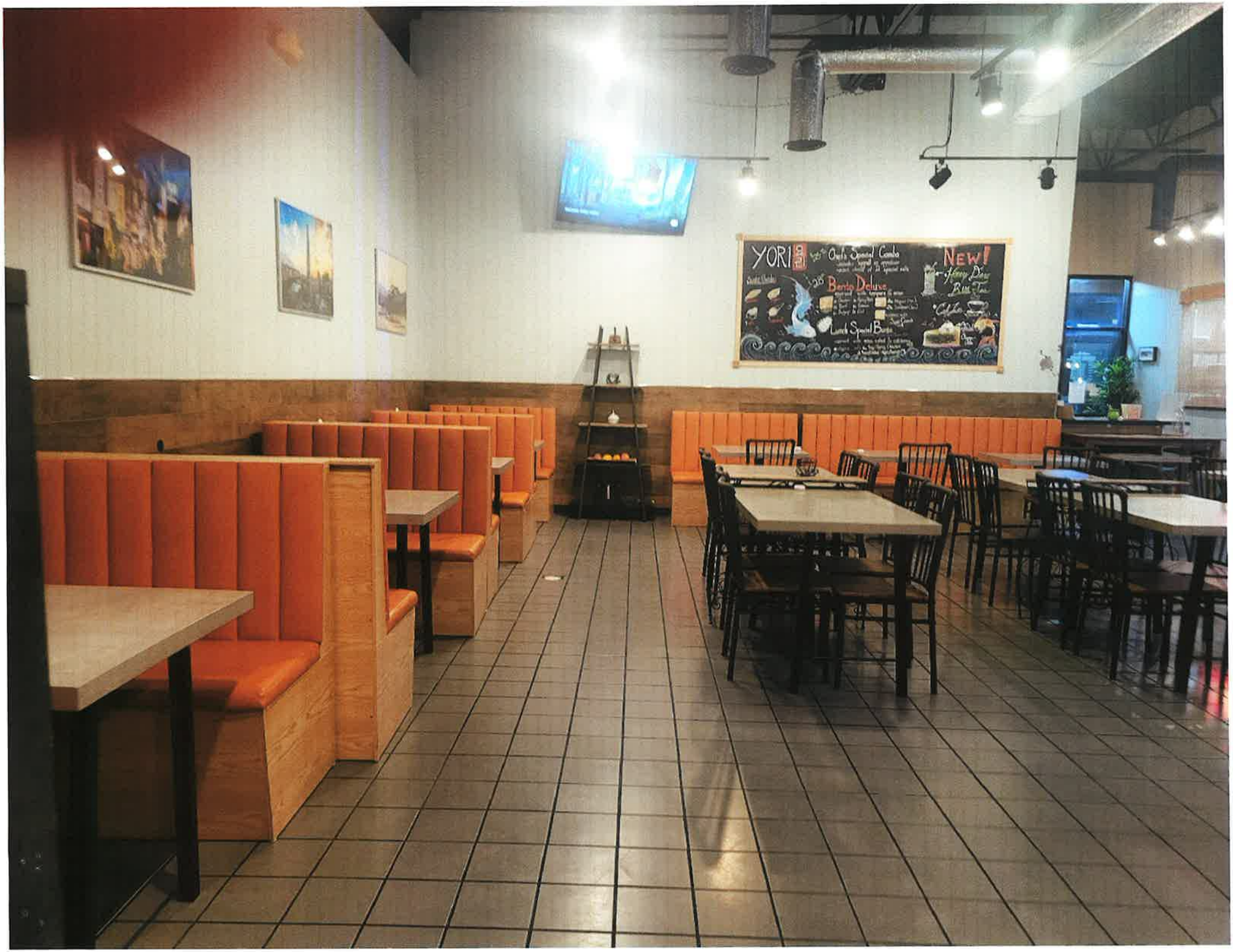
Less sodium — $8

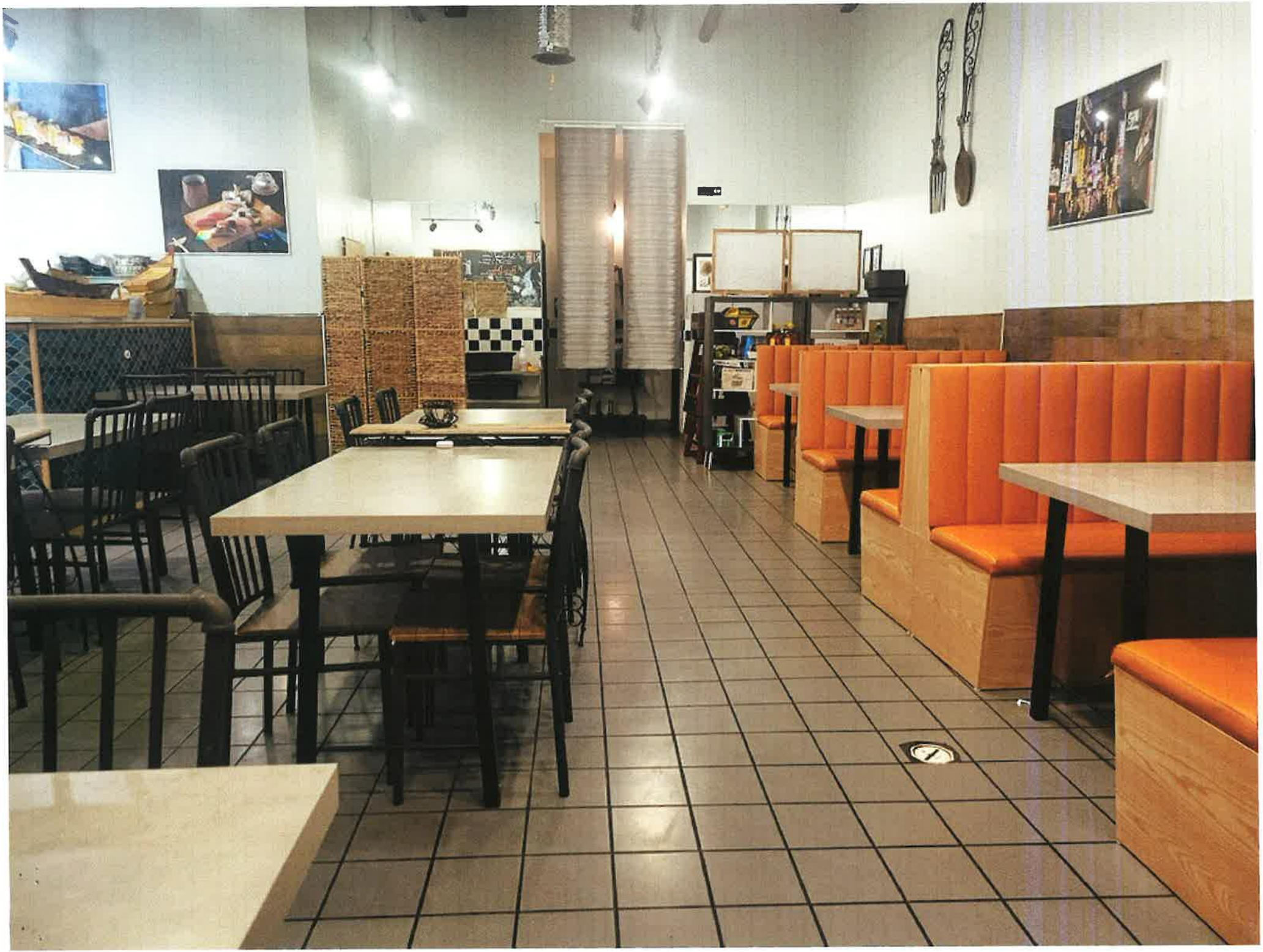
** Contains raw seafood: Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food-borne illness.*

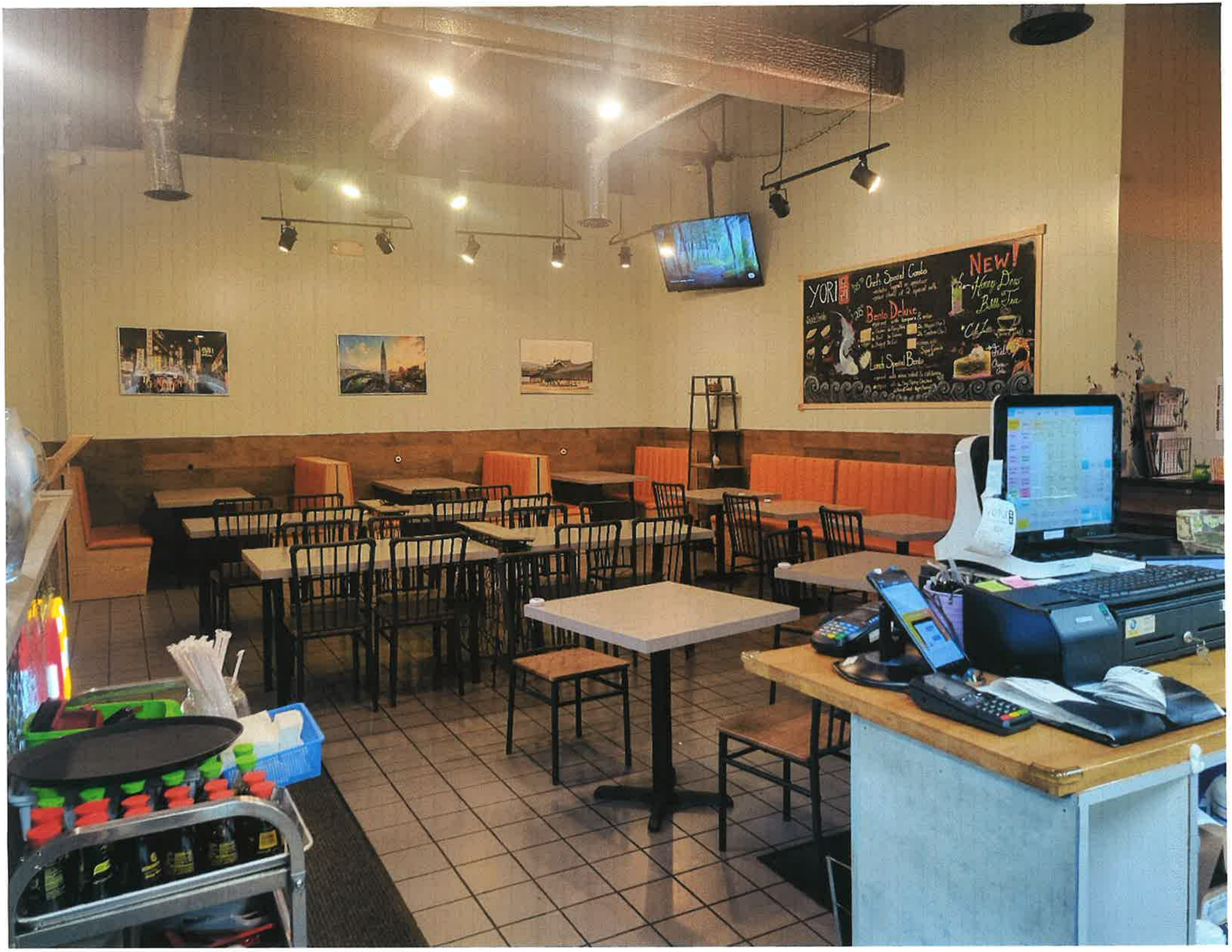

YORI
FOR LEASE
30650
YORI SUSHI
DINE-IN
AV AILABLE
LUNCHCOMBO
ONLINEORDER
HIRING
248.669.0092

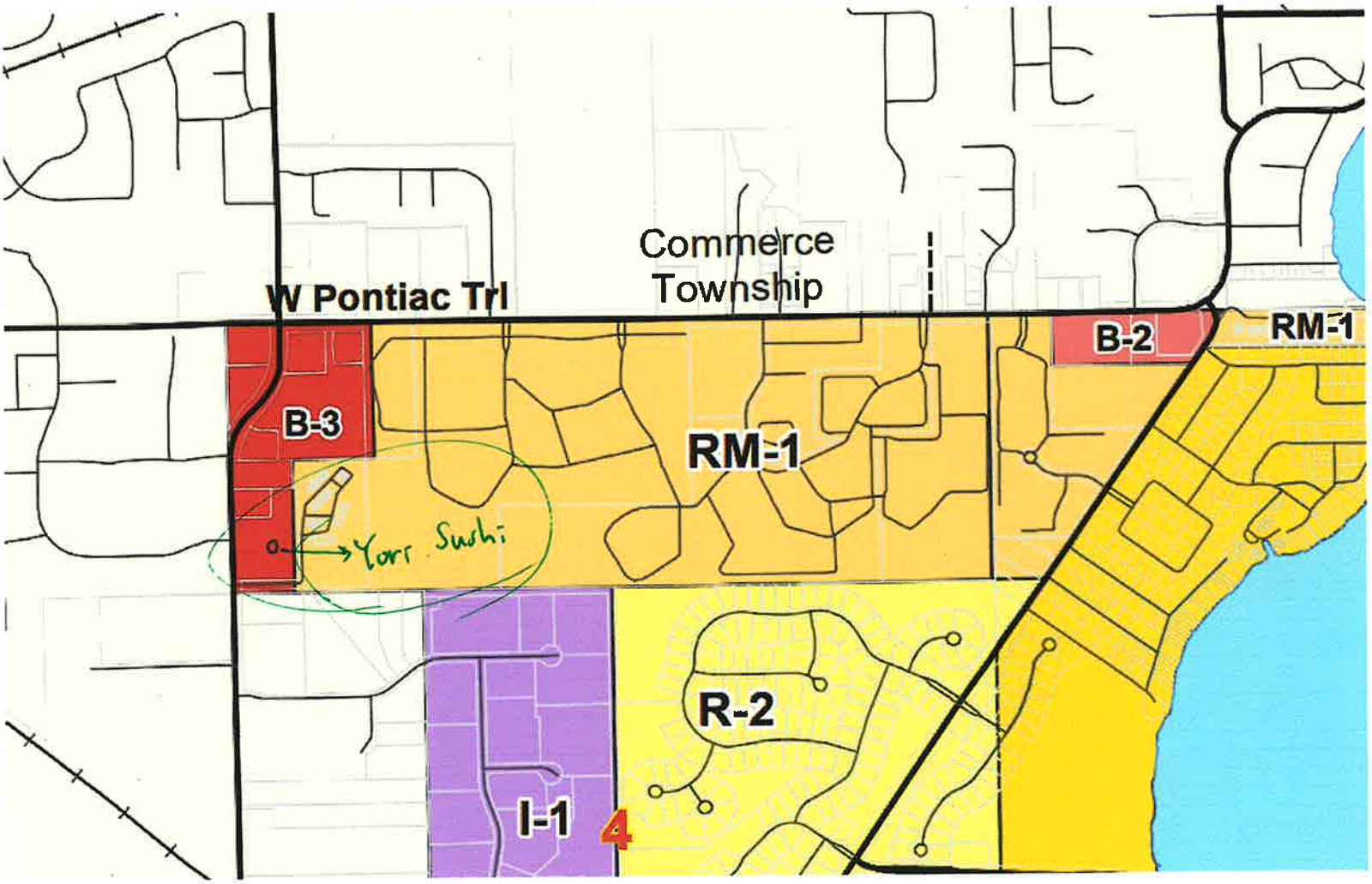
YORI
YORI SUSHI
DINE-IN
AVAILABLE
LUNCHCOMBO
ONLINEORDER

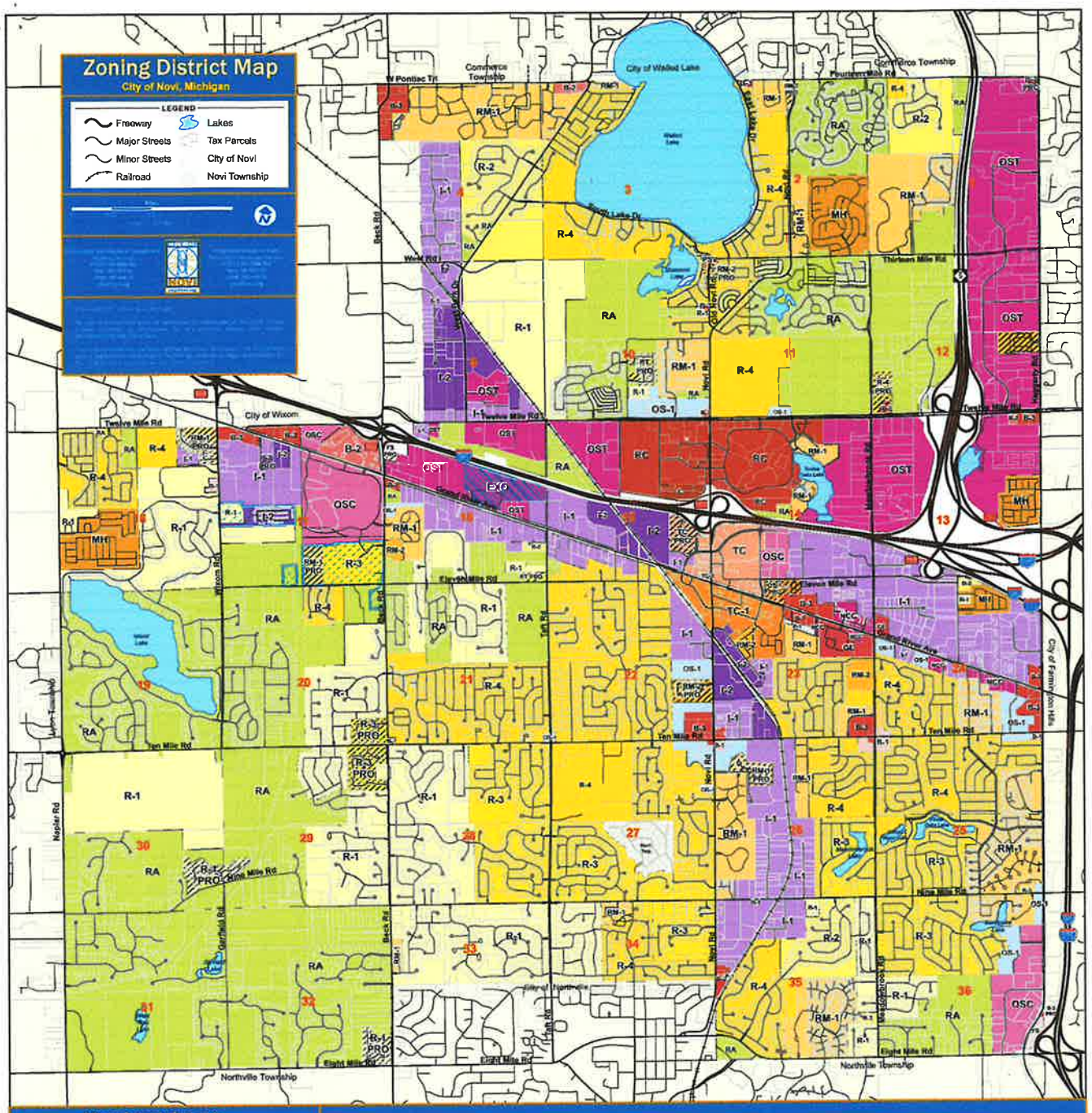
YORI
sushi • japanese • korean
30650
KOREAN FOOD
JAPANESE FOOD
NOW HIRING
248.669.0094
YORISUSHI
DINE-IN AVAILABLE
LUNCHCOMBO
ON LINE ORDER


YORI
Chef's Special Combo
NEW!
Bento Deluxe
Lunch Special Bento




YORI
Bento Deluxe
NEW!


Commerce
Township
W Pontiac Trl
B-3
RM-1
B-2
RM-1
Yorr Sushi
R-2
I-1
4



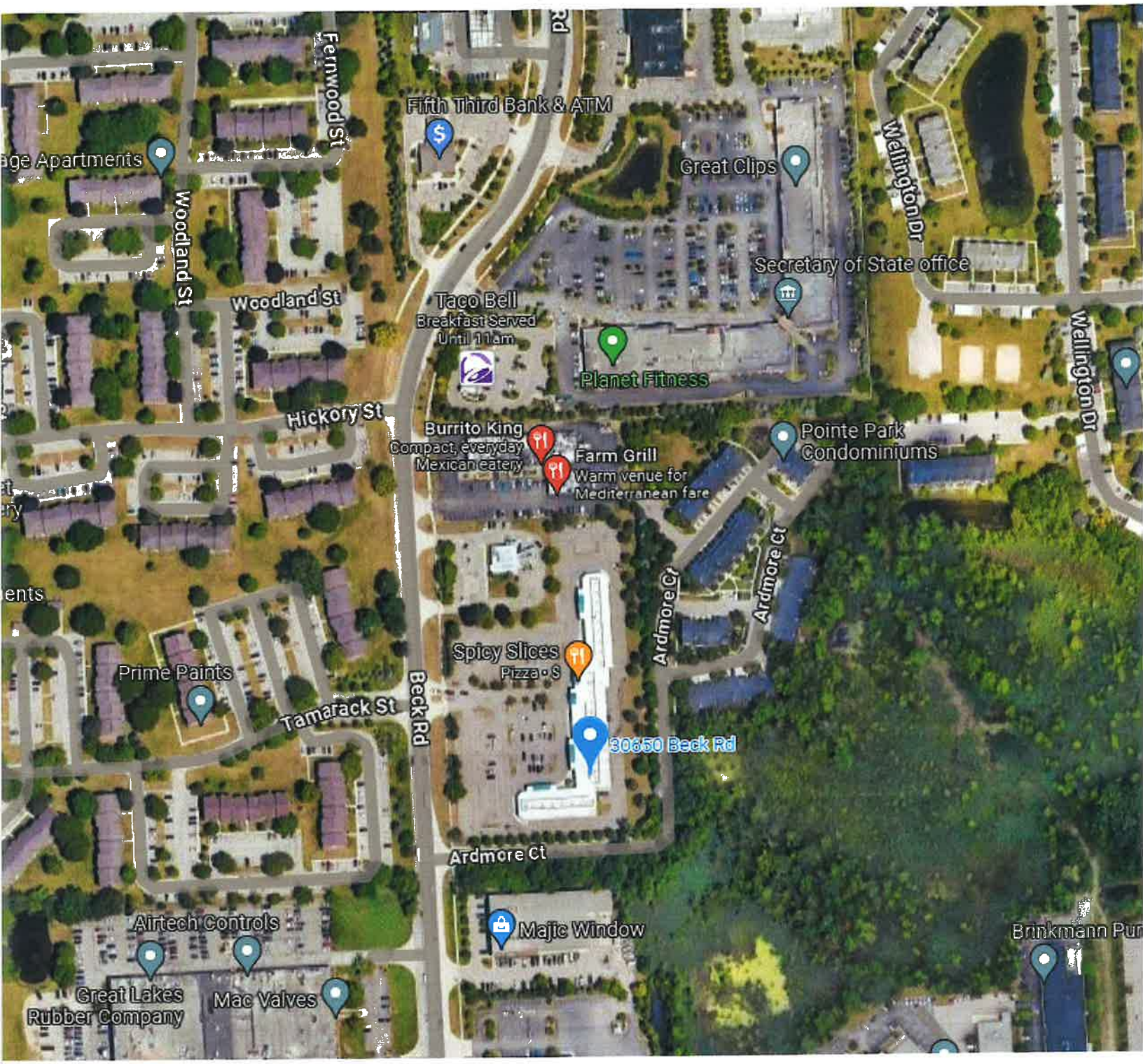
Map Amendments

Zoning Districts

- R-A: Residential Acreage
- R-1: One-Family Residential
- R-2: One-Family Residential
- R-3: One-Family Residential
- R-4: One-Family Residential
- RT: Two-Family Residential
- RM-1: Low-Density Multiple-Family
- RM-2: High-Density Multiple-Family
- MH: Mobile Home
- B-1: Local Business
- B-2: Community Business
- B-3: General Business
- C: Conference
- EXPO: Expo
- GE: Gateway East
- FS: Freeway Service
- I-1: Light Industrial
- I-2: General Industrial
- NCC: Non-Center Commercial
- OS-1: Office Service
- OSC: Office Service Commercial
- OST: Office Service Technology
- EXO: OST District with EXO Overlay
- RC: Regional Center
- P-1: Vehicular Parking
- PSV: Pavilion Shore Village
- TC: Town Center
- TC-1: Town Center-1

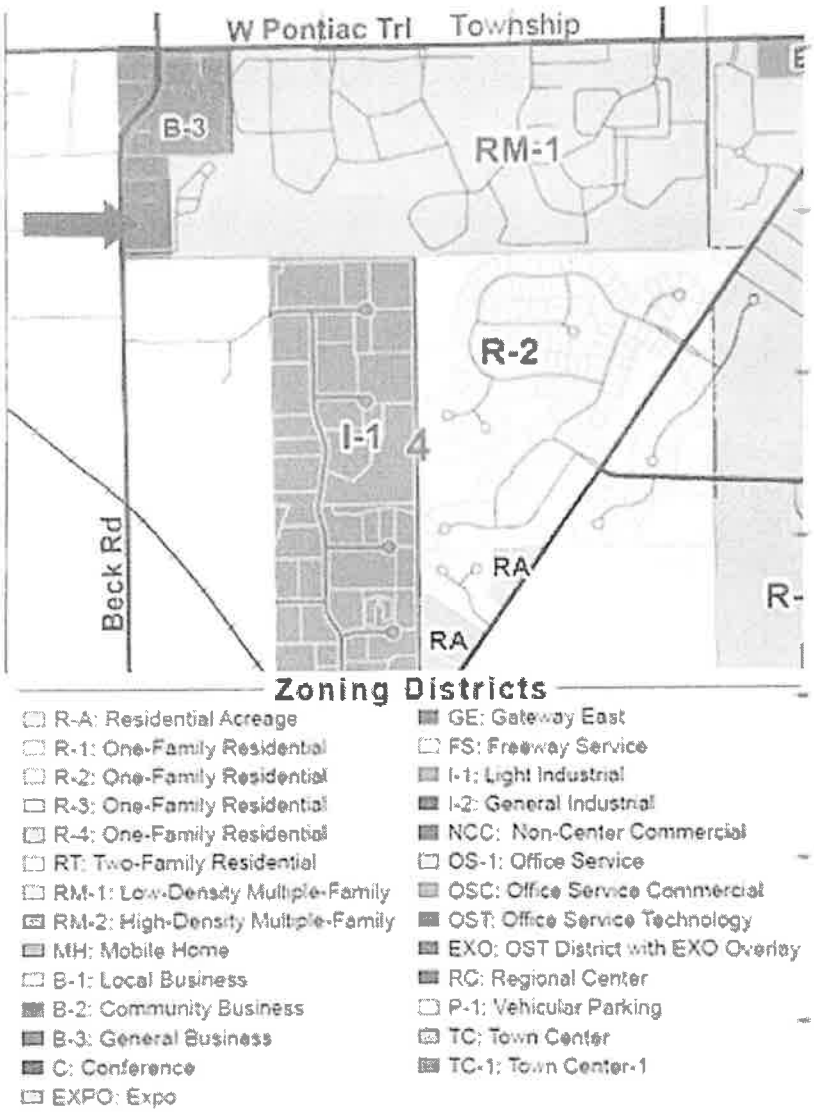
Zoning Overlays

Exposition (EXO) Planned Suburban Low-Rise (PSLR) Planned Rezoning (PRO)


Fernwood St
Fifth Third Bank & ATM
Great Clips
Wellington Dr
Woodland St
Woodland St
Secretary of State office
Taco Bell
Breakfast Served Until 11am
Planet Fitness
Hickory St
Burrito King
Compact, everyday Mexican eatery
Farm Grill
Warm venue for Mediterranean fare
Pointe Park Condominiums
Ardmore Ct
Ardmore Ct
Spicy Slices
Pizza • $
Prime Paints
Tamarack St
Beck Rd
30650 Beck Rd
Ardmore Ct
Majic Window
Airtech Controls
Great Lakes Rubber Company
Mac Valves

Zoning

The subject site is zoned B-3, General Business District. The following image provides an excerpt of the applicable zoning map:



The Novi zoning ordinance notes the following regarding the B-3 district:

CITY OF NOVI
cityofnovi.org

Receipt: 13313 01/31/24
Page

The sum of: **$1,210.00**

YORI SUSHI

30650 BECK RD
NOVI MI 48377

LIQUOR		**1,210.00**
	Total	**1,210.00**

TENDERED:	**CHECKS**	**139**		**1,210.00**

Signed: _____

MEMORANDUM

cityofnovi.org

TO: Melissa Morris, Deputy City Clerk

FROM: Charles Boulard, Director of Community Development

SUBJECT: YORI SUSHI

DATE: 03/15/24

The property located at **30650 BECK RD** has received a Special Inspection permit **(PSI24-0019)** for the purpose of:

- ☐ Auctions
- ☒ Liquor license
- ☐ Arcade license
- ☐ Massage license
- ☐ Outdoor gathering
- ☐ Outdoor seating
- ☐ Other: _____

The Community Development Department has the following recommendation:

- ☒ Approved
- ☐ Approved with conditions (listed below)
- ☐ Not approved

Conditions:

If you have any questions, do not hesitate to contact me at (248) 347-0423.

Thank you!

MINUTES
SPECIAL LAND USE HEARING
CITY OF NOVI
March 1, 2024 10:00 AM
Mayor's Conference Room | Novi Civic Center
45175 Ten Mile Road

Present: Charles Boulard, Director of Community Development; Jeff Herczeg, Director of Public Works; Jan Ziozios, Deputy Assessor; Nina Schaffrath, Recording Secretary; Haejin Ju, Yori Sushi; Sharron Ann, English Interpreter

Applicant: Yori Sushi

Hearing called to order at 10:00 A.M.

Correspondence Received: None

Public Participation:
None

1. PSLU24-0003- 30650 Beck Road – Parcel Number: 50-22-04-100-032
The applicant **Yori Sushi** is requesting Special Land Use approval at **30650 Beck Road** parcel number **50-22-04-100-032**. The applicant is requesting approval to use a portion of the parcel for service of alcoholic beverages in accordance with Section 4.89 of the Zoning Ordinance.

Yori Sushi is asking for a Special Land Use approval for the service of alcoholic beverages. The representative for Yori Sushi, Haejin Ju – through her interpreter, Sharron, states that Yori Sushi would like to add the sale of alcohol to their restaurant to try and bring in more people to build a stronger customer base. She states that there will not be immediate change in hours of operation, however, if needed they may expand their weekend hours from closing at 9:30 p.m. to closing at 10:00 p.m. Ms. Ziozios asked what kind of alcohol they would be serving, Ms. Ju states that they would be serving Sake, Suju (in various flavors) and beer. Ms. Ju states that the service of alcohol would just be an extra added on service, but a full bar will not be available. Mr. Herczeg asked if they expected an increase in traffic in the area, Ms. Ju responded no, she doesn't expect there will be an increase in traffic, that the area is already a high traffic area. Mr. Boulard asked if there would be any training within the staff. Ms. Ju responded that yes, all staff would go through individual and group training on the service of alcohol as well as Serv Safe training. Ms. Ju also states that there will be one person in charge of all the alcohol stock to make sure it is handled responsibly. Mr. Herczeg says DPW has no objection to Yori Sushi serving alcohol and made a motion to approve the Special Land Use for a liquor license for Yori Sushi in accordance with section 4.89 - 4-A, 4-B, and 4-C of the City of Novi Zoning Ordinance. Ms. Ziozios agrees and states that the Assessing Department has no objections and seconds the motion. The motion passed 3-0.

IN CASE NO. PSLU24-0003 Motion to recommend approval, because:
1. **The proposed establishment will promote the City's economic development goals and objectives, and will be consistent with the City's master plan and zoning ordinance**
2. **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 with in the City or that would be unique to the City or to an identifiable area within the City and that the addition of the use or proposed change in use will be an asset to the area.**

3. **The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, 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.**

Motion approved 3-0 Voice Vote.

Meeting was adjourned at 10:20 a.m.

A public hearing was held on March 1, 2024, at 10:00 a.m. in the Novi Civic Center for consideration of the Special Land Use (SLU) request for approval for service of alcoholic beverages at the existing restaurant Yori Sushi, in accordance with section 4.89 of the Novi Zoning Ordinance. The Community Development Department has reviewed the required application and plans and found the documents to be complete. Jan Zozios, Deputy Assessor, Charles Boulard, Community Development Director and Jeff Herczerg, Director of Public Works, considered the request in accordance with the standards for review specified in Section 4.89 of the Zoning Ordinance and determined to forward a recommendation to City Council for approval of the Special Land Use.

February 21, 2024

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

City Clerk
Cortney Hanson

TO: Cortney Hanson, City Clerk

FROM: Fire Marshal – Kevin Pierce

SUBJECT: -Liquor Business License –
Yori Sushi

A fire inspection has been conducted at the above business located at 30650 Beck Rd, Novi MI 48377 and the business has been found to be in compliance with the adopted fire prevention code. The Liquor License for 2024 is recommended.

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

MEMORANDUM

TO: MELISSA MORRIS, DEPUTY CITY CLERK

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

INITIATED BY: MICHAEL BENDER, DETECTIVE MB

SUBJECT: CLASS C LIQUOR LICENSE APPLICATION, YORI SUSHI

DATE: FEBRUARY 12, 2024

Liquor License Request:

E&S Global Inc. is requesting a Class C license, operating as Yori Sushi, located at 30650 Beck Road, Novi, Michigan 48377.

Applicant/Background Information:

This application is being sought by Haejin Ju, the owner of Yori Sushi. Yori has over three years of experience being an owner and chef of a successful Japanese restaurant. Yori brings comprehensive skills in alcoholic liquor business management, general management, financial oversight, customer relations, and adaptability to industry trends.

Criminal History/Police Contacts:

ICHAT was run on which returned with no record. There were no negative CLEMIS contacts with Haejin Ju or Yori Sushi.

Delinquent Tax Search

There are no delinquent taxes for this address.

Michigan Liquor Control Commission (MLCC):

There are no active violations.

Financial Review:

Based upon the financial data provided by the corporation, no issues were found to prevent the liquor license application process from proceeding.

Summary:

Based on the information provided and the subsequent liquor investigation, I find no reason to deny the applicant's request. This request requires the approval of the Novi City Council.

C: Victor Cardenas, City Manager

AGREEMENT REGARDING LIQUOR LICENSE

This Agreement made as of the date of the last signature on _____, by and between THE CITY OF NOVI, a municipal corporation, with offices located at 45175 W. Ten Mile Road, Novi, Michigan 48375, hereinafter known as "THE CITY", and _____, owners of _____, whose address is _____, Novi, Michigan _____, hereinafter known as "APPLICANT."

R E C I T A L S:

A. The City Council of THE CITY, approved a Resolution to recommend to the Michigan Liquor Control Commission, approval of the issuance of THE CITY'S Class C Liquor License (hereinafter "License") from THE CITY'S quota for the APPLICANT, to be located at _____, Novi, Michigan _____ (hereinafter "PREMISES").

B. To assure that APPLICANT'S representations that were made to and relied upon by the City Council of THE CITY in approving the Resolution were honored and enforceable by THE CITY, its City Council separately directed that the signing and delivery of the Resolution be deferred until the City Attorney had approved one or more agreements guaranteeing the License would stay in THE CITY, with this Agreement and the PREMISES.

IT IS THEREFORE AGREED:

1. In the event APPLICANT should cease operating its restaurant and/or cease to use the License at the PREMISES for any reason whatsoever for a period in excess of ninety (90) consecutive days without the written consent of THE CITY, then APPLICANT shall immediately proceed to place the License in escrow as provided in subsection (a), or return and request termination of the License under subsection (b) if it

has not been removed from escrow as provided in subsection (a) within five (5) years of being placed in escrow. In recognition that notwithstanding the requirements of this Agreement, the Michigan Liquor Control Commission could approve a transfer of the License to a location outside of THE CITY as currently provided in MCL 436.1521(1), as amended, if the License is required to be placed in escrow by this Agreement or the Michigan Liquor Control Act, APPLICANT agrees that after notice and an opportunity for APPLICANT to be heard, the City Council may object to renewal of the License by the Michigan Liquor Control Commission in accordance with the provisions of the Michigan Liquor Control Act and specifically MCL 436.1501(2), as amended.

a. APPLICANT shall place the License into escrow with the Michigan Liquor Control Commission and maintain same in good standing with the Michigan Liquor Control Commission, conditioned on and with APPLICANT agreeing to take whatever steps are necessary to cause the License to remain in THE CITY, by APPLICANT using the License itself at another location within THE CITY, selling or transferring the License to the OWNER or a successor tenant for use at the PREMISES as provided in the attached Lease or selling or transferring the License to another entity for use at another location in THE CITY.

b. APPLICANT shall return the License to the Michigan Liquor Control Commission and request that its rights to the License be terminated and that the License not be placed or continued in escrow but instead be returned to THE CITY to be added to its available quota Class C Licenses.

2. The parties also agree that in the event of a fire loss or some other type of event causing physical damage to the APPLICANT'S restaurant at the PREMISES and which results in a temporary closing of the APPLICANT'S business exceeding the ninety (90) consecutive days stated herein while the premises are being repaired or renovated, then same shall not be considered a violation of any of the conditions of this Agreement.

3. APPLICANT agrees that the City Council shall not approve the transfer of the License within three (3) years of the date of the original issuance of the License. The City Council may, but is not required to, excuse the above limitation for any of the following reasons:

(1) If the License holder is a natural person, he or she dies or becomes incapacitated.

(2) If the License holder is a corporation, the majority shareholder dies or becomes incapacitated, or the corporation dissolves for reasons other than to transfer the License.

(3) If the License holder is a limited liability company, the company dissolves for reasons other than to transfer the License.

(4) The License holder and the proposed License transferee establish that the transfer of the class License shall not result in profiteering.

(5) The application of this limitation will subject the APPLICANT to financial hardship due to no fault of the APPLICANT, such as a change in the business climate, illness or death, labor or supply problems, and/or other factors outside the APPLICANT'S control.

Unless excused by the City Council as provided above, in the event a License is proposed for transfer within three (3) years from the date of issuance, the APPLICANT agrees that the Michigan Liquor Control Commission shall terminate the License and the City Council may approve the issuance of a new License to a new Applicant without any compensation to the Licensee who placed the License into escrow; provided, however, prior to the approval of such issuance to a new Applicant, the person or entity who placed the License into escrow shall be afforded written notice and an opportunity to be heard, and all objections raised at the hearing shall be resolved (at the Michigan Liquor Control Commission or in the circuit court if necessary) prior to issuance of the License to a new Applicant.

4. APPLICANT agrees that the recommendation of approval agreed upon by the City Council is not a property right and was approved upon the express and continuing condition that the requirements and conditions set forth in this Agreement shall be maintained and not violated by APPLICANT.

5. APPLICANT agrees that after notice and an opportunity for APPLICANT to be heard, a finding by the City Council that a violation of a requirement or condition set forth in this Agreement has occurred, shall be grounds for the City Council to request revocation and/or object to renewal of the License by the Michigan Liquor Control Commission in accordance with the provisions of the Michigan Liquor Control Act and specifically MCL 436.1501(2), as amended.

6. APPLICANT acknowledges that the agreements contained herein are unique and in the event it violates one or more of those agreements, THE CITY would not be adequately compensated by damages or resorting to the remedies described in Paragraph 5, and therefore agrees that the terms and conditions of this Agreement

shall be specifically enforceable by THE CITY by action for such relief in the Oakland County Circuit Court for the State of Michigan and that if THE CITY prevails in such an action, it shall be entitled to an award and judgment that APPLICANT pay THE CITY'S costs and attorney fees incurred.

Witnesses:

_____

_____

APPLICANT:

_____
By:
Its:

Subscribed and sworn to before me
this _____ day of _____, 20__

_____
Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission expires: _____

Witnesses:

_____

_____

THE CITY:

_____
By: Justin Fischer, Mayor

_____
By: Cortney Hanson, Clerk

Subscribed and sworn to before me
this _____ day of _____, 20__

_____
Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission expires: _____

CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Consideration of the request of E & M Holdings, LLC, (Society Hill) to amend the 2001 Consent Judgment relating to a previously approved multi-family development located at 12 Mile and Novi Roads.

SUBMITTING DEPARTMENT: Community Development Department - Planning

BACKGROUND INFORMATION:

The applicant is proposing changes to the Society Hill development that was originally approved in 1999. Society Hill is associated with a 2001 Consent Judgment with the City. The Consent Judgment states that the site plan approved in 1999 was to remain in effect for 5 years from the date of execution, after which time the applicant would need to seek approval annually from City Council to extend the final Site Plan approval. Each year since 2006 the applicant has requested, and City Council has granted, the site plan extension, **so the 1999 site plan remains an approved project that could be built**.

The applicant has submitted a new plan for review by City Council to consider and is asking the City to amend the Consent Judgment in order to approve it instead of the 1999 plan. Like the 1999 Plan, the new proposal is for the development of the 33.89-acre property west of Novi Road and south of 12 ½ Mile Road. It proposes to utilize the existing RM-1 Low Density Multiple Family zoning with the available Planned Development Option (PD-1) as designated on the Future Land Use Map. The proposed new plan includes 463 units in mid-rise apartment buildings and attached townhouses. The five apartment buildings would each be 5-stories tall (including ground level parking), with a total of 363 apartments ranging in size from 617 square foot studios to 1,329 square foot three-bedroom units. Sixteen townhome buildings on the north side of the site would have 100 residences with garages – 80 of those in three-story buildings and 20 in 2.5-story buildings. Sixteen of the townhome units would provide a ground floor primary bedroom suite.

Indoor and outdoor amenities are proposed for the residents of the site. The central building (E) contains 15,000 square feet of indoor space for a fitness center, spa facilities, café/bistro, community lounge, co-working space, conference rooms, community kitchen with dining area, library, and an indoor/outdoor terrace on the top

floor overlooking the outdoor space. The outdoor amenities consist of two pools, a turf soccer field, tennis courts, sports court, pickleball courts, playground areas, dog park, and over two miles of walking path through the site. The chart below compares the approved 1999 Plan to the proposed 2024 plan to be considered.

	1999 Plan (Existing Development Approval)	**Current Plan (Proposed Development)**
Zoning	RM-1 Low Density Multiple Family with PD-1 Option	RM-1 Low Density Multiple Family with PD-1 Option
Land Area	33.89 acres	33.89 acres
Number of Buildings	23	21
Number of Units	312	463
Room Count	1,264	1,359
Average Unit Size	1,758 square feet	1,220 square feet
Lot Coverage	Not known	14.84%
Building Height	2 and 3 story	5 stories
Number of Parking Spaces	693	942
Parking Ratio	2.22 spaces/unit	2.03 spaces/unit
Wetland Impacts	0 acres	0.847 acres
Wetland Mitigation	N/A	0.923 acres on-site Some off-site/payment (needs clarification)
Woodland Impacts	1,062 trees	1,338 trees (82 are off-site on City-owned parcel)
Stormwater Management	All on-site	On-site and Use of City-owned parcel 22-10-400-005
Usable Open Space	~ 1 acre programmed outdoor 0% of units had private outdoor space	6.64 acres programmed outdoor 98% of units have private outdoor space
Traffic Impact	1,978 trips per day (per 1996 Traffic Study)	2,162 trips per day (per 5/24/24 F&V Trip Generation Analysis)
Curb cuts	1 on Novi Road, 1 on Twelve ½ Mile Road	2 on Novi Road, 1 on Twelve ½ Mile + 2 emergency access points

The City's staff and consultants reviewed the latest proposal and provided written comments to the applicant on May 2nd. Since that time, staff has met with the applicant and discussed many of the issues raised in the review letters. As a result of that discussion, and additional information provided by the applicant, staff has taken the opportunity to revise and update the initial review letters, as follows:

- The City's wetland consultant has provided a memo updating some of the initial comments based on additional information received from the applicant confirming the character and locations of the regulated wetlands.
- The Planning Review has been revised in a few locations to address new information.
- Engineering has provided a revised letter, including discussion for the need for soil borings to verify the viability of the locations proposed for the stormwater management ponds.

All review letters, as revised, are attached to this packet item.

DEVIATIONS FROM ORDINANCE STANDARDS

In the review of the 2024 Plan provided, City's staff and consultants have identified the following items as non-compliant with our current Codes and Ordinances. Staff's position and/or justification are noted in **Bold Underline**:

1. Maximum Length of Buildings (Sec. 3.8.2.C): The ordinance states building lengths cannot exceed 180 feet. If exceeded, the ordinance allows the Planning Commission to modify the length requirement up to 360 feet if there are recreational or social common areas with a minimum capacity of 50 persons within the building and if building setbacks are increased an additional foot for each 3 foot of building length over 180. Buildings A, B, C, D, E, 3 and 4 each exceed 180 feet. No additional building setbacks are proposed to offset the building lengths. Building E, at 492 feet, also exceeds the maximum length of 360 feet. Only building E appears to have recreational or social common areas with a minimum capacity of 50 persons. All buildings in the 1999 Plan complied with maximum length. **Staff supports the deviation because there are variations in building projections that reduce the appearance of length along the Novi Road frontage.**

2. Shoreline Setbacks (Sec 3.31.6.B.iv.e): "A minimum yard setback of 100 feet shall be provided from any lake shoreline including natural or manmade water bodies. Stormwater retention facilities shall be considered as shoreline when they are designed and developed as an integral part of the site's landscaped open space." The site plan locates several buildings, drive aisles and parking areas within about 50 feet of Wetland A and the northeastern stormwater basin. **Staff supports the deviation because this setback is an atypical standard as applies to "manmade water bodies," including stormwater retention facilities, only found in the PD-1 district. In multifamily districts, the standard setback from natural shoreline is 150 feet. However, in other districts only the 25-foot wetland buffer setback is observed. Buildings in Charneth Fen and Carlton Forest are less than 100 feet from the same wetland.**

3. Building Setbacks (Sec. 3.1.7.D): Along the western property line, buildings are 50 to 60-feet from the property line rather than the required 75 feet. It appears that all buildings in the 1999 Plan complied with building setbacks. **Staff supports the deviation as the adjacent buildings are similar in size/height to the existing development to the west, and some landscape screening is present.**

4. Parking Setbacks (Sec. 3.6.2.B): A minimum parking setback of 20 feet is required from interior side and rear lot lines, and front/exterior parking setbacks are to comply with the minimum building setback. For Novi Road, that would be 75 feet. In the 1999 Plan the parking complied with setback requirements. **Staff supports the deviation to allow 14.4-foot setback along the south side of the property with the condition that landscaping and other screening be provided, and 20 feet along Novi Road.**

5. Building Orientation *(Sec. 3.8.2.D):* A Zoning Ordinance deviation is requested to revise the required minimum orientation for buildings along the perimeter of the property from 45 degrees for Buildings A, 12 and 15. In the 1999 Plan, it appears 4 buildings would not have met the minimum required orientation to the property line. **This deviation is supported as it allows a more efficient use of space, and therefore potentially less disturbance of natural features.**

6. Yard Setback Area *(Sec. 3.8.2.D)*: "Within any required front, side or rear yard setback from any property line in an RM-1 or RM-2 district, not more than 30% of such yard area shall be used for off-street parking, maneuvering lanes, service drives or loading areas." The applicant has provided an overall calculation for the entire site rather than treating each yard separately. **The applicant's revised calculations to indicate a deviation is needed for the Front Yard coverage of 33.26%. Staff supports the relatively minor deviation.**

7. Distance Between Buildings (*Sec. 3.8.2.H)*: A Zoning Ordinance deviation is requested to allow the calculated minimum distance between buildings to be less than required in seven locations. This calculation is made using a formula measuring the height and length between adjacent buildings, with a minimum distance of 30 feet required. **Based on the information provided by the applicant, the deviations for the seven locations range from 32.47 feet to 1.7 feet. Staff supports the deviation as this is a more urban-style development and will not be detrimental to the overall project or general public.**

8. Number of Parking Spaces (Sec. 5.2.12.A*)*: Given the unit mix proposed, the number of required parking spaces is 964 according to the standards for a multifamily development (2 spaces per studio/1- and 2-bedroom unit, 2.5 per each 3+ bedroom units). The site plan proposes 942 spaces in both garage and surface lots. The applicant requests a deviation for the deficiency of 22 spaces. **Staff supports the relatively minor deviation to reduce impervious surface area on the site.**

9. Wetland Impacts: Delineated wetlands are not consistently labeled and/or indicated on all sheets within the plan set, nor is the type of wetland (emergent, scrub-shrub, forested) indicated—this can and should be corrected on future submittals. On Sheet 15, total wetland impacts are calculated as 0.847 acre, with approximately 1.519 acres of mitigation required. The plan indicates 0.922 acre of mitigation is proposed to be provided on-site. The applicant's response letter states that the remaining 0.597 acres of required mitigation is "to be provided through purchase of credits from an EGLE approved wetland mitigation bank." **The applicant has also, since the last Council meeting, proposed to provide a conservation easement over existing woodland areas on the off-site parcel currently owned by the City (i.e., if it is conveyed to the applicant) and/or the peninsula within the large wetland area on-site (approximately 0.5-1.5 acre area depending on which area, or if both areas are preserved).**

   This is not consistent with the City's Wetland and Watercourse Protection ordinance (Chapter 12 of the Code), which requires mitigation on-site, or off-site within the City's jurisdiction. The applicant also indicated that it does not want to provide conservation easements for preservation of the wetland mitigation areas constructed on-site. **However, if the amended Consent Judgment clearly states that wetland mitigation areas, as well as remaining wetlands, are to be preserved, Staff could support the lack of separate conservation easements. Initially City Council needs to determine whether to allow the deviation to purchase wetland bank credits in lieu of providing mitigation within the City for the full amount of mitigation required. Staff believes that the applicant should provide mitigation within the City.**

10. Traffic Study (Sec. 3.31.4.A.iii): The PD-1 Option requires a Traffic Study to be provided, regardless of site size, in accordance with the requirements set forth in the Site Plan and Development Manual. The applicant did a traffic study in connection with the 1999 plan. The applicant provided a Trip Generation Analysis to show that when compared to the 1999 proposal, the number of trips generated by the new proposal does not meet the threshold for requiring a "new" Traffic Study. The City's Traffic consultant responded by indicating that traffic conditions in the project area have changed considerably since 1999—specifically, both the number of developments and the roadway networks are significantly different than they were 25 years ago. Peak hour trips in both the AM and PM are almost 2-times the threshold for study, and daily one-directional trips are nearly 3-times the threshold for study. The most recent Traffic Study found in our files from 1996 (with an assumption of 300 units) had estimated daily trips to be approximately 1,900. The initial estimate from the applicant's consultant for the proposed plan estimated 2,900 daily trips. Hence, the initial indication by the City's Traffic Consultant that a new study would be needed.

    The applicant responded to that indication by saying that a traffic study should not be required because the "new" proposed development adds very little additional traffic to what the applicant is already allowed as a result of its development (i.e., by the 1999 plan approval). That "miniscule" additional traffic, according to the applicant, should not trigger a whole new traffic study.

Following the initial review and completion of the review letter, the City's Traffic Engineering Consultant attended a meeting and conferred with the applicant's Traffic Consultant to determine if there could be a resolution to this issue. **After discussing the trip generation issue,** Staff and the City's traffic consultant can now support the waiver of the **full** Traffic Study.

However, the 2024 plan now shows 2 access drives on Novi Road where only one was shown before. Both access drives are going to require some left lane improvements—opening the median in two spots. The question becomes whether the traffic on Novi Road merits making those lane openings bigger/longer. And to know the answer to that, the City needs to know what the traffic on Novi Road is now, and how many vehicles are turning into each entrance. Hence the need for a traffic study of some kind that isn't caused by the number of new trips but by the different access plan now being proposed. In particular, the City needs an access point study that has ***data*** to answer questions like:

- Do they need accel/decel lanes, and if so, how long?
- Where they are proposing a median opening, what traffic control treatments are needed to control those movements—for example, how long of a turning bay length is required for stacking?
- Have they checked the warrant for a new traffic signal given that new access point?

11. Major Drives (Sec. 5.10.1.B): Based on the ordinance definition nearly all private drives through the site would be classified as Major Drives if they exceed 600 feet (currently shown as Reserve Blvd, Society Hill Drive, Society Hill Blvd). "Angled and perpendicular parking spaces may be accessed directly from a minor drive or parking lot aisle, but not from a major drive." Perpendicular parking is shown throughout the site on major drives. The 1999 Plan had some areas of visitor parking that were perpendicular to the major drives. Major drives are also required to be a minimum of 28-feet wide; however the plan proposes a 24-foot width in several locations where adjacent to parking spots. **Staff supports the deviations as the narrower streets and presence of parking can serve to calm traffic, causing slower speeds.**

12. Building Setbacks from Parking (Sec. 3.8.2.F & Sec. 5.10.1.B.vi): Both ordinance sections prohibit parking spaces to be within 25 feet of any wall of a dwelling structure. In several locations parking is closer than 25 feet from the building, and in some cases as close as 12 or 14 feet. It is unclear if the 1999 Plan had parking within 25 feet of the buildings as dimensions were not indicated clearly, and the scale is not accurate. **Staff supports the deviation requests, as the first floor of the larger buildings are generally parking areas, not living areas.**

13. Driveway Spacing Waiver (Code of Ordinances, Ch. 11.216.d.1.e): Deviation to allow a 41-foot driveway spacing from the opposite-side driveway on 12 ½ Mile Road. **This may be supported by staff if the projected traffic on 12 ½ Mile Road is projected to be low. A traffic study has not been provided to confirm the current conditions.**

14. Landscape Berm (Sec. 5.5.3.B.ii and iii): Deviation to allow a lack of screening berm along south property line. **This is not supported by staff unless the applicant agrees to provide an opaque screening fence or wall acceptable to the City's Landscape Architect at the next submittal, in addition to the landscaping that is proposed.**

15. Adjacent to Public ROW (Sec. 5.5.3.B.ii and iii): Deviation to allow a lack of greenbelt berms and street trees for sections of both roads that are being preserved, as well as areas that are developed. **This is supported by staff because it avoids disturbance of areas to be preserved. In the areas to be developed, significant screening landscaping has been proposed which fulfills the intent of the ordinance.**

16. Adjacent to Public ROW (Sec. 5.5.3.B.ii and iii): A deviation is required for the shortage in greenbelt landscaping for 12. 5 Mile Road and Novi Road (1 canopy tree along 12.5 Mile Road, 3 canopy trees and 3 subcanopy trees along Novi Road). **This is supported by staff due to the required emergency access points on 12 ½ Mile and topography on Novi Road makes providing more trees difficult.**

17. Greenbelt Canopy Trees (Sec 5.5.3.B.ii.f): A deviation is required for a shortage in greenbelt subcanopy trees on the City Parcel. **This is supported by staff because the topography on Novi Road makes providing more trees difficult.**

18. Street Trees (Sec 5.5.3.B.ii.f): A deviation is required for a shortage in street trees on the City Parcel where the stormwater basin is proposed. **This is supported by staff since there will be no buildings here, and trees are provided to the extent practicable.**

19. Foundation Landscaping (Sec. 5.5.3.F.iii): Deviation for a shortage of foundation landscaping for Buildings A-D, 8, 9, 10, 11, and 12. **The applicant has stated they will reduce the need for the deviation by correcting recommended items, so staff supports any remaining deviations needed.**

POSSIBLE CONDITIONS IF CITY COUNCIL DETERMINES TO APPROVE THE UPDATED PLAN

1. The development shall be as shown in the site plan exhibit, with a maximum of 1,359 rooms as defined in the ordinance, or approximately 463 multiple-family units.

2. Soil borings shall be provided at the time of Final Site Plan submittal for both the off-site and on-site detention basins to show the current groundwater elevations. The stormwater detention system shall be designed to meet current City standards. Additional soil borings shall be provided as necessary at other locations to meet road and building requirements.

3. The applicant shall provide the traffic data and analysis necessary to verify the proposed access management treatments are appropriate as designed at the time of Final Site Plan submittal. The analysis shall answer the following questions:

    a. Are acceleration/deceleration lanes necessary for each of the proposed site driveways? If needed, how long?
    b. Where openings in the medians are proposed, what traffic control treatments are needed to control those movements? How long of a turning bay length is required? Is there a warrant for a new traffic signal?

4. Preservation of remaining wetland and woodland areas outside the limits of disturbance, as well as the preservation of planted woodland tree credits, shall be as shown in the amended Consent Judgment exhibits.

5. Dedication of master-planned right of way along 12 ½ Mile Road.

6. Phasing of development: Phasing plans shall be reviewed and approved by the City prior to execution of the amendment to the Consent Judgment.

7. At the time of Final Site Plan submittal, the applicant shall provide a current tree survey for the new areas of disturbance of the subject property (relative to the 1999 Plan). All new woodland tree impacts shall comply with the requirements of the current Woodland Ordinance.

8. The City has been working to verify the applicant's records of woodland replacement trees planted at off-site locations as was permitted by the Consent Judgment. This will be completed, and the number of replacements credited will be determined by the City prior to final amendment of the Consent Judgment.

9. There are recent changes to the proposal by the applicant that should be formally reviewed before this project receives final approval by virtue of the amendment to the Consent Judgment. The applicant should submit revised plans and the list of conditions requested as a revised Preliminary Site Plan submittal. At this time, we are aware of the following items that should be addressed in the revised submittal:
    a. Phasing plans along with a narrative to ensure compliance with City standards, or identify any deviations required
    b. The proposed addition of carports, including locations and a carport design detail
    c. Changes to the facades of buildings—the applicant would like to be able to have some flexibility in the type of materials permitted that may deviate from Ordinance standards
    d. Landscape changes they have stated they will make to achieve greater compliance with standards
    e. Changes to the off-site boardwalk to the south
    f. Preservation of additional woodland areas

CITY COUNCIL ACTION

If the City Council is inclined to approve the request for amendment, the City Council's motion would be to authorize the City Attorney to work with the applicant's team to develop the terms of an amendment to the Consent Judgment to be brought back before the City Council for approval with specified conditions.

RECOMMENDED ACTION (THREE PART MOTION PROPOSED BELOW INCLUDING A-C):

Authorize to the City Attorney to prepare the Consent Judgment amendment for City Council review including:

A. All deviations from the ordinance requirements shall be identified and stated in the amended agreement, including:

1. Maximum Length of Buildings (Sec. 3.8.2.C): Deviations to permit the lengths of Buildings A, B, C, D, E, 3 and 4 each exceed 180 feet, as shown in the attached Site Plan.

2. Shoreline Setbacks (Sec 3.31.6.B.iv.e): Deviation to permit reduced shoreline setbacks, as shown on the attached Site Plan. The site plan locates several buildings, drive aisles and parking areas within about 50 feet of Wetland A and the northeastern stormwater basin.

3. Building Setbacks (Sec. 3.1.7.D): Along the western property line, deviation to allow buildings to be a minimum of 50-feet from the property line rather than the required 75 feet.

4. Parking Setbacks (Sec. 3.6.2.B): Deviation to allow a parking setback of 14.4 feet along the south property line with the condition that landscaping and other screening be provided, and 20 feet along Novi Road with the condition that landscape hedge screening is provided.

5. Building Orientation *(Sec. 3.8.2.D):* A deviation to allow Buildings A, E, 12 and 15 to not comply with the required minimum orientation for buildings along the perimeter of the property from 45 degrees.

6. Yard Setback Area *(Sec. 3.8.2.D)*: A deviation to permit the Front Yard area to exceed 30% used for off-street parking, maneuvering lanes, service drives or loading areas (33.26% proposed).

7. Distance Between Buildings (*Sec. 3.8.2.H)*: A deviation to allow the calculated minimum distance between buildings to be less than required in seven locations. The deviations for the seven locations range from 32.47 feet to 1.7 feet, and shall be as shown in the site plan.

8. Number of Parking Spaces (Sec. 5.2.12.A*):* A deviation for the deficiency of 22 spaces from the minimum required calculation for the unit types proposed.

9. Wetland Mitigation (Code of Ordinances, Chapter 12): Deviation to permit up to 0.6 acres of required mitigation to be provided through purchase of credits from an EGLE approved wetland mitigation bank. The amended Consent Judgment shall state that wetland mitigation areas, as well as remaining wetlands, are to be preserved. The applicant shall also preserve the indicated woodland areas as offered on the off-site or on-site locations offered.

10. Traffic Study (Sec. 3.31.4.A.iii): The City agrees to waive the requirement of a Traffic Impact Study given that relative to the approved 1999 Plan, the proposed Plan does not generate significantly more trips to warrant a new study. This shall not preclude the City from requiring the traffic analysis necessary to verify the design and safety of proposed access points.

11. Major Drive (Sec. 5.10.1.B): Based on the ordinance definition nearly all private drives through the site would be classified as Major Drives if they exceed 600 feet, deviations to permit perpendicular parking and a 24-foot minimum width.

12. Building Setbacks from Parking (Sec. 3.8.2.F & Sec. 5.10.1.B.vi): Deviation to allow parking spaces to be within 12 feet of the residential buildings where the first floor of the buildings are generally parking areas, not living areas.

13. Driveway Spacing Waiver (Code of Ordinances, Ch. 11.216.d.1.e): Deviation to allow a 41-foot driveway spacing from the opposite-side driveway on 12 ½ Mile Road.

14. Landscape Berm (Sec. 5.5.3.B.ii and iii): Deviation to allow a lack of screening berm along south property line.

15. Adjacent to Public ROW (Sec. 5.5.3.B.ii and iii): Deviation to allow a lack of greenbelt berms and street trees for sections of both roads that are being preserved, as well as areas that are developed.

16. Adjacent to Public ROW (Sec. 5.5.3.B.ii and iii): A deviation is required for the shortage in greenbelt landscaping for 12. 5 Mile Road and Novi Road (1 canopy tree along 12.5 Mile Road, 3 canopy trees and 3 subcanopy trees along Novi Road).

17. Greenbelt Canopy Trees (Sec 5.5.3.B.ii.f): A deviation is required for a shortage in greenbelt subcanopy trees on the City Parcel.

18. Street Trees (Sec 5.5.3.B.ii.f): A deviation is required for a shortage in street trees on the City Parcel where the stormwater basin is proposed.

19. Foundation Landscaping (Sec. 5.5.3.F.iii): Deviation for a shortage of foundation landscaping for Buildings A-D, 8, 9, 10, 11, and 12.

20. Any additional deviations identified during Site Plan Review (after the Concept Plan and Amendment of the Consent Judgment is approved), will require amendment of the Consent Judgment, unless otherwise stated in the judgment.

B. The following conditions are recommended for inclusion:

1. The development shall be as shown in the site plan exhibit, with a maximum of 1,359 rooms as defined in the ordinance, or approximately 463 multiple-family units.

2. Soil borings shall be provided at the time of Final Site Plan submittal for both the off-site and on-site detention basins to show the current groundwater elevations. The stormwater detention system shall be designed to current City standards. Additional soil borings shall be provided as necessary at other locations to meet road and building requirements.

3. The applicant shall provide the traffic data and analysis necessary to verify the proposed access management treatments are appropriate as designed at the time of Final Site Plan submittal. The analysis shall answer the following questions:

    a. Are acceleration/deceleration lanes necessary for each of the proposed site driveways? If needed, how long?
    b. Where openings in the medians are proposed, what traffic control treatments are needed to control those movements? How long of a turning bay length is required? Is there a warrant for a new traffic signal?

4. Preservation of remaining wetland and woodland areas outside the limits of disturbance, as well as the preservation of planted woodland tree credits, shall be as shown in the amended Consent Judgment exhibits.

5. Dedication of master-planned right of way along 12 ½ Mile Road.

6. Phasing of development: Phasing plans shall be reviewed and approved by the City prior to execution of the amendment to the Consent Judgment.

7. At the time of Final Site Plan submittal, the applicant shall provide a current tree survey for the new areas of disturbance of the subject property (relative to the 1999 Plan). All new woodland tree impacts shall comply with the requirements of the current Woodland Ordinance.

8. Appropriate terms for conveyance (or encumbrance) of the off-site parcel to the applicant.

C. This motion is made because the proposed revised plan utilizing the PD-1 Option is a reasonable alternative and fulfills the intent of the Master Plan for Land Use, because it meets the requirements of the Zoning Ordinance except as noted in the deviations listed, and the improvements to the project relative to the previously approved plan outweigh the detrimental impacts of the project:

1. The proposed residential neighborhood would support healthy lifestyles through the provision of walking trails, sidewalk connections, and open space amenities within the development.

2. The unit sizes and types help the City's goal of providing a wide range of housing options and could appeal to a variety of buyers who prioritize minimal maintenance, smaller unit sizes, and natural surroundings.

3. The proposed project will protect and maintain some of the City's woodlands, wetlands, and natural features.

MAPS

Location

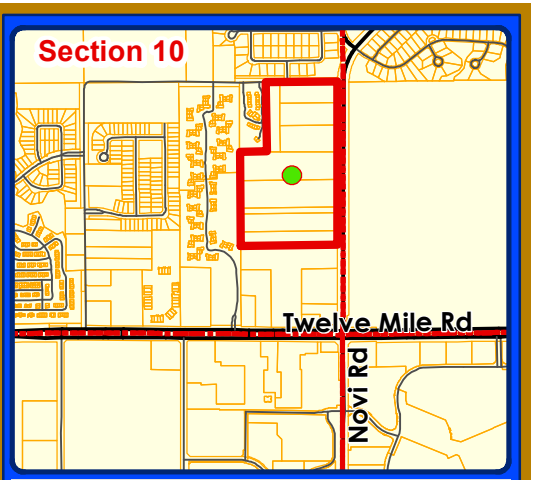
Zoning

Future Land Use

Natural Features

Limits of Disturbance

SOCIETY HILL
LOCATION



LEGEND

- Subject Property
- City-Owned 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: 6/12/24
Project: SOCIETY HILL
Version #: 1

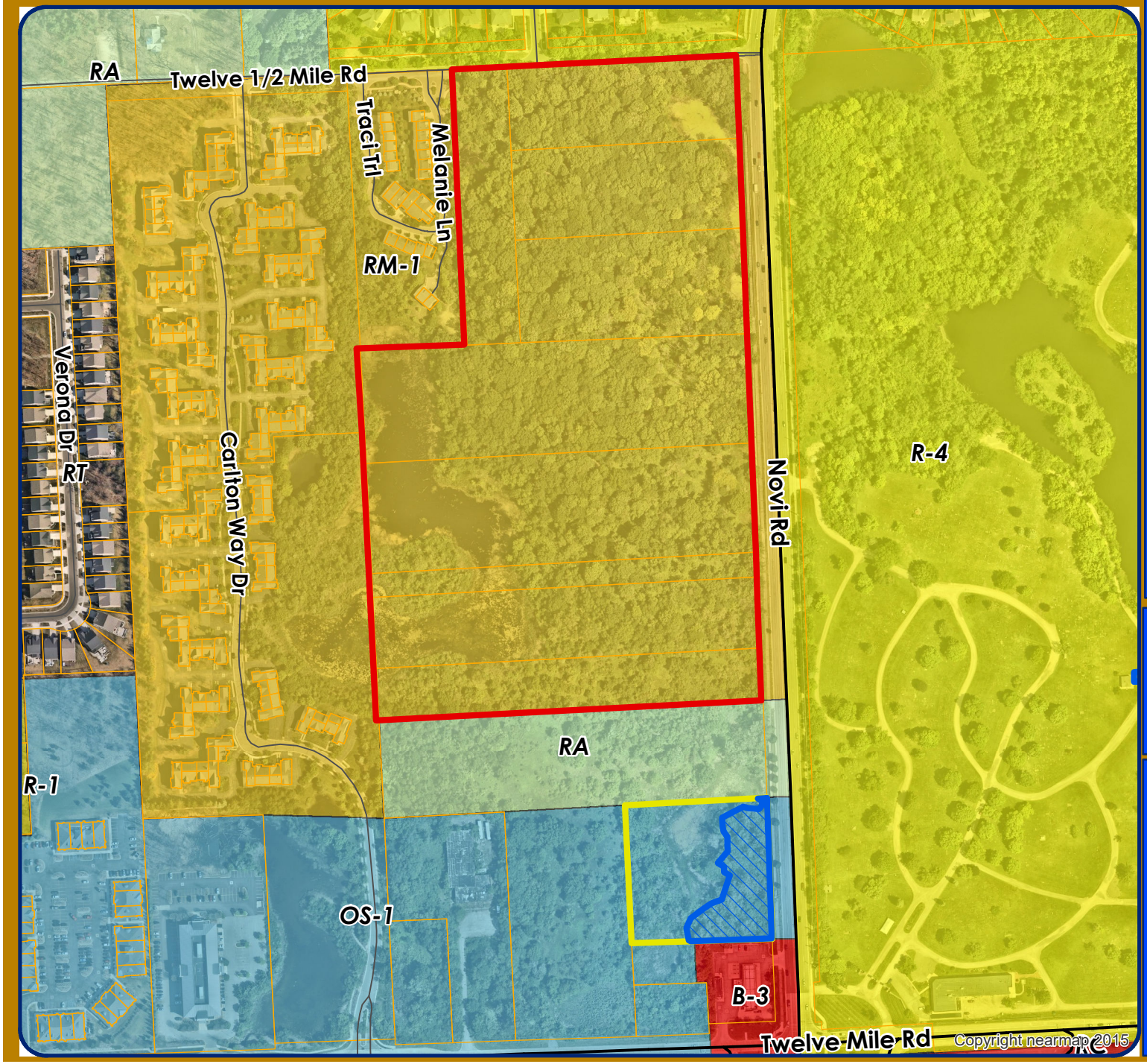
Feet
0 80 160 320 480

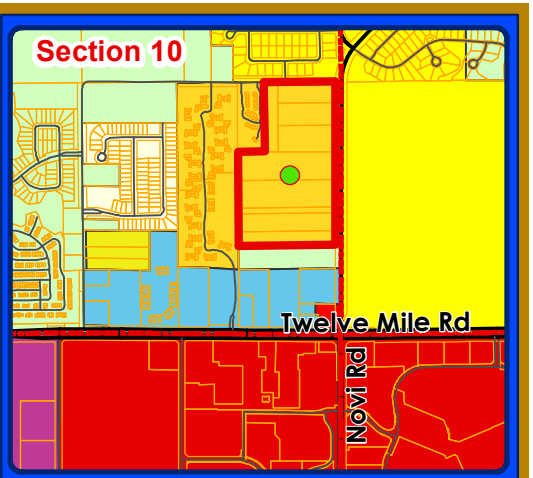
1 inch = 375 feet

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.

SOCIETY HILL
ZONING





LEGEND

- R-A: Residential Acreage
- R-1: One-Family Residential District
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- B-3: General Business District
- OS-1: Office Service District
- OST: Office Service Technology
- RC: Regional Center District
- Subject Property
- City-Owned Property

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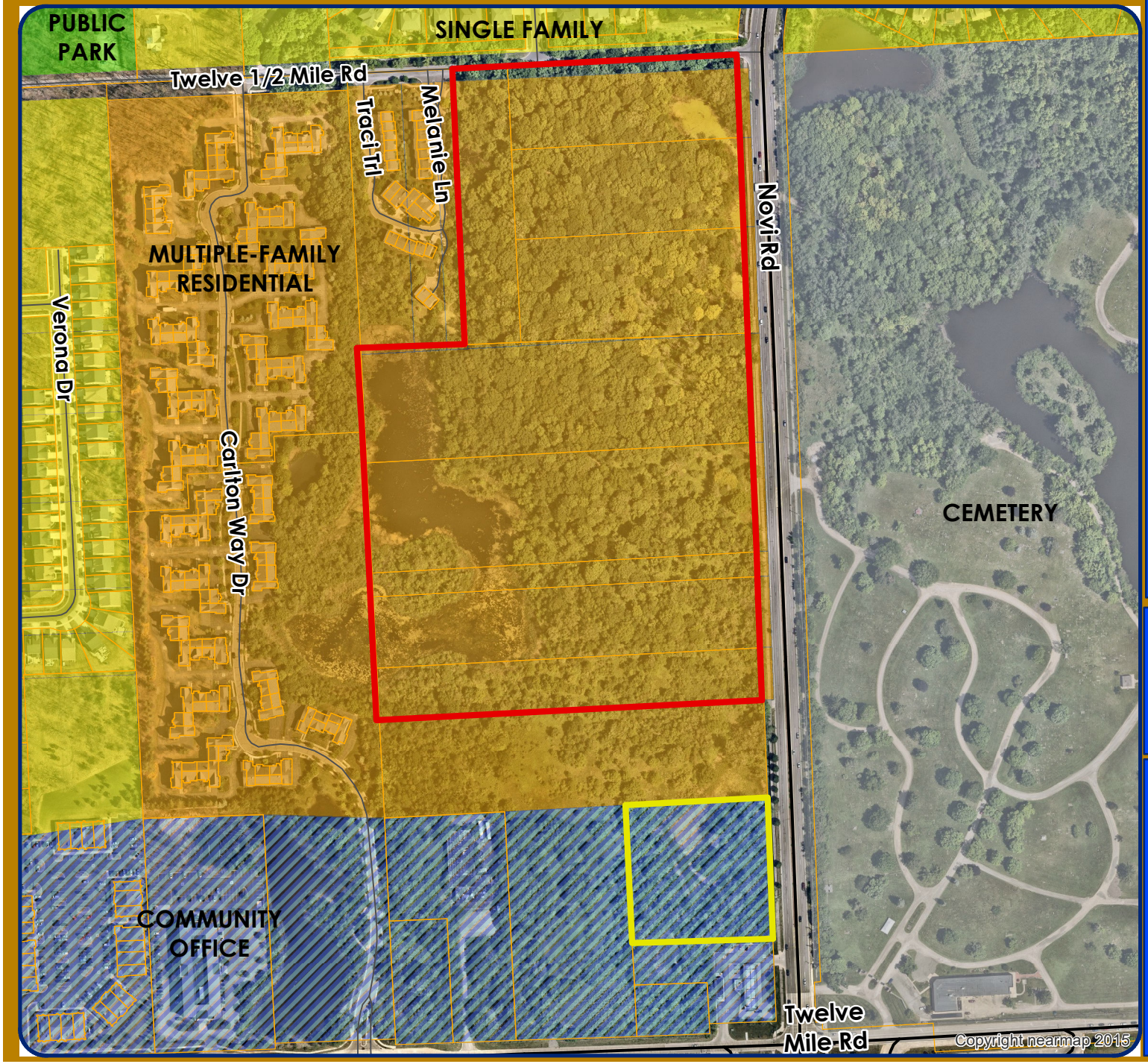
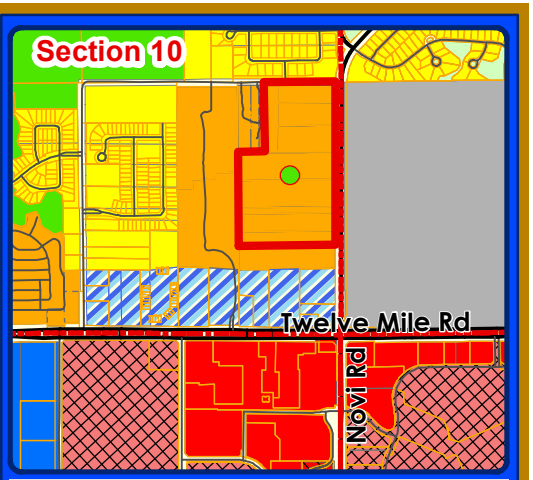
SOCIETY HILL
FUTURE LAND USE





LEGEND

- Single Family
- Multiple-Family Residential
- Community Office
- Office, Research, Development and Technology
- Regional Commercial
- Town Center Commercial
- Town Center Gateway
- Public Park
- Private Park
- Cemetery
- Subject Property
- City-Owned Property

City of Novi
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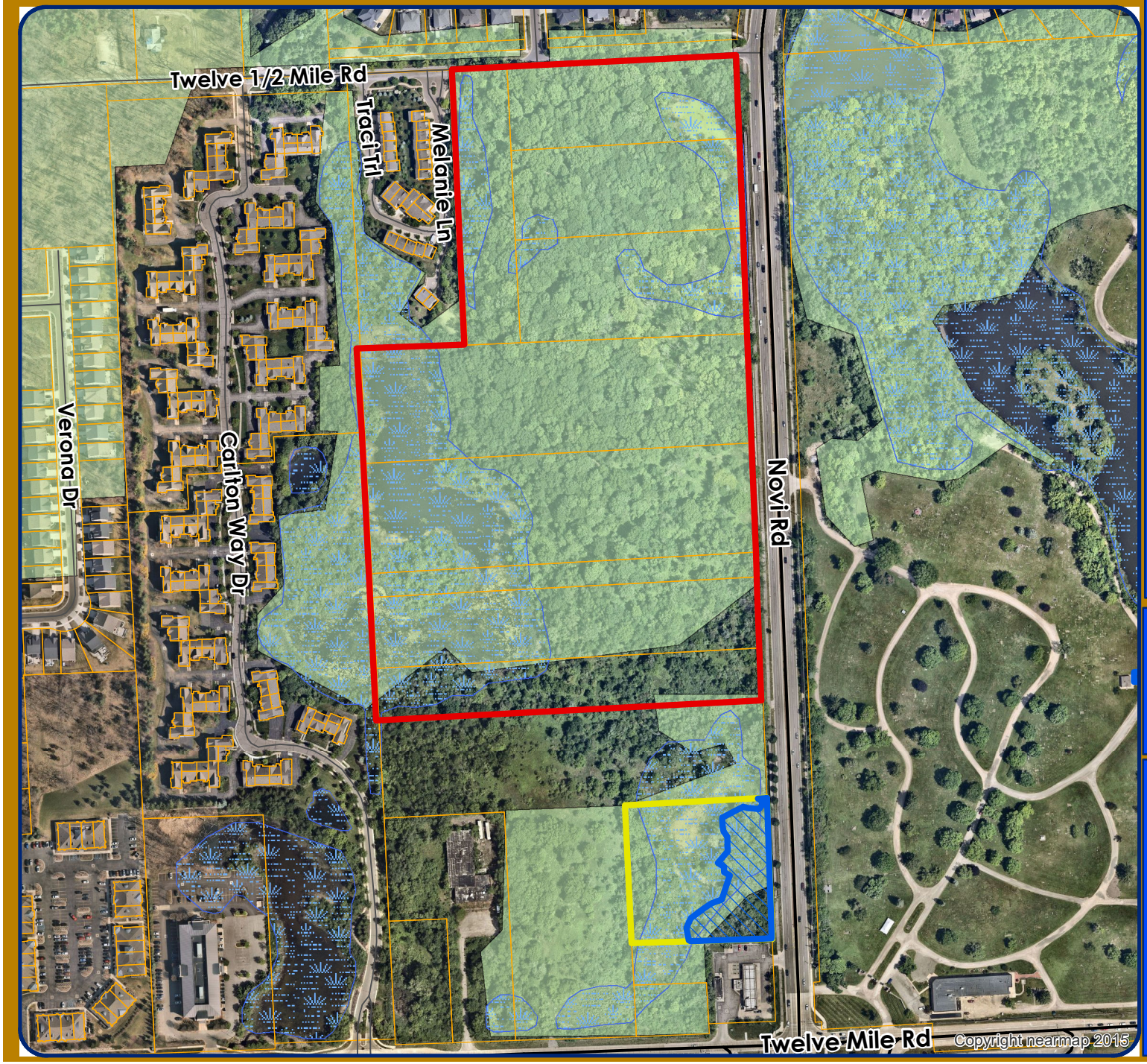
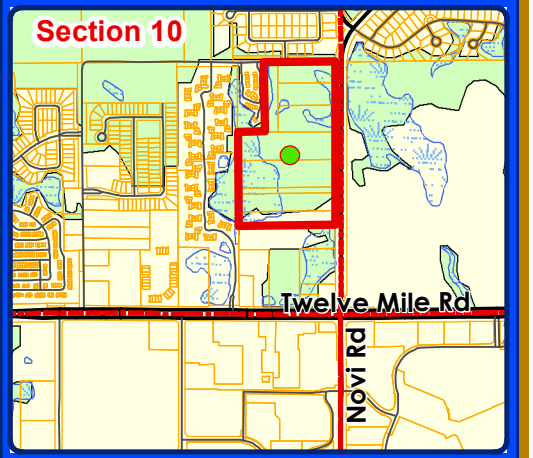
SOCIETY HILL

NATURAL FEATURES





LEGEND

- WETLANDS
- WOODLANDS
- Subject Property
- City-Owned 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: 6/12/24
Project: SOCIETY HILL
Version #: 1

Feet
0 80 160 320 480

1 inch = 375 feet

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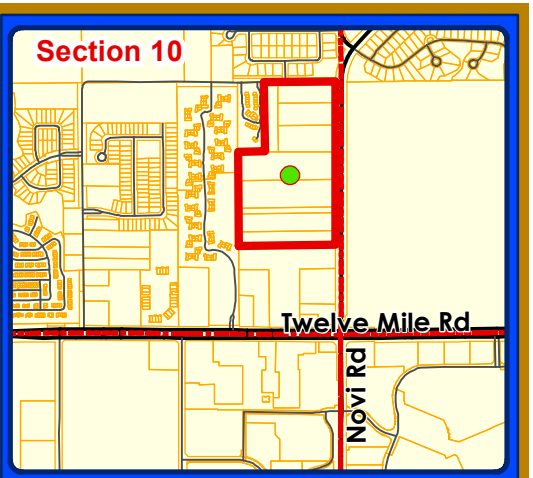
SOCIETY HILL

LIMITS OF DISTURBANCE - 1999 PLAN VS. 2024 PLAN



LEGEND

- Subject Property
- City-Owned Property
- APPROXIMATE LIMITS OF DISTURBANCE 1999 PLAN (19.4 ACRES)
- APPROXIMATE LIMITS OF DISTURBANCE 2024 PLAN (26.4 ACRES)

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: 5/29/24
Project: SOCIETY HILL
Version #: 1

Feet
0 75 150 300 450

1 inch = 347 feet

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PROPOSED SITE PLAN
(Selected sheets –
Full submittal is available at
Community Development Department Office)

Society Hill

West Side of Novi Rd. Between 12 Mile Rd. & 12-1/2 Mile Rd.

Owner

E&M Holdings, LLC
Attn: Jordan Sasson
32605 W. 12 Mile Rd., Ste. 290
Farmington Hills, MI 48334
P-248.640.8720

Architect

Krieger Klatt Architects Inc.
400 E. Lincoln Ave.
Royal Oak, MI 48067
P-248.414.9270
F-248.414.9275

Civil Engineer

Seiber Keast Lehner
39205 Country Club Dr., Suite C8
Farmington Hills, MI 48331
P-248.308.3331

Landscape Architect

MPFP, PLLC
120 Broadway Floor 20
New York, NY 10271
P-212.477.6366
F-212.346.0813

Land Planner/Architect

Allen Design
557 Carpenter
Northville, MI 48167
P-248.467.4668

North

Location Map
NTS

Civil Sheet Index

Sheet No.	Title	11-22-2023 Pre-App Submittal	03-25-2024 Preliminary Site Plan
1	Cover Sheet	•	•
2	Overall Survey Plan	•	•
3	Existing Tree Plan		•
4	Existing Tree Plan		•
5	Overall Plan	•	•
6	Grading and Paving Plan	•	•
7	Grading and Paving Plan	•	•
8	Grading and Paving Plan		•
9	Off-Site Detention Plan		•
10	Utility Plan	•	•
11	Utility Plan	•	•
12	Stormwater Management Plan	•	•
13	Pre/Post Development Run-Off Plan		•
14	Open Space Plan	•	•
15	Wetland Plan		•
16	Truck Route Plan		•
17	Proposed Tax Lot Subdivision		•
ND	Notes and Details		•
1 of 2	Photometric Site Plan		•
2 of 2	Photometric Site Plan		•

Landscape Sheet Index

Sheet No.	Title	11-22-2023 Pre-App Submittal	03-25-2024 Preliminary Site Plan
L-1	Landscape Plan		•
L-01	Render Plan		•
L-2	Landscape Plan		•
L-02	Site Plan		•
L-3	Detention Plan		•
L-4	Greenbelt Plan		•
L-5	Unit Typicals		•
L-6	Unit Typicals		•
L-7	Landscape Details		•
L-8	Detention Woodland Plan		•
L-9	Woodland Plan		•
L-10	Tree List		•
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Architectural Sheet Index

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KRIEGER KLATT ARCHITECTS
400 E. Lincoln Ave. | Royal Oak, MI 48067
P: 248.414.9270 F: 248.414.9275
www.kriegerklatt.com

Client:
E&M Holdings, LLC
32605 W. 12 Mile Rd., Ste. 290
Farmington Hills, MI 48334

Project:
Society Hill
Novi Rd.
Novi, MI 48337

Issued	Description	By
11-22-2023	Pre-App Submittal	
03-25-2024	Preliminary Site Plan	

PRELIMINARY NOT FOR CONSTRUCTION

Seal:

Note:
Do not scale drawings. Use calculated dimensions only. Verify existing conditions in field.

North Arrow:

Sheet Title:
Cover Sheet

Project Number:
23-065

Scale:

Sheet Number:
G.001

PRELIMINARY SITE PLANS FOR:

SOCIETY HILL

¼ SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION

PART OF THE S.E. 1/4 OF SECTION 10, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE E. 1/4 CORNER SAID SECTION 10; THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 10, S. 89° 24' 00" W., 60.00 FEET; THENCE S. 00°14' 00" E., 43.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NOVI ROAD (120.00 FEET WIDE), S. 00°14' 00" E., 1645.77 FEET; THENCE DUE WEST 1006.72 FEET; THENCE N. 00° 52' 00" W., 959.56 FEET; THENCE DUE EAST 280.09 FEET; THENCE N. 00° 52' 00" W., 678.59 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF 12 1/2 MILE ROAD (PROPOSED 86.00 FEET WIDE), N. 89° 24' 00" E., 744.74 FEET TO THE POINT OF BEGINNING. CONTAINING 1,476,650 SQUARE FEET OR 33.899 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

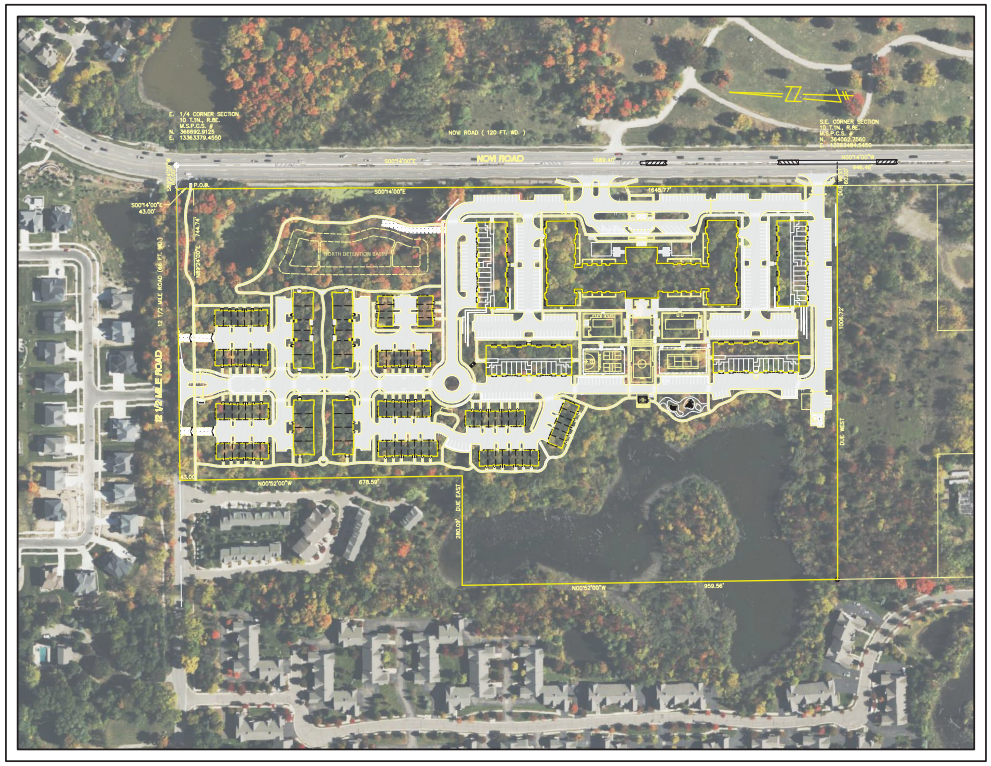
NOTES:

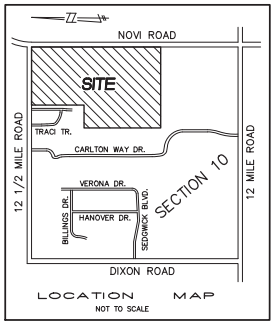
1. ALL WORK SHALL CONFORM TO THE CITY OF NOVI'S CURRENT STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR MUST OBTAIN A PERMIT FROM THE CITY OF NOVI FOR ANY WORK WITHIN THE RIGHT-OF-WAY OF NOVI ROAD AND 12 1/2 MILE ROAD.
3. ALL PAVEMENT MARKINGS, TRAFFIC CONTROL SIGNS, AND PARKING SIGNS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

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.

   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 concrete filled steel posts 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.





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4. EXISTING TREE PLAN
5. OVERALL PLAN
6. GRADING AND PAVING PLAN
7. GRADING AND PAVING PLAN
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9. OFF-SITE DETENTION PLAN
10. UTILITY PLAN
11. UTILITY PLAN
12. STORM WATER MANAGEMENT PLAN
13. PRE/POST DEVELOPMENT RUN-OFF PLAN
14. OPEN SPACE PLAN
15. WETLAND PLAN
16. TRUCK ROUTE PLAN
17. PROPOSED TAX LOT SUBDIVISION

ND. NOTES AND DETAILS

PREPARED FOR:
E & M HOLDINGS, LLC
32605 WEST TWELVE MILE ROAD,
SUITE 290
FARMINGTON HILLS, MI 48334
CONTACT: MR. JORDAN SASSON
PHONE: 248.640.8720

SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

ARCHITECTURAL DESIGN PREPARED BY:
KREIGER KLATT ARCHITECTS
1412 E. 11 MILE ROAD
ROYAL OAK, MI 48067
PHONE: 248.414.9270

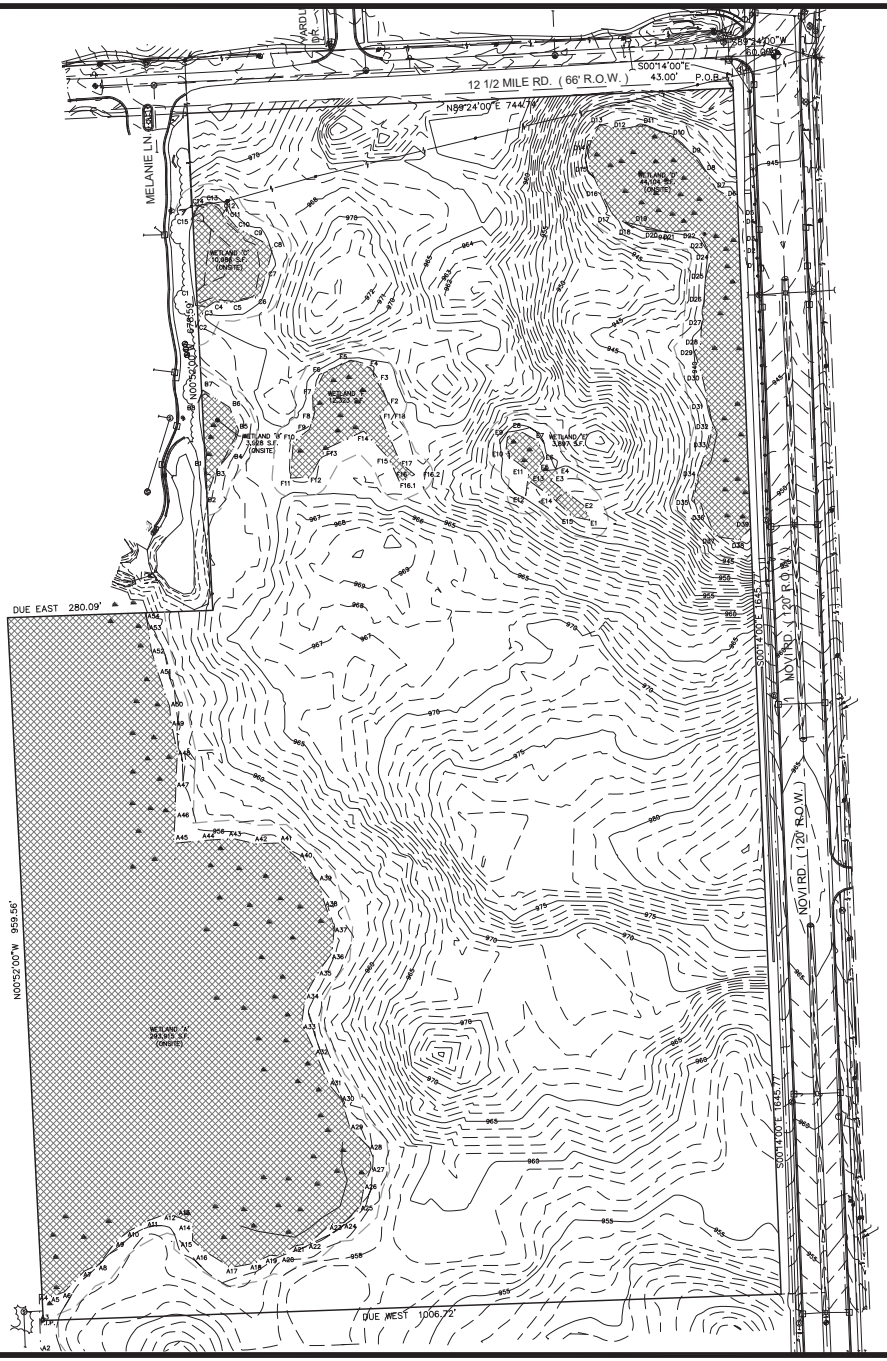
LANDSCAPE PLANS PREPARED BY:
MPFP PLLC
120 BROADWAY, FLOOR 20
NEW YORK, NY 10271
PHONE 212.477.6366

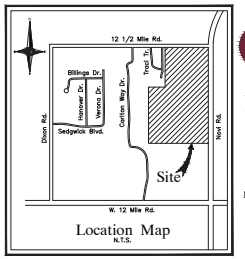
PROPERTY BOUNDARY & TOPO INFORMATION
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MICHIGAN 48342
PHONE: 248.332.8257

REVISIONS		
NO.	ITEM	DATE
1.	PRE-APP SUBMITTAL	11-22-23
2.	PERLIMINARY SITE PLAN SUBMITTAL	03-25-24

ENGINEER'S SEAL
STATE OF MICHIGAN
ROBERT JAMES EWERING
ENGINEER
No. 62010151053
LICENSED PROFESSIONAL ENGINEER

DATE: 11-3-2023 | DESIGNED BY: A.A | CHECKED BY: R.E. | JOB NUMBER: 23-207 | DRAWING FILE: 1-23207-CV.dwg





Location Map
N.T.S.

LEGAL DESCRIPTION

PART OF THE S.E. 1/4 OF SECTION 10, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE E. 1/4 CORNER SAID SECTION 10; THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 10, S. 89° 24' 00" W., 60.00 FEET; THENCE S. 00°14' 00" E., 43.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NOVI ROAD (120.00 FEET WIDE), S. 00°14' 00" E., 1645.77 FEET; THENCE DUE WEST 1006.72 FEET; THENCE N. 00° 52' 00" W., 959.56 FEET; THENCE DUE EAST 280.09 FEET; THENCE N. 00° 52' 00" W., 678.59 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF 12 1/2 MILE ROAD (PROPOSED 86.00 FEET WIDE), N. 89° 24' 00" E., 744.74 FEET TO THE POINT OF BEGINNING. CONTAINING 1,476,650 SQUARE FEET OR 33.899 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FLOOD HAZARD NOTE

THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26125C0488F AND 26125C0626F EACH BEARING AN EFFECTIVE DATE OF 09-29-2006.

MISS DIG / UTILITY DISCLAIMER NOTE

A MISS DIG TICKET NUMBER 20230119014G0, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON FEBRUARY 9, 2023. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.

DTE DISCLAIMER NOTE

PLEASE NOTE THAT DTE HAS NEW REGULATIONS THAT MAY IMPACT DEVELOPMENT OUTSIDE THEIR EASEMENT OR THE PUBLIC RIGHT OF WAY. CLIENT SHALL CONTACT DTE TO DETERMINE THE "NEW STRUCTURES AND POWER LINE" REQUIREMENTS AS THEY MAY APPLY TO ANY FUTURE BUILDING OR RENOVATION OF A STRUCTURE. DTE ENERGY CAN BE CONTACTED AT 800-477-4747

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.

UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.

THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

LEGEND

MANHOLE(MH)	EXISTING SANITARY SEWER
HYDRANT(HYD) / GATE VALVE(GVW)	EXISTING SAN. CLEAN OUT
MANHOLE(MH) / CATCH BASIN(CB)	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EX. BEEHIVE CATCH BASIN
UTILITY POLE / GUY POLE	EX. UNDERGROUND (UG.) CABLE
GUY WIRE	OVERHEAD (OH.) LINES
LP	LIGHT POLE
	SIGN
	EXISTING GAS MAIN
ASPH.	ASPHALT
CONC.	CONCRETE
FD. / FND.	FOUND
RET. WALL	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
SPK	SET PK NAIL
(TYP)	TYPICAL
(R)	RECORD
(M)	MEASURED
C/L	CENTERLINE
P/L	PROPERTY LINE
GM	GAS METER
EM	ELECTRIC METER
L/S	LANDSCAPE
DS	DOWNSPOUT
GP	GUARD POST
MB	MAIL BOX

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

SEAL

STATE OF MICHIGAN
KEVIN CHRISTOPHER NAVAROLI
License No. 4001053503
REGISTERED PROFESSIONAL SURVEYOR

PROJECT
Society Hill
Novi, MI

CLIENT
E & M Holdings, LLC
600 Madison Avenue
New York, NY 10022
Contact:
Mr. Jordan Sasson
Ph: 248-640-8720

PROJECT LOCATION
Part of the SE. ¼
of Section 10,
T. 1 North, R. 8 East,
City of Novi,
Oakland County, MI

SHEET
Overall Survey Plan

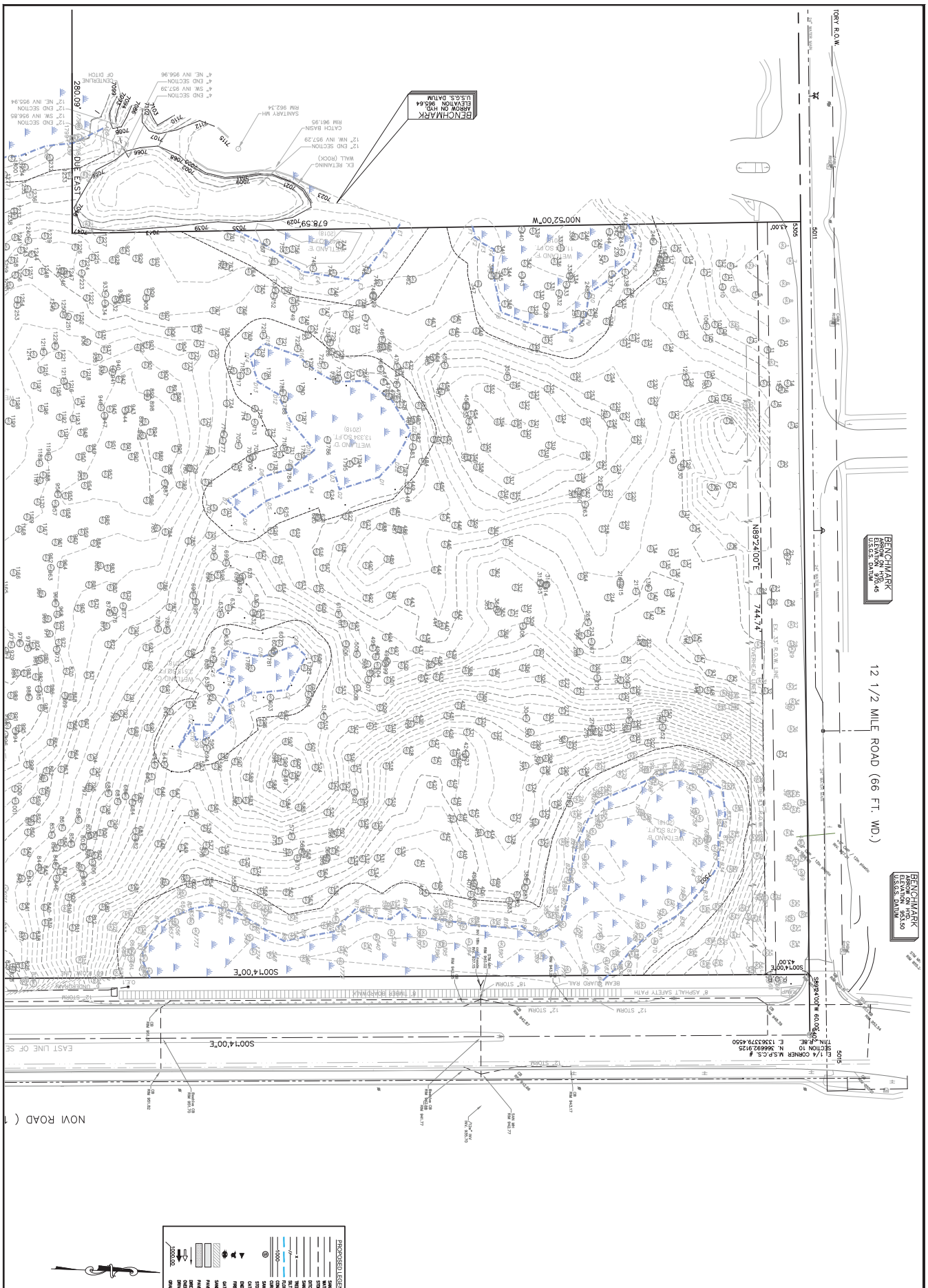
811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
08-25-23	PRE-APP SUBMITTAL

DRAWN BY: M. Carnaghi
DESIGNED BY: B. Brickel
APPROVED BY: K. Navaroli
DATE: May 9, 2023
SCALE: 1" = 80'

80 40 0 40 80 120

NFE JOB NO. 7946-02
SHEET NO. 2



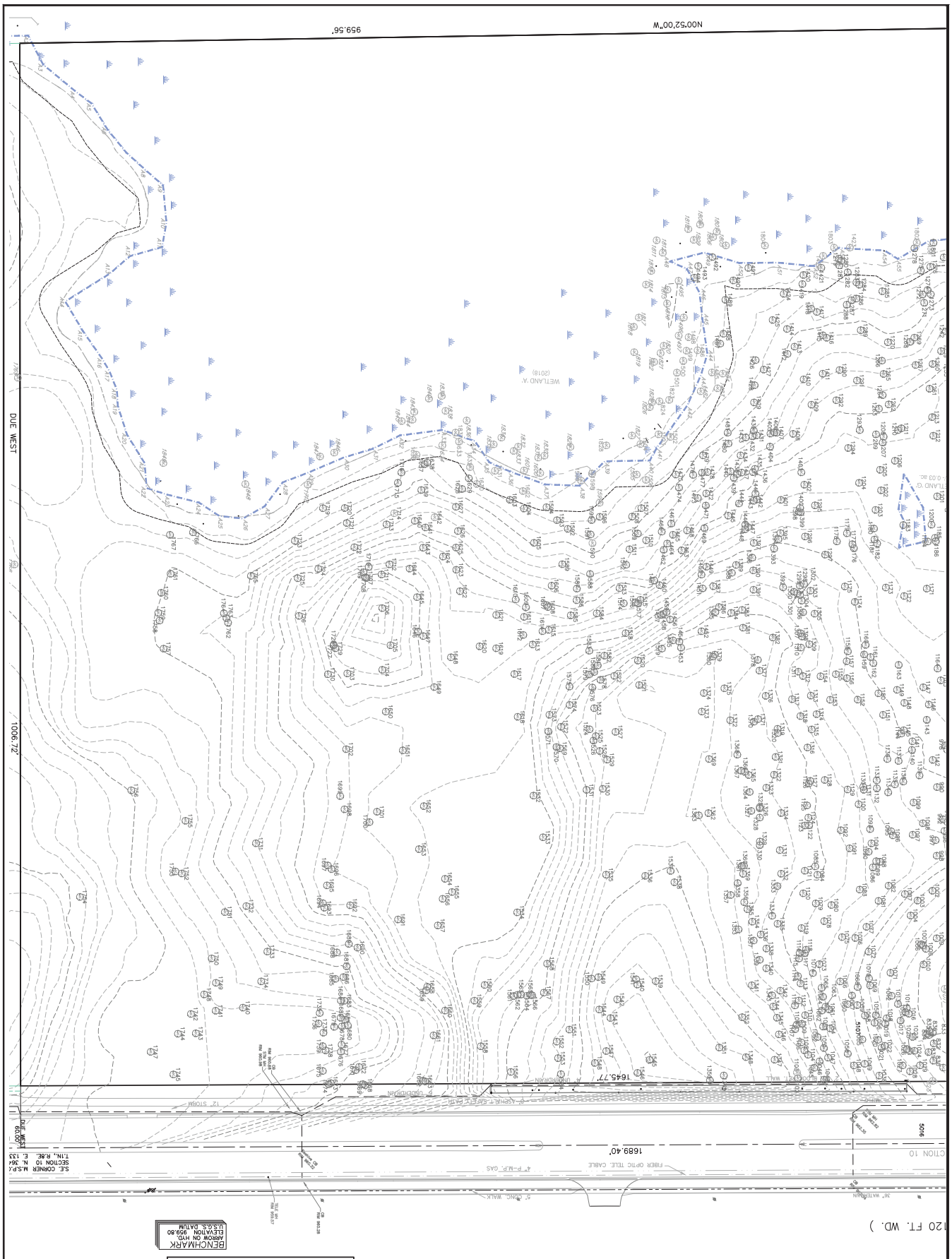
PROJECT NAME: SOCIETY HILL PART OF THE SE 1/4 OF SEC. 10, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MI	CLIENT INFO: E AND M HOLDINGS, LLC JORDAN SASSON 32605 W. TWELVE MILE RD. SUITE 290 FARMINGTON HILLS, MI 48334	PROJECT NUMBER: 23-207 PROJECT MANAGER: B. EMERINE DRAWN BY: A.A. CHECKED BY: RJE DATE: 10/30/23	3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 TOLL FREE FOR THE LOCATION OF UNDERGROUND FACILITIES

REV. #	REV. DATE	REVISION INFO.
1.	11-22-23	PRE-APP SUBMITTAL 1.
2.	3-18-24	PER CITY REVIEW LETTERS, SUBMITTED TO CITY

SHEET TITLE: EXISTING TREE PLAN

PAGE NO: 3

SEIBER KEAST LEHNER
ENGINEERING | SURVEYING



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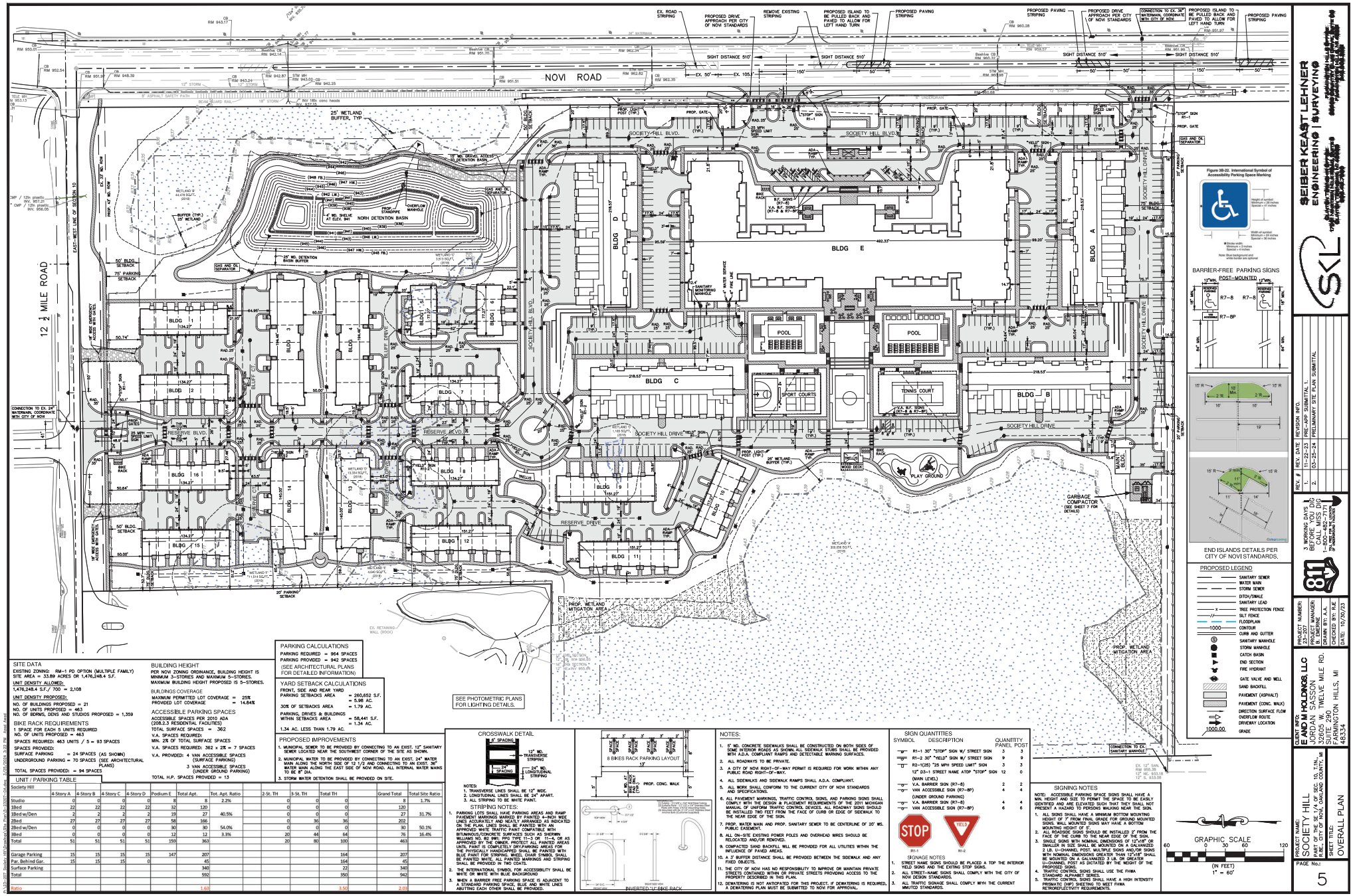
SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

SHEET TITLE: EXISTING TREE PLAN

PAGE NO.: 4



SITE DATA

EXISTING ZONING: RM-1 PD OPTION (MULTIPLE FAMILY)
SITE AREA = 33.89 ACRES OR 1,476,248.4 S.F.

UNIT DENSITY ALLOWED:
1,476,248.4 S.F. / 700 = 2,108

UNIT DENSITY PROPOSED:
NO. OF BUILDINGS PROPOSED = 21
NO. OF UNITS PROPOSED = 463
NO. OF BERMS, DENS AND STUDIOS PROPOSED = 1,359

BIKE RACK REQUIREMENTS

1 SPACE FOR EACH 5 UNITS REQUIRED
NO. OF UNITS PROPOSED = 463
SPACES REQUIRED: 463 UNITS / 5 = 93 SPACES

SPACES PROVIDED:
SURFACE PARKING = 24 SPACES (AS SHOWN)
UNDERGROUND PARKING = 70 SPACES (SEE ARCHITECTURAL PLANS)
TOTAL SPACES PROVIDED = 94 SPACES

BUILDING HEIGHT

PER NOVI ZONING ORDINANCE, BUILDING HEIGHT IS MINIMUM 3-STORIES AND MAXIMUM 5-STORIES.
MAXIMUM BUILDING HEIGHT PROPOSED IS 5-STORIES.

BUILDINGS COVERAGE

MAXIMUM PERMITTED LOT COVERAGE = 25%
PROVIDED LOT COVERAGE = 14.64%

ACCESSIBLE PARKING SPACES

ACCESSIBLE SPACES PER 2010 ADA (2012.3 RESIDENTIAL FACILITIES)
TOTAL SURFACE SPACES = 362
V.A. SPACES REQUIRED:
MIN. 2% OF TOTAL SURFACE SPACES
V.A. SPACES REQUIRED: 362 x 2% = 7 SPACES
V.A. PROVIDED: 4 VAN ACCESSIBLE SPACES (SURFACE PARKING)
3 VAN ACCESSIBLE SPACES (UNDER GROUND PARKING)
TOTAL H.P. SPACES PROVIDED = 13

UNIT / PARKING TABLE

Society Hill	4-Story A	4-Story B	4-Story C	4-Story D	Podium E	Total Apt.	Tot. Apt. Ratio	2-St. TH	3-St. TH	Total TH		Grand Total	Total Site Ratio
Studio	0	0	0	0	8	8	2.2%		0	0	0	8	1.7%
1Bed	22	22	22	22	32	120			0	0	0	120	
1Bed w/Den	2	2	2	2	19	27	40.5%		0	0	0	27	31.7%
2Bed	27	27	27	27	58	166			0	36	36	202	
2Bed w/Den	0	0	0	0	30	30	54.0%		0	0	0	30	50.3%
3Bed	0	0	0	0	12	12	3.3%		20	44	64	76	16.4%
Total	51	51	51	51	159	363			20	80	100	463	
Garage Parking	15	15	15	15	147	207					164	207	
Par. Behind Gar.	15	15	15	0		45					164	45	
Surface Parking						340					22	340	
Total						592					350	942	
Ratio						1.63					3.50	2.03	

PARKING CALCULATIONS

PARKING REQUIRED = 964 SPACES
PARKING PROVIDED = 942 SPACES
(SEE ARCHITECTURAL PLANS FOR DETAILED INFORMATION)

YARD SETBACK CALCULATIONS

FRONT, SIDE AND REAR YARD PARKING SETBACKS AREA = 260,652 S.F. = 5.98 AC.
30ft OF SETBACKS AREA = 1.79 AC.
PARKING, DRIVES & BUILDINGS WITHIN SETBACKS AREA = 58,441 S.F. = 1.34 AC.
1.34 AC. LESS THAN 1.79 AC.

PROPOSED IMPROVEMENTS

1. MUNICIPAL SEWER TO BE PROVIDED BY CONNECTING TO AN EXIST. 12" SANITARY SEWER LOCATED NEAR THE SOUTHWEST CORNER OF THE SITE AS SHOWN.
2. MUNICIPAL WATER TO BE PROVIDED BY CONNECTING TO AN EXIST. 24" WATER MAIN ALONG THE NORTH SIDE OF 12 1/2 AND CONNECTING TO AN EXIST. 36" WATER MAIN ALONG THE EAST SIDE OF NOVI ROAD. ALL INTERNAL WATER MAINS TO BE 8" DIA.
3. STORM WATER DETENTION SHALL BE PROVIDED ON SITE.

CROSSWALK DETAIL

NOTES:
1. TRANSVERSE LINES SHALL BE 12" WIDE.
2. LONGITUDINAL LINES SHALL BE 24" APART.
3. ALL STRIPING TO BE WHITE PAINT.

STRIPING NOTES:

1. PARKING LOTS SHALL HAVE PARKING AREAS AND RAMP PAVEMENT MARKINGS MARKED BY PAINTED 4-INCH WIDE LINES ACCURATELY AND NEATLY ARRANGED AS INDICATED ON THE PLAN. LINES SHALL BE PAINTED WITH AN APPROVED WHITE TRAFFIC PAINT COMPATIBLE WITH BITUMINOUS/CONCRETE SURFACES SUCH AS SHERWIN-WILLIAMS NO. B2 9W1; PPG TYPE 11–3 OR 11–4, OR AS APPROVED BY THE OWNER. PROTECT ALL PAINTED AREAS UNTIL PAINT IS COMPLETELY DRY.PARKING AREAS FOR THE PHYSICALLY HANDICAPPED SHALL BE PAINTED WITH THE INTERNATIONAL SYMBOL OF HANDICAPPED SYMBOL SHALL BE PAINTED WHITE. ALL PAINTED MARKINGS AND STRIPING SHALL BE PROVIDED IN TWO COATS.
2. THE INTERNATIONAL SYMBOL FOR ACCESSIBILITY SHALL BE WHITE OR WHITE WITH BLUE BACKGROUND
3. WHEN A BARRIER FREE PARKING SPACE IS ADJACENT TO A STANDARD PARKING SPACE, BLUE AND WHITE LINES ABUTTING EACH OTHER SHALL BE PROVIDED.

NOTES:

1. 5" MO. CONCRETE SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF SOME INTERIOR ROADS AS SHOWN. ALL SIDEWALK STUBS SHALL BE PROVIDED WITH A.D.A. COMPLIANT RAMPS AND DETECTABLE WARNING SURFACES.
2. ALL ROADWAYS TO BE PRIVATE.
3. A CITY OF NOVI RIGHT-OF-WAY PERMIT IS REQUIRED FOR WORK WITHIN ANY PUBLIC ROAD RIGHT-OF-WAY.
4. ALL SIDEWALKS AND SIDEWALK RAMPS SHALL A.D.A. COMPLIANT.
5. ALL WORK SHALL CONFORM TO THE CURRENT CITY OF NOVI STANDARDS AND SPECIFICATIONS.
6. ALL PAVEMENT MARKINGS, TRAFFIC CONTROL SIGNS, AND PARKING SIGNS SHALL COMPLY WITH THE DESIGN & PLACEMENT REQUIREMENTS OF THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. ALL ROADWAY SIGNS SHOULD BE INSTALLED TWO FEET FROM THE FACE OF CURB OR EDGE OF SIDEWALK TO THE NEAR EDGE OF THE SIGN.
7. PROP. WATER MAIN AND PROP. SANITARY SEWER TO BE CENTERLINE OF 20' MS. PUBLIC EASEMENT.
8. ALL ON-SITE EXISTING POWER POLES AND OVERHEAD WIRES SHOULD BE RELOCATED AND/OR REMOVED.
9. COMPACTED SAND BACKFILL WILL BE PROVIDED FOR ALL UTILITIES WITHIN THE INFLUENCE OF PAVED AREAS.
10. A 3' BUFFER DISTANCE SHALL BE PROVIDED BETWEEN THE SIDEWALK AND ANY FIXED OBJECTS.
11. THE CITY OF NOVI HAS NO RESPONSIBILITY TO IMPROVE OR MAINTAIN PRIVATE STREETS CONTAINED WITHIN OR PRIVATE STREETS PROVIDING ACCESS TO THE PROPERTY DESCRIBED IN THIS PLAN.
12. DEWATERING IS NOT ANTICIPATED FOR THIS PROJECT. IF DEWATERING IS REQUIRED, A DEWATERING PLAN MUST BE SUBMITTED TO NOVI FOR APPROVAL.

SIGN QUANTITIES

SYMBOL	DESCRIPTION	QUANTITY	PANEL POST
	R1-1 30" "STOP" SIGN W/ STREET SIGN	3	3
	R1-2 30" "YIELD" SIGN W/ STREET SIGN	9	9
	R2-1(25) "25 MPH SPEED LIMIT" SIGN	3	3
	12" D3-1 STREET NAME ATOP "STOP" SIGN (MAIN LEVEL)	12	0
	V.A. BARRIER SIGN (R7-8)	2	2
	VAN ACCESSIBLE SIGN (R7-8P) (UNDER GROUND PARKING)	4	4
	V.A. BARRIER SIGN (R7-8)	4	4
	VAN ACCESSIBLE SIGN (R7-8P)	6	6

R1-1 R1-2

SIGNAGE NOTES

1. STREET NAME SIGNS SHOULD BE PLACED A TOP THE INTERIOR YIELD SIGNS AND THE EXITING STOP SIGNS.
2. ALL STREET-NAME SIGNS SHALL COMPLY WITH THE CITY OF NOVI DESIGN STANDARDS.
3. ALL TRAFFIC SIGNAGE SHALL COMPLY WITH THE CURRENT MMUTCD STANDARDS.

SIGNING NOTES

NOTE: ACCESSIBLE PARKING SPACE SIGNS SHALL HAVE A MIN. HEIGHT AND SIZE TO PERMIT THE SPACE TO BE EASILY IDENTIFIED AND ARE ELEVATED SUCH THAT THEY SHALL NOT PRESENT A HAZARD TO PERSONS WALKING NEAR THE SIGN.

1. ALL SIGNS SHALL HAVE A MINIMUM BOTTOM MOUNTING HEIGHT OF 7' FROM FINAL GRADE FOR GROUND MOUNTED SIGNS. WALL MOUNTED SIGNS MAY HAVE A BOTTOM MOUNTING HEIGHT OF 5'.
2. ALL SIGNS SHALL BE SHOULD BE INSTALLED 2' FROM THE FACE OF THE CURB TO THE NEAR EDGE OF THE SIGN.
3. SINGLE SIGNS WITH NOMINAL DIMENSIONS OF 12"x18" OR SMALLER IN SIZE SHALL BE MOUNTED ON A GALVANIZED 2 LB. U-CHANNEL POST. MULTIPLE SIGNS AND/OR SIGNS WITH NOMINAL DIMENSIONS GREATER THAN 12"x18" SHALL BE MOUNTED ON A GALVANIZED 3 LB. OR GREATER U-CHANNEL POST AS DICTATED BY THE WEIGHT OF THE PROPOSED SIGNS.
4. TRAFFIC CONTROL SIGNS SHALL USE THE FHWA STANDARD ALPHABET SERIES.
5. TRAFFIC CONTROL SIGNS SHALL HAVE A HIGH INTENSITY PRISMATIC (HIP) SHEETING TO MEET FHWA RETROREFLECTIVITY REQUIREMENTS.

PROPOSED LEGEND

SANITARY SEWER
WATER MAIN
STORM SEWER
DITCH/SWALE
SANITARY LEAD
TREE PROTECTION FENCE
SILT FENCE
FLOODPLAIN
1000 CONTOUR
CURB AND GUTTER
SANITARY MANHOLE
STORM MANHOLE
CATCH BASIN
END SECTION
FIRE HYDRANT
GATE VALVE AND WELL
SAND BACKFILL
PAVEMENT (ASPHALT)
PAVEMENT (CONC. WALK)
DIRECTION SURFACE FLOW
OVERFLOW ROUTE
DRIVEWAY LOCATION
1000.00 GRADE

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1" = 60'

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REV. #	REV. DATE	REVISION INFO.
1.	11-22-23	PRE-APP SUBMITTAL 1
2.	02-22-24	PRELIMINARY SITE PLAN SUBMITTAL

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TOLL FREE
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OR UNDERGROUND FACILITIES

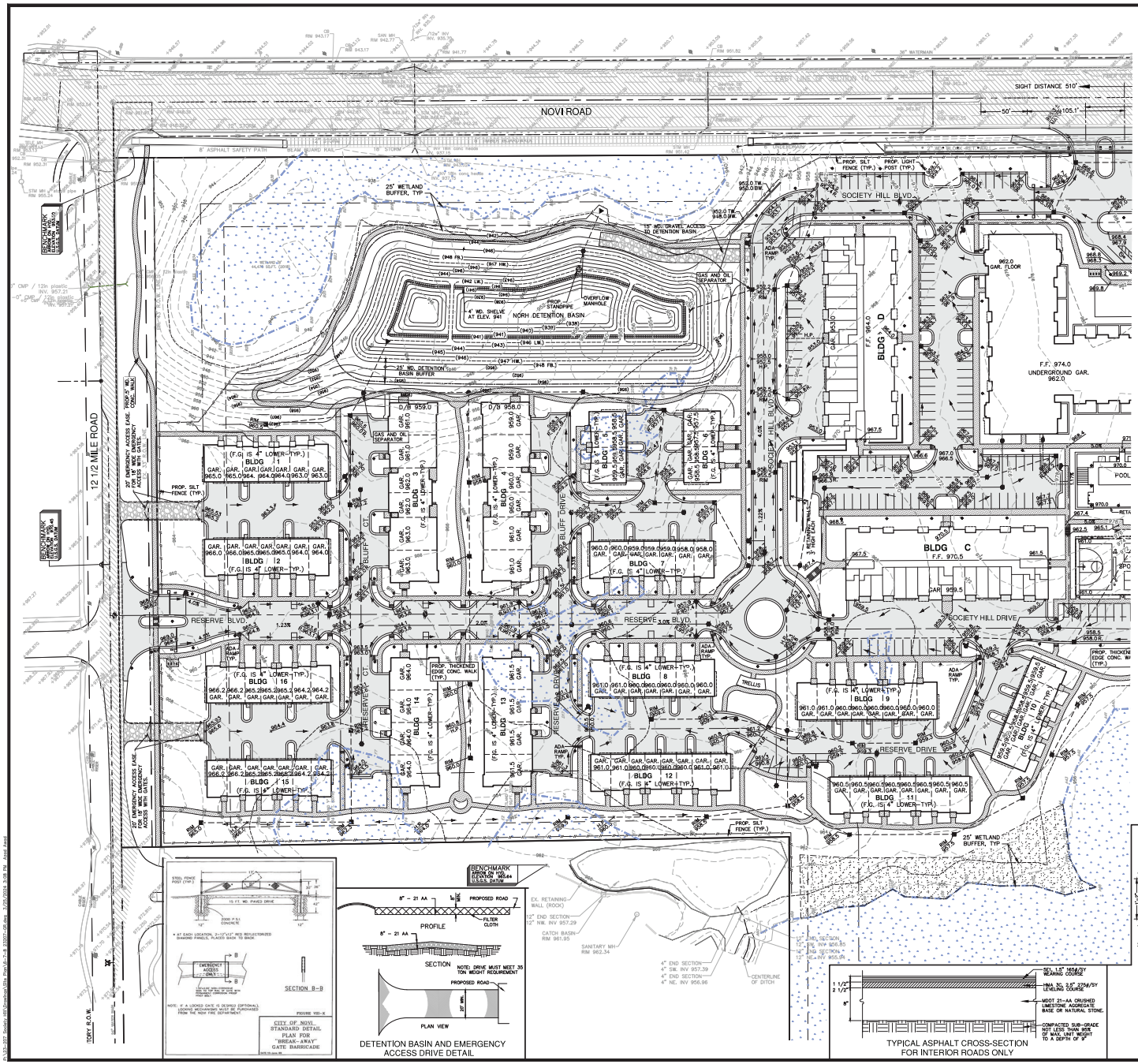
PROJECT NUMBER:
PROJECT MANAGER: B. DIEDRINE
DRAWING BY: A.A.
CHECKED BY: K.E.
DATE: 10/30/23

CLIENT DATA:
LEND N HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL
PART OF THE NW. 1/4 SEC. 19, T1N., R9E., CITY OF NOVI, OAKLAND COUNTY, MI

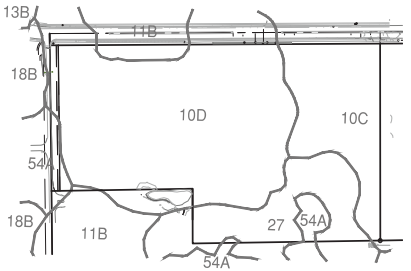
SHEET TITLE:
OVERALL PLAN

PAGE No.:
5

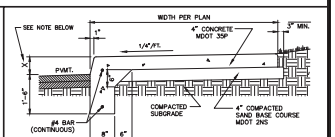


GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1" = 50'

Map Unit Symbol	Map Unit Name
10B	Marlette sandy loam, 1 to 6 percent slopes
10C	Marlette sandy loam, 6 to 12 percent slopes
10D	Marlette loam 12 to 18 percent slopes
11B	Capac sandy loam, 0 to 4 percent slopes
13B	Oshtemo-Boyer loamy sands, 0 to 6 percent slopes
18B	Fox sandy loam, till plain, 2 to 6 percent slopes
27	Houghton and Adrian mucks
54A	Matherton sandy loam, 0 to 3 percent slopes

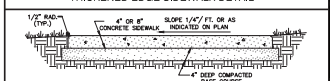


SOILS MAP



NOTE:
THICKENED EDGE SIDEWALK HEIGHT IS 6" HIGH IN FRONT OF 19' LONG PARKING SPACES AND IS 4" HIGH IN FRONT OF 17' LONG PARKING SPACES.

THICKENED EDGE SIDEWALK DETAIL

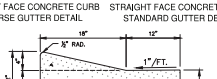


CONCRETE SIDEWALK DETAIL

NOTES:
1. REFER TO CITY OF NOVI PAVING STANDARD DETAIL SHEET – TYPICAL BITUMINOUS ROADWAY SECTION (DETAIL 1B) FOR ASPHALT PAVING CROSS SECTION (1 1/2" WEARING COURSE, 2 1/2" LEVELING COURSE ON 8" 21AA BASE COURSE).
2. COMPACTED SAND BACKFILL TO BE PROVIDED FOR ALL UTILITIES WITHIN THE INFLUENCE OF PAVED AREAS.
3. INSTALL A BACKFLOW PREVENTION (RPZ) AT EACH TAB TO THE PUBLIC WATER SUPPLY.
4. SANITARY LEADS WILL BE BURRIED AT LEAST 5 FEET DEEP WHERE UNDER THE INFLUENCE OF PAVEMENT.
5. STORM SEWER SHALL MAINTAIN MINIMUM 3 FEET OF COVER.

STRAIGHT FACE CONCRETE CURB REVERSE GUTTER DETAIL

STRAIGHT FACE CONCRETE CURB STANDARD GUTTER DETAIL



4" MOUNTABLE CURB DETAIL

PROPOSED LEGEND
- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- DITCH/SWALE
- SANITARY LEAD
- TREE PROTECTION FENCE
- SILT FENCE
- FLOODPLAIN
- CONTOUR
- CURB AND GUTTER
- SANITARY MANHOLE
- SANITARY CLEANOUT
- STORM MANHOLE
- CATCH BASIN
- END SECTION
- FIRE HYDRANT
- GATE VALVE AND WELL
- SAND BACKFILL
- PAVEMENT (ASPHALT)
- PAVEMENT (CONC. SIDEWALK)
- DIRECTION SURFACE FLOW
- OVERFLOW ROUTE
- DRIVEWAY LOCATION
- 1000.00 GRADE

DETENTION BASIN AND EMERGENCY ACCESS DRIVE DETAIL

TYPICAL ASPHALT CROSS-SECTION FOR INTERIOR ROADS ONLY

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Planning
Forestry
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Transportation Engineering
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1.	11-22-23	PRE-APP SUBMITTAL
2.	03-25-24	PRELIMINARY SITE PLAN SUBMITTAL

3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 811
IT'S THE LAW!
CONTACT ALL UTILITIES FOR LOCATION OF UNDERGROUND FACILITIES

PROJECT NUMBER: 23-207
PROJECT MANAGER: R.J.E.
DRAWN BY: A. AMAD
CHECKED BY: R.J.E.
DATE: 03-25-24
OFFICE: FARMINGTON HILLS

CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL
PART OF THE SE 1/4 OF SECTION 10, T1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MI
SHEET TITLE:
GRADING AND PAVING PLAN

PAGE No.:
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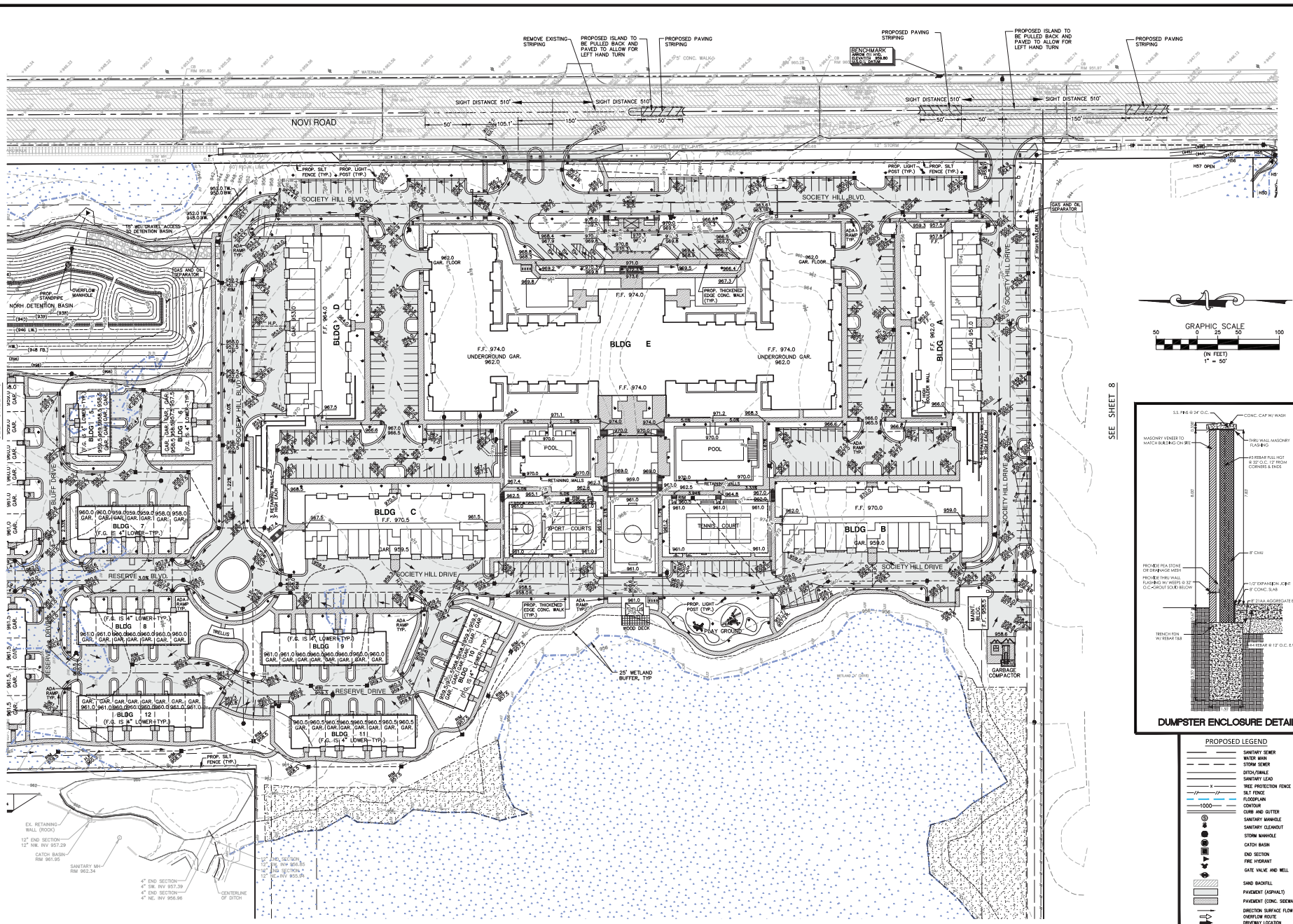

DUMPSTER ENCLOSURE DETAIL

PROPOSED LEGEND

- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- DITCH/SWALE
- SANITARY LEAD
- TREE PROTECTION FENCE
- SILT FENCE
- FLOODPLAIN
- CONTOUR
- CURB AND GUTTER
- SANITARY MANHOLE
- SANITARY CLEANOUT
- STORM MANHOLE
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- PAVEMENT (ASPHALT)
- PAVEMENT (CONC. SIDEWALK)
- DIRECTION SURFACE FLOW
- OVERFLOW ROUTE
- DRIVEWAY LOCATION
- GRADE

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FOR LOCATION OF UNDERGROUND FACILITIES

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DRAWN BY: A. AMAD
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JORDAN SASSON
32605 W. TWELVE MILE RD.
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FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL

PART OF THE SE 1/4 OF SECTION 10, T1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
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PAGE No.:
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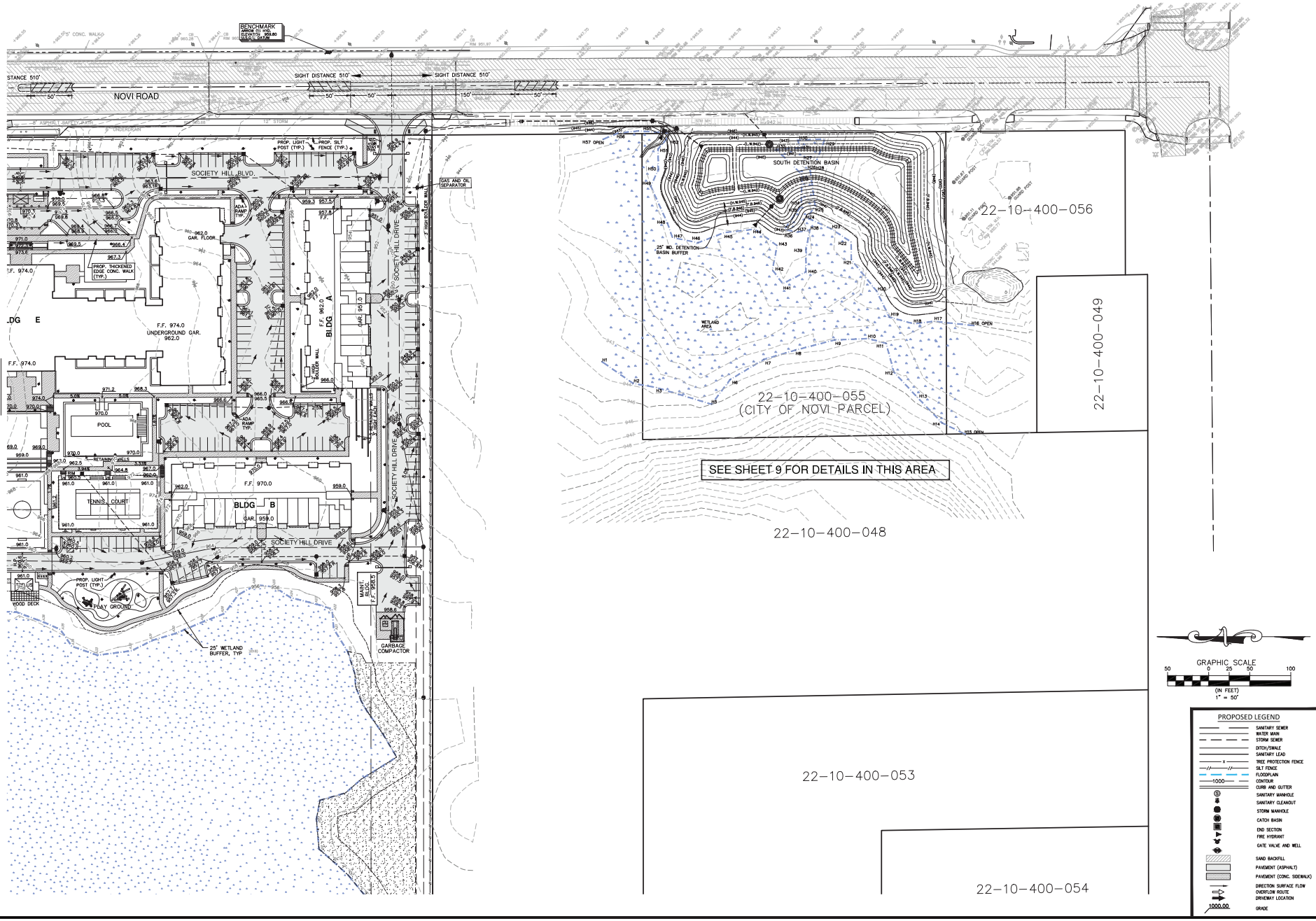

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1" = 50'

PROPOSED LEGEND

- SANITARY SEWER
- WATER MAIN
- STORM SEWER
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- SANITARY LEAD
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- PAVEMENT (CONC. SIDEWALK)
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PROJECT NUMBER: 23-207
PROJECT MANAGER: R.E. LABEAU
DRAWN BY: A. AMAD
CHECKED BY: R.E.
DATE: 03/25/24
OFFICE: FARMINGTON HILLS

CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL

PART OF THE SE 1/4 OF SECTION 10, T1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
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PAGE No.:
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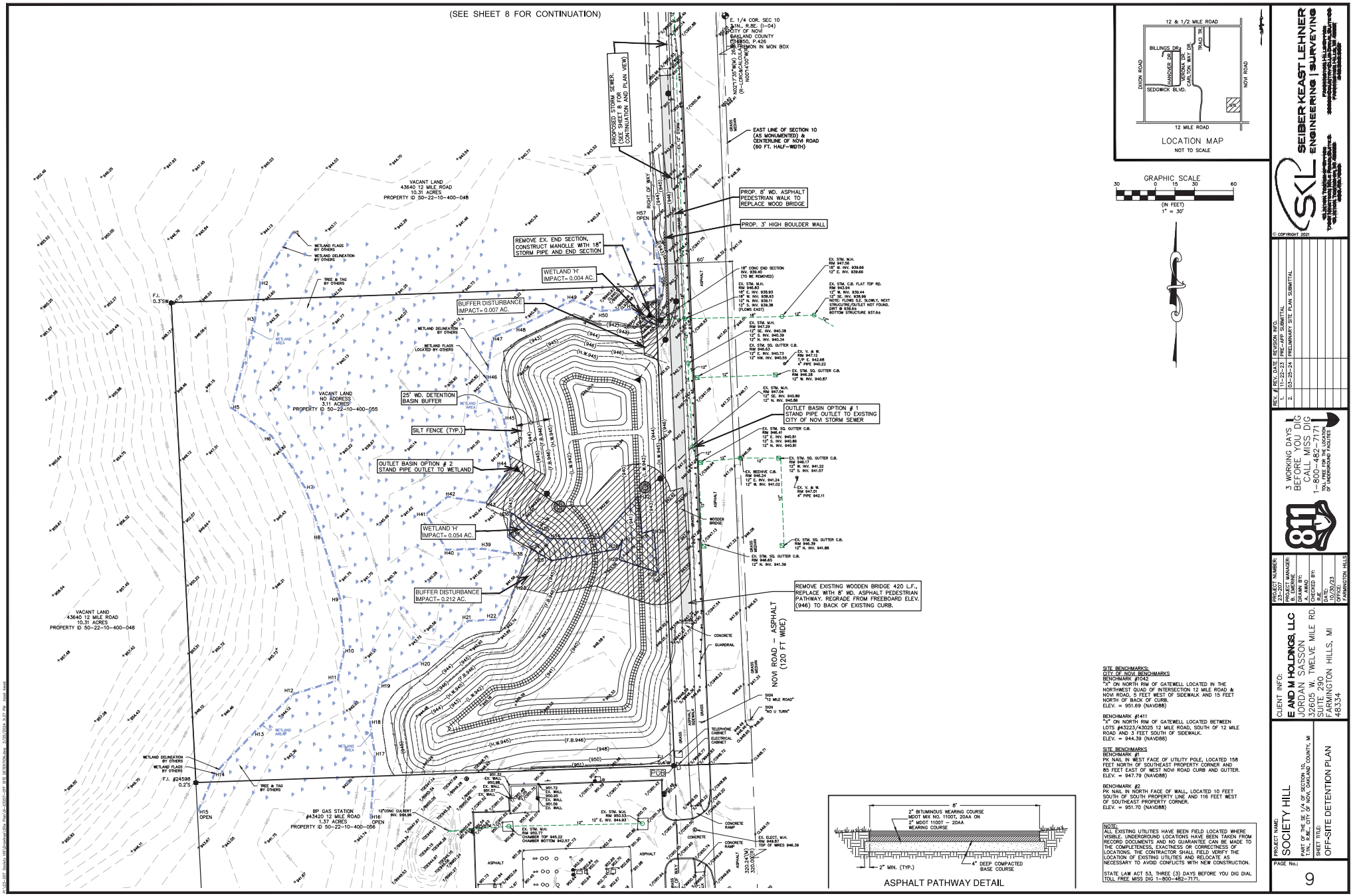

ASPHALT PATHWAY DETAIL

LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1" = 30'

SITE BENCHMARKS:
CITY OF NOVI BENCHMARKS
BENCHMARK #1042
"X" ON NORTH RIM OF GATEWELL LOCATED IN THE NORTHWEST QUAD OF INTERSECTION 12 MILE ROAD & NOVI ROAD, 5 FEET WEST OF SIDEWALK AND 15 FEET NORTH OF BACK OF CURB.
ELEV. = 951.69 (NAVD88)

BENCHMARK #1411
"X" ON NORTH RIM OF GATEWELL LOCATED BETWEEN LOTS #43223/43025 12 MILE ROAD, SOUTH OF 12 MILE ROAD AND 3 FEET SOUTH OF SIDEWALK.
ELEV. = 944.39 (NAVD88)

SITE BENCHMARKS
BENCHMARK #1
PK NAIL IN WEST FACE OF UTILITY POLE, LOCATED 158 FEET NORTH OF SOUTHEAST PROPERTY CORNER AND 85 FEET EAST OF WEST NOVI ROAD CURB AND GUTTER.
ELEV. = 947.79 (NAVD88)

BENCHMARK #2
PK NAIL IN NORTH FACE OF WALL, LOCATED 10 FEET SOUTH OF SOUTH PROPERTY LINE AND 116 FEET WEST OF SOUTHEAST PROPERTY CORNER.
ELEV. = 951.70 (NAVD88)

NOTE:
ALL EXISTING UTILITIES HAVE BEEN FIELD LOCATED WHERE VISIBLE. UNDERGROUND LOCATIONS HAVE BEEN TAKEN FROM RECORD DOCUMENTS AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, EXACTNESS OR CORRECTNESS OF LOCATIONS. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UTILITIES AND RELOCATE AS NECESSARY TO AVOID CONFLICTS WITH NEW CONSTRUCTION.

STATE LAW ACT 53, THREE (3) DAYS BEFORE YOU DIG DIAL TOLL FREE MISS DIG 1-800-482-7171.

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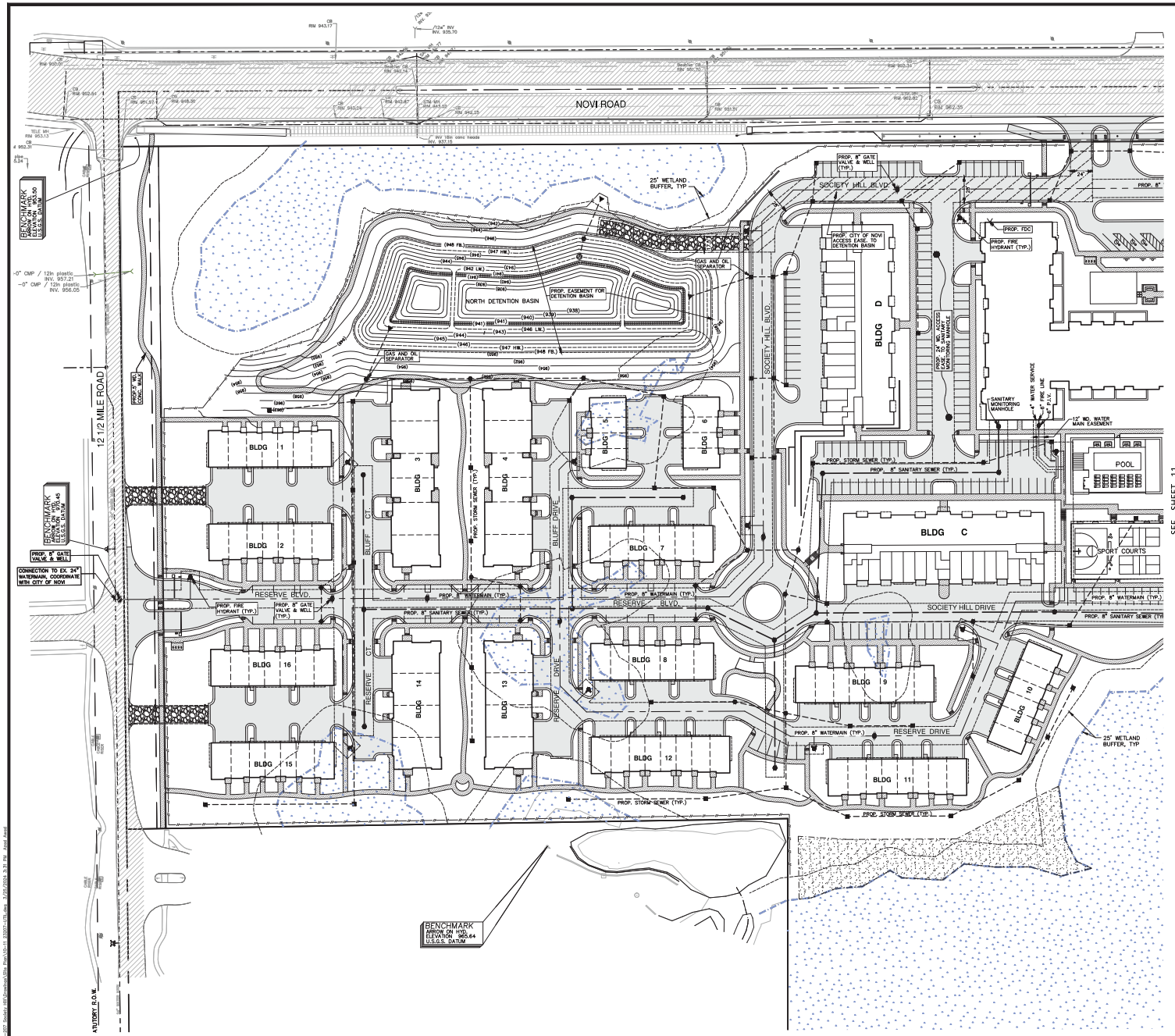
PROJECT NUMBER: 23-207
PROJECT MANAGER: R.J.E.
DRAWN BY: A. AWAD
CHECKED BY: R.J.E.
DATE: 03-25-24
OFFICE: FARMINGTON HILLS

CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL
PART OF THE SE 1/4 OF SECTION 10, T1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
OFF-SITE DETENTION PLAN

PAGE No.:
9



GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1" = 50'

NOTE:
ALL 8" SANITARY SEWERS AND 8" WATERMAINS TO BE CENTERLINE OF 20' WIDE EASEMENT AS SHOWN.

PROPOSED IMPROVEMENTS

1. MUNICIPAL SEWER TO BE PROVIDED BY CONNECTING TO AN EXIST. SANITARY SEWER MANHOLE LOCATED NEAR THE SOUTHWEST CORNER OF THE SITE AS SHOWN.
2. MUNICIPAL WATER TO BE PROVIDED BY CONNECTING TO AN EXIST. 24" WATER MAIN ALONG THE NORTH SIDE OF 12 1/2 MILE ROAD AND CONNECTING TO AN EXIST. 36" WATER MAIN ALONG THE EAST SIDE OF NOVI ROAD. ALL INTERNAL WATER MAINS TO BE 8" DIA.
3. STORM WATER DETENTION SHALL BE PROVIDED ON SITE.

PROPOSED LEGEND

- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- DITCH/SWALE
- SANITARY LEAD
- TREE PROTECTION FENCE
- SILT FENCE
- FLOODPLAIN
- 1000 CONTOUR
- CURB AND GUTTER
- SANITARY MANHOLE
- SANITARY CLEANOUT
- STORM MANHOLE
- CATCH BASIN
- END SECTION
- FIRE HYDRANT
- GATE VALVE AND WELL
- SAND BACKFILL
- PAVEMENT (ASPHALT)
- PAVEMENT (CONC. SIDEWALK)
- DIRECTION SURFACE FLOW
- OVERFLOW ROUTE
- DRIVEWAY LOCATION
- 1000.00 GRADE

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3 WORKING DAYS BEFORE YOU DIG
CALL MISS DIG
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OF UNDERGROUND FACILITIES

PROJECT NUMBER: 23-207
PROJECT MANAGER: R.J.E.
DRAWN BY: A. AMAD
CHECKED BY: R.J.E.
DATE: 10/20/23
OFFICE: FARMINGTON HILLS

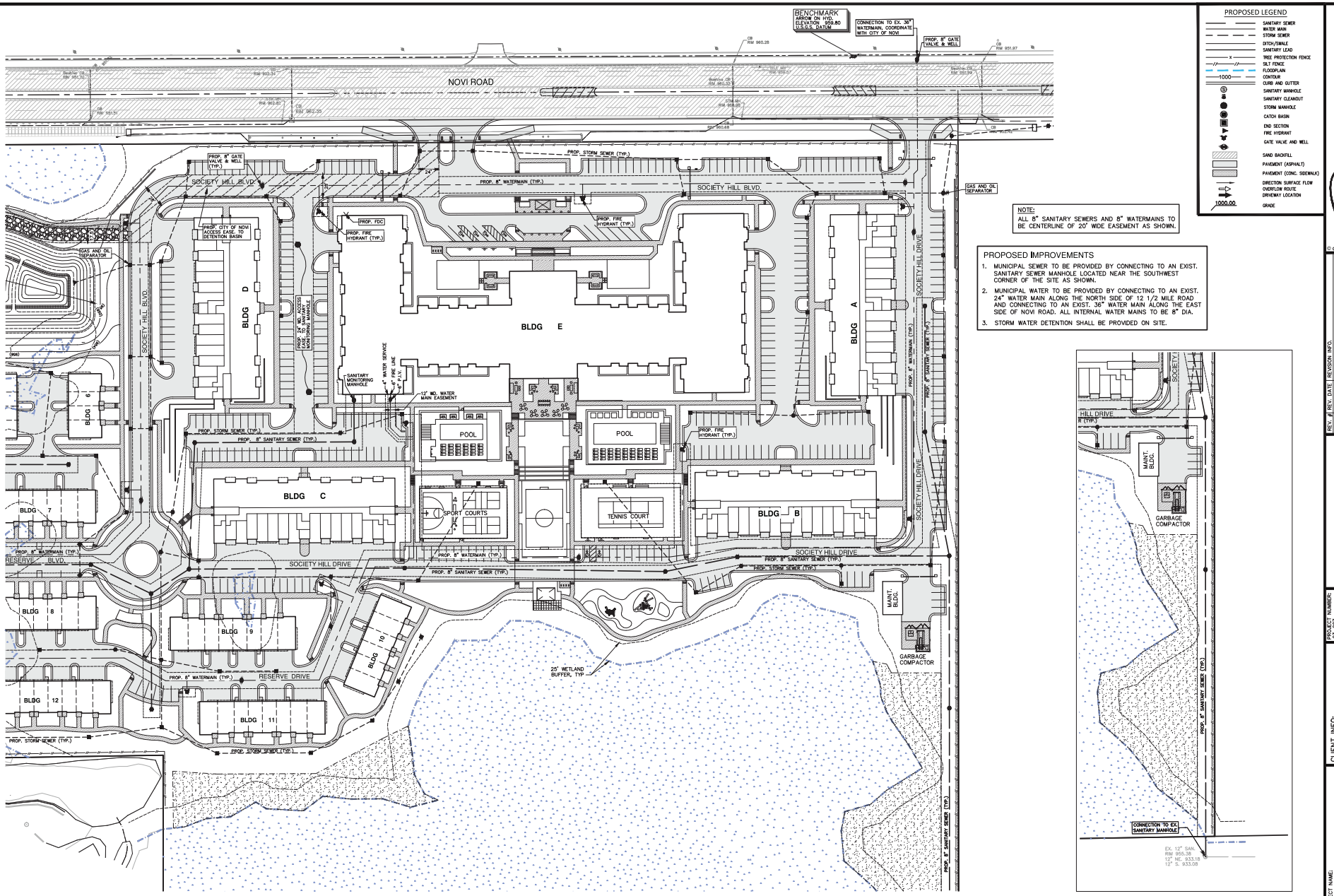
CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL

PART OF THE SE 1/4 OF SECTION 10, T1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
UTILITY PLAN

PAGE No.:
10



SEE SHEET 10

SEE CONTINUATION ON RIGHT

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3 WORKING DAYS BEFORE YOU DIG
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811
IT'S FREE AND IT'S THE LAW
STOP! DON'T DIG UNTIL ALL OF UNDERGROUND FACILITIES ARE MARKED

PROJECT NUMBER: 23-207
PROJECT MANAGER: R.J.E.
DRAWN BY: A. AMAD
CHECKED BY: R.J.E.
DATE: 10-13-23
OFFICE: FARMINGTON HILLS

CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
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SHEET TITLE:
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PAGE No.:
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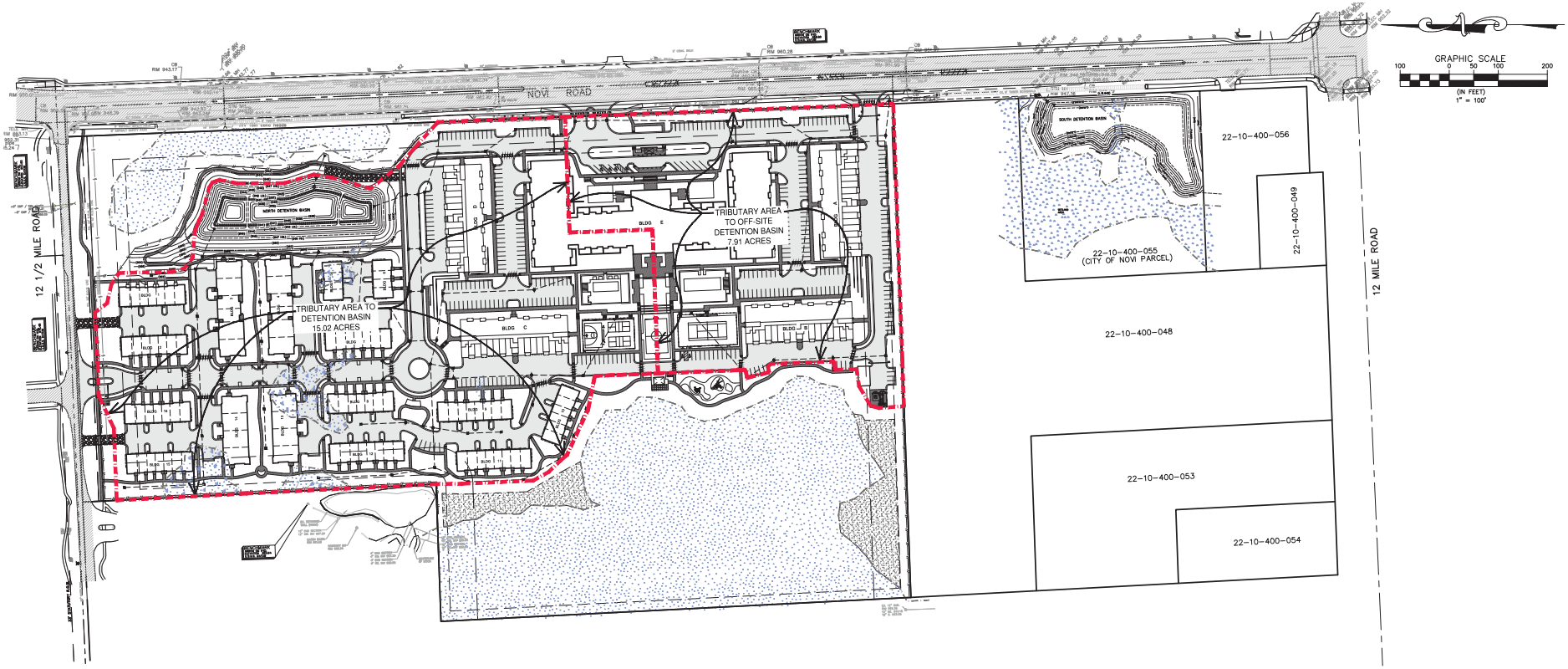


NORTH BASIN

DETERMINE DETENTION REQUIREMENTS (100-YEAR STORM)

Ac =	15.02	Ac	(On Site Area Tributary to Basin)
$Q_{ud\ onsite}$ =	2.25	cfs	(0.15 cfs/Ac)
C_{onsite} =	0.74		
$Q_o = Q_{ud} / (Ac * C)$ =	0.20		cfs/Ac. Imp
$T = -25 + sqrt(10312.5/Q_o)$ =	200.55		min
$Vs = (16500*T)/(T+25)-40*Q_o*T$ =	13045		cf/Ac. Imp
$Vt = Vs * Ac. * C$ =	144993		ft^3 req'd

DETERMINE HW ELEVATION IN DETENTION BASIN

Basin A

Elevation	Area	Volume (c.f.)
942	20640	0
943	24371	22506
944	27712	48547
945	31130	77968
946	34645	110856
947	38261	147309

HW EL = 947.0	Volume at HW = 147309

PERMANENT WATER VOLUME REQUIRED

Ac =	15.02	Ac
C =	0.74	
$V_P = 1815 * A * C$ =	20173	cf

Basin A

Elevation	Area	Volume (c.f.
942	20640	0
941	17141	18891
940	11780	33351
939	9322	43902
938	7007	52067

52067 cf > V_P

FIRST FLUSH VOLUME REQUIRED

$Vff = 1815 * A * C$ =	20173	cf
FF EL. =	943.0	ft

BANK FULL VOLUME REQUIRED

$Vbf = 5160 * A * C$ =	57352	cf
BF EL. =	944.3	ft

Storm Water North Basin Average "C" Factor

TRIBUTARY AREA: 15.02 AC.

A	B	C	D	E	F	G	H	I	
Building		Pavement		Lawn		Low Water		Total	Average "C" Factor
Area (Ac.)	"C" Factor	Area (Ac.)	"C" Factor	Area (Ac.)	"C" Factor	Area (Ac.)	"C" Factor	Area (Ac.)	((AxB)+(CxD)+(ExF)+(GxH))/I
3.650	0.950	5.580	0.950	5.320	0.350	0.470	1.000	15.020	0.74

SOUTH OFF-SITE BASIN

DETERMINE DETENTION REQUIREMENTS (100-YEAR STORM)

Ac =	7.91	Ac	(On Site Area Tributary to Basin)
$Q_{ud\ onsite}$ =	1.19	cfs	(0.15 cfs/Ac)
C_{onsite} =	0.71		
$Q_o = Q_{ud} / (Ac * C)$ =	0.21		cfs/Ac. Imp
$T = -25 + sqrt(10312.5/Q_o)$ =	195.94		min
$Vs = (16500*T)/(T+25)-40*Q_o*T$ =	12977		cf/Ac. Imp
$Vt = Vs * Ac. * C$ =	72881		ft^3 req'd

DETERMINE HW ELEVATION IN DETENTION BASIN

Basin A

Elevation	Area	Volume (c.f.)
942	18875	0
943	22581	20728
944	26164	45101
945	29867	73116
946	0	
947	0	

HW EL = 945.0	Volume at HW = 73116

PERMANENT WATER VOLUME REQUIRED

Ac =	7.91	Ac
C =	0.71	
$V_P = 1815 * A * C$ =	10193	cf

Basin A

Elevation	Area	Volume (c.f.
942	18875	0
941	9226	14051
940	6378	21853

21853 cf > V_P

FIRST FLUSH VOLUME REQUIRED

$Vff = 1815 * A * C$ =	10193	cf
FF EL. =	942.6	ft

BANK FULL VOLUME REQUIRED

$Vbf = 5160 * A * C$ =	28979	cf
BF EL. =	943.4	ft

Storm Water South Basin Average "C" Factor

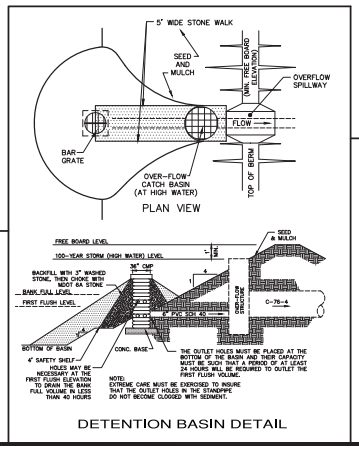
TRIBUTARY AREA: 7.91 AC.

A	B	C	D	E	F	G	H	I	
Building		Pavement		Lawn		Basin A Low Water		Total	Average "C" Factor
Area (Ac.)	"C" Factor	Area (Ac.)	"C" Factor	Area (Ac.)	"C" Factor	Area (Ac.)	"C" Factor	Area (Ac.)	((AxB)+(CxD)+(ExF)+(GxH))/I
2.170	0.950	2.840	0.950	2.510	0.350	0.390	1.000	7.910	0.71

MAINTENANCE SCHEDULE:

THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION BASIN. MAINTENANCE SHOULD BE PERFORMED FOLLOWING ANY 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 ROSIVE 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.



DETENTION BASIN DETAIL

PROPOSED LEGEND

- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- DITCH/SWALE
- SANITARY LEAD
- TREE PROTECTION FENCE
- SILT FENCE
- FLOODPLAIN
- 1000 CONTOUR
- CURB AND GUTTER
- SANITARY MANHOLE
- SANITARY CLEANOUT
- STORM MANHOLE
- CATCH BASIN
- END SECTION
- FIRE HYDRANT
- GATE VALVE AND WELL
- SAND BACKFILL
- PAVEMENT (ASPHALT)
- PAVEMENT (CONC. SIDEWALK)
- DIRECTION SURFACE FLOW
- OVERFLOW ROUTE
- DRIVEWAY LOCATION
- 1000.00 GRADE

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1.	11-22-23	PRE-APP SUBMITTAL
2.	03-25-24	PRELIMINARY SITE PLAN SUBMITTAL

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PROJECT NUMBER: 23-207
PROJECT MANAGER: R.J.E.
DRAWN BY: A. AMAD
CHECKED BY: R.J.E.
DATE: 03/25/24
OFFICE: FARMINGTON HILLS

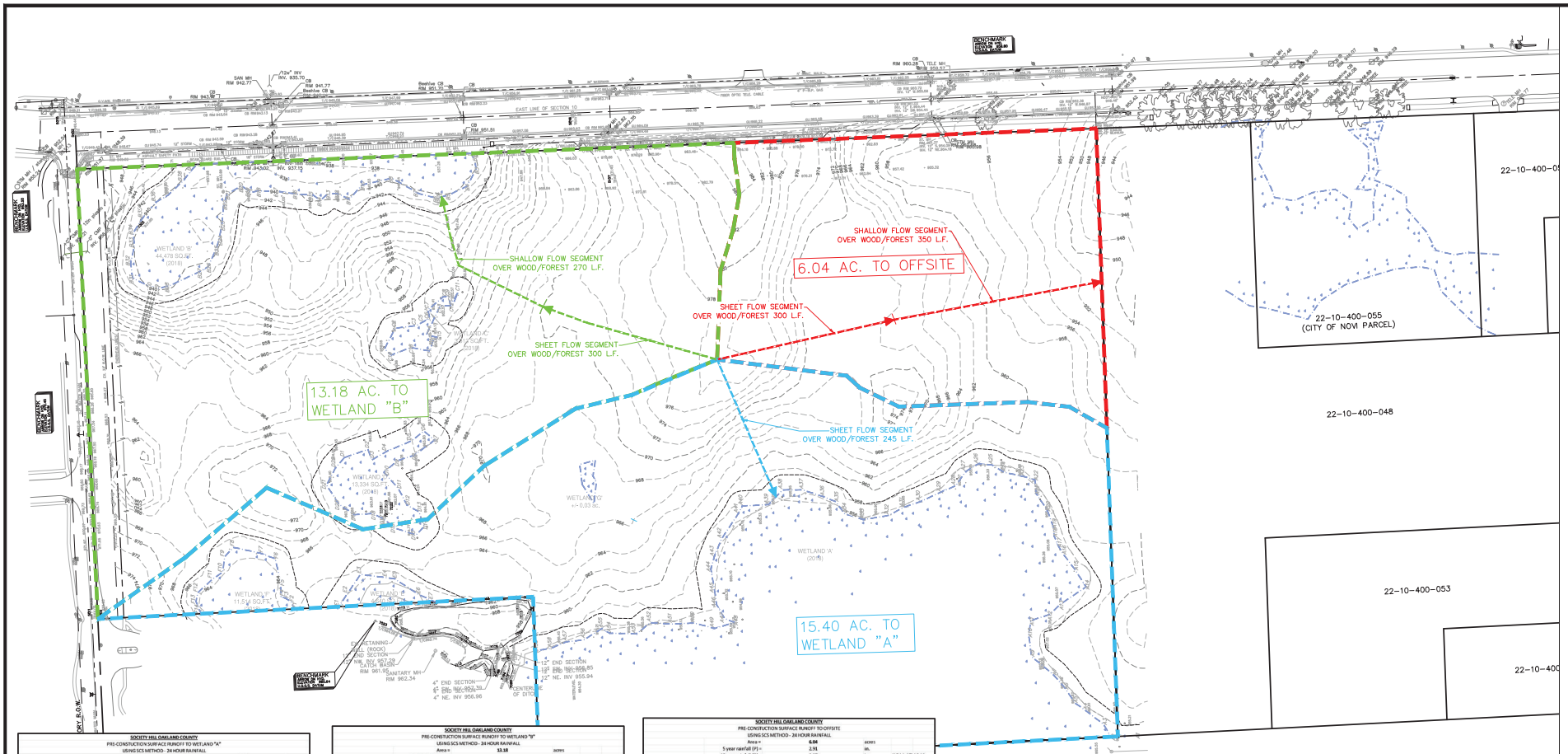
CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL
PART OF THE SE 1/4 OF SECTION 10, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
STORM WATER MANAGEMENT PLAN

PAGE No.:
12

CAD File: 2023 Studies\ 23-207 Society Hill\ Drawings\ Site Plans\ SP-23207-C-SWM.dwg 3/25/2024 3:13:31 PM Ariel Amad



SOCIETY HILL OAKLAND COUNTY
PRE-CONSTRUCTION SURFACE RUNOFF TO WETLAND "A"
USING SCS METHOD - 24 HOUR RAINFALL

Area =	15.4	acres	
5 year rain'fall (P) =	2.91	in.	
10 year rain'fall (P) =	3.37	in.	NOAA ATLAS 14
100 year rain'fall (P) =	5.29	in.	

RUNOFF CURVE NUMBER — from Oak. Co. Soil Maps

Hydrologic Soil Group	Land Use	RCN	Area (Ac.)	
C	WOODS OR FOREST, GOOD COVER	70	8.51	595.7
C	WETLAND/WATER BODY	100	6.89	689
	Total	15.4	1284.7	
	Composite RCN =	83		
	S = 1000/RCN - 10 =	1.99	in	

RUNOFF (inches)

		1.40 in	5 year
Surface Runoff	SRO = (P-0.2S)² / (P+0.8S) =	1.76 in	10 year
		3.48 in	100 year
VOLUME OF RUNOFF	(area x depth)		
		99,592 cubic feet	10 year
		194,502 cubic feet	100 year

TIME OF CONCENTRATION

Sheet Flow

L=	245	ft		
Dif. In Elev. =	978- 956 =	22		
Average Slope S=	100*22/(245) =	8.98 %		
n=	0.24			
p=	2-year, 24-hr rainfall (in)	2.41		
Tc=	0.007(nL)^0.8 /(P)^0.5 S^0.4	0.308 hrs		18.47 min.

Shallow Concentrated Flow

S=		ft/ft	
L=	0	ft	
V =	3.2	ft/s (TR-55, Fig. 3-1 for S = 0.04 ft/ft)	
Tc=	L/(V*3600)	0.000 hrs	0.00 min.
		Total Time of Concentration (Tc)=	18.47 min
			0.31 hr

Unit Hydrograph Peak

Unit Hydrograph Peak (Q_{up})= 238.6 * $Tc^{-0.82}$ = 627.01 cfs/in/mi²

Peak rate of runoff

% Swamp	0.00%		
% Lake	0.00%		
10 Year	Peak Rate of Runoff (Q) = Area (mi²) * SRO * Q_{up} =	26.88 cfs	
	Adjustment Ponding - Swamp	1	
	Lake	1	
		1.000	
	10 year Peak Q =	26.9 cfs	
100 Year	Peak Rate of Runoff (Q) = Area (mi²) * SRO * Q_{up} =	52.49 cfs	
	Adjustment Ponding - Swamp	1	
	Lake	1	
		1.000	
	100 year Peak Q =	52.5 cfs	
	Pre-Construction Max Runoff Rate =	52.5 cfs (100 Yr Storm)	

SOCIETY HILL OAKLAND COUNTY
PRE-CONSTRUCTION SURFACE RUNOFF TO WETLAND "B"
USING SCS METHOD - 24 HOUR RAINFALL

Area =	13.18	acres	
5 year rain'fall (P) =	2.91	in.	
10 year rain'fall (P) =	3.37	in.	NOAA ATLAS 14
100 year rain'fall (P) =	5.29	in.	

RUNOFF CURVE NUMBER — from Oak. Co. Soil Maps

Hydrologic Soil Group	Land Use	RCN	Area (Ac.)	
C	WOODS OR FOREST, GOOD COVER	70	11.78	824.6
C	WETLAND/WATER BODY	100	1.4	140
	Total	13.18	964.6	
	Composite RCN =	73		
	S = 1000/RCN - 10 =	3.66	in	

RUNOFF (inches)

		0.81 in	5 year
Surface Runoff	SRO = (P-0.2S)² / (P+0.8S) =	1.30 in	10 year
		2.53 in	100 year
VOLUME OF RUNOFF	(area x depth)		
		52,811 cubic feet	10 year
		120,867 cubic feet	100 year

TIME OF CONCENTRATION

Sheet Flow

L=	300	ft		
Dif. In Elev. =	978- 930 =	8		
Average Slope S=	100*8/(300) =	2.67 %		
n=	0.24			
p=	2-year, 24-hr rainfall (in)	2.41		
Tc=	0.007(nL)^0.8 /(P)^0.5 S^0.4	0.588 hrs		35.30 min.

Shallow Concentrated Flow

S=	(970-940)/270 =	0.104 ft/ft	
L=	270	ft	
V =	1.75	ft/s (TR-55, Fig. 3-1 for S = 0.04 ft/ft)	
Tc=	L/(V*3600)	0.043 hrs	2.57 min.
		Total Time of Concentration (Tc)=	37.87 min
			0.63 hr

Unit Hydrograph Peak

Unit Hydrograph Peak (Q_{up})= 238.6 * $Tc^{-0.82}$ = 348.00 cfs/in/mi²

Peak rate of runoff

% Swamp	0.00%		
% Lake	0.00%		
10 Year	Peak Rate of Runoff (Q) = Area (mi²) * SRO * Q_{up} =	7.91 cfs	
	Adjustment Ponding - Swamp	1	
	Lake	1	
		1.000	
	10 year Peak Q =	7.9 cfs	
100 Year	Peak Rate of Runoff (Q) = Area (mi²) * SRO * Q_{up} =	18.11 cfs	
	Adjustment Ponding - Swamp	1	
	Lake	1	
		1.000	
	100 year Peak Q =	18.1 cfs	
	Pre-Construction Max Runoff Rate =	18.1 cfs (100 Yr Storm)	

SOCIETY HILL OAKLAND COUNTY
PRE-CONSTRUCTION SURFACE RUNOFF TO OFFSITE
USING SCS METHOD - 24 HOUR RAINFALL

Area =	6.04	acres	
5 year rain'fall (P) =	2.91	in.	
10 year rain'fall (P) =	3.37	in.	NOAA ATLAS 14
100 year rain'fall (P) =	5.29	in.	

RUNOFF CURVE NUMBER — from Oak. Co. Soil Maps

Hydrologic Soil Group	Land Use	RCN	Area (Ac.)	
C	WOODS OR FOREST, GOOD COVER	70	6.04	422.8
	Total	6.04	422.8	
	Composite RCN =	70		
	S = 1000/RCN - 10 =	4.29	in	

RUNOFF (inches)

		0.66 in	5 year
Surface Runoff	SRO = (P-0.2S)² / (P+0.8S) =	0.93 in	10 year
		2.25 in	100 year
VOLUME OF RUNOFF	(area x depth)		
		20,364 cubic feet	10 year
		49,416 cubic feet	100 year

TIME OF CONCENTRATION

Sheet Flow

L=	300	ft		
Dif. In Elev. =	978- 968 =	10		
Average Slope S=	100*8/(300) =	3.33	%	
n=	0.24			
p=	2-year, 24-hr rainfall (in)	2.41		
Tc=	0.007(nL)^0.8 /(P)^0.5 S^0.4	0.538 hrs		32.28 min.

Shallow Concentrated Flow

S=	(968-951)/350 =	0.049 ft/ft	
L=	350	ft	
V =	3.6	ft/s (TR-55, Fig. 3-1 for S = 0.04 ft/ft)	
Tc=	L/(V*3600)	0.027 hrs	1.62 min.
		Total Time of Concentration (Tc)=	33.90 min
			0.57 hr

Unit Hydrograph Peak

Unit Hydrograph Peak (Q_{up})= 238.6 * $Tc^{-0.82}$ = 383.04 cfs/in/mi²

Peak rate of runoff

% Swamp	0.00%		
% Lake	0.00%		
10 Year	Peak Rate of Runoff (Q) = Area (mi²) * SRO * Q_{up} =	3.34 cfs	
	Adjustment Ponding - Swamp	1	
	Lake	1	
		1.000	
	10 year Peak Q =	3.3 cfs	
100 Year	Peak Rate of Runoff (Q) = Area (mi²) * SRO * Q_{up} =	8.10 cfs	
	Adjustment Ponding - Swamp	1	
	Lake	1	
		1.000	
	100 year Peak Q =	8.1 cfs	
	Pre-Construction Max Runoff Rate =	8.1 cfs (100 Yr Storm)	

SOCIETY HILL OAKLAND COUNTY
POST-CONSTUCTION SURFACE RUNOFF
3/11/2024

TO SOUTH OFF-SITE BASIN			
Ac =	7.91	Ac	(On Site Area Tributary to Basin)
BASIN OUTLET $Q_{allowable}$ =	**1.19**	**cfs**	(0.15 cfs/Ac) - ENG. DESIGN MANUAL FOR CITY OF NOVI 2014
TO NORTH BASIN			
Ac =	15.02	Ac	(On Site Area Tributary to Basin)
BASIN OUTLET $Q_{allowable}$ =	**2.25**	**cfs**	(0.15 cfs/Ac) - ENG. DESIGN MANUAL FOR CITY OF NOVI 2014

RUNOFF CALCULATION SUMMARY

TO WETLAND "B"	Pre-Construction Max Runoff Rate =	18.1 cfs (100 Yr Storm)
	Post- Construction Max Runoff Rate =	2.25 cfs (0.15 cfs/Ac)
TO OFFSITE	Pre-Construction Max Runoff Rate =	8.1 cfs (100 Yr Storm)
	Post- Construction Max Runoff Rate =	1.19 cfs (0.15 cfs/Ac)

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TOLL FREE NUMBER
OF UNDERGROUND FACILITIES

811

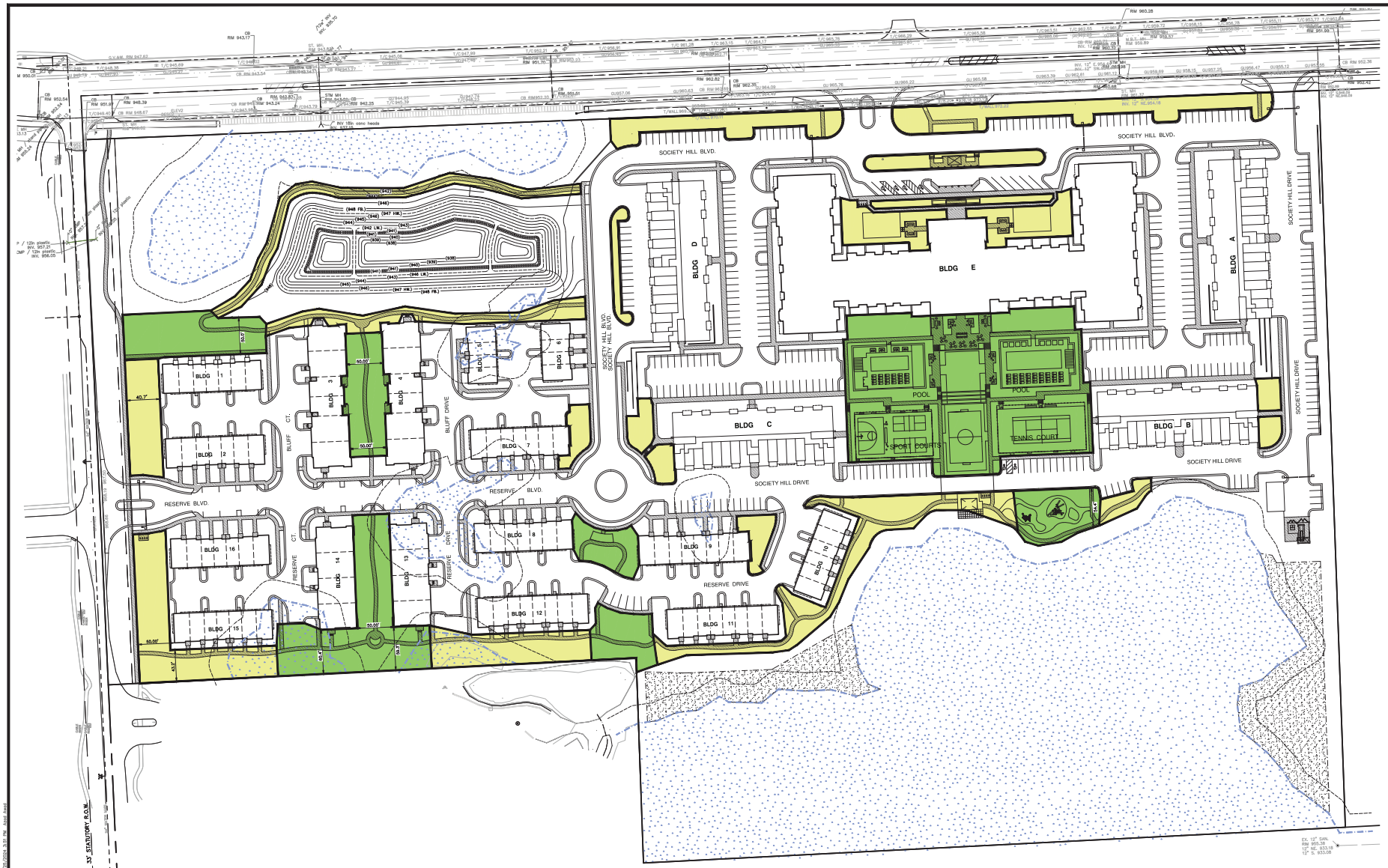
PROJECT NUMBER: 23-201
PROJECT MANAGER: B. EMERINE
DRAWN BY: A. MILLER
CHECKED BY: R.E.
DATE: 10/30/23
OFFICE: FARMINGTON HILLS

CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL
PART OF THE SE 1/4 OF SECTION 10, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
PRE/POST DEVELOPMENT RUNOFF PLAN

PAGE No.:
13



GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1" = 60'

Usable Open Space Calculations

TOTAL No. OF RESIDENTIAL UNITS	=	463
USABLE OPEN SPACE REQUIRED	=	200 S.F. PER UNIT
	=	92,600 S.F.= 2.12 AC.
USABLE OPEN SPACE		
BUILDING BALCONIES	=	37,100 S.F.= 0.85 AC.
USABLE AREA	=	127,552 S.F.= 2.93 AC.
USABLE OPEN SPACE PROVIDED	=	162,823 S.F.= 3.78 AC.
OPEN SPACE		
OPEN SPACE PROVIDED	=	123,013 S.F.= 2.82 AC.
TOTAL OPEN SPACE PROVIDED	=	3.78 + 2.82 = 6.60 AC.

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OF UNDERGROUND FACILITIES

PROJECT NUMBER: 23-207
PROJECT MANAGER: R.J.E.
DRAWN BY: A. AWAD
CHECKED BY: R.J.E.
DATE: 11/22/23
OFFICE: FARMINGTON HILLS

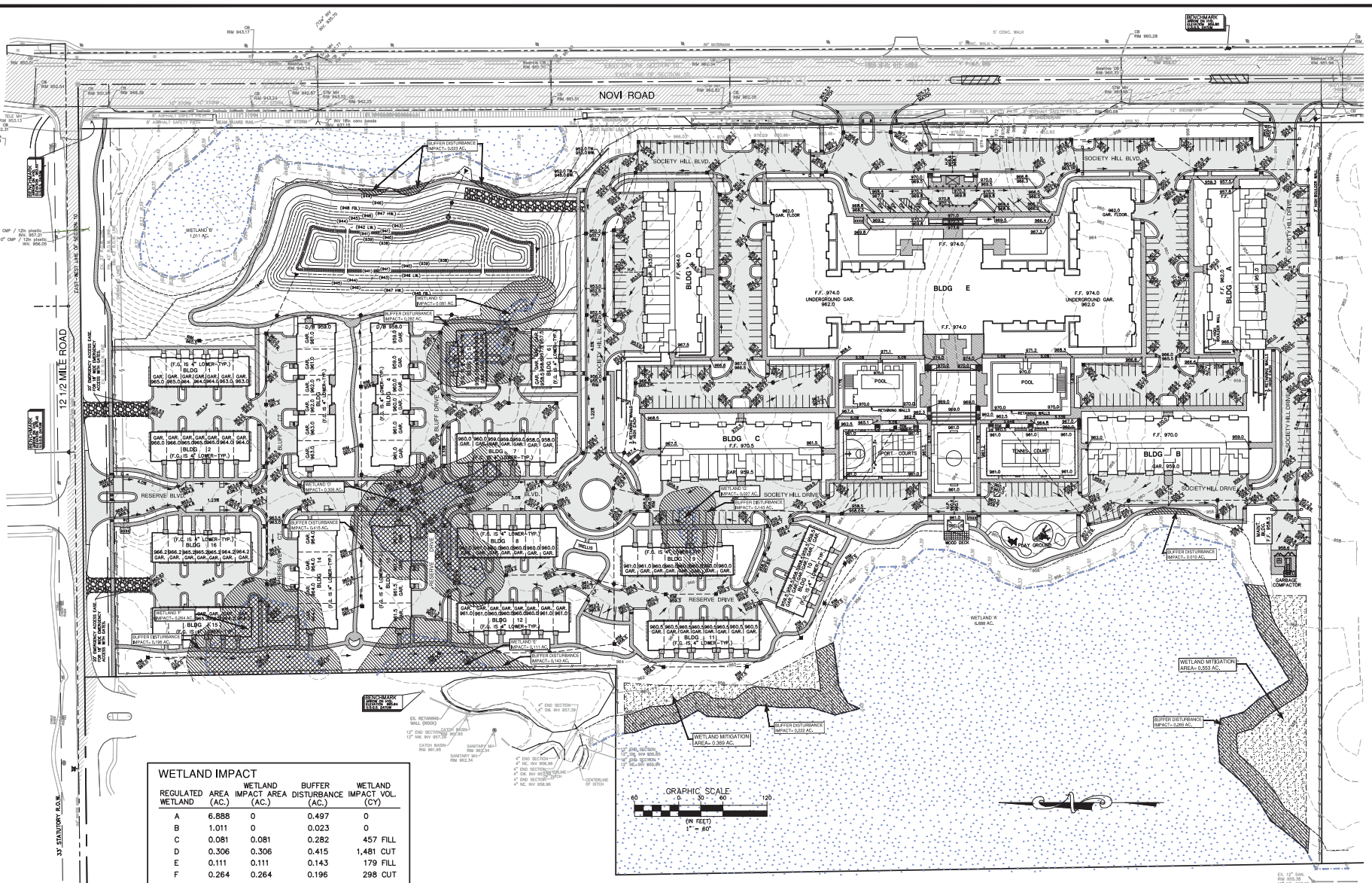
CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL

PART OF THE SE 1/4 OF SECTION 10, T1N, R.9E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
OPEN SPACE PLAN

PAGE No.:
14



WETLAND IMPACT

REGULATED WETLAND	AREA (AC.)	WETLAND IMPACT AREA (AC.)	BUFFER DISTURBANCE (AC.)	WETLAND IMPACT VOL. (CY)
A	6.888	0	0.497	0
B	1.011	0	0.023	0
C	0.081	0.081	0.282	457 FILL
D	0.306	0.306	0.415	1,481 CUT
E	0.111	0.111	0.143	179 FILL
F	0.264	0.264	0.196	298 CUT
G	0.027	0.027	0.143	261 CUT
H (SHOWN ON SHEET 9)	1.251	0.058	0.219	174 FILL
TOTAL:	9.939	0.847	1.918	1,230 CUT

TOTAL WETLAND IMPACT = 0.847 AC.
WETLAND MITIGATION PROVIDED ON SITE = 0.922 AC.

WETLAND LEGEND

WETLAND IMPACT | BUFFER SETBACK DISTURBANCE | WETLAND MITIGATION

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CONTRACTOR TO VERIFY LOCATION OF UNDERGROUND FACILITIES

PROJECT NUMBER: 23-207
PROJECT MANAGER: R.J.E.
DRAWN BY: A. AMAD
CHECKED BY: R.J.E.
DATE: 03-25-24
SCALE: 1" = 60'
OFFICE: FARMINGTON HILLS

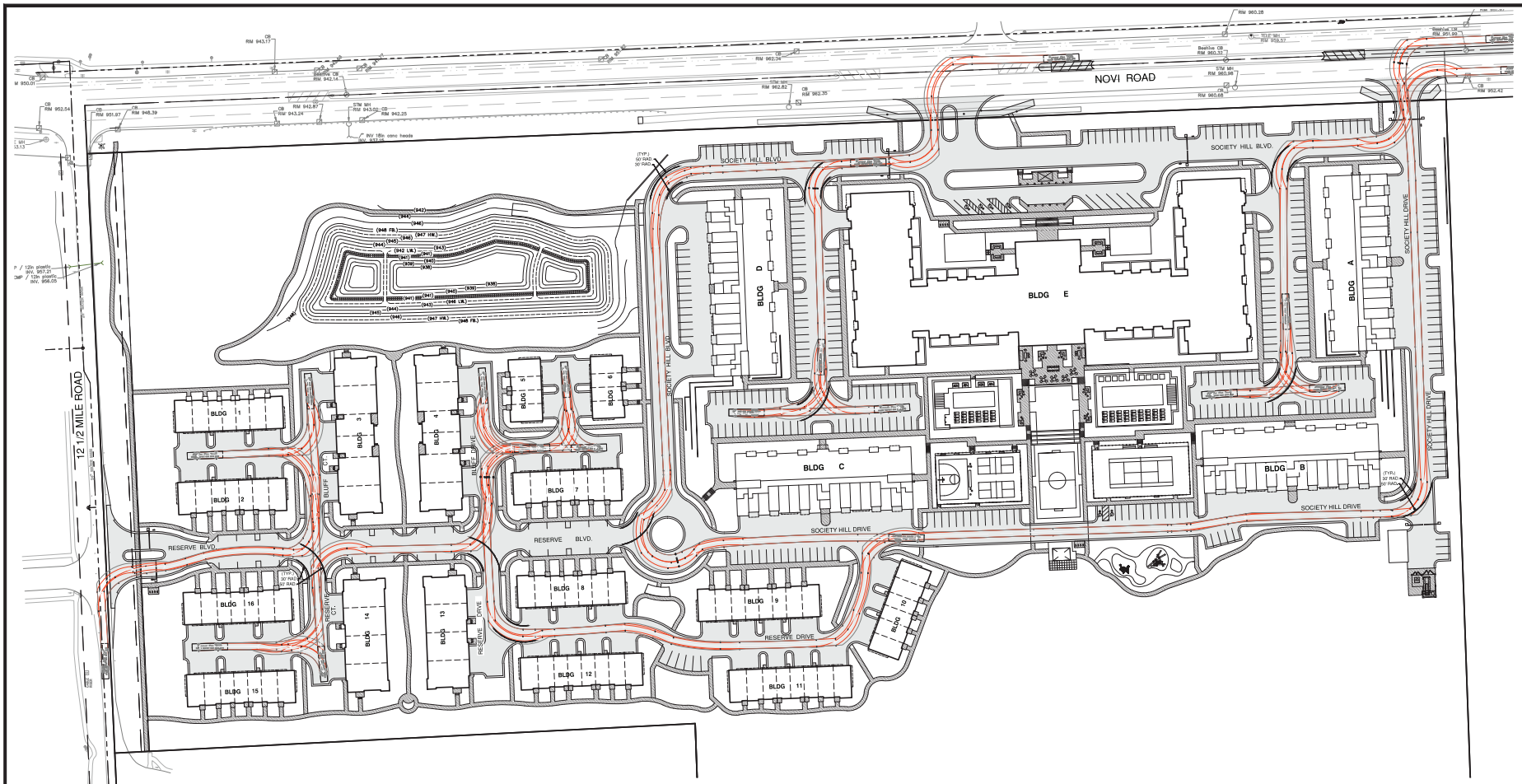
CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

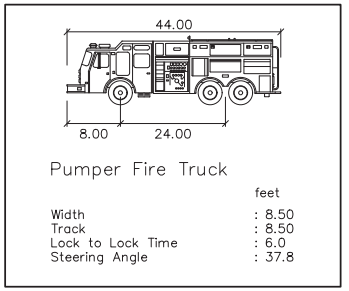
PROJECT NAME:
SOCIETY HILL

PART OF THE SE 1/4 OF SECTION 10, T1N, R.9E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
WETLAND PLAN

PAGE No.:
15





Pumper Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1" = 60'

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PROJECT NUMBER: 23-207
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DRAWN BY: A. AMAD
CHECKED BY: R.J.E.
DATE: 03/25/23
OFFICE: FARMINGTON HILLS

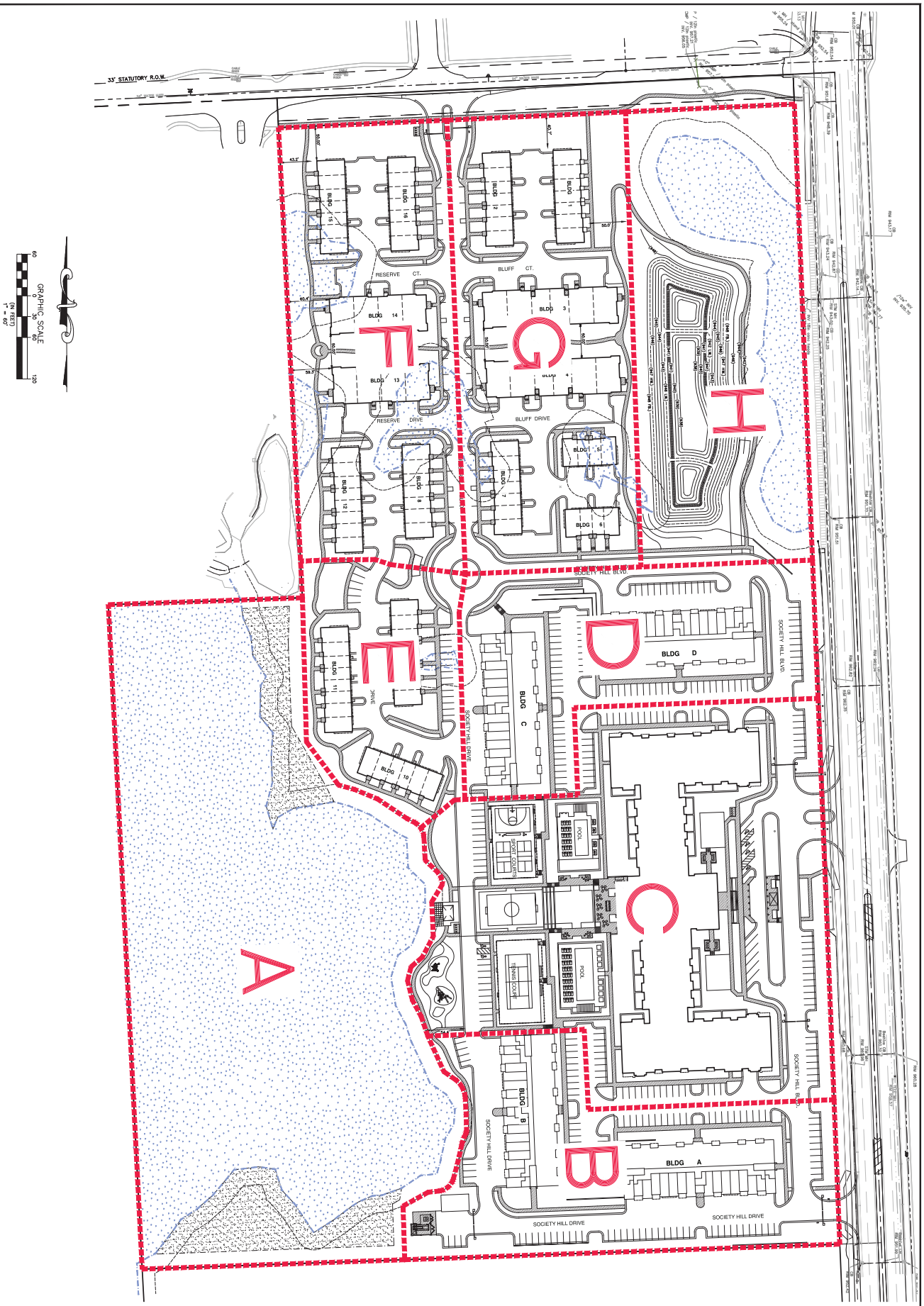
CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL

PART OF THE SE 1/4 OF SECTION 10, T1N, R.9E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
TRUCK ROUTE PLAN

PAGE No.:
16



PROJECT NAME: SOCIETY HILL PART OF THE SE 1/4 OF SECTION 10, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MI SHEET TITLE: PROPOSED TAX LOT SUBDIVISION	CLIENT INFO: E AND M HOLDINGS, LLC JORDAN SASSON 32605 W. TWELVE MILE RD, SUITE 290 FARMINGTON HILLS, MI 48334	PROJECT NUMBER: 23-207 PROJECT MANAGER: B. EMERINE DRAWN BY: A. AWAD CHECKED BY: RJE DATE: 10/30/23 OFFICE: FARMINGTON HILLS	811 3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 TOLL FREE FOR THE LOCATION OF UNDERGROUND FACILITIES

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FARMINGTON HILLS OFFICE

Site Plan

1" = 60'-0"

LEGEND :

- PROPERTY LINE
- WETLAND 25' FT OFFSET
- WATER LIMIT
- EXISTING FOREST
- CONCRETE
- ASPHALT
- SPECIAL PAVEMENT
- 2' HT RETAINING WALL
- SAFETY SURFACE
- HARD COURT SPORT SURFACE
- STRUCTURE TRELLIS / GAZEBO
- WOOD DECK / PATH
- PLANTING
- LAWN
- SHADE TREE
- MEDIUM SIZE / FLOWERING TREE
- TALL EVERGREEN
- NARROW FASTIGIATED EVERGREEN
- LIGHT POLE
- SPORT FIELD LIGHT POLE
- PEDESTRIAN BOLLARD
- WALL SCONCE
- TREE UPLIGHT

F: 248.414.9275

Client:

E&M Holdings, LLC
32605 W. 12 Mile Rd., Ste. 290
Farmington Hills, MI 48334

Project:

Society Hill
Novi Rd.
Novi, MI 48377

ARCHITECT:

KK ARCHITECT
F: 248.414.9270
www.kriegerklatt.com

LANDSCAPE ARCHITECT:

MPFP PLLC
Landscape Architecture + Urban Design
120 Broadway Floor 20
New York, NY 10271

Issued	Description	By
11-22-2023	PreApp Submittal	
03-25-2024	Preliminary Site Plan	

Seal:

Note:

Do not scale drawings. Use calculated dimensions only. Verify existing conditions in field.

North Arrow:

Sheet Title:

RENDER PLAN

Project Number:

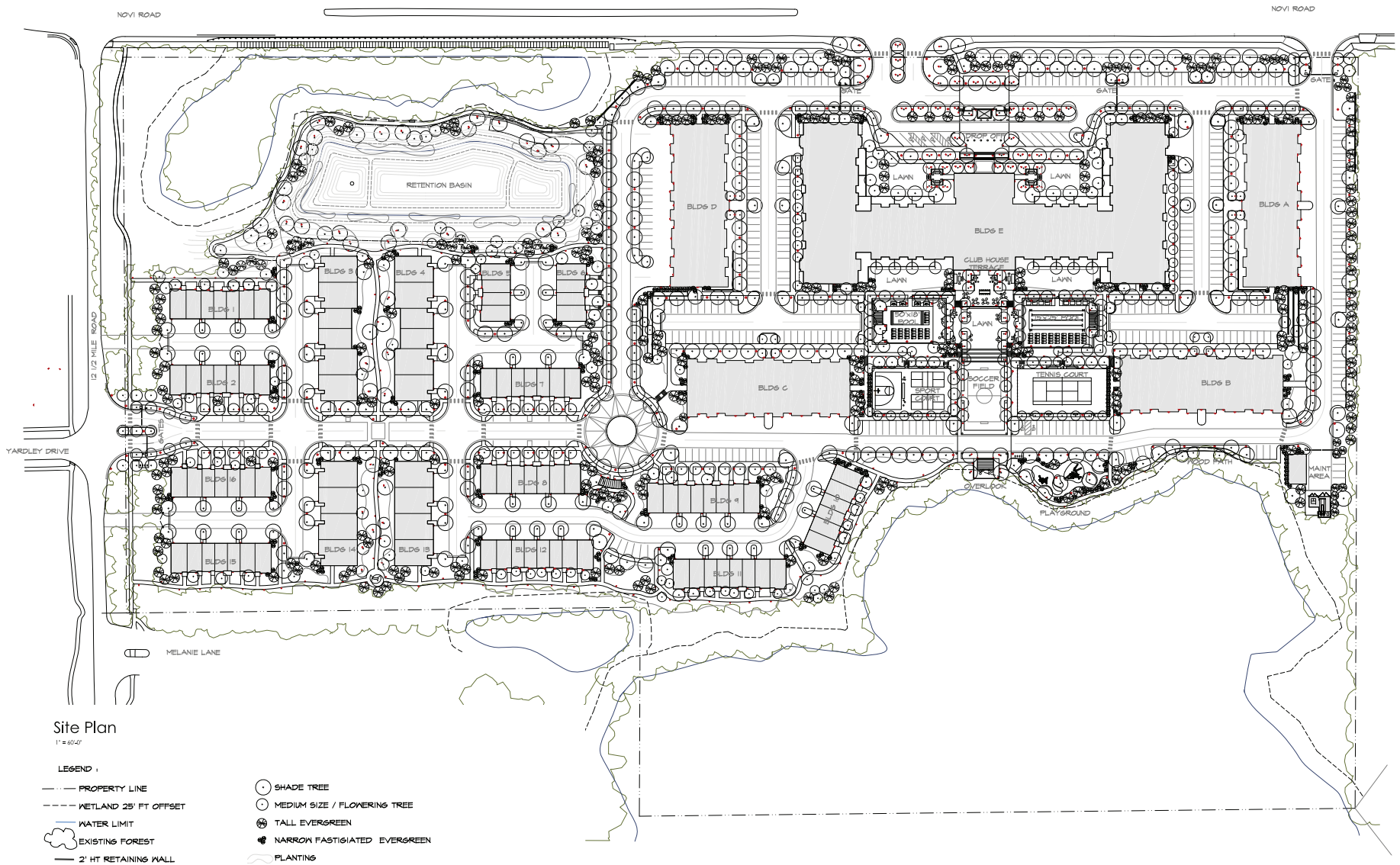
23-065

Scale:

As indicated

Sheet Number:

L.01



Site Plan

1" = 60'-0"

LEGEND :

- PROPERTY LINE
- WETLAND 25' FT OFFSET
- WATER LIMIT
- EXISTING FOREST
- 2' HT RETAINING WALL
- STRUCTURE TRELLIS / GAZEBO
- MOVEABLE FURNITURE
- SHADE TREE
- MEDIUM SIZE / FLOWERING TREE
- TALL EVERGREEN
- NARROW FASTIGIATED EVERGREEN
- PLANTING
- 14'-16' HT LIGHT POLE
- 25' HT SPORT FIELD LIGHT POLE
- PEDESTRIAN BOLLARD
- WALL SCONCE
- TREE UPLIGHT

F: 248.414.9275

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03-25-2024	PreApp Submittal	

Seal:

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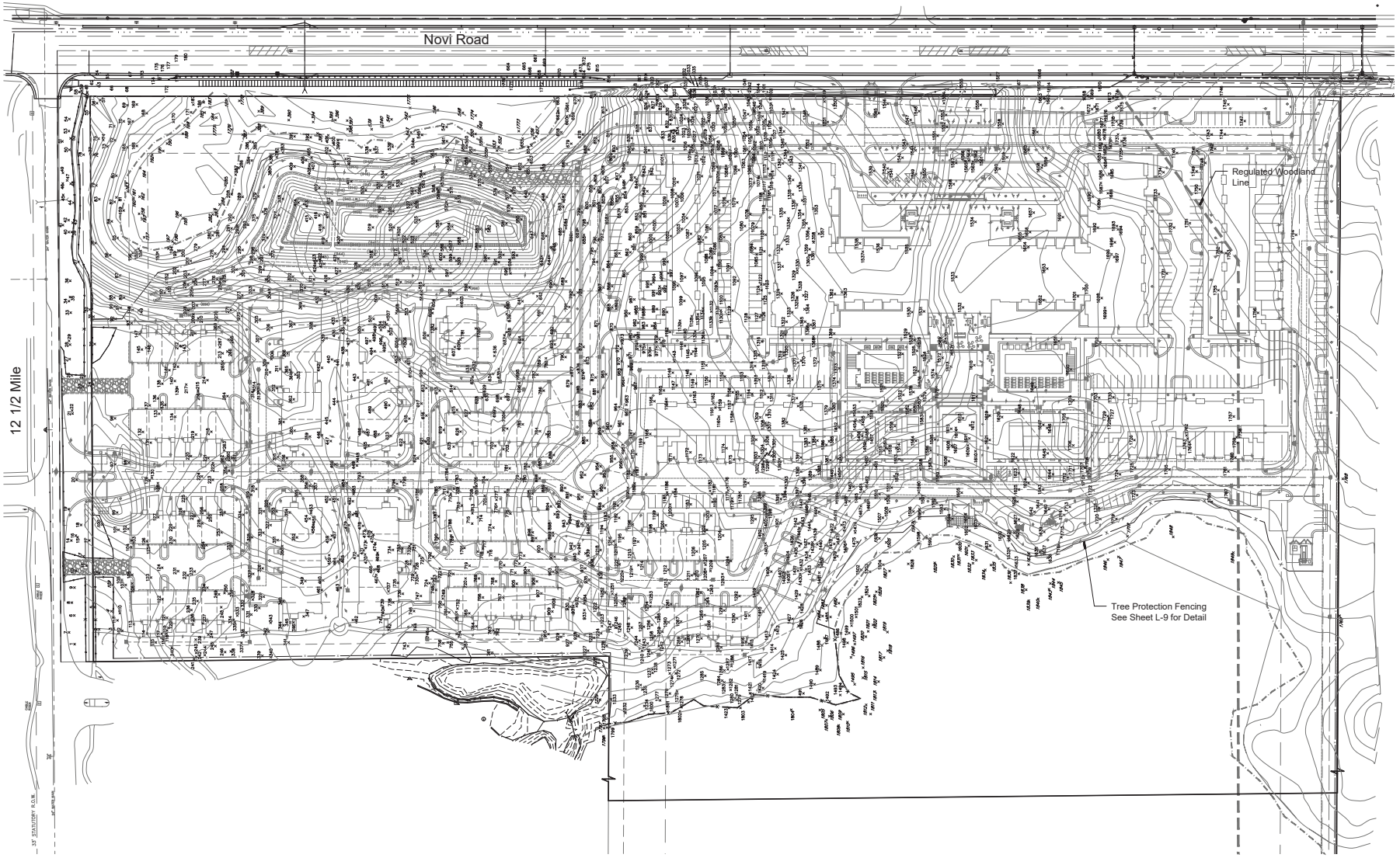
North Arrow:

Sheet Title:
SITE PLAN

Project Number:
23-065

Scale:
As indicated

Sheet Number:
L.02



Key

Bold Tree Tag Denotes Tree Removed

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

Seal:

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

Title:

Woodland Plan

Project:

Society Hill
Novi, Michigan

Prepared for:

E and M Holdings
600 Madison Avenue
New York, New York 10022
248.640.8720

Revision:	Issued:
Preliminary Site Plan	March 25, 2024

Job Number:

23-077

Drawn By:	Checked By:
jca	jca

0' 15' 30' 60'

NORTH
1"=60'

Sheet No.

L-9

Know what's below. Call before you dig.

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Client:
E&M Holdings, LLC
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Farmington Hills, MI 48334

Project:
Society Hill
Novi Rd.
Novi, MI 48337

Issued	Description	By
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03-25-2024	Preliminary Site Plan	

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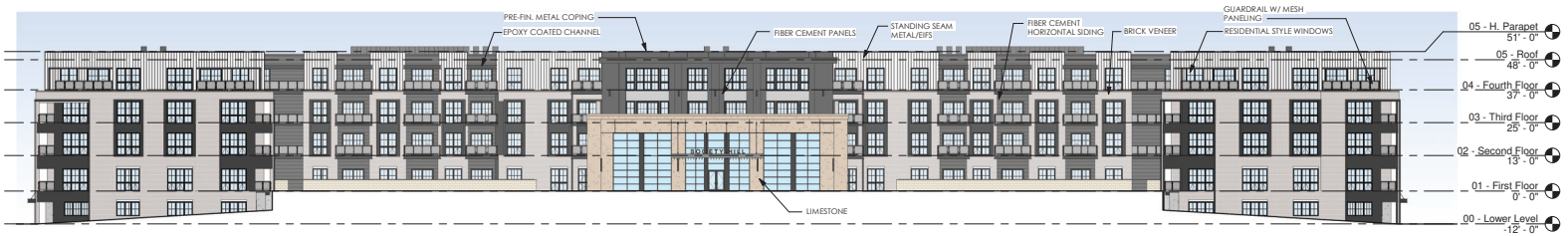
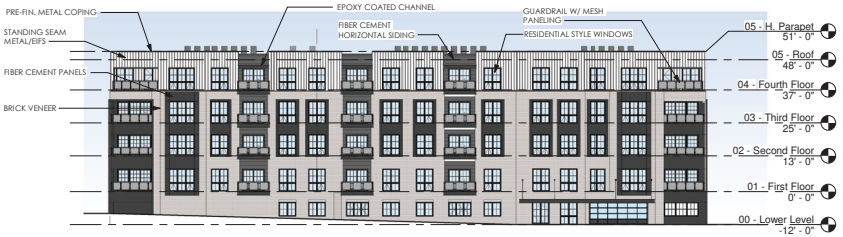
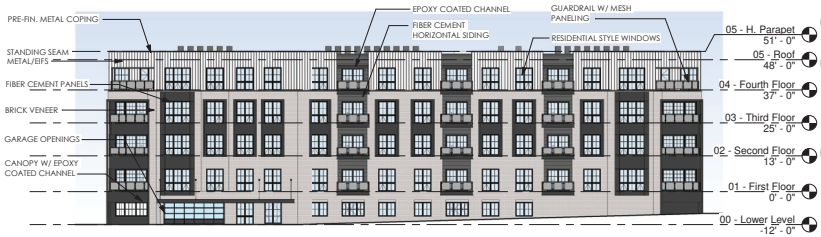


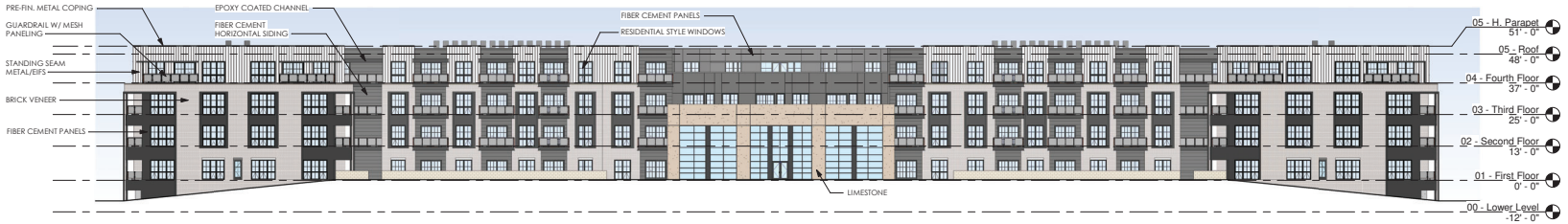
A.100 East (Front) Elevation
3/64" = 1'-0"



B A.100 South (Left) Side Elevation
3/64" = 1'-0"



C A.100 North (Right) Side Elevation
3/64" = 1'-0"



D A.100 West (Rear) Elevation
3/64" = 1'-0"

MATERIAL CALCULATIONS

	FRONT	LEFT	RIGHT	REAR	MAX % ALLOWED
BRICK	36% (6,266 SF)	49% (4,157 SF)	48% (4,152 SF)	33% (5,508 SF)	100 % (MIN. 30%)
FIBER CEMENT SIDING	35% (5,976 SF)	30% (2,585 SF)	30% (2,595 SF)	40% (6,664 SF)	0%
STANDING SEAM METAL	17% (2,991 SF)	21% (1,808 SF)	22% (1,817 SF)	16% (2,767 SF)	25%
LIMESTONE	12% (2,052 SF)	0% (0 SF)	0% (0 SF)	11% (1,865 SF)	50%

Seal:

Note:
Do not scale drawings. Use calculated dimensions only. Verify existing conditions in field.

North Arrow:

Sheet Title:
Building E - Exterior Elevations

Project Number:
23-065

Scale:
As indicated

Sheet Number:
A.200

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Project:
Society Hill
Novi Rd.
Novi, MI 48377

Issued	Description	By
11-22-2023	PreApp Submittal	
03-25-2024	Preliminary Site Plan	

A A.105 Front Elevation
1/8" = 1'-0"

MATERIAL CALCULATIONS

	FRONT	LEFT	RIGHT	REAR	MAX % ALLOWED
BRICK	39% (2,723 SF)	59% (1,703 SF)	59% (1,703 SF)	42% (3,646 SF)	100 % (MIN. 30%)
FIBER CEMENT SIDING	34% (2,385 SF)	19% (552 SF)	19% (552 SF)	41% (3,493 SF)	0%
STANDING SEAM METAL	27% (1,963 SF)	22% (655 SF)	22% (655 SF)	17% (1,452 SF)	25%

B A.105 Left Elevation
1/8" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

Seal:

Note:
Do not scale drawings. Use calculated dimensions only. Verify existing conditions in field.

North Arrow:

Sheet Title:
Buildings A-D - Exterior Elevations

Project Number:
23-065

Scale:
As indicated

Sheet Number:
A.201

C A.105 Rear Elevation
1/8" = 1'-0"

MATERIAL CALCULATIONS

	FRONT	LEFT	RIGHT	REAR	MAX % ALLOWED
BRICK	39% (2,723 SF)	59% (1,703 SF)	59% (1,703 SF)	42% (3,646 SF)	100 % (MIN. 30%)
FIBER CEMENT SIDING	34% (2,385 SF)	19% (552 SF)	19% (552 SF)	41% (3,493 SF)	0%
STANDING SEAM METAL	27% (1,963 SF)	22% (655 SF)	22% (655 SF)	17% (1,452 SF)	25%

D A.105 Right Elevation
1/8" = 1'-0"

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32605 W. 12 Mile Rd., Ste. 290
Farmington Hills, MI 48334

Project:
Society Hill
Novi Rd.
Novi, MI 48377

Issued	Description	By
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03-25-2024	Preliminary Site Plan	

Seal:
STATE OF MICHIGAN JASON P. KRIEGER ARCHITECT NO. 53078 REGISTERED ARCHITECT

Note:
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North Arrow:

Sheet Title:
Buildings A-D - Exterior Elevations

Project Number:
23-065

Scale:
As indicated

Sheet Number:
A.202

A / A.109 Front Elevation
3/16" = 1'-0"

MATERIAL CALCULATIONS

	FRONT	LEFT	RIGHT	REAR	MAX % ALLOWED
BRICK	46% (1,379 SF)	53% (497 SF)	53% (497 SF)	31% (939 SF)	100 % (MIN. 30%)
FIBER CEMENT SIDING	29% (892 SF)	35% (331 SF)	35% (331 SF)	27% (812 SF)	50%
STANDING SEAM METAL	12% (356 SF)	0% (0 SF)	0% (0 SF)	30% (934 SF)	25%
ASPHALT SHINGLES	13% (395 SF)	12% (116 SF)	12% (116 SF)	12% (367 SF)	50%

B / A.109 Side Elevation (Left)
3/16" = 1'-0"

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03-25-2024	Preliminary Site Plan	

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Seal:
STATE OF MICHIGAN JASON P. KRIEGER ARCHITECT NO. 53078 REGISTERED ARCHITECT

Note:
Do not scale drawings. Use calculated dimensions only. Verify existing conditions in field.

North Arrow:

Sheet Title:
3-Story T.H. - Exterior Elevations

Project Number:
23-065

Scale:
As indicated

Sheet Number:
A.203

C A.109 Rear Elevation
3/16" = 1'-0"

MATERIAL CALCULATIONS

	FRONT	LEFT	RIGHT	REAR	MAX % ALLOWED
BRICK	46% (1,379 SF)	53% (497 SF)	53% (497 SF)	31% (939 SF)	100 % (MIN. 30%)
FIBER CEMENT SIDING	29% (892 SF)	35% (331 SF)	35% (331 SF)	27% (812 SF)	50%
STANDING SEAM METAL	12% (356 SF)	0% (0 SF)	0% (0 SF)	30% (934 SF)	25%
ASPHALT SHINGLES	13% (395 SF)	12% (116 SF)	12% (116 SF)	12% (367 SF)	50%

D A.109 Side Elevation (Right)
3/16" = 1'-0"

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North Arrow:

Sheet Title:
3-Story T.H. - Exterior Elevations

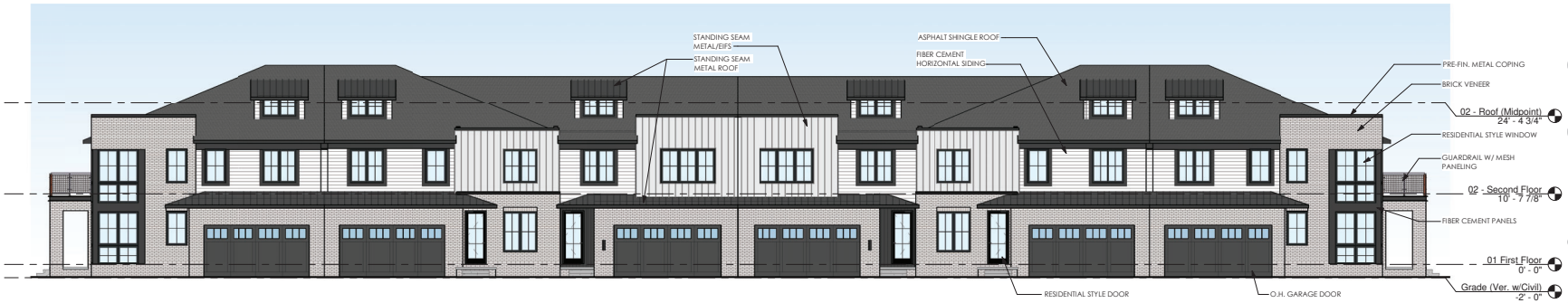
Project Number:
23-065

Scale:
As indicated

Sheet Number:
A.204

MATERIAL CALCULATIONS

	FRONT	LEFT	RIGHT	REAR	MAX % ALLOWED
BRICK	32% (1,272 SF)	61% (643 SF)	61% (643 SF)	50% (1,981 SF)	100 % (MIN. 30%)
FIBER CEMENT SIDING	12% (479 SF)	17% (182 SF)	17% (479 SF)	13% (504SF)	50%
STANDING SEAM METAL	24% (911 SF)	0% (0 SF)	0% (0 SF)	3% (134 SF)	25%
ASPHALT SHINGLES	32% (1,207 SF)	22% (228 SF)	22% (228 SF)	34% (1,379 SF)	50%



A A.111 Front Elevation
1/8" = 1'-0"

B A.111 Left Side Elevation
1/8" = 1'-0"

C A.111 Right Side Elevation
1/8" = 1'-0"

D A.111 Rear Elevation
1/8" = 1'-0"

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North Arrow:

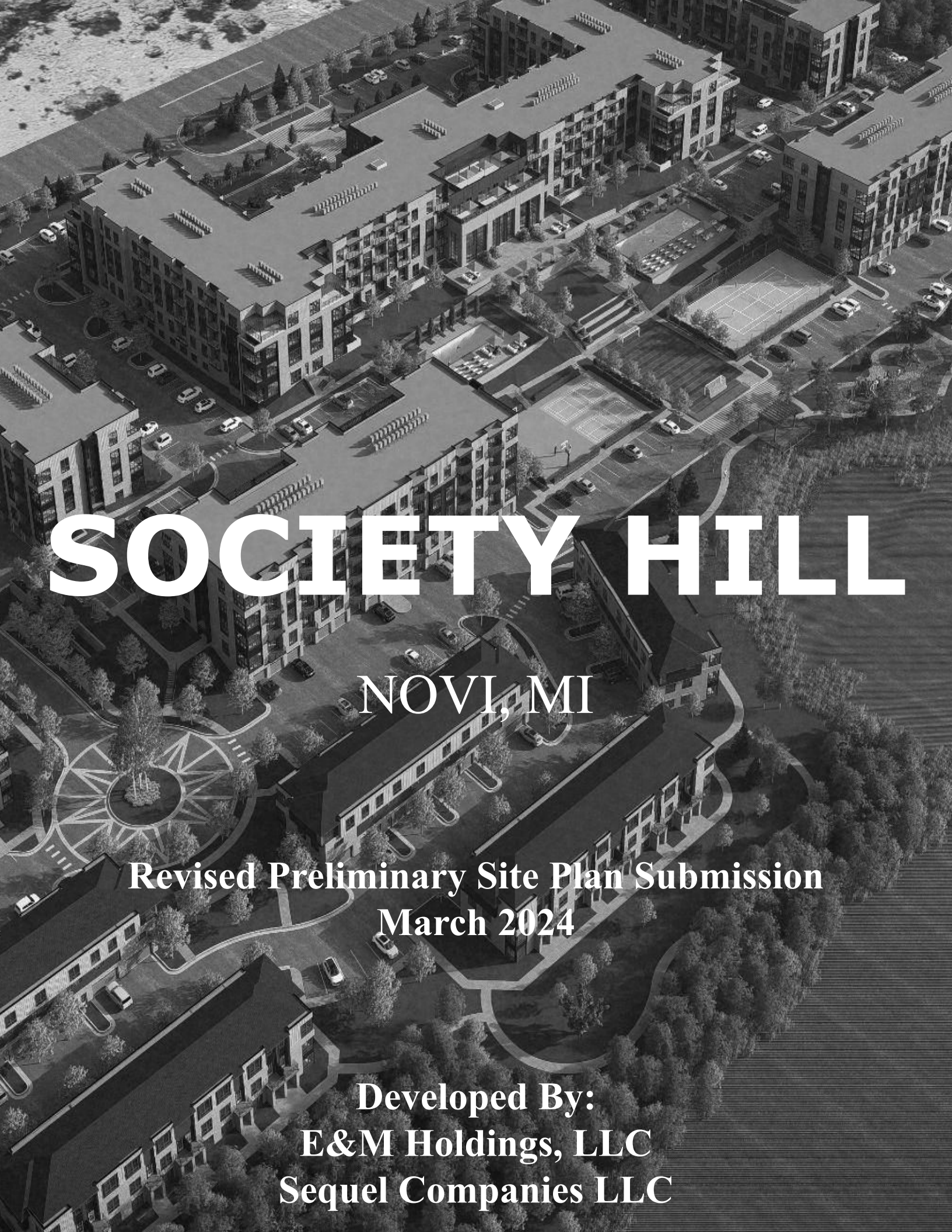
Sheet Title:
2-Story T.H. - Exterior Elevations

Project Number:
23-065

Scale:
As indicated

Sheet Number:
A.205

APPLICANT NARRATIVE



SOCIETY HILL

NOVI, MI

Revised Preliminary Site Plan Submission
March 2024

Developed By:
E&M Holdings, LLC
Sequel Companies LLC

SEQUEL

March 25, 2024

City of Novi - Planning Division
45175 Ten Mile Road
Novi, MI 48375
Victor Cardenas, City Manager
Barbara McBeth, City Planner

RE: Society Hill - Revision to 1999 Final Site Plan

Dear Mr. Cardenas & Ms. McBeth,

On behalf of E&M Holdings, LLC (the "Property Owner"), I am thrilled for the opportunity to share an exciting new vision for the property consisting of approximately 34 acres and located on the west side of Novi Road, south of 12 ½ Mile Road (commonly referred to herein as "Society Hill"). The current final site plan for Society Hill (the "1999 Final Site Plan"), which remains in effect as described below, was originally approved by the City in 1999 and reaffirmed in a Consent Judgment (the "Consent Judgment") entered in 2001. At the time of original approval of the 1999 Final Site Plan, Society Hill was a state-of-the-art multi-family project, with significant amenities, designed to appeal to housing needs and tastes of the times. While the 1999 Final Site Plan would still result in a desirable residential project, the Property Owner, after over a year of planning and design work, is proposing to amend the Consent Judgment and the 1999 Final Site Plan approved therein in order to create an innovative and contemporary residential development consistent with the current state of master-planning and development objectives of the City and catering to the needs and desires of new generations of current and future residents.

The revised plan (the "Revised Preliminary Site Plan") reflects two fundamental concepts - (1) providing mixed-use, multi-generational housing options in one comprehensive development, and (2) providing an entire range of modern recreational and healthy living amenities. While the 1999 Final Site Plan raised the bar for multi-family residential living over 25 years ago, the Revised Preliminary Site Plan was designed to raise the bar for residential living in Novi for 2024 and beyond.

This visionary project aligns seamlessly with the goals outlined in the 2022 draft update to the City's Master Plan, emphasizing optimal use of properties to maintain Novi's status as a top destination community, most notably at the critically important commercial intersection of 12 Mile & Novi Road. Society Hill will inspire others to find new ways to creatively compete and participate in the City. The influx of new residents into Society Hill will act as catalysts for economic advancement by supporting local businesses and contributing to the vibrancy of the entire community. The collateral economic development impact of Society Hill will be similar to that of our trailblazing project - River Oaks West - in the early 90's, when many developers flocked to Novi after that project delivered with great success.

For Society Hill, the process of review and approval is unique because it is governed by the Consent Judgment. The decision to amend the Consent Judgment in the manner proposed by Property Owner must be approved by City Council. Over a year ago, the City staff presented City Council with concept plans for the revised Society Hill development for informal review and for direction as to Council's

interest in pursuing such a change. It was reported back to the Property Owner that City Council was supportive of moving forward with more comprehensive planning and review of the changes. While City Council has the authority to unilaterally review and decide amendments to consent judgments, the City directed that Property Owner proceed with full administrative review by City Staff before City Council consideration and action on the request to amend the Consent Judgment. After more than a year of meticulous planning, our team is pleased to submit our Revised Preliminary Site Plan for Society Hill in accordance with the terms of the Consent Judgment. If approved by City Council, the Revised Preliminary Site Plan will amend the 1999 Final Site Plan, which was originally approved pursuant to the PD-1 guidelines and remains in effect today under the terms of the Consent Judgment.

1999 Final Site Plan

Dating back to as early as 1984, the parcels of land that make up Society Hill were acquired by the Property Owner through a series of transactions. In 1996, the Property Owner rezoned the Property to its current land use designation (RM-1, PD-1). In October 1999, the Property Owner received final site plan approval based on PD-1 guidelines.

The 1999 Final Site Plan contemplates a multi-family development made up of 312 units across 23 buildings. The units heavily favor oversized two, three and four bedrooms across "townhouse" and "flat" unit typologies with an average square footage of 1,758 SF. In addition, the 1999 Final Site Plan includes a gated entry, detached clubhouse with indoor amenities, swimming pool and tennis courts.

Image 1 - 1999 Final Site Plan

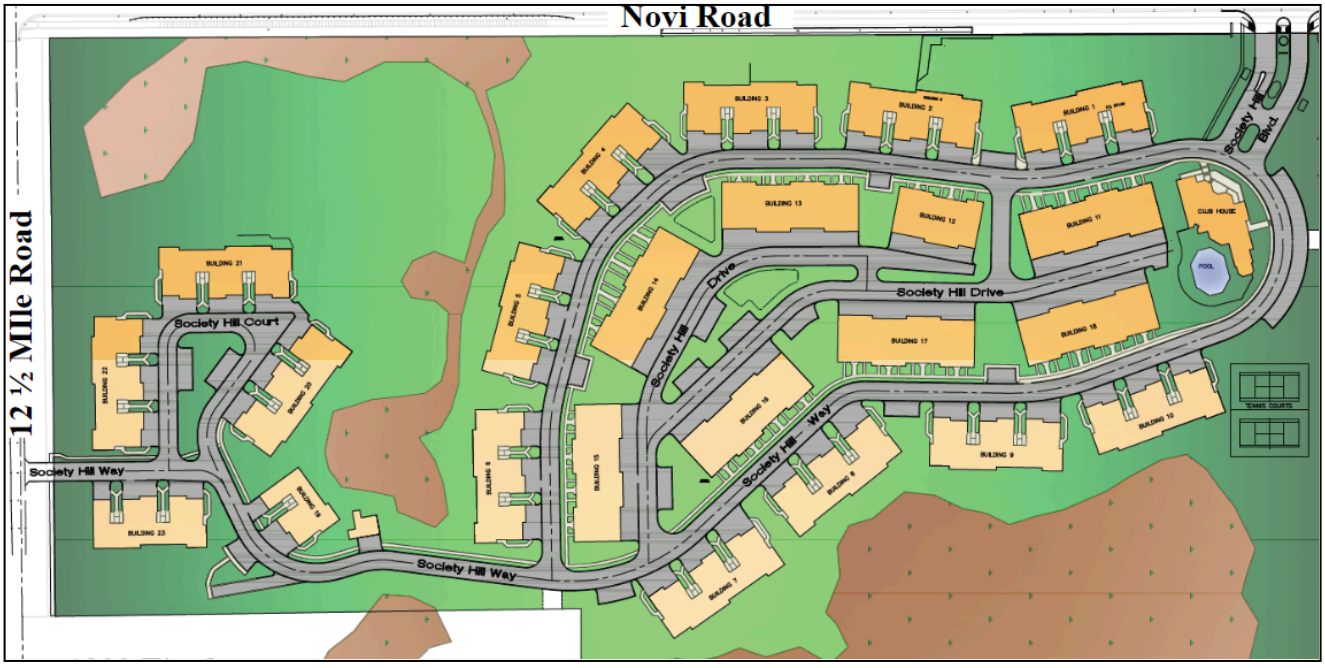


Image 2 – Bird's Eye View Rendering (from the SE) of 1999 Final Site Plan

2001 Consent Judgment

The Consent Judgment addresses the following substantive matters:

- SAD 94 Improvements: In the 1980's, the City established Special Assessment District 94 to construct sewer improvements by charging special assessments against certain properties, much of which was assessed against Society Hill. The City did not complete the sewer improvements to 12 ½ Mile Road as designed and as required under the SAD. Under the Consent Judgment, the City will provide the Property Owner with an easement and escrowed funds and the Property Owner will tie into an existing tap to provide connectivity to Society Hill.

- 1999 Final Site Plan: The City granted the Property Owner certain rights relating to the previously approved 1999 Final Site Plan, including (but not limited to):
    - Annual site plan extensions, the expiration of which triggers the immediate obligation of the City to complete construction of the SAD 94 improvements
    - Administrative review for revisions to the 1999 Final Site Plan, unless the 1997 Zoning Ordinance required formal review, in which case review would be through City Council
    - The project may be completed solely in accordance with the ordinances in effect in 1999 (i.e. - 1997 Zoning Ordinance, etc)

- Arena Drive Easements: An affiliate of Property Owner granted easements to the City to construct a berm along Nick Lidstrom Drive (f/k/a Arena Drive)

- Tree Planting & Mitigation: The City granted Property Owner (and its affiliates) the right to plant trees and the right to mitigate tree replacements (from Society Hill) within the City, including at property owned by affiliates of Property Owner and along Arena Drive

- Condemnation Settlement: The City and the Property Owner settled a dispute relating to the City's use of eminent domain to take land along Novi Road between 12 Mile and 12 ½ Mile to complete a road widening project.

As stated above, the Consent Judgment permits the Property Owner to revise the 1999 Final Site Plan. The procedure for reviewing certain proposed revisions shall be done administratively by City staff and consultants, unless formal review is required under the 1997 Zoning Ordinance, in which case it should be reviewed and approved by City Council, the latter of which applies here. The City Council and the Property Owner have authority to mutually agree to amend the Consent Judgment. As previously stated, the City Council determined that the Revised Preliminary Site Plan should be reviewed administratively by City staff and consultants before submission to City Council for final approval at a public hearing (the "Review Methodology"). Furthermore, based upon the agreed upon Review Methodology, it is the expectation that the City staff and consultants will review the Revised Preliminary Site Plan as an amendment to the 1999 Final Site Plan in accordance with the Consent Judgment and not as if the Revised Preliminary Site Plan is a new site plan submission (PD-1, PRO or otherwise) without the historical context of Society Hill.

To that end, within the Revised Preliminary Site Plan, our team has provided narratives, where applicable, to explain why certain deviations are appropriate (for example, in some cases, the deviations already exist under the 1999 Final Site Plan).

Revised Preliminary Site Plan

Image 3 – Revised Preliminary Site Plan

The new vision for Society Hill includes 463 units (1,220 SF on avg) across a diverse mix of housing typologies that will attract a range of residents spanning different backgrounds. Residents will have the option to live in residences within our elevatored buildings that include fully-integrated amenities and garage parking or in our reserve collection of distinct two and three story townhomes and villas with direct-entry, attached garages. The Revised Preliminary Site Plan will also incorporate 15,000 SF of indoor amenities and 16+ acres of open space including natural features and an outdoor, terraced vista of world-class recreational activities. In addition, the new vision for Society Hill will feature sustainable design features and meaningful enhancement and preservation of natural features, interconnected and seamlessly integrated within close proximity to the City's commercial core.

Society Hill is split into two distinct, but fully-integrated components - the Residences on the Hill and the Reserve Collection at Society Hill.

The Residences on the Hill, located on the southern portion of the property, is made up of 363 apartments across five buildings with elevators and garage parking. Of the 363 apartments, the average unit size is 1,075 SF and will include studios through three-bedrooms that range in size from 617 to 1,329 SF.

The central building, which sits on a parking podium and is considered the primary building, includes an indoor and outdoor amenity offering that is unmatched by any multi-family development in the region. What makes Society Hill truly special is the diversity of housing opportunities within an unified and walkable community and the overall extensive amenity offering, all of which benefit from the naturally sloping topographies and targeted preservation of natural features. Furthermore, the buildings are intentionally designed to bring a contemporary and innovative approach to the market that will define Society Hill as a special and unique place to live.

Within the primary building, a fully integrated indoor amenity offering consists of 15,000 SF of programmed and serviced space for the residents' enjoyment. The offering includes a state of the art fitness center and studios, spa facilities, café/bistro, community lounge, dedicated co-working space and conference rooms, community kitchen with dedicated dining area, library and reading area, and an indoor/outdoor terrace on the top floor of central building providing expansive views across an expansive outdoor amenity program, which incorporates vast areas of preserved natural features.

The outdoor amenities are programmed across a 10+ acre, terraced vista including two pools, a turf soccer field, tennis court, sports court, pickleball courts, playground areas, dog park and over two miles of walking path creating interconnectivity throughout the entire site.

The Reserve Collection at Society Hill, located on the northern and western portion of the property, is a collection of 100 townhome and villa residences with attached garages (1,731 SF on average) across 16 buildings all with access to the world-class amenity offering at Society Hill. Eighty of the townhomes are designed as three-story residences with either two or three bedrooms (plus a home office). The remaining 20 villas are designed as two-story residences with three-bedrooms, 16 of which provide a ground floor master suite adjacent to the living space, which we believe will be attractive to both empty nesters and large families.

Image 4 – Central Building Main Entry

Image 5 – Terraced Vista of Outdoor Amenities

Image 6 – Reserve Collection Three Story Townhome

Image 7 – Reserve Collection Two ½ Story Villa

In addition to the Society Hill property, the Revised Preliminary Site Plan includes a 3.15 acre parcel owned by the City (the "City Parcel"). The City informed the Property Owner that it acquired (through a tax foreclosure) the City Parcel with the intention of utilizing it for the development of Society Hill. As a result, our team worked with the city engineers to determine the feasibility and utility of the City Parcel. Given that the City Parcel is covered almost entirely by regulated wetlands and woodlands and has significant topographic slopes, our team has determined that its only utility is to be used as a stormwater detention basin on approximately one acre of upland area. To accomplish this, it is our intention that the City would grant an easement to the Property Owner to construct and maintain the stormwater detention basin on the City Parcel.

As consideration for using the City Parcel, the Property Owner is proposing to (1) increase the stormwater detention requirements for Society Hill to meet the standards under current ordinance (100 year storm event) rather than the approved standards (10 year storm event), and (2) provide new sidewalk improvements south of Society Hill and enhanced landscape features adjacent to and on the City Parcel along Novi Road.

Site Plan Comparison

The Revised Preliminary Site Plan was designed and engineered with the intended goal of creating the most desired residential offering in southeast Michigan. To accomplish this goal, certain design features became critically important to layout of the property, including, but not limited to:

- Distinct housing typologies to attract a variety of residents across differing demographics and reflect anticipated market trends
- Modern and contemporary design aesthetics
- Building placement on the topographic slopes to incorporate integrated garage parking
- Targeted preservation and enhancement of natural features
- Inclusion of vast open space and recreational amenities, including interconnected trails
- Energy efficiency and sustainability targets

After applying the stated goals to create the Revised Preliminary Site Plan, a comparison to the 1999 Final Site Plan results in nearly identical key metrics, including room counts, square footage and average daily traffic generation.

Given the Review Methodology described above, the following comparison is intended to support the City staff and consultants as well as City Council in its review of the Revised Preliminary Site Plan. The comparison charts will provide meaningful context of the tangible differences between the 1999 Final Site Plan and the Revised Preliminary Site Plan. In our submission, our team attempted to comply with the minimum applicable standards, but in instances where such standards could not be maintained, the team attempted to comply with many of the approved deviations that exist under the 1999 Final Site Plan.

RESIDENTIAL PROGRAMMING SUMMARY				
Programming	**1999 Final Site Plan**	**Revised PSP**	**Delta**	**Code (PD-1)**
Building Count	23	21	(8.7%)	Compliant
Building Height	2.5 - 4 stories	2.5 - 4.5 stories	N/A	Compliant
Rentable SF	548,533	563,749	2.7%	Compliant
Room Count	1,264	1,359	7.5%	Compliant
Avg Unit Size (SF)	1,758	1,220	(30.7%)	Compliant
Unit Count	312	463	151	Compliant

SITE PROGRAMMING SUMMARY		
Programming	**1999 Final Site Plan**	**Revised PSP**
Parking Ratio	2.22	2.03
Programmed Outdoor Space	~1 acre	6.64 acres
Private Outdoor Space	0% of units	98% of units
Interior Amenity	~5,000 SF	~15,000 SF
Exterior Amenity		
Swimming Pools	One	Two
Tennis/Pickleball	Two	Three
Sports Court	None	One
Soccer Field	None	One
Playground	None	One
Dog Park	None	One
Active Trails	0 Miles	2+ Miles
EV Charging	N/A	Included
Preserved Wetland (net)	~8.42 acres	10.02 acres
Wetland Impact	0 acres	.847 acres
Wetland Mitigation	N/A	.923 acres onsite (1.09x); some offsite/payment
Woodland Impact	1,062 trees	1,256 trees; 82 trees (City Parcel)
Woodland Mitigation	All offsite/payment	Some onsite; some offsite/payment
Traffic Impact	2,883 trips	2,930 trips; 47 trip variance (1.6%)
Community Enhancement:	N/A	Society Hill: Stormwater improvements City Parcel: Sidewalk and landscaping improvements

Conclusion and Next Steps

We are confident that our innovative approach to residential development will be an asset to the City and its residents. Our new vision for Society Hill will certainly be a transformative project for the City and set the bar as the new standard for residential living in the region.

Beyond the positive impact we intend to provide to our residents, we are confident that the City will experience immense economic benefit from Society Hill. It is our expectation that Society Hill will certainly be one of the largest economic development projects within the City. A project of this scale is certain to have significant collateral economic benefit for the City, notably in the form of an increased tax base and increased demand on the commercial core of Novi, which has always been (and will continue to be) critical to the future financial success of the City.

We are excited about the prospect of working together to bring this vision to life and to continue our longstanding partnership with the City. I invite you to reach out at your earliest convenience to discuss any questions or suggestions you may have. I am available via cell phone at 248-640-8720 or through email at jordan@sequelcos.com.

Thank you for your time, consideration, and commitment to the prosperity of Novi. Together, let us embark on this exciting journey to complete the legacy of Society Hill.

Sincerely,

Jordan Sasson

Jordan Sasson
CEO
Sequel Companies

CC: Henry Sasson, E&M Holdings
Richard Guido, Sequel Companies
Alan Greene, Dykema Gossett

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SOCIETY HILL
NOVI, MI

AMENDMENT TO EXISTING SITE PLAN

COMMUNITY IMPACT STATEMENT

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Site Plan Amendment & Methodology

The newly proposed site plan submission for Society Hill (the "Revised Preliminary Site Plan") proposes to amend the final site plan approved in 1999 (the "1999 Final Site Plan") that remains in effect today pursuant to the 2001 consent judgment (the "Consent Judgment").

As stated above, the Consent Judgment permits the Property Owner to revise the 1999 Final Site Plan. The procedure for reviewing certain proposed revisions shall be done administratively by City staff and consultants, unless formal review is required under the 1997 Zoning Ordinance, in which case it should be reviewed and approved by City Council, the latter of which applies here. The City Council and the Property Owner have authority to mutually agree to amend the Consent Judgment. As previously stated, the City Council determined that the Revised Preliminary Site Plan should be reviewed administratively by City staff and consultants before submission to City Council for final approval at a public hearing (the "Review Methodology"). Furthermore, based upon the agreed upon Review Methodology, it is the expectation that the City staff and consultants will review the Revised Preliminary Site Plan as an amendment to the 1999 Final Site Plan in accordance with the Consent Judgment and not as if the Revised Preliminary Site Plan is a new site plan submission (PD-1, PRO or otherwise) without the historical context of Society Hill.

The following Community Impact Statement sets forth various statements about the proposed revisions as well as comparisons to the 1999 Final Site Plan to identify the relative impacts between the Revised Preliminary Site Plan and the 1999 Final Site Plan, which is approved under the PD-1 option.

Site Description

Sitting on 33.92 acres of land North of 12 Mile Road and West of Novi Road, Society Hill will be home to 463 residential units spread across high and low density product types. The project has been designed to take full advantage of the site's vast topography and highlights the site's natural features including wetland and woodland areas.

Society Hill fronts Novi Road (approximately 1,646 feet) and is directly south of 12.5 Mile Road where it has roughly 741 feet of frontage. The property is approximately 1,000 feet from the intersection of Novi Road and 12 Mile Road and is in Section 10, T1N, R8E of the City of Novi. The property is currently zoned RM-1 with a PD-1 option which is, "Designed to encourage development of specific types of residential land use within the RM-1 district in those designated areas of the City's Master Plan for Land Use and which would be in substantial accord with the goals and objectives of that plan. The intent of this option is to permit the application of mid-rise, higher density multiple dwelling structures in a district otherwise restricted to low-rise, lower density residential use." Through the Revised Preliminary Site Plan design of the combination of higher density and lower density product within one single development is acting directly within the spirit of the PD-1 overlay which calls for higher density structures within districts normally allowing only lower density product. The 1999 Final Site Plan is also approved pursuant to the PD-1 option.

This new vision for Society Hill is consistent with the City's Master Plan goals for maximizing the use and development of the remaining developable properties in the City to maintain Novi's position as a top destination community for living, working and shopping in Michigan. The project will kick-start the broader future vision the City is contemplating for the commercial/mixed-use district at 12 Mile & Novi Road. The introduction of this one-of-a-kind, mixed residential project will result in a broader consumer base that will help to preserve and bolster the success of Twelve Oaks Mall and the surrounding commercial corridor and encourage further economic re-development of the core commercial areas within the City.

One main site artery, Society Hill Boulevard, will provide access throughout the site and will connect the Residences on the Hill, home to the higher density product type, to the Reserve Collection at Society Hill, which will include the townhomes and villas. One main entry and exit point will be constructed on Novi Road and an additional entry and exit point will be constructed on 12.5 Mile Road. One additional entry/exit road will be built that exits onto Novi Road to provide better fluidity throughout the development and provide direct access for service vehicles. The site currently contains 25.6 acres characterized as woodland area and 9.94 acres characterized as wetland area.

In addition to the Society Hill property, the Revised Preliminary Site Plan includes a 3.15 acre parcel owned by the City (the "City Parcel"). The City informed the Property Owner that it acquired (through a tax foreclosure) the City Parcel with the intention of utilizing it for the development of Society Hill. As a result, our team worked with the city engineers to determine the feasibility and utility of the City Parcel. Given that the City Parcel is covered almost entirely by regulated wetlands and woodlands and has significant topographic slopes, our team has determined that its only utility is to be used as a stormwater detention basin on approximately one acre of upland area. To accomplish this, it is our intention that the City would grant an easement to the Property Owner to construct and maintain the stormwater detention basin on the City Parcel.

Topography

Topographically, the site consists mostly of a gently to moderately sloping terrain (5% - 15% slopes). The highest point of the site is located near the middle of the eastern property line at the existing retaining wall along Novi Road at roughly Elev. 984 +/-. This high point slopes down northerly toward existing wetland "B" (Elev. 940 +/-), slopes down westerly toward existing wetland "A" (Elev. 956 +/-), and slopes down southerly toward the south property line (Elev. 950 +/-). Various depressions exist throughout the existing property, some of which hold existing wetlands (Wetlands A-G).

Adjacent Land Uses

The proposed Society Hill Development is surrounded by residential uses located within the RM-1 and RA (FLU: PD-1) zoning districts. Directly adjacent to the Southerly property line is an undeveloped 10.5 acre site. The North West property line is bordered by the Charneth Fen condominium development built in 2015 and the South West property line is bordered by the Carlton Forest condominium development built in 2003. Along the northern portion of the parcel the property faces 12.5 Mile Road (741 feet of frontage). The eastern facing portion of the site fronts Novi Road (1,646 feet of frontage).

Drainage Courses

The existing 33.89-acre site generally drains towards wetlands A, B and to the southerly property lines as described in the topography section above. There are no existing streams or rivers located on the property. However, wetlands A and B have outlets to adjacent properties. The northern +/- 13 Ac of the site drains to wetland B at the northeast corner of the property. This wetland outlets to an existing 18" storm sewer that crosses the Novi Road Right-of-Way and releases flows east of Novi Road to Bishop Creek. The southwestern +/- 15 Ac portion of the site drains toward wetland A, which is also an onsite lake at the southwest corner of the property. Wetland A ultimately outlets to a stream that runs south into the Carlton Forest development, crosses Carlton Way Drive via storm sewers and outlets into the lake in front of the development at 12 Mile Road. The southeast +/- 6 Ac of the property surface drains to the southern property line into the adjacent property and ultimately to wetland H located on the offsite parcel owned by the City of Novi. Wetland H outlets to an existing 18" storm sewer connecting to the City of Novi storm sewer system in the Novi Road right-of-way.

The developed site will be drained by means of sheet flow directed into a proposed storm sewer system. The storm sewer will lead to two detention basins designed in accordance with the City of Novi Engineering Design Manual. The north detention basin will be located adjacent to, and outlet to, existing wetland B. The south detention basin will be located offsite on the City of Novi owned parcel (21-10-400-055) adjacent to and outlet to existing wetland H (or tie into the city storm system within the Novi Road right of way). Provided that the City Parcel is used for stormwater detention, both detention basins will be sized for the 100-year storm event according to the City of Novi Engineering Design Manual.

Woodlands / Vegetation

The site is a mostly wooded area (25.6 acres) containing several tree varieties as outlined by the tree survey completed and included on Sheets L-10 - L-12 of the landscape drawings. The 1999 Final Site Plan approval called for the removal of 1,062 trees in order to develop Society Hill as designed. Under the Revised Preliminary Site Plan, an additional 194 trees will be removed, resulting in a total tree

removal of 1,256. The required tree mitigation is calculated to equal 2,041 trees, of which 1,266 have been previously mitigated in accordance with the 1999 Final Site Plan and the Consent Judgment. Of the remaining 775 trees, 150 are intended to be planted onsite with the remainder to be mitigated by payment into the City tree fund based on the fee schedule in effect at the time the 1999 Final Site Plan was approved or planted elsewhere in the City. Consistent with the 1999 Final Site Plan, no conservation easement will exist.

The City Parcel has 2.8 acres of wooded area and contains several tree varieties as outlined by the tree survey completed and included on Sheet L-8 of the landscape drawings. On the City Parcel where the stormwater detention basin will be built, an additional 82 trees will be removed. The required mitigation of 161 trees will all be planted onsite.

Wetlands

The project area (inclusive of the City Parcel) contains approximately 9.939 acres of wetland. Wetland impacts of approximately 0.847 acres are proposed, which is a Novi non-minor use classification. Approximately 1.92 acres of temporary wetland buffer setback impacts are also proposed. The wetlands on the properties are assumed to be regulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Wetland impacts and mitigation ratios by habitat type are shown in the table below. Wetland mitigation will likely be required as a condition of an EGLE permit. On-site wetland mitigation of 0.922 acres is proposed; however, due to the hilly terrain of the property, suitable wetland mitigation areas appear to be limited to the relatively shallower sloping ground adjacent to Wetland A. Wetland A has permanent surface water to provide a source of hydrology for the proposed wetland mitigation. A minimum ratio of 1 to 1 on-site wetland mitigation is proposed (0.92 acres - 1.09:1.00 onsite mitigation ratio) with the remaining wetland mitigation to be provided through purchase of credits from an EGLE approved wetland mitigation bank. Proposed wetland impacts and mitigation are shown in the table below. Wetland and wetland buffer setback locations and impact areas are shown on page 15 the Wetland Plan sheet. Consistent with the 1999 Final Site Plan, no conservation easement will exist.

Proposed Wetland Impact and Mitigation

Wetland	Size (ac)	Impacts by Habitat (ac)			Impact Total (ac)
		Forested	Scrub-Shrub	Emergent	
A	6.888	0	0	0	0
B	1.011	0	0	0	0
C	0.081	0.081	0	0	0.081
D	0.306	0.306	0	0	0.306
E	0.111	0.083	0	0.028	0.111
F	0.264	0	0	0.264	0.264
G	0.027	0.027	0	0	0.027
H	1.251	0	0.058	0	0.058
Totals	9.939	0.497	0.058	0.292	0.847
Mitigation Ratio		2.0	1.5	1.5	1.8
Required Mitigation		0.994	0.087	0.438	1.519
Proposed On-Site Mitigation					0.922
Proposed Wetland Mitigation Bank Credits					0.597

Wildlife

Wildlife commonly found on the site consists of small mammals such as field mice, squirrels, raccoons, fox and rabbits. A variety of small birds normally populate the area.

Soils Classifications

The soils classification as provided by the United States Soil Conservation Services Soil Survey of Oakland County indicate Marlette sandy loam (1% - 6% and 6% - 12%), Marlette loam (12% - 18%) and Houghton and Adrian mucks (within wetland A).

Municipal Water Supply

Municipal water supply is available to the site by means of an existing 36" watermain within the Novi Road right-of-way and an existing 24" watermain within the 12 ½ Mile Road right-of-way. The proposed water main will connect to both existing 36" and 24" watermains, extend into the site to create a looped watermain system, providing domestic water service to the residential buildings and providing adequate fire hydrant coverage throughout the development. Adequate water supply is anticipated for both domestic and firefighting purposes.

Wastewater Disposal

An existing City of Novi 12" sanitary sewer stub is located at the southwest corner of the development for wastewater disposal service. An existing sanitary sewer will be extended into the development along the southern property line of the site to provide a sanitary sewer system for the residential buildings within the development. 6-inch and 8-inch sanitary leads will connect the residential buildings to the proposed public sanitary sewer system. Pursuant to the Consent Judgment, the City will be required to provide offsite easement to the existing stub and sanitary manhole to make the connection to the existing sewer.

The residential portion of the development has 463 Multiple Family Residences multiplied by an appropriate unit factor (0.60 REU/ 1-BR MF unit, 0.75 REU/ 2-BR MF unit, 1.0 REU/ 3-BR MF unit) resulting in 343 equivalent Single-Family units. At a rate of 3.2 people per Single Family residential unit the service population for the residential portion of the development is 1,097.6 people. With a peaking factor of 3.77, the peak flow from the project would be 0.64 cubic feet per second. The capacity of an 8-inch diameter sanitary sewer is 0.76 cubic feet per second, therefore, capacity is sufficient.

Public Utilities

Public utilities such as electricity, telephone, gas and cable television, are available on Novi Road.

Project Description

Society Hill consists of four two-story townhome buildings (BLDGs 3, 4, 13, 14), twelve three-story townhome buildings (BLDGs 1, 2, 5 - 12, 15, 16), four four-story elevator buildings (BLDGs A - D) with underground parking tucked at the rear of the building and one centralized elevator building (BLDG E) that will sit on a full parking podium and will house the amenity offerings that will be accessible to all residents within the development. The units within the higher density product offerings will range in size from 617 SF to 1,329 SF and consist of studio to three bedroom units. The townhome units will be either two or three bedrooms and range in size from 1,440 SF to 2,281 SF. 363 of the units will be constructed in more "urban" buildings that will rise up to 4 stories in height and be serviced by elevators with the remaining 100 units being built as two to three story townhomes. The project will include eight studio/efficiency units, 120 one-bedroom units, 27 one-bedroom units with a den, 202 two-bedroom units, 30 two-bedroom units with a den and 76 three-bedroom units. The studio/efficiency units will be a minimum of 617 square feet, the one bedroom units will be a minimum of 777 square feet, the two bedroom units will be a minimum of 1,051 square feet and the three-bedroom units will be a minimum of 1,601 square feet.

- Of the 33.92 Acres of land within the site, 3.81 Acres (~166K square feet) will be usable open space. This exceeds the minimum open space requirement of 2.1 acres (Total Number of Units

x 200 SF). An additional 2.83 acres of naturally occurring open space creates a total of 6.64 acres of open space for residents to utilize and enjoy. Open spaces include all unit balconies, courtyards, pools and associated outdoor areas, a soccer field, tennis court, basketball courts, pickleball courts, playground areas, an exterior rooftop terrace on Building E, dog park, and over 2 miles of interconnected walking trails throughout the site.

- In addition to the exterior amenity spaces listed, the 15,000 square feet of interior amenity space will be programmed with a state of the art fitness center, studio spaces, spa facilitates, community lounge, dedicated coworking space and conference rooms, community kitchen with dedicated dining area, library and reading area, and an indoor/outdoor terrace on the top floor of Building E providing expansive views of the open green space and wetlands/woodlands beyond.

By keeping sustainable design standards front of mind throughout the design process, many of the townhome and villa units, as well as parking spaces throughout the parking garages, will be wired for EV charging stations. A total of 94 bike parking spaces will be provided onsite, 70 of which will be covered. This total does not include additional space that could be used as bike storage within the townhome and villa units, given that every townhome and villa unit will have its own dedicated garage. The interconnected road system within Society Hill provides over a mile loop of road for residents to ride on and will provide connectivity from 12 Mile Road, up Novi Road to 12.5 Mile Road. Via 12.5 mile Road, riders can access Skunk's Pass Mountain Bike trails and will have direct access to Lake Shore Park and Lake Shore Beach. This connection will be created and further enhanced by Property Owner's new construction of the sidewalk improvements in front of Society Hill and the City Parcel. The replacement of the existing boardwalk in front of the City Parcel with a brand new on-grade sidewalk creates a much more efficient and inviting connection from 12 Mile to 12.5 mile Road, and beyond.

Phasing

- The horizontal construction will be completed in a single phase at the outset of the project and the vertical construction will be sequenced to stagger unit deliveries in order to avoid oversaturation of one product type to the market at one time and allow for proper absorption for the new units being delivered.

Roadways

- All interior drives and parking areas are proposed to be private. Novi Road is 28-feet wide in both the Northbound and Southbound directions and will provide the main access to the Society Hill development and residential parking areas. An additional exit and entry access point will be provided on 12.5 Mile Road. Also, one entry/exit road will be located on the southern end of the property along Novi Road to provide better fluidity throughout the development and provide direct access for service vehicles.

- When comparing the 1999 Final Site Plan vs the Revised Preliminary Site Plan, the resulting calculations (per code based on using bedroom count) estimates 47 additional trips being generated between the two plans. On a relative basis, 47 trips equals a 1.6% increase over the original approved traffic generation. Based on the immateriality of the incremental traffic generation, we believe that the need for a traffic impact study is not required for the proposed revisions to the 1999 Final Site Plan. A letter to this effect has been completed by traffic engineering firm Fleis & Vanderbrink and is included as an Exhibit.

Environmental Concerns

- Upon full development, the Revised Preliminary Site Plan will result in a provided lot coverage area of 14.84%, below the maximum permitted lot coverage area of 25%.
- Ecologically, the development will affect the existing vegetation and ground cover to the extent that all existing field grasses and trees will be removed.
- The groundwater table will be affected slightly due to the extent of paving and building coverage. However, no deep excavations are planned which would contribute to the lowering of the ground water table. Soil erosion control will be provided on the site in accordance with the City of Novi requirements. Surface water run-off is expected to contain some road salts and oils carried by automobiles. Most suspended sediments will be removed in the storm water quality/detention basins, and oil and gas separators proposed in the development.
- Air quality will be affected somewhat by automobile emissions and natural gas combustion gasses from the apartment heating systems. In addition, the net ambient air temperature of the site will be increased slightly due to the loss of vegetation and the addition of pavement and buildings.
- Noise levels will increase due to the additional automobile and truck traffic, and exterior air conditioning units.
- An aesthetic impact will result from the introduction of man-made structures and site improvements.
- Site lighting will be designed to maintain a low profile and prevent light spill and glare onto adjacent properties. A photometric plan and light fixture catalog cuts have been provided in the plan set.
- Finally, landscaping will soften the overall impact of the development. A total of 1,086 trees are proposed to be planted at Society Hill. An additional 57 trees are to be planted on the City Parcel. (See the Planting Schedule on the Landscape Plans for reference).
- No hazardous or toxic chemicals will be stored on-site except for household cleaners, chlorine tablets for the swimming pool, pesticides and fertilizers used for lawn and plant care. No underground storage tanks, wells, or septic tanks are proposed and none will be permitted.

Storm Water Disposal

- Stormwater generated on the proposed site will be collected by on-site storm sewer and delivered to the on-site detention basin adjacent to wetland B (with an outlet into wetland B) and to an off-site detention basin located on the City of Novi Parcel adjacent to wetland H (with an outlet either into wetland H or the city storm sewer located within the Novi Road right of way). Provided that the City Parcel is available as a stormwater detention basin, the basins will be sized to detain the 100-year storm event and outlet into the adjacent wetland systems (or the city sewer system). In the alternative, the 10-year storm event will apply under the 1999 Final Site Plan and the Consent Judgment.

Demands on Police Department Services

- The SEMCOG 2023 population estimate for the City of Novi for 2023 was 68,080 persons. The per capita response was one Police Department response for every 2.63 persons. Based on an expected residential population of 889 persons, it is estimated that 338 annual Police Department calls would be made from the project. Property Owner expects no material impact to the Demands on Police Department Services when comparing the 1999 Final Site Plan Approval to the Revised Preliminary Site Plan.

Demands on Fire Department Services

- The per capita response for the City of Novi during the year 2013 was 132.99 persons per Fire Department run. Based on the estimated proposed development population of 889 persons, the total projected annual Fire Department responses is 7. The project is located near Fire Station No. 2 at 1919 Paramount Street. Due to the proximity of the fire station, response time is expected to be only a few minutes. Property Owner expects no material impact to the Demands on Fire Department Services when comparing the 1999 Final Site Plan Approval to the Revised Preliminary Site Plan.

Refuse and Solid Waste Disposal

- Each of the high density buildings (A-E) have dedicated trash rooms on each floor that contain a chute leading to the refuse room on the ground floor. Waste in the refuse room will be picked up periodically by maintenance staff and/or brought to the trash compactor outlined on the site plan or directly picked up (as needed) by the trash service company.
- The lower density townhome units will each have their own trash bin that will be brought out to the street corner weekly to be picked up by a trash service that will come through the site.

Educational Demands on the Public School System

- The total 2023 student enrollment in the Novi Community Schools was 6,906. Of this total, 2,107 were of High School Age (9-12th grade), 1,024 attended Middle School (7-8th grade), and 3,775 were enrolled at the elementary school level. Some impact is expected upon the community educational system due to the expected 110 +/- school age children living in the complex. Society Hill is located within the Parkview Elementary school district. Property Owner expects no material impact on the Public School System when comparing the 1999 Final Site Plan Approval to the Revised Preliminary Site Plan.

Economic Impact Statement

- At the time of original approval of the 1999 Final Site Plan, Society Hill was a state-of-the-art multi-family project, with significant amenities, designed to appeal to housing needs and tastes of the times. While the 1999 Final Site Plan would still result in a desirable residential project, the Property Owner is proposing to revise the 1999 Final Site Plan with a new innovative and contemporary vision for residential development consistent with the current state of master-planning and development objectives of the City and catering to the needs and desires of new generations of current and future residents.
- The Revised Preliminary Site Plan reflects two fundamental concepts - (1) providing mixed-use, multi-generational housing options in one comprehensive development, and (2) providing an entire range of modern recreational and healthy living amenities. While the 1999 Final Site Plan raised the bar for multi-family residential living over 25 years ago, the Revised Preliminary Site Plan was designed to raise the bar for residential living in Novi for 2024 and beyond.
- This visionary project aligns seamlessly with the goals outlined in the 2022 draft update to the City's Master Plan, emphasizing optimal use of properties to maintain Novi's status as a top destination community, most notably at the critically important commercial intersection of 12 Mile & Novi Road. Society Hill will inspire others to find new ways to creatively compete and participate in the City. The influx of new residents into Society Hill will act as catalysts for economic advancement by supporting local businesses and contributing to the vibrancy of the entire community. The collateral economic development impact of Society Hill will be similar to that of our trailblazing project - River Oaks West - in the early 90's, when many developers flocked to Novi after that project delivered with great success.
- It is estimated that Society Hill's proposed 463 units will bring 889 new residents within the submarket. Due to the site's unique location within the city, the investment into the project and the expected number of new residents, a captivated customer base will be created that will inevitably utilize the existing retail along the 12 mile corridor including Twelve Oaks Mall and the West Oaks Shopping Center. Society's Hill development will provide an anchor to

encourage additional development along the commercial core, consistent with the new early stage master plan that is being contemplated by the City

- Total cost of the proposed building and site improvements is expected to be in excess of $100 million
- To operate the 1999 Final Site Plan of 312 units roughly 3 - 5 full time jobs would have been created to oversee management, leasing and onsite operations including unit/community renovations and upkeep and meticulous landscaping. The additional units provided through the Revised Preliminary Site Plan will require several additional full time employees to properly operate resulting in the creation of 6 - 10 new full time jobs.
- The 889 new residents will provide an increased labor pool to choose from for employers within the City of Novi. The elevated product at Society Hill will help to encourage workers to relocate from other Cities to Novi to accept a job from an employer in the City, further expanding the potential employment reach of companies within the City.
- Using the National Association of Homebuilder's Economic Impact Analysis (2015), the following chart summarizes the anticipated collateral economic impact from the development of Society Hill under the Revised Preliminary Site Plan.

NAHB Model Adj. to Revised Preliminary Site Plan & CPI				
Phase I - Construction				
# of Units	**Local Income**	**Owners' Income**	**Local Wages**	**Local Jobs Supported**
463	$45,588,781	$16,937,304	$28,650,861	417
Phase II - Economic Premium				
# of Units	**Local Income**	**Owners' Income**	**Local Wages**	**Local Jobs Supported**
463	$26,415,544	$5,357,373	$21,057,555	329
Total Year One Impact (Phase I + Phase II)				
# of Units	**Local Income**	**Owners' Income**	**Local Wages**	**Local Jobs Supported**
463	$72,004,325	$22,294,677	$49,708,416	745
Phase III - Annual Effect Once Occupied				
# of Units	**Local Income**	**Owners' Income**	**Local Wages**	**Local Jobs Supported**
463	$16,260,551	$3,837,603	$12,419,869	204

Summary of Project Benefits

- Creates collateral economic development impact on the critically important 12 Mile and Novi Road commercial corridor, which is aligned with the City's 2022 draft Master Plan update
- Provides a new standard for residential living in the City of Novi
    - Diverse housing typologies reflecting the needs/desires of the broad percentage of the population
- Provides potential students for local schools
    - Nominal net impact between Revised Preliminary Site Plan and 1999 Final Site Plan
- Provides high-quality residents for the City
- Nominal impacts on infrastructure
    - Nominal net impact between Revised Preliminary Site Plan and 1999 Final Site Plan
- Additional Community Enhancement Benefits
    - Removal of existing 420' wooden bridge and installation of new at-grade sidewalk along City Parcel to enhance pedestrian and bicyclist safety on Novi Road and to create a better connection between the residential neighborhoods north of 12 Mile and the commercial core south of 12 Mile.
    - Landscape enhancements along Novi Road at the City Parcel to create a better visual along a critically important roadway
    - With the utility of the City Parcel for stormwater detention, increased stormwater standards (100 year vs 10 year)

Conclusion

We are confident that the City will experience immense economic benefit from Society Hill. It is our expectation that Society Hill will certainly be one of the largest economic development projects within the City. A project of this scale is certain to have significant collateral economic benefit for the City, notably in the form of an increased tax base and increased demand on the commercial core of Novi, which has always been (and will continue to be) critical to the future financial success of the City. In addition, the social and community benefits are significantly positive for the City and the residents of Novi and none of which reflect a negative change between the 1999 Final Site Plan and the Revised Preliminary Site Plan.

SOCIETY HILL
NOVI, MI

AMENDMENT TO EXISTING SITE PLAN

TRIP GENERATION ANALYSIS (TGA)

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and

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APPLICANT RESPONSE TO
STAFF & CONSULTANT REVIEWS

SEQUEL

May 24, 2024

City of Novi - Planning Division
45175 Ten Mile Road
Novi, MI 48375
Barbara McBeth, City Planner
Lindsay Bell, Senior Planner

RE: Society Hill – Response Letter to City's Comments to Revised Preliminary Site Plan

Dear Ms. McBeth & Ms. Bell,

On behalf of E&M Holdings, LLC (the "Property Owner"), we appreciate the time and effort committed by the City's staff and consultants to review the revised plans (the "Revised Preliminary Site Plan") for Society Hill (the "Project"). We appreciate the staff's support of the Project, as evidenced by the positive recommendation, and look forward to continuing to work with your team in the coming weeks and months.

Following our in-person meeting on May 21, 2024, our project team has compiled responses (the "Response Letter") to the staff's comments (the "City's Comments") to our Revised Preliminary Site Plan. Our Response Letter can be found in the attachment to this cover letter and a summary of the key responses is provided below:

- **Planning Deviations** (Items 1-8, 13-15 on the Planning Review Letter): Corrections will be made as noted in the Response Letter and otherwise deviations are requested. Many of the proposed deviations exist under the currently approved final site plan that remains in effect today (the "1999 Final Site Plan"). In addition, all proposed deviations reflect necessary and reasonable requests to work within the framework of the existing RM-1/PD-1 classifications and to achieve new and desired standards for residential living in Novi.
- **Wetland Impacts** (Items 9 & 10 on the Planning Review Letter): Additional assessments have occurred on site based on the City's wetland consultant's report. The findings confirm no additional wetlands exist beyond those set forth in the Revised Preliminary Site Plan. As a result, the proposed wetland impact and mitigation is as set forth in the Revised Preliminary Site Plan.
- **Stormwater Management** (Item 11 on the Planning Review Letter): The proposed stormwater management plan improves the overall offsite flow of stormwater (i.e. - the run-off rate is higher today than after the proposed development is complete) and significantly enhances the stormwater management design approved under the 1999 Final Site Plan.
- **Traffic Study** (Item 12 on the Planning Review Letter): As discussed during our May 21, 2024 meeting, the 1999 Final Site Plan produced an adjusted baseline of 1,978 average daily trips (as evidenced by the 1996 Traffic Study and the Fleis & Vandenbrink memorandum included in our Response Letter). The 1996 Traffic Study was required as part of the original rezoning of the property to allow for the PD-1 option. Based on the approval of the 1999 Final Site Plan, the 1996 traffic study demonstrated suitable road traffic capacity/access for the approved higher density housing and since that approval both Novi Road and 12 Mile Road have been widened to increase traffic flow. As a comparison,

the Revised Preliminary Site Plan is anticipated to produce 2,162 average daily trips (as evidenced by the City's traffic consultant's memorandum and confirmed by Fleis & Vandenbrink). The resulting impact of 184 additional average daily trips is well below the City's threshold over 750 average daily trips.

- **Woodland Impacts** (See Landscape Review Letter): The Revised Preliminary Site Plan (excluding the City parcel - all impact and required mitigation is addressed onsite) results in an incremental woodland impact (above the approved woodland impact under the 1999 Final Site Plan) of ~194 trees. Mitigation efforts have been ongoing for many years as offsite plantings have occurred throughout approved locations in the City of Novi. For any remaining mitigation required, onsite and offsite plantings are contemplated and any remainder will be paid into the City's tree fund as more fully set forth in the Response Letter.

In addition, we are confirming our understanding of the following upcoming schedule for this Project.

- **June 3**: Closed session for City Council to be briefed by its legal counsel on the Project and the proposed amendment to the existing Consent Judgement.
- **Prior to June 17:** Notice of public hearing to be sent out by City Planning Department to satisfy the notice requirement for the July 8th City Council meeting.
- **June 17th City Council Meeting**: Presentation of the Project by applicant to City Council. No vote is scheduled to occur at this meeting.
- **July 8th**: Public hearing to vote on the Preliminary Site Plan and the amendment to the Consent Judgement.

We remain excited about the prospect of working together to bring this vision to life and to continue our longstanding partnership with the City. I invite you to reach out at your earliest convenience to discuss any questions or suggestions you may have. I am available via cell phone at 248-640-8720 or through email at jordan@sequelcos.com.

Thank you for your time, consideration, and commitment to the prosperity of Novi. Together, let us embark on this exciting journey to complete the legacy of Society Hill.

Sincerely,

Jordan Sasson

Jordan Sasson
CEO
Sequel Companies

CC: Henry Sasson, E&M Holdings
Richard Guido, Sequel Companies
Alan Greene, Dykema Gossett

City of Novi Preliminary Site Plan Comment Responses

Ordinance Requirements/Deviations

1. Maximum Length of Building:
   - Deviations requested per City Planning Review Letter and Revised Preliminary Site Plan.
   - Note: Buildings A-D have an entry lobby & lounge area with an occupant load of 61 people (910 sq.ft.).
2. Shoreline Setback:
   - Deviations requested per City Planning Review Letter and Revised Preliminary Site Plan
3. Building Setbacks:
   - Deviations requested per City Planning Review Letter and Revised Preliminary Site Plan
   - In addition, deviations for Building A and D are requested to satisfy the PD-1 provisions for building height and length. See below chart and attached sheet (Exhibit A) provided by Kreiger Klatt Architects.

Increased Building Setbacks based on height and length

A Building	B RM-1 Allowed Height	C Provided Height	D Increased Setback (Height) (D=C-B)	E RM-1 Allowed Length	F Provided Length	G Increased Setback (Length) (G=(F-E)/3)	H Max Increase (H=Max(D,G))	I RM-1 Front Setback	J Req'd. Front Setback (J=I+H)	K Provided Front Setback	L Complies	M Waiver	N RM-1 Side Setback	O Req'd. Side Setback (O=H+N)	P Provided Side Setback	Q Complies	R Waiver
Building A	35	57.5	22.5	180	219	13	22.5	75	98	89	No	8.2	75	98	76	No	21.8
Building B	35	57.5	22.5	180	219	13	22.5	75	98	399	Yes	N/A	75	98	99	Yes	N/A
Building C	35	57.5	22.5	180	219	13	22.5	75	98	399	Yes	N/A	75	98	680	Yes	N/A
Buidling D	35	57.5	22.5	180	219	13	22.5	75	98	89	No	8.2	75	98	842	Yes	N/A
Buidling E	35	60	25	180	493	104	104	75	179	197	No	N/A	75	179	252	Yes	N/A

4. Parking Setbacks:
   - Deviations requested per City Planning Review Letter and Revised Preliminary Site Plan
5. Building Orientation:
   - Deviations requested per City Planning Review Letter and Revised Preliminary Site Plan
6. Yard Setback Area:
   - Deviation requested for Front Yard setback area. See below chart and Exhibit B for updated calculations. Calculated Front Yard Coverage is 33.26%, over the 30% allowed threshold as per below chart and attached sheet.

SETBACK PAVEMENT COVERAGE

	TOTAL AREA (SFT.)	PAVEMENT AREA (SFT.)	PERCENTAGE OF PAVEMENT
FRONT YARD (NOVI RD.):	123,403	41,047	33.26% *
FRONT YARD (12 1/2 MILE RD.):	50,199	6,374	12.70%
WEST SIDE YARD:	36,772	0	0
SOUTH SIDE YARD:	18,240	1,851	10.15%
OVERALL:	228,614	49,272	21.55%

* VARIANCE REQUIRED

7. Distance Between Buildings:
   - Deviations requested per City Planning Review Letter and Revised Preliminary Site Plan
8. Number of Parking Spaces:
   - Deviations requested per City Planning Review Letter and Revised Preliminary Site Plan
9. Wetland Impacts:
   - The below chart will be added to the drawing set and outlines the wetland mitigation calculation.

Wetland	Size (ac)	Impacts by Habitat (ac)			Impact Total (ac)
		Forested	Scrub-Shrub	Emergent	
A	6.888	0	0	0	0
B	1.011	0	0	0	0
C	0.081	0.081	0	0	0.081
D	0.306	0.306	0	0	0.306
E	0.111	0.083	0	0.028	0.111
F	0.264	0	0	0.264	0.264
G	0.027	0.027	0	0	0.027
H	1.251	0	0.058	0	0.058
Totals	9.939	0.497	0.058	0.292	0.847
Mitigation Ratio		2.0	1.5	1.5	1.8
Required Mitigation		0.994	0.087	0.438	1.519
Proposed On-Site Mitigation					0.922
Proposed Wetland Mitigation Bank Credits					0.597

- See response from Consultant Barr Engineering in Wetland Comment Section and Exhibit C.

10. Wetland Buffer Impacts:
    - As discussed with City Staff, impact to wetland buffers will be marked as "permanent" on the next submission.
11. Stormwater Management:
    - Noted.
12. Traffic Study:
    - City response letter incorrectly compares the traffic generation between the two plans based on "Unit Count" density opposed to "Bedroom" density the proper comparison is 1,978 Trips (Consent Judgement) VS 2,162 Trips (Proposed Plan). Accordingly, the 184 trip variance is significantly below the 750 trip threshold which would trigger a full Traffic Impact Study. Provided response from consultant, Fleis & VandenBrink, is provided as Exhibit D.
    - In addition, the City shall confirm that the baseline of 1,978 trips has been used for all background information to-date since the approval of the Consent Judgement, including, but not limited to, all site plan approvals in the surrounding area as well as the city-wide traffic study recently completed.
13. Parking on Major Drive:
    - Deviations requested per City Planning Review Letter and Revised Preliminary Site Plan
14. Building Setbacks from Parking:
    - Deviations requested per City Planning Review Letter and Revised Preliminary Site Plan
    - Note that along the north and south elevations of Building E, the off-street parking generally abuts the lower-level parking garage (based on the site topography).
15. Bicycle Parking:
    - The code requirement will be satisfied in the subsequent revision to the Revised Preliminary Site Plan

Planning

Zoning and Use Requirements

- Uses Permitted:
    a. Site is zoned RM-1/PD-1 and allows for Multiple-Family Residential Units. The proposed use is permitted under code. As discussed with City Staff, Uses Permitted will be updated to "Yes*".
    b. In addition and in compliance with PD-1, the submission will be revised to include up to 7,500 SF of ancillary commercial space within the ground floor of Building E.

PD-1 Option (Sec. 3.31.4 & 6)

- Traffic Study:
    a. See response from consultant, Fleis & VandenBrink, in Traffic section and provided as Exhibit D.
- Special Land Use (Sec. 6.1.2.C):
    a. Special land use permit already exists for the 1999 Final Site Plan so all requirements should be continued to be satisfied under the Revised Preliminary Site Plan. The PD-1 Option has already been approved as part of the Consent Judgment.
- Building Height (Sec 3.31.6.B.iv.a):
    a. Buildings A-D are 4 story buildings and Building E is 4 residential stories over 1 podium story
- Applicable Standards Met? (Sec. 3.31.4.A):
    a. Noted, in compliance.
- Shoreline setback (Sec 3.31.6.B.iv.e):
    a. See response #2 in Ordinance Requirements/Deviations.

Residential Building Setbacks (Sec. 3.1.7.D, Sec. 3.6.2.B, and Sec. 3.8.2.C - if applicable)

- Residential Building Setbacks (South, West & East):
    a. See response #3 in Ordinance Requirements/Deviations.

Parking Setbacks (Sec. 3.1.7.D) Refer to applicable notes in Sec. 3.6.2

- Front (East:
    a. See response #4 in Ordinance Requirements/Deviations.
- Side (South):
    a. See response #4 in Ordinance Requirements/Deviations.

RM-1: Note to District Standards (Sec. 3.6.2)

- Setback Requirements (Sec. 3.6.2.B):
    a. See response #4 in Ordinance Requirements/Deviations.
- Wetland/Watercourse Setback (Sec 3.6.2.M):
    a. See response #10 in Ordinance Requirements/Deviations.

RM-1 District Required Conditions (Sec. 3.8 & 3.10)

- Maximum length of the buildings (Sec. 3.8.2.C):

a. See response #1 in Ordinance Requirements/Deviations.

- Modification of maximum length (Sec. 3.8.2.C):
  a. See response #1 in Ordinance Requirements/Deviations.
- Building Orientation (Sec. 3.8.2.D):
  a. See response #5 in Ordinance Requirements/Deviations.
- Yard setback restrictions (Sec. 3.8.2.E):
  a. See response #6 in Ordinance Requirements/Deviations.
- Off-Street Parking or related drives (Sec. 3.8.2.F):
  a. See response #14 in Ordinance Requirements/Deviations.
- Pedestrian Connectivity (Sec. 3.8.2.G):
  a. See response in Traffic Comment Section.
- Minimum Distance between the buildings (Sec. 3.8.2.H):
  a. See response #7 in Ordinance Requirements/Deviations.
- Number of Parking Spaces Residential, Multiple-family (Sec. 5.2.12.A):
  a. See response #8 in Ordinance Requirements/Deviations.
- Parking Space Dimensions and Maneuvering Lanes (Sec. 5.3.2):
  a. See response in Traffic Comment Section.
- End Islands (Sec. 5.3.12):
  a. See response in Traffic Comment Section.
- Barrier Free Spaces (Barrier Free Code):
  a. No deviation requested. 1 ADA Space will be located in a private garage in Buildings A-D. 3 ADA spaces are provided within Building E.
- Barrier Free Space Dimensions (Barrier Free Code):
  a. See response in Traffic Comment Section.
- Barrier Free Signs (Barrier Free Code):
  a. See response in Traffic Comment Section.
- Bicycle Parking General requirements (Sec. 5.16):
  a. See response #15 in Ordinance Requirements/Deviations.
- Bicycle Parking Lot layout (Sec 5.16.6):
  a. See response #15 in Ordinance Requirements/Deviations.

Additional Road Design, Building Setback, And Parking Setback Requirements, Multiple-Family Uses (Sec. 5.10)

- Road standards (Sec. 5.10):
- All major roads provide 28’ width as required. Major Drives:
  a. See response #13 in Ordinance Requirements/Deviations. Please note the drive that extends from the southern approach to Novi Road to the center cul-de-sac, behind Buildings A, B and C 9Society Hill Drive) is not considered to be a “Major Road” since it is intended for garage access, parking behind the buildings and additional access to the amenities area. This road is intentionally 24’ wide for this purpose. Society Hill Boulevard is intended to be the “Major Road” for the development fronting Novi Road. Also, a “table top” will be provided west of the amenity area to reduce traffic speeds.
- Parking on Major and Minor Drives:

a. See response #13 in Ordinance Requirements/Deviations.

Building Code and Other Requirements

- Woodlands (City Code Ch. 37):
  a. See response from consultant, Allen Design, in Woodland section.
- Wetlands (City Code Ch. 12, Art. V):
  a. See response from consultant, Barr Engineering, in Wetland section. Calculation chart to be provided on updated plan set.
- Design and Construction Standards Manual:
  a. Noted, in compliance.
- Building Exits:
  a. Noted, in compliance.
- Phasing:
  a. To be addressed prior to final site plan approval.

Other Permits and Approvals

- Development/Business Sign (City Code Sec 28.3):
  a. Sign location and size to be submitted with next submission. Deviation may be requested.
- Project & Street Naming Committee:
  a. Street Naming Committee comments have been received and will be properly addressed.

Other Legal Requirements

- Conservation easements:
  a. Consistent with the 1999 Final Site Plan Approval, no conservation easements will be provided.

Lighting and Photometric Plan (Sec. 5.7)

- Building Lighting (Sec. 5.7.2.A.iii):
  a. Noted. Will be provided by consultant, Gasser Bush.
- Lighting Specifications (Sec. 5.7.A.2.ii):
  a. Noted. Will be provided by consultant, Gasser Bush.
- Max. Illumination adjacent to Residential (Sec. 5.7.3.M):
  a. Noted. Will be provided by consultant, Gasser Bush.

Engineering

63 City response letter incorrectly compares the traffic generation between the two plans based on "Unit Count" density opposed to "Bedroom" density the proper comparison is 1,978 Trips (Consent Judgement) VS 2,162 Trips (Proposed Plan). Accordingly, the 184 trip variance is significantly below the 750 trip threshold which would trigger a full Traffic Impact Study. Provided response from consultant, Fleis & VandenBrink, is provided as Exhibit D.

73 A soil boring will be provided for the off-site detention basin prior to Final Site Plan Approval. Referring to Sheet 9 of the Preliminary Site Plan submittal, the elevation of the wetlands adjacent to the off-site detention basin is appx. EL. 941.50 and the Low Water Elevation of the off-site detention basin is set at EL 942.0 (0.5' higher than the wetland elevation. Although the groundwater elevation at the detention basin is expected to be near the wetland elevation of 941.50 (just below existing grade), the Low Water

Elevation at the detention basin will be set higher than the expected ground water elevation. The storage volume of the basin will not be reduced since the low water of the basin is set above the elevation of the adjacent wetlands.

83 Two possible off-site detention basin locations are provided in the Preliminary Site Plan to provide the City with options for discharge of the basin on the City owned parcel. Ultimately, the wetland and the direct connection to the City storm sewer both drain to the City storm sewer that runs east below Novi Road. The ultimate discharge of the City of Novi storm sewer is not known at this point and the City does not have any available As-Built information on their existing storm sewer system. The developer will coordinate with the City of Novi to perform a "Dye Test" to try to determine the ultimate discharge point of the existing City of Novi storm sewer below Novi Road. Referring to Sheet 13 of the Preliminary Site Plan – "Pre/Post Development Runoff Plan", appx. 6 Acres of the Society Hill currently surface drains to the off-site parcel wetland area, resulting in a 100-yr peak flow of 8.1 cfs. This existing flow ultimately goes to the existing City storm sewer below Novi Road. Once the off-site detention basin is constructed, this 6 Acres of area will be restricted to the Novi required maximum runoff rate of 0.15 cfs/Ac, resulting in a Post -Construction run-off rate of 1.19 cfs. After the basin is constructed, the resulting 100-yr flow into the existing sewer below Novi Road will be reduced by 6.91 cfs, improving on the conditions that exist today.

93 A soil boring will be provided in the on-site detention basin as requested. It should be noted that the Low Water elevation of the proposed detention basin is set higher than the adjacent wetland elevation. See attached Exhibit E for onsite borings previously completed.

General

63 It is noted that Right-of-Way permit will be required from the city of Novi for work within the Novi Road and 12 ½ Mile Road ROW's.

73 The 12 ½ Mile Road ROW is labeled "Prop. 43' Wd. ROW" in the submitted Preliminary Site Plan.

83 Utility easements are shown on the Landscaping Plan Sheets L-1 and L-2. In general, trees have been placed outside utility easements, a min 5' from watermains and 10' from sanitary sewers. The Preliminary Site Plan will be revised if there are locations where this criterion is not met.

93 The Site Plan will be revised to show light poles and bike racks on the Utility Plan as requested. It is noted License Agreement will be required for any light poles or bike racks that are located within a utility easement.

:3 A hydrant table, utility crossing table and utility structure tables will be provided at Final Site Plan.

;3 It is noted an opposite-side driveway spacing waiver will be required for the 12 ½ Mile Road approach. A distance of 43' spacing between the approaches is already provided in Sheet 5 of the Preliminary Site Plan.

<3 The developer will coordinate with the City of Novi for the rehabilitation of Novi Road.

Water Main

=3 The proposed watermain system, as shown in the Preliminary Site Plan, is a looped water main system with 2 connections to the existing City system. One connection is made to the ex. 24" water main within the 12 ½ Mile Road ROW and the other connection is to the ex. 36" water main within the Novi Road ROW. The design of the water main system within the development will be completed during Final Site Plan meeting the City and Fire Department pressure and flow requirements. There are already existing water mains located along the development frontages on Novi Road and 12 ½ Mile Road.

>3 Comment is noted. A final water main system design will be provided at Final Site Plan.

653 The location of the riser room will be provide at Final Site Plan. It is noted a stop-box will be required.

Irrigation Comments

663 An irrigation plan will be provided for Final Site Plan.

Sanitary Sewer

673 Please see Sheet 11 of the Preliminary Site Plan submittal. A Sanitary Monitoring Manhole is provided for the Building E, as previously requested.

683 A Sanitary Sewer Basis of Design will be provided at Final Site Plan.

Storm Sewer

693 Storm sewer design will be provided at Final Site Plan.

6:3 Oil/Gas separators are shown in the Preliminary Site Plan as required. Final design will be provided at Final Site Plan.

6;3 Comment is noted.

6<3 A storm structure table will be provided at Final Site Plan as required.

Storm Water Management Plan

6=3 The Storm Water Management Plan is designed according to the Storm Water Ordinance and Chapter 5 of the Engineering Design Manual, as required. Please refer to Sheet 12 of the submitted Preliminary Site Plan for calculations.

6>3 Please refer to Sheet 13 of the Preliminary Site Plan for the "Pre/Post Development Runoff Plan".

753 Please refer to Sheet 13 of the Preliminary Site Plan for the "Pre/Post Development Runoff Plan". Please also refer to the discussion in response item #3 (Pg 2 of 6) above.

763 An access easement from the Novi Road ROW to the onsite detention basin is provided. Please refer to Sheet 10 of the submitted Preliminary Site Plan.

773 It is noted that a Storm Drainage Facility Maintenance Easement Agreement will be required.

783 Each of the detention basins will be provided with sediment forebay at each storm sewer outlet to the detention basins. A pre-treatment structure will not be required.

793 Soil borings will be performed at each storm water detention basin. Soil boring logs and a report from the Geotechnical Engineer will be provided at Final Site Plan. See attached Exhibit E for onsite borings previously completed.

7:3 Please see Sheet 12 of the Preliminary Site Plan – Storm Water Management Plan for runoff coefficient calculations.

7;3 Noted. These coefficients are shown on the Storm Water Management Plan.

7<3 A 4-foot wide safety shelf is provided in each proposed detention basin as required.

7=3 A 25-foot wide buffer is provided around each detention basin as required.

7>3 Proposed pond contours will be shown more clearly.

853 Final grading for all walkways will be provided at Final Site Plan.

Paving & Grading

863 A construction materials table and pavement cross section will be provided at Final Site Plan.

873 An emergency access gate is provided at each end of the emergency access drives. The City's detail for the break away gate is provided.

883 Comment noted. The geotechnical engineer for the project will determine the gravel paving section thickness and subgrade requirements at Final Site Plan.

893 Existing contours are provided on the Preliminary Site Plan. Proposed spot grades are provided throughout the development. The Final Site Plan will show existing and proposed contours as required.

8:3 Generally, fixed objects are located a minimum of 3-ft from any sidewalks. This will be confirmed at Final Site Plan once Preliminary is approved.

8;3 It is understood the maximum grade slope is 1V:4H. The grading plan meets this requirement and will be confirmed at Final Site Plan.

8<3 The proposed concrete sidewalk at 12 ½ Mile Road continues through the approach in the Preliminary Site Plan. Asphalt sidewalks are proposed along Novi Road to match the existing materials. Striping is provided at each of the Novi Road approaches as previously requested.

8=3 The Preliminary Site Plan was revised, as previously requested, so that no more than 15 consecutive parking spaces are provided.

8>3 Islands have been revised to conform to City standard, typical dimensions are provided on the Preliminary Site Plan.

953 Preliminary curb grades are provided on Sheets 6 and 7 – Grading and Paving Plan. A typical curb detail is provided calling out 4" curbs at parking spaces.

963 Comment noted.

973 Preliminary curb grades are provided on Sheets 6 and 7 – Grading and Paving Plan. A typical curb detail is provided calling out 4" curbs at parking spaces.

983 Angled parking has been dimensions as requested.

993 Soil borings will be performed and provided at Final Site Plan. See attached Exhibit E for onsite borings previously completed.

9:3 It is noted that retaining walls higher than 48-inches will require a permit from the Building Department.

9;3 Guardrail requirements for walls exceeding 30-inches in height are noted.

Off-Site Easements

9<3 It is noted that any off-site utility easements will be required to be executed prior to approval of Final Site Plan.

9=3 It is noted that an off-site SDFMEA and off-site construction easement will be required for the off-site detention basin.

Landscaping

Landscape Deviations that are Requested for Proposed Layout:

- Lack of Screening Berm Along South Property Line:
  - The property to the south is a vacant, isolated RA parcel that is bounded by RM-1 and OS-1 zoning. The future land use is PD-1 that matches Society Hill. When developed, this parcel will be improved to RM-1 or PD-1 standards and not RA standards. Nonetheless, the proposed screening will be modified to extend the evergreens further west to screen the maintenance/dumpster area and the proposed evergreen species will be changed to provide a better buffer, thereby eliminating the waiver.

  - After discussion, we believe this deviation is now supported by City Staff.
- Lack of Greenbelt Berms:
  - Deviation requested.
- Lack of Greenbelt Landscaping and Street Trees for Sections of Both Roads that are Being Preserved:
  - Deviation requested.
- Shortage in Greenbelt Landscaping for 12 ½ Mile Road and Novi North Beyond the Above:
  - City Staff agrees two means of emergency egress are required and therefore no deviation is required.
- Shortage in Greenbelt Subcanopy Trees in Novi South:
  - Deviation requested.
- Shortage in Street Trees in Novi South:
  - Deviation requested.
- Two Bays are 16 Spaces Long Without a Landscape Island:
  - The central islands for Buildings A-C will be converted to greenspace and expanded to meet the minimum 200 S.F., thereby eliminating the waiver.
- Shortage of Foundation Landscaping for Multiple Buildings:
  - See above for buildings A-C.
  - After further clarification with City Staff, Building 13 meets code and no deviation is required.
- Landscape Design Manual Deficiencies:
  - After discussion, the required landscaping will be provided eliminating this deviation.

Landscape Comments:

- Provide original off-site planting plans:
  - Original off-site plantings plan does not exist. Historical planting records are produced through on-site observation, invoices and aerial photography as outlined on the attached Exhibit F.
- Adjacent to residential:
  - The southern evergreen buffer will be extended westward beyond the trash compactor.
- Multi-family unit trees:
  - The number of subcanopy trees will be reduced to meet the 25% maximum.
- Interior roadway trees:
  - The required trees will be revisited using the provided mark-up to verify the correct number of trees are provided.
- Foundation landscaping:
  - Please see the previous comment.
- Plant list:
  - The number of native trees will be increased to meet the 50% requirement. Species will be revised to meet the genus and species requirements. Please see the above comment regarding the percentage of evergreen replacement trees.
- Invasive species:
  - Phragmites exist in the large western wetland. The plan will be revised and provide a removal plan.
- Tree fencing:

- Critical root zones will be shown once the final location of the tree fencing is finalized.

- Wetland mitigation:
  - Please see response from Barr Engineering.
- Proposed utilities:
  - Tree locations will be revised to eliminate lighting conflicts. The existing overhead line at 12 ½ Mile will be removed.
- Proposed topography:
  - The proposed grades will be better delineated showing how they tie off to existing contours.
- Berm requirements:
  - The White Pines will be substituted with a thicker evergreen.
- Canopy deciduous trees between the sidewalk and curb:
  - All existing trees along Novi Road will be shown.
- Interior street landscaping:
  - A graphic will be provided showing what streets are used in the calculations. The plan will be revised as needed.
- Vehicular use:
  - A graphic will be provided showing the areas included in the calculation. The plan will be revised as needed.
- Parking lot perimeter:
  - A graphic will be provided showing the areas included in the calculation. The plan will be revised as needed.
- Snow deposit:
  - Snow storage within parking lots will be shown.
- Plant list:
  - The number of Red Maple will be reduced. The Bowhall Maples will be substituted for a larger canopy species.
- General landscape:
  - A property line setback note will be added to the plans.
- Irrigation:
  - An irrigation plan will be provided at final site plan.

Woodland Comments

1. Regulated Woodlands:
   a. Notwithstanding the City's regulated woodland map, all trees on the tree survey for the Property are treated as regulated for purposes of removal and mitigation.
   b. On the City Parcel (southern parcel), the small area of land that is not regulated woodland on the City's regulated woodland map will be revised and included in the removal/mitigation calculations.
   c. No additional trees are necessary to survey.
2. Removal Standard:
   a. See L8, 9-12. Any additional mitigation required by updating the regulated tree boundary on the City Parcel will be reflected in a subsequent revision to the preliminary site plan.
3. Woodland Use Permit:

a. Noted.

4. Approval of Governing Body:
    a. Approval for tree removal and mitigation will be determined by City Council pursuant to the existing consent judgment.
5. Woodland Replacement:
    a. Property (northern parcel) - See L9-12. No change required as calculation reflects mitigation requirements under the existing site plan approval.
    b. City Parcel (southern parcel) - See L8 for City Parcel woodland replacement & mitigation. This will be revised to include the removal of 15 trees (additional mitigation of 19 trees) outside of the City's regulated woodland map boundary.
6. Woodland Mitigation:
    a. Woodland mitigation to be provided by: (1) previously provided mitigation off-site within the City of Novi (see L1), (2) additional off-site plantings within the City of Novi, (3) on-site plantings, and (4) any remainder paid into the City's tree fund at rates provided at the time under the previously approved site plan.
    b. The plant list shown on Sheet L-4 are proposed greenbelt trees and not woodland replacement trees.
7. Critical Root Zones:
    a. On the City Parcel, critical root zones will be provided once the grading limits are finalized. The center of the symbols shown on the tree survey depict the trunk. Critical root zones will be shown with a separate symbol once the grading limits are finalized.
8. Critical Root Zone Mitigation Requirement:
    a. On the City Parcel, preserved regulated woodlands with impacted critical root zones will be replaced.
9. Tree Survey:
    a. The tree survey provided on the Property (northern parcel) is reflective of the original site plan submission. Original tags remain in many cases.

Wetlands

Potential Wetlands and Connection

- The areas identified as a potential connection and potential wetlands by Merjent were previously reviewed by Barr, in some cases in the company of EGLE staff, and were not considered wetlands. In response to the April 18, 2024 wetland review by Merjent, Barr staff returned to these areas on May 16, 2024 to perform further investigations in a manner consistent with the Corps of Engineers Wetlands Delineation Manual (USACE 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2, USACE 2010). The wetland delineation procedures outlined in these manuals require the evaluation of on-site vegetation, soils, and hydrologic characteristics. Based on this evaluation, Barr's previous opinion that these areas do not meet all the criteria to be determined to be wetland was confirmed, as all of these areas are lacking evidence of hydric soils, and some were found to be lacking primary/secondary evidence of hydrology in addition to lack of hydric soils. Draft wetland delineation data sheets were prepared in the field and final versions are enclosed with this letter. The potential connection was also previously reviewed by Barr and EGLE and was determined not to be a

stream but rather to be a surface water connection between Wetlands D, C and B. This surface water connection serves to make these wetlands contiguous with Bishop Creek and therefore regulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Wetland Mitigation

- The quantity of wetland mitigation proposed (1.519 acres) is based on impacts to forested, scrub-shrub, and emergent wetland habitats (see Table 1 below). Forested wetland mitigation is being proposed on-site to the extent that is practical due to the sloping nature of the terrain on the subject property. Given there is no opportunity for wetland restoration, wetland creation is proposed in two locations adjoining the large wetland/pond on the west side of the property which is the best available source of hydrology. Insufficient suitable area is available to provide all wetland mitigation on site, however the amount of wetland mitigation proposed is more than a 1 to 1 replacement for no net loss of wetland within the watershed. No known suitable and available wetland mitigation sites within the City and the Rouge River watershed have been identified which is why purchase of EGLE approved wetland mitigation bank credits is proposed.

Table 1: Proposed Wetland Impacts and Wetland Mitigation

		Impacts by Habitat Type (ac)			Impact
Wetland	Size (ac)	Forested	Scrub-Shrub	Emergent	Total (ac)
A	6.888	0	0	0	0
B	1.011	0	0	0	0
C	0.081	0.081	0	0	0.081
D	0.306	0.306	0	0	0.306
E	0.111	0.083	0	0.028	0.111
F	0.264	0	0	0.264	0.264
G	0.027	0.027	0	0	0.027
H	1.251	0	0.058	0	0.058
Totals	9.939	0.497	0.058	0.292	0.847
Mitigation Ratio		2.0	1.5	1.5	1.8
Required Mitigation		0.994	0.087	0.438	1.519
				Proposed On-Site Mitigation	0.922
				Proposed Wetland Mitigation Bank Credits	0.597

- The full Wetland Response is outlined in Exhibit C.

Traffic

- Please see attached Traffic Memo (Exhibit D) prepared by Fleis & VandenBrink addressing AECOM's Waiver Recommendation and summarized response below:
- F&V Response: There is an approved site plan for this property from 1999 (the "1999 Final Site Plan") that continues to be extended annually as per the 2001 consent judgment (the "Consent Judgement"). As part of the 1999 Final Site Plan a Traffic Impact Study (TIS) was performed for the proposed development plan dated February 12, 1996. This study considered the impact of 300 apartment units and the projected traffic volumes and roadway conditions at site buildout. Additionally, the study evaluated the impact of the development with the following roadway improvements, that have subsequently been completed:

- Novi Road: Widened to 5-lanes
- 12 Mile Road: 4-Lane Divided Blvd.

- The 1999 Final Site Plan and Consent Judgement was approved with the resulting traffic impacts and the scheduled roadway improvements on Novi Road and 12 Mile Road as noted. However, the impact of the development has not been realized, but the Consent Judgement continues to be extended annually in anticipate of this future development.
- At this time, the applicant is looking to proceed with the approval of the revised site plan for Society Hill (the "Revised Preliminary Site Plan"). F&V performed a comparative trip generation analysis to determine the difference between the approved 1999 Final Site Plan (312 units) and the Revised Preliminary Site Plan.
- The revised trip generation analysis is attached and summarized below, and shows that the difference in trip generation between the 1999 Final Site Plan / Consent Judgement and the Revised Preliminary Site Plan is negligible, and below the Novi Thresholds for further evaluation.

TRIP GENERATION COMPARISON SUMMARY

Scenario	Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
						In	Out	Total	In	Out	Total
1999 Final Site Plan	Apartments	220	312	DU	1,978	37	120	157	117	67	184
Revised Preliminary Site Plan	Multi-Family Residential (Mid-Rise)	221	463	DU	2,162	44	148	192	110	71	181
				Difference	184	8	33	41	-3	7	4
	City of Novi TIA Threshold				*500*		*75*			*75*	
	City of Novi TIS Threshold				*750*		*100*			*100*	

External Site Access and Operations:

3a. Comment Noted:

a. A waiver of this requirement is requested at the approach to the gravel 12 ½ Mile Road.

9. The latest version of the R-28-K detail will be provided as requested.

10. The developer will coordinate with the City of Novi for the reconstruction of Novi Road. Novi Road pavement markings and colors will be coordinated with the City at Final Site Plan.

Internal Site Operations:

15b. Additional radius and width dimensions will be provided as requested.

20. Detail will be revised as requested.

24c. The new City of Novi bike rack detail will be provided with 6' wide path width as requested.

24d. A note stating the height of the bike rack (3' Required) will be provided as requested.

24e. The new City of Novi bike rack detail will be provided with 6' wide path width as requested.

26. The latest version of the R-28-K detail will be provided as requested.

Signing and Striping:

33. The sign quantities will be revised to separate the R7-8 and R7-8p as separate signs.

43. The Final Site Plan submittal will provide the requested additional signs for maintaining traffic.

Facade

Facade Materials

- Although Buildings A-E are not classified as "Residential Style Architecture" by ordinance definition, they are part of the overall multi-family residential development. We are requesting a waiver for the Horizontal siding as it is an accent piece to help provide a visual break in the overall exterior design of these buildings while still helping them feel like residential buildings.
- “Standing Seam Metal/ EIFS” - The final material selection in these areas has not been determined, but will be prior to Final Site Plan approval.

Notes to the Applicant

- Inspections:
    a. Noted.
- RTU Screening:
    a. Noted, all roof-top equipment will be screened from view and/or demonstrate how it complies with screening via building sections and site studies.

Fire

Comments

- Comment Noted.
- Comment Noted.
- Proposed landscaping plan will be reviewed to confirm a 10’ setback from hydrants.
- Comment Noted.
- Secondary Access Drive notes will be revised to 20 ft wide as required. A note will be added to the plans stating the Gravel Emergency Access Roads will be required to support a 35-Ton vehicle.
- The emergency access gate will be relocated as requested adjacent to the public roadway. The signage, mountable curbs and radii will also be revised as requested.
- Comment noted. The developer will coordinate with the City Fire Department to designate fire lanes and signage locations.
- Comment noted.
- The 30’ min / 50’ max turning radii are shown throughout the plan shown on Sheet 15. The developer will meet with the Fire Marshall to review all areas of concern. All internal road intersections currently meet the 30’ / 50’ turning radii criteria.
- Comment noted.
- The proposed watermain system, as shown in the Preliminary Site Plan, is a looped water main system with 2 connections to the existing City system. One connection is made to the ex. 24“ water main within the 12 ½ Mile Road ROW and the other connection is to the ex. 36” water main within the Novi Road

ROW. The design of the water main system within the development will be completed during Final Site Plan meeting the City and Fire Department pressure and flow requirements.

- Comment noted. Details of required interior fire protections systems will be provided at Final Site Plan. Individual shutoffs for interior fire protection will be provided as required.
- Comment noted. Hazardous Chemical Survey received by Fire Department on 4/3/24.

General

63 Comment noted.

73 Comment noted. Notes will be added to the plans as requested.

83 Comment noted. Notes will be added to the plans as requested.

93 Comment noted. Notes will be added to the plans as requested.

:3 Comment noted. Notes will be added to the plans as requested.

;3 Comment noted.

Exhibit A – Kreiger Klatt Setback Calculations

Increased Building Setbacks based on height and length																	
A Building	B RM-1 Allowed Height	C Provided Height	D Increased Setback (Height) (D=C-B)	E RM-1 Allowed Length	F Provided Length	G Increased Setback (Length) (G=(F-E)/3)	H Max Increase (H=Max(D,G))	I RM-1 Front Setback	J Req'd. Front Setback (J=I+H)	K Provided Front Setback	L Complies	M Waiver	N RM-1 Side Setback	O Req'd. Side Setback (O=H+N)	P Provided Side Setback	Q Complies	R Waiver
Building A	35	57.5	22.5	180	219	13	22.5	75	98	89	No	8.2	75	98	76	No	21.8
Building B	35	57.5	22.5	180	219	13	22.5	75	98	399	Yes	N/A	75	98	99	Yes	N/A
Building C	35	57.5	22.5	180	219	13	22.5	75	98	399	Yes	N/A	75	98	680	Yes	N/A
Buidling D	35	57.5	22.5	180	219	13	22.5	75	98	89	No	8.2	75	98	842	Yes	N/A
Buidling E	35	60	25	180	493	104	104	75	179	197	No	N/A	75	179	252	Yes	N/A

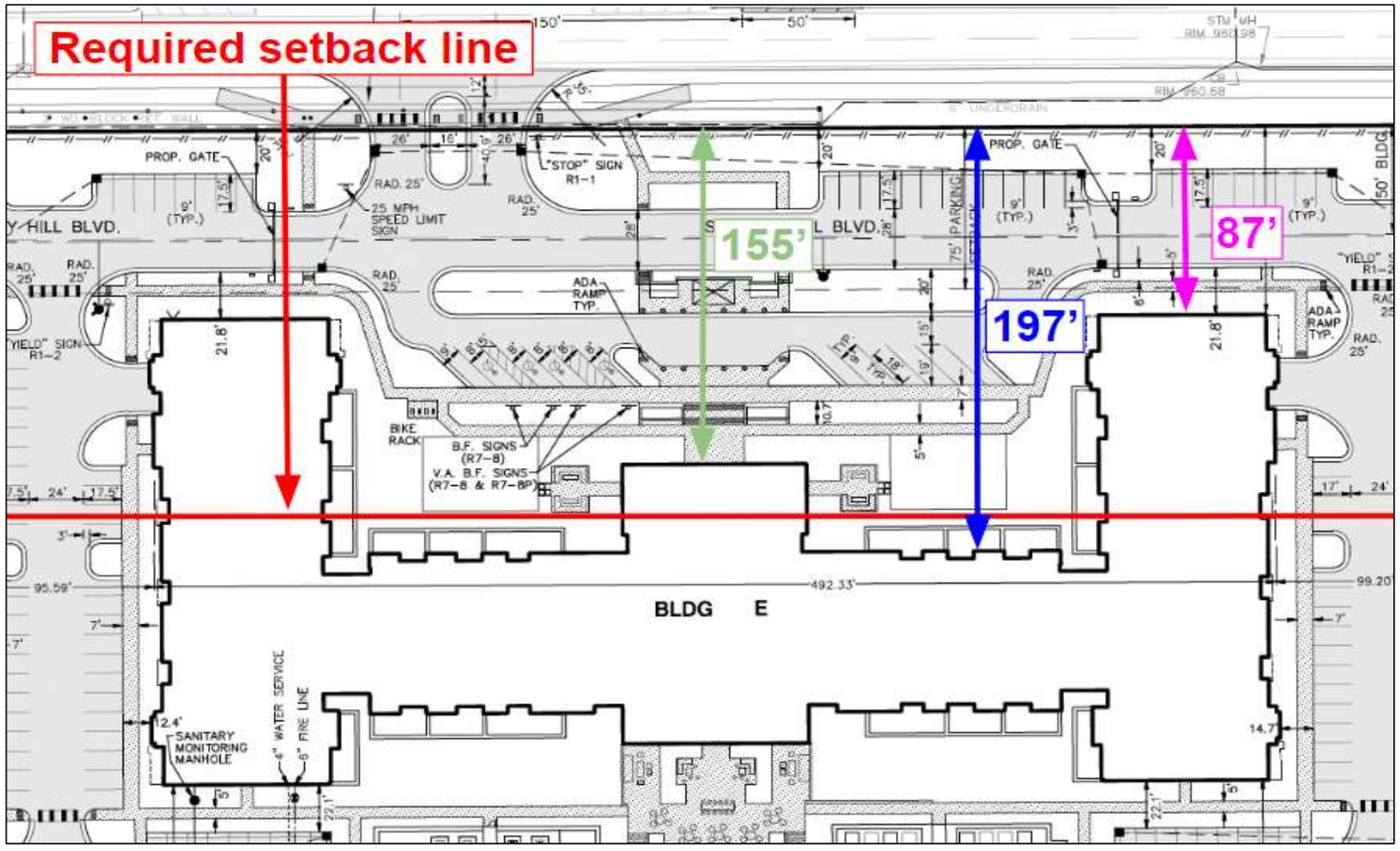

Exhibit B – Seiber Keast Lehner Parking Setback Calculation

NOVI ROAD

12 ½ MILE ROAD

SOCIETY HILL BLVD.

SOCIETY HILL DRIVE

RESERVE BLVD.

BLUFF CT.

BLUFF DRIVE

RESERVE CT.

RESERVE DRIVE

EX. 33' WD. ROW

PROP. 43' WD. ROW

50' BLDG. SETBACK

75' PARKING SETBACK

20' PARKING SETBACK

BLDG 1

BLDG 2

BLDG 3

BLDG 4

BLDG 5

BLDG 6

BLDG 7

BLDG 8

BLDG 9

BLDG 10

BLDG 11

BLDG 12

BLDG 13

BLDG 14

BLDG 15

BLDG 16

BLDG A

BLDG B

BLDG C

BLDG D

BLDG E

SETBACK PAVEMENT COVERAGE

	TOTAL AREA (SFT.)	PAVEMENT AREA (SFT.)	PERCENTAGE OF PAVEMENT
FRONT YARD (NOVI RD.):	123,403	41,047	33.26% *
FRONT YARD (12 1/2 MILE RD.):	50,199	6,374	12.70%
WEST SIDE YARD:	36,772	0	0
SOUTH SIDE YARD:	18,240	1,851	10.15%
OVERALL:	228,614	49,272	21.55%

* VARIANCE REQUIRED

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1" = 60'

SEIBER KEAST LE
ENGINEERING | SURVEYING
FARMINGTON HILLS OFFICE
39605 ORCHARD HILL PLACE, SUITE 68
FARMINGTON HILLS, MI 48331
248.308.3331
CLINTON TOWNSHIP OFFICE
1700 NORTH MAIN STREET, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

REV. #	REV. DATE	REVISION INFO.

3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 (IT'S THE LAW) FOR UNDERGROUND FACILITIES

PROJECT NUMBER: 23-207
PROJECT MANAGER: B. EMERINE
DRAWN BY: A.A.
CHECKED BY: R.E.
DATE: 10/30/23

CLIENT INFO:
E AND M HOLDINGS, LLC
JORDAN SASSON
32605 W. TWELVE MILE RD.
SUITE 290
FARMINGTON HILLS, MI
48334

PROJECT NAME:
SOCIETY HILL
PART OF THE SE 1/4 OF SEC. 10, T1N, R.8E., CITY OF NOVI, OAKLAND COUNTY, MI

SHEET TITLE:
SETBACK COVERAGE PLAN

PAGE No.:

Exhibit C – Barr Engineering Wetland Response

May 23, 2024

Lindsay Bell, AICP, Senior Planner
City of Novi - Community Development
45175 Ten Mile Road
Novi, MI 48375

Dear Ms. Bell:

Below are our responses to wetland review comments provided by Jason Demoss of Merjent, Inc. in his letter dated April 18, 2024 and to wetland mitigation comments provided by Rick Meader of the City of Novi in his letter dated April 5, 2024.

Potential Wetlands and Connection

The areas identified as a potential connection and potential wetlands by Merjent were previously reviewed by Barr, in some cases in the company of EGLE staff, and were not considered wetlands. In response to the April 18, 2024 wetland review by Merjent, Barr staff returned to these areas on May 16, 2024 to perform further investigations in a manner consistent with the *Corps of Engineers Wetlands Delineation Manual* (USACE 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2, USACE 2010).* The wetland delineation procedures outlined in these manuals require the evaluation of on-site vegetation, soils, and hydrologic characteristics. Based on this evaluation, Barr's previous opinion that these areas do not meet all the criteria to be determined to be wetland was confirmed, as all of these areas are lacking evidence of hydric soils, and some were found to be lacking primary/secondary evidence of hydrology in addition to lack of hydric soils. Draft wetland delineation data sheets were prepared in the field and final versions are enclosed with this letter. The potential connection was also previously reviewed by Barr and EGLE and was determined not to be a stream but rather to be a surface water connection between Wetlands D, C and B. This surface water connection serves to make these wetlands contiguous with Bishop Creek and therefore regulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Wetland Mitigation

The quantity of wetland mitigation proposed (1.519 acres) is based on impacts to forested, scrub-shrub, and emergent wetland habitats (see Table 1 below). Forested wetland mitigation is being proposed on-site to the extent that is practical due to the sloping nature of the terrain on the subject property. Given there is no opportunity for wetland restoration, wetland creation is proposed in two locations adjoining the large wetland/pond on the west side of the property which is the best available source of hydrology. Insufficient suitable area is available to provide all wetland mitigation on site, however the amount of wetland mitigation proposed is more than a 1 to 1 replacement for no net loss of wetland within the watershed. No known suitable and available wetland mitigation sites within the City and the Rouge River watershed have been identified which is why purchase of EGLE approved wetland mitigation bank credits is proposed.

Table 1: Proposed Wetland Impacts and Wetland Mitigation

Wetland	Size (ac)	Impacts by Habitat Type (ac)			Impact Total (ac)
		Forested	Scrub-Shrub	Emergent	
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C	0.081	0.081	0	0	0.081
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H	1.251	0	0.058	0	0.058
Totals	9.939	0.497	0.058	0.292	0.847
Mitigation Ratio		2.0	1.5	1.5	1.8
Required Mitigation		0.994	0.087	0.438	1.519
				Proposed On-Site Mitigation	0.922
				Proposed Wetland Mitigation Bank Credits	0.597

Thank you for your time and attention to these matters. If you have any questions or comments please contact me at wheld@barr.com or 734-558-9288.

Sincerely,

BARR ENGINEERING CO.

Woody L. Held
Senior Environmental Consultant

Enclosures

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: Society Hill | City/County: City of Novi/ Oakland County | Sampling Date: 5/16/2024
Applicant/Owner: E & M Holdings, LLC; Jordan Sasson | State: MI | Sampling Point: NW Pot. Wet.
Investigator(s): Woody Held; Fran Thompson; Bill Brodovich | Section, Township, Range: Section 10 T01N R08E
Landform (hillside, terrace, etc.): depression | Local relief (concave, convex, none): concave
Slope (%): 0 | Lat: 42.502316 | Long: -83.478620 | Datum: WGS
Soil Map Unit Name: Marlette sandy loam, 12 to 18 percent slopes | NWI classification: N/A
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 ____	**Is the Sampled Area within a Wetland?** Yes ____ No X
Hydric Soil Present?	Yes ____	No X	
Wetland Hydrology Present?	Yes X	No ____	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer saccharum*	40	Yes	FACU
2.			
3.			
4.			
5.			
	40	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Fraxinus pennsylvanica*	50	Yes	FACW
2.			
3.			
4.			
5.			
	50	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex sparganioides*	25	Yes	FAC
2. *Carex blanda*	5	No	FAC
3. *Toxicodendron radicans*	2	No	FAC
4. *Brachyelytrum aristosum*	2	No	UPL
5. *Poa pratensis*	2	No	FAC
6. *Parthenocissus quinquefolia*	2	No	FACU
7. *Alliaria petiolata*	1	No	FAC
8. *Celastrus orbiculatus*	1	No	UPL
9.			
10.			
	40	=Total Cover	
Woody Vine Stratum (Plot size: ____)			
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: 3 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	50	x 2 =	100
FAC species	35	x 3 =	105
FACU species	42	x 4 =	168
UPL species	3	x 5 =	15
Column Totals:	130 (A)		388 (B)
Prevalence Index = B/A =			2.98

Hydrophytic Vegetation Indicators:
____ 1 - Rapid Test for Hydrophytic Vegetation
X 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 X No ____

Remarks: (Include photo numbers here or on a separate sheet.)

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: Society Hill | City/County: City of Novi/ Oakland County | Sampling Date: 5/16/2024
Applicant/Owner: E & M Holdings, LLC; Jordan Sasson | State: MI | Sampling Point: Vernal Pool
Investigator(s): Woody Held; Fran Thompson; Bill Brodovich | Section, Township, Range: Section 10 T01N R08E
Landform (hillside, terrace, etc.): depression | Local relief (concave, convex, none): concave
Slope (%): 0 | Lat: 42.501964 | Long: -83.478029 | Datum: WGS
Soil Map Unit Name: Marlette sandy loam, 12 to 18 percent slopes | NWI classification: N/A

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	**Is the Sampled Area within a Wetland?** Yes ____ No X
Hydric Soil Present?	Yes ____	No X	
Wetland Hydrology Present?	Yes X	No ____	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer saccharum*	70	Yes	FACU
2. *Tillia americana*	20	Yes	FACU
3. *Fagus grandifolia*	10	No	FACU
4.			
5.			
	100	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
		=Total Cover	
Herb Stratum (Plot size: 5')			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
		=Total Cover	
Woody Vine Stratum (Plot size: ____)			
1.			
2.			
		=Total Cover	

Dominance Test worksheet:
Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)
Total Number of Dominant Species Across All Strata: 2 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	100	x 4 =	400
UPL species	0	x 5 =	0
Column Totals:	100 (A)		400 (B)
Prevalence Index = B/A =			4.00

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: Vernal Pool

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 2/1	100					Loamy/Clayey	
8-13	10YR 5/2	50	10YR 6/8	50	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)
- X 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)
- X 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** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

SOIL

Sampling Point: NW Pot. Wet.

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	100					Loamy/Clayey	
8-13	10YR 4/6	60	10YR 5/3	30	C	M	Loamy/Clayey	Distinct redox concentrations
			10YR 3/2	10				

[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)
- X 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? (includes capillary fringe) Yes ___ No X Depth (inches): ___

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: Society Hill City/County: City of Novi/ Oakland County Sampling Date: 5/16/2024

Applicant/Owner: E & M Holdings, LLC; Jordan Sasson State: MI Sampling Point: E Extension

Investigator(s): Woody Held; Fran Thompson; Bill Brodovich Section, Township, Range: Section 10 T01N R08E

Landform (hillside, terrace, etc.): toeslope Local relief (concave, convex, none): concave

Slope (%): 0 Lat: 42.500998 Long: -83.479192 Datum: WGS

Soil Map Unit Name: Marlette sandy loam; 12 to 18 percent slopes NWI classification: N/A

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 ____ No X
Wetland Hydrology Present? Yes X No ____

Is the Sampled Area within a Wetland? **Yes** ____ **No** X

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Ulmus americana*	90	Yes	FACW
2. *Acer saccharum*	10	No	FACU
3.			
4.			
5.			
	100	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Zanthoxylum americanum*	60	Yes	FACU
2. *Fraxinus pennsylvanica*	5	No	FACW
3.			
4.			
5.			
	65	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Symphyotrichum lateriflorum*	10	Yes	FACW
2. *Toxicodendron radicans*	10	Yes	FAC
3. *Glyceria striata*	5	No	OBL
4. *Carex tenera*	5	No	FACW
5. *Carex radiata*	5	No	FAC
6. *Fragaria virginiana*	2	No	FACU
7. *Barbarea vulgaris*	1	No	FAC
8. *Carya cordiformis*	1	No	FACU
9.			
10.			
	39	=Total Cover	
Woody Vine Stratum (Plot size: ____)			
1.			
2.			
	____	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	5	x 1 =	5
FACW species	110	x 2 =	220
FAC species	16	x 3 =	48
FACU species	73	x 4 =	292
UPL species	0	x 5 =	0
Column Totals:	204 (A)		565 (B)

Prevalence Index = B/A = 2.77

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation
X 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** X **No** ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: E Extension

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
0-5	10YR 3/2	100					Loamy/Clayey	
5-16	10YR 5/3	60	10YR 5/6	40	C	M	Loamy/Clayey	Distinct redox concentrations
			10YR 3/2	10				

[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)
- X 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? (includes capillary fringe) Yes ___ No X Depth (inches): ___

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: Society Hill | City/County: City of Novi/ Oakland County | Sampling Date: 5/16/2024
Applicant/Owner: E & M Holdings, LLC; Jordan Sasson | State: MI | Sampling Point: Hillslope S
Investigator(s): Woody Held; Fran Thompson; Bill Brodovich | Section, Township, Range: Section 10 T01N R08E
Landform (hillside, terrace, etc.): hillside | Local relief (concave, convex, none): convex
Slope (%): 0 | Lat: 42.50050556 | Long: -83.47699722 | Datum: WGS
Soil Map Unit Name: Marlette sandy loam, 12 to 18 percent slopes | NWI classification: N/A

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 ____ No X
Wetland Hydrology Present? Yes ____ No X

Is the Sampled Area within a Wetland? Yes ____ No X

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Tilia americana*	30	Yes	FACU
2. *Carya cordiformis*	25	Yes	FAC
3. *Acer saccharum*	15	Yes	FACU
4.			
5.			
	70	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
		=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex tenera*	15	Yes	FACW
2. *Toxicodendron radicans*	10	Yes	FAC
3. *Persicaria virginiana*	5	No	FAC
4. *Epilobium hirsutum*	2	No	FACW
5. *Carex blanda*	2	No	FAC
6. *Geum canadense*	2	No	FAC
7. *Taraxacum officinale*	2	No	FACU
8. *Circaea canadensis*	1	No	FACU
9. *Acer saccharum*	1	No	FACU
10.			
	40	=Total Cover	
Woody Vine Stratum (Plot size: ____)			
1.			
2.			
		=Total Cover	

Dominance Test worksheet:
Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)
Total Number of Dominant Species Across All Strata: 5 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 60.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	17	x 2 =	34
FAC species	44	x 3 =	132
FACU species	49	x 4 =	196
UPL species	0	x 5 =	0
Column Totals:	110 (A)		362 (B)
Prevalence Index = B/A =			3.29

Hydrophytic Vegetation Indicators:
____ 1 - Rapid Test for Hydrophytic Vegetation
X 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 X No ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: Hillslope S

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
0-7	10YR 3/2	100					Loamy/Clayey	
7-15	10YR 4/4	100					Loamy/Clayey	

[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)
- 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? (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: Society Hill | City/County: City of Novi/ Oakland County | Sampling Date: 5/16/2024
Applicant/Owner: E & M Holdings, LLC; Jordan Sasson | State: MI | Sampling Point: Hillslope N
Investigator(s): Woody Held; Fran Thompson; Bill Brodovich | Section, Township, Range: Section 10 T01N R08E
Landform (hillside, terrace, etc.): Hillside | Local relief (concave, convex, none): convex
Slope (%): 0 | Lat: 42.500662 | Long: -83.477006 | Datum: WGS
Soil Map Unit Name: Marlette sandy loam, 12 to 18 percent slopes | NWI classification: N/A
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 ____ No X
Wetland Hydrology Present? Yes ____ No X
Is the Sampled Area within a Wetland? **Yes** ____ **No** X

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Tilia americana*	20	Yes	FACU
2. *Carya cordiformis*	20	Yes	FAC
3. *Acer saccharum*	5	No	FACU
4.			
5.			
	45	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
		=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Epilobium coloratum*	20	Yes	OBL
2. *Toxicodendron radicans*	5	No	FAC
3. *Geum canadense*	2	No	FAC
4. *Liriodendron tulipifera*	1	No	FACU
5. *Taraxacum officinale*	1	No	FACU
6. *Parthenocissus quinquefolia*	1	No	FACU
7. *Ulmus americana*	1	No	FACW
8.			
9.			
10.			
	31	=Total Cover	
Woody Vine Stratum (Plot size: ____)			
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: 3 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	20	x 1 =	20
FACW species	1	x 2 =	2
FAC species	27	x 3 =	81
FACU species	28	x 4 =	112
UPL species	0	x 5 =	0
Column Totals:	76 (A)		215 (B)
Prevalence Index = B/A =			2.83

Hydrophytic Vegetation Indicators:
____ 1 - Rapid Test for Hydrophytic Vegetation
X 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** X **No** ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: Hillslope N

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
0-13	10YR 2/1	100					Loamy/Clayey	
13-17	10YR 4/3	60	10YR 3/2	30			Loamy/Clayey	
			10YR 4/6	10				

[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: Society Hill | City/County: City of Novi/ Oakland County | Sampling Date: 5/16/2024
Applicant/Owner: E & M Holdings, LLC; Jordan Sasson | State: MI | Sampling Point: Southeast
Investigator(s): Woody Held; Fran Thompson; Bill Brodovich | Section, Township, Range: Section 10 T01N R08E
Landform (hillside, terrace, etc.): toeslope | Local relief (concave, convex, none): concave
Slope (%): 0 | Lat: 42.498965 | Long: -83.476685 | Datum: WGS
Soil Map Unit Name: Marlette sandy loam, 6 to 12 percent slopes | NWI classification: N/A
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 ____	**Is the Sampled Area within a Wetland?** Yes ____ No X
Hydric Soil Present?	Yes ____	No X	
Wetland Hydrology Present?	Yes X	No ____	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	30	Yes	FAC
2. *Fraxinus pennsylvanica*	20	Yes	FACW
3.			
4.			
5.			
	50	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Rhamnus cathartica*	40	Yes	FAC
2.			
3.			
4.			
5.			
	40	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Celastrus orbiculatus*	10	Yes	UPL
2. *Parthenocissus quinquefolia*	5	Yes	FACU
3. *Toxicodendron radicans*	5	Yes	FAC
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	20	=Total Cover	
Woody Vine Stratum (Plot size: ____)			
1.			
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: 6 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	20	x 2 =	40
FAC species	75	x 3 =	225
FACU species	5	x 4 =	20
UPL species	10	x 5 =	50
Column Totals:	110 (A)		335 (B)

Prevalence Index = B/A = 3.05

Hydrophytic Vegetation Indicators:
____ 1 - Rapid Test for Hydrophytic Vegetation
X 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 X No ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: Southeast

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
0-3	10YR 2/1	100					Loamy/Clayey	
3-16	10YR 3/1	90	10YR 4/3	10			Loamy/Clayey	

[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)
- X 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? (includes capillary fringe) Yes ___ No X Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Exhibit D – Fleis & VandenBrink Traffic Response

MEMO

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

VIA EMAIL Jordan@sequelcos.com

To:	**Jordan Sasson, CEO** **Sequel Companies**
From:	**Julie M. Kroll, PE, PTOE** **Fleis & VandenBrink**
Date:	**Revised May 17, 2024**
Re:	**Society Hill, Multi-Family Residential Development** **Novi, Michigan** **Trip Generation Analysis**

1 INTRODUCTION

This memorandum presents the results of the Trip Generation Analysis (TGA) for the proposed multi-family residential development in Novi, Michigan. The project site is located generally in the southwest quadrant of the Novi Road & 12-½ Mile Road intersection, as shown in **Figure 1**. The project site is currently undeveloped and will include the construction of a multi-family residential development that includes both apartment and townhome units. There is an approved site plan for this property from 1999 (the "1999 Final Site Plan") that continues to be extended annually as per the 2001 consent judgement (the "Consent Judgement").

The purpose of this study is to provide a comparison of the trip generation that was included as part of the 1999 Final Site Plan approval and the revised site plan for Society Hill (the "Revised Preliminary Site Plan"). This TGA memo will also provide a comparison to the City of Novi's thresholds for requiring a traffic study as outlined in the *City of Novi Site Plan and Development Manual*, *Chapter 5 – Section 1*.

FIGURE 1: SITE LOCATION MAP

27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334
P: 248.536.0080
F: 248.536.0079
www.fveng.com

2 TRIP GENERATION

A trip generation comparison was performed to evaluate the Revised Preliminary Site Plan as compared to the trip generation performed as part of the 1999 Final Site Plan. The unit type and bedrooms for both the 1999 Final Site Plan and the Revised Preliminary Site Plan are summarized below.

2.1 1999 FINAL SITE PLAN

As part of the 1999 Final Site Plan approval, a Traffic Impact Study (TIS) was performed for the proposed development plan. The TIS was performed by Reid, Cool & Michalski, Inc. and is dated February 12, 1996. The TIS included a projected trip generation for a 300 unit apartment complex development. The 1999 Final Site Plan was approved in the Consent Judgement with 312 units. As part of this approval, the TIS was not updated to reflect this increase in trip generation. For purposes of this analysis the trip generation analysis performed in the 1996 TIS and the projected trip generation associated with the approved 1999 Final Site Plan are summarized in **Table 1**.

TABLE 1: 1999 FINAL SITE PLAN TRIP GENERATION

Scenario	Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
						In	Out	Total	In	Out	Total
1996 Traffic Impact Study	*Apartments*	*220*	*300*	*DU*	*1,902*	*36*	*115*	*151*	*113*	*64*	*177*
Calculated ITE Trip Generation Rates (1996 Study)					*6.34 trips/DU*	*24% In*	*76% Out*	*0.503 trips/DU*	*64% In*	*36% Out*	*0.590 trips/DU*
1999 Final Site Plan	**Apartments**	**220**	**312**	**DU**	**1,978**	**37**	**120**	**157**	**117**	**67**	**184**

2.2 MULTI-FAMILY TRIP GENERATION ANALYSIS

The projected trip generation for the proposed development plan was calculated based on the data published by the Institute of Transportation Engineers (ITE) in *Trip Generation Manual, 11th Edition*. The number of weekday peak hour (AM and PM) and daily vehicle trips that would be generated by the proposed townhome units is summarized in **Table 2**.

TABLE 2: REVISED PRELIMINARY SITE PLAN TRIP GENERATION

Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
					In	Out	Total	In	Out	Total
Multi-Family Residential (Mid-Rise)	**221**	**463**	**DU**	**2,162**	**44**	**148**	**192**	**110**	**71**	**181**

2.3 TRIP GENERATION COMPARISON SUMMARY

The resulting trip generation comparison of the 1999 Final Site Plan and the Revised Preliminary Site Plan summarized in **Table 3** and show that the two development plans show a negligible trip generation difference. Additionally, the trip generation difference between the two site plans is below the City of Novi Threshold for either a Traffic Impact Assessment or a Traffic Impact Study.

TABLE 3: TRIP GENERATION COMPARISON SUMMARY

Scenario	Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
						In	Out	Total	In	Out	Total
1999 Final Site Plan	Apartments	220	312	DU	1,978	37	120	157	117	67	184
Revised Preliminary Site Plan	Multi-Family Residential (Mid-Rise)	221	463	DU	2,162	44	148	192	110	71	181
				Difference	**184**	**8**	**33**	**41**	**-3**	**7**	**4**
City of Novi TIA Threshold					*500*	*75*			*75*		
City of Novi TIS Threshold					*750*	*100*			*100*		

3 CONCLUSIONS

- The results of the trip generation analysis indicates that the projected trip generation difference associated with the Revised Preliminary Site Plan is *below* the City of Novi's threshold for additional traffic analysis.
- The results of the trip generation comparison indicates that there is expected to be a negligible difference in number of trips generated between the 1999 Final Site Plan and the Revised Preliminary Site Plan.

Any questions related to this memorandum should be addressed to Fleis & VandenBrink Engineering.

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Michigan.

Attachments: 1996 TIS Trip Generation Summary

Exhibit E – Soil Borings

SOILS INVESTIGATION
PROPOSED SOCIETY HILLS APARTMENTS
NOVI & 12½ MILE ROADS
NOVI, MICHIGAN

SOLOMON GROUP
32605 WEST 12 MILE ROAD
SUITE 290
FARMINGTON HILLS, MI 48334

JANUARY 31, 1997
BY
McDOWELL & ASSOCIATES

McDOWELL & ASSOCIATES
21355 Hatcher Avenue
Ferndale, Michigan 48220

Phone: (810) 399-2066
Fax: (810) 399-2157

January 31, 1997

Solomon Group
32605 West 12 Mile Road
Suite 290
Farmington Hills, MI 48334

Job No. 96-597

Attention: Mr. Sasson

Subject: Soils Investigation
Proposed Society Hills Apartments
Novi & 12½ Mile Roads
Novi, Michigan

Gentlemen:

In accordance with your request, we have made a Soils Investigation on the subject project.

Twenty-two (22) Soil Test Borings, designated 1002 through 1023, have been made in the approximate locations staked in the field by your engineers and surveyors. The elevations shown on the boring logs were provided by your engineers and surveyors. Considerable difficulty was encountered in getting to most of the boring locations and it was necessary to utilize light weight equipment. All of the borings were terminated at twenty feet (20'). If it is necessary to extend the two (2) desired borings to forty feet (40'), it will be necessary to provide access for heavier drilling equipment.

Soil descriptions, groundwater observations and the results of field and laboratory test data are to be found on the accompanying Logs of Soil Test Borings.

The soils on this site were predominantly clays. Generally, there was approximately six inches (6") to one foot (1') of topsoil at the surface. At Boring 1011, there was approximately two feet (2') of topsoil at the surface. The clay soils on this site contained varying amounts of silt, sand and pebbles, and often contained seams or layers of granular soils. Identifiable strata of dry granular soils were encountered in Borings 1004, 1009, 1018, 1019 and 1020. Identifiable layers of wet granular soils were encountered in Borings 1002, 1011, 1016, 1017 and 1022.

Groundwater was noted in the majority of the borings and it was noted at depths varying from two feet six inches (2'6") to eighteen feet six inches (18'6"). No groundwater was noted in several of the borings. Where the borings were made in clay soils, the short-term groundwater observations do not provide a reliable indicator of the static water table.

Standard Penetration Tests made during sampling indicate the soils on this site generally have good strengths; however, there are some locations where the strengths are low to moderate. Tests taken at a depth of two feet six inches (2'6") gave results varying from five (5) to thirty (30) blows per foot. The five foot (5') test values ranged from six (6) to sixty (60) blows per foot. At a depth of seven feet six inches (7'6"), the results varied from six (6) to sixty-six (66) blows per foot. At ten feet (10') and below, penetration indices varied from seven (7) to forty-three (43) blows per foot.

It is understood that two story apartment buildings with basements will be constructed on this site. Some of the basements will be of a walkout variety.

The borings indicate the proposed construction can be supported on conventional strip or spread footings. All exterior footings should be constructed at, or below, a frost penetration depth of three feet six inches (3'6") and all footings should be extended through non-engineered fill soils, soils containing appreciable content of organic substances or excessively soft or loose soils.

In the boring locations, foundations placed below a depth of about two feet (2') could generally be proportioned utilizing a design soil pressure of three thousand pounds per square foot (3000 psf). Higher design soil pressures are available at various borings and would be detailed, if desired. At the location of Boring 1012, foundations constructed above a depth of four feet six inches (4'6") should be limited to a design soil pressure of two thousand five hundred pounds per square foot (2500 psf). In the location of Boring 1013, the three thousand pound per square foot (3000 psf) design soil pressure is not available until a depth of about two feet six inches (2'6"). In the location of Boring 1018, foundations constructed above a depth of six feet (6') should be limited to a design soil pressure of one thousand five hundred pounds per square foot (1500 psf). In the location of Boring 1019, foundations constructed above a depth of three feet (3') should be limited to a design soil pressure of one thousand five hundred pounds per square foot (1500 psf). In the location of Boring 1020, foundations constructed above a depth of about six feet six inches (6'6") should be limited to a design soil pressure of two thousand pounds per square foot (2000 psf).

In general, foundations constructed below the topsoil and above the approximate two foot (2') depth should be limited to a design soil pressure of one thousand five hundred pounds per square foot (1500 psf).

It is recommended that all continuous footings be suitably reinforced to minimize or eliminate any noticeable effects of differential settlement.

In areas where fill is required, if an engineered fill is placed to suitably support footings, the footings placed on the engineered fill could be proportioned for a design soil pressure of one thousand five hundred pounds per square foot (1500 psf), or an analysis of individual conditions could be made to evaluate the thickness of the fill, the supporting capacity of the underlying soils and determine if a higher design soil pressure could be used.

Groundwater generally does not appear to present a problem with building construction. Boring 1011 was made at approximately four feet six inches (4'6") above finished basement grade. In this location, wet sand was found at a depth of four feet (4'). A swamp condition exists north of this building at an elevation of about 940. Thus, it seems likely that the groundwater in this layer can readily be drained away. It is recommended that all below grade structures be provided with an adequate drainage system to protect the floors and walls from the possible effects of hydrostatic pressure.

Where concrete floors or floor supporting backfill is to be placed at, or near, the present grade, the topsoil should be removed and the subgrade thoroughly proof-compacted. Where fill or backfill is required to raise the subgrade for concrete floors, it is suggested that clean, well-graded granular soils be used. If clay material is used, it should be placed within three percent (3%) of its optimum moisture content. The fill should be deposited in horizontal lifts not to exceed nine inches (9") in thickness with each lift being compacted uniformly to a minimum density of ninety-five percent (95%) of its maximum value as determined by the Modified Proctor Test (A.A.S.H.T.O. T-180 or A.S.T.M. D-1557). Where relatively shallow fills are placed for the support of lightly loaded floor slabs, the density requirement could be reduced to ninety percent (90%) Modified Proctor.

The upper soils on this site are generally clays and test results indicate them to be well above their probable optimum moisture content. Thus, it should be expected that some drying will be required if this material is to be placed as an engineered fill. It would be highly desirable to do the earthmoving work in the dry summer months.

It is recommended that the services of McDowell & Associates be engaged to observe the soils in the footing excavations prior to concreting in order to test the soils for the required bearing capacities. Testing should be performed to check that suitable materials are being used for controlled fills and that they are properly placed and compacted.

If we can be of any further service, please feel free to call.

Very truly yours,

McDOWELL & ASSOCIATES

Robert McDowell, P.E.

RM/dc

LOG OF SOIL BORING NO. 1002

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 966.0 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
	1		0'10" Moist black clayey sandy TOPSOIL						
A UL	2		Stiff moist brown CLAY with few sand seams	3					
	3			4	16.0	132			
	4			6			*	(3500)	
B UL	5		4'6" Compact wet brown medium SAND	4					
	6		5'6"	5	12.8				
C UL	7			8					
	8		Extremely stiff moist brown CLAY with some silt	11					
	9			16					
D UL	10			23					
	11			9					
	12		12'0"	16					
	13			22					
	14								
E UL	15			5					
	16		Stiff moist blue CLAY with trace of silt and pebbles	9					
	17			11					
	18								
	19								
F UL	20		20'0"	5					
	21			8					
	22			10					
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	4	FT.	6	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	17	FT.	0	INS.
G.W. AFTER	HRS.	FT.		INS.
G.W VOLUMES	Light			

LOG OF SOIL BORING NO. 1003

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597

LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 968.0 DATE 1-21-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str %
	1		Moist to frozen dark brown sandy clayey TOPSOIL						
			1'0"						
A UL	2		Stiff moist brown CLAY with trace of silt	2					
				4	27.4	119		1665	
	3			8			*	(2000)	
			3'0"						
	4		Firm moist brown CLAY with some sand and trace of silt						
B UL	5			2					
				3	22.6				
				4			*	(1000)	
	6								
			6'0"						
C UL	7			8					
				12					
	8			16					
	9		Extremely stiff moist brown CLAY with trace of sand and pebbles						
D UL	10			8					
				15					
	11			18					
	12								
			12'0"						
	13		Extremely stiff moist blue CLAY with trace of sand and pebbles and occasional wet sand seams						
	14								
E UL	15			7					
				17					
				22					
	16								
			16'0"						
	17		Extremely stiff moist blue CLAY with some sand and trace of silt						
	18								
	19								
F UL	20			7					
			20'0"	13					
				21					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
U.L. - UNDIST LINER
S T - SHELBY TUBE
S S - SPLIT SPOON
R C - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	12	FT.	0	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	15	FT.	0	INS.
G.W. AFTER HRS.		FT.		INS.
G.W. VOLUMES	medium			

LOG OF SOIL BORING NO. 1004

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 959.0 DATE 1-21-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			Moist to frozen black sandy clayey TOPSOIL						
	1		1'0"						
			Stiff moist brown CLAY with trace of silt						
A	2			3					
UL				3	20.7	125		3300	
	3		3'0"	6			*	(5000)	
	4								
B				7					
UL	5			11	16.4	134		7070	
			Extremely stiff moist brown CLAY with trace of sand and pebbles	16			*	(9000+)	
	6								
C	7			12					
UL				23	9.7	148			
	8			30					
	9								
D			9'6"	15					
UL	10			13					
				18					
	11								
	12								
			Extremely compact moist brown medium SAND						
	13								
	14								
E				5					
UL	15			12					
				15					
	16								
	17								
	18		18'0"						
			Stiff moist blue CLAY with some sand						
	19								
F				10					
UL	20		20'0"	8					
				10					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT		FT.	INS.
G.W. ENCOUNTERED AT		FT.	INS.
G.W. AFTER COMPLETION	none	FT.	INS.
G.W. AFTER	HRS.	FT	INS.
G.W. VOLUMES			

LOG OF SOIL BORING NO. 1005

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597

LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 956.0 DATE 1-21-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
	1		Moist to frozen black sandy clayey TOPSOIL						
			1'0"						
A UL	2		Compact moist brown fine to medium SAND with trace of silt	3					
	3			5	14.6				
			3'0"	8					
	4		Stiff moist brown CLAY with trace of silt						
B UL	5			6					
				8	19.3				
	6			12			*	(4000)	
			6'0"						
C UL	7			11					
	8			20	16.5	132			
				30					
	9		Extremely stiff moist brown CLAY with trace of sand and pebbles						
D UL	10			13					
				18					
	11			25					
	12								
			12'0"						
	13								
	14								
E UL	15		Extremely stiff moist blue CLAY with trace of sand and pebbles	12					
				15					
	16			22					
	17								
	18								
	19								
F UL	20			7					
			20'0"	15					
	21			22					
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
U.L. - UNDIST. LINER
S.T. - SHELBY TUBE
S.S. - SPLIT SPOON
R.C. - ROCK CORE
( ) - PENETROMETER

REMARKS:

*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT		FT.	INS.
G.W. ENCOUNTERED AT		FT.	INS.
G.W. AFTER COMPLETION	none	FT.	INS.
G.W. AFTER	HRS.	FT.	INS.
G.W. VOLUMES			

LOG OF SOIL BORING NO. 1006

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 967.5 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'6" Moist dark brown clayey TOPSOIL						
	1								
A	2		Stiff moist brown CLAY with trace of silt and pebbles	3					
UL				4	23.5	120			
	3		3'0"	6			*	(4000)	
	4								
B				5					
UL	5			12	13.1	133			
				15			*	(6500)	
	6								
C	7			8					
UL				15					
	8		Extremely stiff moist brown CLAY with some sand and few wet sand seams	22					
	9								
D				10					
UL	10			15					
				20					
	11								
	12		12'0"						
	13								
	14								
E				6					
UL	15		Extremely stiff moist blue CLAY with trace of sand and pebbles	10					
				15					
	16								
	17								
	18								
	19								
F				8					
UL	20		20'0"	16					
				20					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	5	FT.	6	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	dry	FT.		INS.
G.W. AFTER	HRS.	FT.		INS.
G.W. VOLUMES	light			

LOG OF SOIL BORING NO. 1007

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 969.5 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'6" Moist dark brown clayey TOPSOIL						
	1								
A	2		Stiff moist brown CLAY with trace of silt	4					
UL				5	15.4	133			
	3		3'0"	8			*	(8000)	
	4								
B				10					
UL	5			15	10.9	136			
				20			*	(9000)	
	6								
C	7			7					
UL				14					
	8		Extremely stiff moist brown CLAY with trace of sand and pebbles	22					
	9								
D				9					
UL	10			15					
				25					
	11								
	12								
	13								
			13'6"						
	14								
E				7					
UL	15			9					
				14					
	16		Very stiff moist blue CLAY with trace of gravel						
	17								
	18								
	19								
F				7					
UL	20		20'0"	10					
				12					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
O - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT		FT.	INS
G.W. ENCOUNTERED AT		FT.	INS
G.W. AFTER COMPLETION		FT.	INS
G.W. AFTER	HRS.	FT.	INS
G.W. VOLUMES	none		

LOG OF SOIL BORING NO. 1008

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 965.0 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'6" Moist black sandy clayey TOPSOIL						
	1								
A	2		Firm moist brown CLAY with trace of silt and sand	2					
UL				3	17.2				
	3			5					
	4								
			4'0"						
B			Very stiff moist brown CLAY with trace of sand and silt	5					
UL	5			9	11.0	143			
				12			*	(9000)	
	6		6'0"						
C	7		Very stiff moist blue CLAY with few wet sand seams	10					
UL				10	14.4	106			
	8		8'0"	14					
	9								
D				7					
UL	10			12					
				14					
	11								
	12								
	13		Extremely stiff moist blue CLAY with some sand and trace of silt						
	14								
E				7					
UL	15			10					
				14					
	16								
	17								
	18								
	19								
F				7					
UL	20		20'0"	11					
				16					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS: *Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	6	FT.	6	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	10	FT.	0	INS.
G.W. AFTER	HRS.	FT.		INS.
G.W. VOLUMES	light			

LOG OF SOIL BORING NO. 1009

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 961.5 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
	1		0'10" Moist black sandy clayey TOPSOIL						
A UL	2		Stiff moist brown CLAY with trace of silt	3					
	3			4	17.1	127			
				6			*	(5000)	
			3'6"						
	4		Very compact moist brown fine SAND with occasional coarse sand seams	6					
B UL	5			10	11.4	95			
			5'6"	14					
	6								
C UL	7			9					
				14	13.0	143			
	8			18			*	(9000)	
	9		Extremely stiff moist brown CLAY with few pebbles						
D UL	10			9					
				12					
	11			18					
	12								
	13								
	14		14'0"						
E UL	15			7					
				9					
	16		Very stiff moist blue CLAY with few pebbles	13					
	17								
	18								
	19								
F UL	20		20'0"	7					
				10					
	21			12					
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT		FT.	INS.
G.W. ENCOUNTERED AT		FT.	INS.
G.W. AFTER COMPLETION		FT.	INS.
G.W. AFTER	HRS.	FT.	INS.
G.W. VOLUMES	none		

LOG OF SOIL BORING NO. 1010

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hills Apartments

JOB NO. 96-597

LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 968.0 DATE 1-20-97

Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
	1		0'9" Moist black organic silty sandy clayey TOPSOIL						
A	2			7					
UL			Very stiff moist brown silty sandy CLAY with pebbles, some gravel and occasional cobbles	8	24.3	121			
	3			9			*	(4000)	
	4								
B				33/	2"				
UL	5		5'0"		19.9				
	6								
C	7			13					
UL				21					
	8		Extremely stiff moist brown silty sandy CLAY with fine to medium sand seams	21					
	9								
D				12					
UL	10			15					
	11			26					
	12								
	13		12'9"						
	14								
E				13					
UL	15			16					
	16			21					
	17		Extremely stiff moist blue silty sandy CLAY with trace of pebbles and wet fine to medium sand seams @ 18'6"						
	18								
	19								
F				13					
UL	20			20					
	21		20'6"	22					
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST. LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	18	FT.	6	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	18	FT.	6	INS.
G.W. AFTER	HRS.	FT.		INS.
G.W. VOLUMES	medium			

LOG OF SOIL BORING NO. 1011

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hills Apartments

JOB NO. 96-597

LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 977.8 DATE 1-20-97

Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
	1		Slightly compact moist dark brown sandy silty TOPSOIl with roots						
A	2		2'0"	2					
UL			Firm to stiff moist brown silty sandy CLAY with fine sand seams	4	18.5	118			
	3			4					
	4		4'0"						
B				3					
UL	5		Compact wet to moist brown fine SAND with traces of silt, pebbles and gravel	3	19.2	128		385	
	6			4					
C	7		7'0"	9					
UL				12	13.1	137		12300	
	8			12			*	(9000+)	
	9								
D			Extremely stiff moist variegated silty sandy CLAY with pebbles and some gravel	19					
UL	10			27					
	11			38					
	12								
	13								
			13'6"						
	14		Extremely stiff moist variegated silty sandy CLAY						
E				13					
UL	15		14'9"	23					
	16		Extremely stiff moist blue silty sandy CLAY	28					
	17								
			17'6"						
	18		Very compact wet brown fine to medium SAND						
	19								
F				9					
UL	20			11					
			20'6"	13					
	21								
	22		* Boring offset 9' east due truck access, trees and limbs.						
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST. LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140 # Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	4	FT.	0	INS.
G.W. ENCOUNTERED AT	17	FT.	6	INS.
G.W. AFTER COMPLETION	17	FT.	6	INS.
G.W. AFTER	HRS.	FT.		INS.
G.W. VOLUMES	medium	cave in		

LOG OF SOIL BORING NO. 1012

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hills Apartment

JOB NO. 96-597

LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 979.5 DATE 1-20-97

Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'8" Moist dark brown sandy clayey TOPSOIL						
	1								
A	2			2					
UL			Firm moist brown silty sandy CLAY	3	16.3	129		2465	
	3			4			*	(4000)	
	4								
B				3					
UL	5		5'0"	8	11.6	139		9000	
				18			*	(9000+)	
	6		Extremely stiff moist brown silty CLAY with pebbles and occasional fine sand seams						
C	7			16					
UL				34	11.8	139		14990	
	8			32			*	(9000+)	
			8'6"						
	9								
D				10					
UL	10			24					
				27					
	11								
	12		Extremely stiff moist variegated silty CLAY with sand and pebbles						
	13								
	14								
E				12					
UL	15			24					
				36					
	16								
	17								
	18		17'9"						
	19		Very stiff moist blue silty sandy CLAY with trace of pebbles						
F				9					
UL	20			10					
			20'6"	13					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT		FT.	INS.
G.W. ENCOUNTERED AT		FT.	INS.
G.W. AFTER COMPLETION	none	FT.	INS.
G.W. AFTER	HRS.	FT.	INS.
G.W. VOLUMES			

LOG OF SOIL BORING NO. 1013

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hills Apartment

JOB NO. 96-597 LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 969.0 DATE 1-17-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
	1		0'9" Moist dark brown clayey TOPSOIL with roots						
A	2		Firm moist brown silty sandy CLAY with some organics and fine sand seams	2					
UL	3		2'6"	3	18.6	128			
	4		4'0" Very stiff moist brown silty CLAY with sand and pebbles and occasional wet fine sand seams	10					
B				9					
UL	5			10	14.6	136		12375	
	6			13			*	(9000+)	
C	7		Very stiff moist variegated silty sandy CLAY with pebbles	6					
UL	8			9	13.8	138		3070	
	9			11			*	(6000)	
D				7					
UL	10		9'10"	10					
	11		Extremely stiff moist variegated silty sandy CLAY with pebbles and wet fine sand lenses	22					
	12								
	13		12'6"						
	14								
E				12					
UL	15			15					
	16		Extremely sitff moist blue silty sandy CLAY with pebbles	24					
	17								
	18								
	19								
F				7					
UL	20			13					
	21		20'6"	19					
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140 # Hammer Falling 30". Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	3	FT.	6	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	dry	FT.		INS.
G.W. AFTER	HRS.	FT.		INS.
G.W. VOLUMES	light			

LOG OF SOIL BORING NO. 1014

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hills Apartment

JOB NO. 96-597 LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 966.5 DATE 1-17-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'6" Moist dark brown clayey TOPSOIL						
	1								
A	2		Stiff moist brown silty sandy CLAY with fine to medium sand seams	4					
UL				9	17.7	128			
	3			20					
			3'6"						
	4								
B			Extremely stiff moist variegated silty CLAY with trace of sand and pebbles and some gravel	18					
UL	5			19	12.0	139			
				41					
	6								
C	7			21					
UL			7'6"	31	11.8	134			
	8			33			*	(9000+)	
	9		Extremely stiff moist blue silty CLAY with trace of sand and pebbles						
D				18					
UL	10			19					
				24					
	11								
			11'6"						
	12								
	13								
	14								
E			Extremely stiff moist blue silty CLAY with sand and pebbles and occasional wet fine to medium sand seams	9					
UL	15			18					
				26					
	16								
	17								
	18								
	19								
F				13					
UL	20			18					
			20'6"	15					
	21								
	22								
			* Existing pipe approximately 5' east of boring. Appears to be an old well casing.						
	23								
	24								
	25								

TYPE OF SAMPLE
O - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS: *Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30", Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	14	FT.	0	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	18	FT	6	INS.
G.W. AFTER	HRS.	FT.		INS.
G.W. VOLUMES	Light			

LOG OF SOIL BORING NO. 1015

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hills Apartment

JOB NO. 96-597

LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 958.5 DATE 1-17-97

Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'6" Moist dark brown sandy clayey TOPSOIL with roots						
	1								
A	2			9					
UL				14	14.8	137		2165	
	3			16			*	(3500)	
	4		Extremely stiff moist variegated silty sandy CLAY with pebbles						
B				10					
UL	5			16	11.2	137		9000	
				18			*	(9000+)	
	6								
C	7			8					
UL				13					
	8			15					
	9		9'0"						
D				8					
UL	10		Very stiff moist brown silty sandy CLAY	10					
				14					
	11								
	12								
			12'6"						
	13								
	14		Stiff moist blue silty sandy CLAY						
E				5					
UL	15			5					
				9					
	16								
	17		17'0"						
	18		Very stiff moist blue silty sandy CLAY with wet fine sand seams						
	19								
F				8					
UL	20			11					
				10					
			20'6"						
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
- D - DISTURBED
- UL - UNDIST LINER
- ST - SHELBY TUBE
- SS - SPLIT SPOON
- RC - ROCK CORE
- ( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	17	FT.	0	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	17	FT.	6	INS.
G.W. AFTER HRS.		FT.		INS.
G.W. VOLUMES	light to medium			

LOG OF SOIL BORING NO. 1016

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 960.0 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
	1		Moist dark brown sandy clayey TOPSOIL						
			1'0"						
A	2		Stiff moist brown CLAY with trace of silt	3					
UL				5	28.1	120			
	3		3'0"	9			*	(4500)	
	4		Firm moist variegated CLAY						
B				3					
UL	5			3	21.8				
			5'6"	4					
	6		Loose wet brown medium SAND with pebbles						
C	7			2					
UL				3	28.9	116			
	8		8'0"	3			*	(3000)	
	9		Stiff moist brown sandy CLAY with few coarse sand seams						
D				3					
UL	10			4					
				6					
	11								
	12								
			12'6"						
	13		Stiff moist blue CLAY with trace of sand and gravel						
	14								
E				4					
UL	15			6					
				8					
	16								
	17		17'0"						
	18		Very stiff moist blue CLAY with trace of sand and gravel						
	19								
F				6					
UL	20		20'0"	10					
				14					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30", Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	5	FT.	6	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	5	FT.	6	INS.
G.W. AFTER HRS.		FT.		INS.
G.W. VOLUMES	heavy			

LOG OF SOIL BORING NO. 1017

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 960.5 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'8" Moist black sandy clayey TOPSOIL						
	1								
A	2		Stiff moist brown CLAY with trace of silt	4					
UL				5	16.6	120			
	3			8					
	4		4'0"						
B				4					
UL	5			7	20.8	128			
			Very stiff moist variegated CLAY with trace of silt	9			*	(9000)	
	6								
C	7			5					
UL				7					
	8		8'0"	10					
	9								
D			Firm moist variegated CLAY with some silt	3					
UL	10			3	27.6				
				4					
	11								
	12		12'0"						
			Compact wet brown coarse SAND & GRAVEL						
	13								
	14		14'0"						
E				6					
UL	15			4					
				7					
	16		Very stiff moist blue CLAY with some sand						
	17								
	18								
	19								
F				5					
UL	20		20'0"	10					
				12					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30", Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	12	FT.	0	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	7	FT.	0	INS.
G.W. AFTER HRS.		FT		INS.
G.W. VOLUMES	heavy			

LOG OF SOIL BORING NO. 1018

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 960.5 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'8" Moist black sandy clayey TOPSOIL						
	1								
			Slightly compact moist brown fine to medium SAND with trace of clay	3					
A	2			3	11.1				
UL				3					
	3		3'0"						
			Soft moist brown CLAY with few silty sand seams						
	4			3					
B				2	18.5				
UL	5			6					
	6		6'0"						
				4					
C	7			7	16.5				
UL				9					
	8		Firm moist brown sandy CLAY with trace of silt and few wet sand seams						
	9								
D				4					
UL	10			7					
				9					
	11								
	12								
			12'6"						
	13								
	14								
E				4					
UL	15		Stiff moist blue CLAY with trace of sand and pebbles	6	10.3	150			
				8			*	(1500)	
	16								
	17								
	18								
	19								
F				4					
UL	20		20'0"	6					
				8					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
O - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140 # Hammer Falling 30", Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	8	FT.	0	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	10	FT.	0	INS.
G.W. AFTER HRS.		FT.		INS.
G.W. VOLUMES	cave in			

LOG OF SOIL BORING NO. 1019

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 962.0 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			Moist black sandy clayey						
	1		1'0" TOPSOIL						
			Medium compact moist brown						
A	2		medium SAND	2					
UL			2'6"	2	16.3				
	3			3					
	4								
B				6					
UL	5			13	11.6	140		9540	
				18			*	(9000)	
	6								
			Extremely stiff moist brown						
C	7		CLAY with trace of sand	9					
UL			and gravel and occasional	16					
	8		wet sand seams	20					
	9								
D				7					
UL	10			10					
				17					
	11								
	12		12'0"						
	13								
	14								
E				4					
UL	15		Stiff moist blue CLAY with	7					
			trace of sand and silt	11					
	16								
	17								
	18								
	19								
F				4					
UL	20		20'0"	7					
				9					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:

*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	11	FT.	0	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	6	FT.	0	INS.
G.W. AFTER HRS.		FT.		INS.
G.W. VOLUMES	heavy			

LOG OF SOIL BORING NO. 1020

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597

LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 962.5 DATE 1-29-97

Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'8" Moist black sandy clayey TOPSOIL						
	1								
A	2		Very stiff moist brown CLAY with trace of sand	2					
UL				6	12.7	137			
	3			9			*	(9000)	
			3'6"						
	4								
B			Medium compact moist brown coarse SAND with trace of clay	3					
UL	5			3	16.5				
				3					
	6								
			6'6"						
C	7		Stiff moist brown CLAY with trace of pebbles	3					
UL				5	13.1	137		8465	
	8		8'0"	7			*	(9000)	
	9								
D			Stiff moist brown CLAY with trace of sand and silt and occasional wet sand seams	3					
UL	10			5	11.6	146			
				8			*	(4500)	
	11								
	12		12'0"						
	13		Stiff moist blue CLAY with few wet coarse sand seams						
	14								
E				3					
UL	15			6					
				12					
	16		16'0"						
	17		Extremely stiff moist blue silty CLAY with trace of gravel						
	18								
	19								
F				7					
UL	20		20'0"	13					
				18					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
O - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	12	FT.	0	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	12	FT.	0	INS.
G.W. AFTER	HRS.	FT.		INS.
G.W. VOLUMES	medium			

LOG OF SOIL BORING NO. 1021

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hill Apartments

JOB NO. 96-597 LOCATION Novi & 12½ Mile Roads

SURFACE ELEV. 961.0 DATE 1-29-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
	1		Moist black sandy clayey TOPSOIL						
			1'0"						
A	2		Stiff moist brown CLAY with trace of sand	2					
UL				5	24.2	118			
	3		3'0"	6			*	(3000)	
	4		Extremely stiff moist brown CLAY with trace of silt						
B				7					
UL	5			10	15.2	138			
				18			*	(9000)	
	6		6'0"						
C	7			5					
UL				10	13.4	134			
	8			15			*	(9000)	
	9								
D			Very stiff moist brown CLAY with trace of sand and pebbles	9					
UL	10			17					
				22					
	11								
	12								
	13								
	14								
E				4					
UL	15		15'0"	6					
				15					
	16								
	17		Stiff moist blue CLAY with trace of sand						
	18								
	19								
F				5					
UL	20		20'0"	9					
				11					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140 # Hammer Falling 30", Count Made At 6" Intervals

GROUND WATER OBSERVATIONS
G.W. ENCOUNTERED AT FT. INS.
G.W. ENCOUNTERED AT FT. INS.
G.W. AFTER COMPLETION FT. INS.
G.W. AFTER HRS. FT. INS.
G.W. VOLUMES none

LOG OF SOIL BORING NO. 1022

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hills Apartments

JOB NO. 96-597 LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 959.5 DATE 1-16-97 Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'6" Moist dark brown clayey sandy TOPSOIL with roots						
	1								
A	2			3					
UL				3	16.2	133		600	
	3		Stiff moist brown silty sandy CLAY with pebbles and wet silty fine to medium sand seams	5			*	(1000)	
	4								
B			4'6"	10					
UL	5		Very compact wet brown SILT	8	15.1	136		3120	
				10			*	(8000)	
	6		6'0"						
C	7			8					
UL			Extremely stiff moist brown silty sandy CLAY with wet fine to medium sand seams	10	16.9	135		7885	
	8			10			*	(6000)	
	9								
D				9					
UL	10		9'10"	25					
			Extremely stiff moist variegated silty sandy CLAY with trace of pebbles	24					
	11								
	12		12'0"						
	13								
	14		Very compact wet brown fine to medium SAND with trace of pebbles						
E				6					
UL	15			12					
				11					
	16								
	17								
			17'6"						
	18								
			Very stiff moist blue silty sandy CLAY with wet fine to medium sand seams						
	19								
F				6					
UL	20			12					
			20'6"	8					
	21								
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30". Count Made At 6" Intervals

GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT	2	FT.	6	INS.
G.W. ENCOUNTERED AT		FT.		INS.
G.W. AFTER COMPLETION	7	FT.	0	INS.
G.W. AFTER HRS.		FT.		INS.
G.W. VOLUMES	medium			

LOG OF SOIL BORING NO. 1023

McDOWELL & ASSOCIATES
Geotechnical Engineers

PROJECT Proposed Society Hills Apartment

JOB NO. 96-597

LOCATION Novi and 12½ Mile Roads

SURFACE ELEV. 960.0 DATE 1-17-97

Novi, Michigan

Sample & Type	Depth	Legend	SOIL DESCRIPTION	Penetration Blows For 6"	Moisture %	Natural Wt. P.C.F.	Dry Den Wt. P.C.F.	Unc. Comp. Strength PSF.	Str. %
			0'8" Moist dark brown sandy clayey TOPSOIL with roots						
	1								
			Firm moist brown silty sandy CLAY with fine sand seams						
A	2			2					
UL			2'6"	3	18.3	128		405	
	3		Stiff moist variegated silty sandy CLAY with pebbles	5			*	(1000)	
			3'9"						
	4								
B				13					
UL	5		Very stiff moist variegated silty sandy CLAY with trace of pebbles	14	13.5	139		5005	
			5'0"	18			*	(5000)	
	6								
			Extremely stiff moist brown silty sandy CLAY with pebbles						
C	7			18					
UL				22	12.2	134			
	8			24					
	9		9'0"						
D				16					
UL	10		Extremely stiff moist brown silty sandy CLAY with trace of pebbles	22					
				35					
	11								
	12								
			12'6"						
	13								
	14								
E				12					
UL	15			18					
				24					
	16		Extremely stiff moist blue silty sandy CLAY with pebbles						
	17								
	18								
	19								
F				13					
UL	20			14					
				21					
	21		20'6"						
	22								
	23								
	24								
	25								

TYPE OF SAMPLE
D - DISTURBED
UL - UNDIST LINER
ST - SHELBY TUBE
SS - SPLIT SPOON
RC - ROCK CORE
( ) - PENETROMETER

REMARKS:
*Calibrated penetrometer

Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals

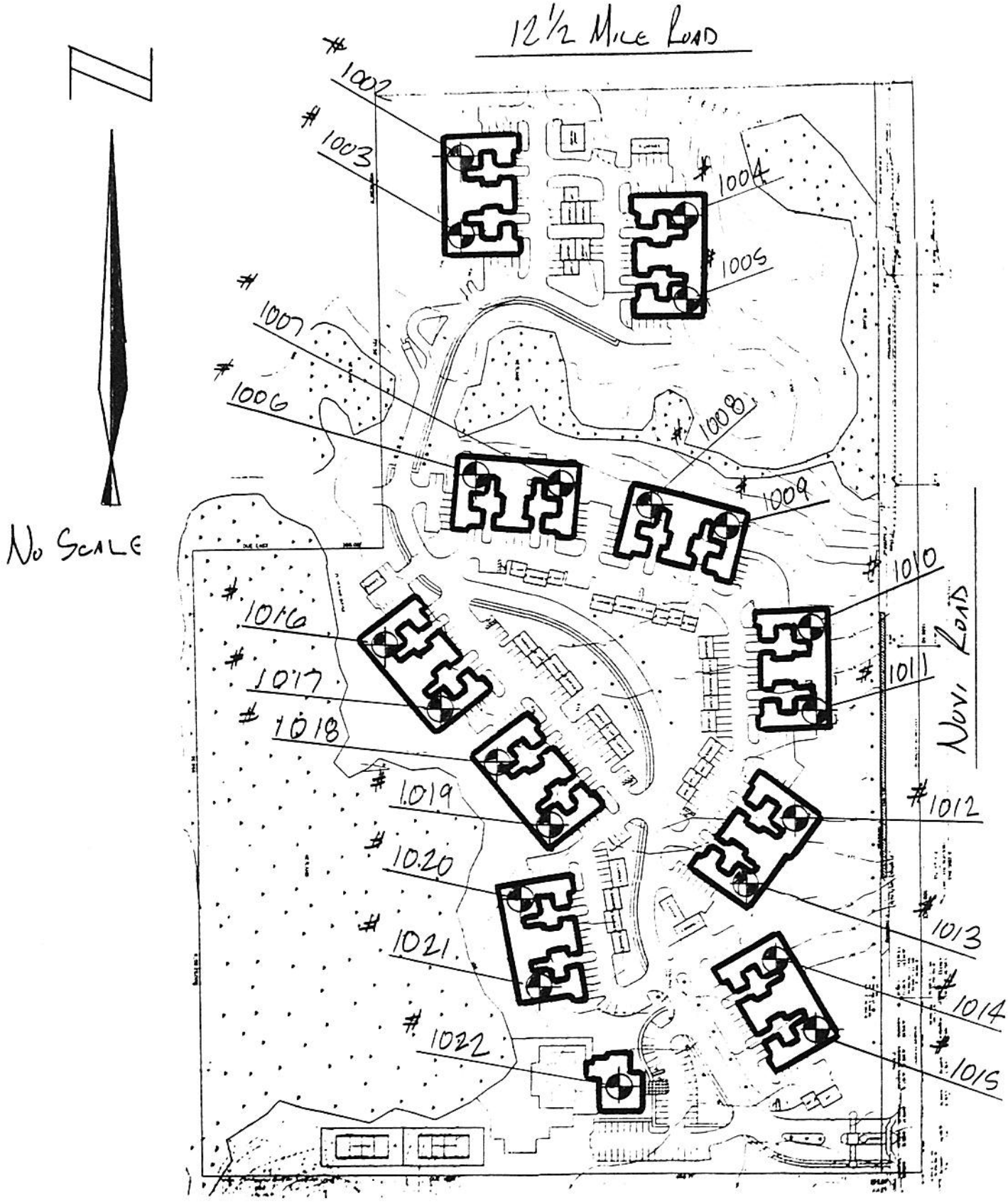
GROUND WATER OBSERVATIONS

G.W. ENCOUNTERED AT		FT.	INS.
G.W. ENCOUNTERED AT		FT.	INS.
G.W. AFTER COMPLETION	none	FT.	INS.
G.W. AFTER	HRS.	FT.	INS.
G.W. VOLUMES			

Job No. 96-597

SIEVE ANALYSIS

Boring	Sample	%Passing #4 Sieve	%Passing #10 Sieve	%Passing #40 Sieve	%Passing #100 Sieve	%Passing #200 Sieve
1002	B	93.2	85.0	62.1	30.5	25.5
1005	A	99.2	97.9	94.0	40.7	34.9
1008	A	97.1	91.1	74.4	39.9	36.6
	C	87.2	82.0	69.5	27.8	23.4
1009	B	91.1	82.3	66.7	36.9	34.0
1016	B	99.1	97.5	92.3	61.5	55.8
1017	A	94.9	89.2	67.5	20.6	17.2
1018	A	98.1	94.6	84.1	40.1	34.9
	B	98.7	96.2	92.3	59.1	50.5
	C	99.6	97.7	92.3	59.7	55.9
1019	A	95.0	88.6	66.9	19.1	15.7
1020	B	94.8	87.6	72.2	26.2	21.5



Soil Boring Location Plan

#96-597

Exhibit F – Planting Overview

Society Hill

Woodland

Replacement

Summary

Consent Judgment

D. Replacement of Trees - The City has constructed dirt berming along Arena Drive within the City of Novi adjacent to the River Oaks West apartment development. The River Oaks West Limited Partnership shall have the right to place landscaping and trees on such berming, provided that it shall be responsible for the maintenance of any such landscaping and trees. The City shall otherwise be responsible for the maintenance of the berm. E & M

may place any required replacement trees, which cannot be placed on the Society Hill Land or the River Oaks West berm on other land within the City. If replacement trees are to be planted upon other land within the City, E & M shall be responsible for obtaining permission from the underlying property owner.

Letter from City

CITY OF NOVI
45175 West Ten Mile Road
Novi, MI 48375

FORESTRY DEPARTMENT
(248) 347-0585

RECEIVED
JUL 24 1998

July 22,1998

Henry Sasson
The Solomon Group
32605 W. 12 Mile, Suite 290
Farmington Hills, MI 48334

Dear Mr,. Sasson,

In our recent conversation, you mentioned the possibility of planting trees on your River Oaks project and receiving Woodland replanting credits for The Society Hills project. This office is in full support of this process, which would be permissible under the Woodlands Ordinance Section 37-8 (e). Since I will be out of town until August 15,1998 and you requested that the City move as quickly as possible to approve this process, I would recommend you meet with David Bluhm of J.C.K. and Linda Lemke of Linda Lemke & Associates in my absence .

Again I would like to support the process of "tree banking" at River Oaks for Woodland replacement at Society Hill.

Yours truly,

Chris B. Pargoff
City Forester

cc. David Bluhm, J.C.K.
Linda Lemke, Linda Lemke & Associates

1999 Site Plan Approval

Woodland Impact Summary

Total Regulated Trees			1,849 Trees
Removal Breakdown			
Size	Total	Ratio	Replacement Req
8"-11.0"	533 Trees	1:1	533 Trees
11.1"-20.0"	458 Trees	2:1	916 Trees
20.1"+	71 Trees	3:1	213 Trees
Trees Removed			1,062 Trees
Replacement Trees Required			1,662 Trees
Replacement Trees Shown			-0- Trees
Interior Street Planting Requirements			
Total Lineal Feet			5,652 l.f.
Trees Required	5,652 ÷ 35		162 Trees
Trees Shown			162 Trees
Novi Road R.O.W. Planting Requirements			
Total Lineal Feet			465 l.f.
Trees Required	465÷ 35		13 Trees
Trees Shown			13 Trees
Unit Planting Requirements			
Total 1st Floor Units			147 Units
Trees Required	147 x 3		441 Trees
Trees Shown			441 Trees
15% Diversity Requirements			
Total Number of Deciudous Trees			437 Trees
Maximum Number of One Species (438 x 15%)			65.7 Trees
Maximum Shown (Linden)			66 Trees
Total Number of Evergreen Trees			166 Trees
Maximum Number of One Species (166 x 15%)			24.9 Trees
Maximum Shown			24 Trees

Notes:

- Planting Will Occur Between April 1, 1999 to November 15, 1999 or April 1, 2000 to November 2000.
- Beds Shall have 4" Bark Mulch.
- All Landscaped Areas Shall be Irrigated with an Automatic Irrigation System.
- All Islands Shall be Sod.
- All Lawn Areas Shall be Sod.
- Plantings Shall be Installed in Accordance with Ordinance #97-18.133 Section 2509
- No Large Trees, Deciduous and Evergreen, Shall be Planted Within 15' of Closest Overhead Wire.
- Plant Material Shall be Guaranteed for 2 Years.
- All Lawn Trees Shall have 4' Diameter of Mulch 3" from Trunk.
- See Engineering Drawings for Soil Erosion Fencing Locations and Parking Lot Island Drainage Detail.
- Tree Protection Fencing Shall be Installed Prior to Construction Activity.
- Tree and Wetland Identification Performed by Robert Leighton Associates, Inc.
- Remaining Replacement Trees Shall be Planted in the Solomon Group's other Two Novi Projects. The Monetary Value of any Remaining Trees Which cannot be Planted will be Donated to the City.

Summary of Woodland Mitigation Provided to Date

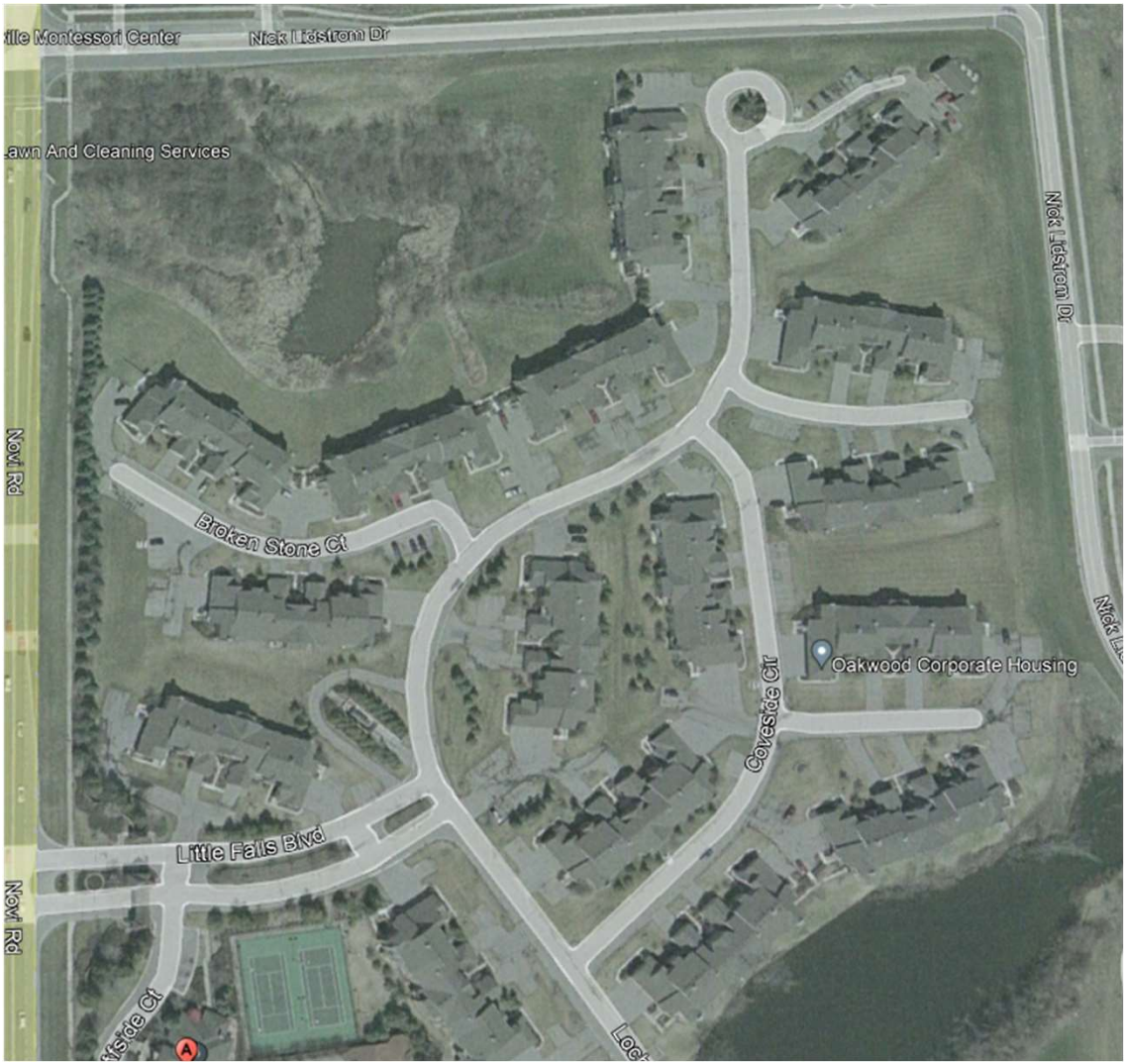
**Note that additional mitigation may be provided off-site*

Replacement Location	Count	Size	Size Multiplier	Building Count	Tree Replacement
Arena Drive/Nick Lidstrom Drive	73	>14'	2.5		183
River Oaks West Interior Planting					
2005	231	Min	1		231
2007					
Pear Trees	82	4"	1.5		123
Focal Pt Evergreens	47	>14'	2.5		118
Building Entry Trees (Per Building)					
River Birch	2	>14'	2	33	132
Red Maple	3	4"	1.5	33	149
Arborvitae	2	10-12'	1.5	33	99
Pear	2	4"	1.5	33	99
Crab	2	2.5"	1	33	66
Highline Club Interior Planting					
Crab	3	4"	1.5		5
Magnolia	2	14'	2		4
Pear	5	3.5"	1.25		6
Spruce	6	14'	2.5		15
Arborvitae	36	Min	1		36
Amalanchier	1	14'	2		2
Total					**1266**

River Oaks West

2002 Aerial Map

- Phase 1



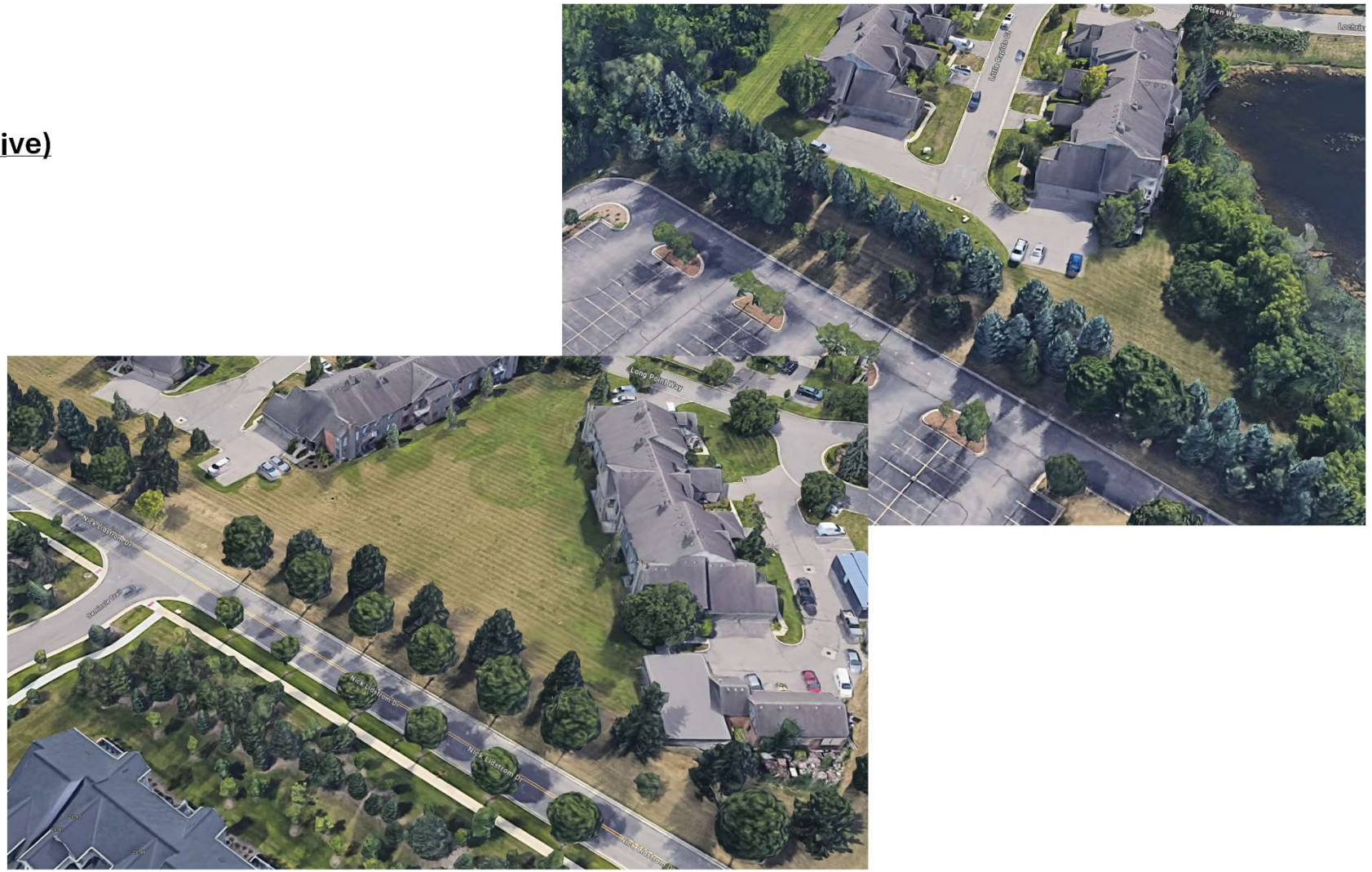
River Oaks West

2002 Aerial Map

- Phase 2

Arena Drive Berm
(Nick Lidstrom Drive)

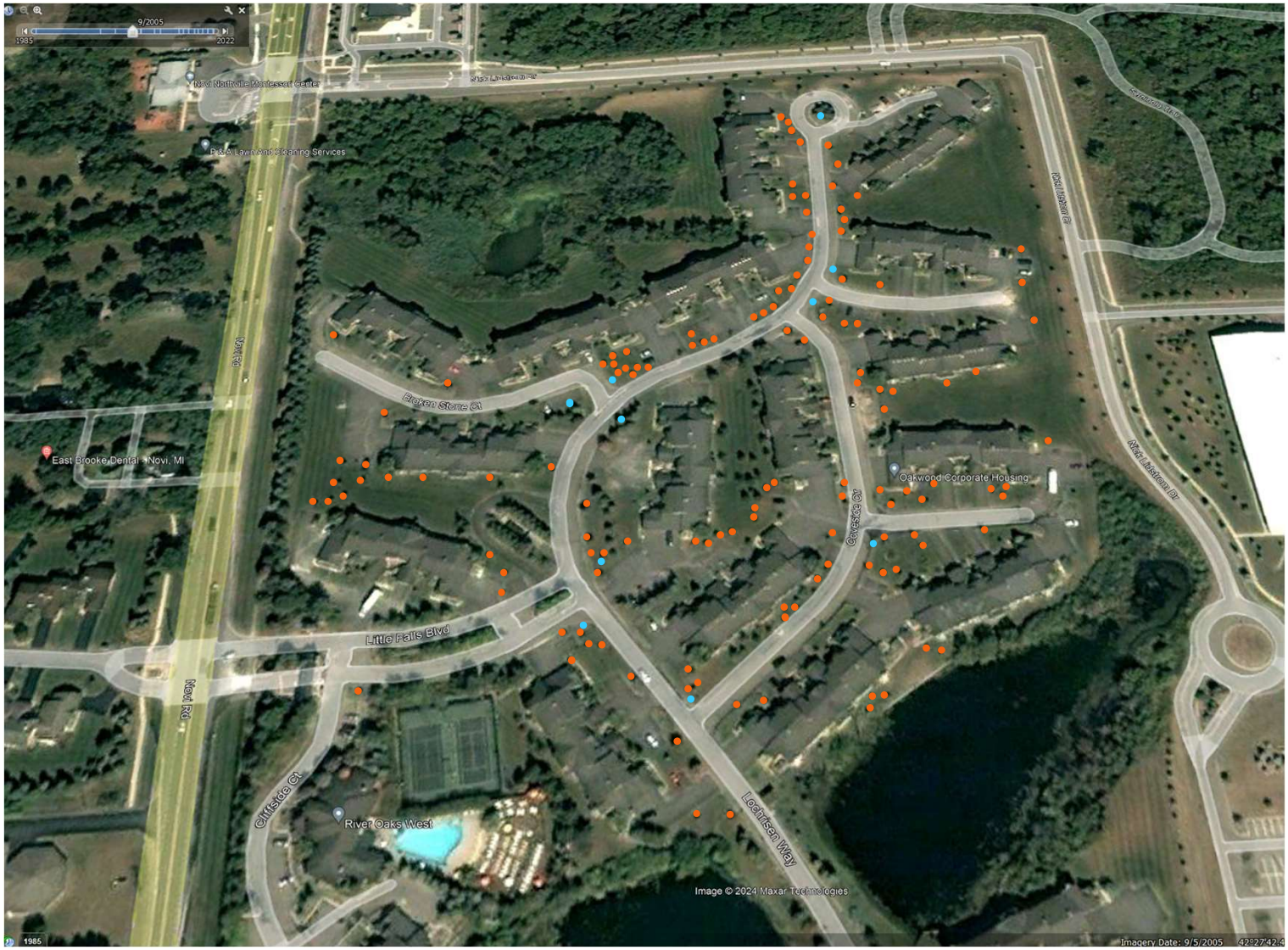
- 73 trees
- >14’ height
- Site survey



River Oaks West Interior Planting

2005 Aerial Map

- Compared to 2002 Map
- Phase 1
- 120 trees
- Orange dots only.
- Blue dots are focal pt trees – see next slides



River Oaks West
Interior Planting

2005 Aerial Map

- Compared to 2002 Map
- Phase 2
- 111 trees
- Orange dots only.
- Blue dots are focal pt trees – see next slides

River Oaks West
Interior Planting

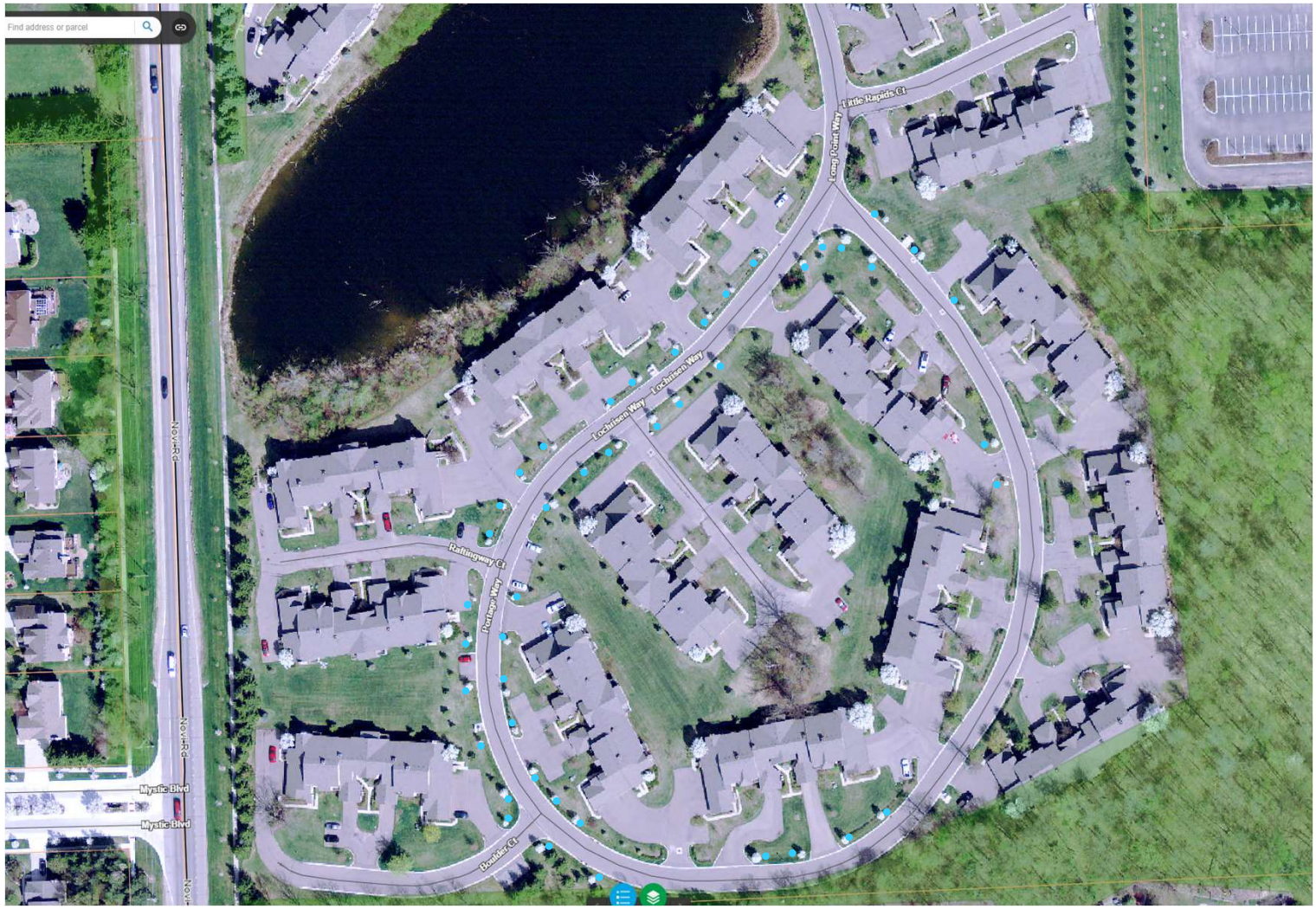
2007 Boulevard
Pear Trees

- 38 Trees
- 4’ caliper
- Phase 1

River Oaks West
Interior Planting

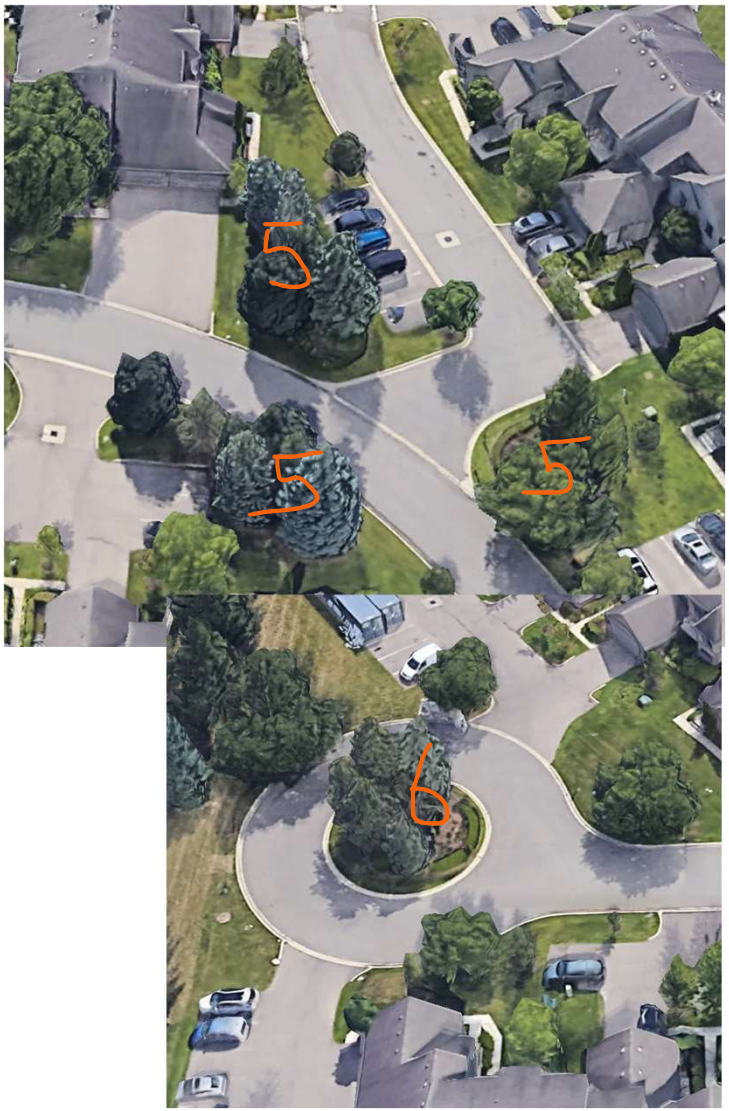
2007 Boulevard
Pear Trees

- 44 Trees
- 4’ caliper
- Phase 2



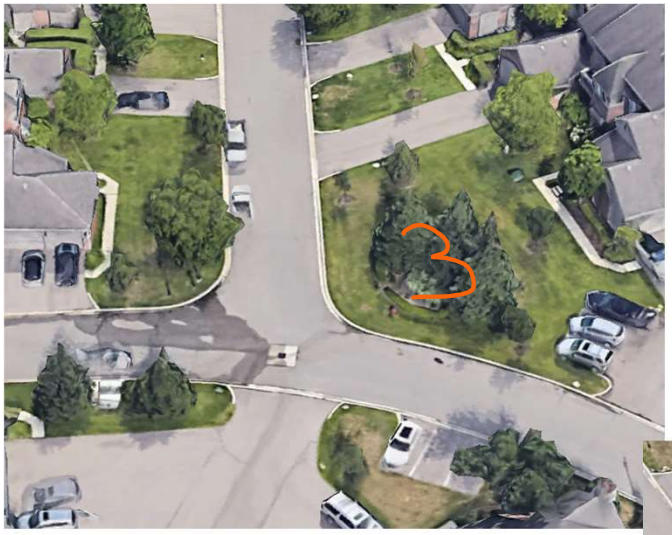
River Oaks West
Interior Planting

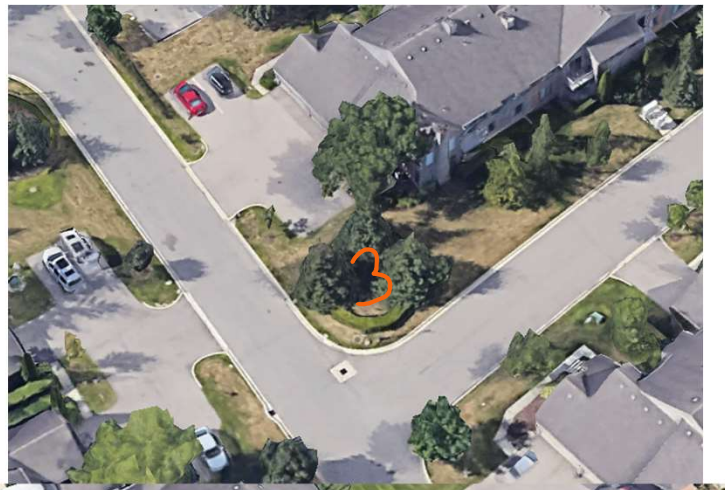
2007 Focal Point Trees
- 35 Trees
- >14' size
- Blue dots on prior page identify locations

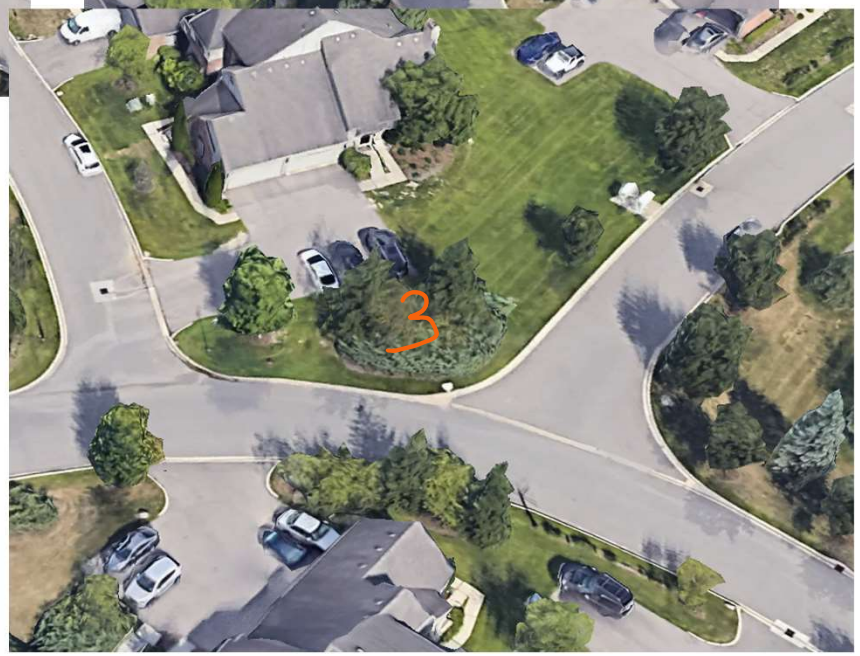


River Oaks West
Interior Planting

2007 Focal Point Trees
- 12 Trees
- >14' size
- Blue dots on prior page identify locations







River Oaks West Interior Planting

2006/2007 Building Entry Trees
- 11 trees x 33 buildings
- 363 trees

Send To:
RO MANAGEMENT, INC
32605 WEST TWELVE MILE RSUITE 290
FARMINGTON HILLS, MI 48334

Project Name:
RIVER OAKS - MODEL
43355 CLIFFSIDE COURT
NOVI, MI 48374

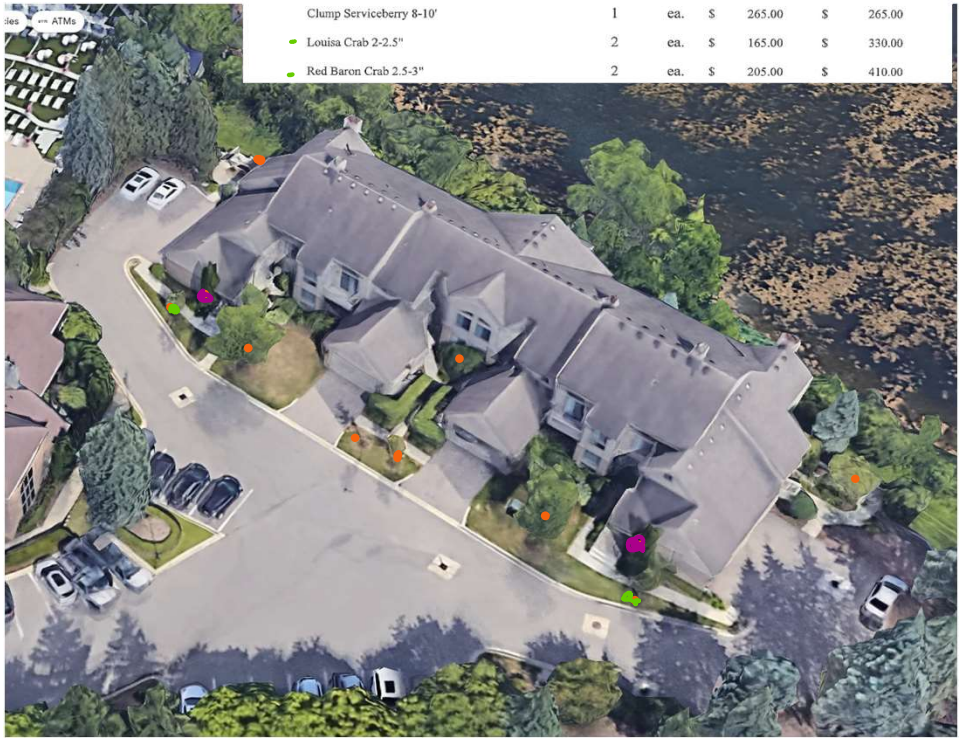
Bid Description: MODEL LANDSCAPE

Pear

Arborvitae

Description	Qty		Unit Price	Total
PLANTINGS				
Autumn Blaze Red Maple 4-4.5"	2	ea.	$ 550.00	$ 1,100.00
River Birch Clump 12-14'	2	ea.	$ 275.00	$ 550.00
River Birch Clump 14-16'	4	ea.	$ 340.00	$ 1,360.00
Clump Serviceberry 8-10'	1	ea.	$ 265.00	$ 265.00
Louisa Crab 2-2.5"	2	ea.	$ 165.00	$ 330.00
Red Baron Crab 2.5-3"	2	ea.	$ 205.00	$ 410.00

oversized



Highline Club Interior Planting

- 53 trees

HIGHLINE CLUB
COMPARISON PRICING ON PLANT MATERIALS AND LABOR

QTY	ITEM	COM Size
3	Crabapple - Lancelot	4-4.5"
2	Magnolia - Dr. Merrill	12-14'
5	Bradford Pear	3.5"
6	Colarado Spruce	12-14'
18	Emerald Green Arborvitae	5-6'
18	Emerald Green Arborvitae	6-7'
1	Amalanchier	14-15'
40	Boxwood - Green Mountain	5 gal 24-30"
19	Boxwood - Green Velvet	5 gal 24-30"
46	Hicksi Yew	24-30"
49	Densiformas Yew	24-30"
7	Roses	3 gal
4	Rhododendron	24-30"
55	Pachysandra	48 per flat
- -	Labor, Mobilization, Guarantee	- -
	SUBTOTAL	
26	Top Soil (including labor)	cy
3	Spagnum Peat (including labor)	cy
35	Double Shredded Bark (including labor)	cy
60	Edging (including labor)	lf
50	Sod (including labor	yard
3	Egg Rock (including labor)	cy [1cy=1.3tons]
2.5	Shannon Stone (including labor)	cy [1cy=1.3tons]
4	Plastic Weed Barrier (including labor)	
6	Pansy (including labor)	flat
- -	Finish Grade, Debris Removal	- -
	SUBTOTAL	
	TOTAL	

City of Novi Size Chart

ii. To encourage a mixture of sizes, additional landscape credit can be given for larger-sized deciduous canopy trees and large evergreen trees as follows for Right-of-Way Greenbelt trees and Parking Lot Perimeter trees. (Upsizing credit is not allowed for woodland replacement trees, street trees or interior parking lot trees.)

Table 11.b.(2)(a).ii

Size	Total Tree Credits *
Large Evergreen Trees	
8' height	1.0
> 8' to 10' height	1.25
>10' to 12' height	1.5
>12' to 14' height	2.0
>14' height	2.5
Deciduous Canopy Trees	
3" caliper	1.0
>3" to 3.5" caliper	1.25
>3.5" to 4.5" caliper	1.5
>4.5" to 5" caliper	1.75
>5" caliper	2.0

* Where greater than minimum size listed above (Table 10.b.(2)(a).i).

Example: a 4" caliper deciduous canopy tree would count as 1.5 required landscape trees. A 13' high evergreen canopy tree would count as 2 required landscape trees.

The total number of trees required may be reduced through the use of these credits by a maximum of 33% (per category) (i.e. the total number of trees provided must be at least 67% of the total number of trees required based on the standard tree size, per category)

PLANNING REVIEW
(Revised 6/11/24)

PLAN REVIEW CENTER REPORT

May 2, 2024
Revised June 11, 2024

Planning Review

Society Hill

JSP24-04

PETITIONER

E & M Holdings, LLC c/a - Sequel

REVIEW TYPE

Revised Consent Judgment Concept Plan

PROPERTY CHARACTERISTICS

Section	10	
Site Location	West of Novi Road, South of 12 ½ Mile Road;	
Site School District	Novi Community School District	
Site Zoning	RM-1 Low Density Multiple Family with PD-1 Option	
Adjoining Zoning	North	R-1 One Family Residential
	East	R-1 One Family Residential
	West	RM-1 Low Density Multiple Family
	South	RA – Residential Acreage
Current Site Use	Vacant	
Adjoining Uses	North	Single Family Subdivision
	East	Cemetery
	West	Multiple Family Residential
	South	Vacant
Site Size	33.89 acres	
Plan Date	March 25, 2024	

PROJECT SUMMARY & HISTORY

The applicant is proposing changes to the Society Hill development that was originally approved in 1999. Society Hill is associated with a 2001 Consent Judgment with the City. The Consent Judgment states that the site plan approved in 1999 was to remain in effect for 5 years from the date of execution, after which time the applicant would need to seek approval annually from City Council to extend the final Site Plan approval. Each year since 2006 the applicant has requested, and City Council has granted, the site plan extension, so the 1999 site plan remains an approved project that could be built.

The applicant has submitted a new Concept plan for review by City Council to consider amending the Consent Judgment. Like the 1999 Plan, the new proposal for the development of the 33.89-acre property west of Novi Road and south of 12 ½ Mile Road is proposed to utilize the existing RM-1 Low Density Multiple Family zoning with the available Planned Development Option (PD-1) as designated on the Future Land Use Map. The current Concept Plan includes 463 units in mid-rise apartment buildings and attached townhouses. The five apartment buildings would each be 5-stories tall (including ground level parking), with a total of 363 apartments ranging in size from 617 square foot studios to 1,329 square foot three-bedroom units. Sixteen townhome buildings on the north side of the site would have 100 residences with garages – 80 of those in three-story buildings and 20 in 2.5-story buildings. Sixteen of the townhome units would provide a ground floor primary bedroom suite.

Indoor and outdoor amenities are proposed for the residents of the site. The central building (E) contains 15,000 square feet of indoor space for a fitness center, spa facilities, café/bistro, community lounge, co-working space, conference rooms, community kitchen with dining area, library, and an indoor/outdoor terrace on the top floor overlooking the outdoor space. The outdoor amenities consist of two pools, a turf soccer field, tennis courts, sports court, pickleball courts, playground areas, dog park, and over two miles of walking path through the site.

COMPARISON OF 1999 PLAN TO CURRENT PLAN

The following chart gives a side-by-side comparison of the 1999 Plan to the Current Plan.

	1999 Plan (Existing Development Approval)	**Current Plan (Proposed Development)**
Zoning	RM-1 Low Density Multiple Family with PD-1 Option	RM-1 Low Density Multiple Family with PD-1 Option
Land Area	33.89 acres	33.89 acres
Number of Buildings	23	21
Number of Units	312	463
Room Count	1,264	1,359
Average Unit Size	1,758 square feet	1,220 square feet
Lot Coverage	Not known	14.84%
Building Height	2 and 3 story	5 stories
Number of Parking Spaces	693	942
Parking Ratio	2.22 spaces/unit	2.03 spaces/unit
Wetland Impacts	0 acres	0.847 acres
Wetland Mitigation	N/A	0.923 acres on-site Some off-site/payment (needs clarification)
Woodland Impacts	1,062 trees	1,338 trees (82 are off-site on City-owned parcel)
Stormwater Management	All on-site	On-site and Use of City-owned parcel 22-10-400-005
Usable Open Space	~ 1 acre programmed outdoor 0% of units had private outdoor space	6.64 acres programmed outdoor 98% of units have private outdoor space
Traffic Impact	1,978 trips per day (Adjusted baseline of 1996 Traffic Study)	2,162 trips per day (per 5/24/24 F&V Trip Generation Analysis)
Curb cuts	1 on Novi Road, 1 on Twelve ½ Mile Road	2 on Novi Road, 1 on Twelve ½ Mile + 2 emergency access points

STATEMENT REGARDING PROCESS, APPLICABLE ORDINANCES, AND PROPOSED DEVIATIONS

This review uses the standards and requirements of the current ordinances throughout. It also follows the language of the most recent "process" document that Community Development Department received from the City Attorney's office, which indicated that it is the "last round" of revisions circulated between the City Attorney's office and the applicant's counsel. (That document, we are told, fully took into consideration the existence of the 2001 Consent Judgment between the applicant and the City.)

Under that process, what has been submitted by the applicant is not considered to be an "amendment" to the existing site plan but a new preliminary site plan. That is not only because it includes some significant changes in the basic use, layout, access, and engineering/environmental features of the plan such that any plan on any other property would be processed by the city as a "new" plan as opposed to just an amended plan. It is also because, as a practical matter, there is no mechanism to grant the relief requested by the applicant in the 1997-era zoning and land use ordinances through just a "site plan amendment."

When the applicant got its site plan approved in 1999, it also secured various Planning Commission waivers and ZBA variances. This new site plan includes some of the aspects that got such relief. However, it also includes several **new** aspects that now require new relief, or new deviations. These include, for example: the maximum length of buildings; building setbacks; parking setbacks; yard setback area; number of parking spaces; building setbacks from parking; and landscaping requirements. (There may also be others.) The new plan also does not include aspects that were stated conditions of approval for the 1999 Plan, specifically the animal crossing culvert.

According to the City Attorney's office, the Planning Commission did not have authority in 1997 to grant any of that relief. The ZBA *could* grant that relief, theoretically, but we understand from the applicant that they prefer not to go to any board or commission other than the City Council.

So, if the applicant is looking for relief from the *City Council* as part of a plan review process, that could presumably only come through a revision to the Consent Judgment (or possibly the authority under the PD option to grant such deviations, which was added to the PD Ordinance in 2005). Assuming that is the case, it only makes sense for the overall application to be reviewed under the current ordinance standards, so that the City Council can know the full extent of the requested deviations.

This also seems appropriate since the 1999 site plan had no wetlands impacts, and now there are some, and because the new site plan requests to use a significant area of City-owned land, which was not part of the previous site plan.

RECOMMENDATION

Staff recommends conditional approval of the Concept Plan to move forward. As noted, under the above process, the plan will not go to the Planning Commission but will be reviewed by the City Council, and the granting of any deviations will be part of the Consent Judgment amendment process (following a public hearing). Staff recommends that the plan move forward to an initial review by the City Council, subject to conditions/comments as noted below and in the staff and consultant reports.

ORDINANCE REQUIREMENTS/DEVIATIONS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (RM-1 Low Density Low-Rise Multiple-Family Residential District, Planned Development Options), Section 3.6 (Notes to District Standards), Article 5 and Article 6 and any other applicable provisions of the Zoning Ordinance. Items in **bold** below must be addressed by the applicant or the City Council.

1. Maximum Length of Buildings (Sec. 3.8.2.C): The ordinance states building lengths cannot exceed 180 feet. If exceeded, the ordinance allows the Planning Commission to modify the length requirement up to 360 feet if there are recreational or social common areas with a minimum capacity of 50 persons within the building and if building setbacks are increased an additional foot for each 3 foot of building length over 180. Buildings A, B, C, D, E, 3 and 4 each exceed 180 feet. No additional building setbacks are proposed to offset the building lengths. Building E, at 492 feet, also exceeds the maximum length of 360 feet. Only building E appears to have the recreational or social common areas with a minimum capacity of 50 persons. All buildings in the 1999 Plan complied with maximum length. **City Council approval of the deviation in building lengths would be required.**

2. Shoreline Setbacks (Sec 3.31.6.B.iv.e): "A minimum yard setback of 100 feet shall be provided from any lake shoreline including natural or manmade water bodies. Stormwater retention facilities shall be considered as shoreline when they are designed and developed as an integral part of the site's landscaped open space." The site plan locates several buildings, drive aisles and parking areas within about 50 feet of Wetland A and the northeastern stormwater basin. **City Council would need to approve the deviations from this requirement, or the site layout would need to be reconfigured to comply.**

3. Building Setbacks (Sec. 3.1.7.D): Along the western property line, buildings are 50 to 60-feet from the property line rather than the required 75 feet. It appears that all buildings in the 1999 Plan complied with building setbacks. **City Council would need to approve the deviations for the 5 buildings near the western property line.**

4. Parking Setbacks (Sec. 3.6.2.B): A minimum parking setback of 20 feet is required from interior side and rear lot lines, and front/exterior parking setbacks are to comply with the minimum building setback. For Novi Road, that would be 75 feet. In the 1999 Plan the parking complied with setback requirements. **City Council would need to approve the deviations to allow parking within 14.4 feet along the south side of the property, and 20 feet along Novi Road.**

5. Building Orientation *(Sec. 3.8.2.D):* A Zoning Ordinance deviation is requested to revise the required minimum orientation for buildings along the perimeter of the property from 45 degrees for Buildings A, 12 and 15. In the 1999 Plan, it appears 4 buildings would not have met the minimum required orientation to the property line. **This deviation is supported as it allows a more efficient use of space, and therefore potentially less disturbance of natural features. City Council would need to approve the deviations.**

6. Yard Setback Area *(Sec. 3.8.2.D)*: "Within any required front, side or rear yard setback from any property line in an RM-1 or RM-2 district, not more than 30% of such yard area shall be used for off-street parking, maneuvering lanes, service drives or loading areas." The applicant has provided an overall calculation for the entire site rather than treating each yard separately. **Please revise the calculations to indicate whether each front, side and rear yard complies.**

7. Distance Between Buildings (*Sec. 3.8.2.H*): A Zoning Ordinance deviation is requested to allow the calculated minimum distance between buildings to be less than required in seven locations. This calculation is made using a formula measuring the height and length between adjacent buildings, with a minimum distance of 30 feet required. **Based on the information provided by the applicant, the deviations for the seven locations range from 32.47 feet to 1.7 feet. City Council would need to approve the deviations.**

8. Number of Parking Spaces (Sec. 5.2.12.A*):* Given the unit mix proposed, the number of required parking spaces is 964 according to the standards for a multifamily development (2 spaces per studio/1- and 2-bedroom unit, 2.5 per each 3+ bedroom units). The site plan proposes 942 spaces in both garage and surface lots. The applicant requests a deviation for the deficiency of 22 spaces. **Staff supports the relatively minor deviation to reduce impervious surface area on the site. City Council would need to approve the deviation.**

9. Wetland Impacts: Delineated wetlands are not consistently labeled and/or indicated on all sheets within the plan set. Updated documentation from the applicant was provided since the first review letters were finalized. The City's consultant has noted that the type of wetland is now indicated and quantified: Emergent 0.292 acre; Scrub-shrub 0.058 acres; and Forested 0.497 acre.

   The City's ordinance provides minimum required mitigation ratios, and the calculation for required mitigation for all impacted wetlands on-site is 1.519 acres. On Sheet 15, the plan indicates 0.922 acre of mitigation is proposed to be provided on-site. **The applicant's response letter further states that the remaining 0.597 acres of required mitigation is "to be provided through purchase of credits from an EGLE approved wetland mitigation bank" and notes that the proposed mitigation on-site is more than a 1:1 replacement. This, however, is not consistent with the City's Wetland and Watercourse Protection ordinance (Chapter 12 of the Code), which requires mitigation on-site, or off-site within the City's jurisdiction. The applicant also states they will not provide conservation easements for preservation of the wetland mitigation areas constructed on-site.**

   Additionally, the City's wetland consultant stated in their initial review letter that the wetland delineation seems to have missed both individual wetland areas and stream swale connections between wetlands on-site (comments 2, 3 and 4 in the initial letter). The applicant's wetland consultant conducted additional study and documentation regarding the wetlands onsite, and the City's wetland consultant has now concurred with the applicant's assessment of the regulated wetland areas on-site (pending any final determination by EGLE). **Please see the Wetland Review addendum dated June 11, 2024.**

10. Wetland Buffer Impacts (Sec. 3.6.2.M): The ordinance states that a 25-foot setback from wetlands shall be maintained, which is known as a wetland buffer. Any impacts to the buffer area require an Authorization to Encroach from the City's wetland consultant. Clear indications of both temporary and permanent impacts are needed. The applicant has stated 1.92 acres of temporary buffer impact is proposed, however much of the impacts are associated with wetlands that are being permanently removed for construction, and therefore the impacts to the buffers are also permanent as no restoration is proposed. **Temporary vs. permanent impacts shall be clarified in future submittals.**

11. Stormwater Management: The applicant's response letter states "The City informed the Property Owner it acquired (through tax foreclosure) the City Parcel with the intention of utilizing it for the development of Society Hill." Staff is not able to verify the accuracy of this information as it was not the stated intention of the purchase in the public documents available. However, we do note this would appear unusual for City Council to purchase with public funds a piece of property for the benefit of a private developer**. It will be up to the current City Council to determine whether or not to grant an easement or sell the property for the developers use.**

12. Traffic Study (Sec. 3.31.4.A.iii): The PD-1 Option requires a Traffic Study to be provided, regardless of site size, in accordance with the requirements set forth in the Site Plan and Development Manual. The applicant has provided a Trip Generation Analysis (TGA) to show that when compared to the 1999 proposal, the number of trips generated by the new proposal does not meet the threshold for requiring a Traffic Study. The City's Traffic consultant does not support a waiver of the Traffic

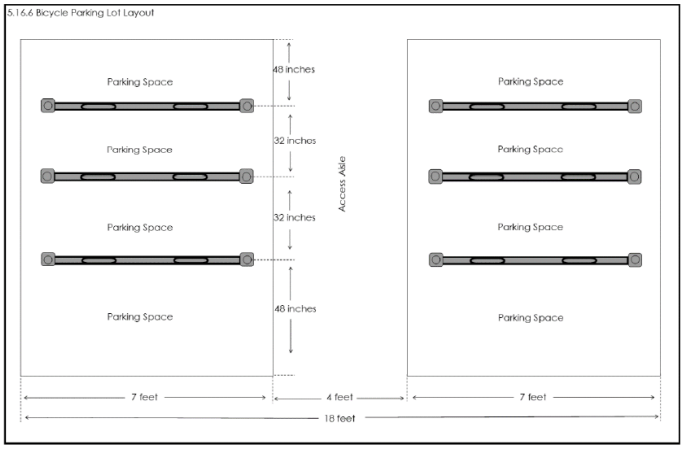
Impact Study since traffic conditions in the project area have changed considerably since 1999 – both the number of developments and the roadway networks are significantly different than they were 25 years ago. Peak hour trips in both the AM and PM are almost 2-times the threshold for study, and daily one-directional trips are nearly 3-times the threshold for study. The most recent Traffic Study found in our files from 1996 (with an assumption of 300 units) had estimated daily trips to be approximately 1,900. The initial estimate from the applicant's consultant estimated 2,900 daily trips.

Following the initial review and completion of the review letter, the City's Traffic Engineering Consultant attended a meeting and conferred with the applicant's Traffic Engineering Consultant to determine if there could be a resolution to this issue. Following that meeting, the City's Traffic Engineering Consultant provided the following comments: As per the Trip Generation Analysis (Table 2), 2,162 new trips are estimated to be added to the surrounding road network daily over and above today's traffic. Therefore, the City would want to know the impact/mitigation on the surrounding road network. However, the conclusion of the study can consider it is already approved for 1902 trips (TGA Table 1) if the City is considering the 1999 approved site plan as a base (ultimately reduced impact on their part) across all the disciplines. **City Council will need to decide whether to waive the requirement for a Traffic Impact Study.**

13. Parking on Major Drive (Sec. 5.10.1.B): Based on the ordinance definition nearly all private drives through the site would be classified as Major Drives if they exceed 600 feet (currently shown as Reserve Blvd, Society Hill Drive, Society Hill Blvd). "Angled and perpendicular parking spaces may be accessed directly from a minor drive or parking lot aisle, but not from a major drive." Perpendicular parking is shown throughout the site on major drives. The 1999 Plan had some areas of visitor parking that were perpendicular to the major drives. **City Council would need to approve the deviation.**

14. Building Setbacks from Parking (Sec. 3.8.2.F & Sec. 5.10.1.B.vi): Both ordinance sections prohibit parking spaces to be within 25 feet of any wall of a dwelling structure. In several locations parking is closer than 25 feet from the building, and in some cases as close as 12 or 14 feet. It is unclear if the 1999 Plan had parking within 25 feet of the buildings as dimensions were not indicated clearly, and the scale is not accurate. **City Council would need to approve the deviation.**

15. Bicycle Parking (Sec. 5.16): Outdoor bicycle parking spaces are indicated in 3 areas on the site plan. Distributing the spaces throughout the site should be considered for greater convenience to users. The ordinance states that they must be accessible from adjacent streets and pathways via a paved route with a minimum 6-foot width. Currently each is accessed via a 5-foot sidewalk. **The applicant shall provide the 6-foot path from the nearest street. The bike parking layout was recently revised in a text amendment as shown below.**



16. Other Reviews:
    a. Engineering Review: **Engineering does not recommend approval at this time.** See review letter for several issues to be addressed, including concerns with the Stormwater Management Plan.
    b. Landscape Review: Landscape **does not recommend approval at this time.**
    c. Wetland Review: Wetlands **does not recommend approval at this time.** See review letter for several issues to be addressed, including incomplete wetland delineation and insufficient wetland mitigation.
    d. Woodland Review: Woodlands **does not recommend approval at this time**. See review letter for several issues to be addressed, including an incomplete tree survey.
    e. Traffic Review: Traffic **does not recommend approval at this time**. See review letter for issues to be addressed, including need for Traffic Impact Study.
    f. Facade Review: Façade recommends approval. Section 9 waivers for Horizontal Fiber Cement Siding are recommended for approval on Buildings A-E. The townhome buildings are in full compliance with the ordinance.
    g. Fire Review: Fire recommends approval with conditions to be addressed in future submittal. See comments in Fire Review letter.

SPECIAL LAND USE CONSIDERATIONS

When the PD-1 Option is utilized, all uses fall under the Special Land Use requirements (Section 3.31). Section 6.1.2.C of the Zoning Ordinance outlines specific factors the approving body shall consider in the review of the Special Land Use Permit request:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Whether, relative to other feasible uses of the site, the proposed use is (1) listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance, and (2) is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.

PLANNED DEVELOPMENT OPTION

Section 3.31.4 of the ordinance outlines the review procedures for Site Plans using the PD Option. This (normally) requires the Preliminary Site Plan to receive a recommendation for approval or denial from the Planning Commission, with City Council ultimately approving or denying the proposed plan. Here, again, given the Consent Judgment provisions, the City Council will be undertaking the review.

Section 3.31.5: Deviations From Area, Bulk, Yard, and Dimensional Requirements. (Current version of PD Option Ordinance)
As part of approval of a Preliminary Site Plan, the City Council is authorized to grant deviations from the strict terms of the zoning ordinance governing area, bulk, yard, and dimensional requirements applicable to the property; provided, however, that such authorization to grant deviations shall be conditioned upon the Council finding:

A. That each zoning ordinance provision from which a deviation is sought would, if the deviation were not granted, prohibit an enhancement of the development that would be in the public interest;
B. That approving the proposed deviation would be compatible with the existing and planned uses in the surrounding area;
C. That the proposed deviation would not be detrimental to the natural features and resources of the affected property and surrounding area, or would enhance or preserve such natural features and resources;
D. That the proposed deviation would not be injurious to the safety or convenience of vehicular or pedestrian traffic; and
E. That the proposed deviation would not cause an adverse fiscal or financial impact on the City's ability to provide services and facilities to the property or to the public as a whole.

In determining whether to grant any such deviation, the Council shall be authorized to attach reasonable conditions to the Preliminary Site Plan, in accordance with Section 3.31.4.B.

NEXT STEP: CITY COUNCIL MEETING

Because amendments to the 2001 Consent Judgment will be required, and because the City has indicated that the City Council will be the body to undertake all reviews, the Concept Plans will be forwarded to City Council for their initial review. Staff will work with the applicant to select an available date. We will need the following at least 10 days before the scheduled meeting:

1. Original Concept Plan submittal in PDF format (maximum of 10MB). **NO CHANGES MADE. (This has been received)**
2. A response letter addressing ALL the comments from ALL the review letters and **indicate any changes you intend to make to future submittals.**
3. A color rendering of the Site Plan, if any. (*Renderings of buildings have been received*)

Alternatively, if you wish to submit revisions to the Concept Plan for review prior to going to City Council for their initial review, please contact Lindsay Bell for further instructions on submittal requirements.

CITY COUNCIL PUBLIC HEARING

At the request of the applicant, this project is to be scheduled for public hearing before City Council for approval of the PD-1 Preliminary Site Plan, Woodland and Wetland Permits, and Stormwater Management Plan, and proposed Amendment of the Consent Judgment. Applicant has elected to move forward to City Council consideration and action even with disagreement with a negative recommendations by City Staff/Consultants.

If City Council approves the Preliminary Site Plan and proposed amendment to the Consent Judgment, counsel for the parties will finalize the amendment and submit it to the Court for entry.

FINAL SITE PLAN SUBMITTAL

If the Preliminary Site Plan and Consent Judgment amendment is granted approval, the following shall be submitted for administrative Final Site Plan review and approval:

1. Seven copies of Final Site Plan addressing all comments from Preliminary review
2. Response letter **addressing all comments and refer to sheet numbers where the change is reflected**
3. Final Site Plan Application
4. Final Site Plan Checklist
5. Engineering Cost Estimate
6. Landscape Cost Estimate
7. Other Agency Checklist
8. Hazardous Materials Packet (Non-residential developments)
9. Non-Domestic User Survey (Non-residential developments)
10. No Revision Façade Affidavit (if no changes are proposed to building elevations)
11. Legal Documents as required
12. Drafts of any legal documents (note that off-site easements need to be executed and any on-site easements need to be submitted in draft form before stamping sets will be stamped)

ELECTRONIC STAMPING SET SUBMITTAL AND RESPONSE LETTER

After receiving Final Site Plan approval, please submit the following for Electronic Stamping Set approval:

1. Plans addressing the comments in all of the staff and consultant review letters in PDF format.
2. Response letter addressing all comments in ALL letters and ALL charts and **refer to sheet numbers where the change is reflected.**

STAMPING SET APPROVAL

Stamping sets will be required for this project. After having received all the ESS review comments from City staff the applicant should make the appropriate changes on the plans and submit **10 size 24" x 36" copies with original signature and original seals,** to the Community Development Department for final Stamping Set approval.

SITE ADDRESSING

The applicant should contact the Building Division for an address prior to applying for a building permit. Building permit applications cannot be processed without a correct address. The address application can be found on the Internet at www.cityofnovi.org under the forms page of the Community Development Department.

Please contact Brian Riley [248.347.0438] in the Community Development Department with any specific questions regarding addressing of sites.

PRE-CONSTRUCTION MEETING

A Pre-Construction meeting is required for this project. Prior to the start of any work on the site, Pre-Construction (Pre-Con) meetings must be held with the applicant's contractor and the City's consulting engineer. Pre-Con meetings are generally held after Stamping Sets have been issued and prior to the start of any work on the site. There are a variety of requirements, fees and permits that must be issued before a Pre-Con can be scheduled. If you have questions regarding the checklist or the Pre-Con itself, please contact Sarah Marchioni [248.347.0430 or smarchioni@cityofnovi.org] in the Community Development Department.

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: PD-1/RM-1 with Consent Judgement

Review Date: April 19, 2024 (rev. 6/6/24)
Review Type: Revised Consent Judgment Plan Review
Project Name: **JSP24-04 Society Hill**
West of Novi Road, South of 12.5 Mile Road
Plan Date: March 25, 2024
Prepared by: Lindsay Bell, Senior Planner
E-mail: lbell@cityofnovi.org; **Phone:** (248) 347-0484

Items in **Bold** need to be addressed by the applicant with next submittal. **Bold Underline** items are possible deviations. *Italicized* items should be noted.

Item	Required Code	Proposed	Meets Code	Comments
Zoning and Use Requirements				
Master Plan	Multiple family residential, with PD-1 Option	Multiple family residential, PD-1 Option	Yes	
Zoning	RM-1 Low Density Multiple Family (with Consent Judgement)	PD-1 Option with multiple family	Yes	
Uses Permitted (Sec 3.31.6.B)	RM-1 Uses permitted listed in Section 3.1.7, Mid-rise multiple family, accessory retail and office	463 mid-rise Multiple-Family Residential units	**Yes***	***CJ allowed for 312 units, so the new site plan would need to be approved by City Council and amendment of the consent judgment will be required.**
PD-1 Option *(Sec. 3.31.4 & 6)*				
Community Impact Statement		Provided	Yes	
Traffic Study		Trip Generation Analysis provided	**TBD**	**Applicant seeks waiver of Traffic Study requirement with justification that the incremental increase in units from 1999 approved plan would not meet threshold for study**
Special Land Use (Sec. 6.1.2.C)	Provisions met?		**TBD**	**See Planning Review for detailed comments**
Applicable Standards Met? (Sec. 3.31.4.A)	See section 3.31.4.A for full list of conditions to be considered by City Council for approval		**TBD**	**See Planning Review for detailed comments**
Building Height (Sec 3.31.6.B.iv.a)	- No less than 3 nor more than 5 stories - 2.5 story Low-rise low-density dwellings may also be permitted if at least 1 complete wall with windows shall be fully exposed	Bldgs A-E: 5 stories Townhouses: 3 stories Cottages: 2.5 stories	Yes	
Room Count (Sec 3.31.6.B.iv.b)	Total number of rooms (not including dining, kitchen, sanitary rooms) shall not be more than area of parcel (sf)	1,359 rooms proposed.	Yes	**Consent Judgment plan from 1999 had 1,264 rooms (7.5% increase), but the current proposal is**

Item	Required Code		Proposed	Meets Code	Comments
	(gross area minus wetland over 2 acres) divided by 700 *1,0436,262 SF/700 = 1,490*				**under the maximum number allowed in PD-1**
Public Utilities (Sec 3.31.6.B.iv.b)	Community water and sewer must be available				**See Engineering Review**
Shoreline setback (Sec 3.31.6.B.iv.e)	Minimum 100-foot setback from any lake shoreline, including natural or manmade water bodies. The area of setback may not be used for off-street parking or accessory buildings.		Wetland A has parking and drive aisles just over 25 feet; North detention basin needs 25-foot buffer shown, and buildings appear to be within 100 feet	**No**	**Wetland areas and detention basins are included in this definition <u>Deviation required for several locations</u>**
Residential: Height, Bulk, Density, and Area Limitations *(Sec. 3.1.7.D)*					
Frontage on a Public Street *(Sec. 5.12)*	Frontage on a Public Street is required		Frontage on Novi Road and 12 ½ Mile Road	Yes	
Minimum Zoning Lot Size for each Unit: in Acres (Sec 3.8.1)	RM-1 Required Conditions <u>See below</u>		33.89 acres		
Minimum Zoning Lot Size for each Unit: Width in Feet (Sec 3.8.1)					
Open Space Area *(Sec. 3.1.7.D)*	200 sf Minimum usable open space per dwelling unit For a total of 463 dwelling units, <u>required: 92,600 SF</u>		Sheet 14 shows total of <u>165,963 sf</u> proposed (3.81 acres)	Yes	
Maximum % of Lot Area Covered (By All Buildings)	25%		14.84%	Yes	
Minimum Floor Area per Unit *(Sec. 3.1.7.D)*	Efficiency	400 sf	617 sf	Yes	
	1 bedroom	500 sf	777 sf	Yes	
	2 bedroom	750 sf	1,051 sf	Yes	
	3 bedroom	900 sf	1,601 sf	Yes	
	4 bedroom	1,000 sf		NA	
Residential Building Setbacks *(Sec. 3.1.7.D, Sec. 3.6.2.B, and Sec. 3.8.2.C - if applicable)*					
Front (East)	75 feet		89 feet	Yes	
Exterior Side (North)	50 feet		50 feet	Yes	
Side (South)	75 feet		75 feet	Yes	
Rear (West)	75 feet		50.8 – 60.4 feet	**No**	**<u>Deviation required if not corrected for Buildings 11, 12, 13, 14, and 15</u>**

Item	Required Code	Proposed	Meets Code	Comments
Parking Setbacks *(Sec. 3.1.7.D) Refer to applicable notes in Sec. 3.6.2*				
Front (East)	75 feet (Street frontage)	20 feet	**No**	**Deviation required**
Exterior Side (North)	75 feet (Street frontage)		NA	
Side (South)	20 feet	14.4 feet	**No**	**Deviation required**
Rear (West)	20 feet	Exceeds 20 feet	Yes	
RM-1: Note to District Standards *(Sec. 3.6.2)*				
Lot Area Requirements *(Sec. 3.6.2.A)*	Lot width shall be measured between the two points where the front setback line intersects the side lot lines. Within the residential districts, where a main building is placed behind the front setback line, the distance between the side lot lines shall not be reduced below 90% of the required minimum lot width at any point between the front set back line and such main building.		NA	
Setback Requirements *(Sec. 3.6.2.B)*	– For all off-street parking lots serving any use other than single-family residential, the setback from any interior side or rear lot line shall be not less than twenty (20) feet, and the setback from the front and any exterior side lot line shall comply with the building setback required for such uses specified above.	75-foot parking setback from front/exterior side yard required. Proposed parking setbacks are noted above	**No**	**Off-street parking lots shall not be setback less than 20 feet from any interior side or rear lot line. Deviation would be required for the front (east) and side (south) property lines.**
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.	Complies	Yes	
Wetland/Watercourse Setback (Sec 3.6.2.M)	A setback of 25ft from wetlands and from high watermark course shall be maintained	Sheet 15 shows wetland buffer impacts to 1.918 acres – the response letter says they are temporary, however no restoration is proposed which means they are permanent	**No**	**Authorization to Encroach into Wetland Buffer Area will be required. Clearly indicate both temporary and permanent impacts (in area and fill quantity) proposed to each wetland buffer in the next submittal.**
RM-1 District Required Conditions *(Sec. 3.8 & 3.10)*				
Maximum Number of Units	Efficiency < 10 percent of the units	2%	Yes	

Item	Required Code		Proposed	Meets Code	Comments
(Sec. 3.8.1.B.ii)	1 bedroom units < 33 percent of the units		26% proposed	Yes	
	Balance should be at least 2 bedroom units		Rest are 1 bd + den or larger	Yes	
Room Count per Dwelling Unit Size *(Sec. 3.8.1.C)* *An extra room such as den, library or other extra room count as an additional bedroom*	**Dwelling Unit Size**	**Room Count ***			
	Efficiency	1	8	NA	*Total of 1,359 rooms.*
	1 bed*	2	120 units – 240 rooms	Yes	
	2 bedroom (or 1 +den)	3	229 units – 687 rooms	Yes	
	3 or more bedrooms (incl 2+ den)	4	106 units – 424 rooms	Yes	
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.					
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.		Drives will be private.	Yes	
Maximum length of the buildings *(Sec. 3.8.2.C)*	A single building or a group of attached buildings cannot exceed 180 ft.		Building A: **218.5 ft** Building B: **218.5 ft** Building C: **218.5 ft** Building D: **218.5 ft** Building E: **492 ft** Building 1: 134.3 ft Building 2: 134.3 ft Building 3: **194.5 ft** Building 4: **194.5 ft** Building 5: 77.3 ft Building 6: 77.3 ft Building 7: 134.3 ft Building 8: 134.3 ft Building 9: 151.3 ft Building 10: 117.3 ft Building 11: 151.3 ft Building 12: 151.3 ft Building 13: 140 ft Building 14: 140 ft Building 15: 134.3 ft Building 16: 134.3 ft	**No**	**<u>Buildings A, B, C, D, E, 3 and 4 all require deviations</u>**
Modification of maximum length *(Sec. 3.8.2.C)*	Planning Commission may modify the extra length up to 360 ft if common areas with a minimum capacity of 50 persons for recreation or social purposes. Additional setback of 1 ft. for every 3 ft.		Building E exceeds 360 feet allowed; additional setback of 104 feet required (not met) – Other buildings do not contain	**No**	*Buildings do not meet requirements for modification of length requirement*

Item	Required Code	Proposed	Meets Code	Comments
	in excess of 180 ft. from all property lines.	common areas for recreation/social purposes		
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 45 degrees to property line.	Some buildings along perimeter not angled, required to be angled min. 45^{O}	**No**	**Deviation required for Buildings A, 12, and 15**
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	Overall calculation provided	**TBD**	**Provide yard setback calculations for East and South yard areas separately**
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	Parking located along buildings appears as close as 12.4 feet in some locations	**No**	**Deviation required for several areas**
	No closer than 8 ft for other walls		**TBD**	**Deviation may be required**
	No closer than 20 ft from ROW and property line	20 ft	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.	Sidewalks and pathways appear to be provided throughout the site, 5' minimum	Yes	
	Where feasible sidewalks shall be connected to other pedestrian features abutting the site.	Connection to sidewalk to west on 12 ½ Mile, into site	**Yes?**	**Make sure proposed sidewalk aligns with existing sidewalk along 12 ½ Mile (Charneth Fen) – appears to be offset**
	All sidewalks shall comply with barrier free design standards	Barrier free markings shown	**TBD**	**See Traffic Review for more information.**
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	Provided in response letter – calculation indicates 7 instances of non-compliance	**No**	**Applicant requests deviation for distance between A-E, D-E, 1-2, 3-4, 9-11, 15-16 and 14-13.**
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.	All buildings are greater than 30 feet apart except for corner to corner	Yes	Complies

Item	Required Code	Proposed	Meets Code	Comments
Number of Parking Spaces Residential, Multiple-family *(Sec. 5.2.12.A)*	Two (2) for each dwelling unit having two (2) or less bedrooms and two and one-half (2 ½) for each dwelling unit having three (3) or more bedrooms 2 x (178 1-bed + 256 2-bed) = 868 | 2.5 x 38 3-bed = 95 **Spaces Required: 964**	942 spaces provided	**No**	**Applicant requests deviation to permit deficiency of 22 parking spaces**
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			**See Traffic Review**
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 ft. wide, have an outside radius of 15 ft., and be constructed 3 ft. shorter than the adjacent parking stall			**See Traffic Review**
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		Yes	
Barrier Free Spaces Barrier Free Code	With 963 spaces required, 16 standard BF and 4 van-accessible BF spaces required	2 van accessible, 2 standard	**No**	**Review ADA laws and comply with requirements**
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	8' wide with curb, 8' access	TBD	
Barrier Free Signs Barrier Free Code	One sign for each accessible parking space.	Not shown	**No**	**See Traffic Review.**
Corner Clearance (Sec. 5.9)	No fence, wall plant material, sign or other obstruction shall be permitted within the clear view zone above a height of	Shall comply	Yes	**See Landscape Review.**

Item	Required Code	Proposed	Meets Code	Comments
	2 feet from established street grade			
Minimum number of Bicycle Parking (Sec. 5.16.1) Multiple-family residential	One (1) space for each five (5) dwelling units **Required: 93 Spaces**	24 surface spaces 70 interior spaces	Yes	
Bicycle Parking General requirements *(Sec. 5.16)*	No farther than 120 ft. from the entrance being served		Yes	
	When 4 or more spaces are required for a building with multiple entrances, the spaces shall be provided in multiple locations	3 locations shown	**TBD**	**Consider providing bike parking in more locations convenient to more units**
	Spaces to be paved and the bike rack shall be inverted "U" design Shall be accessible via 6 ft. paved sidewalk	5' sidewalks shown	**No**	**6-ft sidewalk pathway leading to bike racks required**
	Bike parking facilities shall be located along the principal building entrance approach, clearly visible		Yes	
	When 20 or more spaces are required, 25% shall be provided in covered locations	70 interior spaces	Yes	19 bike spaces must be covered
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		**No**	**The ordinance has recently been updated to require new dimensions please correct on future submittals**
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)	Generally, 28 feet wide	**No**	**See Traffic/Engineering Review**
Major Drives	Width: 28 feet	Generally, 24-28 feet wide	**No**	
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			

Item	Required Code	Proposed	Meets Code	Comments
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 setback from the end of a parking stall shall be 25 feet in residential districts.	Perpendicular parking proposed on major drives Parking setback is less than 25 feet from residential structures in multiple locations	**No**	**<u>Deviations requested</u>**
Accessory and Rooftop Structures *(Sec. 4.19)*				
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	Each apt building will have a dedicated chute/trash room for collection by maintenance staff, brought to trash compactor; townhome units will have individual bins for service collection	Yes	Trash compactor located 34 feet from southern property line
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	Proposed garbage compactor located on south side of property, adjacent to wetland A mitigation area; Detail indicates masonry veneer to match buildings	Yes?	
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	Not visible from street view	Yes	
Roof top appurtenances screening	Roof top appurtenances shall be screened in accordance with applicable facade regulations, and shall not be visible from any street, road or adjacent property.	Parapets shown	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Sidewalks and Other Requirements				
Non-Motorized Plan	No additional pathways shown.	Sidewalk on 12 ½ Mile	Yes	
Sidewalks *(Subdivision Ordinance: Sec. 4.05)*	Sidewalks are required on both sides of proposed drives	Appear to be provided	Yes	
Public Sidewalks *(Chapter 11, Sec.11-276(b), Subdivision Ordinance: Sec. 4.05)*	Connection to sidewalks on adjacent roads required.	Connection provided to 12 ½ Mile sidewalk, from Novi Road into site	Yes	
Entryway lighting *(Sec. 5.7.N)*	One streetlight is required per entrance.			
Building Code and Other Requirements				
Woodlands *(City Code Ch. 37)*	Replacement of removed trees		**TBD**	**See Woodland Review**
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 calculations in response letter – not on plans	**TBD**	**See Wetland Review. <u>Clarification of mitigation plans is needed.</u>**
Design and Construction Standards Manual	Land description, Sidwell number (metes and bounds for acreage parcel, lot number(s), Liber, and page for subdivisions).	Generally provided	**TBD**	
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	Yes	**See reviews for requested information**
Economic Impact Information	- Total cost of the proposed building & site improvements - Number of anticipated jobs created (during construction & after building is occupied, if known)	See Community Impact statement		
Building Exits	Building exits must be connected to sidewalk system or parking lot.		**TBD**	
Phasing	All projects must be completed within two years of the issuance of any starting	If proposed, Phasing plans are required to be	**TBD**	**Clarify if project will be phased – provide a clear phasing plan to be able to determine what will be**

Item	Required Code	Proposed	Meets Code	Comments
	permit or phasing plan should be provided	approved with PSP submittal		**completed at end of each phase for inspection purposes and CofOs**
Other Permits and Approvals				
Development/ Business Sign *(City Code Sec 28.3)*	The leading edge of the sign structure shall be a minimum of 10 ft. behind the right-of-way. Entranceway shall be a maximum of 24 square feet, measured by completely enclosing all lettering within a geometric shape. Maximum height of the sign shall be 5 ft.		**TBD**	**Show the location of any entranceway signs if proposed;** *Contact Ordinance Enforcement at 248.735.5678, for sign ordinance questions.*
Project & Street Naming Committee	Project will need approval from the Street & Project Naming Committee	See letter from Diana Shanahan	**TBD**	*Contact Diana Shanahan at 248.347.0475 or via email dshanahan@cityofnovi.org*
Parcel Split or Combination or Condominium Approval	Any parcel splits or combinations or condominium approvals must be completed before Stamping Set approval.			
Other Legal Requirements				
Master Deed/Covenants and Restrictions	Applicant is required to submit this information for review with the Final Site Plan submittal	Single ownership proposed for rental community	NA	
Conservation easements	Conservation easements may be required for woodland impacts	Wetland and woodland easements likely required	**TBD**	Draft documents would be required prior to stamping set approval.
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			
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.	Not shown	**No**	

Item	Required Code	Proposed	Meets Code	Comments
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	Color not provided	**No**	
	Hours of operation	24 hrs/day	Yes	
Max Height *(Sec. 5.7.3.A)*	Height not to exceed 25 feet	25 ft max	Yes	
Standard Notes *(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	Notes provided	Yes	
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	Shown	Yes	
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	Not shown		**Provide information to verify compliance**
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.	0.2 fc min proposed	Yes	
Min. Illumination *(Sec. 5.7.3.L)*	Parking areas: 0.2 fc min	0.2 min	Yes	
	Loading & unloading areas: 0.4 fc min			
	Walkways: 0.2 fc min			

Item	Required Code	Proposed	Meets Code	Comments
	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	Appears to comply	Yes	
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		NA	
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.	At the southern and northern property lines levels exceed 0.5 fc	**No**	**Reduce lighting in these locations to meet requirement**
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 uniformilty 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	

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
(Revised 6/11/12)

PLAN REVIEW CENTER REPORT

6/11/2024

Engineering Review

Society Hill
JSP24-0004

APPLICANT

Seiber Keast Engineering

REVIEW TYPE

Concept Plan

PROPERTY CHARACTERISTICS

- Site Location: Located west of Novi Road and south of 12 ½ Mile Road.
- Site Size: 35 acres
- Plan Date: 3-25-2024
- Design Engineer: Seiber Keast Lehner Engineering

PROJECT SUMMARY

- Construction of 21 multi-family residential buildings, a total of 472 units with a clubhouse. Site access would be provided via Novi Road and 12 ½ Mile Road.
- Connect to existing 24" water main on 12 ½ Mile Road and connect to 36" water main on Novi Road.
- Sanitary sewer service would be provided by an extension from the existing 12-inch sanitary sewer off-site. Sanitary leads will be provided for each building, along with a monitoring manhole for the Club house building.
- Storm water would be collected by two storm sewer collection systems, one proposed onsite, the other proposed on an off-site parcel.

RECOMMENDATION

Approval of the Preliminary Site Plan is NOT recommended until the following items are addressed.

Comments:

The Preliminary Site Plan does **NOT** meet the general requirements of Chapter 11 of the City of Novi Code of Ordinances, the Storm Water Management Ordinance and the Engineering Design Manual. The following items must be addressed at time of resubmittal:

Approval of the Preliminary Site Plan is not recommended until the following items are addressed:

1. A new traffic impact study MUST be provided for this site, the traffic impact study from 1996 is no longer valid:
    a. Per the Site Plan Development Manual, traffic count data shall not be more than 2 to 3 years old.
    b. There has been significant change in traffic conditions over the last 25 years. There have been multiple developments and roadway improvements since 1996, including the widening of 12 Mile Road and the development of Carlton Forest and Bolingbrooke.

2. Applicant has requested to submit the soil borings at time of Final Site Plan submittal, Engineering supports this contingent upon the applicant acknowledging if the groundwater elevation is too high, they will revise the detention basin plans to meet the city standards. Typically, this information is requested at the time of preliminary site plan submittal to ensure the applicant will not need to redesign basins at time of Final Site Plan.
    a. Soil borings will be required for both the off-site and on-site detention basin to ensure groundwater is not within the basin storage volume.
    b. Soil borings must not be more than 5 years old, as old soil borings would not accurately show the current groundwater elevation.
    c. The ground water elevation shall be at least 3 feet below the bottom of the basin or the permanent pool elevation. If the ground water elevation is too high, applicant must redesign basin.

The following items shall be addressed at time of the next submittal:

1. A Right-of-Way Permit will be required from the City of Novi.
2. The dedication of the master-planned right-of-way is requested for the project. Label the additional right-of-way width to be dedicated along 12 ½ as "proposed" right-of-way.
3. A opposite-side driveway spacing waiver is requested for the 12 ½ Mile Road approach. The speed on 12 ½ Mile Road is 30 mph so the driveway spacing requirement is 125 feet, current driveway spacing is 41 feet.
4. 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 distance from watermain and 10-foot horizontal clearance from sanitary. All utilities and easements shall be shown on the landscaping plan at time of site plan submittal.
5. Show the locations of all light poles and bike rack on the utility plan. Light poles, bike racks, or mailboxes within utility easement require a license agreement.

6. Provide hydrant table, utility crossing table, utility structure tables with final site plan submittal.
7. The city has a project planned for 2025 for the rehabilitation of the Novi Road islands, coordinate with the Engineering Department at time of construction.

Water Main

8. Provide water main basis of design with final site plan submittal.
9. A tapping sleeve, valve and well is required at the connection to the existing water main.
10. Per current EGLE requirement, provide a profile for all proposed water main 8-inch and larger.
11. 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."
12. Additionally, show the 20-foot full section of pipe under every crossing and label top of pipe and bottom of pipe elevations.
13. 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.
14. All gate valves 6" or larger shall be placed in a well with the exception of a hydrant shut off valve. A valve shall be placed in a box for water main smaller than 6".
15. Valves should be arranged so that no single line failure will require more than eight hundred (800) feet of main to be out of service.
16. Show riser room and stop-box locations with final site plan submittal.
17. 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, 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 Comments

18. Irrigation plans must be reviewed and approved prior to stamping set approval. Provide plans with final site plan submittal.

Sanitary Sewer

19. Provide a sanitary sewer monitoring manhole, unique to this site, within a dedicated access easement or within the road right-of-way. If not in the right-of-way, provide a 20-foot-wide access easement to the monitoring manhole from the right-of-way (rather than a public sanitary sewer easement). This will be needed for the club house building only.
20. Provide a sanitary sewer basis of design with site plan submittal. (Calculations should use peaking factor of 4.0 and 3.2 People/REU).

21. Provide profiles for sanitary sewer and illustrate all pipes intersecting with manholes on the sanitary profiles.

Storm Sewer

22. 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.
23. Provide a four-foot-deep sump and an oil/gas separator in the last storm structure prior to discharge off- site/to the storm water basin.
24. An easement is required over the storm sewer accepting and conveying off-site drainage (this will only be needed if storm sewer is outside of right-of-way).
25. 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.

Storm Water Management Plan

26. 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.
27. Provide calculations verifying the post-development runoff rate directed to the proposed receiving drainage course does not exceed the pre-development runoff rate for the site.
28. 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.
29. SDFMEA will be needed for both the off-site basin and the on-site basin.
30. Provide pretreatment structure prior to discharge into each proposed detention basin.
31. Provide a soil boring in the vicinity of each storm water detention basin to determine soil conditions and to establish the high-water elevation of the groundwater table.
32. Provide supporting calculations for the runoff coefficient determination.
33. A runoff coefficient of 0.35 shall be used for all turf grass lawns (mowed lawns) and 0.95 shall be used for all impervious surfaces.
34. A 4-foot-wide safety shelf is required one foot below the permanent water surface elevation within the basin.
35. A 25-foot vegetated buffer shall be provided around the perimeter of each storm water basin where impervious area is directed to the basin via surface flow. A 25-foot vegetate buffer has not been provided on the west side of the

off-site basin. 25-foot vegetated buffer should be shown beyond the freeboard elevation.

36. Landscaping sheets should be updated to show proposed basin grades more clearly, proposed trees are shown located at high water elevation.
37. Trees cannot be planted at the highwater elevation, trees should be outside of the freeboard elevation.
38. Provide additional grades for the asphalt walkway next to off-site detention basin.
39. Indicate if forebay are proposed for northern detention basin, grades should be shown if this is proposed.
40. Low water elevations on the northern detention basin are incorrect, on the north side LW elevation is 942 and on southern side it is 946.

Paving & Grading

41. Provide a construction materials table on the Paving Plan listing the quantity and material type for each pavement cross-section being proposed.
42. Provide an emergency access gate at both ends of the proposed emergency access drive. The City's break-away gate detail (Figure VIII-K) can be found in Section 11-194 of the Code of Ordinances.
43. If gravel roads are proposed they must meet the minimum 35-ton requirement for firetruck, this must be noted on plans.
44. Provide existing and proposed contours on the Grading Plan at the time of the Final Site Plan submittal.
45. Provide at least 3-foot of 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.
46. Site grading shall be limited to 1V:4H (25-percent), excluding landscaping berms.
47. The sidewalk within the right-of-way shall continue through the drive approach. If like materials are used for each, the sidewalk shall be striped through the approach. The sidewalk shall be increased to 6-inches thick along the crossing or match the proposed cross-section if the approach is concrete. The sidewalk should also be 6-inches thick where the emergency access drive is located.
48. No more than 15 consecutive parking spaces are allowed, plans show 17 consecutive spaces. Adjust parking island locations so that there are no mor than 15 spaces.
49. The end islands shall conform to the City standard island design, or variations of the standard design, while still conforming to the standards as outlined in Section 2506 of Appendix A of the Zoning ordinance (i.e. 2' minor radius, 15' major radius, minimum 8' wide, 3' shorter than adjacent 19' stall).
50. Provide top of curb/walk and pavement/gutter grades to indicate height of curb adjacent to parking stalls or drive areas.
51. 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.
52. Curbing and walks adjacent to the end of 17-foot stalls shall be reduced to 4-inches high (rather than the standard 6-inch height to be provided adjacent to

19-foot stalls). Additionally, 2-foot overhang should be provided adjacent to 17-foot parking stalls (show 2-foot overhang on paving sheets).

53. Label the actual usable length of the proposed angled parking stalls. This is done by measuring between parallel lines representing the position at the front and rear of the car, without the rear of the car conflicting with the maneuvering aisle.
54. Soil borings along the proposed road will be required at 500-foot intervals per Section 11-195(d) of the Design and Construction Standards.
55. Retaining walls that are 48-inches or larger shall need a permit from Building Department.
56. A retaining wall that has a grade change of 30" or more within a 3' horizontal distance will require a guardrail.

Off-Site Easements

57. Any off-site utility easements anticipated must be executed **prior to final approval of the plans**. If you have not already done so, drafts of the easements and a recent title search shall be submitted to the Community Development Department as soon as possible for review and shall be approved by the Engineering Division and the City Attorney prior to executing the easements.

58. Off-Site SDFMEA and Off-Site Temporary Construction Easement will be needed.

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
Ben Nelson, Engineering
Ben Croy, City Engineer

LANDSCAPE REVIEW

PLAN REVIEW CENTER REPORT

April 5, 2024

Society Hill

Concept Site Plan - Landscaping

Review Type	**Job #**
Concept Plan Landscape Review	JSP24-0004

Property Characteristics

- Site Location: Southwest corner of 12.5 Mile Road and Novi Road
- Site Acreage: 34.9 ac.
- Site Zoning: RM-1
- Adjacent Zoning: North: RA & R-4, East: R-4, South: RA, West: RM-1
- South parcel zoning: Site: OS-1, North: RA, East: R-4, South: B-3 & OS-1, West: OS-1
- Plan Date: 3/25/2024

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 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 **not recommended for approval**. Significant waivers are required by the proposed layout and landscaping that are not supported by staff.

LANDSCAPE DEVIATIONS THAT ARE REQUIRED FOR PROPOSED LAYOUT:

- Lack of screening berm along south property line – *not supported by staff*
- Lack of greenbelt berms – *supported by staff.*
- Lack of greenbelt landscaping and street trees for sections of both roads that are being preserved – *supported by staff*
- *Shortage in greenbelt landscaping for 12. 5 Mile Road and Novi North beyond the above – not supported by staff.*
- *Shortage in greenbelt subcanopy trees in Novi South – supported by staff*
- *Shortage in street trees in Novi South - supported by staff*
- Two bays are 16 spaces long without a landscape island – *not supported by staff*
- Shortage of foundation landscaping for multiple buildings – *supported by staff for some of the buildings.*
- Several areas of deficiencies from Landscape Design Manual requirements (tree diversity, native species makeup, too many evergreen woodland replacements) – *not supported by staff*

PLEASE REVISE THE LAYOUT, UTILITIES AND LANDSCAPING TO ELIMINATE OR REDUCE THE ABOVE DEVIATIONS.

PLEASE ADD THE CITY PROJECT NUMBER, JSP24-0004, TO THE BOTTOM RIGHT CORNER OF THE SET COVER SHEET.

Ordinance Considerations

Existing Trees (Sec 37 Woodland Protection, Preliminary Site Plan checklist #17 and LDM 2.3 (2))

1. Tree survey is provided.
2. Wetland survey is provided.
3. **Please include the original approved plans for off-site plantings for review by the City.**
4. **Please see the Landscape Chart for detailed comments regarding the species composition of the woodland replacement plantings.**
5. **See the Merjent letter for a complete discussion of the woodlands and wetlands.**
6. **As a general comment, it is disappointing that the proposed layout is even more destructive to the high quality woodlands than the original approved plan was. It appears that no effort has been made to preserve much of the natural habitat except where development would be extremely difficult or expensive anyway.**

Adjacent to Residential - Buffer (Zoning Sec. 5.5.3.B.ii and iii)

1. The project is adjacent to RA property to the south, so a 6-8 foot landscaped berm is required along the south property line.
2. The plan proposes a single line of densely planted evergreen trees along most of the frontage. **This requires a landscape waiver**. *It is not supported at this time.*
3. **Please add information showing the sound buffering of the proposed landscaping and extend the evergreens to beyond the maintenance area and garbage compactor to at least provide visual buffering for the RA property.**

Adjacent to Public Rights-of-Way – Berm/Wall, Buffer and Street Trees (Zoning Sec. 5.5.3.B.ii, iii)

1. No berms or trees are proposed in areas to be preserved as natural areas. **This requires a landscape waiver** that is *supported by staff.*
2. No berms are proposed in the developed sections of Novi Road. **This requires a landscape waiver that** *is supported by staff as significant screening landscaping in addition to what is required is proposed instead between the parking and the roads, and there is only the detention basin in the south section***.**
3. **Landscape waivers are also required for shortages in greenbelt trees provided.** *Some of these are supported by staff, and others are not. Please see the landscape chart for a detailed discussion of these waivers.*

Parking Lot Landscaping (Zoning Sec. 5.5.3.C.)

1. It appears that all of the required parking lot interior area, interior trees and perimeter trees are provided. **Please see the landscape chart for additional information required.**
2. The Multifamily housing landscaping ordinance allows multifamily unit canopy trees to be used to meet the parking requirements. **If this is done, please note that on the calculations.**

Multi-family Residential Landscaping (Zoning Sec 5.5.3.F.iii)

1. **Multi-family unit trees**
   a. 188 first floor units are proposed, so 564 trees are required. 25% of those can be subcanopy trees.
   b. All of the required multi-family unit trees are provided, but 29% are subcanopy trees. **This would require a waiver** that *would not be supported by staff*. **Please reduce the number of subcanopy trees by 20 to meet the 25% maximum.**
2. **Interior roadway trees**
   a. All of the required interior roadway trees appear to be provided. **As noted above, please see the landscape chart regarding what is needed to confirm that the correct number of trees required was calculated correctly.**
3. **Foundation landscaping**

a. **Landscape waivers are required for a deficiency in foundation landscaping for Buildings A, B, C, D, 8, 9, 10, 11, 12 and 13.** *They are supported for Buildings D, 8, 9, 10, 11 and 12 for different reasons, but not for 11, 12 or 13*. **Please see the landscape chart for a detailed discussion of these waivers and make the recommended corrections to eliminate or reduce the extent of the waivers required.**

Plant List (LDM 4, 10)

1. Only 23 of 49 (47%) non-woodland replacement species used are native to Michigan. **Please add more native species or replace some non-native species with native species. The current makeup would require a landscape waiver that** *would not be supported by staff*.
2. The tree diversity maximums are exceeded by flowering crabapples and red maples**. Please reduce the numbers of those to meet the 10% species/15% genus maximums. The current makeup would require a landscape waiver that** *would not be supported by staff*.
3. Evergreens make up 36% of the credits to be planted on site. The maximum percentage evergreens can compose of the credits planted is 10%. **The current configuration would also require a landscape waiver** that *would not be supported by staff*. **Please reduce the number of evergreens planted to not exceed the requirement.**
4. **See the landscape chart for other suggestions regarding woodland replacements.**

Planting Notations and Details (LDM 10)

Provided

Storm Basin Landscape (Zoning Sec 5.5.3.E.iv and LDM 3)

1. All required detention basin landscaping is proposed.
2. A note states that there is no *Phragmites australis* or Japanese Knotweed on the site, but I'm quite sure there is *Phragmites* in the northwest corner of the site. **Please check the entire site again and note any populations of either weed found on the existing conditions or demolition plan and provide plans for their complete eradication.**

Irrigation (LDM 10)

1. If an irrigation system will be used, a plan for it must be provided with Final Site Plans, not the Stamping Set.
2. If an 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 rmeader@cityofnovi.org.

Rick Meader – Landscape Architect

LANDSCAPE REVIEW SUMMARY CHART – Concept Plan

Review Date: April 5, 2024
Project Name: JSP24 – 0004: SOCIETY HILL
Project Location: SW Corner of Novi Road and 12.5 Mile Road
Plan Date: March 25, 2024
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 for Final Site Plan.

LANDSCAPE DEVIATIONS THAT ARE REQUIRED FOR PROPOSED LAYOUT:

- Lack of screening berm along south property line – *not supported by staff*
- Lack of greenbelt berms – *supported by staff.*
- Lack of greenbelt landscaping and street trees for sections of both roads that are being preserved – *supported by staff*
- Shortage in greenbelt landscaping for 12. 5 Mile Road and Novi Road North – *not supported by staff.*
- Shortage in greenbelt subcanopy trees in Novi Road South – *supported by staff*
- Shortage in street trees in Novi Road *South - supported by staff*
- Two bays are 16 spaces long without a landscape island – *not supported by staff*
- Shortage of foundation landscaping for multiple buildings – *supported by staff for some of the buildings.*
- Several areas of deficiencies from Landscape Design Manual requirements (tree diversity, native species makeup, too many evergreen woodland replacements) – *not supported by staff*

PLEASE ADD THE CITY PROJECT NUMBER, JSP24-0004, TO THE BOTTOM RIGHT CORNER OF THE SET COVER SHEET.

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	• Scale 1" = 40' • Detail scales: 1'=20'	Yes	
Owner/Developer Contact Information *(LDM 10)*	Name, address and telephone number of the owner and developer or association	Yes	Yes	
Project Information *(LDM 10)*	Name and Address	Vicinity map on Sheet L-1	Yes	
Survey information *(LDM 10)*	Legal description or boundary line survey	Survey and description on	Yes	

Item	Required	Proposed	Meets Code	Comments
		Sheet 2		
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	No	No	Final stamping sets must be signed and sealed by LA
Miss Dig Note (800) 482-7171 *(LDM 10)*	Show on all plan sheets	On Title block	Yes	
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.	• Tree Survey on Sheets 3 and 4, L-8 – L-12. • Removals are indicated. • Woodland replacement calculation are provided, along with a summary table of replacements planted previously. • Wetlands on site are delineated on Sheet 2. • Wetland impacts are shown on Sheet 15 – mitigation will be required. • No wetland mitigation plan is provided	• Yes • Yes • Yes • Yes • No	**1. Please show the tree fence at the actual dripline on the plans, not just at the outside of the tree symbol, which may or may not accurately represent the dripline.** **2. See the Merjent letter for complete reviews of woodlands and wetlands** **3. Please include the original planting plans for the off-site trees from the original project submittal so they can be inspected by staff.** 4. Any new off-site plantings of replacements will need to be approved in advance by the City. Please add a note to this effect to the plans. **5. Please provide a wetland mitigation plan.** **6. See the Plant List section in this chart for a discussion regarding the composition of the woodland**

Item	Required	Proposed	Meets Code	Comments
				replacement species proposed.
Soil type *(LDM 10)*	As determined by Soils survey of Oakland county	Sheet 6	Yes	
Zoning *(LDM 10)*	**Site: RM-1** North: RA & R-4, East: R-4 South: RA West: RM-1 Off-site detention: South: B-3 & OS-1, West: OS-1, North: RA	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	Yes	Yes	
Existing and proposed utilities	• Overhead and underground utilities, including hydrants • Proposed light posts	• Proposed utilities are shown on the Landscape Plan • Light posts are also shown	• Yes • Yes	**1. Please resolve any tree/utility or tree/light pole conflicts by moving one or the other of them.** **2. Please indicate on a demolition plan whether the existing overhead wire crossing the site will be removed or not.**
Proposed topography - 2' contour minimum	Provide proposed contours at 2' interval	• Sheets 6-9 • Includes off-site detention pond	Yes	**It's not clear how the proposed southern detention basin contours will tie to the sloping existing contours. Please check that.**
Clear Zones	25 ft. corner clearance required. Refer to Zoning Sec 5.5.9	Yes	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 5.5.3.A)*	• As the site to the west is also multi-family residential, no special	• Densely planted evergreens along the west side of	• Yes • No	*1.* **A landscape waiver is required for the proposed**

Item	Required	Proposed	Meets Code	Comments
	screening is required on the west side of the property • A 6-8 foot landscaped berm is required along the south property line of the main site area.	the property or a large wetland provide buffering for the Charneth Fen condominium development to the west • No berm is provided along the south property line but a line of densely planted evergreen trees is provided south of the southern drive and parking area. It is not clear what kind of sound buffering this would provide, versus the required berm. • The screening provided does not cover the entire developed area along the south property line		**configuration.** *At this time, it is not supported by staff because of two factors* *a. There is no assurance that vehicular noise from the drive and parking would be muffled sufficiently by the proposed screening* *b. The screening provided does not extend all the way to the west to screen the maintenance and trash compactor area.* **2. Please provide evidence of the sound buffering to the south, extend the buffering westward to completely screen the maintenance and compactor area.** **3. Please replace the white pines along the south border with a Norway spruce or other evergreen that will provide better long-term screening than white pine will.**
Adjacent to Public Rights-of-Way *(Sec 5.5.B) and (LDM 1.b) (RM-1)*				
Greenbelt width	• Adj to parking: 20 ft • Not adj to pkg: 34 ft	• 12.5 Mile Road: 50 ft • Novi Road: 20 ft	Yes	
Min. berm crest width	2 ft	0 ft	No	**1. Landscape waivers are required for the lack of berms along both roads.** **2. The required berm along 12.5 Mile Road is not being provided to save the existing**

Item	Required	Proposed	Meets Code	Comments
				natural features. *The waiver for this is supported by staff.* **3. The required berm along Novi Road is not provided along the northern frontage to preserve the natural area. South of that, the varied topography makes a berm impractical.** *As densely planted evergreens will shield Novi Road from the adjacent parking spaces, the waiver is supported for this area as well.* **4. The grading of the off-site detention basin does not allow a berm, but** *as it is just a heavily landscaped detention pond, the berm wouldn't serve any useful screening purpose, so the lack of the berm is also supported for that section of Novi Road.*
Min. berm height	3 ft	0 ft	Yes	**See above**
3' wall	(4)(7)	No walls are proposed in the greenbelts		
Canopy deciduous or large evergreen trees (7)(10)(11)	1 tree per 35 lf **12.5 Mile Rd:** • 490 lf not developed • (744-490-20-58)/35 = 5 trees **Novi Rd North:** • 680 lf not developed • (1640-680-67-30) lf/35 = 25 trees **Novi Rd South:** • 370lf/35 = 11 trees	• **12.5 Mile Rd**: 4 trees • **Novi Rd N**: 22 trees • **Novi Rd S**: 11 trees	• No • No • Yes	**1. A landscape waiver may be requested to not provide the required landscaping in the preserved areas.** *It would be supported by staff.* **2. As only one emergency access lane is required, only one emergency access lane may be deducted from the 12.5 Road frontage.** **3. Please revise the**

Item	Required	Proposed	Meets Code	Comments
				calculations and plant all required trees. *As there is room for the required trees (net of the protected areas and drive openings), a waiver for the missing trees would not be supported by staff.*
Sub-canopy deciduous trees Notes (5)(6)(10)(11)	1 tree per 25 lf **12.5 Mile Rd:** • 490 lf not developed • (744-490-20-58)/25 = 5 trees **Novi Rd North:** • 680 lf not developed • (1640-680-67-30) lf/25 = 35 trees **Novi Rd South:** • 370lf/25 = 15 trees	• **12.5 Mile Rd**: 4 trees • **Novi Rd N**: 28 trees • **Novi Rd S**: 7 trees	• No • No • No	*1. As noted above, the landscape waiver for the protected areas would be supported by staff.* **2. Please revise the calculations per the actual widths of the two drives (not including the width of the clear vision zones).** **3. Please revise the calculations and plant all required trees for 12.5 Mile Road and Novi Road North.** *As there is room for the required trees (net of the protected areas and drive openings), a waiver for the missing trees would not be supported by staff.* **4. A landscape waiver is required for the missing subcanopy trees in Novi Road South.** *It would be supported by staff since the required detention basin plantings and greenbelt canopy trees take up the room needed for the 8 additional subcanopy trees.*
Canopy deciduous trees in area between sidewalk and curb	1 tree per 35 lf **12.5 Mile Rd:**	• 12.5 Mile Rd: 4 trees • Novi Rd N: 22	• Yes • Yes • Yes	**1. Please show all existing street trees along Novi Road,**

Item	Required	Proposed	Meets Code	Comments
(10)	• 490 lf not developed • (744-490-150)/35 = 3 trees **Novi Rd North:** • 680 lf not developed • (1640-680-150-125) lf/35 = 20 trees **Novi Rd South:** • 370lf/35 = 11 trees	trees • Novi Rd S: 8 trees including 3 existing		**even if they are less than 8" dbh.** 2. Existing trees to remain may be counted toward the requirement. *3. A landscape waiver to not provide trees where there are existing utility conflicts would be supported by staff.*
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. • 188 units * 3 = 564 trees • Up to 25% of requirement can be subcanopy trees	**Total: 564 trees** • 403 canopy/large evergreen trees • 1651 subcanopy trees (29% of total)	No	**1.** The 25% maximum for subcanopy trees is exceeded by 20 trees. **2. This requires a waiver that** *would not be supported by staff*. **3. Please change 20 subcanopy trees to canopy trees or large evergreens.**
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 and parking entry drives. • 2095/35 = 60 trees	60 trees	Yes	**1. Please indicate what roads were used for the calculation.** **2. Except where the line passes through areas highlighted in blue (parking lots), the roads highlighted in green on the image below should be used.** **3. Please revise the calculation as required.** **4. Unlike parking lot interior and perimeter trees, multifamily trees may not be used for this requirement (the plan shows that correctly now – just confirming that).** **5. Trees in boulevard islands may not count as interior roadway trees, but multifamily unit trees**

Item	Required	Proposed	Meets Code	Comments
				may be used there.
Foundation Landscaping (Zoning Sec 5.5.3.F.iii.b)	35% of building façades facing road must be landscaped	Based on the layout and the foundation details, these buildings are short of the requirement: A, B, C, D, 8, 9, 10, 11, 12 and 13	No	**1. A landscape waiver is required for buildings where the landscaping of the building facing an interior drive does not cover 35% of the building.** **2.** *The waiver is supported by staff for buildings 8 and 9 as they have double frontage and one side meets or exceeds the requirement.* **3.** *The waiver is supported for Building D as the long island softens the view of most of the north side of the building.* **4.** *The waiver is supported for Buildings 10, 11 and 12 as they face a minor traffic road and appear to have landscaped as much of the garage side of the buildings as possible.* **5. If additional landscaping was added between the drive and the entries in the center island of Building 13, enough frontage would be covered to meet the 35% requirement.** **6.** *The waiver is not supported for Buildings A, B and C as no effort was made to soften the appearance of those buildings from*

Item	Required	Proposed	Meets Code	Comments
				the drive. **Please convert the central island to a landscaped island with a canopy tree, add as much landscape area to the road side of the buildings, and add canopy trees to the islands on either end of the buildings' parking area.** *With these done, the waiver may be supported by staff.*
Parking Area Landscape Requirements (Zoning Sec 5.5.3.C & LDM 5)				
General requirements	• Clear sight distance within parking islands • No evergreen trees	No plantings will block vision within the parking areas		
Name, type and number of ground cover	As proposed on planting islands	Based on the plant list, it appears that sod will be used.		
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	All islands with trees are labeled and are sized correctly for the number of trees in them	Yes	
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.	Where possible, spaces are 17' long	Yes	
Contiguous space limit *(Zoning Sec 5.5.3.c.ii.o))*	Maximum of 15 contiguous spaces	Buildings B and C have bays with 16 consecutive spaces without a landscaped island.	No	**The central islands west of buildings B and C should be converted into landscape islands with a canopy tree since those bays are greater than 15 spaces.**
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 = 50,000 x 7.5% = 3750sf			**1. Please indicate on a separate exhibit the areas that are included in the calculation. All of the areas highlighted in**

Item	Required	Proposed	Meets Code	Comments
				blue on the attached image should be included. **2. If they didn't include those areas, please revise the calculation to include them.**
B = Total square footage of additional paved vehicular use areas over 50,000 SF x 1 %	• B = (VUA-50000) SF x 1% • B = (50384-50000) x 1% = 4 sf	NA		**See above**
All Categories				
C = A+B Total square footage of landscaped islands	C = A + B C = 3750 + 4 = 3754sf	5253sf	Yes	
D = C/200 Number of canopy trees required	• D = C/200 • D = 3754/200 = 19 trees	19 trees	TBD	**1. If necessary, please revise the calculation based on the above.** **2. Parking lot interior and perimeter tree requirement may be met with multifamily unit trees** but please indicate on the calculation whether all of the tree requirement has been met with multifamily trees (a total of 98 trees are separately provided as interior parking or perimeter trees)
Parking Lot Perimeter Trees *(Zoning Sec 5.5.3.c.ii)*	• 1 Canopy tree per 35 lf • 2760/35 = 79 trees	79 trees	TBD	**Please show the perimeter line used for the calculation on the requested image showing the parking lot areas and interior roadways bases for calculations.**
Parking land banked	NA	None		
Miscellaneous Landscaping Requirements				
Plantings around Fire Hydrant *(Zoning Sec 5.5.3.c.ii.j)*	• No plantings with matured height greater than 12' within 10 ft. of fire hydrants, manholes, catch basins or other utility	• No tree/utility conflicts are noted. • A note regarding required spacing for trees from	Yes	

Item	Required	Proposed	Meets Code	Comments
	structures. • Trees should not be planted within 5 feet of underground lines.	utilities is on Sheet L-1		
Landscaped area *(g)*	Areas not dedicated to parking use or driveways exceeding 100 sq. ft. shall be landscaped	Yes		
Name, type and number of ground cover (LDM 5)	As proposed on planting islands	Although not called out, based on the plant list it appears sod will be used	TBD	Please indicate groundcovers on landscape plan with a typical call-out
Snow deposit *(LDM 10)*	Show leave snow deposit areas on plan in locations where landscaping won't be damaged	No	No	**Please show areas for the parking lots, as the parking lots will need somewhere for the plows to put the snow (along the drives will not be sufficient area).**
Transformers/Utility boxes *(LDM 6)*	• 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	A note indicates that all utility boxes will be screened per the city detail	TBD	**1.** Please show transformers and other utility boxes when their locations are determined. **2.** If box locations are not determined by final site plans, add a note to plan stating that all utility boxes are to be landscaped per the detail. **3.** 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	• Seed mixes are proposed for the detention pond • The correct shrub coverage is provided • Canopy woodland replacement trees are proposed around both ponds, as required and allowed	• Yes • Yes • Yes	**Please make it clearer with hatching what areas will receive the stormwater mix and indicate with a different hatching what will be done with the areas outside of that seed mix.**

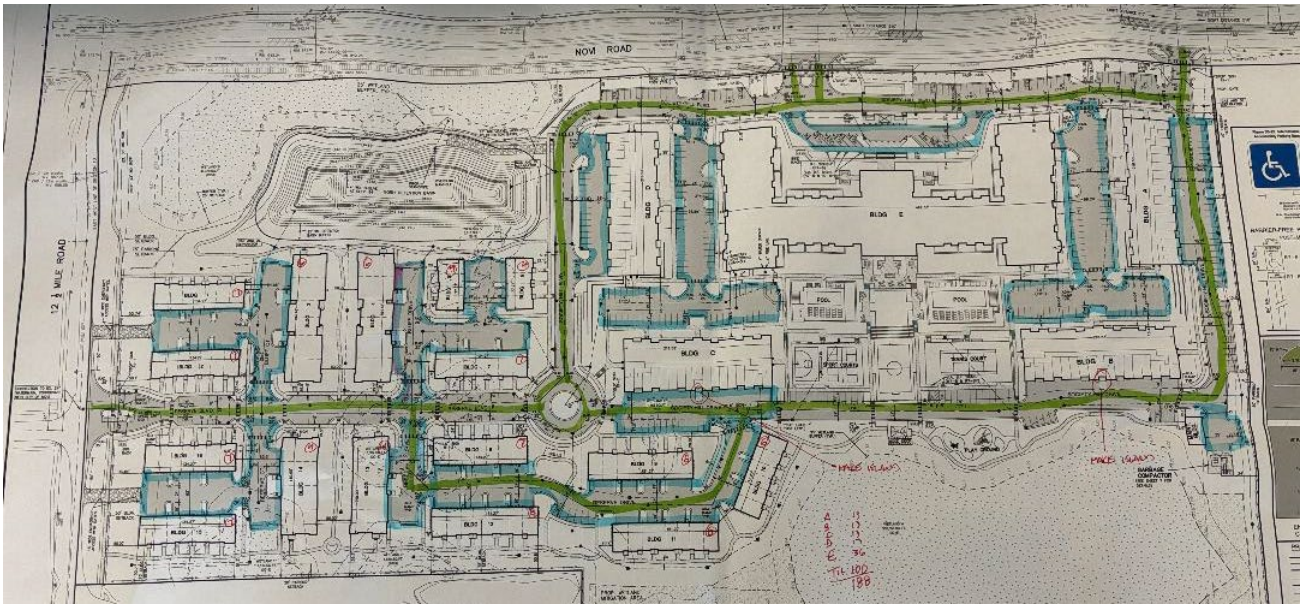
Item	Required	Proposed	Meets Code	Comments
	• Include seed mix details on landscape plan			
Landscape Notes and Details– Utilize City of Novi Standard Notes				
Plant List (LDM 4,11) – Include all cost estimates				
Quantities and sizes		Yes	Yes	
Root type		Yes	Yes	
Botanical and common names	• At least 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 (max 10% species and 15% genus).	• 23 of 49 species used (47%) are native to Michigan. • The number of red maples of various cultivars exceeds the 10% species limit • The number of crabapples, in total, exceeds the genus limit • Evergreens are not supposed to make up more than 10% of the total number of woodland replacements planted on the site but 36% of the trees (24% of the credits) are evergreens	• No • No • No • No	1. Breakdowns of the non-woodland replacements and woodland replacements are provided at the end of this chart. **2. Please use more native species in the plant mix and increase the number of plants of the swamp white oaks, sugar maples and American lindens, which are basically token quantities.** **3. Please reduce the number of crabapples to meet the 15% maximum for a genus. Adirondack and Radiant crabs are especially heavily used.** **4. Please reduce the number of red maples used for non-woodland replacements to only 10% for the species.** **5.** Bowhall maples do not have a sufficiently large mature canopy width to count as a canopy tree. **Please use a larger selection.** **6. Please reduce the total number of evergreen trees used**

Item	Required	Proposed	Meets Code	Comments
				as replacements to 10% or less. 7. Woodland replacements are not required to follow the same diversity requirements as non-woodland replacements, in order to more closely resemble what was removed. The applicant is encouraged to use more species such as sugar maple, American elm (Dutch elm resistant varieties), oaks, American beech, hickories (undersized trees could be used in order to obtain them) in place of some of the replacement species selected that don't appear on the tree survey).
Type and amount of lawn		Sod	Yes	
Cost estimate (LDM 10.h.(11))	For all new plantings, mulch and sod as listed on the plan	Yes	Yes	Please use a unit cost of $375 ea for all subcanopy trees and $3.00/syd for seed.
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	A standard berm cross section detail is provided	Yes	As no berms are proposed, this detail can be removed from

Item	Required	Proposed	Meets Code	Comments
	• 6" top layer of topsoil			the plan set if desired.
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	• There are no overhead utilities along Novi Road • An overhead wire slants across the north end of the property, mostly south of the property line and greenbelt.	No	**1. Show all utilities on landscape plan.** **2. Space all trees appropriately from utility lines, poles and utility structures**
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	A number of walls short in height are proposed	TBD	Provide dimensioned wall details and TW/BW elevations.
Walls greater than 3 ½ ft. should be designed and sealed by an Engineer		TBD	TBD	If walls are taller than 3 ½ feet, please have engineer design, sign and seal.
Notes *(LDM 10) – 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	Yes	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 in writing 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	No	No	**Please add note along the south property lines of both parcels.**
Irrigation *(LDM 10.l.)*	A fully automatic irrigation system and a	A note indicates that an irrigation	No	**1.** Please add an irrigation plan or

Item	Required	Proposed	Meets Code	Comments
	method of draining is required with Final Site Plan	system plan will be provided in the stamping sets		information as to how plants will be watered sufficiently for establishment and long- term survival with the Final Plans, not the Stamping Set **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 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 tree Credit Chart in LDM	No		
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	Correct sizes are shown on the plant lists	Yes	
Plant size credit *(LDM11.b)*	NA	None taken		
Prohibited Plants *(LDM 11.b)*	Do not use any plants on the Prohibited Species List	No prohibited plants are proposed	Yes	
Recommended trees for planting under overhead utilities *(LDM 3.e)*	Label the distance from the overhead utilities	There is an overhead line crossing the northern end of the site.	TBD	**1. Clearly show any overhead lines on the landscape plan.** **2. If they will remain, use appropriately sized trees near and under them.** **3. If they will be removed, please note that.**
Collected or Transplanted trees *(LDM 11.b.(2)(c)*		None		

Item	Required	Proposed	Meets Code	Comments
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. • Include in cost estimate.	Included in planting details	Yes	



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.

Non-Woodland Replacement Tree Diversity					
Society Hill			4/4/2024	MAX PER LDM 4	
				10%	15%
Symbol	**Count**	**Native**	**Species Ct**	**%species**	**%genus**
ABU	47	1	1	6%	6%
AFU/AP/AF/AR	126	1	1	15%	16%
AS	4	1	1	0%	
ACU	41		1	5%	5%
APU	4		1	0%	0%
BNU	29		1	4%	8%
BP	38	1	1	5%	
CAU/CA	21	1	1	3%	8%
CFU/CF	42	1	1	5%	
GTU	56	1	1	7%	7%
LS	10		1	1%	1%
LTU/LT	34	1	1	4%	4%
MAU	53		1	7%	18%
MPU	32		1	4%	
MRU	58		1	7%	
PGU	35	1	1	4%	4%
PSU	27	1	1	3%	3%
QB	3	1	1	0%	7%
QMU	20	1	1	2%	
QRU/QR	35	1	1	4%	
TAU	7	1	1	1%	3%
TC	15		1	2%	
ZJU	77		1	9%	9%
Subtotal	814			100%	100%
OTHER					
CR		1	1		
CS		1	1		
LB		1	1		
PO		1	1		
TS			1		
IT			1		
IV		1	1		
HP			1		
HQ			1		
HO			1		
HE			1		
SE			1		
HP			1		
LM			1		
IG			1		
AM		1	1		
CI			1		
SH		1	1		
PD			1		
LE			1		
RF		1	1		
VP			1		
VT		1	1		
WF			1		
AL			1		
CA			1		
PV		1	1		
Total		23	49		
		47%			

Woodland Replacements Breakdown			
Society Hill			
Symbol	**Count**	**% species**	
ARR	33	11%	
ASR	16	5%	
BP	16	5%	
CO	16	5%	
GTR	3	1%	
LTR	29	9%	
QBR	44	14%	
QMR	15	5%	
QRR	5	2%	
TAR	22	7%	
ABR	52	17%	36%
PGR	28	9%	
PSR	32	10%	
Subtotal	311	100%	36%

WOODLAND & WETLAND REVIEW
Original Review 4/18/24
Updated Wetland 6/11/24

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April 18, 2024

Lindsay Bell
Planner – Community Development
City of Novi
45175 Ten Mile Road
Novi, MI 48375

Submitted electronically to lbell@cityofnovi.org

Re: Society Hill – Woodland/Wetland Review (JSP24-04)

Dear Lindsay,

Merjent, Inc. (Merjent) has conducted a review of the preliminary site plan (PSP) for the Society Hill (also referred to as West Side of Novi Road Between 12 Mile Road and 12 ½ Mile Road; site) prepared by Seiber Keast Lehner and Allen Design (date 3/25/2024). Merjent reviewed the plan 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 southwest of the intersection of 12 ½ Mile Road and Novi Road and is proposed within parcels 50-22-10-400-020 through 50-22-10-400-028 with an additional parcel located further south at parcel number 50-22-10-400-055. The site contains City-regulated woodlands and City-regulated wetlands (**Figure 1** and **Figure 2**).

Woodlands

Woodland Recommendation: Merjent **does not recommend approval** of the Society Hill PSP. 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. **Note that both the woodlands and property limits depicted on the City map are considered approximations** (**Figure 1**)**.** Pursuant to Section 37-2 and Section 37-4 of Chapter 37, Woodlands Protection, woodland areas can be identified by additional features such as soil quality, habitat quality, tree species and diversity, health and vigor of tree stand, understory species and quality, presence of wildlife, and other factors such as the value of the woodland area as a scenic asset, wind block, noise buffer, healthy environment, and the value of historic or specimen trees. A site visit was performed on April 12 and 15, 2024 to verify and review the extent of woodlands on-site. Merjent has

determined that the majority of the trees on-site should be considered regulated woodland due to the stand density and connectivity to other larger regulated woodland areas. Additionally, various wildlife such as raccoons (*Procyon lotor*), wild turkeys (*Meleagris gallopavo*), and mallard ducks (*Anas platyrhynchos*) were seen throughout the site. **Figure 1** (attached) has a modified polygon showing the additional approximate woodland areas onsite. Select photos from the site visits are included in **Attachment A**.

a. Some trees have been noted to be outside of the "regulated woodland line." These trees are considered to be within a regulated woodland due to the stand composition and connectivity to a larger woodland area. The PSP should be revised to include these trees to be counted as regulated woodland removals and should be assigned replacement values.
b. Accordingly, additional trees may need to be surveyed in the southern portion of the site to account for the expanded regulated woodland.

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 plan has proposed the removal of 1,338 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. Comment five (below) may affect the total number of proposed trees for removal.

5. **Woodland Replacement**. Based on review of the plan, the following woodland replacements are currently listed:

Tree Size (DBH, inches)	Number of Trees	Ratio Replacement/Removed Tree	Total Replacements Required
8-11	610	1	610
12-20	598	2	1,196
21-29	125	3	375
30+	1*	4	4*
Multi-stem	4	Sum of Stem DBH/8 (rounded up)*	17
Total	**1,338**	**-**	**2,202**

*Current PSP does not have many of these trees counted and should be adjusted accordingly (see below).

After reviewing the tree survey, the following trees appear to have incorrect replacement values:

- 1952
- 9132
- 264
- 266
- 317
- 1171
- 1172
- 1421
- 1487
- 1488
- 1533
- 1536

The trees above should have their replacement values reviewed and fixed accordingly. Additionally, the inclusion of some trees currently listed as "Exempt" will affect the total replacements required.

6. 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.
    b. Payment to the City of Novi Tree Fund at a 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).

    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.

    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. Based on a successful inspection two years after installation of the on-site Woodland Replacement trees, the Woodland Replacement Performance Guarantee shall be returned to the Applicant. The Applicant is responsible for requesting this inspection. See Chapter 26.5, Section 26.5-37 for additional information.

    While not necessary for PSP approval, sheet L-4 does provide a list of species that are proposed be planted. It should be noted that non-native species such as *Malus* spp., *Tilia cordata*, and *Thuja standishii* x *plicata* will not be counted as viable woodland replacement species. Section 37-8 of the City of Novi Woodlands Protection Ordinance and the City of Novi Landscape Design Manual provide guidelines for replacement trees, should they be planted.

7. **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.

8. 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.

9. Based on a site visit performed on April 12 and 15, 2024, the trees depicted in the site plan for the parcel boundary are partially accurate and the tree survey matches what is within the parcel boundary. **However**, per Section 37-28, all such trees shall be identified in the field by the painting of identifying numbers in nontoxic paint of a white, yellow, or orange color, or by a tree identification tag affixed loosely with a single nail and should accompany a tree survey with matching numbers. Many of the trees onsite were not marked via any of the aforementioned methods or had tree tags that did not match the numbers in the survey. Prior to recommending PSP approval, trees equal to or larger than eight

inches DBH should be tagged in the field and accurately identified on site plans (with matching tags). Due to the inconsistencies in tree survey identifiers and onsite conditions, an additional review will be performed after the trees have been correctly tagged with matching values in a tree survey.

Photographs of the site visit are enclosed in **Attachment A**. Select photos are included that compare approximate trees with values listed in the PSP.

Wetlands

Wetland Recommendation: Merjent **does not recommend approval** of the Society Hill PSP based on the comments provided below.

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 (**Attachment B**). 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 (**Attachment B**).

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
Wetland Mitigation	Required
Environmental Enhancement Plan	Required, Mitigation Plan
Wetland Buffer Authorization	Required
EGLE Wetland Permit	Required
Wetland Conservation Easement	Required

Wetland Review Comments

1. PSP sheet number two depicts six wetlands (Wetlands A through F) but subsequent sheets in the PSP depict seven wetlands onsite. Additionally, sheet two and sheets three and four depict the wetlands with differing identifiers. For a consistent review, the applicant should depict all wetlands onsite with unique identifiers, classification, and sizes that are consistent throughout the site plan.

2. Merjent reviewed a Wetland Boundary Determination conducted by the Mannik and Smith Group (MSG) on November 28, 2023. Merjent concurs with their review, however, Merjent conducted additional site visits on April 12 and 15, 2024 and found additional areas that may be considered

wetlands and/or streams onsite (see comments below). For the purposes of this review, wetlands will be addressed using the identifiers on sheets three and four. The photographs provided in **Attachment A** may be labeled using identifiers from sheet two, but captions will address any inconsistencies.

a. Although one of the site visits was performed during rain, an additional site visit was conducted during drier conditions; both site visits were conducted during normal antecedent precipitation conditions (**Attachment B**). The wetland boundaries depicted on the site plans semi-accurately depict the wetlands onsite. Four potential wetland areas may have been missed during previous reviews. Additionally, Wetlands D and C may have potential connections that were identified in a previous delineation that appear to still be present. Photos of each subsequent area with GPS coordinates are provided in **Attachment A**, additional attachments/maps of these areas are provided in **Attachment B**, and brief explanations are provided below addressing each area from north to south throughout the site.
    - Potential Missed Wetland 1 – identified in **Attachment B** as "Potential Missed Wetland." This area contained standing water, water-stained leaves, and a dominant cover of green ash (*Fraxinus pennsylvanica*) saplings and young trees during both site visits. This area is in proximity to Tree 99 (green ash) identified in the tree survey. Inundation is visible on various aerial imagery photographs.
    - Potential Missed Wetland 2 – identified in **Attachment B** as "Potential Missed Vernal Pool." This area was flooded during both site visits and displays characteristics typical of a vernal pool. Inundation is visible on various aerial imagery photographs.
    - Potential connection between Wetlands C, D, and B – identified in **Attachment B** as "Potential Connection Between Wetlands." Portions of this area exhibited characteristics of a stream and contained water-stained leaves and various wetland grasses, sedges, and skunk cabbage (*Symplocarpus foetidus*). Water was present during both site visits. A stream like connection can be seen in this area on aerial imagery.
    - Potential Wetland Extension – identified as "Potential Wetland E Extension" in **Attachment B**. This area exhibited water-stained leaves, standing water, and is proximal to wetland trees such as green ash and American elm (*Ulmus americana*) as identified by Trees 910, 754, and 761-764 in the tree survey.
    - Potential Missed Wetland 3 – identified as "Potential Hillslope Wetland and Associated Stream" in **Attachment B**. This area exhibited a groundwater seep or perched spring atop a hillslope with spikerushes (*Eleocharis* sp.), sedges, and sweet woodreed (*Cinna arundinacea*). The area drained into a swale that empties into Wetland B.
    - Potential Missed Wetland 4 – identified as "Potential Southeastern Wetland Missed" in **Attachment B**. This area is a concave depression and contained water-stained leaves. This area is dominated by wetland trees identified as Trees 1676-1682 and 1735-1738 in the tree survey.
    - MSG noted an area identified as Wetland G on sheets 3 and 4 but is absent from sheet 2. As previously mentioned, all sheets related to wetlands should consistently identify all wetlands.

b. Due to the numerous wetlands potentially missed by the applicant in both MSG's and this review, it is recommended that the applicant provide a wetland delineation report detailing why the aforementioned areas may or may not be wetlands. Additionally, it is recommended that the applicant conduct U.S. Army Corps of Engineers (USACE) wetland data forms at each of

these areas to verify the presence/absence of all three wetland criteria. Alternatively, the applicant can request a Level 3 Wetland Identification Program (WIP) through EGLE to verify the presence/absence of additional wetlands onsite.

c. The City of Novi Code of Ordinances, Chapter 12, Article V defines an essential wetland as meeting one or more of the criteria listed in subsections 12-174(b)(1) through (10). Any additional wetlands found onsite will likely meet one or more of the essentiality criteria due to the presence of flooding found onsite and multiple mallards, turkeys, and raccoons seen throughout the site during the site visits.

3. EGLE is the final authority of the location and regulatory status of state-regulated wetlands in Michigan. It has been discovered that different variations of the site plan have been provided to EGLE and permits have been granted by EGLE for differing site plans.

   To ensure consistent reviews between both the City and EGLE, this review letter may be provided to EGLE for their review associated with site *63-12 ½ Mile Road & Novi Road-Novi* in the MiEnviro Portal.

   As mentioned above, EGLE is the final authority of the location and regulatory status of state-regulated wetlands in Michigan. Upon review of the MiEnviro Portal site *63-12 ½ Mile Road & Novi Road-Novi*, a Pre-application Meeting appears to have been conducted in June 2023 under a different site plan design. Typically, EGLE Pre-application Meeting results are bound for two years provided project locations and plans are not altered.

4. 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.

   Because of the potentially missed wetlands, Merjent is unable to determine if additional 25-foot setbacks will be impeded. An updated delineation/site plan verifying the presence or absence of the potentially missed wetlands will be required prior to making this determination.

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. As previously mentioned, onsite wetlands types should be individually quantified on site plans to determine if mitigation will be required. Additionally, MSG noted in their review (Comment 1) that wetland types be individually quantified on the PSP. As currently presented, a conservative mitigation ratio of 2:1 will need to be utilized for all wetland impacts due to the uncertainty of wetland types onsite.

   Current wetland impacts are proposed to be 0.85 acre in size. Utilizing a mitigation ratio of 2:1, approximately 1.69 acres of wetland mitigation are required for this project. Sheet 15 states that 0.92 acre of mitigation will be provided onsite. The applicant needs to account for the additional 0.77 acre of mitigation whether that be on-site or off-site. Per Section 12-176 “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."

Due to the need for an additional 0.77 acre of mitigation, the applicant should provide a feasible location on-site. If on-site mitigation cannot be provided, the applicant must provide an off-site conceptual mitigation plan that contains the following information:

- The location of the proposed wetland mitigation site in relation to the proposed Society Hill 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.

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.

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

Kyle Luther, MI Registered Forester # 47070
Environmental Consultant

Enclosures:

Figure 1 – City of Novi Woodlands Map
Figure 2 – City of Novi Wetlands Map
Attachment A – Site Photographs
Attachment B – Wetland Resource Documents

CC:

Diana Shanahan, City of Novi, dshanahan@cityofnovi.org
Rick Meader, City of Novi, rmeader@cityofnovi.org
Barbara McBeth, City of Novi, bmcbeth@cityofnovi.org
Kyle Luther, Merjent, kyle.luther@merjent.com
Robb Roos, Merjent, robb.roos@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. Extended approximate woodland areas are shown in Orange.

Figure 1, Continued. **Site Oblique-angle Aerial Photography**
Oblique-angle overview of the site. Dense cover of trees and connectivity to other forested areas can be seen at the southern portion of the northern site and the southeastern corner of the southern site.

North arrows are at the top left corner of each image, and imagery dates are at the bottom left corner of each image.

Images are © All EagleView Technology Corporation

Figure 2. City of Novi Regulated Wetlands Map
Approximate Site boundary is shown in red.
(Approximate) Regulated Wetland areas are shown in turquoise.

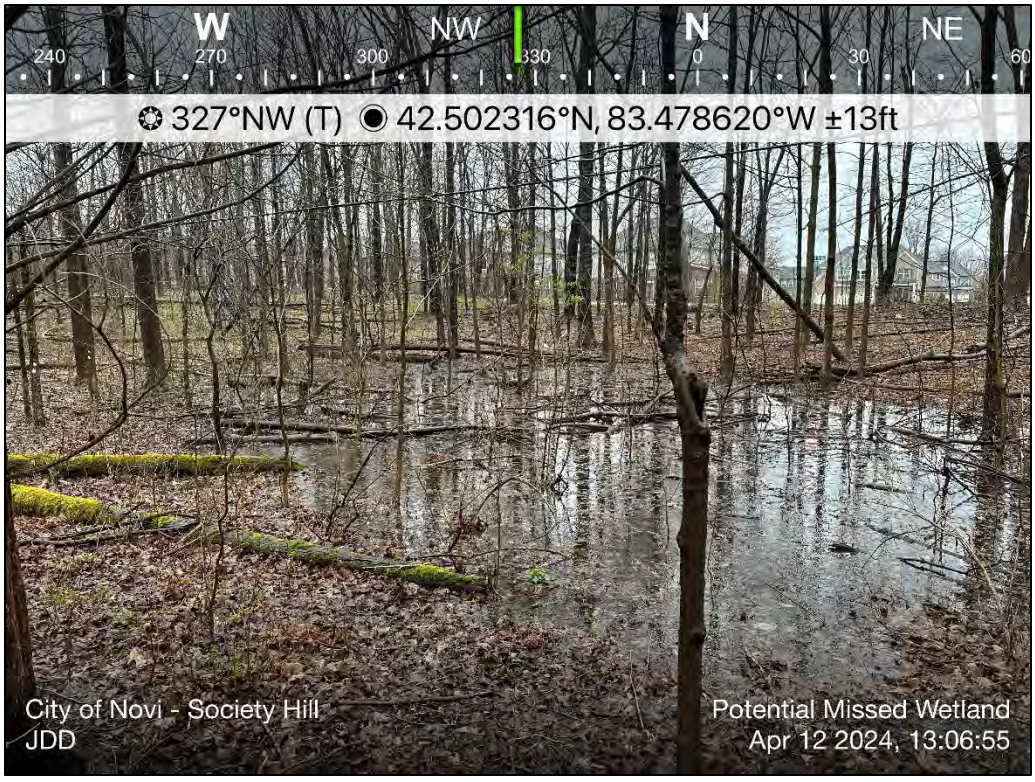
Attachment A
Site Photographs

Overview of wetland flagged at south parcel

Overview of the potential hillslope wetland identified in **Attachment B**. Also identified in comments as Potential Missed Wetland 3.

Overview of the potential southeastern wetland missed identified in **Attachment B**. Also identified in the comments as Potential Missed Wetland 4.

Overview of the potential missed vernal pool identified in **Attachment B**. Also identified in the comments as Potential Missed Wetland 2.



Overview of the potential missed wetland in **Attachment B**. Also identified in the comments as Potential Missed Wetland 1.

Stream/swale draining from Potential Missed Wetland 3.

Stream/swale draining from Potential Missed Wetland 3.

Tree tags at the southern parcel match the tree survey provided in the PSP. Tree tag 1974.

Overview of the expanded regulated woodland at the southern parcel.

Overview of the southern parcel.

Overview of the expanded regulated woodland at the southeastern portion of the northern parcel.

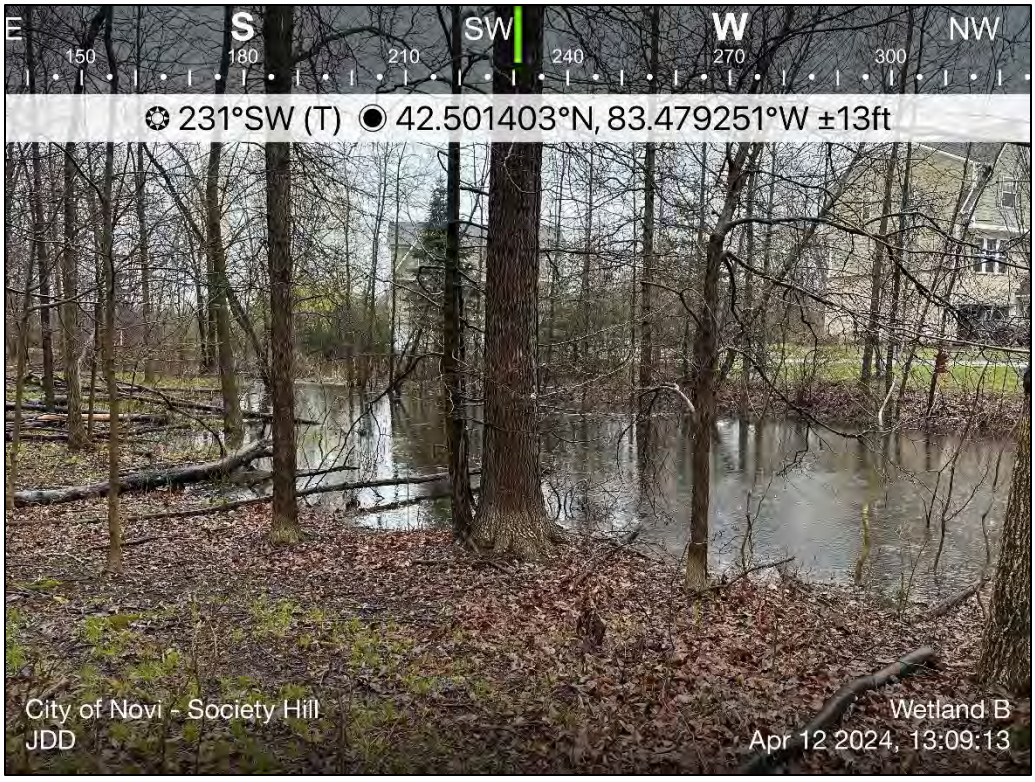
Overview of the expanded regulated woodland at the southern portion of the northern parcel.

Overview of a tree tag that does not match the survey. This tree is approximately located around Tree 679 identified in the PSP. Tree tag reads as 4339.

Overview of a tree tag that does not match the survey. This tree is approximately located around Tree 1104 identified in the PSP. Tree tag reads as 4367.

Many trees onsite did not contain any markings/tags. The trees photographed are proximal to Tree 1740 identified in the PSP.

Overview of Wetland A.



Overview of Wetland E (Wetland B on sheet two).

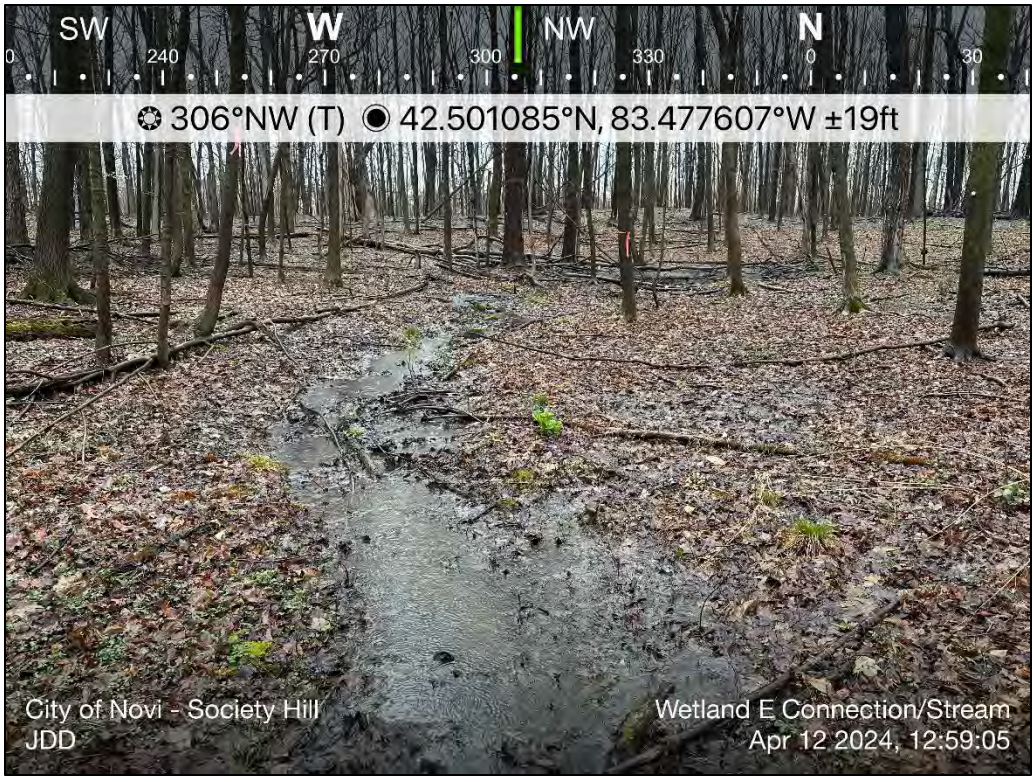
Overview of Wetland F (Wetland C on sheet two).

Overview of Wetland B (Wetland D on sheet two).

Overview of northern Wetland B (Wetland D on sheet two).

Overview of Potential connection between Wetlands C, D, and B (as identified in the comments). Area is near what is identified as Wetland E on sheet two.

Overview of Potential connection between Wetlands C, D, and B (as identified in the comments). Area is near what is identified as Wetland E on sheet two.



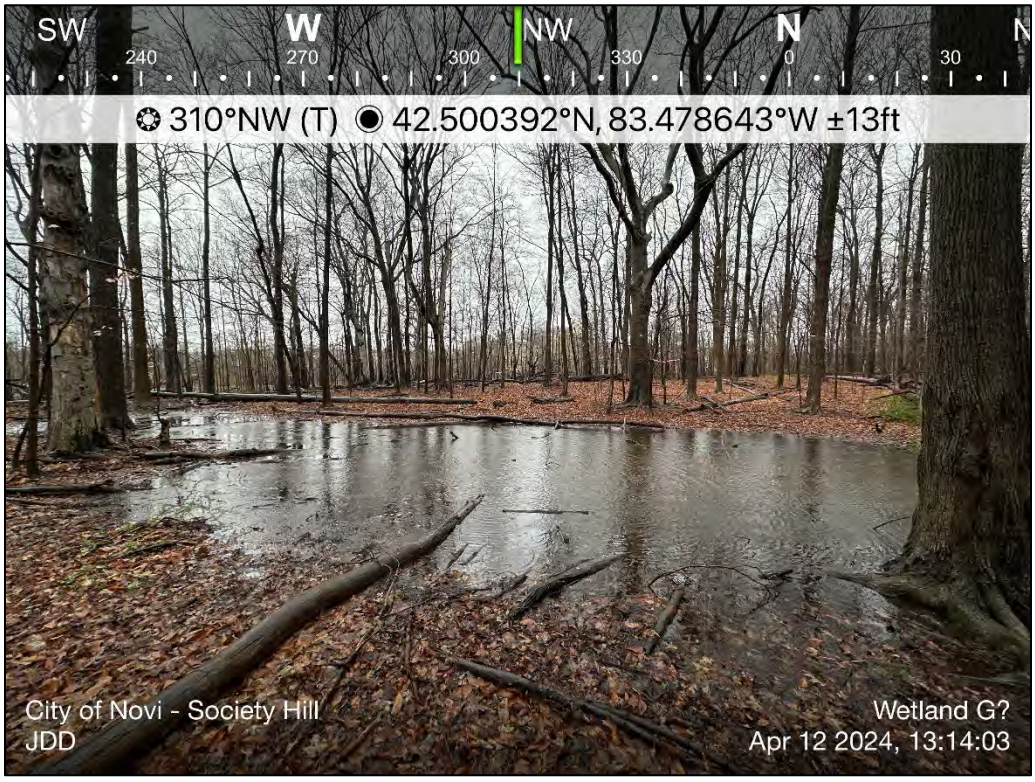
Overview of Potential connection between Wetlands C, D, and B (as identified in the comments). Area is near what is identified as Wetland E on sheet two.

Overview of Potential connection between Wetlands C, D, and B (as identified in the comments). Area is near what is identified as Wetland E on sheet two.

Overview of Potential connection between Wetlands C, D, and B (as identified in the comments). Area is near what is identified as Wetland F on sheet two.

Overview of Potential connection between Wetlands C, D, and B (as identified in the comments). Area is near what is identified as Wetland F on sheet two.

Overview of Wetland D (Wetland F on sheet two).

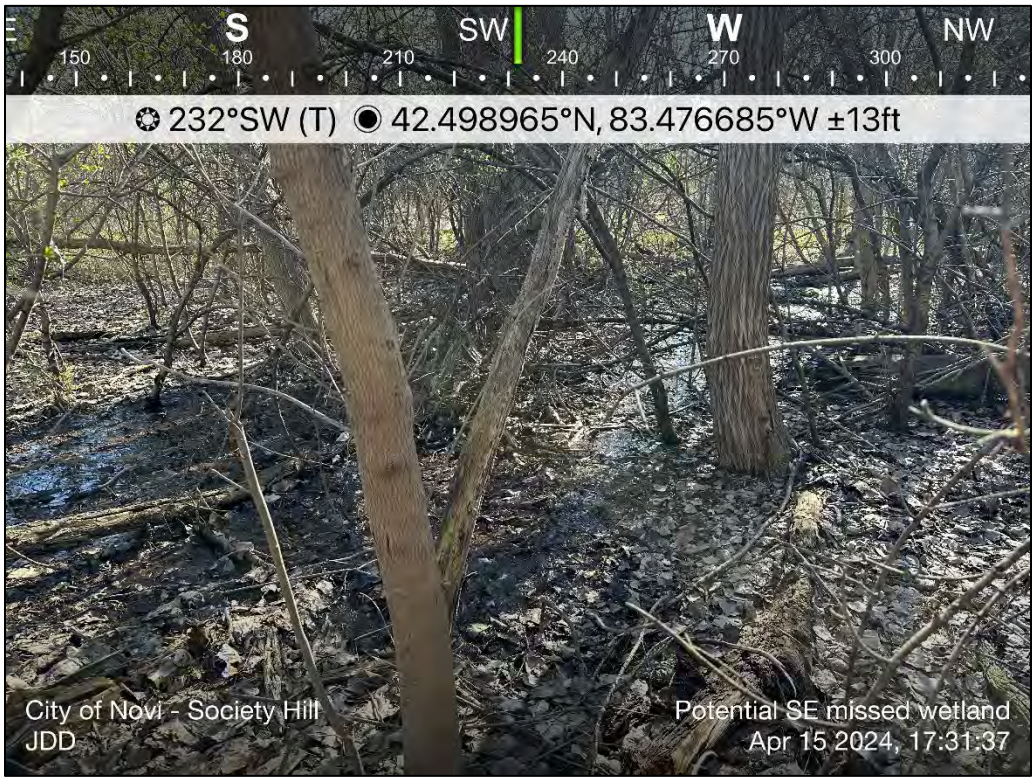


Overview of Wetland G, which is not identified on sheet two.

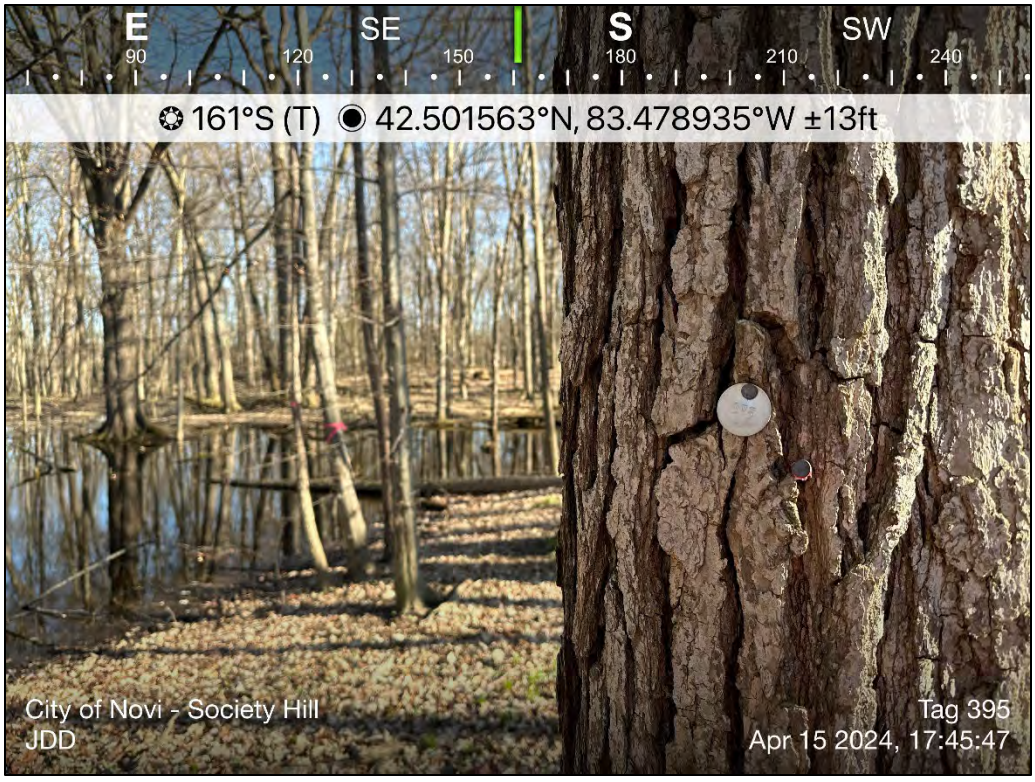
Overview of the central portion of the site. None of the trees in this area contained tree tags/markings.

Overview of Potential Missed Wetland 3.

Overview of Potential Missed Wetland 1.

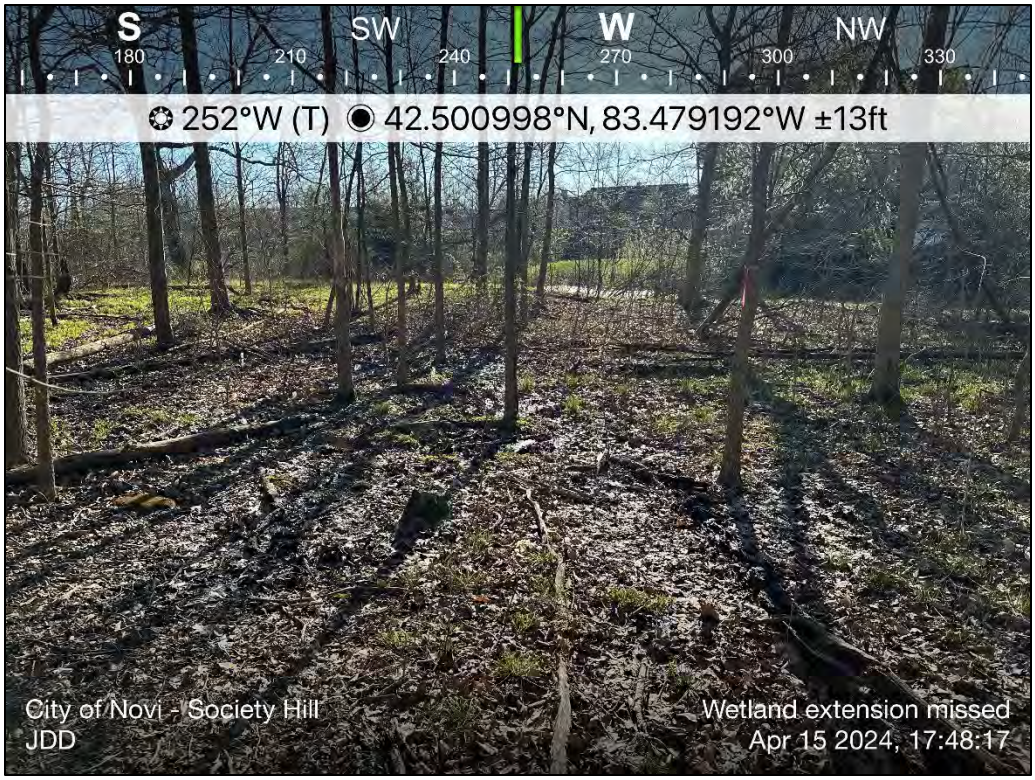


Overview of Potential Missed Wetland 4.



Overview of a tree tag that does not match the survey. This tree is approximately located around Tree 469 identified in the PSP. Tree tag reads as 395.

Overview of Potential connection between Wetlands C, D, and B (as identified in the comments). Area is near what is identified as Wetland E on sheet two.



Potential Wetland Extension (as identified in comments).

Attachment B
Wetland Resource Documents

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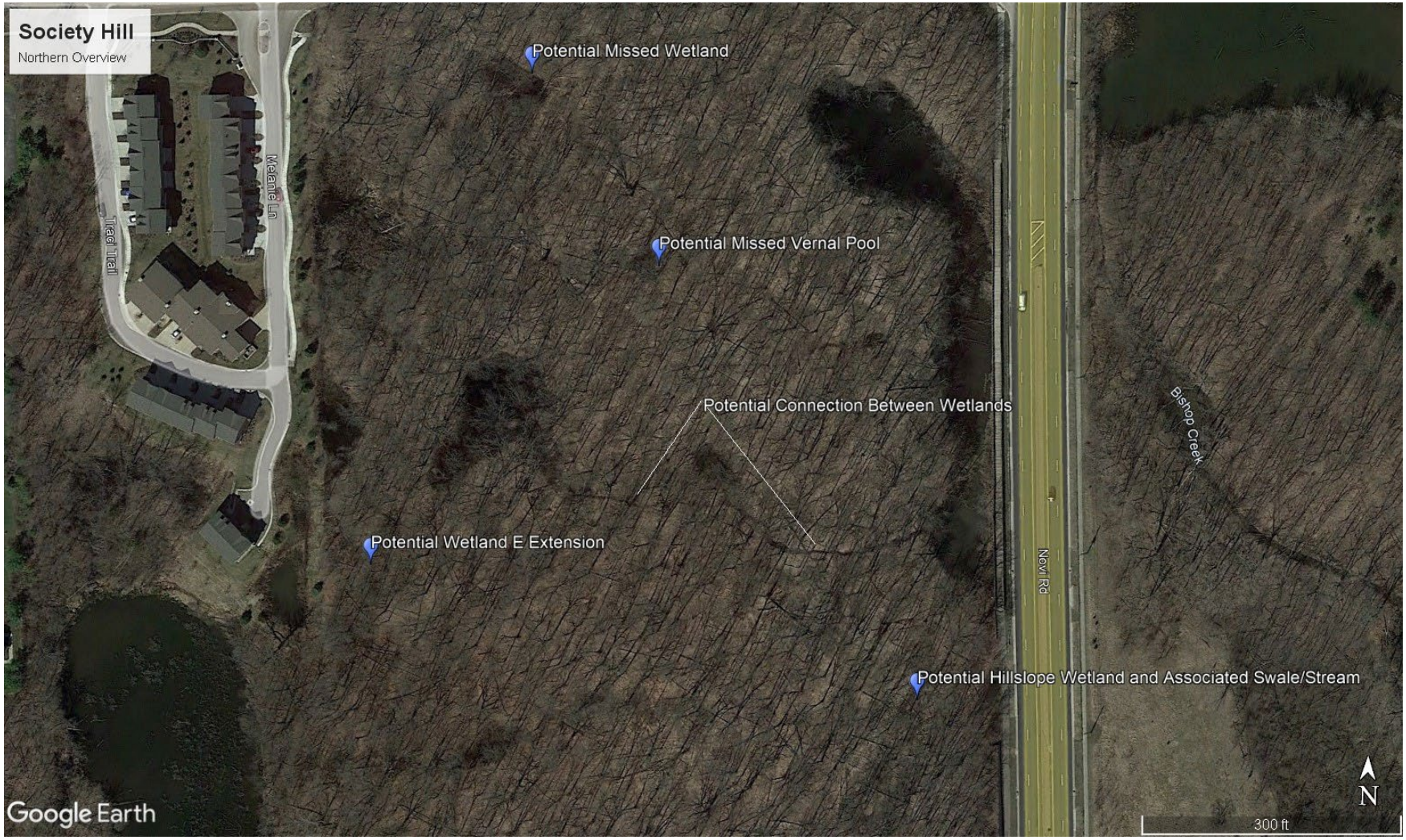
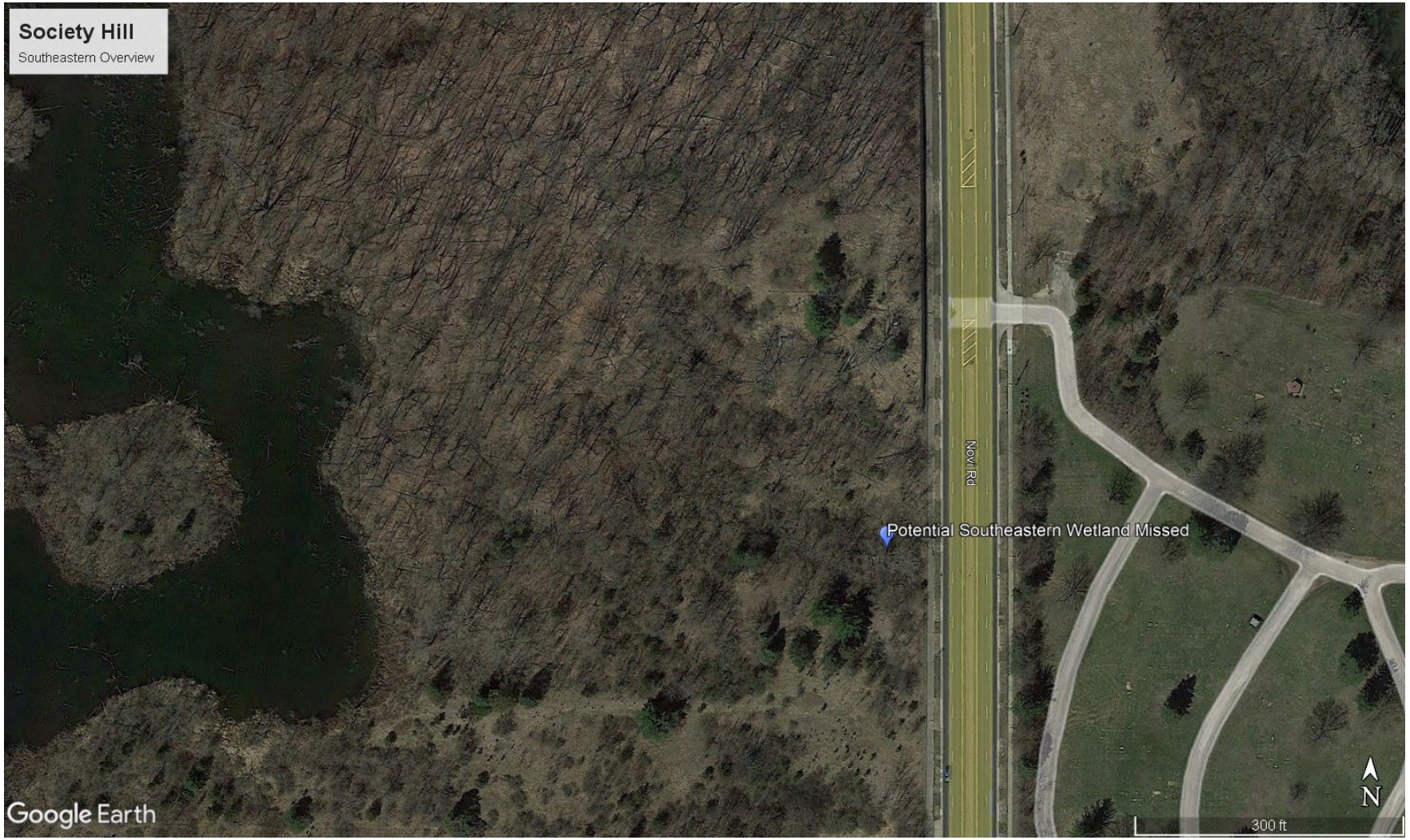
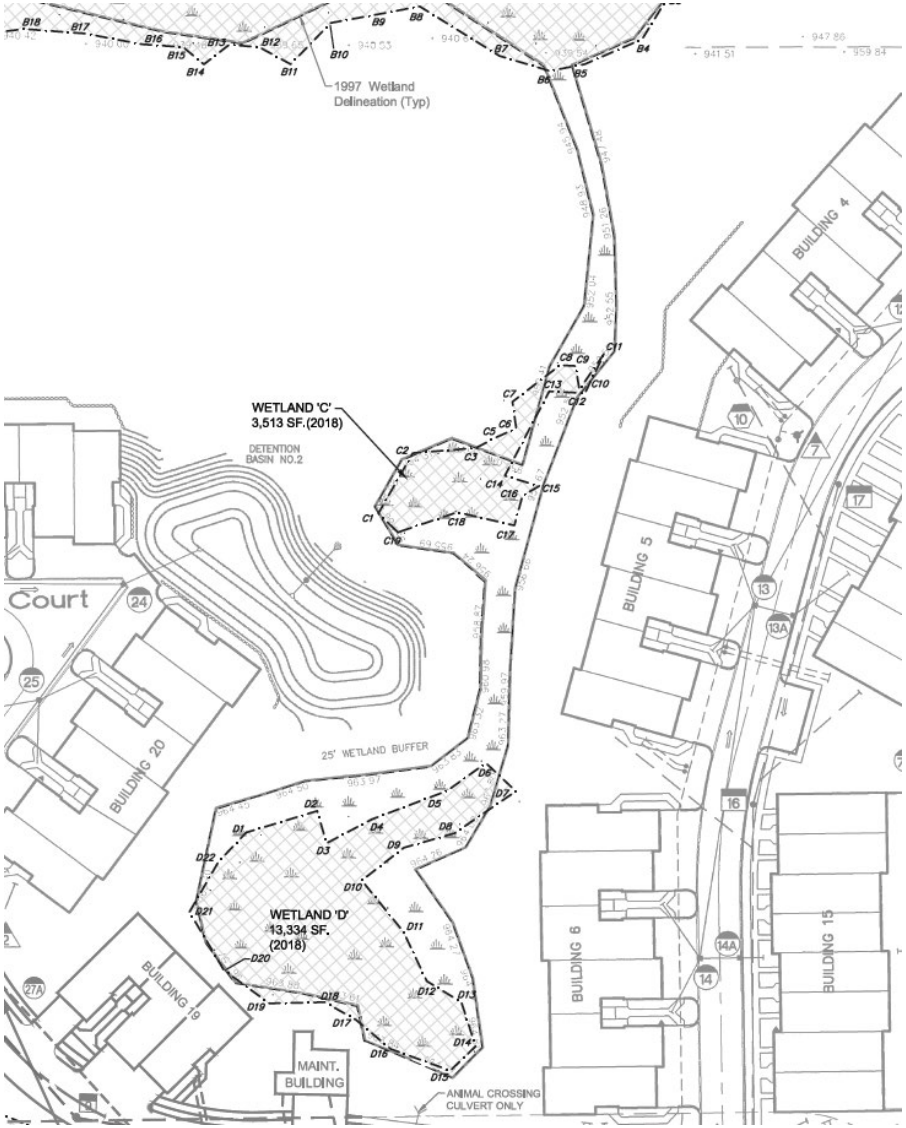


Overview of the northern portion of the site with potentially missed wetlands. Photographs of each area are included in **Attachment A**.



Overview of the southeastern portion of the northern parcel with a potentially missed wetland. Photographs of the area are included in **Attachment A**.



Plans submitted to EGLE in May 2023 showing a previous delineation with a connection between Wetlands C, D, and B. See **Attachment A** for photos of the connection. Document available via EGLE MiEnviro Portal Site Viewer, EGLE Permit WRP037494 v1.0.

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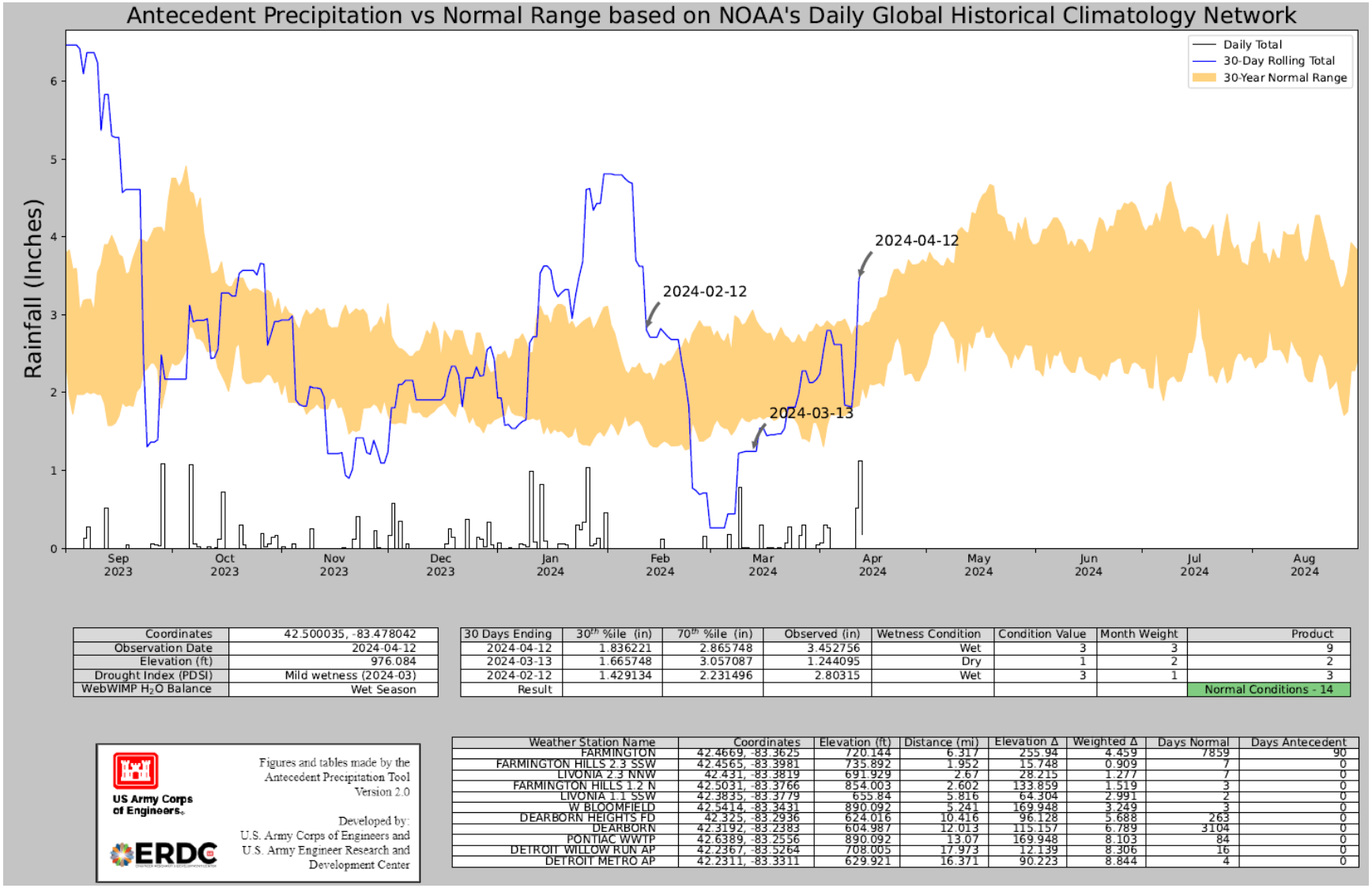

Antecedent precipitation output of the April 12, 2024 site visit showing the site visit was conducted during normal antecedent precipitation conditions.

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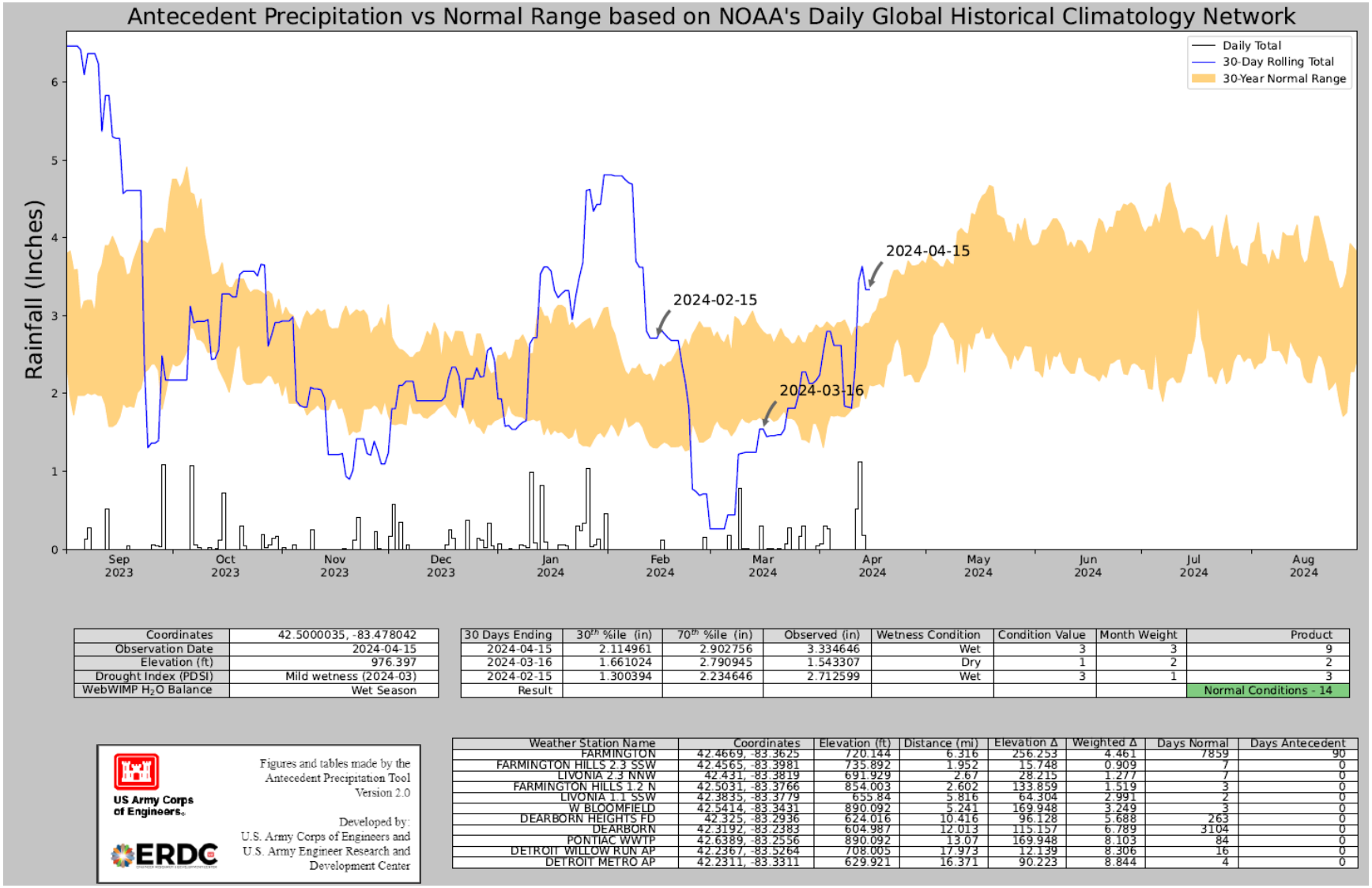

Coordinates	42.5000035, -83.478042
Observation Date	2024-04-15
Elevation (ft)	976.397
Drought Index (PDSI)	Mild wetness (2024-03)
WebWIMP H_2O Balance	Wet Season

30 Days Ending	30^{th} %ile (in)	70^{th} %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2024-04-15	2.114961	2.902756	3.334646	Wet	3	3	9
2024-03-16	1.661024	2.790945	1.543307	Dry	1	2	2
2024-02-15	1.300394	2.234646	2.712599	Wet	3	1	3
Result							Normal Conditions - 14

US Army Corps of Engineers.
ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FARMINGTON	42.4669, -83.3625	720.144	6.316	256.253	4.461	7859	90
FARMINGTON HILLS 2.3 SSW	42.4565, -83.3981	735.892	1.952	15.748	0.909	7	0
LIVONIA 2.3 NNW	42.431, -83.3819	691.929	2.67	28.215	1.277	7	0
FARMINGTON HILLS 1.2 N	42.5031, -83.3766	854.003	2.602	133.859	1.519	3	0
LIVONIA 1.1 SSW	42.3835, -83.3779	655.84	5.816	64.304	2.991	2	0
W BLOOMFIELD	42.5414, -83.3431	890.092	5.241	169.948	3.249	3	0
DEARBORN HEIGHTS FD	42.325, -83.2936	624.016	10.416	96.128	5.688	263	0
DEARBORN	42.3192, -83.2383	604.987	12.013	115.157	6.789	3104	0
PONTIAC WWTP	42.6389, -83.2556	890.092	13.07	169.948	8.103	84	0
DETROIT WILLOW RUN AP	42.2367, -83.5264	708.005	17.973	12.139	8.306	16	0
DETROIT METRO AP	42.2311, -83.3311	629.921	16.371	90.223	8.844	4	0

Antecedent precipitation output of the April 15, 2024 site visit showing the site visit was conducted during normal antecedent precipitation conditions.

merjent

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1 Main Street SE ▪ Suite 300 ▪ Minneapolis, Minnesota ▪ 55414

June 11, 2024

Lindsay Bell and Barbara McBeth
Planner – Community Development
City of Novi
45175 Ten Mile Road
Novi, MI 48375

Submitted electronically to bmcbeth@cityofnovi.org and lbell@cityofnovi.org

Re: Society Hill – Wetland Response Review (JSP24-04)

Dear Lindsay and Barbara,

Merjent, Inc. (Merjent) has conducted a review of the preliminary site plan (PSP) response letter for the proposed Society Hill development (also referred to as West Side of Novi Road Between 12 Mile Road and 12 ½ Mile Road; site) prepared by Barr Engineering Company (Barr), dated 5/23/2024. The letter was sent in response to a PSP review conducted by Merjent for the site for conformance with Article V, Wetlands and Watercourse Protection, of Chapter 12, Drainage and Flood Damage Prevention, of the City of Novi Code of Ordinances. Hereafter, Merjent's April 18, 2024 PSP Review Letter will be referred to as the "PSP Review" and Barr's May 23, 2024 PSP Review Response Letter will be referred to as the "Response Letter." Barr submitted a response to PSP Review (Wetland) Comments two, three, four, and five.

The site in reference is located southwest of the intersection of 12 ½ Mile Road and Novi Road and is proposed within parcels 50-22-10-400-020 through 50-22-10-400-028 with an additional parcel located further south at parcel number 50-22-10-400-055. The site contains City-regulated wetlands.

In PSP Review comments two, three and four, Merjent highlighted potential missed wetlands that were previously identified in past iterations of the site design to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Barr conducted an additional site visit in response to the PSP Review and collected additional data at the site. The additional data confirmed that these areas in question do not meet the criteria to be wetlands (did not contain wetland hydrology, hydric soils, and dominant/prevalent hydrophytic vegetation). Merjent is aware that Barr conducted and on-site Pre-application Meeting with EGLE during the week of April 22. Pending response and concurrence from EGLE on these areas, Merjent accepts the submitted wetland locations and proposed impacts on the 3/25/2024 PSP. However, it should be noted that Comment one should still be addressed regarding the consistent depiction of different wetlands throughout future site plan submittals.

The Response Letter also addressed Comment five regarding the amount and location of proposed wetland mitigation on-site. As requested in the PSP Review, Barr refined the impacts to differing amounts of emergent, scrub-shrub, and forested wetlands. The impacts to emergent, scrub-shrub, and forested wetlands are 0.292 acre, 0.058 acre, and 0.497 acre, respectively. Per Section 12-176 (Mitigation) and standard mitigation ratios within the City of Novi, the total required mitigation for all impacted wetlands on-site is 1.519 acres. In the Response Letter, Barr requested that 0.922 acre of wetland mitigation be constructed on-site. Barr has noted that the proposed mitigation on-site is more than a 1:1 replacement and

that “no known suitable and available wetland mitigation sites within the City [of Novi] and the Rouge River watershed have been identified which is why purchase of EGLE approved wetland mitigation bank credits is proposed.”

Merjent reviewed Section 12-176 (Mitigation) of the Code of Ordinances and past projects approved by the City of Novi under the guidance of both the Mannik and Smith Group (MSG) and Environmental Consulting and Technology, Inc (ECT). Per Section 12-176 “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.” Although wetland replacement ratios and locations shall be determined on a case-by-case basis, the replacement ratio of 1.5:1 for emergent and scrub-shrub wetlands and 2:1 for forested wetlands has been the standard for projects that were previously reviewed by both MSG and ECT. Merjent cannot recommend the deviation from this precedent due to the City’s embracement of the policy of no net loss to valuable wetlands. The wetlands on-site contain minimal invasive species and the overall site is of relatively high quality; the site contains a general lack of dense invasive species and contains undulating topography with vernal pools and undisturbed wetlands and uplands. A deviation of the standard mitigation ratio and/or purchase of EGLE Mitigation Bank Credits for a portion of the required mitigation would only be permitted if City Council grants an exception from the Code requirements.

Should you have any questions or concerns with this response, 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

CC:
Thomas Schultz, tschultz@rsjalaw.com
Robb Roos, Merjent, robb.roos@merjent.com

TRAFFIC REVIEW

AECOM
39575 Lewis Dr, Ste. 400
Novi
MI, 48377
USA
aecom.com

Project name:
JSP24-04 – Society Hill Concept Traffic Review

From:
AECOM

Date:
April 17, 2024

To:
Barbara McBeth, AICP
City of Novi
45175 10 Mile Road
Novi, Michigan 48375

CC:
Lindsay Bell, James Hill, Heather Zeigler, Humna Anjum, Diana Shanahan, Adam Yako

Memo

Subject: JSP24-04 – Society Hill Concept Traffic Review

The concept site plan was reviewed to the level of detail provided and AECOM recommends **denial** as long as the comments provided below are adequately addressed to the satisfaction of the City.

GENERAL COMMENTS

1. The applicant, E & M Holding, LLC, is proposing 21 buildings consisting of 463 residential units as well as a clubhouse.
2. The development is located on the southwest corner of Novi Road and 12 and ½ Mile Road. Novi Road and 12 and ½ Mile Road are both under the jurisdiction of the City of Novi.
3. The site is zoned RM-1 (Low-Density Multiple Family).
4. The following traffic related deviations were granted under the 1999 Final Site Plan:
    a. Access to a major thoroughfare deviation for entrance on 12 ½ Mile Road.
5. The following traffic related deviations will be required if changes are not made to the plans:
    a. Below standard entrance taper at 12 ½ Mile entrance.
    b. Lack of Traffic Impact Study.

TRAFFIC IMPACTS

1. AECOM performed an initial trip generation based on the ITE Trip Generation Manual, 11th Edition, as follows.

    ITE Code: 221 – Multifamily Housing (Mid-Rise)
    Development-specific Quantity: 463 Units
    Zoning Change: N/A

Trip Generation Summary	Estimated Trips	Estimated Peak-Direction Trips	City of Novi Threshold	Above Threshold?
AM Peak-Hour Trips	192	148	100	Yes
PM Peak-Hour Trips	181	110	100	Yes
Daily (One-Directional) Trips	2162	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 Study (TIS)	Estimated trips are above the City's threshold. The applicant provided a memo comparing the trip generation associated with the 1999 final site plan and the current revised plan and is requesting a waiver for a TIS. AECOM does not support this waiver based on the following: • Traffic Conditions today have changed significantly compared to 1999. • Background developments and roadway networks have also undergone significant changes over the last 25 years. • Per Site Plan and Development Manual, p. 46: "Traffic Impact Statements and Assessments are required for new phases to existing projects meeting the above thresholds and for substantial changes to projects with a Traffic Impact Statement or Assessment greater than two years old and where roadway conditions have changed……" • Per Site Plan and Development Manual, p. 47: "Traffic count data shall not be over two years old, except the City may permit counts up to three years old to ….."

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	24' and 26' at boulevard entrances, 30'	Met	Label distance from island to edge of road at 12 ½ Mile Road entrance in future submittal.
3	Driveway Taper | O Figure IX.11			

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
3a	Taper length	50' entering and exiting	**Partially Met**	**50' taper at entrance taper is not within the required range of 75' to 100' at the 12 ½ Mile entrance. A waiver is required if not revised, AECOM would support this waiver.**
3b	Tangent	0'	Met	Within required range.
4	Emergency Access | O 11-194.a.19	3 entrance/exits and 2 emergency access points	Met	
5	Driveway sight distance | O Figure VIII-E	510'	Met	
6	Driveway spacing			
6a	Same-side | O 11.216.d.1.d	>230'	Met	
6b	Opposite side | O 11.216.d.1.e	-	N/A	
7	External coordination (Road agency)	-	N/A	
8	External Sidewalk | Master Plan & EDM	5' along 12 ½ Mile, 8' along 12 Mile	Met	
9	Sidewalk Ramps | EDM 7.4 & R-28-K	Detail included, Indicated on plan	Met	**Update R-28 detail on sheet ND to latest R-28-K detail.**
10	Any Other Comments:	Details included for pulling back existing islands on Novi Road to allow for left turns. **Label yellow color and solid/broken proposed pavement markings on Novi Road.**		

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
11	Loading zone | ZO 5.4	-	N/A	
12	Trash receptacle | ZO 5.4.4	Garbage compactor in southwest corner of site	Met	
13	Emergency Vehicle Access	Provided	Met	
14	Maneuvering Lane | ZO 5.3.2	Dimensioned	Met	
15	End islands | ZO 5.3.12			
15a	Adjacent to a travel way	Added end island details	Met	

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
15b	Internal to parking bays	Not dimensioned	**Inconclusive**	**Provide dimensions (radius and width) in future submittal.** Note internal islands are not required to be 3' shorter than adjacent parking space.
16	Parking spaces | ZO 5.2.12	942 proposed (garage, behind garage, surface)		See Planning review letter.
17	Adjacent parking spaces | ZO 5.5.3.C.ii.i	<15 spaces in one bay	Met	
18	Parking space length | ZO 5.3.2	17', 17.5' and 19' perpendicular spaces, 19' angled and 23' parallel spaces	Met	
19	Parking space Width | ZO 5.3.2	8' parallel spaces, 9' all other spaces	Met	
20	Parking space front curb height | ZO 5.3.2	Details provided	Met	**Revise detail on sheet 6 to "Reduce to 4" in front of 17' long parking spaces".**
21	Accessible parking – number | ADA	13 proposed	Met	
22	Accessible parking – size | ADA	8' with 5' aisles, 8' with 8' aisles van accessible	Met	
23	Number of Van-accessible space | ADA	7 proposed (4 surface, 3 under ground)	Met	
24	Bicycle parking			
24a	Requirement | ZO 5.16.1	1 space for each 5 dwelling units required, 94 proposed (24 surface, 70 in buildings)	Met	
24b	Location | ZO 5.16.1	3 surface locations indicated	Met	
24c	Clear path from Street | ZO 5.16.1	6' shown only in front of bike rack, 5' leading up to bike rack	**Partially Met**	**Per the Zoning Ordinance "All bicycle parking facilities shall be accessible from adjacent street(s) and pathway(s) via a paved route that has a minimum width of six (6) feet."**
24d	Height of rack | ZO 5.16.5.B	Detail provided, height dimension not shown	**Inconclusive**	**Provide in future submittal, 3' required.**

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
24e	Other (Covered / Layout) | ZO 5.16.1	Detail provided	**Partially Met**	**Dimensions on either side of racks don't meet requirements in Text Amendment 18.301.**
25	Sidewalk – min 5' wide | Master Plan	5' and 7' in front of 17' parking spaces	Met	
26	Sidewalk ramps | EDM 7.4 & R-28-K	Indicated and detail provided	Met	**Update R-28 detail on sheet ND to latest R-28-K detail.**
27	Sidewalk – distance back of curb | EDM 7.4	0' and 6'	Met	
28	Cul-De-Sac | O Figure VIII-F	-	N/A	
29	EyeBrow | O Figure VIII-G	-	N/A	
30	Turnaround | ZO 5.10	-	N/A	
31	Any Other Comments:			

SIGNING AND STRIPING				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
32	Signing: Sizes | MMUTCD	Indicated	Met	
33	Signing table: quantities and sizes	Provided	Met	**The quantities should reflect the R7-8 and R7-8p as separate signs, i.e., at the van accessible space there is 1 R7-8 sign and 1 R7-8p sign.**
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	Provided	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	Provided	Met	

SIGNING AND STRIPING				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
43	Any Other Comments:	The applicant indicated maintaining traffic details for entrance/exit work will be provided in final site plan submittal. **Could include a R4-7 sign at each boulevard island. Provide one-way/do not enter signs at one-way drive in front of building E.**		

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

April 15, 2024

City of Novi Planning Department
45175 W. 10 Mile Rd.
Novi, MI 48375- 3024

Façade Review Status Summary:
Approved – Section 9 Waiver Recommended for overage of Horizontal Fiber Cement Siding.

Re: FACADE ORDINANCE REVIEW
Society Hill Concept Plan, JSP24-04
Façade Region: 1, Zoning District: RM-1,

Dear Ms. McBeth;
This façade review is based on the drawings by Krieger Klatt Architects dated 3/25/24. 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.

Buildings A-D (4-Story)	Front	Left	Rear	Right	Ordinance Maximum (Minimum)
Brick	39%	59%	42%	59%	100% (30% Min)
Wood Siding (Horizontal Fiber Cement)	**14%**	0%	**20%**	0%	0%
Fiber Cement Panels (No Pattern, Similar to EIFS)	22%	19%	21%	19%	25%
Standing Seam Metal (Or EIFS?)	25%	22%	17%	22%	25%

Buildings E (4-Story)	Front	Left	Rear	Right	Ordinance Maximum (Minimum)
Brick	36%	49%	33%	48%	100% (30% Min)
Limestone	12%	0%	11%	0%	50%
Wood Siding (Horizontal Fiber Cement)	**23%**	**18%**	**26%**	**18%**	0%
Fiber Cement Panels (No Pattern, Similar to EIFS)	12%	12%	14%	12%	25%
Standing Seam Metal (Or EIFS?)	17%	21%	16%	22%	25%

Townhomes, 3-Story (Residential Style Architecture)	Front	Left	Rear	Right	Ordinance Maximum (Minimum)
Brick	46%	53%	31%	53%	100% (30% Min)
Wood Siding (Horizontal Fiber Cement)	15%	34%	24%	34%	50%*
Fiber Cement Panels (No Pattern, Similar to EIFS)	14%	1%	3%	1%	25%
Standing Seam Metal	13%	0%	30%	0%	25%
Asphalt Shingles	13%	12%	12%	12%	50% **
* Footnote 10 - Up to 50% Cement Fiber Siding allowed with residential style architecture in R Districts.					
** Footnote 14 - Up to 50% Asphalt Shingles allowed with residential style architecture in R Districts.					

Townhomes, 2-Story (Residential Style Architecture)	Front	Left	Rear	Right	Ordinance Maximum (Minimum)
Brick	32%	61%	50%	61%	100% (30% Min)
Wood Siding (Horizontal Fiber Cement)	7%	11%	9%	11%	50%*
Fiber Cement Panels (No Pattern, Similar to EIFS)	5%	6%	4%	6%	25%
Standing Seam Metal	24%	0%	3%	0%	25%
Asphalt Shingles	32%	22%	34%	22%	50% **
* Footnote 10 - Up to 50% Cement Fiber Siding allowed with residential style architecture in R Districts.					
** Footnote 14 - Up to 50% Asphalt Shingles allowed with residential style architecture in R Districts.					

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 same material is not allowed on non-residential style buildings. For the purpose of the Façade Ordinance residential style architecture is characterized by 2-3 stories with sloped gable or hip roofs, punched window openings, attached garages, and individual entrances. On this project the townhomes are considered residential style whereas Buildings A through E, lacking these features are not. As shown above, the Townhomes are in full compliance with the Façade Ordinance. On Buildings A through E, the percentage of Horizontal Cement Fiber Siding exceeds the maximum amount allowed by the Ordinance (highlighted in red, above). As Section 9 Waiver would be required for this deviation.

In this case the Horizontal Fiber Cement Siding is used only on recessed balconies that are accessed by doorwalls and protected by guard rails and canopies. These areas are somewhat protected from the elements and are less visible than the remaining façade. We believe that the use of Horizontal Lap Fiber Cement Siding in this location will not be detrimental to aesthetic quality of the building or the long-term durability of the structure. Therefore, it is our recommendation the design is consistent with the intent and purpose of the Façade Ordinance and that a Section 9 Waiver be granted for the overage of Horizontal Fiber Cement Siding.

The drawing note that reads “Standing Seam Metal/EIFS” leaves some uncertainty as to which material is proposed. The applicant should clarify which material will be used. This will not affect compliance with the Façade Ordinance as both materials are allowed up to 25%.

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.

If you have any questions regarding this review, please do not hesitate to call.

Sincerely,
DRN & Architects PC

Douglas R. Necci, AIA

FIRE REVIEW

April 4, 2024

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
James Hill – Plan Review Center
Heather Zeigler – Plan Review Center
Diana Shanahan – Planning Assistant

RE: Society Hill – Concept plan

PSP#24-022
JSP#24-04

Project Description:

New Multifamily apartment residential complex.

Comments:

- **All** fire hydrants **MUST** be installed and operational prior to any combustible material is brought on site. **IFC 2015 3312.1**

- No part of a commercial, industrial, or multiple residential area shall be more than 300 feet from a hydrant. ***(D.C.S. Sec. 11-68 (f)(1)c.1)***

- There shall be no obstructions to the hydrant outlets. ***(Fire Prevention Ordinance Sec. 15-21(d)) – Landscape prints/sheets show several areas of possible obstructions to hydrants.***

- 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.

- **Plan Sheet(s) # 5 & 6 indicate - a secondary access driveway**. It shall be a minimum of twenty (20 feet in width and paved to provide all-weather access and shall be designed to support a vehicle of thirty-five (35) tons. **Sheet # 5 shows 18' and Sheet #6 shows 20'.**

- Item is shown on current plans 4/4/24 - Permanent "break-away" gate shall be provided at the secondary access driveway's intersection with the public roadway in accordance with Figure VIII-K of the Design and Construction Standards. To discourage non-emergency vehicles, emergency access roads shall be designated by signage as for emergency access only, shall be separated from the other roadways by mountable curbs, and shall utilize entrance radii designed to permit emergency vehicles while

CITY COUNCIL

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Fire Chief
John B. Martin

Assistant Chief of Police
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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

discouraging non-emergency traffic. ***(D.C.S. Sec 11-194 (a)(19))***

- Fire lanes will be designated by the Fire Chief or his designee when it is deemed necessary and shall comply with the Fire Prevention Ordinances adopted by the City of Novi. The location of all "fire lane – no parking" signs are to be shown on the site plans. ***(Fire Prevention Ord.)***

- The minimum width of a posted fire lane is 20 feet. The minimum height of a posted fire lane is 14 feet. ***(D.C.S Sec. 158-99(a).)***

- **Correction needed for Sheet/Page #16** - 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)).*** *Correct graphic for current fire apparatus with correct turning radius and drive thru of property for any/all turns. .*

- 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 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***. (D.C.S. Sec. 11-68(a))***

- For interior fire protection systems a separate fire protection line shall be provided in addition to a domestic service for each building. Individual shutoff valves for interior fire protection shall be by post indicator valve (P.I.V.) or by valve in well and shall be provided within a public water main easement. ***(D.C.S. Sec.11-68(a)(9))***

- **RECEIVED on 4/3/24** - A hazardous chemical survey is required to be submitted to the Planning & Community Development Department for distribution to the Fire Department at the time any Preliminary Site Plan is submitted for review and approval. Definitions of chemical types can be obtained from the Fire Department at (248) 735-5674.

GENERAL

To facilitate fire protection during site preparation and construction of buildings, the following are required:

- Water mains and fire hydrants shall be installed prior to construction above the foundation. Note this on all plans.

- The building address is to be posted facing the street throughout construction. The address is to be at least 3 inches high on a contrasting background. Note this on all plans.

- Street names on suitable poles shall be established and installed prior to construction above the foundation. Note this on all plans.

- Prior to construction above the foundation of all multi-residential buildings and single-family dwellings, all roads are to be paved. Note this on all plans.

- Prior to construction above the foundation of non-residential buildings, an all-weather access road capable of supporting 35 tons shall be provided. Note this on all plans.

- Free access (unobstructed) from the street to fire hydrants and to outside connections for standpipes, sprinklers, or other fire suppression equipment, whether permanent or temporary, shall be provided and maintained at all times.

Recommendation:

APPROVED w/Conditions - that the above comments be addressed for Preliminary site plan and review.

Sincerely,

Andrew Copeland – Acting Fire Marshal
City of Novi Fire Department

cc: file

CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Consideration of approval to award the construction contract to Hartwell Cement Company, the low bidder, for the Neighborhood Sidewalk Repair Program in the amount of $435,038.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	**$ 435,037.75**
AMOUNT BUDGETED	**$ 400,000.00 General Fund** **$ 598,183.00 Municipal Street Fund** **$ 998,183.00 TOTAL FY 2023-24 BA Rollover & FY 2024-25 Budget**
APPROPRIATION REQUIRED	**$ 0**
LINE ITEM NUMBER	**101-441.20-975.023 General Fund** **204-446.00-975.023 Municipal Street Fund**

BACKGROUND INFORMATION:

City engineering consultant, AECOM, assisted the Engineering Division with developing a plan for the second year of the Neighborhood Sidewalk Repair program. The first year of the sidewalk repair program was a pilot program in the Meadowbrook Glens subdivision (see attached memo for a recap of the pilot program). The Neighborhood Sidewalk Repair program repairs and replaces damaged sidewalk panels that pose a risk to public safety. The program includes tree pruning and removal where tree roots are responsible for the sidewalk damage.

For the second year of the program, subdivisions were selected based on their age and number of street trees. The subdivisions included are Chase Farms, Willowbrook Farms, Bristol Corners, and alternate bid subdivisions, Yerkes Manor and Westminster Village. AECOM evaluated all sidewalk panels in the subdivisions and worked with the City Forester to determine which trees require pruning or removal.

The project was advertised for public bids on May 16, 2024. Six (6) bids were received and opened on June 6, 2024, following the solicitation period. Hartwell Cement Company is recommended in the best interest of the City as it is responsive and complies with all requirements of the bidding instructions. The award recommendation letter, including the bid tabulation, is attached.

Contractor	**Total Bid (includes Crew Days)***
Hartwell Cement	$458,237.75
Rotondo Construction	$504,043.50
Major Construction	$501,373.50
JB Contractors	$531,324.80
Merlo Construction	$557,643.50
Audia Concrete Construction	$582,919.06

***Crew Days are included to compare bids but are not included in the award.**

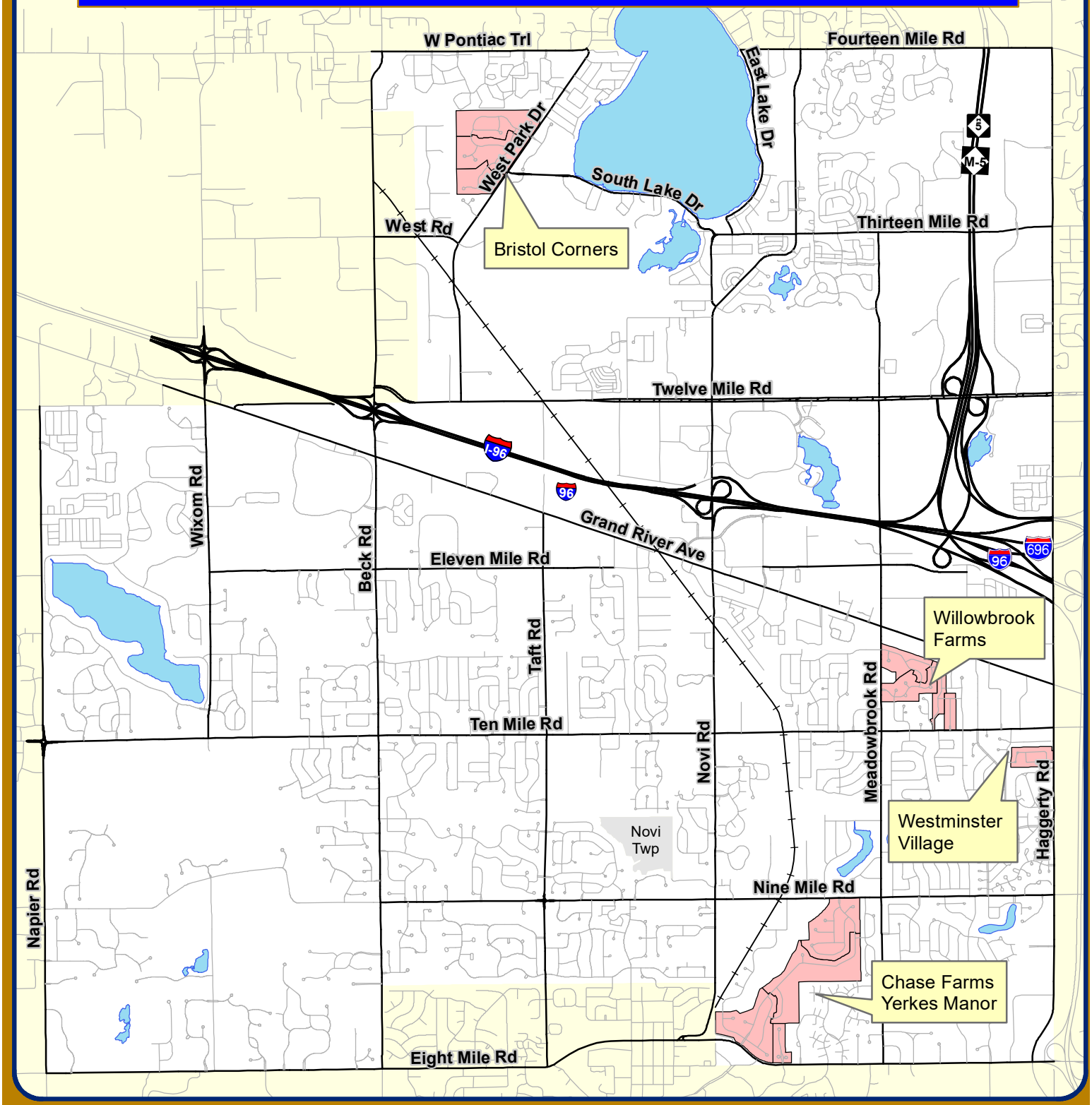
The contract administration and geotechnical engineering services related to this project will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects.

AECOM	Contract Administration	8.25% of the construction award	$35,890.61
	Crew Days	$800 daily inspection fee x 29 days	$23,200
G2	Material testing services	2% of the construction award	$8,700.76

Construction is expected to begin this summer.

RECOMMENDED ACTION: Approval to award the construction contract to Hartwell Cement Company, the low bidder, for the Neighborhood Sidewalk Repair Program in the amount of $435,038.

2024 Neighborhood Sidewalk Repair Program



Map Author: Runkel
Date:6-13-24
Project: Sidewalk Program
Version #: 1.0

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.

Legend

Development

City of Novi
Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

Feet
0 875 1,750 3,500 5,250
1 inch = 4,300 feet

AECOM

June 11, 2024
Mr. Ben Croy, PE
City of Novi
Engineering Department
26300 Lee BeGole Drive
Novi, MI 48375

Reference: Bid Analysis and Contract Award Recommendation
2024 Sidewalk Repair Program
AECOM Project Number 60723413

Dear Mr. Croy:

Attached is the Bid Tabulation for the above referenced project. Six bids were received and opened on June 6, 2024. Competition appears to have been very good. Mathematical errors were noted in the first and sixth lowest bidders. The errors did not impact the order of the bidders. One was a transcription error and one was an individual multiplication error between a quantity and a unit price of an item. Additionally, the first, second, fourth, and fifth lowest bidders did not follow bid instructions to use the same unit price for the Base Bid work and alternate bid. This also did not impact the order of the bids. The low bidder, Hartwell Cement, confirmed that they would honor their base bid unit price for the three items in which they had differing unit prices between the base bid and their alternate bid.

The low bid is lower than the Engineer's Estimate for the Project.

Hartwell Cement Company, the low bidder for the project, has not previously performed work for the City of Novi but is an experienced Contractor having completed multiple projects similar to the proposed work. The bonding company listed in the Statement of Qualifications has an AM Best rating that exceeds the minimum requirements.

We recommend award of contract for the contract work to Hartwell Cement Company for $435,037.75 for Base Bid, Alternate Bid 1, and Alternate Bid 2. The amount bid for Inspection (Crew Days) is not included in the award amount.

Please feel free to contact me if you need anything else or wish to discuss the project.

Sincerely,

Sean Kelsch, P.E.
Project Manager

cc: Mark Koskinen, AECOM

AECOM Corporation
39575 Lewis Drive, Suite 400
Novi, Michigan 48377
Tel: 248.204.5900
Fax: 248.204.5901

City of Novi
2024 Sidewalk Repair Program
Tabulation of Bids
Bid Opening: 6/6/2024

Base Bid

				Engineers Estimate		Hartwell Cement		Rotondo Construction		Major Construction		JB Contractors		Merlo Construction		Audia Concrete Construction	
Item No.	**Item Description**	**Unit**	**Total Bid Quantity**	**Unit Price**	**Total Bid Cost**	**Unit Price**	**Total Bid Cost**	**Unit Price**	**Total Bid Cost**	**Unit Price**	**Total Bid Cost**	**Unit Price**	**Total Bid Cost**	**Unit Price**	**Total Bid Cost**	**Unit Price**	**Total Bid Cost**
1	Mobilization (10%)	LSUM	1	$37,943.85	$37,943.85	$ 35,000.00	$ 35,000.00	$ 12,000.00	$ 12,000.00	$ 35,000.00	$ 35,000.00	$ 45,000.00	$ 45,000.00	$ 22,000.00	$ 22,000.00	$ 32,800.00	$ 32,800.00
2	Pre-Construction Audio Visual	LSUM	1	$ 10,000.00	$10,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 2,500.00	$ 2,500.00	$ 12,000.00	$ 12,000.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
3	Erosion Control, Silt Fence	Ft	300	$ 5.00	$1,500.00	$ 5.00	$ 1,500.00	$ 5.00	$ 1,500.00	$ 2.00	$ 600.00	$ 3.00	$ 900.00	$ 3.00	$ 900.00	$ 1.00	$ 300.00
4	Erosion Control, Inlet Protection	Ea	23	$ 250.00	$5,750.00	$ 100.00	$ 2,300.00	$ 150.00	$ 3,450.00	$ 175.00	$ 4,025.00	$ 100.00	$ 2,300.00	$ 175.00	$ 4,025.00	$ 1.00	$ 23.00
5	Sidewalk, Rem, Modified	Syd	2,625	$ 14.00	$36,750.00	$ 10.00	$ 26,250.00	$ 9.00	$ 23,625.00	$ 27.00	$ 70,875.00	$ 22.90	$ 60,112.50	$ 18.00	$ 47,250.00	$ 9.00	$ 23,625.00
6	Aggregate Base, 21AA Limestone, 4 inch	Syd	2,486	$ 11.00	$27,346.00	$ 8.00	$ 19,888.00	$ 20.00	$ 49,720.00	$ 18.00	$ 44,748.00	$ 20.00	$ 49,720.00	$ 27.00	$ 67,122.00	$ 16.00	$ 39,776.00
7	Aggregate Base, 21AA Limestone, 6 inch	Syd	1,241	$ 15.00	$18,615.00	$ 12.00	$ 14,892.00	$ 25.00	$ 31,025.00	$ 22.50	$ 27,922.50	$ 25.00	$ 31,025.00	$ 35.00	$ 43,435.00	$ 18.00	$ 22,338.00
8	Sidewalk, Conc, 4 inch	Sft	17,545	$ 6.50	$114,042.50	$ 7.75	$ 135,973.75	$ 7.90	$ 138,605.50	$ 6.00	$ 105,270.00	$ 6.00	$ 105,270.00	$ 6.50	$ 114,042.50	$ 8.80	$ 154,396.00
9	Sidewalk, Conc, 6 inch	Sft	5,502	$ 7.00	$38,514.00	$ 8.75	$ 48,142.50	$ 8.50	$ 46,767.00	$ 7.50	$ 41,265.00	$ 8.00	$ 44,016.00	$ 8.00	$ 44,016.00	$ 9.65	$ 53,094.30
10	Curb Ramp, Conc, 6 inch	Sft	561	$ 11.00	$6,171.00	$ 25.00	$ 14,025.00	$ 11.00	$ 6,171.00	$ 9.50	$ 5,329.50	$ 9.00	$ 5,049.00	$ 8.00	$ 4,488.00	$ 30.00	$ 16,830.00
11	Curb Ramp Opening, Conc	Ft	110	$ 40.00	$4,400.00	$ 85.00	$ 9,350.00	$ 50.00	$ 5,500.00	$ 32.00	$ 3,520.00	$ 59.50	$ 6,545.00	$ 30.00	$ 3,300.00	$ 38.00	$ 4,180.00
12	HMA Surface Rem, Modified	Syd	360	$ 20.00	$7,200.00	$ 18.00	$ 6,480.00	$ 18.00	$ 6,480.00	$ 18.00	$ 6,480.00	$ 6.50	$ 2,340.00	$ 22.00	$ 7,920.00	$ 29.00	$ 10,440.00
13	Curb and Gutter, Rem, Modified	Ft	110	$ 40.00	$4,400.00	$ 10.00	$ 1,100.00	$ 10.00	$ 1,100.00	$ 18.00	$ 1,980.00	$ 26.00	$ 2,860.00	$ 25.00	$ 2,750.00	$ 38.00	$ 4,180.00
14	Detectable Warning Surface	Ft	70	$ 60.00	$4,200.00	$ 50.00	$ 3,500.00	$ 70.00	$ 4,900.00	$ 40.00	$ 2,800.00	$ 38.50	$ 2,695.00	$ 48.00	$ 3,360.00	$ 180.00	$ 12,600.00
15	Utility Structure Cover, Adj Case 1	Ea	8	$ 1,000.00	$8,000.00	$ 100.00	$ 800.00	$ 700.00	$ 5,600.00	$ 600.00	$ 4,800.00	$ 250.00	$ 2,000.00	$ 750.00	$ 6,000.00	$ 700.00	$ 5,600.00
16	Tree and Stump Rem, 6 inch to 18 inch	Ea	45.00	$ 750.00	$33,750.00	$ 285.00	$ 12,825.00	$ 350.00	$ 15,750.00	$ 500.00	$ 22,500.00	$ 290.00	$ 13,050.00	$ 140.00	$ 6,300.00	$ 1,000.00	$ 45,000.00
17	Tree and Stump Rem, 19 inch to 36 inch	Ea	5	$ 2,000.00	$10,000.00	$ 875.00	$ 4,375.00	$ 850.00	$ 4,250.00	$ 1,500.00	$ 7,500.00	$ 862.00	$ 4,310.00	$ 215.00	$ 1,075.00	$ 3,500.00	$ 17,500.00
18	Driveway, Nonreinf Conc, 6 inch	Syd	360	$ 80.00	$28,800.00	$ 72.00	$ 25,920.00	$ 81.00	$ 29,160.00	$ 10.75	$ 3,870.00	$ 7.50	$ 2,700.00	$ 90.00	$ 32,400.00	$ 90.00	$ 32,400.00
19	Maintaining Traffic	LSUM	1	$ 10,000.00	$10,000.00	$ 7,500.00	$ 7,500.00	$ 4,500.00	$ 4,500.00	$ 10,000.00	$ 10,000.00	$ 15,800.00	$ 15,800.00	$ 17,000.00	$ 17,000.00	$ 6,200.00	$ 6,200.00
20	Surface Restoration	LSUM	1	$ 10,000.00	$10,000.00	$ 5,000.00	$ 5,000.00	$ 4,500.00	$ 4,500.00	$ 10,000.00	$ 10,000.00	$ 5,550.00	$ 5,550.00	$ 15,000.00	$ 15,000.00	$ 888.00	$ 888.00
	Construction Subtotal				$417,382.35		$379,821.25		$402,103.50		$410,985.00		$413,242.50		$443,383.50		$484,170.30
21	Crew Days	Day	40	$ 800.00	$32,000.00	21	$ 16,800.00	15	$ 12,000.00	12	$ 9,600.00	51	$ 40,800.00	34	$ 27,200.00	22	$ 17,600.00
	Total Construction Cost				**$449,382.35**		$396,621.25		$414,103.50		$420,585.00		$454,042.50		$470,583.50		$501,770.30
					Award Amount (Excludes Crew Days)		**$ 379,821.25**										

indicates corrected entry

indicates item in which bid instructions to use the same unit price for both years and alternate bids was not followed.

indicates item in which the unit price was corrected to match the Base Bid unit price per bidding instructions.

Alt Bid 1

Item No.	Item Description	Unit	Total Bid Quantity	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost
1	Mobilization (10%)	LSUM	1	$1,572.38	$1,572.38	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 1,800.00	$ 1,800.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 1,031.00	$ 1,031.00
2	Pre-Construction Audio Visual	LSUM	1	$ 1,500.00	$1,500.00	$ 1,000.00	$ 1,000.00	$ 750.00	$ 750.00	$ 1,000.00	$ 1,000.00	$ 890.00	$ 890.00	$ 400.00	$ 400.00	$ 500.00	$ 500.00
3	Erosion Control, Inlet Protection	Ea	3	$ 250.00	$750.00	$ 100.00	$ 300.00	$ 200.00	$ 600.00	$ 175.00	$ 525.00	$ 100.00	$ 300.00	$ 175.00	$ 525.00	$ 1.00	$ 3.00
4	Sidewalk, Rem, Modified	Syd	83	$ 14.00	$1,162.00	$ 10.00	$ 830.00	$ 9.00	$ 747.00	$ 27.00	$ 2,241.00	$ 22.90	$ 1,900.70	$ 18.00	$ 1,494.00	$ 9.00	$ 747.00
5	Aggregate Base, 21AA Limestone, 4 inch	Syd	100	$ 11.00	$1,100.00	$ 8.00	$ 800.00	$ 25.00	$ 2,500.00	$ 18.00	$ 1,800.00	$ 20.00	$ 2,000.00	$ 27.00	$ 2,700.00	$ 16.00	$ 1,600.00
6	Sidewalk, Conc, 4 inch	Sft	743	$ 6.50	$4,829.50	$ 7.75	$ 5,758.25	$ 12.00	$ 8,916.00	$ 6.00	$ 4,458.00	$ 6.00	$ 4,458.00	$ 6.50	$ 4,829.50	$ 8.80	$ 6,538.40
7	Utility Structure Cover, Adj Case 1	Ea	2	$ 1,000.00	$2,000.00	$ 100.00	$ 200.00	$ 900.00	$ 1,800.00	$ 600.00	$ 1,200.00	$ 300.00	$ 600.00	$ 750.00	$ 1,500.00	$ 700.00	$ 1,400.00
8	Maintaining Traffic	LSUM	1	$ 2,500.00	$2,500.00	$ 500.00	$ 500.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 420.00	$ 420.00	$ 6,000.00	$ 6,000.00	$ 800.00	$ 800.00
9	Surface Restoration	LSUM	1	$ 1,500.00	$1,500.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 3,300.00	$ 3,300.00	$ 2,500.00	$ 2,500.00	$ 750.00	$ 750.00
	Construction Subtotal				$16,913.88		$10,888.25		$22,313.00		$17,024.00		$14,868.70		$21,948.50		$13,369.40
10	Crew Days	Day	5	$ 800.00	$4,000.00	3	$ 2,400.00	3	$ 2,400.00	4	$ 3,200.00	3	$ 2,400.00	3	$ 2,400.00	3	$ 2,400.00
	Total Construction Cost				**$20,913.88**		$13,288.25		$24,713.00		$20,224.00		$17,268.70		$24,348.50		$15,769.40
					Award Amount (Excludes Crew Days)		**$10,888.25**										

indicates corrected entry

indicates item in which bid instructions to use the same unit price for both years and alternate bids was not followed.

indicates item in which the unit price was corrected to match the Base Bid unit price per bidding instructions.

Alt Bid 2

				Engineers Estimate		Hartwell Cement		Rotondo Construction		Major Construction		JB Contractors		Merlo Construction		Audia Concrete Construction	
Item No.	Item Description	Unit	Total Bid Quantity	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost
1	Mobilization (10%)	LSUM	1	$5,594.65	$5,594.65	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 4,277.16	$ 4,277.16
2	Pre-Construction Audio Visual	LSUM	1	$ 2,000.00	$2,000.00	$ 1,000.00	$ 1,000.00	$ 1,250.00	$ 1,250.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 500.00	$ 500.00
3	Erosion Control, Inlet Protection	Ea	4	$ 250.00	$1,000.00	$ 100.00	$ 400.00	$ 200.00	$ 800.00	$ 175.00	$ 700.00	$ 100.00	$ 400.00	$ 175.00	$ 700.00	$ 1.00	$ 4.00
4	Sidewalk, Rem, Modified	Syd	324	$ 14.00	$4,536.00	$ 10.00	$ 3,240.00	$ 9.00	$ 2,916.00	$ 27.00	$ 8,748.00	$ 22.90	$ 7,419.60	$ 18.00	$ 5,832.00	$ 9.00	$ 2,916.00
5	Aggregate Base, 21AA Limestone, 4 inch	Syd	372	$ 11.00	$4,092.00	$ 8.00	$ 2,976.00	$ 20.00	$ 7,440.00	$ 18.00	$ 6,696.00	$ 20.00	$ 7,440.00	$ 27.00	$ 10,044.00	$ 16.00	$ 5,952.00
6	Aggregate Base, 21AA Limestone, 6 inch	Syd	37	$ 15.00	$555.00	$ 12.00	$ 444.00	$ 25.00	$ 925.00	$ 22.50	$ 832.50	$ 25.00	$ 925.00	$ 30.00	$ 1,110.00	$ 18.00	$ 666.00
7	Sidewalk, Conc, 4 inch	Sft	2,783	$ 6.50	$18,089.50	$ 7.75	$ 21,568.25	$ 10.00	$ 27,830.00	$ 6.00	$ 16,698.00	$ 6.00	$ 16,698.00	$ 6.50	$ 18,089.50	$ 8.80	$ 24,490.40
8	Sidewalk, Conc, 6 inch	Sft	132	$ 7.00	$924.00	$ 8.75	$ 1,155.00	$ 13.00	$ 1,716.00	$ 7.50	$ 990.00	$ 8.00	$ 1,056.00	$ 8.00	$ 1,056.00	$ 9.65	$ 1,273.80
9	Utility Structure Cover, Adj Case 1	Ea	2	$ 1,000.00	$2,000.00	$ 100.00	$ 200.00	$ 900.00	$ 1,800.00	$ 600.00	$ 1,200.00	$ 290.00	$ 580.00	$ 750.00	$ 1,500.00	$ 700.00	$ 1,400.00
10	Tree and Stump Rem, 6 inch to 18 inch	Ea	17.00	$ 750.00	$12,750.00	$ 285.00	$ 4,845.00	$ 350.00	$ 5,950.00	$ 500.00	$ 8,500.00	$ 535.00	$ 9,095.00	$ 140.00	$ 2,380.00	$ 1,000.00	$ 17,000.00
11	Maintaining Traffic	LSUM	1	$ 5,000.00	$5,000.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,200.00	$ 3,200.00	$ 7,000.00	$ 7,000.00	$ 900.00	$ 900.00
12	Surface Restoration	LSUM	1	$ 5,000.00	$5,000.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 3,500.00	$ 3,500.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 1,200.00	$ 1,200.00
	Construction Subtotal				$61,541.15		$44,328.25		$59,627.00		$57,364.50		$56,813.60		$57,111.50		$60,579.36
13	Crew Days	Day	15	$ 800.00	$12,000.00	5	$ 4,000.00	7	$ 5,600.00	4	$ 3,200.00	4	$ 3,200.00	7	$ 5,600.00	6	$ 4,800.00
	Total Construction Cost				**$73,541.15**		$48,328.25		$65,227.00		$60,564.50		$60,013.60		$62,711.50		$65,379.36
					Award Amount (Excludes Crew Days)		**$ 44,328.25**										

indicates corrected entry

indicates item in which bid instructions to use the same unit price for both years and alternate bids was not followed.

indicates item in which the unit price was corrected to match the Base Bid unit price per bidding instructions.

BID
For
2024 Neighborhood Sidewalk Repair Program

Bid of Hartwell Cement Company hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as A Corporation*.

*Insert as applicable: "a corporation", "a partnership" or "an individual".

TO THE CITY OF NOVI, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Advertisement for Bids, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder of its representative has made personal investigation at the sites of the work and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
NA	

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

All unit prices, with the exception of items to be paid for as Lump Sum must be the same for the base bids and both Alternate Bids.

The Bidder agrees to complete the Project for the following unit prices:

BASE BID (CHASE FARMS, WILLOWBROOK FARMS, AND BRISTOL CORNERS)					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
1	Mobilization (10% Max.)	LSUM	1	$ 35,000.00	$35,000.00
2	Pre-Construction Audio Visual	LSUM	1	$ 5,000.00	$ 5,000.00
3	Erosion Control, Silt Fence	Ft	300	$ 5.00	$ 1,500.00
4	Erosion Control, Inlet Protection	Ea	23	$ 100.00	$ 2,300.00
5	Sidewalk, Rem, Modified	Syd	2,625	$ 10.00	$ 26,250.00
6	Aggregate Base, 21AA Limestone, 4 inch	Syd	2,486	$ 8.00	$ 19,888.00

BASE BID (CHASE FARMS, WILLOWBROOK FARMS, AND BRISTOL CORNERS)					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
7	Aggregate Base, 21AA Limestone, 6 inch	Syd	1,241	$ 12.00	$ 14,892.00
8	Sidewalk, Conc, 4 inch	Sft	17,545	$ 7.75	$ 135,973.75
9	Sidewalk, Conc, 6 inch	Sft	5,502	$ 8.75	$ 48,142.50
10	Curb Ramp, Conc, 6 inch	Sft	561	$ 25.00	$ 14,025.00
11	Curb Ramp Opening, Conc	Ft	110	$ 85.00	$ 9,350.00
12	HMA Surface, Rem, Modified	Syd	360	$ 18.00	$ 6,480.00
13	Curb and Gutter, Rem, Modified	Ft	110	$ 10.00	$ 1,100.00
14	Detectable Warning Surface	Ft	70	$ 50.00	$ 3,500.00
15	Utility Structure Cover, Adj, Case 1	Ea	8	$ 100.00	$ 800.00
16	Tree and Stump, Rem, 6 inch to 18 inch	Ea	45	$ 285.00	$ 12,825.00
17	Tree and Stump, Rem, 19 inch to 36 inch	Ea	5	$ 875.00	$ 4,375.00
18	Driveway, Nonreinf Conc, 6 inch	Syd	360	$ 72.00	$ 25,920.00
19	Maintaining Traffic	LS	1	$ 7,500.00	$ 7,500.00
20	Surface Restoration	LS	1	$ 5,000.00	$ 5,000.00
21	Crew Day	Day	21	$800.00	$ 16,800.00
			TOTAL BASE BID PRICE:	**$**	396,621.25

ALTERNATE BID 1 (YERKES MANOR)					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
1	Mobilization (10% Max.)	LSUM	1	$ 1,000.00	$1,000.00
2	Pre-Construction Audio Visual	LSUM	1	$ 1,000.00	$ 1,000.00
3	Erosion Control, Inlet Protection	Ea	3	$ 100.00	$ 300.00
4	Sidewalk, Rem, Modified	Syd	83	$ 18.00	$ 1,494.00
5	Aggregate Base, 21AA Limestone, 4 inch	Syd	100	$ 8.00	$ 800.00
6	Sidewalk, Conc, 4 inch	Sft	743	$ 7.75	$ 5,758.25
7	Utility Structure Cover, Adj, Case 1	Ea	2	$ 100.00	$ 200.00
8	Maintaining Traffic	LSUM	1	$ 500.00	$ 500.00
9	Surface Restoration	LSUM	1	$ 500.00	$ 500.00
10	Crew Day	Day	3	$800.00	$ 2,400.00
			TOTAL ALT BID 1 PRICE:	**$**	13,952.25

ALTERNATE BID 2 (WESTMINSTER VILLAGE)					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
1	Mobilization (10% Max.)	LSUM	1	$ 5,000.00	$ 5,000.00
2	Pre-Construction Audio Visual	LSUM	1	$ 1,000.00	$ 1,000.00
3	Erosion Control, Inlet Protection	Ea	4	$ 100.00	$ 400.00
4	Sidewalk, Rem, Modified	Syd	324	$ 18.00	$ 5,832.00
5	Aggregate Base, 21AA Limestone, 4 inch	Syd	372	$ 8.00	$ 2,978.00
6	Aggregate Base, 21AA Limestone, 6 inch	Syd	37	$ 12.00	$ 444.00
7	Sidewalk, Conc, 4 inch	Sft	2,783	$ 8.00	$ 22,264.00
8	Sidewalk, Conc, 6 inch	Sft	132	$ 9.00	$ 1,188.00
9	Utility Structure Cover, Adj, Case 1	Ea	2	$ 100.00	$ 200.00
10	Tree and Stump Rem, 6 inch to 18 inch	Ea	17	$ 285.00	$ 4,845.00
11	Maintaining Traffic	LS	1	$ 1,500.00	$ 1,500.00
12	Surface Restoration	LS	1	$ 2,000.00	$ 2,000.00
13	Crew Day	Day	5	$800.00	$ 4,000.00
TOTAL ALT BID 2 PRICE:				$ 51,660.00	

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. Upon award, please provide the engineer with a requested start date at least 48 hours in advance so a Notice to Proceed may be compiled and signed.

No work may begin before July 1, 2024. Substantial completion must be within 90 days of starting work. An additional 30 days for substantial completion will be granted if either or both alternate bids are selected. Substantial completion may be no later than October 31, 2024. Final completion must be within 14 calendar days of substantial completion with a final date no later than November 14, 2024.

Substantial completion shall include all work, excepting final surface restoration.

The undersigned attaches hereto its Bid security, as required by the Advertisement for Bids and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

CITY OF NOVI

The undersigned also agrees that for each and every calendar day that he may be in default of any of the completion times listed above, the OWNER will suffer a damage of Eight Hundred Dollars ($800.00) per calendar day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on June 6, 2024
Date*

21650 Fern Street
Street*

Oak Park, MI 48237
City, State, ZIP*

248-548-5858
Telephone Number*

248-548-3853
Facsimile Number*

BY: Hartwell Cement Companu
Name of Bidder*

Signature

Daniel G. O'Malley - President
Name and Title of Signatory*

*Typed or printed in ink.

MEMORANDUM

TO: WALKABLE NOVI COMMITTEE

FROM: REBECCA RUNKEL, PROJECT ENGINEER

SUBJECT: MEADOWBROOK GLENS PILOT SIDEWALK PROGRAM

DATE: APRIL 20, 2023

In 2020, City Council formed a goal to establish a neighborhood sidewalk repair program that would repair or replace damaged sidewalk panels that pose a risk to public safety, in particular, trip hazards. A pilot program was initiated in 2021, with a budget of $200,000 for sidewalk repairs and $200,000 for tree-related expenses. The Department of Public Works estimates that as many as 50% of damaged sidewalk panels are the result of tree root growth adjacent to or under sidewalks.

The Meadowbrook Glens subdivision was selected as the pilot neighborhood due to its age, amount of damaged sidewalk and impact from large street trees. Initially, the program was set up to have the City bear 100% of the cost for repair of panels with a 2-inch deflection or greater, and to incentivize property owners to repair panels with 0.75 to 2-inch deflections by splitting the costs 50/50 with the City. Of the 475 homes in Meadowbrook Glens, 371 properties were found to have damaged sidewalks meeting the criteria for the incentive program. City staff sat down with the Homeowner's Association, held a public meeting, and mailed out letters to all Meadowbrook Glens residents. Initially, 136 property owners returned signed agreements. After meeting with HOA members a second time, utilizing social media, marking panels and leaving door hangers, a total of 211 of the eligible property owners returned signed agreements for repair. A detailed summary of the public feedback and participation can be found in the attached March 31, 2022 memo.

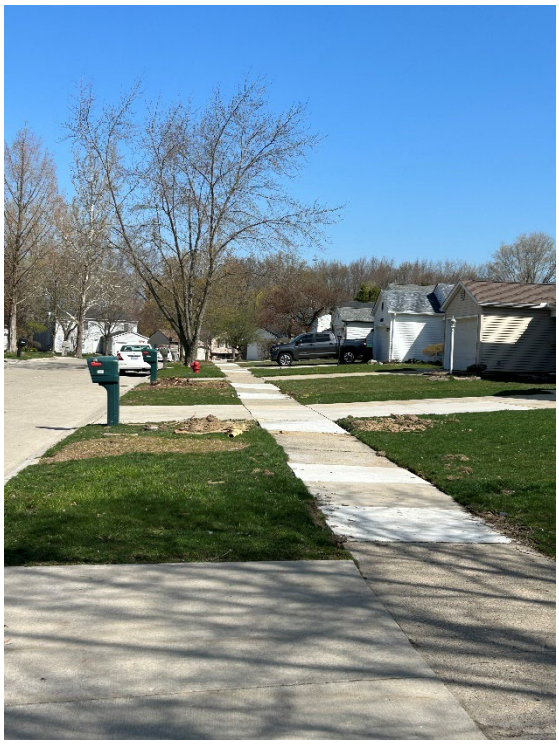
Ultimately, it was decided that the City would bear the costs for all sidewalk repairs on sidewalk panels with 0.75-inch or greater deflections. City Council approved a change order to a contract with Merlo Construction on April 25, 2022 for the Meadowbrook Glens Sidewalk Repair Program in the amount of $343,778.50. Tree removals began this past winter, and sidewalk removal/replacement started this spring and is nearly complete. Restoration will follow immediately after all sidewalk repairs are done. The total cost of the pilot program thus far is approximately $500,000, due to additional repairs and tree removals identified during construction.

Now that the pilot program is nearly complete, City staff have the following reflections on the overall program implementation:

- Meadowbrook Glens subdivision represented the 'worst-case scenario', being the largest and oldest subdivision considered for the program.

- Despite the comprehensive communication efforts made by the City (meetings, letters, notices, door hangers) hundreds of calls and emails from residents were fielded by City staff throughout the program.
- Staff encountered a general lack of understanding regarding public rights-of-ways, ownership of sidewalk, etc.
- Staff time required to implement the program was greater than anticipated.
- Additional contingency funds should be included in the project budget to cover issues that come up in the field, such as irrigation, invisible dog fence, landscaping, etc.
- Most residents were in favor of tree removals, though many of those that opted out of the program did so because they did not want a tree removed.
- Trees and sidewalks should not be marked until construction is ready to begin – the initial markings confused homeowners and actually had some residents doing their own markings.
- The program must be followed up by the City Forester to be successful (monitoring remaining trees for damage, working with residents on replacements).
- The repairs made in the subdivision to date are not a permanent solution. Sidewalks will still need to be monitored in the future for heaving due to tree roots.
- City Council's backing of the program was helpful in getting support from residents.

City staff would like the Walkable Novi Committee to provide feedback on continuation of the program. Potential candidates for the next program include Willowbrook Farm, Bristol Corners, and Chase Farm subdivisions. Alternatively, the program could shift to higher traffic sidewalks and pathways along boundaries of neighborhoods.



MEADOWBROOK GLENS
SIDEWALK REPAIR PROGRAM UPDATE

January 13, 2023

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Laura Marie Casey

Hugh Crawford

Justin Fischer

Brian Smith

Ericka Thomas

Interim City Manager
Victor Cardenas

Director of Public Works
Jeffrey Herczeg

Deputy Director of Public Works
Megan Mikus

City Engineer
Ben Croy, P.E.

Valued Resident,

In 2022, we communicated with you about the Sidewalk Repair Program in your neighborhood. Unfortunately, due to staffing and other project delays, in August we shared the project was rescheduled to this spring.

You are receiving this letter as one or more of your street trees have been identified as absolutely necessary for removal prior to sidewalk replacement. The contractor will begin removing trees later this month or in early February. Trees identified for removal will be marked with an "X."

Sidewalk replacement will begin in the spring as soon as weather allows.

Residents who have called and wanted trees removed not identified as part of the program remain on the list and those trees will be removed following sidewalk completion, under a separate contract.

Once all the sidewalk is repaired, the City will re-evaluate the neighborhood for street tree replacements with deeper root system trees which are better suited for this type of location. Restoration is anticipated later this year.

We look forward to bringing this program to Meadowbrook Glens and working with you to enhance your neighborhood. If you have any questions, please contact Community Relations at communityrelations@cityofnovi.org or 248.735.5628.

Sincerely,

Sheryl Walsh-Molloy
Director of Communications

Matt Wiktorowski
Field Operations Senior Manager

Department of Public Works
26300 Lee BeGole Drive
Novi, Michigan 48375
248.735.5640
248.735.5659 fax

cityofnovi.org

Dear Resident:

Merlo Construction has been contracted by the City of Novi to perform a sidewalk repair program in the Meadowbrook Glens Subdivision. Owen Tree Service has been hired for tree removal services as necessary to complete the sidewalk work.

The work is scheduled to start in your area over the next few days and we ask that you please not park vehicles near trees that are marked for removal. These trees are identified with pink paint and an aluminum disc nailed to the tree. The tree removal process will require streets to be empty of vehicles in the area of the work to ensure a safe and efficient process.

Your tree(s) are scheduled to be removed on: _____.

Should you have any questions please do not hesitate to contact the individuals listed below.

Zach Sandwick	Merlo Construction	(248) 640-2147
Barry Gates	(OHM Advisors (City of Novi Engineering Consultant)	(734) 466-4433
Novi Community Relations		(248) 735-5628

MEMORANDUM

TO: JEFFREY HERCZEG, DIRECTOR OF PUBLIC WORKS

FROM: MATT WIKTOROWSKI, FIELD OPERATIONS SENIOR MANAGER

SUBJECT: MEADOWBROOK GLENS SIDEWALK PROGRAM RECOMMENDATION

DATE: MARCH 31, 2022

In the fall of 2020, the Department of Public Works presented to the Walkable Novi Committee, a report on non-motorized maintenance and proposed criteria for a neighborhood sidewalk repair program, which is a 2020 City Council goal. Following those reports, guidance was summarized to the Committee. (November 17 Memorandum attached).

Meadowbrook Glens Subdivision was selected as the pilot neighborhood and the best candidate to benefit from an incentivized repair program given its age, amount of damaged sidewalk, and impact from large street trees.

On May 28, 2021, DPW and Community Relations staff met with the Meadowbrook Glens Homeowners Association President, Sue Finley, to notify her of the opportunity and to gauge the HOA's support. Following the HOA's endorsement, a public information meeting was held on August 16 at the Civic Center for all Meadowbrook Glens residents. A handout to address frequently asked questions was provided to the approximately 50 residents in attendance.

After receiving positive public input, eligibility letters, participation agreements, and the FAQ sheet (attched) were mailed at the end of August to all Meadowbrook Glens residents. This communication explained the program, the number of damaged panels, and the resident cost share to be placed on a future tax bill, following construction.

Of the 475 homes in Meadowbrook Glens, 371 properties were identified as having damage and were listed as candidates for the cost share incentive. Of those eligible, only 136 (or approximately 37%), property owners signed and returned agreement for repair. Some of the reasons cited for non-participation were as follows:

- Residents were reluctant to lose their trees;
    - Conversely, some residents indicated they wanted their tree removed despite having only minimal damage, not caused by tree roots;
- Damaged panels were not marked, making homeowners question quantities;
- Sidewalks should be the City's responsibility.

Based on feedback from limited participation in the program, it was decided a second attempt be initiated to obtain additional program support. On October 27, 2021, DPW and Community Relations staff again met with the MGHOA members to report initial results and encourage further support through neighborhood social media and simple "word of mouth." In addition to that meeting, the City initiated enhanced communication efforts in the field by marking individual damaged panels, for quick homeowner reference, and placing doorhangers at each identified home to directly explain the program for those who were unable to attend previous informational meetings.

Following this second, more robust approach, the City received 75 additional agreements yielding an overall cost share total of 211 property owner participants (or approximately 57% of identified parcels with damage). Given the lower than anticipated acceptance totals, we estimate only 40% of the identified damaged panels would be repaired under this incentive program.

Based on participation it is estimated residents would be responsible for only $64,000 of the overall estimated pilot program expenditure of **$224,000 (approximately $160,000 City cost plus $64,000 resident cost share).** Resident costs are based solely on existing concrete removal and replacement. An estimate received by the Merlo Construction Company was used to determine unit costs. As part of the program, it is anticipated approximately 80 mature trees will be removed. These trees, some of which have been requested be removed by homeowners, are damaging additional assets such as storm drains, sanitary sewer conveyance systems, roadway surfaces, and private sump lines. The tree removal and replacement costs account for about 25% (~$55,000) of the total project.

Staff estimates the total cost to replace all panels, tree removal, etc. for the entire subdivision (including the resident addresses not participating) is **~$325-350K** (under the budgeted $400K). The unit prices are based on this overall estimate (100% of panels) and reducing the scope to 40% will likely increase the unit cost. With participation and overall cost share value nominal (compared to effort), staff recommends completing the whole project with cost share participation (if any) at the discretion of City Council.

Options are as follows with pros and cons:

Option 1 – do program with opt in only residents and shared costs

- Pros
    - Residents aggregable and willing to share costs
    - Cost savings for City of ~$64K
- Cons
    - Only addresses 40% of all panel replacements

Option 2 – do entire program with city covering all cost

- Pros
    - Addresses all sidewalk panel replacement in the subdivision and provides a network free of hazards
    - Lower overall unit cost

- Cons
    - City covers all cost (no resident agreements)
    - Residents may oppose additional tree removals

Staff would like to execute a change order agreement with the contractor currently working on the Safe Routes to School project at the April 28th City Council Meeting. Construction on the Meadowbrook Glens project would begin later this spring or early summer.

MEMORANDUM

TO: JULIE MADAY, WALKABLE NOVI COMMITTEE CHAIRPERSON

FROM: MEGAN MIKUS, DEPUTY DIRECTOR OF PUBLIC WORKS

SUBJECT: NEIGHBORHOOD SIDEWALK REPAIR PROGRAM- WALKABLE NOVI COMMITTEE FEEDBACK

DATE: NOVEMBER 17, 2020

On October 22, and November 5, 2020, DPW presented to the Walkable Novi Committee a report on non-motorized maintenance and proposed criteria for a neighborhood sidewalk repair program, which is a 2020 City Council goal.

The Walkable Novi Committee provided the following feedback regarding a neighborhood sidewalk repair program:

- Continue to have the City bear 100% of the costs for repair of reported sidewalk panels with a deflection of 2 inches or more.
  - The current responsibility of sidewalk maintenance is the property owners per the City's Code of Ordinances. The City addresses deflections of 2-inches or more that are reported to limit the City's liabilities under 2016 PA 419.

- Incentivize property owners to repair sidewalk panels with a 1-inch to 2-inch deflection by splitting the costs 50/50 with the City.
  - DPW recommends the lower differential be 0.75-inch which is closer to ADA tolerances.

To opt for the incentive, the property owner would be required to use the City's contractor. A property owner may repair panels abutting their property at any time by obtaining a right-of-way permit through DPW; however, this incentive program would provide a less expensive repair option to property owners as there would be reduced costs due to economies of scale. The City would upfront the costs of the work on panels with deflections between 0.75 and 2 inches and 50% of the repair costs would be recuperated on the following winter tax bill.

The committee's feedback is to start a pilot program in 2021. DPW has requested in the FY 2021-22 Budget $400K be appropriated for this pilot incentive program. Since many of the deflections are caused by city right-of-way trees, using funding in the Tree Fund to supplement the program is recommended. Once funding is appropriated by City Council, DPW would select a neighborhood with a high volume of existing deflections and introduce a program. Some subdivisions which would meet the criteria are Cedarspring Estates, Country Place Condos, Meadowbrook Glens, Westridge Downs, and Whispering Meadows.

As a comparison of the estimates provided in the July 2020 memo, DPW predicts below the costs for an incentive program in the Meadowbrook Glens Subdivision, one of the City's oldest subdivisions with a sidewalk network in poor condition:

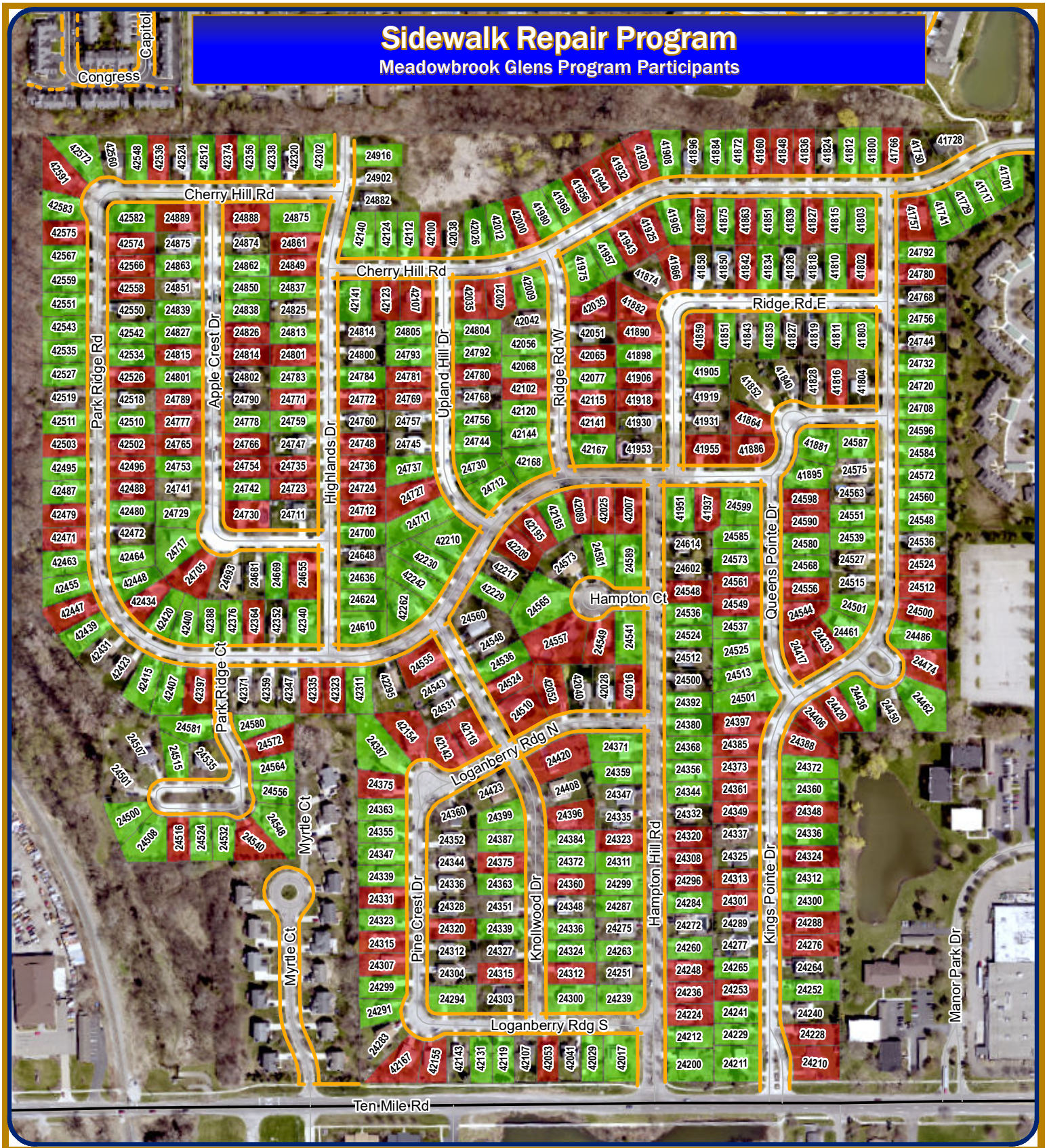
Meadowbrook Glens				
Deflections 0.75" to 2"	**# of Panels**	**Resident (50%)**	**City (50%)**	**Total (Estimate)**
Not Impacted by Street Tree Roots	216	$39,960	$39,960	$79,920
Impacted by Street Tree Roots	143	$39,683	$39,683	$79,366
Deflections >=2"	**# of Panels**	**Resident (0%)**	**City (100%)**	**Total (Estimate)**
Not Impacted by Street Tree Roots	9	$0	$3,330	$3,330
Impacted by Street Tree Roots	29	$0	$16,095	$16,095
Contingency				
Several adjacent panels may to be repaired to level the segment	344	$0	$190,920	$190,920
Grand Total (Estimate)		**$79,643**	**$289,988**	**$369,631**

The City's cost of ~$300K for the example above could be funded 50/50 with Tree Fund and Municipal Road Fund, leaving ~$100K to expand the program and/or address other replacement requests for panels 2" or greater in the same fiscal year.

If the Walkable Novi Committee and City Council approve of the recommendations as presented, DPW could implement the pilot program in spring 2021 and start construction after July 1, 2021.

Sidewalk Repair Program

Meadowbrook Glens Program Participants



Map Author: Keri Blough
Date: February 2, 2022
Project: Sidewalk Repair Pilot Program
Version #: 1.1

Amended By:
Date:
Department:

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.

- Sidewalks

Program Participant

- Yes (210)
- No (156)
- Repair Not Needed (113)

City of Novi
Department of Public Works
Field Operations Division
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

Feet
0 70 140 280 420

1 inch = 350 feet

Monday, August 30, 2021

Property Owner
PROPERTY OWNER STREET ADDRESS
PROPERTY OWNER CITY, STATE ZIP CODE

Neighborhood Sidewalk Repair Program Cost-Sharing Incentive
RE: {PROPERTY STREET ADDRESS}

Dear Property Owner,

The City of Novi has adopted a pilot program to incentivize property owners to repair sidewalk panels with a 0.75-inch to 2-inch deflection, extensive cracking, and/or scaling by splitting the costs 50/50 with the City. Your subdivision, Meadowbrook Glens, has been selected as the first neighborhood for the pilot program.

To opt into the incentive program, you are required to use the City's contractor. Although you may repair panels abutting your property at any time by obtaining a right-of-way permit through the Department of Public Works, the incentive program provides a less expensive repair option since costs are reduced as a result of bulk pricing. The City will initially pay the costs of the work on panels matching the criteria listed above and will collect 50% of the repair costs from you on your 2022 winter tax bill in the form of a user fee.

If you would like to participate in the cost-sharing incentive program, please sign the included agreement document and return it in the enclosed pre-stamped and addressed envelope by September 17, 2021.

The work is anticipated to be completed by June 30, 2022, pending City Council approval. Additional work such as tree root pruning, tree removals, and tree replacements will be completed throughout the subdivision as part of this program. On the back of this letter are answers to frequently asked questions about this program.

If you have any questions, please feel free to contact the Department of Public Works at 248-735-5640.

Sincerely,

Matthew T. Wiktorowski

Matthew T. Wiktorowski
Field Operations Sr. Manager

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Laura Marie Casey

Hugh Crawford

Justin Fischer

Julie Maday

City Manager
Peter E. Auger

Director of Public Works
Jeffrey Herczeg

Deputy Director of Public Works
Megan Mikus

City Engineer
Ben Croy, P.E.

Department of Public Works
26300 Lee BeGole Drive
Novi, Michigan 48375
248.735.5640
248.735.5659 fax

cityofnovi.org

TEMPLATE

CITY COUNCIL

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NEIGHBORHOOD SIDEWALK REPAIR PROGRAM COST-SHARING INCENTIVE

Participation is voluntary. Please discard if you choose not to participate.

By signing below, all owners of {PROPERTY STREET ADDRESS} agree to pay {$###.##} for the repair of {#} sidewalk panels adjacent to the property listed above.

ALL TAXPAYERS LISTED ON RECORD MUST SIGN THE AGREEMENT.

_____	_____	_____
Print Name Taxpayer 1	**Taxpayer 1 Signature**	**Date**
_____	_____	_____
Print Name Taxpayer 2	**Taxpayer 2 Signature**	**Date**

INSTRUCTIONS: Return this signed document in the pre-stamped and addressed envelope no later than September 17, 2021.

TEMPLATE

Monday, August 30, 2021

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Laura Marie Casey

Hugh Crawford

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Julie Maday

City Manager
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Director of Public Works
Jeffrey Herczeg

Deputy Director of Public Works
Megan Mikus

City Engineer
Ben Croy, P.E.

Property Owner
PROPERTY OWNER STREET ADDRESS
PROPERTY OWNER CITY, STATE ZIP CODE

Neighborhood Sidewalk Repair Program Cost-Sharing Incentive

Dear Property Owner,

The City of Novi has adopted a pilot program to incentivize property owners to repair sidewalk panels with a 0.75-inch to 2-inch deflection, extensive cracking, and/or scaling by splitting the costs 50/50 with the City. Your subdivision, Meadowbrook Glens, has been selected as the first neighborhood for the pilot program.

However, your address was <u>NOT</u> identified as a location matching the criteria above for repair. If you feel that an error has been made with our evaluation, please contact us as soon as possible at 248-735-5640.

In order to be considered for the program, the inspection of your property would need to be completed by September 15, 2021, and an acceptance agreement signed no later than September 17, 2021.

Sincerely,

Matthew T. Wiktorowski

Matthew T. Wiktorowski
Field Operations Sr. Manager

Department of Public Works
26300 Lee BeGole Drive
Novi, Michigan 48375
248.735.5640
248.735.5659 fax

cityofnovi.org

TEMPLATE

FAQs

PILOT NEIGHBORHOOD SIDEWALK REPAIR COST-SHARING PROGRAM

CITY OF NOVI
cityofnovi.org

COSTS

What will my cost be to participate in this program?
The cost will differ for each resident based on the inspection data gathered by the third-party consulting firm. The average cost per address is estimated at $300.

Do I have to participate in this program?
No. The program is strictly voluntary. However, the opportunity to split the cost with the City of Novi is only being offered at this time while your neighborhood sidewalks are under repair.

When will I know what I would be required to pay if I choose to participate?
You will be receiving a letter from the City of Novi that will communicate your cost and ask if you would like to opt in or opt out of the program.

How will I be billed for the program?
The City will advance the cost for all repairs and then assess the property owner 50% of the total cost for repairs on their tax bill. Repair costs will not exceed the amount communicated in your letter.

Can I spread the cost out over time?
No. If you choose to participate, you will be assessed a one-time fee.

What if multiple panels are slated for repair but I don't want to pay to fix all of them?
There is no option to pick and choose the panels to repair.

What if I want to participate but I cannot afford it at this time?
Unfortunately, this is a one-time offer. The large scope of this program has allowed the City to secure an extremely reduced price, far cheaper than what a resident would have to pay if contracting the work on their own.

TIMELINE

When will I receive the letter from the City of Novi asking if I want to opt in or out of the program?
A letter will be mailed by the end of September.

What if I didn't get a letter?
If you did not receive a letter, your sidewalk is not eligible for the program, or you were accidentally missed. Please call 248.735.5640 to confirm your status.

How long will the work take to complete?
Once started, it is anticipated to last approximately five (5) weeks.

IMPACT ON PROPERTY

What impact will this have on my property?
If you choose to participate, the contractor is required to do what is necessary to make repairs. This could include cutting tree roots, complete removal of trees, and damage to lawns or irrigation systems.

Who is responsible for restoration to the area?
The contractor is required to repair damage to any irrigation lines and lawns at the end of the program. This is included in the total cost of the program. Seed and straw will be used as the replanting method.

Why do you have to remove my tree?
If a tree located between the roadway and the sidewalk has contributed to the failure of any sidewalk panel in front of your property, it may be removed to prevent future issues. Trees that are removed will be replaced with a standard 2.5" caliper tree selected by the City at no cost to the homeowner.

What if I do not want my tree removed but I want my sidewalk repaired?
Tree removal is at the discretion of the City. You would have to choose to opt out of the program in its entirety if your tree needed to be removed to complete the work and you did not want it removed.

Will you fix my driveway too?
Only sidewalk panels contained in driveway approaches will be removed and repaired. Entire approaches are not part of this program.

GENERAL FAQS

What if something is found during construction that should have been included?
If additional repairs are needed, it will be solely at the City's discretion and the City will bear the full cost of any additional repairs.

Who is responsible for the sidewalk after repairs?
All sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions by the homeowner.

How did you decide what is being repaired?
Any panel adjacent to your parcel that encompasses one or more of the items listed below:

- Adjacent sidewalk panels with deflections >3/4" – <2"
- Panels with extensive cracking
- Scaling panels
- The City will pay 100% of the cost for all deflections 2" or greater

For additional questions, contact the Department of Public Works at 248.735.5640 or dpwrequests@cityofnovi.org

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, JUNE 17, 2024, AT 7:00 P.M.

Mayor Fischer called the meeting to order at 7:00 P.M.

Mayor Fischer opened the meeting by saying that he would like to take a moment to reflect on the loss of a cherished public servant in the City of Novi. Former State Senator Nancy Cassis passed away. Nancy's dedication of the community was evident by her many years serving as a teacher prior to coming to Michigan from Ohio. Before that, she became the school psychologist here in Novi in 1980 and held that position until her election to the State House of Representative in 1996. In 2022, she won election to the State Senate where she served two terms from 2003 to 2010. Nancy actually served on this very body from 1985 to 1990 and again from 1990 to 1996. She was a very well-respected legislator who had an impact on Novi, being a driving force in projects such as Providence Hospital, the Suburban Collection Show Place and many important infrastructure projects such as the interchanges at Beck and Wixom. On behalf of the grateful Novi community, we extend our deepest condolences to her family, her spirit, and her service to the City of Novi.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Smith, Staudt, Thomas (Absent/Excused)

ALSO PRESENT: Victor Cardenas, City Manager
Tom Schultz, City Attorney

APPROVAL OF AGENDA:

CM 24-06-83 **Moved by Casey, seconded by Smith; MOTION CARRIED: 6-0**

To approve the agenda as presented.

Roll call vote on CM 24-06-83

Yeas: Fischer Casey, Gurumurthy, Heintz, Smith, Staudt
Nays: None
Absent: Thomas

PUBLIC HEARINGS: None

PRESENTATIONS:

1. Novi Parks Foundation - 20th Year Anniversary

Charlie Staab started the presentation by introducing himself, David Landry who is the past Mayor and past president of the Novi Park Foundation, and Melissa Augusta who is the executive director. Mr. Staab said the reason they are here is to celebrate their 20th anniversary. The Foundation was founded in 2004 and is a 501C3. There are two Council members who served on the Foundation, Mayor Fischer who was the treasurer for several years and David Staudt who was there at the initial groundbreaking. The mission is to be

a vehicle to the citizens and businesses to provide funds for scholarships and to develop and maintain parks. In the last 20 years, the Foundation has raised over $1.5 million dollars. The first project funded is the Jessica Starr Splash Pad and to be presented to the City is a check for $320,000 that was raised through the Foundation. There are other projects that they have contributed to over the years, ranging from play structures at Power Park which is a unique play structure that accommodates children with handicap disabilities and so on. Not all the projects are active park situations or activities as there are also contributions to the cultural services piece of Park and Recreation plus the scholarship program of $15,000 plus. There is also funding for public art projects. The major donor over the years has been ITC with $750,000 and those funds were used in the improvement in development of community sports park plus the development of many other park projects meaning the park signage, the trailheads, and ITC Trail. The next slide in the presentation identified the Foundation's Board of Directors, who are a blend of both business and private citizen participation as well as Melissa Agosta, the Executive Director. A fundraiser coming up is the Pour on the Shore on July 26th at Pavilion Shore Park which is expected to have up to 500 people. This has been a long-standing annual event since 2015. There will be craft beer, wine, bourbon, music and a lot of fun at Walled Lake. There will be a band and many people will show up in their pontoon boats, listen to music and enjoy themselves. Mr. Staab then played a video that exhibited all the different parks that been touched by the Foundations' fundraising efforts such as the Pavilion Shore Park play structure, the Jessica Starr Splash Pad, Pour on the Shore and others.

David Landry then stated that the Novi Parks Foundation is not a section of the City and they are their own 501C3 corporation. The City of Novi is not just a municipal corporation, it strives to be a community. A municipal corporation is a set of logistical boundaries. The City of Novi is a community and that means participation by the residents, the business residents and the educational community. The Foundation is a vehicle by which businesses or individuals can become part of the community by making donations to the parks, recreation and cultural services of the City. As the Foundation raise funds, they assist the Parks and Recreation department in all aspects of culture for the City of Novi. Mr. Landry concluded by saying that they are happy to celebrate 20 years and happy for the support received by the City Council.

Melissa Augusta commented that she is excited about Pour on the Shore as this is the seventh year. There will be a new band called Wingman. There are many new vendors and local businesses that are also helping out. There is also a backup plan if the weather is bad.

Mayor Fischer acknowledged that it was 15 years ago he was Treasurer and congratulated the Foundation on 20 years. He thinks it's important that the newer members learn about the Foundation and the good work that has been done. Mayor Fischer reflected on the days of doing galas at different places in support of it. He thinks that Pour on the Shore is a great way to show off Pavilion Shore Park but to also engage the community with a fun adult friendly evening in the summer and enjoy the lake as well. He stated kudos on that kind of fundraising effort.

Member Staudt wanted to recognize Randy Auler who came to came to him 23 years earlier and who wanted to put together a park foundation. Member Staudt reflected on how 20 years later the Council is now presented with a $320,000 check and congratulated the Foundation for keeping it running.

2. Civilian CPR Presentation

Chief John Martin started the presentation by saying that each year, the Novi Police and Fire Departments hold an annual award ceremony where they honor and celebrate the women and men in uniform for their unwavering dedication and also their acts of bravery. As part of the ceremony, citizens are also acknowledged for their lifesaving procedures and contributions. This year there was a change in the format for the ceremony and it was determined the best way to honor these folks is before the Council and the public. Sudden cardiac arrest is a serious health issue and one of our leading causes of death worldwide. According to the American Heart Association's 2022 statistics, more than 356,000 out-of-hospital cardiac arrests occur annually here in the United States and with nearly 90% of them fatal. On May 4th of 2023, these three civilians sprang into action when a 53-year -old male suddenly collapsed in front of them from cardiac arrest. The patient was not breathing and had no pulse. Jesey, Carolyn and Evelyn recognized the urgency of the situation as they quickly assessed the patient and initiated CPR. They continued performing CPR until members of the Novi Fire and Police Department, along with Superior Ambulance, arrived on scene and resumed lifesaving procedures. Had these individuals not acted, the outcome would have been gravely different. Their selfless actions help save a life. For unyielding action of heroism, we award Jesey Bouchard, Carolyn Murray and Evelyn Laskowski with a Life Saving Award. Mayor Fischer concluded by thanking the award recipients for thinking on their feet and making a difference in someone's life.

PRESENTATIONS FOR BOARDS AND COMMISSIONS

1. Kazi Afzal - Public Utilities & Technology Committee

Kazi Afzal has been a Novi resident for almost six years. He has been in the techie area for over 25 years. He moved here working for Tier One Automotive, a German company. His background is electronics and electrical engineering. He graduated from New York in 1993 with a BS and then pursued his masters. In terms of experience, he worked for various companies starting from college and all the way up to management level where he made negotiations, reviewed standards, made deals, came up with standards and found weak points. He is easy to work with and can be tough when needed. Workwise, he can work across the board with people from all cultures and backgrounds. He is detail oriented and loves to travel.

2. Donna Eaddy - Board of Review

Donna Eaddy is presently an 18-year employee of Ford Motor Company. Throughout her career and prior to her current professional role, she held several positions within corporate American which included leadership in sales & market strategy, project management and global direct purchasing, both domestic and international. She is an alumnus of Wayne State University with a degree in business administration, concentrating in management. She holds an associate's degree in business as well. She has a certificate from Real Estate One Academy certifying that she has successfully completed 40 hours of salesperson fundamentals of real estate which includes four hours of fair housing instruction. She has a copy of the certificate if needed. She is a current board member of the Maples of Novi HOA. She is an election inspector, serving under the leadership of the City Clerk. She is a recent graduate of the Novi Ambassador Academy, an eight-week course for residents to learn about the ecosystem of how things work in Novi. She is a benefactor member of the Friends of Novi Library. She hopes her presentation provided impactful insight into her commitment to serve.

3. Syeda Faiz - Beautification Commission

Syeda Faiz lives in Novi after moving from California in 2018. She describes herself as hardworking, professional, diligent, loyal, and understands the importance of teamwork to the success of any organization. She loves to build relationships with different people and help people solve their problems. She is a positive person who believes you get out of life what you are prepared to put in. She is a giving person who enjoys working alongside other like-minded people who want to make a difference in the community. She has a master's degree in English and has worked many years in the banking sector from which she gained a lot of customer service experience as well as learning teamwork, complying with laws and building relationships. She is someone who is a problem solver, braces change with a positive attitude, and pays attention to detail. She also has experience working with children in a school where she has volunteered for a good amount of her life. Over the years she has gained transferable skills and qualities that she feels would be suited to the position of volunteer. She also engages herself in volunteering for schools nowadays. She enjoys reading books which help her improve both professionally and personally. She likes to travel and enjoys good food. She wants to become a volunteer because this is a cause she is passionate about and would like to work alongside like-minded people who make good decisions and positive differences in everything they do in the community.

4. Robert Hamelin - Corridor Improvement Authority

Not present.

5. Chet Roaden - Cultural Arts Committee

Not present.

6. Becky Staab - Cultural Arts Committee

Becky Staab has lived in Novi for 40 plus years and has been active with the arts community for over 40 years. She has currently served on the Cultural Arts Advisory Board for several years and is familiar with the projects that are in process. She has sung with the Novi Choralaires for 40 years. She has been an educator for over 30 years and serves as the truancy coordinator for the Waterford School District. In that capacity, she has become certified in social and emotional counseling which she thinks is important when looking at the arts in our community. She commented that the social and emotional health of our community is important and not everyone looks at health the same way. People who feel better because they go out to Sizzling Summer, which starts on Wednesday, with their children are active in the community also. The Novi Choralaires will celebrate their 50th year as the community choir in Novi and she thinks that needs to be recognized by the City Council and this committee. She concluded by saying that the committee should support what is already and there and by supporting that, they will be able to broaden what is available in the community.

7. Matt Thibaudeau - Corridor Improvement Authority

Matt Thibaudeau has been a resident in Novi for 25 years. He remembers when there were no traffic backups in Novi. He is married with three grown children, all of whom have attended Novi High School. Two of those graduated from MSU and one will be a junior. In his professional experience, he has a CPA and has worked six years in public accounting, 17 years at Chrysler in Financial and now 14 years at Blue Cross Blue Shield in Michigan in strategic program management. He is an active supporter at Novi schools especially the athletic programs. And in his spare time, he has been the president of the Novi Cats, a travel Basketball club, for over 10 years administering all programs that provide competitive basketball opportunities for youth in Novi and surrounding communities. There are 15 teams with about 150 players and functions as a feeder program for the Novi High School basketball programs. He was asked to apply for this and would be happy to make time for this as he understands how difficult it is to get people to volunteer for assignments like this. He comes with no preconceptions about how this should go and would work for the service of the Council.

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Belinda Smith Brock lives in the Meadowbrook Commons senior complex at 25007 Meadowbrook Road, and her comments are a continuation of comments made at the June 3rd Council meeting regarding the lease parking lot addendum to the ranch apartment homes. She consulted with a lawyer for his interpretation of the parking lot addendum. Addendum verbiage states, "this community does not provide any open parking spaces.". "Tenant may only park one vehicle per rented space.", is the attorney

interpretation. The provision should say "free open parking spaces as parking spaces are available for rent" according to the parking lot addendum. Attorney interpretation is "the rented space is exclusive to the assigned vehicle. If a tenant has two vehicles, they should rent two spaces. If guest parking is available, such parking is for guests only on a first come first serve basis.". The lease agreement under Rules of Occupancy states, "management reserves the right to alter or change these rules and regulation in accordance with the lease.". The attorney's conclusion is that the parking addendum is not being enforced. The closest single guest parking space to Ms. Brock's apartment is approximately 53 feet away. When her 91-year-old mother, who uses a wheelchair comes to visit, that closest guest parking space is being used, most if not all the time, by a tenant with a second car. This causes no available parking for the car that her mother is riding in. She addressed the situation with the community manager who responded via email and replied in short saying the tenant was not violating the addendum and could park tenant's second car in the guest parking and she would speak with the tenant about Ms. Brock's concern. There are only eight single parking spaces out of 25 guest parking spaces for 60 ranch homes. She would appreciate the Council looking into this situation.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 24-06-84 Moved by Casey, seconded by Smith; MOTION CARRIED: 6-0

To approve the Consent Agenda as presented.

A. Approve Minutes of:

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B. Approval of a resolution establishing a marriage fee.

C. Approval to purchase Courts and Law Enforcement Management Information System (CLEMIS) and Fire Records Management System (FRMS) fees and services from Oakland County for the 2024-25 fiscal year in the amount of $62,810.

D. Acceptance of a highway easement for completion of sidewalk improvements at 25500 Meadowbrook Road in the amount of $2,145.57.

E. 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 26, 2024, fundraiser at Pavilion Shore Park.

F. Enter Executive Session immediately following the regular meeting of June 3, 2024, in the Council Annex to discuss confidential written communication from the city attorney.

G. Approval of claims and warrants – Warrant 1157

Roll call vote on CM 24-06-84

Yeas: Gurumurthy, Heintz, Smith, Staudt, Fischer, Casey
Nays: None
Absent: Thomas

MATTERS FOR COUNCIL ACTION:

1. Consideration of the request of E & M Holdings, LLC, (Society Hill) to amend the 2001 Consent Judgment, and to set a public hearing on the proposed development.

City Manager Cardenas said the Society Hill is a development located at the northwest corner of 12 Mile and Novi Road that was originally approved in 1999. Society Hill is associated with a 2001 consent judgment that was filed by the City. The consent judgment states that the site plane approved in 1999 was to remain in effect for five years from the date of execution, after which time the applicant would need to seek approval from the City Council to extend the final site plan approved each year. Going back to 2006, the applicant has requested, and the City Council has granted, the site plan extension. The 1999 site plan remains an approved project that could be built. The applicant has submitted a new concept plan for review by the City Council to consider amending the consent judgment. If the Council is amenable to the judgement, a public hearing would be an appropriate action.

Mayor Fischer stated that to understand the process at this point, the applicant Jordan Sasson will update the Council on the proposal and presentation. The Council will have the opportunity to ask questions or provide feedback and comments. No other action would be taken other than to set the public hearing, which is part of the process. He then asked Attorney Schultz to re-establish a baseline for Council based on the fact that this isn't going through the normal Planning Commission process and the reason for that.

City Attorney Schultz responded that this results from the language of the consent judgement from 2001. Over the past couple of years there have been conversations with the developer about a process to move a revised or new plan in front of the City Council. What was agreed on was what the process with the Council would be and when the developer started working on it. It essentially followed the provision in the consent judgment that talks about the City Council being the final decision maker on the site plan and that it doesn't go the Planning Commission. Part of that discussion was that the City will have to hold a public hearing and essentially that is intended to fulfill the obligation that the Planning Commission would typically do, by holding a public hearing to giving the public the same notice but with maybe a different final decision maker.

Mayor Fischer confirmed that this is a different path than the normal site plan review and approval process that's driven by the fact that this site plan is out there currently, and the property is under a consent judgement and Attorney Schultz responded that's correct but with all the protections the public would normally have.

Attorney Alan Green spoke to reiterate the process. An amendment to the consent judgment is a collaborative mutual effort by both sides, and they wanted to work with the City from the beginning on this new vision of the project. It's an older consent judgment that had nothing to do with the development itself. The currently approved development, Society Hill, went through the normal approval process and was approved prior to the consent judgement. The consent judgement is a bit of a hodgepodge. It arose from a condemnation action originally as there were several things going on at the same time. The City was seeking land, to improve Novi Road, from several property owners and there was also a SAD for sewer water. The City ended up having issue back then about finishing up the process so all of that was rolled into this consent judgment which included the plan that was already approved by the City back then and allowed to be re-approved every year after five years and that occurred 20 something years ago. This process began over a year ago when the developer came to the City Council and said that they were interested in doing a new project for Society Hill. The current plan is a traditional garden variety apartment complex with the same units, same buildings with amenities such as a swimming pool and clubhouse. What is being envisioned now is completely different. It's going to be focusing on the current master plan, providing housing opportunities for a wide variety of residents within the same development. Society Hill essentially allows and targets a certain audience. This development targets everybody within the same development and it incorporates a variety of modern planning principles. It deals with generational changes, such as what kind of housing people are looking for. The process started a year ago when the developer came to City Council and presented a new vision. It was a different makeup of Council member but there was an indication that the Council was interested so the developer spent last year doing hard design, engineering, and architecture. The next step, if desirable to the Council, is to set a public hearing. It was agreed to go through the process as if it were any other project other than the consent judgment that indicates the Planning Commission isn't involved in the project but otherwise the developer is going through all the steps with all the departments.

Jordan Sasson commented didn't grow up in Novi but did spend years of his childhood living and working here. He is a second-generation developer. His father was a very active developer in the 80's and 90's and spent many years building notable projects in Novi. As a teenager, Mr. Sasson worked in Novi at those properties and leasing departments and learned what it meant to go to work every day, so Novi is special to him in that regard. He graduated from high school and went to college. He moved to New York and worked for a big real estate developer, Related and Steven Ross who the business school at University of Michigan is named after. This project was approved by his father in 1984 where it took 13 years to rezone and subsequently got approved in 1999. The current site plan provides for 312 apartments, a clubhouse with a pool, and a few tennis courts. Units are two, three and four bedrooms, all of which are quite large in size and all of which have a single car garage. The developer went back to the drawing board over a year ago and had conversations, which predated Mr. Sasson's involvement, about what could be at this important intersection in Novi which is a transition between the core Novi commercial and the residential neighborhood to the north. They want a transformational project that aligns with the master plan visions of the

City and worked with consultants to come up with an exciting project. The property is north of the intersection of Novi Road and Twelve Mile and is 34 acres. Mr. Sasson stated the focus was developing a true mixed-use environment inside the boundaries of the site. Mr. Sasson reiterated Mayor Pro Tem Casey's concerns about the type of housing typologies that are in the City and is focused on providing diverse housing. They also believe in garage parking and think the residents will demand them as that is an expected part of quality. The site is complicated in terms of its engineering features. There will be large outdoor and indoor amenity packages available to all the residents. There will be an extensive network of connected green spaces as they believe in landscaping and incorporating it into the design features as natural features are critically important to this site and to the layout. There will be over 10 acres of preserved wetlands and trails as well as other amenities in the orientation of the building to capture the views and use those wetlands as features of the site. The developer has put thought into how to interact and connect to the amenities from the site and multi-modal connectivity. To the south of the project there is a City owned parcel of three acres that is primarily wetlands and part of the proposal is to use this as stormwater detention. The first key attribute of the project is the housing typologies. There are four-story apartment buildings with tuck under parking. All of the garage entries and locations are specifically cited to work with the existing topography. The highest elevation is about 40 feet from the low elevation across the site. The buildings and roads are located in a way so garages, an important amenity, can be tucked under. The indoor and outdoor amenities are located withing these buildings but are accessible to everybody. There are studios, one, two and three-bedroom apartments that range from 600 square feet to 2,200 square feet. Every building has an elevator. There are also two townhome options with 100 units across the northern half of the site and 80 of those are three-stories that range from two to three-bedrooms and have a variety of layouts and sizes. All of these have a private garage with EV capability. There will be EV capability in all buildings. There will be 20 two-story townhomes of which 16 are planned to have full ground floor living accommodations where the master suite, living, kitchen and bathrooms are. There is a two-story option that has a second or third bedroom upstairs if a larger area is needed. Mr. Sasson stated that Novi has a diverse demographic, a big population and it's important to appeal to those and help the City continue to grow by having a product that appeals to everyone. The indoor amenity will be approximately 15,000 feet across the main level of the large building as well as a rooftop amenity. The indoor amenity will have a grand lobby, business center, leasing management office, café, bistro, fitness center and more. The outdoor amenities are a big differentiator. The topography of this site is unique. When you enter the building on the first floor, it is about 30 feet above the height of a pond located on the west side, so everyone that comes into that building or lives there will have a tremendous view. There is a tiering opportunity to introduce amenities such as pools, tennis courts, basketball courts, and pickleball courts. There is a turf soccer pitch in the middle and a kids' playground. Mr. Sasson stated that given how complicated and large the site is, they have made a product that will help create an economic halo effect for commercial revitalization and investment within the City. For sustainability there will be EV charging stations, LED lighting, Smart Home systems, motion-sensor lighting, sustainable building materials and energy efficient appliances. The key attributes of Natural features and green space are buildings and amenities sited in location to optimize view corridors of

natural features, 10 plus acres of preserved wetlands & woodlands, nearly seven acres of active open green space, 98% of units have a private outdoor space, two plus miles of walking & running trails, permanent water ponds, gazebo seating & pergola areas for viewing, plus a significant landscaping program. The multi-modal connectivity will have two plus miles of trials within Society Hill that connect to sidewalk improvements along Novi & 12 ½ Mile roads including a new at-grade sidewalk, interconnected bike path to Lakeshore Park and more within a half a mile, plus or minus. The new proposed site still uses the RM1/PD1 zoning. Its use is residential with all the ancillary components, amenities and so on that are a part of that zoning. As it was in 1999 and still is today under the newly proposed plan, the heights correspond to the same PD1 guidelines. It's important to note that while there are more units, it's a different type of unit configuration. The overall square footage and room count is negligently the same and the parking ratio is consistent with the standards of the City. The site was originally approved for approximately 2,000 trips based on a traffic study that was done years ago but has now increased by 184. Regarding stormwater management, ordinances and standards were different when the plan was originally approved but Mr. Sasson stated that they would increase the storage capacity which would have a more significant and positive impact in terms of flow rates of the site and into the City's storm system. The developer has worked with the Engineering department and the City to come up with a concept where they would use the City's parcel for storage and control the flow offsite.

Member Smith expressed that he liked the idea of coworking space, conference rooms, first-floor living, elevators and the looks of the development. He is concerned about the number of trees coming out and that the developer wants to use the 1999 era ordinance for replacing the trees or for paying into the tree fund. The count has gone from 1,062 trees in 1999 to 1,338 now, which is 25% more trees coming off the site. Member Smith commented that in general, when developers are making presentations, he would like to see more use of solar or inground heat exchange systems for heat pumps.

Member Gurumurthy had three items of concern and feedback. The first item she spoke of was the tree survey that was done back in 1999 and thinks it's important to do the tree survey now so the Council can better understand what the impact is going to be. The second item was the shoreline setbacks as she thinks it should be 100 feet across the board. The third item was the wetland mitigation and Member Gurumurthy expressed that it is important that we are consistent with the City's wetland and watercourse protection and wants to see that it's within the ordinance, on site or a little bit within the City's jurisdiction. The last concern is about the screening berm near the property lines and want to make sure that is also aligned with the ordinance.

Member Heintz mentioned that the 10 acres that would be preserved wetland is not a conservation easement and asked could that potentially be subject of alteration or future development. Jordan Sasson responded by saying that the site is oriented and designed in a way that those are features of the site and that they are making a meaningful investment towards the design that those are amenities of their site. Mr. Sasson also said that there is zero interest in doing anything with those areas and there is every intention of keeping them an integral part of the project. Alan Green added they

would take the next step in preparing an amended restated consent judgement by attaching a preliminary plan and that would bind them in that regard. In a consent judgement of this nature, there could be a paragraph or provision dealing with natural features or wetlands so there would be a commitment that would be court ordered and would preserve those features. Addressing the woodlands, with respect to the new trees that are proposed to be removed, they are applying the current ordinance standards and not looking back at 1999 requirements. Replacement or financial requirements for those trees are being looked at. Other trees that were slated to be removed were replaced and there have been about 1,266 trees planted elsewhere in accordance with the consent judgement even though there is no development yet. Mr. Green understands that some of the trees that were counted back in 1999 have grown but that the trees they planted elsewhere have also grown and reiterated that the intent is to look at the current ordinance.

Jordan Sasson presented a map that addressed the new limits of disturbance and stated that there are 194 trees on their site and 82 trees on the City's parcel. The 82 trees on the City's parcel and most of the 994 trees are to accommodate the larger stormwater base. In addition to introducing new building typologies, road access, and buildings that need access on all four sides for the garages, making the road systems work is an incremental challenge. There are two small wetland pockets that are in the middle of the site plan north of the detention basin that makes up most of the incremental disturbance on the site. The old plan had no impact therefore no mitigation, but this plan has mitigation because there's impact. The only place to do it from a grading limits perspective is adjacent to the remaining preserved wetlands which means there are larger impact areas. As part of the mitigation requirements, there is a lot of mitigation on site for woodlands where the old plans had none as it was all off-site, so they are trying to find a balance of both wetland and woodland mitigation on site. Mr. Sasson also wanted to address the shoreline setback and stated that there was also a deviation that was granted under the original plan. There is a tight topographic condition from Novi Road to the elevation of a large pond, almost a 40-foot drop so those buildings also have the same shoreline setback. The detention ponds are treated as ponds and have shoreline setbacks. The original detention ponds for the original plan also have setback limits. The 1999 site plan had stormwater detention basins sized for a 10-year flood event. The new plan has the stormwater detention basins sized for a 100-year flood event where the City's parcel is included to partially offset incremental impact of stormwater management and updated basins will help cleanup, control & improve existing runoff entering the preserved wetlands & city stormwater system. The deviation is necessary in order to be able to site this project in a successful way.

Member Staudt stated that he has been involved for 17 renewals on this project. He then wanted to know if there is anything that prohibits us from negotiating public benefits in the changing of the consent judgment. City Attorney Schultz replied by asking if Member Staudt was talking about the sort of public benefit concept that is typically talked about with a planned rezoning overlay in which Member Staudt responded by saying that was exactly what he was talking about. City Attorney Schultz then commented that he didn't know if they would be identified as that but as Mr. Green said, this is a bit of negotiation

due to amending the consent judgment and if both parties are amenable to something, it can find its way into the consent judgment amendment. Member Staudt commented that there is definitely a benefit to the developer expanding this footprint and there are some things that he thinks would be of beneficial use to City residents. He then asked the developer if the intent is to build out the entire site in one phase, including the amenities or build out a few buildings at a time. Mr. Sasson responded by saying that the horizontal infrastructure work on this site needs to be attacked in one shot because of the land balancing requirements and the utilities. The site is big and complex and the dirt from one side needs to be moved to another side. Mr. Sasson continued by saying that 463 apartments cannot be delivered in one month and this needs to be sequenced. There is not enough local manpower to build all these buildings in one shot. The intention is not to "phase the project" but to deliver building by building which is no different than other projects under construction in Novi. Some residents move in early and some will move into the last building. There are construction limitations, worksite limitations, and a market absorption question as you have to get people in quickly so you can get to the next building. Member Staudt said that some of the attractive parts of this are the smaller buildings on the perimeter of the development. He wouldn't be a supporter of the mega building being built first and then those built at a later date. Member Staudt stated he doesn't want a development that goes on for 10 years and would ask to have something in the consent judgment about some kind of a build out period. He doesn't want a big building built and no amenities and then the amenities will get done as time goes on. There are some concerns Member Staudt has about a development this large and the amount of time that it's going to take and if something will change in the economy that precludes the project from getting finished. For example, buildings with garages don't get done because financially it is not the right time. Mr. Sasson responded by saying that the reason they approach this project, with multiple housing typologies, is to mitigate that concern. It is the developer's belief and business plan to deliver a variety of product typologies. The goal is to try to have mass grading, the balancing of the site, and all the utilities done in one shot to allow for all the housing. They have to get though the site and find areas to be able to sequence first but the goals and objectives were to have variety of housing to attract a wide base from the get-go and that includes the amenities and everything else. The site will be marketed in a manner that it is a very unique project. Mr. Sasson continued that to achieve their goals, they need to deliver the promise that they are making to the community, to the residents, and to themselves or else it will not be a successful project. He cannot speak to the past 25 years as to the history of the annual renewals but can speak to his involvement in coming up with this concept and working with his team, engineers and consultants to dream up this and listening to what he believes he has heard from the Council. They listen to what the Council says, what the touch points are and have done their best to incorporate them into this project. Mr. Sasson's father, back in 1990, built River Oaks West and it is one of the most well-known properties in Novi. It spearheaded a run of successful projects that followed with Main Street and other projects that came to Novi, since River Oaks was the first project with garages. River Oaks was also the first project with a 10,000 plus square foot clubhouse and a huge pool deck. Mr. Sasson believes in this community, which is why this project is being presented. It's an important intersection and is something he believes in or the land would have been sold years ago. It's a project they believe can catapult the city for

many generations to come like river Oaks did years ago. It's a big project that has complexities that will need to be worked through and they will do their best. Member Staudt said that his question didn't get answered and that the Council generally doesn't get involved in individual developments but wanted to make it known what issues he has and wanted to know is this going to take several years to build out. Mr. Sasson responded by saying that he recently went to a project on 90 acres and three times the size of this project and it was built in two years. This project has more risk because but thinks this is more appropriate for today's market and what the City deserves. Member Staudt said he thought the proposal brought forward in 2021 or 2022 was a good project and he supported it but being discussed is to open up a consent judgement which is not usually done in this City. He has made it clear that the whole issue of this project is how it's going to be built out and when things are going to get done. He wants to make sure the very largest building, which people cannot move into, isn't completed without any of the amenities being completed. He wants to see those things built in conjunction with the large building because what he doesn't want is a big building sitting in the middle of a lot with nothing because the market's changed. There is nothing in the agreement that says you have to build this and at some point, it could stop. Member Staudt then asked if the amenities will be an additional cost to the residents. Mr. Sasson responded yes, it is common practice to charge amenity fees but that everyone will be charged the same amount and that it may be a separate charge or part of the rent.

Mayor Pro Tem Casey stated that there is a lot to like about the development and the difference in the housing topography. She appreciates hearing some of the feedback that some of her colleagues have been saying for months now in terms of wanting first floor living for alder adult residents. When she looks through the packet, there's a lot of feedback from staff that she looks forward to seeing come back in the next submittal. There is a list of things that Council has in front of them that she expects that they will talk about at the table because there are some deviations that the developer is asking for. Mayor Pro Tem clarified that they will be talking about setting a public hearing tonight and at the next meeting she will be looking forward to seeing what they've done to respond to the staff's feedback and expectations. She would also like to see some clarity about where the 1,200 trees are that have already planted. She echoes Member Staudt's concerns about how the site gets built out.

Mayor Fischer said he looks at this from a pro/con list. Fundamentally, there is an agreement and a site plan, and the developer could go ahead and start tomorrow with that and he thinks it's doable but it's not something that would be a showcase for Novi. What is being proposed now is such a higher quality and nicer change of pace from the prior plan, and those pros take away from some of the negatives. There is everything from 600 some odd square feet to 2,200 square feet with all the amenities inside and out. He is impressed and intrigued and supports all of that. He is also intrigued by what Member Staudt said and thinks it's an appropriate concern from a Council perspective but also thinks that it is something that could be collaborated on to come up with something that would satisfy both parties. He thinks the project has a lot to offer and would be something that Novi as a city could be proud of.

CM 24-06-85 Moved by Casey, seconded by Staudt: MOTION CARRIED: 6-0

Approval of request to set a public hearing in order to consider the request of E & M Holdings, LLC, (Society Hill) to amend the 2001 Consent Judgment, and direct City Staff to send notice of a public hearing to be held at the July 8, 2024, City Council meeting.

Roll call vote on CM 24-06-85
Yeas: Heintz, Smith, Staudt, Fischer, Casey, Gurumurthy
Nays: None
Absent: Thomas

2. Approval of resolution to authorize Budget Amendment #2024-5

City Manager Cardenas said this budget amendment puts us in line with what was approved during the budget process by City Council and gets us to the fund balance level that was directed by Council, the 11.4 mark. It sets us up for the next budget amendment which is at $3 million with all the rollovers and could be listed separately in the capital fund. One thing brought to his attention under the Parks and Rec fund is a reduction of a transfer from the general fund to the Parks fund that will need to be noted because the Parks fund did not need that large of a support from the general fund.

CM 24-06-86 Moved by Casey, seconded by Smith: MOTION CARRIED: 6-0

Approval of resolution to authorize Budget Amendment #2024-5.

Roll call vote on CM 24-06-86
Yeas: Smith, Staudt, Fischer, Casey, Gurumurthy, Heitz
Nays: None
Absent: Thomas

3. Approval of resolution to authorize Budget Amendment #2024-6

Member Smith commented that he liked the idea of breaking out the carryovers into a separate budget because it makes it easier to understand where things are coming from and going to and as someone who reads the budget, it is appreciated.

CM 24-06-87 Moved by Smith, seconded by Staudt: MOTION CARRIED: 6-0

Approval of resolution to authorize Budget Amendment #2024-6

Roll call vote on CM 24-06-87
Yeas: Staudt, Fischer, Casey, Gurumurthy, Heintz, Smith
Nays: None
Absent: Thomas

4. Appointments to Boards and Commissions - Parks, Recreation, & Cultural Services Commission Appointment and Planning Commission Re-Appointment

City Clerk Hanson stated that for the Parks, Recreation & Cultural Service Commission there were two full terms available. There was one applicant who received enough votes to be appointed and that is Swami Gopalakrishnan leaving one full term to still be appointed. Mayor Fischer stated that the second appointment can be revisited at the next meeting.

CM 24-06-86 Moved by Fischer, seconded by Casey: MOTION CARRIED: 6-0

Approval to re-appoint Ramesh Verma to the Planning Commission

Roll call vote on CM 24-06-86
Yeas: Fischer, Casey, Gurumurthy, Heintz, Smith, Staudt,
Nays: None
Absent: Thomas

CM 24-06-87 Moved by Fischer, seconded by Casey: MOTION CARRIED: 6-0

Approval to re-appoint Mark Pearson to the Planning Commission

Roll call vote on CM 24-06-87
Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Fischer
Nays: None
Absent: Thomas

CM 24-06-88 Moved by Fischer, seconded by Casey: MOTION CARRIED: 6-0

Approval to re-appoint Mike Lynch to the Planning Commission

Roll call vote on CM 24-06-88
Yeas: Gurumurthy, Heintz, Smith, Staudt, Fischer, Casey
Nays: None
Absent: Thomas

5. Consideration of approval of Change Order No. 5 to Cadillac Asphalt, LLC for construction of Thirteen Mile Road Rehabilitation, Meadowbrook Road to M-5, in the amount of $927,466.

City Manager Cardenas said this is tied to the project that the City assumed responsibility from the GLWA and their initial construction last year. The total cost will be $1.1 million with the packet material estimated an increase of about $500,000. The City's responsibility is believed to be closer to $250,00 due to some reimbursement from GLWA because the City will be doing more work on the south side than was initially thought.

CM 24-06-89 Moved by Casey, seconded by Smith: MOTION CARRIED: 6-0

Approval of Change Order No. 5 to Cadillac Asphalt, LLC for construction of Thirteen Mile Road Rehabilitation, Meadowbrook Road to M-5, in the amount of $927,466.

Roll call vote on CM 24-06-89

Yeas: Heintz, Smith, Staudt, Fischer, Casey, Gurumurthy
Nays: None
Absent: Thomas

6. Consideration of agreement with People's Express, ("PEX") that will allow use of City office and parking space and provide a process for PEX to invoice the City for the cost of fares to enable Eligible Rides to receive rides for free.

City Manager stated that similar to other transitions experienced with city services, contractors have asked to be on site so they can answer questions and help facilitate the transition and answer real time questions. For the next six months it's proposed that PEX will be in-house, and this includes having their vehicles on site using spaces as well as office space and using the City's fuel pumps. It would be a good idea to have an MOU in place to facilitate this. The City Manager requested that the motion include the typical language "subject to the approval of final form by the City Manager, City Attorney' office, including minor non-substantive amendments" since there were changes to the agreement that were brought to attention.

Member Gurumurthy commented that she was glad that PEX will be on site and asked if they will be available during the transition time as well. The City Manager responded yes, during the daytime hours as well as their call center which is sometimes available past the normal nine to five hours.

Mayor Pro Tem Casey stated she liked this process that was started with Waste Management, or the trash vendor at the time, by bringing them on site for that transition. She appreciates the process that's been started and continuing it with PEX. Her only comment would be since this agreement can be mutually extended, is to get staff's input around the three-month mark as to if an extension is needed.

CM 24-06-90 Moved by Casey, seconded by Gurumurthy: MOTION CARRIED: 6-0

Approval of an agreement with PEX to run from July 1, 2024, to December 31, 2024, which may be extended upon mutual agreement subject to the approval of final form by the City Manager, City Attorney' office, including minor non-substantive amendments.

Mayor Fischer asked what the purpose was of having PEX lease parking spaces from the City and what was their long-term solution beyond December 31st. The City Manager responded that the purpose was so that drivers that were hired from City staff and locally,

and will not have to drive to Whitmore Lake to pick up the buses only to come back here. There will be four PEX vehicles parked here. There is no final determination on how long the PEX vehicle will be kept here or at Whitmore Lake. The Mayor commented that PEX is a separate body and should not be using City parking spaces free forever as those should be available for residents and suggested the City enter into a rental agreement with any businesses using our facilities or parking spaces. The Mayor is fine with offering PEX spaces for during this transition for a period of six months. City Attorney Schultz clarified that it is expected that there will be a subsequent agreement unless this all gets worked in the County agreement. The Mayor stated then the City would need to do something beyond 2024 if subsidies on these rides continued and if the County doesn't do anything, there would be another agreement like this one and Mr. Schultz expects that to be so.

Member Staudt expanded on the Mayor's concern by saying that he thinks it would be appropriate for PEX to have some kind of staging area or depot by purchasing property in the City and making an investment in the City, much like MedStar did. To drive to Whitmore Lake and back to have service in the area doesn't make sense and thinks it would behoove them to look at a facility here and make that investment in the community. PEX is getting $1.5 million a year so they can afford a small building.

Roll call vote on CM 24-06-90 **Yeas: Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz**
Nays: None
Absent: Thomas

7. Consideration of Resolution Approving Assignment of Waste Hauling Agreement from GFL Environmental to Priority Waste LLC. subject to the Transfer Agreement between GFL and Priority Waste begin finalized and Priority Waste providing insurance to the City.

City Manager Cardenas said the City is notified that GFL will be selling their residential business to Priority Waste, a company that is located on the east side. The provision in the agreement requires that any change by the provider must be approved by City Council. It is anticipated that residents will not see a difference in the level of service, just different colored trucks. The days of service will stay the same and the level of service will remain high. Resident carts may receive a new sticker at some point that he is sure Priority will facilitate to acknowledge the cart as Priority Waste's property. It is expected there will be the same high-level service from Priority just like from GFL and Waste Management.

Member Staudt said that there was good service from GFL and wanted clarification regarding exchanging out the trash barrels. Sam Caramagno from Priority Waste stated that there will be the same trash and recycling containers as before and the trucks will someday be yellow and no longer green.

CM 24-06-91 Moved by Staudt, seconded by Smith: MOTION CARRIED: 6-0

Approval of Resolution Consenting to the Assignment of the City's waste hauling agreement from GFL Environmental to Priority Waste.

Mayor Fischer stated that it was his understanding that with contracts like these, there seem to be very little recourse as a city council to not go ahead and allow this assignment or contract to take place unless there was some justifiable reason and asked if Attorney Schulz could expand on that. Mr. Schultz responded that Michigan contracts are generally assignable unless there's an attempt by the parties to limit that assignment ability. This language here is typical for agreements that been seen in Novi and is somewhat of a limitation which says, it can't be assigned without consent which will not be unreasonably withheld, meaning that there has to be a commercially good reason to say no.

Roll call vote on CM 24-06-91

Yeas: Staudt, Fischer, Casey, Gurumurthy, Heintz, Smith
Nays: None
Absent: Thomas

8. Approval of the recommendation from the Consultant Review Committee for City's 2024-2025 property and liability insurance coverage with Travelers Insurance in the amount of $574,891.

The City Manager commented that the City has been with Tokio Marine Insurance since the early 2000's. Recent quotes from the City's broker, Kapnick, brought Traveler's Insurance with a premium account at $574,000, which is the same amount the City had last year. Instead of planning for a 10%, there will be a $57,000 savings for next year's budget. A consultant review that that was appropriate, and the proposal Traveler's put forth was impressive.

Member Staudt said that on the Consult Review Committee, there was a lot of discussion about this. The new proposal provides excellent coverage for the City. It is going to be a potentially long-term agreement. Traveler's is interested in the community and want to do business with the City.

CM 24-06-92 Moved by Staudt, seconded by Casey: MOTION CARRIED: 6-0

Approval of the recommendation from the Consultant Review Committee for City's 2024-2025 property and liability insurance coverage with Travelers Insurance in the amount of $574,891.

Roll call vote on CM 24-06-92

Yeas: Fischer, Casey, Gurumurthy, Heintz, Smith, Staudt,
Nays: None
Absent: Thomas

9. Approval of the recommendation from the Consultant Review Committee to renew Kapnick Insurance Group as the City's insurance broker for general liability and property insurance until fiscal year 2028 with a one two-year city renewal option.

CM 24-06-93 Moved by Staudt, seconded by Casey: MOTION CARRIED: 6-0

Approval of the recommendation from the Consultant Review Committee to renew Kapnick Insurance Group as the City's insurance broker for general liability and property insurance until fiscal year 2028 with a one two-year city renewal option.

Member Staudt stated that this was part of the Review Committee meeting and after consideration and discussion, it was determined that instead of a two-year renewal agreement, a four year would be more appropriate as Kapnick has done a good job for the City.

Roll call vote on CM 24-06-93

Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Fischer
Nays: None
Absent: Thomas

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS:

1. Older Adult Needs Committee

Mayor Pro Tem Casey stated that the work of the Committee in tonight's meeting was going through and getting close to finalizing their presentation to Council which is scheduled for the end of July.

2. Consultant Review Committee

Member Staudt commented that the committee basically oversees and assists staff with the discussion about major projects and contracts. One big thing coming down the pike is going to be a review of a potential management representative for a public safety facility.

3. Environmental Sustainability Committee

Member Smith said the committee has their first meeting tonight and had a good discussion of potential outside resources to talk to other cities and groups of the county that have implemented environmental sustainability plans. The plan is to narrow down looking at what other people have been successful with and where issues have been

and where funding can be found. The committee did a little brainstorming session on ideas and hope to have a representative from one of the neighboring communities to come in and talk to the committee about their process.

MAYOR AND COUNCIL ISSUES: None

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 9:01 P.M.

_____
Cortney Hanson, City Clerk

_____
Justin Fischer, Mayor

_____
Transcribed by Becky Dockery,
Account Clerk

Date approved: July 8, 2024

CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Consideration of request to transfer ownership of an existing Class C & SDM license from BR Novi, LLC to Black Rock Novi Incorporated, located at 44175 W. 12 Mile Rd., Suite F-145, Novi, MI 48377.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Black Rock Bar & Grill requests to transfer ownership of its existing Class C & SDM license from BR Novi, LLC to Black Rock Novi Incorporated. The business will continue to operate as Black Rock Bar & Grill.

The general licensing policy as stated in Chapter 3 of the City Code states, at Section 3-13, that an applicant must demonstrate in particular that the proposed facility:

a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city.
b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies.
c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.

More specific review criteria are set forth at subsection 3-15(g), and in addition to the general information regarding the applicant and the facility or building at issue, they require a review of the benefits to the community of the proposed use:
(3) Benefits to community:

a) The effects that the issuance of a license would have upon the economic development of the city or the surrounding area.
b) The effects that the issuance of a license would have on the health, welfare, and safety of the general public.
c) Whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration the following, together with other factors deemed relevant by the council:

1. The total number of licenses for similar establishments and/or operations in the city, considered both in terms of whether such number of similar establishments is needed and whether there may be a need for other types of establishments that could go unmet if the requested license were granted.
2. The proximity of the establishment to other licensed liquor establishments, the type of such establishments, whether such other establishments are similar to that proposed, and the anticipated impact of all such determinations.
3. Whether the proposed location is in an area characterized as developed, redeveloping, or undeveloped, and the anticipated impact of approving the newly proposed establishment in light of such character, taking into consideration the need for any type of additional licensed establishment in the area, and the need the particular type of establishment proposed.
4. The impact of the establishment on city policing and code enforcement activities.
5. The overall benefits of the proposed establishment to the city.
6. The overall detriments of the proposed establishment to the city; and
7. Any other factors that may affect the health, safety, and welfare relative to the need for and/or the convenience of the proposed establishment in the city.

RECOMMENDED ACTION: Approval of request to transfer ownership of an existing Class C & SDM license from BR Novi, LLC to Black Rock Novi Incorporated, located at 44175 W. 12 Mile Rd., Suite F-145, Novi, MI 48377, because the transfer will be to owners who have worked in the particular establishment, or other locations of the same establishment since they were founded in 2012. The transfer will promote continuity of services of a long-term business with recognized ties to the city and the local community, which business has been operated in the City since 2012 in a manner consistent with City ordinances and without violations, and which will remain in a location that continues to demonstrate a need the particular type of establishment

LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

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OF COUNSEL:
PHILLIP G. ADKISON
KEVIN M. CHUDLER
GARY R. RENTROP
KATHERINE A. TOMASIK

May 16, 2024

Via UPS 2nd Day Mail

Ms. Cortney Hanson, Clerk
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

Re: Black Rock Novi Incorporated
44175 W 12 Mile Rd, Ste F-145 Novi MI, 48377-1982
Request ID No. 2404-05303

Dear Ms. Hanson:

We represent Black Rock Novi Incorporated, a Michigan corporation ("Black Rock Novi") in liquor licensing matters. Enclosed please find Black Rock Novi's City of Novi Liquor License Application.

Black Rock Novi has entered into an agreement to purchase certain business assets and liquor license from BR Novi, LLC, a Michigan limited liability company located at 44175 W 12 Mile Ste F 145, Novi, Michigan.

This is an application to transfer ownership of the Class C and SDM liquor licenses. In connection with the purchase transaction, Black Rock Novi has filed an application with the Michigan Liquor Control Commission to transfer ownership of the liquor license, and for a Sunday Sales (AM and PM) Permit and an Entertainment Permit.

BR Novi, LLC currently does business as Black Rock Bar & Grill and Black Rock Novi will continue to operate as Black Rock Bar & Grill.

Black Rock Novi's stockholders are Branden Morganroth and Brock Morganroth ("Owners"). The Owner's father, Lonny Morganroth, started the Black Rock concept in 2010 in Hartland, Michigan. Both Owners have worked in the development of the concept of Black Rock Bar & Grill, and both have worked directly in the Hartland restaurant. Lonnie Morganroth owned and operated the Black Rock Bar & Grill in Novi from 2012-2016 and Branden Morganroth was

the general manager. The Owners just started operating at their new Black Rock in Toledo in December 2023.

Black Rock Novi will continue to operate the restaurant in the same professional manner as the previous operators with a family friendly atmosphere. The hours of operation will be 7 days a week from 11:30 a.m. to 10:00 p.m. The business may extend its hours based on customer demand. The restaurant's capacities are subject to the approval of the Novi Fire Department.

Enclosed for your review are the following:

- Liquor License Application (Questionnaires A & B);
- Legal description;
- Site plan of Novi Town Center;
- Floor plan of the building; and
- Menu.

In addition, enclosed is a check payable to the City of Novi for the application fee in the amount of $1,420.00. Additionally enclosed is the Liquor License Application Questionnaire C and the associated attachments for the Novi Police Department.

Please consider all personal and business documents confidential, and please do not release any of this documentation to the public.

We respectfully request that this matter be placed on an agenda for consideration by the Novi City Council as soon as possible. Please let us know if you have any questions, or there is anything further you need to facilitate your review of this application. Thank you for your assistance in this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

Kelly A. Allen

/lbp
Enclosures

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council. Please refer to Novi Alcoholic Liquor Ordinance, Articles I-II.

1(a). Name, address and phone number of applicant:

Branden Morganroth, President

Brock Morganroth Vice President

1(b). Name, address and phone number of business:

BLACK ROCK NOVI INCORPORATED/Black Rock Bar & Grill

44175 W 12 Mile Rd., Ste F-145, Novi, MI 48377-1982

(248) 465-7777

NOTE: If the applicant is a partnership, you must include the name and address of each partner and attach a copy of the partnership agreement. If the applicant is a privately held corporation, you must include the name and address of each corporate officer, member of the board of directors and/or stockholders. Attach a copy of the articles of incorporation.

2. Type of liquor license applying for (check all those that apply):

X Class C Resort Tavern Club Hotel A B Quota Transfer Microbrewery/Brewpub

Theme of Proposed Business:

BLACK ROCK NOVI INCORPORATED is applying to transfer the existing Class C and SDM license from BR Novi, LLC in the Fountain Walk Mall and will continue to operate as Black Rock Bar & Grill. Black Rock Bar & Grill is a full service American steakhouse restaurant.

3. Street address and legal description of the property where liquor license is to be located:

BLACK ROCK NOVI INCORPORATED , 44175 W 12 Mile Rd., Ste F-145, Novi, MI 48377-1982. A legal description is attached to the application.

Questionnaire B – Administrative Background Information for Liquor License

The Novi City Council will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Novi City Council.

1. What is the applicant's management experience in the alcohol/liquor business?

BLACK ROCK NOVI INCORPORATED stockholders are Branden Morganroth and Brock Morganroth. Branden Morganroth has worked for their father Lonnie Morganroth in the creation of the Black Rock concept since 2010. Brock Morganroth has worked for their father Lonnie Morganroth in the creation of the Black Rock concept since 2018. Branden Morganroth has worked in the Black Rock Restaurant which is owned by their father, located in Hartland, since 2010. Branden Morganroth worked in the Black Rock Restaurant which was owned by their father located in Novi from 2012-2016. Brock Morganroth has worked in the Black Rock Restaurant which is owned by their father, located in Hartland, since 2018.

2. What is the applicant's general business management experience?

Both Branden and Brock Morganroth have extensive general management experience in restaurant operations, as well as restaurant franchise development. The stockholders of the company, its management staff, and employees have vast management experience operating a business with a liquor license.

3. What is the applicant's general business reputation?

Branden and Brock Morganroth and its members have an excellent reputation in the communities in which they operate their businesses.

4. What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located?

Branden and Brock Morganroth have the financial status and ability to operate this Black Rock location in the same fashion as the current operators. There is no cost to Black Rock Novi Incorporated for this transaction.

5. What are the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors?

Branden and Brock Morganroth do not have any past criminal convictions of any type.

6. Does the applicant use alcoholic beverages to excess?

Branden and Brock Morganroth do not use alcoholic beverages to excess.

7. What is the effect that the issuance of a license would have upon the economic development of the surrounding area?

Black Rock is located in the Fountain Walk Mall. This is a transfer of an existing liquor license to continue to operate as a Black Rock Restaurant. Black Rock Novi will continue to enhance the economic development of the area.

8. What effect would the issuance of a license have on the health, welfare and safety of the general public?

The transfer of of the liquor license to Black Rock Novi Incorporated will continue to have a positive effect on the health, welfare and safety of the general public.

9. Has the applicant received responses from the Police Department, Building Department and/or Fire Department with regard to the proposed facility?

Black Rock is a currently operating licensed business and will continue to comply with any requirements of the police department, building department and/or fire department.

10. What is the public need or convenience for issuance of a liquor license for this facility at the proposed location?

Black Rock currently holds a liquor license at this location since 2016 licensed to BR Novi, LLC and this is a transfer to Black Rock Novi Incorporation will continue to enhance the area in which it is located with its friendly service and is convenient for the public as a full service restaurant.

11. What is the uniqueness of the proposed facility when contrasted against other existing or proposed facilities and the compatibility of the proposed facility to surrounding architecture and land use?

Black Rock is a well-known concept as an award-winning steakhouse and a unique dining experience which is completely compatible with the surrounding area.

12. Does the facility to which the proposed liquor license is to be issued comply with the applicable building, plumbing, electrical and fire prevention codes and zoning statutes and ordinances applicable to the City of Novi? Has applicant received information from the appropriate departments?

The establishment is located in the Fountain Walk Mall and complies with all building, plumbing, electrical and fire prevention codes and zoning statues and ordinances.

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Exhibit "B"

Property Description

TWELVE MILE CROSSING AT FOUNTAIN WALK
NOVI, OAKLAND COUNTY, MICHIGAN

Legal Description of Shopping Center

A part of the Northwest ¼ and the Northeast ¼ of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Commencing at the Northeast corner Section 15 and proceeding South 88 degrees 35 minutes 38 seconds West, 1690.26 feet along the North line of said Section 15 to the point of beginning; thence South 01 degrees 53 minutes 38 seconds East, 2563.67 feet along the West line of Donelson Drive (70.00 feet wide); thence North 83 degrees 29 minutes 50 seconds West, 1000.87 feet to a point on the North-South ¼ line of said Section 15; thence North 81 degrees 25 minutes 51 seconds West, 268.45 feet; thence North 01 degrees 52 minutes 22 seconds West, 2374.60 feet to a point on the North line of said Section 15; thence North 87 degrees 32 minutes 34 seconds East, 264.01 feet along said North line to the North ¼ corner of said section 15; thence continuing along said North line North 88 degrees 35 minutes 38 seconds East, 989.28 feet to the point of beginning.

Except a part of the Northwest ¼ and the Northeast ¼ of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Commencing at the Northeast corner of Section 15 and proceeding South 88 degrees 35 minutes 38 seconds West, 2679.54 feet along the North line of said Section 15 to the North ¼ corner of Section 15; thence continuing South 87 degrees 32 minutes 34 seconds West, 229.01 feet along the North line; thence South 01 degree 52 minutes 22 seconds East, 75.00 feet to a Point of Beginning; thence South 01 degrees 52 minutes 22 seconds East, 2306.40 feet; thence North 81 degrees 25 minutes 51 seconds West, 35.59 feet; thence North 01 degrees 52 minutes 22 seconds West, 2299.59 feet; thence North 87 degrees 32 minutes 34 seconds East, 35.00 feet to the point of beginning.

Also except a part of the Northwest ¼ and the Northeast ¼ of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Beginning at the North ¼ corner of Section 15; thence North 88 degrees 35 minutes 38 seconds East, 989.28 feet along the North line of said Section 15; thence South 01 degrees 53 minutes 38 seconds East, 102.00 feet; thence North 46 degrees 58 minutes 12 seconds West, 38.57 feet, thence South 88 degrees 35 minutes 38 seconds West, 962.00 feet to a point on the North-South ¼ line of said Section 15, thence South 87 degrees 32 minutes 34 seconds West, 202.19 feet; thence South 42 degrees 38 minutes 24 seconds West, 38.25 feet; thence North 01 degrees 52 minutes 22 seconds West, 27.00 feet; thence South 87 degrees 32 minutes 34 seconds West, 35.00 feet, thence North 01 degrees 52 minutes 22 seconds West, 75.00 feet to a point on the North line of said Section 15; thence North 87 degrees 32 minutes 34 seconds East, 264.01 feet along the North line of said Section 15 to the point of beginning.

SAVE AND EXCEPT: (GFS Marketplace Realty Five LLC),

Situated in the County of Oakland, City of Novi, State of Michigan, is described as follows:

A part of the Northeast ¼ of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as: Commencing at the Northeast corner of said Section 15; thence along the North line of said Section, South 88 degrees 35 minutes 38 seconds West, 1690.26 feet; thence South 01 degrees 53 minutes 38 seconds East, 102.00 feet to a point on the West right of way line of Donelson Drive (70 feet wide) also being the point of beginning; thence continuing along said West line South 01 degrees 53 minutes 38 seconds East, 278.00 feet, thence South 88 degrees 35 minutes 38 seconds West, 309.80 feet; thence North 01 degrees 24 minutes 22 seconds West, 305.00 feet to a point on the South right of way line of 12 Mile Road (75 feet ½ width); thence along said South right of way North 88 degrees 35 minutes 38 seconds East, 279.89 feet, thence South 46 degrees 58 minutes 12 seconds East, 38.57 feet to the point of beginning.

Part of Tax Item No. 22-15-200-100

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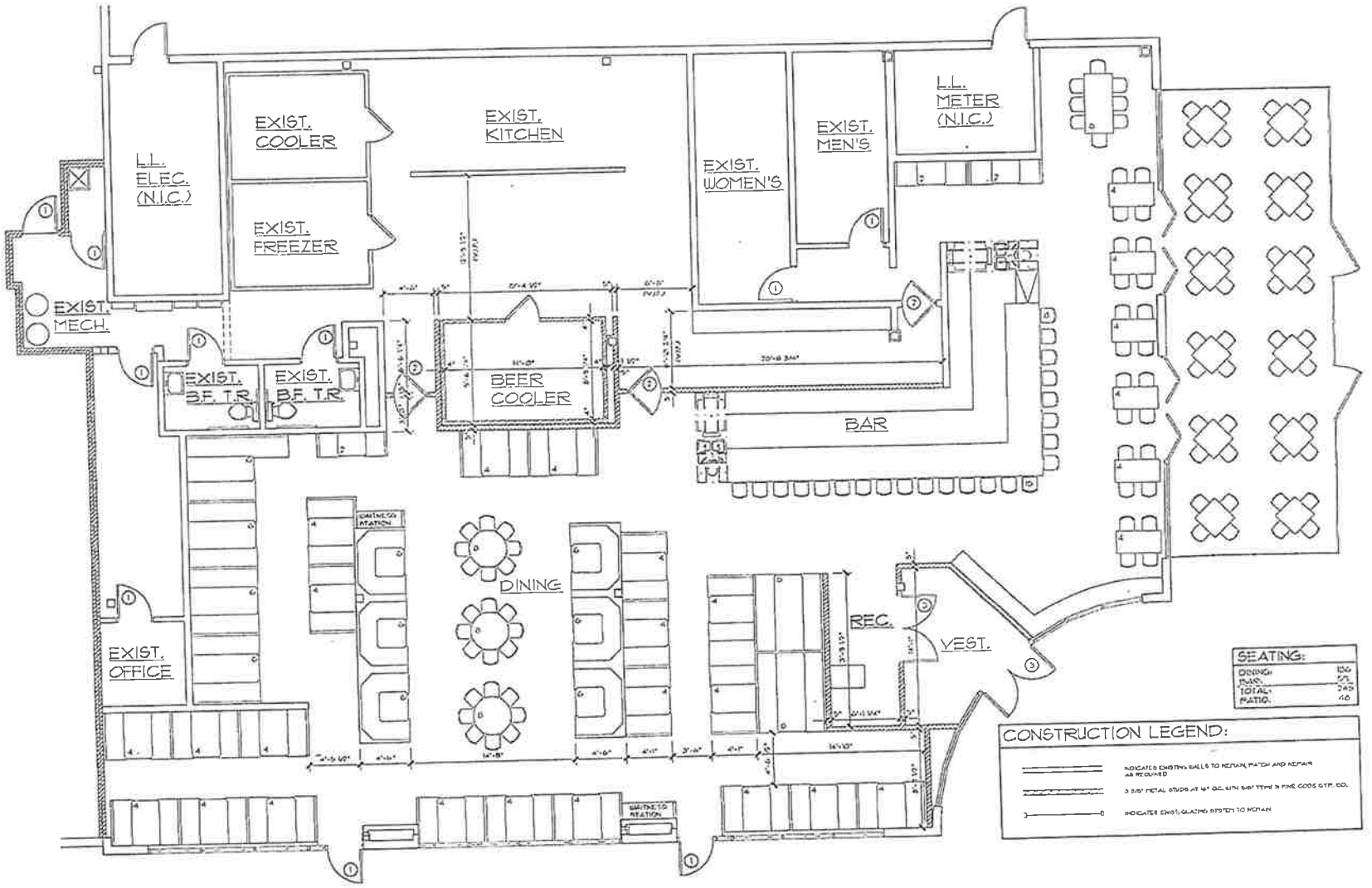

ARCHITECTURAL FLOOR PLAN

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

OCTOBER 24, 2017

SEND COPY OF ALL CORRESPONDENCE TO THE ARCHITECT:
ROBERT A.L. WILLIAMS R.A.
1920 ROBINA AVENUE
BERKLEY, MICHIGAN 48072
AND McCANN-DUMONT AND ASSOC. INC. 23617 JOHN R ROAD HAZEL PARK, MI. 48030
(248) 547-3400
ALL PHONE CALLS TO M.D. & A.

R.W. ARCHITECT
ROBERT A.L. WILLIAMS R.A.
1920 ROBINA AVE.
BERKLEY, MICH. 48072
(248) 547-3400

CONSTRUCT
23617 JOHN R ROAD
HAZEL PARK, MICHIGAN 48030
(248) 547-1600

M c CANN DUMONT
AND ASSOCIATES, INC.
23617 JOHN R ROAD
HAZEL PARK, MICHIGAN 48030
(248) 547-3400

PROJECT LOCATION
BLACK ROCK BAR & GRILL
44175 TWELVE MILE RD.
NOVI, MICHIGAN, 48377

DRAWING TITLE
ARCHITECTURAL FLOOR PLAN

DRAWN: RZ
CHECKED: SCD/JWM
APPROVED: SCD/JWM

DO NOT SCALE THIS PRINT.
USE FIGURED DIMENSIONS ONLY.

PROJECT NUMBER: 3041012
SHEET NUMBER: A-1

MEMORANDUM

cityofnovi.org

TO: Melissa Morris, Deputy City Clerk

FROM: Alan Hall, Deputy Director of CD

SUBJECT: BLACK ROCK LIQUOR LICENSE TRANSFER

DATE: 05/31/24

The property located at **44175 TWELVE MILE RD F145** has received a Special Inspection permit **(PSI24-0041)** for the purpose of:

- ☐ Auctions
- ☒ Liquor license – Class C Liquor License Transfer
- ☐ Arcade license
- ☐ Massage license
- ☐ Outdoor gathering
- ☐ Outdoor seating
- ☐ Other: _____

The Community Development Department has the following recommendation:

- ☒ Approved
- ☐ Approved with conditions (listed below)
- ☐ Not approved

From a building safety standpoint, the Building Division does not object to the proposed liquor license transfer.

If you have any questions, do not hesitate to contact me at (248) 347-0417.

Thank you!

MEMORANDUM

cityofnovi.org

TO: CORTNEY HANSON, CITY CLERK

FROM: ERIC W. ZINSER
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE

INITIATED BY: MICHAEL BENDER, DETECTIVE MB

SUBJECT: TRANSFER OWNERSHIP APPLICATION, BR NOVI LLC.

DATE: MAY 31, 2024

Liquor License Request:

BR Novi Incorporated is requesting to transfer ownership of the Class C and SDM liquor license. In connection with the purchase transaction, Black Rock Novi has filed an application with the MLCC to transfer ownership of the liquor license, and for a Sunday Sales (AM and PM) Permit, as well as an Entertainment Permit. BR Novi, LLC currently does business as Black Rock Bar & Grill and Black Rock Novi will continue to operate as Black Rock Bar & Grill. The business is located at 44175 W. 12 Mile, Suite F-145, Novi, MI operating as Black Rock Bar & Grill. BR Novi's stockholders are Branden Morganroth and Brock Morganroth.

Applicant/Background Information:

BR Novi's stockholders/owners are Branden Morganroth and Brock Morganroth. Their father, Lonny Morganroth, started the Black Rock concept in 2010 in Hartland, MI. Both owners have worked in the development of the concept of BR, and both have worked directly in the Hartland restaurant. Lonnie Morganroth owned and operated the BR in Novi from 2012-2016 and Branden Morganroth was the general manager. The owners recently started operating at their new BR in Toledo in December of 2023.

Criminal History/Police Contacts:

Neither Branden nor Brock have criminal histories and their police contacts are of no concern for this investigation.

Civil History:

Branden and Brock do not have any civil history according to CLEAR.

Oakland County Treasurer's Office

Contact was made with the Oakland County Treasurer's Office and there is currently delinquent taxes in the amount of $1,837.65 for this location.

Michigan Liquor Control Commission (MLCC):

Contact was made with the MLCC on BR Novi LLC and there was one violation on 09-16-21 pertaining to a transfer violation. The decision indicated "Violation warning notice".

Financial Review by the City of Novi Finance Department:

Based upon the financial data provided by the applicants, no issues were found to prevent the liquor license application process from proceeding.

Summary:

Based on the information provided and the subsequent liquor investigation, I find no reason to deny the applicant's request. This request requires the approval of the Novi City Council.

C: Victor Cardenas, City Manager

May 21, 2024

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

City Clerk
Cortney Hanson

TO: Cortney Hanson, City Clerk

FROM: Fire Marshal – Kevin Pierce

SUBJECT: -Liquor Business License Transfer –
Black Rock

A fire inspection has been conducted at the above business located at 44175 Twelve Mile #F145, Novi MI 48377 and the business has been found to be in compliance with the adopted fire prevention code. The Liquor License transfer for 2024 is recommended for **APPROVAL**.

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Approval to purchase three-year (3) warranty from MILO Range for the MILO Range Pro Training Simulator in use at the Novi Police Department Firearms Training Center in the amount of $27,543.

SUBMITTING DEPARTMENT: Public Safety – Police Department

EXPENDITURE REQUIRED	**$27,543**
AMOUNT BUDGETED	**$28,000**
APPROPRIATION REQUIRED	**N/A**
LINE ITEM NUMBER	**409-303.00-982.000 (Gun Range)**

BACKGROUND INFORMATION:

The Novi Police Department has the MILO Range Pro Training Simulator currently in use at the Novi Police Firearms Training Center. In 2019, the MILO Range Training Simulator was approved and purchased for department use. Since then, the MILO simulator has provided a comprehensive solution and allows for trainers to present classes, conduct training and assessments, and provide immersive scenario-based exercises with detailed debriefing and after-action review for officers. The system is wireless and allows for more mobility during training. The system provides interactive high-definition video training scenarios and computer-generated graphics to allow trainees to interact with the use of simulated live weapons.

The current three-year platinum warranty for the MILO Range Pro Simulator is set to expire on September 30, 2024. The warranty is important to ensure proper maintenance, software upgrades, support, and training of personnel. MILO is the sole source provider for the maintenance of their equipment. Since purchasing the warranty in 2021, MILO has been extremely responsive when needing to repair or replace items.

The recommendation is to purchase the platinum warranty option to ensure the MILO system is serviced, upgraded, and components are replaced near the end of the

warranty period. The three-year warranty option allows for unlimited training of our staff on MILO as well, which would allow for the Novi cadre to remain on the cutting edge of this evolving technology. Finally, the software updates including scenario updates are vital to any technology purchase. This will allow the Novi Police Department to stay current and up to date on technology and training trends in an ever-changing climate of law enforcement challenges.

RECOMMENDED ACTION: Approval to purchase three-year (3) warranty from MILO Range for the MILO Range Pro Training Simulator in use at the Novi Police Department Firearms Training Center in the amount of $27,543.

MEMORANDUM

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

FROM: ADAM ELSEN, LIEUTENANT

SUBJECT: MILO WARRANTY PROPOSAL

DATE: JUNE 1, 2024

SUMMARY

The Novi Police Department has the MILO Range Pro Training Simulator currently in use at the Novi Police Firearms Training Center. In 2019, the MILO Range Training Simulator was approved and purchased for department use. Since then, the MILO simulator has provided a comprehensive solution and allows for trainers to present classes, conduct training and assessments, and provide immersive scenario-based exercises with detailed debriefing and after-action review for officers. The new system is wireless and allows for more mobility during training. The system provides interactive high-definition video training scenarios and computer-generated graphics to allow trainees to interact with the use of simulated live weapons.

The currently three-year platinum warranty for the MILO Range Pro Simulator is set to expire on September 30, 2024. Since purchasing the warranty in 2021, MILO has been extremely responsive when needing to repair or replace items. Electronic equipment usually needs consistent updates, and repairs. The MILO system has many moving parts, and is even more complicated than the typical electronic equipment, so the needed maintenance is even more pressing. In addition, Novi response to resistance cadre have been able to attend training at no cost, so they can get the greatest training value out of the system for all department officers. While the warranty has been in place, a MILO representative came out to upload the new Hoberman series soon after it became available at no cost. This new series provides extensive branching options and places officers in a situation where they need to intervene with an officer who is inappropriately escalating a situation. The warranty is important to ensure proper maintenance, software upgrades, support, and training of personnel. MILO is the sole source provider for the maintenance of their equipment. It is recommended that the three-year platinum level warrant is purchased when the current warranty expires.

MILO PRO PLATINUM WARRANTY

This warranty offers telephone support, system repairs with sending a replacement while being repaired within 48 hours, software upgrades, unlimited refresher training at the MILO training facility in Ann Arbor, Michigan. Additionally, a MILO system upgrade during the last four months of the warranty period. The upgrade includes a MILO system computer (CPU) with monitor, keyboard, and mouse, new projector and projection screen, new speaker system, latest Windows operating system, MILO training software

version and MILO scenario library. It also includes a new trainee action capture (TAC) camera solution. All shipping is also included.

Table 1:

Warranty Breakdown						
Options	Phone Support	System Repairs	Software Updates	Training	System Upgrade	Total Cost
Platinum 3 years	X	X replacement	X	Unlimited	X	$27,543.00

Table 1 shows the breakdown of the warranty options, time frame, and cost. The total cost of the warranty is $27,543, which MILO allows to be paid in three yearly installments of $9,181. The warranty would expire on September 30, 2027.

RECOMENDATION

The recommendation is to purchase the platinum warranty option to ensure the MILO system is serviced, upgraded, and components are replaced near the end of the warranty period. The three-year warranty option allows for unlimited training of our staff on MILO as well, which would allow for the Novi cadre to remain on the cutting edge of this evolving technology. Finally, the software updates including scenario updates are vital to any technology purchase. This will allow the Novi Police Department to stay current and up to date on technology and training trends in an ever-changing climate of law enforcement challenges.

ATTACHMENT

MILO Quote – Platinum Warranty
MILO PRO Platinum Warranty Description

QUOTE

A PRODUCT OF FAAC INCORPORATED · 1229 OAK VALLEY DRIVE · ANN ARBOR MI 48108 · 800-344-1707 · WWW.MILORANGE.COM

AN AROTECH TRAINING & SIMULATION COMPANY

Bill To: City of Novi
Attn: Finance Department
45175 West Ten Mile Rd
Novi, MI, 48375

MILO Reference: 006533

Other Reference:

Quote Date: 2024-05-28

Expires: 2024-09-30

Payment Terms: NET 30

Comments:

This Quote is for a Platinum Warranty for your MILO Range PRO Training System. This also includes a system exchange at the end of the third year.

For Platinum w/ 1 day of installation:
- A System Upgrade with 1 day of installation included.
- Purchase can be made in 3 yearly installments of $9,181 each. Total amount for 3 years is $27,543.
- All 3 years must be purchased to receive the System Upgrade at the end of the 3 years.
- Total Period of Performance: 10-01-2024 to 09-30-2027.

GSA Contract: GS-00F-332CA, SIN 874.9

Coverage Period: 10-01-2024 to 09-30-2027.

Warranty Account #: 003201

*Taxes: (domestic)
a.) Prices quoted do not include local, state or federal taxes unless indicated otherwise..
b.) If this sale is subject to Use Tax, Buyer is liable for the tax and should make payment direct to its taxing authority. However, FAAC will collect applicable Sales Tax for the following States: CA, FL, HI, IA, KY, MA, MI, NY, TN, UT, WA, WV.
c.) If applicable, please include a copy of your Proof of Sales Tax Exemption Certificate or Direct Pay Permit with your Purchase Order or Payment.

If you will be submitting a Purchase Order, please email to CustomerCare@faac.com.
Remit payment to FAAC Incorporated, 1229 Oak Valley Drive, Ann Arbor MI 48108.
Payment can be made by EFT (preferred), Check, or Credit Card with 3% surcharge added (MC/VISA, AMEX Only).

Part Number	Description	Quantity	Price	Item Total
MILO-WTY-PLATINUM	Extended Warranty Program & System Exchange - 3 Year Coverage w/ 1 day Install	1	$27,543.00	$27,543.00
			Shipping	$0.00
			Total Due	$27,543.00

MILO RANGE PRO PLATINUM WARRANTY SUPPORT PLAN

The MILO Range PRO Platinum Warranty Support Plan covers a MILO PRO system for a period of 3 years and includes a system upgrade near the end of the warranty. The warranty period begins on the date listed in the quote or invoice. The MILO Range PRO Platinum Warranty provides the following benefits:

Telephone/Email Support

24/7 telephone support by dialing 800-344-1707 or sending an email to support@milorange.com.

System Repairs

System repairs are done at FAAC/MILO Range or by sending replacement components to you. All parts (excludes batteries and bulbs) and labor are covered by FAAC/MILO. We may also pay local repair facility fees for system repairs where appropriate, provided that prior authorization is given by us. For items needing repair, shipping costs to and from the customer facility will be covered by FAAC/MILO. Upon reporting a system failure which renders the system inoperable, MILO Technical Staff will ship replacement components to the customer within 48 hours or determine if a site visit is required to be coordinated with the customer.

Software Updates

MILO Range PRO Platinum Warranty Support Plan customers are entitled to software updates and new scenarios at no cost, provided the system hardware supports those updates and scenarios. Software updates typically resolve reported issues and increase system performance characteristics. Software upgrades, defined as software releases containing new features or major version changes may not be included.

Refresher Training

MILO Range PRO Platinum Warranty customers are entitled to unlimited refresher training at the MILO Range facility (Ann Arbor, MI) during the warranty period. Customer is responsible for all travel expenses (including, but not limited to airfare, rental car, travel to/from the airport, lodging, and meals) to and from Ann Arbor, MI for the duration of training.

SYSTEM UPGRADE

As a MILO Range PRO Platinum Warranty Support Plan customer, the agency is entitled to a MILO system upgrade with the return of their existing MILO Package.

The MILO system upgrade will ship approximately 2 weeks after the warranty expiration date or when all the required items are in stock. Partial shipments will not be sent.

The system upgrade will include:

- New MILO system Computer CPU (s) with monitor, keyboard & mouse
- New HD projector & projection screen
- New speaker system
- Latest Windows operating system, MILO Training software version and MILO scenario library

- New trainee action capture (TAC) camera solution
- All costs to produce system and ship via standard shipping methods.

The return of the existing Milo Range system must occur within 60 days of receipt of the new system. The following items are to be returned by customer:

- *Computer CPU*
- *Desktop Monitor*
- *Camera Box (if replaced as part of upgrade)*
- *Cameras (if replaced as part of upgrade)*
- *Sound/Audio System*
- *Old TAC solution-if present*

PURCHASING / CONTRACTING INFORMATION

1.) Cage Code - 3J401
2.) Tax ID - 38-2690218
3.) DUN - 175204163
4.) Vendor POC - FAAC/MILO Customer Care Department
5.) Phone - (800) 344-1707
6.) Fax - (734) 531-4002
7.) Email - customercare@milorange.com

CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Approval to award a three-year Architectural Facade Consulting Services Contract to DNR & Associates, Architects, (with the option for two additional one-year renewals), effective July 22, 2024, and for the adoption of revised fee schedule, as recommended by the Consultant Review Committee at the June 10, 2024 meeting.

SUBMITTING DEPARTMENT: Community Development Department - Planning

BACKGROUND INFORMATION:

A Request for Proposals (RFP) was issued to seek the services of an independent firm to provide architectural façade and residential plan review consulting services for the City of Novi. The Architectural Façade Consultant provides site plan and building façade evaluation and advisement services to the City Council, the Planning Commission, and the Community Development Department for new buildings or modifications to existing buildings proposed in the City. Facade inspection services, interpretation and application of Zoning Ordinance and Building Code standards for single family homes were also included in the RFP.

The scope of work for the consultant includes reviewing Site Plans for façade compliance with the Zoning Ordinance, facade inspection services, single family residential similar/dissimilar ordinance review and Michigan Residential Code Review for single family plot plans. The consultant reviews for quality development expectations, practicality, and functional excellence, acts as a resource for the Plan Review Center, and by providing assistance at meetings, as needed.

One firm, DRN & Associates, Architects, PC (the City's current consultant) submitted a proposal in response to the RFP which was reviewed by staff for qualifications of the assigned personnel, related experience, and potential conflicts of interest. Staff found no concerns with the proposal. Mr. Necci has been Novi's Architectural Façade consultant since 2006 at his current firm, DRN & Associates, Architects, and at other firms, off-and-on since the 1990s.

Staff is pleased with the work produced by DRN over the term of the prior contract, and notes that there is a long-standing positive history with this firm as a consultant for

the City of Novi. Mr. Necci, an architect with the qualifications necessary to do the work, is already familiar with the Community Development Department's procedures and requirements, consistently prepares reports and inspections in a timely manner, and provides free phone consultations when requested.

Fees

The submitted Fee Proposal Form indicates that only two of the fifteen fees for service are proposed to increase. The two fees proposed to increase are both for Single Family Detached Dwelling Units, reviews completed for the Building Department:

- Single Family Similar/Dissimilar Review is proposed to increase from $120 to $145
- Michigan Residential Code Reviews are proposed to increase from $140 to $165

Staff considers increases of $25 per service (about 18-21% increase) a reasonable amount, since fees have not increased over the last five years. The hourly rate for services that are not specifically identified, is also proposed to remain unchanged.

The response included added comments that DRN proposes discounted fees for electronic (paperless) submittals. The discounted fees noted in the comments section of the Fee Proposal Form were not solicitated and staff does not intend to exercise the option at this point. Staff intends to revisit this concept in the future when an electronic plan review system is in place but would like to proceed with the rest of the proposal at this time.

Fees paid to the consultant over the previous 3 years include the following:

	Façade Consultant Services		**FY 20-21**		**FY 21-22**		**FY 22-23**
	Facade Plan Review Deposits		$20,410		$20,545		$42,605
	Façade - Outside services (city-paid fees)		4,750		6,000		4,500
	Similar/Dissimilar ordinance and Michigan Residential Code Deposits		32,245		21,070		9,620
			$57,405		$47,615		$56,725

RECOMMENDED ACTION: Approval to award a three-year Architectural Facade Consulting Services Contract to DNR & Associates, Architects, LC, Inc. (with the option for two additional one-year renewals), effective July 22, 2024, and for the adoption of revised fee schedule, subject to final approval of the form and terms of the contract by the City Manager and City Attorney.

CONTRACT FOR PROFESSIONAL SERVICES
(ARCHITECTURAL FACADE CONSULTANT)

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), 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 **DRN & Associates, Architects, LC**., whose address is 50850 Applegate Drive, Northville, 48167 (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Schedule A (Fees and Scope of 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 July 22, 2024 and end on July 22, 2027. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract. The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

Article III. Contract Price and Payment.

A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.

B. Consultant acknowledges that the attached Schedule A includes certain "pay for performance" provisions. Project plan reviews shall be due thirteen (13) days from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the

review. On time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Late delivery of a project plan review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed $500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as a delay in required response(s) by other consultants or City employees, this reduction may be waived by the City Manager or his or her designee. Consultant may also request an extension of the project due date in advance, in the case of an unusually extensive or complicated review or project.

C. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

D. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.

E. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.

F. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.

B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant 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, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to

provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.

C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: Independent Contractor Relationship.

A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, 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.

B. Consultant, as an independent contractor, 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. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.

C. Consultant 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, Consultant 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. Consultant 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 Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.

B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, 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 Consultant 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 B. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

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 Consultant during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Consultant 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: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will

be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources.

Article IX: General Provisions.

A. *Entire Agreement*. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. 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 Consultant'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. Consultant 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*. Consultant 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 Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant'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
Consultant: Douglas R. Necci, President

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

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.

K. *Anti-Discrimination*. The Contractor 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 Contractor 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 contract.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract in Oakland County, Michigan, as of the date first listed above.

City of Novi ("Client"):

By: _____
Justin Fischer, Its Mayor
Date:

By: _____
Cortney Hanson, Its Clerk
Date:

DRN & Associates, Architects, PC.
("Consultant"):

By: _____
Douglas R. Necci, Its President

Date:

SCHEDULE A
FEES AND SCOPE OF WORK

cityofnovi.org

CITY OF NOVI

RFP - CONSULTANT ARCHITECTURAL FACADE AND RESIDENTIAL PLAN REVIEW SERVICES

FEE PROPOSAL FORM 2024

We, DRN Architects propose to furnish to the City of Novi services consistent with the Request for Proposals dated May 6, 2024.

A. Single Family Detached Dwelling Units (Building Department)	**Current Rate**	**Proposed rate**
a. Single Family Facade		
i. Similar/Dissimilar Review	$120	$145.00
ii. Additional Reviews	$95	$95.00
iii. Review of Rear Facade only	$35	$35.00
b. Code Review		
i. Michigan Residential Code (MRC) Reviews (Note 1)	$140	$165.00
ii. Additional Reviews	$115	$115.00

Note 1 - Michigan Energy Code Review, Brick Ledge, and Top of Footing Review are included. Brick ledge and Top of Footing reviews consist of examining elevations on approved Plot Plan to correspond to sectional view showing elevation of brick ledge on foundation.

B. Commercial Building Architectural Review	**Current Rate**	**Proposed rate**
a. Facade Reviews (Note 2)		
i. Buildings up to 5,000 S.F.	$300 each	$300.00
ii. Buildings 5,001 to 15,000 S.F.	$700 each	$700.00
iii. Buildings 15,001 to 50,000 S.F.	$1100 each	$1,100.00
iv. Buildings 50,001 S.F. and above	$1300 each	$1,300.00

	Current Rate	Proposed rate
v. Awning or canopy addition/change	$300 (includes inspection)	$300.00

b. Inspections

i. Site Inspections Material Sample Board Compliance	$165/2 trips/building	$165.00 2 trips/building

Please provide total cost for inspection, even if two trips are anticipated.

Note 2 – Multiple buildings on the same submission shall be treated as separate submissions. Reviews of the initial response from the applicant are included in above fees. Additional resubmissions for the same project shall receive full additional flat rate fees.

C. Additional Services

	Current Rate	Proposed rate
a. Attendance at (Tuesday) Staff/Consultant meetings	$ 250/meeting	$250.00
b. Attendance at Council or Planning Commission meetings	$ 400/meeting	$400.00
c. Additional meetings/Expert Witness/Ordinance revisions	Hourly	(provide schedule)
d. Continuing education for Public Act 407 Registration	No Charge	$N/C
e. In house staff training	No Charge	$N/C

D. Personnel hourly rate classifications

Please attach a schedule of hourly rates for all involved personnel, including Licensed Architect and Act 407 Certified personnel.

We acknowledge the following addenda (please indicate addenda numbers) Addendum No. 1 dated 5/14/24

Comments DRN proposes the following discounted fee for electronic (paperless) submittals:
Similar / Dissimilar Review $120.00
Michigan Building Code Review $140.00

Submitted by:

Company (Legal Registration) DRN & Associates Architects, PC

Address 50850 Applebrooke Dr,

City Northville (Novi) State MI Zip 48167

Telephone (248) 880-6523 Fax (248) 596-1944

Representative's Name (please print) Douglas R Necci

Representative's Title President

Representative's Signature

E-mail dnecci@drnarchitects.com

Date 5/22/24

Phone: (248) 880-6523
E-Mail: dnecci@drnarchitects.com
Web: drnarchitects.com
DRN & ASSOCIATES, ARCHITECTS, PC
50850 Applebrooke Dr., Northville, MI 48167

RATE SCHEDULE (2024)

CONSULTANT - ARCHITECTURAL FAÇADE SERVICES

CITY OF NOVI

Licensed Architect ……	$125.00/ Hr.
ACT 54 Certified Plan Reviewer …….	$95.00/Hr.
Expert Witness …….	$150.00/Hr.
Graduate Architect ……	$95.00/Hr.

DRN & Associates, Inc.

Douglas R. Necci AIA – President

Scope of Work

1. Similar/dissimilar ordinance review for residential construction. Most new single family homes must be in compliance with the similar/dissimilar ordinance of the City.
2. Exterior building wall façade materials reviews, reports, and field inspections for commercial, industrial, and residential projects as part of the City's site plan review process.
3. Consultant must be able to complete Michigan Residential Code Reviews and Similar/Dissimilar ordinance review for residential construction, including all written documentation and reports to City, within ten (10) business days from receipt.
4. Consultant must be able to complete all site plan reviews, including all written documentation and reports to City, within twelve (12) business days from receipt. Consultant must be able to complete all field inspections within two (2) working days from receipt. A penalty will be applied by the City for each day the review is not delivered on time by Consultant. Subsequent follow-up reviews must be completed within the same timeframe. The same penalty shall apply if this review timeline is not met by Consultant.
5. At the request of the City, Consultant must be able to complete some written reviews and reports within five (5) business days to meet an expedited schedule as determined by the City.
6. Coordination with all other disciplines (e.g., Planners, City attorneys, building inspectors, engineers).
7. Michigan Residential Code Reviews – New Single Family Homes/Townhomes Only - To include necessary reviews to verify compliance with the Michigan Residential Code to include but not limited to the following: structural plan review, overall code compliance, Michigan Uniform Energy Code compliance, ordinance compliance and provide plan review report attached to approved plans. The residential reviews include are to include plumbing systems, electrical systems, HVAC systems and ACCA Manual J-2002 for heating/cooling systems.
8. Must be able to provide court testimony for ordinance enforcement, litigation, etc.
9. Attend public meetings, hearings, homeowner association meetings, etc. as directed and coordinated by the City of Novi.

All individuals assigned to the City of Novi must meet Public Act 407 State of Michigan Registration requirements for building code review and all applicable State and local requirements.

SCHEDULE B
INSURANCE COVERAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2019

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 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
Professional Concepts Insurance Agency, Inc.
1127 South Old US Highway 23
Brighton MI 48114-9861

CONTACT NAME: Kathryn Lance
PHONE (A/C, No, Ext): (800)969-4041 **FAX (A/C, No):** (800)969-4081
E-MAIL ADDRESS: certs@pciaonline.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Co	29424
INSURER B : XL Specialty Ins. Co.	37885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
D.R.N. & Associates,
50850 Applebrooke Dr.
Northville MI 48167

COVERAGES **CERTIFICATE NUMBER:** 18-19 **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	35SBUVS0422	10/15/2018	10/15/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Non-owned	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			35SBUVS0422	10/15/2018	10/15/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired and Non-Owned	$ $ $ $ $ 1,000,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (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	$ $ $
B	Professional Liability			DPS9933312	10/15/2018	10/15/2019	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Architectural Facade Services

Waiver of subrogation in favor of certificate holder as long as required within a written contract

CERTIFICATE HOLDER
smorianti@cityofnovi.org

City of Novi
Attn: Sue Morianti
45175 W. 10 Mile Rd.
Novi, MI 48375

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
Mike Cosgrove/SHANNO

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CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Approval to grant a 10-foot wide easement to Comcast Cable Communications Management, LLC for the placement of underground cable on the City-owned property at 42400 11 Mile Road, parcel 50-22-14-451-012.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

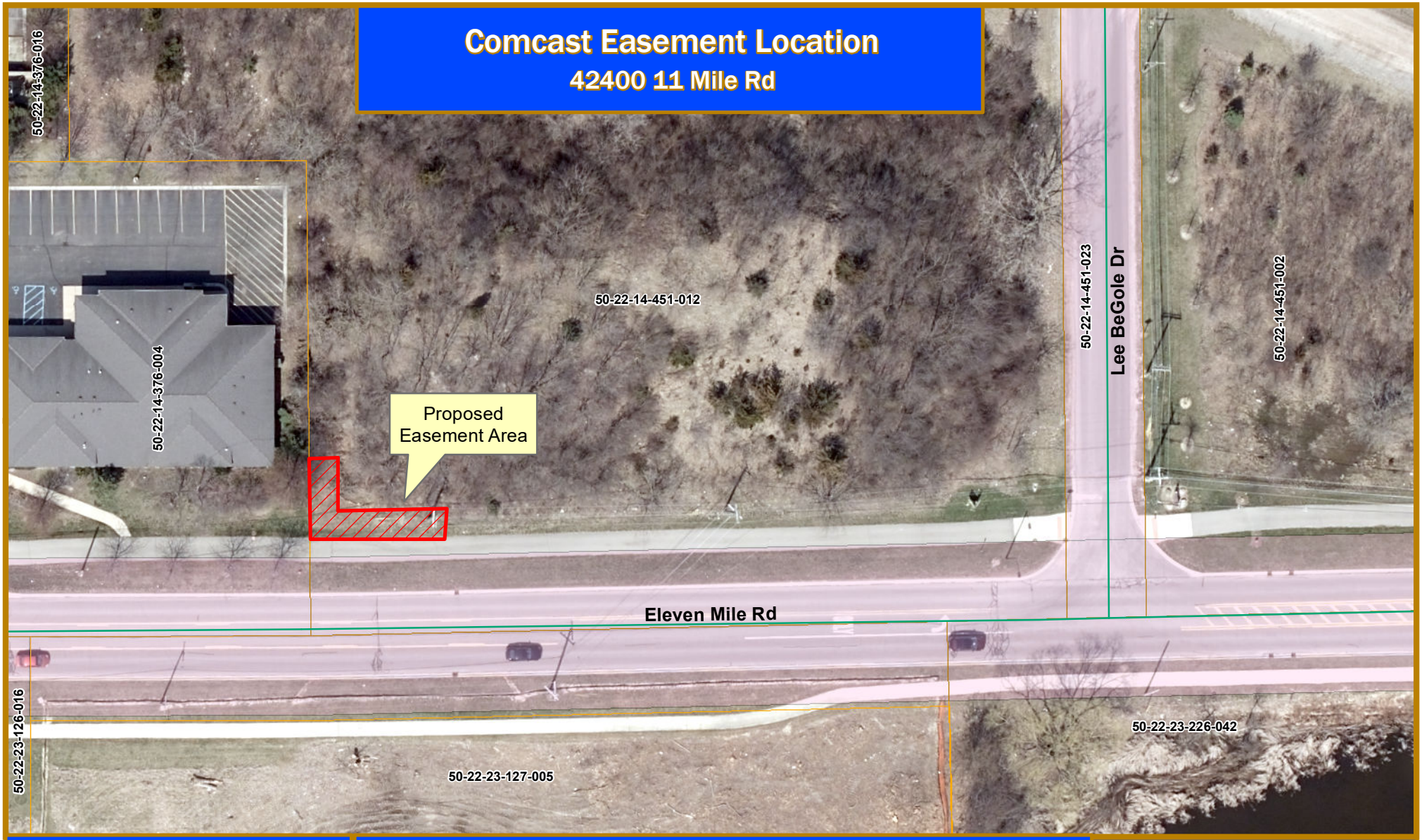
BACKGROUND INFORMATION:

Comcast is requesting an easement from the City to install and maintain underground fiber-optic cable on City-owned property at 42400 11 Mile Road. The easement will allow Comcast to access an existing utility pole on the property and provide service to nearby businesses. The City may still use the easement area to add sidewalk, paving, or landscaping. The City attorney reviewed the easement favorably (Beth Saarela, June 13, 2024).

RECOMMENDED ACTION: Approval to grant a 10-foot wide easement to Comcast Cable Communications Management, LLC for the placement of underground cable on the City-owned property at 42400 11 Mile Road, parcel 50-22-14-451-012.

Comcast Easement Location

42400 11 Mile Rd



Map Author: Runkel
Date:6-24-24
Project: Comcast Easement
Version #: 1.0

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.

Map Legend

- Right of Way - Novi Edits
- Tax Parcels

City of Novi
Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

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

June 13, 2024

Rebecca Runkel, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Grant of Easement to Comcast

Dear Ms. Runkel:

We have received and reviewed the enclosed Facilities Easement Agreement provided by Comcast in connection with its request for an easement over City property located at 42400 11 Mile Road, Novi, MI 48375. The Facilities Easement Agreement authorizes Comcast to install and maintain its facilities within the easement area on the City's property. The terms of the Easement Agreement permit the City to use the easement area to construct such improvements as aboveground paving, curbs, sidewalk, sod or landscaping, to the extent they do not interfere with Comcast's use of the easement area. Any areas disturbed by Comcast must be restored within 60-days of completing the improvements. The Easement may be terminated or abandoned by Comcast, but may not be assigned to another user without the City's approval. Comcast may leave its facilities in place or remove them upon termination. Objectionable indemnity language was removed at the City's request. Subject to confirming that the permanent use of this area does not conflict with the City's plans for the property, 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

Enclosures
C: Cortney Hanson, Clerk (w/ Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

(Do Note Type Above This Line—For Recording Purposes Only)

Site State: Michigan
Site Address: 42400 11 Mile Road, Novi, MI 48375
Parcel ID: 22-14-451-012
Instrument #:
Book:
Page:

FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____ 20___ by and between **City of Novi, a Michigan Municipal Corporation,** whose address is 45175 10 Mile Road, Novi, MI 48375 ("Grantor"), and **Comcast Cable Communications Management, LLC**, a Delaware limited liability company, on behalf of its affiliates (together, "Grantee").

Recitals

A. Grantor is the fee owner of certain real property having a street address of 42400 11 Mile Road, Novi, MI 48375 as more particularly shown on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Grantee plans for the construction, operation and maintenance of underground communications on the Property, including, without limitation, underground coax cable and fiber-optic cabling and lines, underground conduit and junction boxes (the "Facilities") on a portion of the Property, as more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").

C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area.

NOW, THEREFORE, for ____ zero ____ (0) Dollars, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Easement

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right of way over, across, under, and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those portions

of the Property as are reasonably necessary for Grantee to access the Facilities and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access, which areas shall not exceed ~~–~~ten ~~——~~(10) feet on either side of the Easement Area.

2. The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities, and Grantee shall not use the Easement Area for any other purpose.

3. Grantee shall have access to the Easement Area 24 hours a day, 7 days a week.

4. Grantee, its employees, agents, and contractors shall have the right to access, operate, maintain, repair, reconstruct, replace or remove the Facilities.

5. Reservation of Right to Use. Grantor reserves the right of ownership, use, and occupancy of the Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that impairs the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood and agreed by Grantor that no building, structure, or other improvements of any kind may be placed by Grantor on the Easement Area; provided, however, that Grantor may install asphalt paving or concrete and curbing, cement surface sidewalks and curbs, sod, and other landscaping, turf irrigation lines, and other utility lines on the Easement Area and the Property (the "Improvements"), so long as the same do not interfere with the Grantee's use of the Easement Area. Any such Improvements on the Easement Area shall not be installed until Grantor has obtained Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.

6. Repair of Damage. Grantee shall promptly, within ~~fourteen~~sixty (~~14~~60) days of the completion of improvements or maintenance, ~~-~~repair any damage to the Easement Area, the Property, or the Grantor Improvements caused by the exercise of Grantee's rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.

~~7. Indemnity. Grantor shall indemnify, defend, and hold Grantee, its parents, subsidiaries, affiliates, directors, officers and employees harmless from and against any liabilities, claims, damages, costs, losses, or expenses arising out of or related to Grantor's (i) use of the Easement Area by it or its agents, employees, contractors, licensees, and invitees, (ii) negligent or willful act or omission, (iii) failure to comply with the terms of this Agreement, or (iv) interference with Grantee's use and enjoyment of the Easement Area, all except to the extent arising from the negligence or intentional misconduct of Grantee. Grantee shall indemnify, defend and hold Grantor harmless from and against any liability, claims, damages, costs, losses, or expenses arising out of or related to Grantee's (i) interference with Grantor's use and enjoyment of the Property or of the Easement Area, except as permitted herein, (ii) negligent or willful act or omission, or (iii) failure to comply with the~~

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~~terms of this Agreement, all except to the extent arising from the negligence or intentional misconduct of Grantor.~~

~~8.~~7. Relinquishment. In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee may relinquish the rights granted to it under this Agreement by quit-claiming Grantee's interest in the Easement Area to Grantor. Upon such relinquishment, Grantee may, at its option, leave in place all underground Facilities installed on the Easement Area, or may remove the same and repair and restore any damage to the Easement Area and the Property caused by such removal.

~~9.~~8. Notices. All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below, or as may subsequently in writing be requested.

If to the Grantor:

42400 11 Mile Road
Novi, MI 48375
Attn.: Property Owner

If to the Grantee:

Comcast Cable Communications Management, LLC
41112 Concept Drive
Plymouth, MI 48170
Attn.: Vice President of Engineering

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103
Attn: Real Estate Counsel

With a copy sent by email to legal_notices@comcast.com

Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

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~~14.~~9. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written instrument executed by both parties hereto. All of the provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the state in which the Property is located. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

~~15.~~10. Maintenance. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Facilities within the Easement Premises at all times during the term hereof.

~~16.~~11. Abandonment. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Area for the purpose herein expressed, the Easement granted hereby shall become null and void, and the rights in and to the Easement shall revert to Grantor, and Grantee shall remove its improvements within ~~thirty~~ninety (~~3~~90) days, and restore the Property to its original condition or Grantor may do so at Grantee's expense. ~~.~~

~~17.~~12. Grantee shall not assign or transfer an interest in this Easement, or any part thereof, without the prior written consent of the Grantor, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Grantee may assign this Easement to any Permitted Transferee (as hereinafter defined) without the necessity of Grantor's consent. No change of equity ownership, partnership interest, or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment requiring Grantor's consent hereunder. As used herein, "Permitted Transferee" shall mean any affiliate, parent, subsidiary or operating division of Grantee, or any entity acquiring all or substantially all of Grantee's assets in the State of Michigan, or any entity acquiring all or substantially all of Grantee's stock or ownership interests.

DRAFT

IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

WITNESS

_____

CITY OF NOVI

By:_____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

WITNESS

_____

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By: _____

Name: ~~Dale Kirk~~Richard Taylor

Title: ~~Vice President of Engineering~~VP, Construction and NGAN

DRAFT

ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____ personally
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

appeared _____.
Name(s) of Corporate Signer(s)

___ personally known to me

___ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument as

_____
Corporate Title of Signer,
Respectively on behalf of

_____
Name of Corporation

WITNESS my hand and official seal.

_____

DRAFT

Signature of Notary Public

DRAFT

ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____ personally
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

appeared _____.
Name(s) of Corporate Signer(s)

___ personally known to me

___ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument as

Vice President of Engineering
Corporate Title of Signer,

Respectively on behalf of

Comcast Cable Communications Management, LLC
Name of Corporation

WITNESS my hand and official seal.

_____
Signature of Notary Public

When Recorded, Return To: Comcast Cable Communications, LLC 41112 Concept Drive Plymouth, MI 48017 Attn: Shannon VanSach Parcel Number: 22-14-451-012 Real Estate Transfer Tax Exemptions: MCLA 207.526(6)(a); MCLA 207.505(a)	***Drafted By***: Shannon VanSach Comcast Cable Communications, LLC 41112 Concept Drive Plymouth, MI 48017 (248) 866-9759

DRAFT

Exhibit A

Legal Description

Land situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

Part of the South ½ of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and described as; beginning at the South ¼ corner of Section 14 and proceeding thence North 02 degrees 49 minutes 29 seconds West 200.00 feet; thence South 87 degrees 28 minutes 51 seconds West 100.00 feet; thence North 02 degrees 49 minutes 29 seconds West 222.03 feet; thence North 87 degrees 04 minutes 05 seconds East 415.00 feet; thence along the West line of Dewal Drive South 02 degrees 49 minutes 29 seconds East 418.73 feet; thence along the South line of Section 14, also being the centerline of 11 Mile Road, South 86 degrees 20 minutes 12 seconds West 315.03 feet to the point of beginning.

Tax Parcel Number: 22-14-451-012

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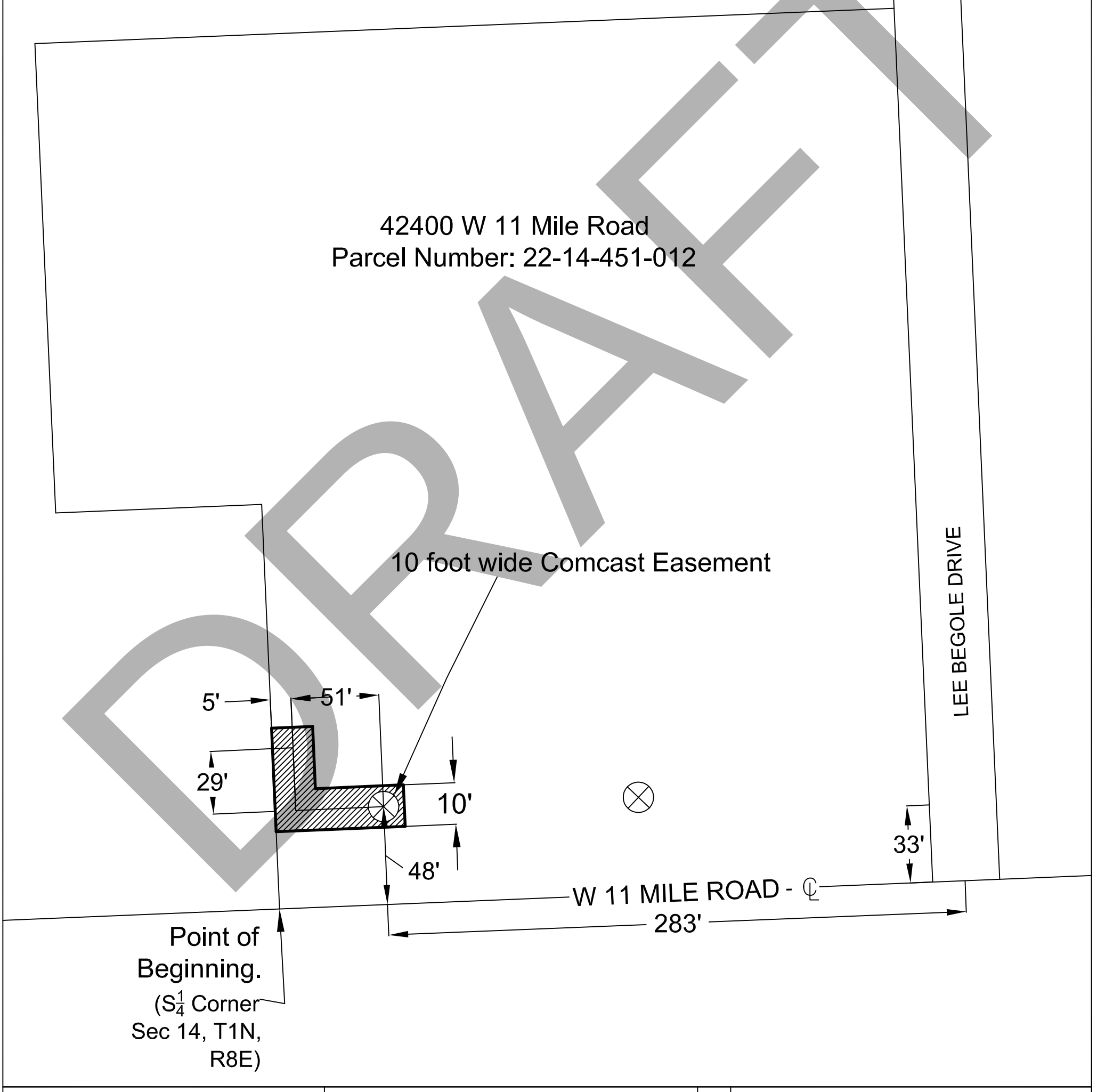
EXHIBIT B TO FACILITIES EASEMENT AGREEMENT

Parcel #:22-14-451-012

Parcel Description: Part of the South ½ of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and described as; beginning at the South ¼ corner of Section 14 and proceeding thence North 02 degrees 49 minutes 29 seconds West 200.00 feet; thence South 87 degrees 28 minutes 51 seconds West 100.00 feet; thence North 02 degrees 49 minutes 29 seconds West 222.03 feet; thence North 87 degrees 04 minutes 05 seconds East 415.00 feet; thence along the West line of Dewal Drive South 02 degrees 49 minutes 29 seconds East 418.73 feet; thence along the South line of Section 14, also being the centerline of 11 Mile Road, South 86 degrees 20 minutes 12 seconds West 315.03 feet to the point of beginning.



DRAFT

Comcast

EASEMENT SITE PLAN
42400 W 11 Mile Road
Oakland County
City of Novi, Michigan

N

Not to Scale

Drawn By: HGS - 03.12.2024

DWG: JB0001664764

(Do Note Type Above This Line—For Recording Purposes Only)

Site State: Michigan
Site Address: 42400 11 Mile Road, Novi, MI 48375
Parcel ID: 22-14-451-012
Instrument #:
Book:
Page:

FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____ 20___ by and between **City of Novi, a Michigan Municipal Corporation,** whose address is 45175 10 Mile Road, Novi, MI 48375 ("Grantor"), and **Comcast Cable Communications Management, LLC**, a Delaware limited liability company, on behalf of its affiliates (together, "Grantee").

Recitals

A. Grantor is the fee owner of certain real property having a street address of 42400 11 Mile Road, Novi, MI 48375 as more particularly shown on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Grantee plans for the construction, operation and maintenance of underground communications on the Property, including, without limitation, underground coax cable and fiber-optic cabling and lines, underground conduit and junction boxes (the “Facilities”) on a portion of the Property, as more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").

C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area.

NOW, THEREFORE, for_zero (0) Dollars, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Easement

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right of way over, across, under, and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those portions

of the Property as are reasonably necessary for Grantee to access the Facilities and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access, which areas shall not exceed ten (10) feet on either side of the Easement Area.

2. The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities, and Grantee shall not use the Easement Area for any other purpose.

3. Grantee shall have access to the Easement Area 24 hours a day, 7 days a week.

4. Grantee, its employees, agents, and contractors shall have the right to access, operate, maintain, repair, reconstruct, replace or remove the Facilities.

5. Reservation of Right to Use. Grantor reserves the right of ownership, use, and occupancy of the Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that impairs the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood and agreed by Grantor that no building, structure, or other improvements of any kind may be placed by Grantor on the Easement Area; provided, however, that Grantor may install asphalt paving or concrete and curbing, cement surface sidewalks and curbs, sod, and other landscaping, turf irrigation lines, and other utility lines on the Easement Area and the Property (the "Improvements"), so long as the same do not interfere with the Grantee's use of the Easement Area. Any such Improvements on the Easement Area shall not be installed until Grantor has obtained Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.

6. Repair of Damage. Grantee shall promptly, within sixty (60) days of the completion of improvements or maintenance, repair any damage to the Easement Area, the Property, or the Grantor Improvements caused by the exercise of Grantee's rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.

7. Relinquishment. In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee may relinquish the rights granted to it under this Agreement by quit-claiming Grantee's interest in the Easement Area to Grantor. Upon such relinquishment, Grantee may, at its option, leave in place all underground Facilities installed on the Easement Area, or may remove the same and repair and restore any damage to the Easement Area and the Property caused by such removal.

8. Notices. All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below, or as may subsequently in writing be requested.

If to the Grantor:

42400 11 Mile Road
Novi, MI 48375
Attn.: Property Owner

If to the Grantee:

Comcast Cable Communications Management, LLC
41112 Concept Drive
Plymouth, MI 48170
Attn.: Vice President of Engineering

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103
Attn: Real Estate Counsel

With a copy sent by email to legal_notices@comcast.com

Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

9. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written instrument executed by both parties hereto. All of the provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the state in which the Property is located. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

10. Maintenance. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Facilities within the Easement Premises at all times during the term hereof.

11. Abandonment. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Area for the purpose herein expressed, the Easement granted hereby shall become null and void, and the rights in and to the Easement shall revert to Grantor, and Grantee shall remove its improvements within ninety (90) days, and restore the Property to its original condition or Grantor may do so at Grantee's expense.

12. Grantee shall not assign or transfer an interest in this Easement, or any part thereof, without the prior written consent of the Grantor, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Grantee may assign this Easement to any Permitted Transferee (as hereinafter defined) without the necessity of Grantor's consent. No change of equity ownership, partnership interest, or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment requiring Grantor's consent hereunder. As used herein, "Permitted Transferee" shall mean any affiliate, parent, subsidiary or operating division of Grantee, or any entity acquiring all or substantially all of Grantee's assets in the State of Michigan, or any entity acquiring all or substantially all of Grantee's stock or ownership interests.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

WITNESS

_____

CITY OF NOVI

By:_____

Name: _____

Title: _____

By:_____

Name: _____

Title: _____

WITNESS

_____

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By: _____

Name: Richard Taylor

Title: VP, Construction and NGAN

ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____ personally
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

appeared _____.
Name(s) of Corporate Signer(s)

___ personally known to me

___ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument as

_____
Corporate Title of Signer,
Respectively on behalf of

_____
Name of Corporation

WITNESS my hand and official seal.

_____
Signature of Notary Public

ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____ personally
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

appeared _____.
Name(s) of Corporate Signer(s)

___ personally known to me

___ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument as

Vice President of Engineering
Corporate Title of Signer,

Respectively on behalf of

Comcast Cable Communications Management, LLC
Name of Corporation

WITNESS my hand and official seal.

_____
Signature of Notary Public

When Recorded, Return To: Comcast Cable Communications, LLC 41112 Concept Drive Plymouth, MI 48017 Attn: Shannon VanSach Parcel Number: 22-14-451-012 Real Estate Transfer Tax Exemptions: MCLA 207.526(6)(a); MCLA 207.505(a)	***Drafted By***: Shannon VanSach Comcast Cable Communications, LLC 41112 Concept Drive Plymouth, MI 48017 (248) 866-9759

Exhibit A

Legal Description

Land situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

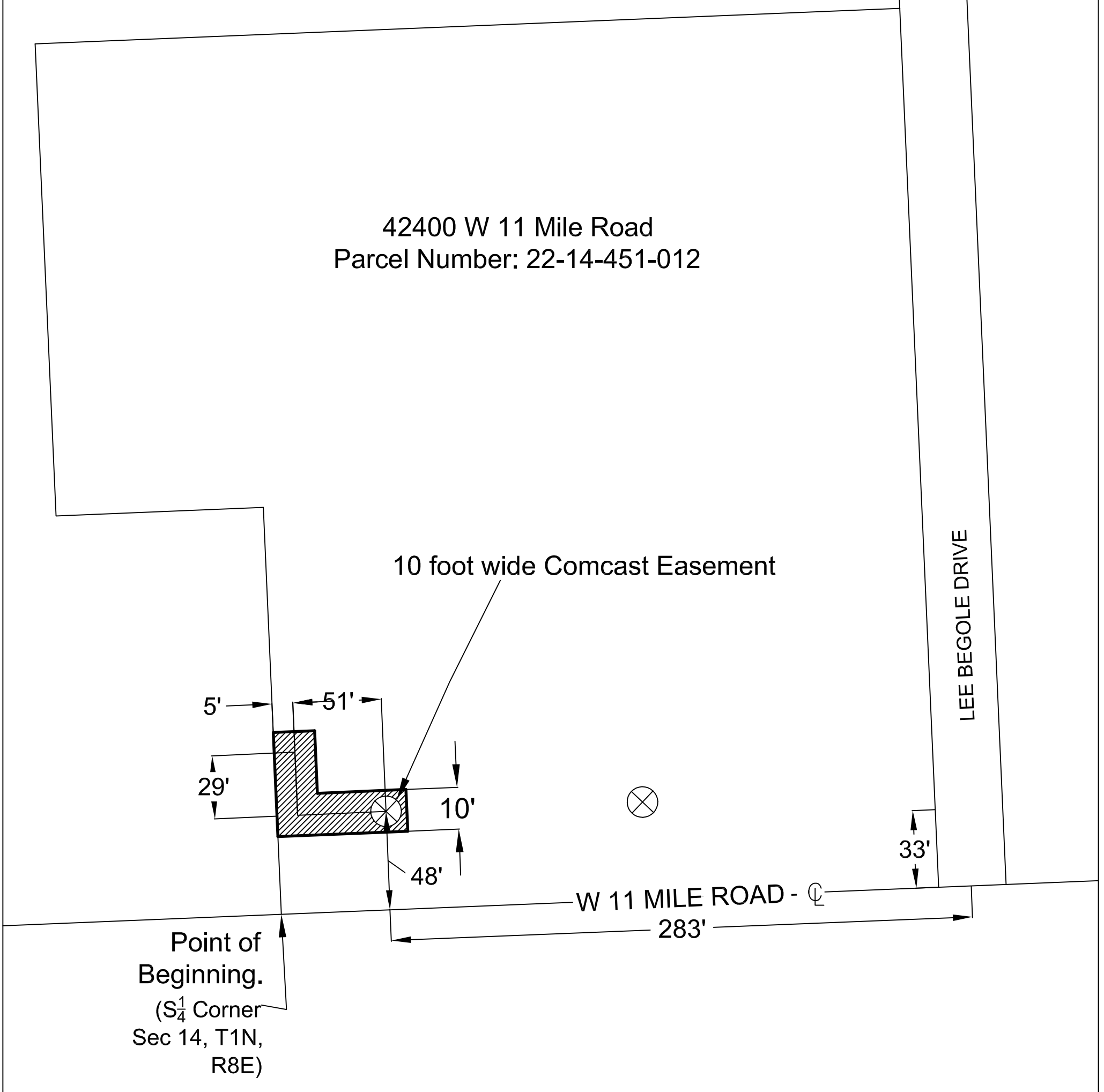
Part of the South ½ of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and described as; beginning at the South ¼ corner of Section 14 and proceeding thence North 02 degrees 49 minutes 29 seconds West 200.00 feet; thence South 87 degrees 28 minutes 51 seconds West 100.00 feet; thence North 02 degrees 49 minutes 29 seconds West 222.03 feet; thence North 87 degrees 04 minutes 05 seconds East 415.00 feet; thence along the West line of Dewal Drive South 02 degrees 49 minutes 29 seconds East 418.73 feet; thence along the South line of Section 14, also being the centerline of 11 Mile Road, South 86 degrees 20 minutes 12 seconds West 315.03 feet to the point of beginning.

Tax Parcel Number: 22-14-451-012

EXHIBIT B TO FACILITIES EASEMENT AGREEMENT

Parcel #:22-14-451-012

Parcel Description: Part of the South ½ of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, and described as; beginning at the South ¼ corner of Section 14 and proceeding thence North 02 degrees 49 minutes 29 seconds West 200.00 feet; thence South 87 degrees 28 minutes 51 seconds West 100.00 feet; thence North 02 degrees 49 minutes 29 seconds West 222.03 feet; thence North 87 degrees 04 minutes 05 seconds East 415.00 feet; thence along the West line of Dewal Drive South 02 degrees 49 minutes 29 seconds East 418.73 feet; thence along the South line of Section 14, also being the centerline of 11 Mile Road, South 86 degrees 20 minutes 12 seconds West 315.03 feet to the point of beginning.



Comcast

EASEMENT SITE PLAN
42400 W 11 Mile Road
Oakland County
City of Novi, Michigan

N

Not to Scale

Drawn By: HGS - 03.12.2024

DWG: JB0001664764

CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Enter Executive Session immediately following the regular meeting of July 8, 2024, in the Council Annex for the purpose of discussing City Clerk and City Manager Performance Evaluations.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of July 8, 2024, in the Council Annex for the purpose of discussing City Clerk and City Manager Performance Evaluations.

CITY OF NOVI CITY COUNCIL
JULY 8, 2024

SUBJECT: Approval of claims and warrants – Warrant 1159

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, #1159 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1159

CITY OF NOVI
Warrant 1159
Monday, July 8, 2024

Check	Vendor Name	Description	Amount
189989	COMCAST BUSINESS	ACCOUNT 8529 10 205 0785285	219.49
189990	KELLEY, ERICA	REIMBURSE OPERATING SUPPLIES (HIDTA)	2,187.00
189991	LIONHEART ALLIANCE, LLC	INVOICE O22191 (HIDTA)	13,281.76
189992	MCAFEE, TODD	REIMBURSE TRAVEL	492.10
189993	MCNABB, TIMOTHY	REIMBURSE TRAVEL (HIDTA)	1,176.00
189994	SCHOOLCRAFT COLLEGE	INVOICE VT-3527	300.00
189995	VERIZON WIRELESS	INVOICE 9964932124	906.40
189996	WEX BANK	INVOICE 97606843	60.33
189997	MICHIGAN MUNICIPAL LEAGUE	WORKERS COMPENSATION 24/25 QTR - CITYWIDE	53,940.00
189998	CONSUMERS ENERGY	HEAT	132.13
189999	CONSUMERS ENERGY	HEAT	22.87
190000	DTE ENERGY	ELECTRICITY	21.37
190001	KAPNICK & COMPANY, INC	PROPERTY & LIABILITY INSURANCE 24/25 (FINANCE)	53,792.15
190002	AMAZON	LIBRARY BOOKS	588.21
190003	AMAZON	LIBRARY BOOKS	4,486.24
190004	AMAZON	AUDIO VISUAL MATERIALS (LIBRARY)	4,908.38
190005	AMAZON	AUDIO VISUAL MATERIALS (LIBRARY)	3,683.55
190006	123 NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
190007	1ST AYD CORPORATION	OPERATING SUPPLIES (DPW, W&S, PARKS MAINT)	1,010.41
190008	3CMA	MEMBERSHIP	645.00
190009	A & R SEALCOATING, INC.	MAIN ENTRANCE DESIGN (LIBRARY)	13,850.00
190010	A AND R PLUMBING LLC	BUILDING MAINTENANCE (PARKS MAINT, W&S)	2,093.48
190011	ACCUFORM PRINTING & GRAPHICS INC	POSTAGE, ENGAGE, FORMS (POLICE, COMM REL)	22,946.60
190012	ADT COMMERCIAL LLC	INTERNAL TECHNOLOGY WATER SEWER	693.50
190013	ADVANCED SATELLITE COMM. INC.	OUTSIDE DATA PROCESSING (POLICE)	1,015.55
190014	ADVENTURE WINDOW CLEANING	BUILDING MAINTENANCE (LIBRARY)	2,100.00
190015	AECOM GREAT LAKES, INC	CE SRVS: VAR PROJ (DRAIN, STREETS, P&R)	21,521.57
190016	AFTERMATH SERVICES LLC	BIO HAZARD CLEANING OF JAIL CELLS	300.00
190017	AIRGAS USA, LLC	VEHICLE MAINTENANCE	749.18
190018	AIS CONSTRUCTION EQUIPMENT CORP	VEHICLE MAINTENANCE (DPW)	12,229.66
190019	ALLIANCE HEALTH AND LIFE	EMPLOYEE HEALTHCARE INSURANCE	15,200.00
190020	ALLIE BROTHERS INC	SUPPLIES UNIFORMS (POLICE, FIRE)	29,483.58
190021	AMAZON	LIBRARY BOOKS	4,967.57
190022	AMERICAN GENERATORS SALES AND	BUILDING MAINTENANCE	290.25
190023	AMERICAN HEART ASSOCIATION INC.	CONFERENCE	510.00
190024	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	420.00
190025	APEX SOFTWARE	INTERNAL TECHNOLOGY (ASSESSING)	1,350.00
190026	APOLLO FIRE APPARATUS SALES AND	VEHICLE MAINTENANCE (FIRE)	1,174.33
190027	APPLICANTPRO	PROFESSIONAL SERVICES (HR)	3,706.00
190028	APPLIED INNOVATION	INTERNAL TECHNOLOGY COMM RELATIONS	35.20
190029	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	685.95
190030	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE (HR)	2,438.00
190031	ASPHALT SPECIALISTS, INC.	REFUND HYDRANT SETUP 24-15 (WATER & SEWER)	1,943.11
190032	ATLAS FUEL SERVICES LLC	BUILDING MAINTENANCE	760.21
190033	AXON ENTERPRISE, INC.	UNIFORM UPDATE (POLICE)	1,120.24
190034	B & B LANDSCAPING	GROUNDS MAINTENANCE	250.00
190035	BAKER & TAYLOR, LLC	ELECTRONIC MEDIA	894.56
190036	BANDIT INDUSTRIES INC	INTIMIDATOR 15XP QUOTE #160695 (DPW)	55,810.00
190037	BATTERIES PLUS	BUILDING MAINTENANCE	87.44
190038	BATTERIES PLUS BULBS	OPERATING SUPPLIES	22.24
190039	BEACON ATHLETICS LLC	YOUTH SOFTBALL/TBALL	140.00
190040	BELLE TIRE	VEHICLE MAINTENANCE	99.99
190041	BENITO'S CAFE	WATER LINE MAINTENANCE	159.21
190042	BERTIN, KENNETH M.	ADULT SOFTBALL	150.00
190043	BEYER, TODD A.	TENNIS LESSONS (PARKS & REC)	30,111.20
190044	BEZTAK GROUP	BLDG. BOND REFUND (ESCROW)	500.00

190045	BLACK AND BROWN THEATRE	LIBRARY PROGRAMMING	500.00	
190046	BLOUGH, KERI	PER DIEM CONFERENCE	62.00	
190047	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTHCARE INSURANCE	34,817.38	
190048	BLUEWATER TECHNOLOGIES, INC.	OPERATING SUPPLIES	300.00	
190049	BMW MOTORCYCLES OF SOUTHEAST	VEHICLE MAINTENANCE	784.54	
190050	BOULARD, CHARLES	PER DIEM CONFERENCE	67.00	
190051	BOULARD, CHARLES	MILEAGE REIMBURSEMENT	329.64	
190052	BOULARD, CHARLES	REIMBURSEMENT	30.00	
190053	BOUND TREE MEDICAL LLC	OPERATING SUPPLIES	778.74	
190054	BRIEN'S SERVICES INC	GROUNDS MAINTENANCE (LIBRARY)	6,910.00	
190055	BRODART CO.	LIBRARY BOOKS	23,081.62	
190056	BSN SPORTS INC.	YOUTH SOCCER (PARKS & REC)	3,481.17	
190057	C.F. LONG & SONS, INC.	STORM SEWER MAINTENANCE	905.50	
190058	CADILLAC ASPHALT LLC	ROUTINE MAINTENANCE (STREETS)	1,678.97	
190059	CALEA	OUTSIDE DATA PROCESSING (POLICE)	7,540.00	
190060	CANDY BANDITS LLC	SIZZLING SUMMER	800.00	
190061	CANFIELD EQUIPMENT SERVICES INC.	VEHICLE MAINTENANCE (POLICE)	4,700.75	
190062	CANON FINANCIAL SERVICES INC	EQUIPMENT RENTAL - COPIER (LIBRARY, IT)	5,025.25	
190063	CARLETON EQUIPMENT COMPANY, INC.	LAWN MOWER MAINTENANCE	990.30	
190064	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW (COMM DEV)	7,990.00	
190065	CARNIVAL BOUNCE RENTALS, LLC.	SPRING INTO NOVI (COMM REL)	1,850.00	
190066	CARRIER & GABLE INC	TRAFFIC CONTROL SIGN REPLACEMENT	122.40	
190067	CASH SOD FARM	WATER LINE MAINTENANCE	243.00	
190068	CAUCHI, PATRICIA	PETTY CASH	158.51	
190069	CBTS LLC	FIBER, CAM, BLDG SECURITY BOSCO (P&R, IT)	10,734.83	
190070	CDW GOVERNMENT LLC	TECHNOLOGY - CITYWIDE (IT)	68,566.84	
190071	CENTER FOR HOMING ARTS AND TALENT	HYDRANT DEPOSIT REFUND ASIAN FEST 24 (W&S)	2,082.00	
190072	CHARTER COMMUNICATIONS	BLDG. BOND REFUND (ESCROW)	1,500.00	
190073	CHARTER COMMUNICATIONS	BLDG. BOND REFUND (ESCROW)	1,500.00	
190074	CINTAS CORP	SUPPLIES UNIFORMS (DPW, FACILITIES)	2,191.61	
190075	CIVICPLUS, INC.	INTERNAL TECHNOLOGY (CLERK)	7,000.00	
190076	COLLABORATIVE SUMMER LIBRARY PROGRA	COMMUNITY PROMOTION	196.84	
190077	CONSUMERS ENERGY	HEAT	36.17	
190078	CONVERSIGHT.AI INC.	COMMUNITY PROMOTION (LIBRARY)	3,300.00	
190079	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE - CITYWIDE (CLERK)	2,507.34	
190080	COUGAR SALES & RENTAL INC	OPERATING SUPPLIES	305.22	
190081	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES (FACILITIES, FIRE, PARKS)	2,305.00	
190082	CUTMYTREEDOWN.COM	FORESTRY MAINTENANCE (TREE FUND)	10,508.75	
190083	D AND D WATER AND SEWER INC	WATER SERVICE INSTALLATIONS (W&S)	34,069.94	
190084	DAISLEY, MIKE	FUEL REIMBURSEMENT	40.00	
190085	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE (LIBRARY)	2,682.00	
190086	DAVEY RESOURCE GROUP	SRVS: TREE MGT PLAN UPDATE (TREE FUND)	1,480.00	
190087	DELL MARKETING L.P.	INTERNAL TECHNOLOGY (WATER & SEWER, IT)	18,192.75	
190088	DEMCO INC.	LIBRARY PROGRAMMING	585.62	
190089	DENNIS' MOBILE HOME SERVICE AND	HCD (COMMUNITY DEV BLOCK GRANT)	4,618.24	
190090	DORNBOS SIGN & SAFETY INC	SIGNING SUPPLIES	72.68	
190091	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES (ESCROW)	21,140.00	
190092	VOID	VOID	-	V
190093-190123	DTE ENERGY	ELECTRICITY	12,227.15	
190124	EMERGENCY MEDICAL TRAINING CENTER	EMT-B COURSE (FIRE)	6,862.50	
190125	EMPIRE PRINTING, LLC	ADULT BASKETBALL	102.36	
190126	ENGRAVING CONNECTION	EMPLOYEE RECOGNITIOIN	45.00	
190127	ENVISIONWARE, INC	COMPUTER SUPPLIES	575.00	
190128	ERICKSON, CHELSEA	DANCE PROGRAMS (PARKS & REC)	1,823.80	
190129	ESCAPE ROOM NOVI	LIBRARY PROGRAMMING	610.00	
190130	ETNA SUPPLY	STORM SEWER MAINTENANCE	583.00	
190131	EXTRA SPACE	HISTORICAL COMMISSION	2,400.00	
190132	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE (DPW, POLICE)	2,642.80	
190133	FENDT BUILDERS SUPPLY, INC	OPERATING SUPPLIES	382.00	
190134	FERGUSON WATERWORKS #3386	WATER METERS (W&S)	51,280.00	
190135	FIRE SYSTEMS OF MICHIGAN	BUILDING MAINTENANCE	225.00	
190136	FIREPENNY	VEHICLE MAINTENANCE	149.85	
190137	FLINT INSTITUTE OF SCIENCE AND	LIBRARY PROGRAMMING	222.00	
190138	FOSTER, SWIFT, COLLINS & SMITH, P.C	LEGAL FEES	465.50	

190139	FRICKE, LINDSAY	MILEAGE REIMBURSEMENT	26.80
190140	FUN TIME SPORTS LLC	SPORTS CAMPS (P&R)	1,680.00
190141	G2 CONSULTING GROUP, LLC.	MATERIAL TEST: VAR PROJ (W&S, STREETS, MEADOW)	27,245.50
190142	GANNETT MICHIGAN LOCALIQ	PRINTING AND PUBLISHING (CLERK, COMM DEV)	1,251.06
190143	GARY'S CATERING INC	SUPPLIES PRISONER MEALS	462.75
190144	GFL ENVIRONMENTAL	RUBBISH MONTHLY 5/2024	177,148.00
190145	GRAINGER INC, W W	SIGNING SUPPLIES	122.99
190146	GRAPH-X SIGNS, DISPLAY & EXHIBITS	BUILDINGS/GROUND/FURNITURE EXPENSE	71.90
190147	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	83.24
190148	GREAT LAKES ACE	OPERATING SUPPLIES	5.99
190149	GREAT LAKES POWER & LIGHTING INC.	BUILDING MAINT (P&R, GUN RANGE, STREETS)	8,943.54
190150	GREAT LAKES WATER AUTHORITY	HSP CHARGES (WATER & SEWER)	18,616.86
190151	GROCKAU, SAM	REIMBURSEMENT	98.88
190152	GUARDIAN ALARM	BUILDING MAINTENANCE	113.34
190153	GUNNERS METERS & PARTS, INC.	WATER LINE MAINTENANCE	91.00
190154	HALT FIRE,INC.	VEHICLE MAINTENANCE (FIRE)	1,667.87
190155	HANSON RENAISSANCE COURT REPORTERS	PROFESSIONAL SERVICES	541.00
190156	HARRELL'S, LLC	CEMETERY MAINTENANCE	597.60
190157	HEALTH ALLIANCE PLAN	EMPLOYEE HEALTHCARE INSURANCE	25,129.31
190158	HENKELS & MCCOY	BLDG. BOND REFUND (ESCROW)	1,000.00
190159	HESCO	GROUNDS MAINTENANCE (WATER & SEWER)	3,850.00
190160	HOME DEPOT	GROUNDS MAINTENANCE	29.94
190161	HOME DEPOT CREDIT SERVICES	GROUNDS MAINTENANCE - CITYWIDE	4,513.78
190162	HONEYWELL ANALYTICS	SCBA SUPPLIES (FIRE)	1,155.00
190163	HQI PAINTERS INC.	STUDIO VI RENOVATIONS (PEG FUND)	1,200.00
190164	IMAGAMERICA	SPRING INTO NOVI (COMM REL)	3,065.79
190165	IMAGE 360 - NOVI	COMMUNITY PROMOTION	110.00
190166	IMPERIAL DADE	BUILDING MAINTENANCE (LIBRARY)	1,031.59
190167	INTERNATIONAL CODE COUNCIL INC.	OPERATING SUPPLIES	714.75
190168	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	430.00
190169	J & B MEDICAL SUPPLY INC	OPERATING SUPPLIES (FIRE)	1,323.00
190170	JANSON, PAMELA L.	OLDER ADULTS FITNESS	567.00
190171	JK LOCKSMITH CO LLC	LIFT STATION MAINTENANCE	39.00
190172	JOHN'S SANITATION SERVICE	SPORTS FIELDS RENTAL (P&R)	1,982.00
190173	JOHNSON, RONALD DEAN	ADULT SOFTBALL	322.50
190174	KASPER, KELLY	REIMBURSEMENT	191.71
190175	KIMBALL MIDWEST	OPERATING SUPPLIES	821.23
190176	KNIGHT TECHNOLOGY GROUP, INC	COMPUTER SUPPLIES	700.00
190177	KNIGHT WATCH INC	COMPUTER SUPPLIES	260.00
190178	KUBICA CORP	BLDG. BOND REFUND (ESCROW)	500.00
190179	LECOM INC	BLDG. BOND REFUND (ESCROW)	1,500.00
190180	LEISURE UNLIMITED LLC	OLDER ADULTS FITNESS (P&R)	1,152.00
190181	LENNY'S HOME SERVICES	HCD (COMMUNITY DEV BLOCK GRANT)	5,328.00
190182	LGC GLOBAL INC.	CONSTRUCTION: NOVI RD/ 13 MILE RD PCCP (W&S)	48,097.72
190183	LIBRARY NETWORK, THE	COMMUNITY PROMOTION (LIBRARY)	2,214.96
190184	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE (TREE FUND)	3,123.75
190185	LIVINGSTON COUNTY ASSESSORS ASSOC	CONFERENCE	60.00
190186	LOOMIS	ARMORED CAR SERVICES	590.07
190187	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE	597.11
190188	M-K CONSTRUCTION CO INC	CONST: MIDDLE ROUGE STREAMBANK STAB (DRAIN)	83,651.74
190189	MADISON ELECTRIC COMPANY	LIFT STATION MAINTENANCE	27.60
190190	MAGIC BUS BAND	LIBRARY PROGRAMMING	800.00
190191	MAJALIKAR, SHRUTI	LIBRARY PROGRAMMING	250.00
190192	MALINOWSKI, JUDITH M.	MEDICAL SERVICE	500.00
190193	MAMOLA, LEE	OLDER ADULTS FITNESS	644.00
190194	MARK'S OUTDOOR POWER EQUIPMENT	LAWN MOWER MAINTENANCE	191.57
190195	MARRA, ELISE	REIMBURSEMENT CONFERENCE	129.92
190196	MASKASKY, JAMES	REISSUE CHECK 172715	161.00
190197	MCCARTHY AND SMITH , INC	BLDG. PAYMENT REFUND (ESCROW)	1,250.00
190198	MCGRAW MORRIS P.C.	LEGAL FEES (GENERAL FUND)	3,150.00
190199	MEDSTAR INC	OPERATING SUPPLIES	150.00
190200	METROMAILBOX.NET	MAILBOX REPAIRS (DPW)	1,500.00
190201	MEYER, BEVERLY	SIZZLING SUMMER	500.00
190202	MICHIGAN AMMO CO INC	SUPPLIES AMMUNITION (POLICE)	4,700.00

190203	MICHIGAN ASSESSORS ASSOCIATION	RECRUITMENT	300.00
190204	MICHIGAN AUTOMATIC SPRINKLER INC	GROUNDS MAINTENANCE (PARKS MAINT)	2,568.00
190205	MICHIGAN CAT	VEHICLE MAINTENANCE (FIRE)	5,370.80
190206	MICHIGAN ECONOMIC	MEMBERSHIPS	99.00
190207	MICHIGAN LIBRARY ASSOCIATION	MEMBERSHIP (LIBRARY)	2,938.00
190208	MICHIGAN RESPIRATORY AND SLEEP	MEDICAL SERVICE	40.00
190209	MICHIGAN RURAL WATER	MEMBERSHIP	990.00
190210	MICHIGANENSE NATIVES LLC	ROUTINE MAINTENANCE	455.00
190211	MIDWEST COLLABORATIVE FOR LIBRARY	COMMUNITY PROMOTION (LIBRARY)	13,558.05
190212	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	187.70
190213	MISSION COMMUNICATIONS, LLC	LIFT STATION MAINTENANCE (WATER & SEWER)	1,161.00
190214	MONROE COUNTY FIREFIGHTER'S ASSOC	CONFERENCE	75.00
190215	MORRIS, MELISSA	MILEAGE REIMBURSEMENT	35.51
190216	MOTION PICTURE LICENSING CORP	LIBRARY PROGRAMMING	361.31
190217	MUNICIPAL WEB SERVICES, INC	WEB PAGE MAINTENANCE (COMM REL)	6,002.00
190218	NATARAJAN, KRISHNAKUMAR	REFUND PARKS	290.00
190219	NATIONAL RECREATION & PARK ASSOC	MEMBERSHIPS	500.00
190220	NICE, KIM	REIMBURSEMENT	185.68
190221	NORTHVILLE PAINT CO	STUDIO VI RENOVATIONS	385.97
190222	NORTHVILLE PARKS & RECREATION	TENNIS LESSONS (PARKS & REC)	1,031.60
190223	NOVI CHAMBER OF COMMERCE	COMMUNITY PROMOTION	647.50
190224	NOVI COMMMUNITY EDUCATION	TENNIS LESSONS	198.80
190225	NOWAK, MATT	TAIL LIGHT REPLACEMENT	113.69
190226	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE (PARKS, DPW, W&S, P&F)	1,813.21
190227	OAKLAND COUNTY REGISTER OF DEEDS	SHELTER BAY FIRST AMENDMENT AGREEMENT	30.00
190228	OAKLAND COUNTY TREASURERS	PROFESSIONAL SERVICES (ASSESSING, POLICE)	78,930.15
190229	OCCUPATIONAL HEALTH CENTERS OF	MEDICAL SERVICE	86.00
190230	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	640.49
190231	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES (W&S, STREETS, DRAIN)	94,204.67
190232	ORIGINAL BIG DOG HOT DOGS LLC	SPRING INTO NOVI (COMM REL)	2,000.00
190233	ORKIN	BUILDING MAINTENANCE (GF, P&R, LIBRARY)	1,404.49
190234	OVERDRIVE, INC.	ELECTRONIC MEDIA (LIBRARY)	4,495.83
190235	PARAGON LABORATORIES, INC.	WATER LINE MAINTENANCE	150.00
190236	PENZAK, SHAWN	TUITION REIMBURSEMENT (POLICE)	1,040.00
190237	PEOPLE DRIVEN TECHNOLOGY, INC	LICENSE FEES (IT)	43,137.90
190238	PERFECT CLEANERS OF DETROIT, INC	SUPPLIES UNIFORMS (POLICE, FIRE)	1,022.00
190239	PETE'S HEATING & COOLING INC	BUILDING MAINTENANCE	235.00
190240	PHOENIX SAFETY OUTFITTERS	SUPPLIES UNIFORMS	75.00
190241	PIONEER MANUFACTURING CO.	EQUIPMENT MAINTENANCE	31.25
190242	PIPELOGIX INC.	INTERNAL TECHNOLOGY (WATER SEWER)	2,500.00
190243	PLAYAWAY PRODUCTS LLC	AUDIO VISUAL MATERIALS	49.99
190244	POWERDMS, INC.	OUTSIDE DATA PROCESSING (FIRE, HR)	16,849.68
190245	PRACTICE ZONE, THE	SPORTS CAMPS (P&R)	1,433.60
190246	PRECISE MRM LLC	INTERNAL TECHNOLOGY (ASSESSING)	3,750.00
190247	PROFESSIONAL BUILDING SERVICES LLC	CUSTODIAL SERVICES (LIBRARY)	5,764.56
190248	PRONUNCIATOR LLC	ELECTRONIC RESOURCES (LIBRARY)	2,700.00
190249	PROSCREENING, LLC	PROFESSIONAL SERVICES (HR)	1,788.00
190250	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
190251	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
190252	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
190253	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
190254	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
190255	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
190256	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
190257	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
190258	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
190259	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
190260	QUALITY FIRST AID & SAFETY, INC.	OPERATING SUPPLIES	893.90
190261	QUILL CORPORATION	OPERTATING SUPPLIES	366.64
190262	RED WING SHOE STORE	SUPPLIES UNIFORMS	197.99
190263	RESOURCE RECOVERY AND RECYCLING	RECYCLING CENTER (DPW)	3,658.00
190264	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SERVICES (STREETS)	6,402.40
190265	ROMANA CONSTRUCTION INC	BLDG. BOND REFUND (ESCROW)	500.00
190266	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES (GF, POLICE, ASSESSING)	37,246.67

190267	VOID	VOID	-	V
190268	ROSSI CONTRACTING INC	BLDG. BOND REFUND (ESCROW)	1,500.00	
190269	RYL FLEXIBILTY THERAPIES LLC	OLDER ADULTS MASSAGE (P&R)	1,425.00	
190270	SABLE, MICHAEL	CITY WIDE TRAINING (CM)	8,250.00	
190271	SAM'S CLUB DIRECT	YOUTH PROGRAMS	44.40	
190272	SCA OF MI, LLC	GROUNDS MAINTENANCE	80.49	
190273	SCHOOLCRAFT COLLEGE	MEDICAL SERVICE TRAINING (FIRE)	1,125.00	
190274	SCHWARTZ, MARGARET	OLDER ADULTS MASSAGE	624.00	
190275	SELCRA	TENNIS LESSONS	58.00	
190276	SIGNATURE SERVICES	ROUTINE MAINTENANCE (STREETS, W&S)	20,529.35	
190277	SITEONE LANDSCAPE SUPPLY, LLC	WATER LINE MAINTENANCE	138.20	
190278	SKILLPATH SEMINARS	CONFERENCE	518.00	
190279	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	859.19	
190280	SNAP-ON INDUSTRIAL	OPERATING SUPPLIES	897.09	
190281	SOUTH LYON AREA RECREATION	TENNIS LESSONS	511.40	
190282-190285	SPALDING DE DECKER	PROFESSIONAL SERVICES (ESCROW)	48,517.43	
190286	SPARC ARENA LLC	SPORTS CAMPS	724.50	
190287	STALKER RADAR	MOTORCYCLE RADARS (POLICE)	7,144.00	
190288	STANLEY STEEMER INTERNATIONAL	BUILDING MAINTENANCE (LIBRARY)	2,441.00	
190289	STATE OF MICHIGAN	COST SHARE: WIXOM ROAD REHAB (STREETS)	77,657.92	
190290	SUBURBAN LANDSCAPE SUPPLY	STORM SEWER MAINTENANCE	462.50	
190291	SUPER FLEET MASTERCARD	GASOLINE AND OIL	47.24	
190292	SUPERIOR INVASIVE PLANTS SOLUTIONS	INVASIVE SPECIES REMOVAL (TREE FUND)	3,380.00	
190293	SYSTEMP CORPORATION	BUILDING MAINT (POLICE, FACILITIES, PARKS)	8,550.22	
190294	TECH LOGIC CORPORATION	COMPUTER SUPPLIES (LIBRARY)	1,619.68	
190295	TEL SYSTEMS	COMPUTER SUPPLIES (LIBRARY)	2,575.00	
190296	TELNET WORLDWIDE INC.	TELEPHONE (LIBRARY)	1,058.67	
190297	THELEN LANDSCAPE INC	GROUNDS MAINTENANCE (LIBRARY)	4,762.50	
190298	TRACKER, A DIVISION OF C2, LLC.	PROFESSIONAL SERVICES (TREASURY)	4,980.00	
190299	TRAINER, RYAN	REIMBURSEMENT	17.00	
190300	TRUE BLUE INVESTGATIONS LLC	RECRUITMENT (FIRE)	3,400.00	
190301	TRUE NORTH ASPHALT, LLC	CONSTRUCT: LAKESHORE PARK PARKING LOT (P&R)	249,420.57	
190302	TSAI FONG BOOKS INC	LIBRARY BOOKS	457.30	
190303	TYLER TECHNOLOGIES, INC.	OUTSIDE DATA PROCESSING (POLICE)	3,710.00	
190304	ULINE, INC.	COMMUNITY PROMOTION	343.94	
190305	USA BLUEBOOK	SEWER LINE MAINTENANCE (W&S)	1,195.50	
190306	VARIPRO	EMPLOYEE FLEX SPENDING REIMB	6,277.56	
190307	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE (DPW, POLICE)	4,355.39	
190308	VERITACORP	BLDG. BOND REFUND (ESCROW)	5,000.00	
190309	VERITACORP	BLDG. BOND REFUND (ESCROW)	5,000.00	
190310	VERIZON WIRELESS	TELEPHONE	540.62	
190311	WASHTENAW COMMUNITY COLLEGE	SPRING ACADEMY COSTS (POLICE)	11,502.50	
190312	WEINGARTZ SUPPLY CO INC	LAWN MOWER MAINTENANCE	169.95	
190313	WENSCO SIGN SUPPLY	SIGNING SUPPLIES	180.00	
190314	WISS,JANNEY, ELSTNER ASSOCIATES INC	CONDITION ASSESSMENT: CHATTMAN (DRAIN)	3,250.00	
190315	WIXOM COLLISION	INSURANCE DEDUCTIBLES (GF)	7,475.86	
190316	WORLDVIEW TECHNOLOGIES GROUP	OPERATING SUPPLIES (IT)	1,802.00	
190317	ZIOZIOS, JAN	PER DIEM MAA CONFERENCE	92.00	
190318	ZVARA, CAMERON ANDREW	LIBRARY PROGRAMMING	555.00	
			$ 2,090,612.93	

GENERAL FUND	101	777,899.05
MAJOR STREET FUND	202	154,915.11
LOCAL STREET FUND	203	8,501.55
MUNICIPAL STREET FUND	204	10,585.11
PARKS, REC & CULTURAL SVCS FUND	208	322,816.01
DRAIN FUND	211	108,393.70
TREE FUND	213	18,492.50
RUBBISH COLLECTION FUND	226	177,148.00
LIBRARY FUND	271	123,284.19
LIBRARY CONTRIBUTION FUND	272	14,479.82
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	9,946.24
PEG CABLE - CAPITAL FUND	463	5,026.06

SENIOR HOUSING FUND	574	23,905.43
WATER AND SEWER FUND	592	235,940.77
SELF INSURANCE - HEALTH CARE FUND	677	15,200.00
701 AGENCY FUND	701	65,456.31
725 MI HIDTA	725	18,623.08
		$ 2,090,612.93