



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
November 20, 2023 | 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, Council Members Casey, Heintz, Smith, Staudt, Thomas

APPROVAL OF AGENDA

APPOINTMENT OF MAYOR PRO TEM

PUBLIC HEARINGS

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. Adoption of a resolution authorizing approval of a contract with the Michigan Department of Transportation to agree to the rights and obligations associated with the rehabilitation of Wixom Road from 10 Mile Road to Hartwick Drive with the City of Novi's estimated responsibility for construction in the amount of \$3,531,612.37.
2. Initial review of Planned Rezoning Overlay (PRO) eligibility of the request of Toll Brothers, LLC, for Elm Creek, JZ22-28, to rezone from Office Service Technology (OST) and Low-Rise Multiple Family (RM-1) to Low-Rise Multiple Family (RM-1) on

land located on the west side of Meadowbrook Road, south of Twelve Mile Road in Section 14. The applicant is proposing to utilize the Planned Rezoning Overlay option to rezone and develop a 134-unit multiple-family townhome development on approximately 37 acres of land. Under the new PRO Ordinance, this initial review by City Council is an opportunity to review and comment on the eligibility of the proposal.

- [3.](#) Discussion on the process to fill the open Council seat.
- [4.](#) Consider Resolution Delaying Council Committee Appointments.

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

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:
October 23, 2023 - Regular Meeting
- [B.](#) Approval to award engineering design services to AECOM for the 2024 Neighborhood Sidewalk Repair Program in the amount of \$42,500.
- [C.](#) Approval of the request from Goddard School Annex (JSP22-0059) at 48600 Grand River Avenue (parcel no. 50-22-17-126-013) for a variance from the Design and Construction Standards Section 11-256(b) to eliminate the sidewalk requirement along 12 Mile Road.
- [D.](#) Approval of the request from Goddard School Annex (JSP22-0059) at 48600 Grand River Avenue (parcel no. 50-22-17-126-013) for a variance from the Design and Construction Standards Section 11-256(b) to pay into the City Sidewalk Fund in lieu of construction of the boardwalk along Grand River Avenue.
- [E.](#) Acceptance of a highway easement and temporary grading easement for completion of sidewalk at 39415 Ten Mile Road in the amount of \$30,000.
- [F.](#) Adoption of Resolution for application to the Transportation Alternatives Program (TAP) grant for construction of a pathway connector between the ITC Trail and Bosco Fields park.

- G. Approval to accept the Bill of Sale for the ITC Trail Comfort Station per the requirements of the Terra PRO Agreement and site plan, JSP17-0052. The site is along the north side of Nine Mile Road at Garfield Road.
- H. Authorization to close on the purchase of property (Parcel No. 22-24-301-013) located on Meadowbrook Road between Grand River Avenue and Ten Mile Road, approximately 4.51 acres for the purchase price of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00), subject to the existing building and use restrictions and easements of record.
- I. Approval of claims and warrants – Warrant 1143

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 CITY COUNCIL
NOVEMBER 20, 2023

SUBJECT: Adoption of a resolution authorizing approval of a contract with the Michigan Department of Transportation to agree to the rights and obligations associated with the rehabilitation of Wixom Road from 10 Mile Road to Hartwick Drive with the City of Novi's estimated responsibility for construction in the amount of \$3,531,612.37.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 3,531,612.37
AMOUNT BUDGETED	\$ 3,952,640.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	202-449.20-975.214

BACKGROUND INFORMATION:

In 2019, the City was awarded federal funds for rehabilitation of Wixom Road through the Oakland County Federal Aid Committee (FAC) Surface Transportation Program (STP). The project will receive a total of \$1,514,529 in STP funds. The Michigan Department of Transportation (MDOT) is responsible for administering federal funding to local agencies. MDOT has provided the attached contract for City approval prior to project construction.

The contract breaks the project down into two parts:

- Part A – Asphalt cold milling, widening for left turn lane and paving along Wixom Road from 10 Mile Road to Hartwick Drive (receiving FAC funding)
- Part B – Audio video route survey along limits described in Part A (not eligible for federal funding)

The City Attorney reviewed the contract and resolution favorably (Beth Saarela, October 31, 2023).

Since the MDOT Agreement was processed in October the attached resolution matches the estimated costs of construction \$4,490,100 with a local match of

\$2,970,571. Bids for this project were received on November 3, 2023, and the low bid was \$5,046,141.37. Therefore, the City's estimated responsibility for construction is \$3,531,612.37 (construction award amount minus federal funds of \$1,514,529).

The City is also responsible for the construction engineering services and material testing services related to this project, which 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. These amounts are based on estimated construction costs of \$3,531,612.37.

OHM Advisors		
Contract Administration	3.5% of the construction award	\$ 176,614.95
Crew Days	\$800 daily inspection fee x 115 days	\$ 92,000.00
Testing Engineers and Consultants (TEC)		
Material testing services	2.9% of construction award	\$ 146,338.10

Depending on the contractor's availability, the project would be split over two summers, with construction occurring during the Novi Community School District's 2024 and 2025 summer breaks.

RECOMMENDED ACTION: Adoption of a resolution authorizing approval of a contract with the Michigan Department of Transportation to agree to the rights and obligations associated with the rehabilitation of Wixom Road from 10 Mile Road to Hartwick Drive with the City of Novi's estimated responsibility for construction in the amount of \$3,531,612.37.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
MDOT CONTRACT 23-5412
MDOT COST PARTICIPATION AGREEMENT
WIXOM ROAD

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

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS; the City of Novi was awarded federal funding through the Michigan Department of Transportation (MDOT) under the Surface Transportation Program (STP) in the amount of \$1,514,529 for rehabilitation of Wixom Road from 10 Mile Road to Hartwick Drive; and

WHEREAS; The City of Novi's cost participation amount is estimated to be \$2,975,571 of the estimated \$4,490,100 project.

WHEREAS; MDOT administers all projects that receive federal funds on behalf of the local agency; and,

WHEREAS; the Mayor and the City Clerk are authorized to execute the approved Cost Participation Contracts, on behalf of the City, as expressly authorized, directed and instructed by the Council.

NOW THEREFORE, IT IS THEREFORE RESOLVED that Mayor and Council of the City of Novi hereby support and authorize participation in MDOT Contract No. 23-5412, by and between the Michigan Department of Transportation and the City of Novi.

And approve MDOT Contract Number 23-5412.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2023, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

STP

DA

Control Section	STU 63000
Job Number	209477CON
Project	23A0893
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5412

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF NOVI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Novi, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 5, 2023, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling, widening for turn lane and paving along Wixom Road from 10 Mile Road to Hartwick Drive, including earthwork, aggregate base, drainage improvements, concrete base course, curb and gutter, sidewalk, curb ramp, hot mix asphalt shared use path, guardrail, wireless vehicle detection, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Audio video route survey along the limits as describe in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Small MPO Funds in combination with Federal Surface Transportation Urban Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Surface Transportation Small MPO Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$148,358, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. Federal Surface Transportation Urban Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$1,366,171, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation

with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF NOVI

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



October 5, 2023

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	209477CON
PROJECT	23A0893

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$4,485,100	\$ 5,000	\$4,490,100

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$4,485,100	\$ 5,000	\$4,490,100
Less Federal Funds*	<u>\$1,514,529</u>	<u>\$ 0</u>	<u>\$1,514,529</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$2,970,571	\$ 5,000	\$2,975,571

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



November 7, 2023

Mr. Brent Schriener
Michigan Department of Transportation, Local Agency Programs Unit
425 W. Ottawa Street
Lansing, MI 48909

RE: Wixom Road, from 10 Mile Road to Grand River Avenue, City of Novi, Oakland County
CS 63000 – JN 209477
Bid Justification

Dear Mr. Schriener,

The bids for the above-referenced project that were received on November 3, 2023 were more than 10% above the Engineer's Estimate. The low bid was \$5,046,141.37 which is \$556,122.87 over the estimated amount of \$4,490,018.50.

The overrun above the Engineer's Estimate can be primarily attributed to the following six pay items:

- Line item 0510 (Minor Traf Devices) is \$180,328.55 over the estimate.
- Line item 0280 (HMA, 5EMH) is \$122,800.00 over the estimate.
- Line item 0585 (Slope Restoration, Non-Freeway, Type E) is \$115,815.60 over the estimate.
- Line item 0050 (Excavation, Earth) is \$60,358.50 over the estimate.
- Line item 0305 (Curb and Gutter, Conc, Det F4) is \$56,108.00 over the estimate.
- Line item 0115 (Maintenance Gravel) is \$39,000.00 over the estimate.

The item with the largest overrun was Minor Traf Devices. The unit price for this item may be higher than estimated because of the part-width construction in three stages. Intersection staging is also necessary, and coordination with RCOC is required for the replacement of the wireless vehicle sensor nodes. Many of the unit prices for temporary traffic control devices are lower than estimated, but the LSUM for Minor Traf Devices appears to be high to make up for the somewhat inconvenient staging.

The unit price for HMA, 5EMH may be higher than estimated because, in addition to being the top course, this mix is also used for wedging to correct the substandard cross-slope. Wedging is more labor intensive than paving the top course, so this extra effort was likely incorporated into the unit price.

The unit price for Slope Restoration, Non-Freeway may be higher than estimated because all areas require Type E. Type E restoration includes Bonded Fiber Matrix (BFM). A much higher material and labor cost for BFM was likely incorporated into the unit price.

The unit prices bid for Excavation, Earth and Maintenance Gravel were reviewed against recently bid projects involving similar work. The unit prices for these items have likely increased since the estimate was prepared due to increased trucking and material handling costs associated with these operations.

The part-width staging may have also affected the unit price bid for Curb and Gutter, Conc, Det F4. Although a reasonable price might be expected for the significant quantity, the unit price may be higher than estimated because it cannot all be done at one time. Segments of new curb & gutter are required on both sides of the road, and



therefore concrete crews are needed in more than one stage. Remobilizing these concrete crews was likely incorporated into the unit price.

Other items were higher than anticipated due to a general increase in prices seen since the estimate was prepared due to supply/demand for materials, equipment, and manpower. There also appears to be reduced competition to be the low bidder on a project because of the large volume of construction projects underway and upcoming.

The City of Novi would like to proceed with award of the project per the bids received. Feel free to contact me at 734-466-4485 if you have any questions or need additional information.

Sincerely,
OHM Advisors

Kirk B. Cox, P.E.
Senior Project Manager

cc: Jeff Herczeg, Director of Public Works, City of Novi (via email)
Tim Juidici, OHM

ELIZABETH KUDLA SAARELA
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Farmington Hills, Michigan 48331
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rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 31, 2023

Rebecca Runkel, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: MDOT Cost Participation Agreement and Resolution- Wixom Road
Contract No. 23-5412**

Dear Ms. Runkel:

We have received and reviewed the Cost Participation Agreement prepared by the Michigan Department of Transportation (MDOT) for Hot mix asphalt cold milling, widening for turn lane and paving along Wixom Road from 10 Mile Road to Hartwick Drive, including earthwork, aggregate base, drainage improvements, concrete base course, curb and gutter, sidewalk, curb ramp, hot mix asphalt shared use path, guardrail, wireless vehicle detection, permanent signing and pavement markings; and all together with necessary related work. in the City. The total project cost is \$4,485,100, excluding video cost. Federal funding from the Highway Surface Transportation Program will be provided up to \$1,514,529. The remaining cost of the road rehabilitation will be paid by the City.

The Agreement is provided for the limited purpose of setting forth how the project costs will be paid by the named parties. The City will bid out and complete the Project.

Subject to Engineering review and approval of the cost breakdown of the project, we see no legal impediment to entering into the Cost Sharing Agreement. It is MDOT standard Cost Participation Agreement form and the parties each retain liability for their own actions.

The Resolution provided is for the purpose of City Council approving the Contract and authorizing City signatures.

Please feel free to contact me with any questions or concerns in regard to this matter.

Rebecca Runkel, Project Engineer
City of Novi
October 31, 2023
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



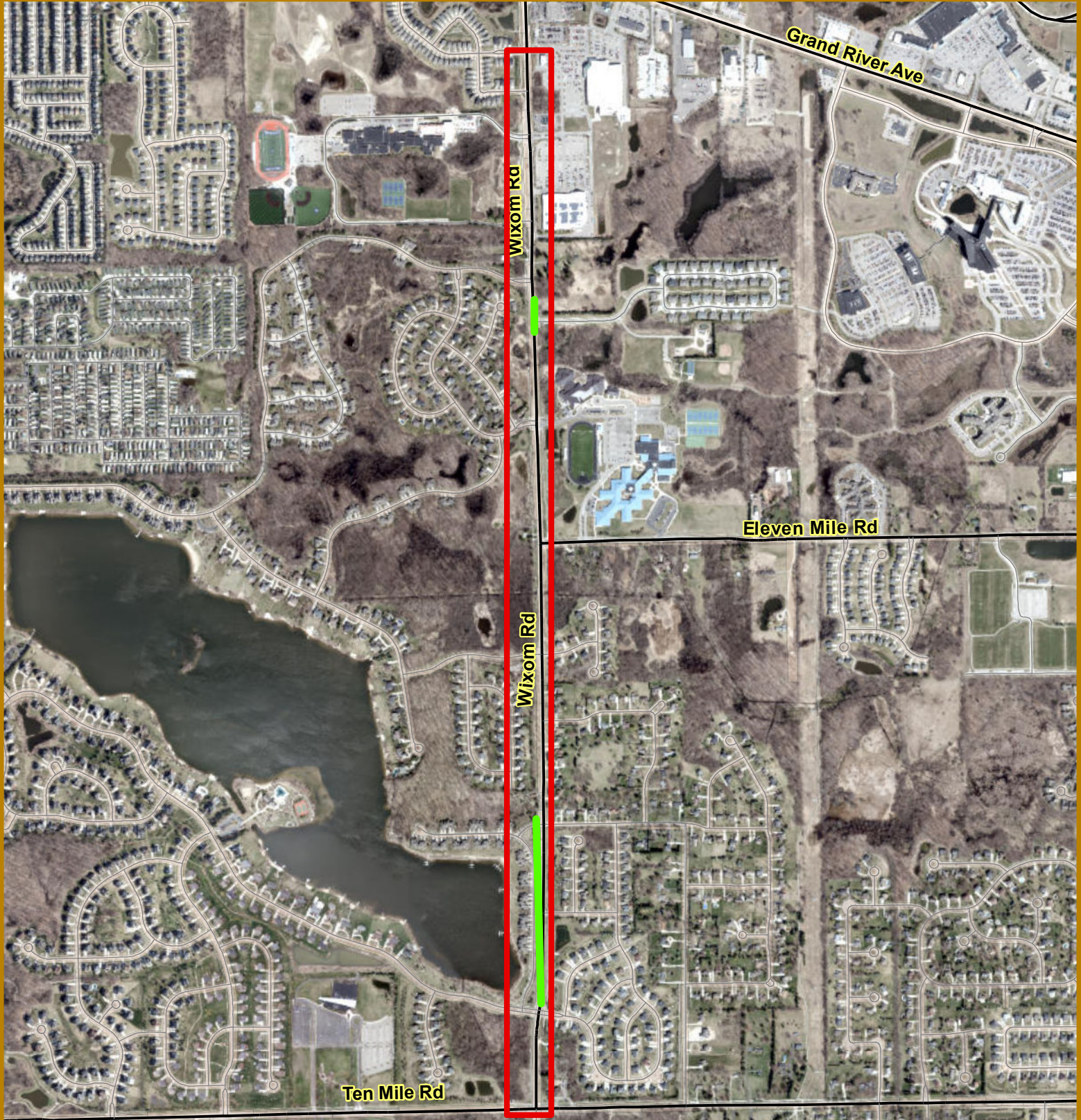
Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Megan Mikus, Deputy DPW Director (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

Wixom Road Rehabilitation Location Map



Map Author: Runkel
Date: 10-30-23
Version #: 1.0

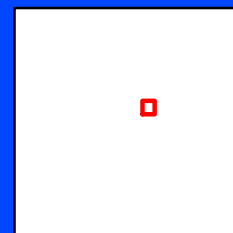
MAP INTERPRETATION NOTICE
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Project Area



Center Turn Lane
Extension



City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



0 260 520 1,040 1,560
Feet
1 inch = 1,242 feet



CITY OF NOVI CITY COUNCIL NOVEMBER 20, 2023

SUBJECT: Initial review of Planned Rezoning Overlay (PRO) eligibility of the request of Toll Brothers, LLC, for Elm Creek, JZ22-28, to rezone from Office Service Technology (OST) and Low-Rise Multiple Family (RM-1) to Low-Rise Multiple Family (RM-1) on land located on the west side of Meadowbrook Road, south of Twelve Mile Road in Section 14. The applicant is proposing to utilize the Planned Rezoning Overlay option to rezone and develop a 134-unit multiple-family townhome development on approximately 37 acres of land. Under the new PRO Ordinance, this initial review by City Council is an opportunity to review and comment on the eligibility of the proposal.

SUBMITTING DEPARTMENT: Community Development Department - Planning

BACKGROUND INFORMATION:

The petitioner is requesting a Zoning Map Amendment for approximately 37 acres of property on the west side of Meadowbrook Road, south of Twelve Mile Road (Section 14). The applicant is proposing to rezone property rezone from Office Service Technology (OST) and Low-Rise Multiple Family (RM-1) to Low-Rise Multiple Family (RM-1) using the City's Planned Rezoning Overlay (PRO) option.

The Future Land Use Map identifies this property and those to the north, east and south as Office Research Development Technology. The current zoning, Office Service Technology (OST) corresponds to the land use designation. Areas to the south and north are developed with medical and general office buildings. Land to the west of the subject property is indicated for Multiple Family on the Future Land Use Map, and the zoning is RM-1. This parcel is developed with the Waltonwood senior living facility.

The PRO Concept Plan proposes a two-phased 134-unit multiple-family townhome development. The single entrance to the development would be from Meadowbrook Road. Two new public roads are proposed, along with two access routes for emergency use only. A looped walking path and lake overlook amenity is proposed through a preserved wooded area to provide the required usable open space. Wetland impacts are proposed to be mitigated on-site near Meadowbrook Road. One stormwater detention pond is proposed in each phase.

A unique feature of this property is that the northern roughly 23-acre area is owned by one entity, Lakeside/Novi Land Partnership, while the southern 13.6-acre area is "owned" by another entity, Singh VI LP. The quotes are around the word "owned" because there was never a formal split of this overall parcel, only a private agreement. As far as the City records are concerned this is one roughly 37-acre parcel. In the initial submittal, only the northern portion was proposed for rezoning. For this revised Concept Plan, the entire parcel is proposed to be rezoned to RM-1, and the owner of the southern portion has submitted a letter stating that they agree to be bound by the terms of the PRO Agreement, should it be approved.

Rezoning to the RM-1 Low Density Multiple Family category requested by the applicant would permit the development proposed. Some of the conditions that could be proposed based on the PRO Plan include:

1. Limiting the maximum Building height to 27 feet.
2. Building setbacks from Meadowbrook Road shall be no less than 400 feet.
3. Parking setbacks shall be no less than 50 feet from adjacent property lines.
4. The number of units shall not exceed 134.
5. The layout of the site will be generally as shown in the PRO Plan with respect to setbacks, building locations, parking areas, open space and amenities proposed.
6. Woodland tree credits will be planted on-site to the extent possible.
7. The use of native species in the landscaping to exceed the 50% requirement.
8. The usable open space provided shall exceed the 200 square feet per unit requirement.

Staff and consultants note some concerns about the proposed residential uses' compatibility with the surrounding uses and the extensive removal of regulated woodlands. Some additional screening is warranted. The identified benefits of the rezoning are construction of off-site sidewalk gaps and permanent preservation of woodland and wetland areas on-site. In addition, very little detail is provided for the "Phase 2" area at the south end of the project. No boundary/topographic survey is provided for the southern area (i.e., that area owned by Singh), and no tree survey is provided. The proposed plan for the southern area is very conceptual.

- There are seven deviations from the ordinance that have been identified.
- Building setbacks are proposed to be reduced from 75 feet to 50 feet along the northern and eastern property lines.
- Buildings are generally shown parallel to the lot lines rather than at the required 45-degree angle.
- The distance between buildings is reduced from about 35 feet to 30 feet.
- Perpendicular parking is proposed on a major drive in two locations, which is not permitted.
- Fencing and existing vegetation is proposed in lieu of landscape berms.
- Deficiencies in street trees are also proposed due to the presence of existing wetland areas and underground utilities.
- While the proposed building elevations meet the requirements of the façade ordinance, the applicant has not proposed additional elements that would result in an overall enhancement of the area, which may require a deviation.

PROPERTY HISTORY

A previous PRO Agreement and Plan was previously approved for this site in 2005, which was known as Uptown Park. That agreement, between the City and Singh IV Limited Partnership, permitted a rezoning to RM-2 to allow up to 201 residential units. Conditions of development included that they be for-sale units and stipulated the preservation of landscape buffers in lieu of building berms. The Uptown Park PRO Plan, which has expired, is included in the packet attachments.

PRO ORDINANCE

The PRO option creates a "floating district" with a conceptual plan attached to the rezoning of a parcel. As part of the PRO, the underlying zoning is proposed to be changed and the applicant enters into a PRO agreement with the City, whereby the City and the applicant agree to a conceptual plan for development of the site. Following final approval of the PRO concept plan, conditions for the development, and a PRO agreement, the applicant will submit for Preliminary and Final Site Plan approval under standard site plan review procedures. The PRO runs with the land, so future owners, successors, or assignees are bound by the terms of the agreement, absent modification by the City of Novi. If the development has not begun within two (2) years, the rezoning and PRO concept plan expires, and the agreement becomes void.

City Council adopted revisions to the Planned Rezoning Overlay ordinance. Under the terms of the new ordinance, the Planning Commission does not make a formal recommendation to City Council after the first public hearing. Instead, the initial review is an opportunity for the members of the Planning Commission, and then City Council, to hear public comment, and to review and comment on whether the project meets the requirements of eligibility for Planned Rezoning Overlay proposal. Section 7.13.2.B.ii states:

In order to be eligible for the proposal and review of a rezoning with PRO, an applicant must propose a rezoning of property to a new zoning district classification, and must, as part of such proposal, propose clearly-identified site-specific conditions relating to the proposed improvements that,

- 1) are in material respects, more strict or limiting than the regulations that would apply to the land under the proposed new zoning district, including such regulations or conditions as set forth in Subsection C below; and*
- 2) constitute an overall benefit to the public that outweighs any material detriments or that could not otherwise be accomplished without the proposed rezoning.*

(See attachment for Full text, including Subsection C)

After this initial round of comments by the public bodies, the applicant may choose to make any changes, additions or deletions to the proposal based on the feedback received. The applicant will then submit their formalized PRO Plan, which will be reviewed by City staff and consultants. The project would then be scheduled for a 2nd public hearing before Planning Commission. Following the 2nd public hearing the Planning Commission will make a recommendation on the project to City Council. City Council would then consider the rezoning with PRO, and if it determines

it may approve it, would direct the City Attorney to work with the applicant on a PRO Agreement. Once completed, that final PRO Agreement would go back to Council for final determination.

PLANNING COMMISSION

The Planning Commission held Public Hearings on December 7, 2022, and October 11, 2023, to review and make comments on the proposal's eligibility for using the Planned Rezoning Overlay option. Comments made at that time are reflected in the meeting minutes included in this packet, and the more recent comments are summarized here:

- An adjacent landowner suggested that the closest residential building to Meadowbrook Road should be moved even further west, to a setback of approximately 600 feet from the road, to further decrease the visibility of the project.
- A Novi resident suggested more of the units should have first floor living, with a primary bedroom on that floor, to be more accommodating to the senior population. He also raised concerns about the divided ownership of the two phases of the project, and not having enough information about the Phase 2 portion.
- Concerns about traffic congestion at the single entrance point from Meadowbrook Road and impacts to wetlands were mentioned in a letter received by the Commission from an adjacent landowner.
- Commissioners stated more information should be provided to compare a likely development scenario under the current zoning (OST) to the proposed residential development in terms of woodland and wetland impacts, and traffic impacts.
- Commissioners thought it was significant that a residential PRO development had previously been approved for this site, and they would like to see the layout that was proposed at that time.
- Commissioners thought the residential use could be an aesthetic enhancement for the area with the preservation of woodland and wetland areas compared to an OST use.
- Commissioners mentioned more clarity and definition of the Phase 2 portion of the project would help to strengthen the justification for the PRO process.
- Commissioners stated that additional strategies to make more of the units accommodating to seniors would be a benefit to the community.

SUMMARY OF CONDITIONS AND BENEFITS OFFERED

PART 1: Summary of possible conditions from applicant, or staff and consultant's review letters *that may be considered to meet the standard of clearly identified site-specific conditions that are more strict or limiting than the regulations that would apply to the land under the proposed new zoning district:*

- A. The permitted uses of the property will be 134 residential units in a townhome building configuration in substantial conformance with the Concept Plan.
- B. Density shall not exceed 4.65 dwelling units per acre (more limiting than 5.4 dwelling units per acre allowed in RM-1 District)
- C. Preservation of 7.06 acres of City regulated woodlands
- D. Preservation of 3.02 acres of City regulated wetlands
- E. Providing the community amenities as shown on the PRO Concept Plan

PART 2: Summary of conditions that may be considered to meet the standard of constituting an overall benefit to the public that outweighs any material detriments or that could not otherwise be accomplished without the proposed rezoning:

- A. The applicant offers to cover the costs associated with design, easement acquisition and construction of two off-site sidewalk gaps totaling 314 linear feet along Meadowbrook Road on properties adjacent to the north and south.
- B. The proposed site plan allows for the preservation of 7.06 acres of Woodlands and 3.02 acres of wetland on-site that will be protected in perpetuity.
- C. The proposed Concept plan includes a nature trail and overlook amenity that will allow future residents to enjoy and directly benefit from the preserved natural features on-site.

DEVIATIONS

The proposed PRO Concept Plan includes the following ordinance deviation requests:

1. Planning deviations from Section 3.1.7.D and Section 3.6.2.B to reduce the side and rear setbacks from 75 feet to 50 feet along the north, east and west property lines. The deviation is requested to be able to cluster the buildings in the northern portion of the site while preserving City woodlands and wetlands to the south.
2. Planning deviation from Section 3.8.2.D to revise the required orientation of the buildings from 45 degrees to the orientation shown in the Concept Plan. This deviation would allow for a more uniform site layout with all of the units backing up to open space/wooded areas.
3. Planning deviation from Section 3.8.2.H to allow a minimum distance of 30 feet between buildings on the same side of the street, while the calculated minimum distance would require 33.72 to 34.9 feet (deviation of up to 5 feet).
4. Planning deviation from Section 5.10 is requested to allow for perpendicular parking on a major drive. This deviation is requested due to the impracticality of

providing a minor road given the site constraints (woodlands, wetlands, and property configuration) and the relatively low traffic volumes anticipated.

5. Deviation from Section 7.13.2 to not enhance the façade design beyond the requirements of Section 5.15.
6. Landscape waiver from Section 5.5.3.A.ii to not provide a 4-foot, 6-inch to 6-foot-high landscape berm on a proposed RM-1 district adjacent to an OST district along the north and east side.
7. Landscaping deviation from Section 5.5.3.B.ii to allow a lack of required street trees and berm along the Meadowbrook Road frontage due to the existing wetlands and underground utilities.

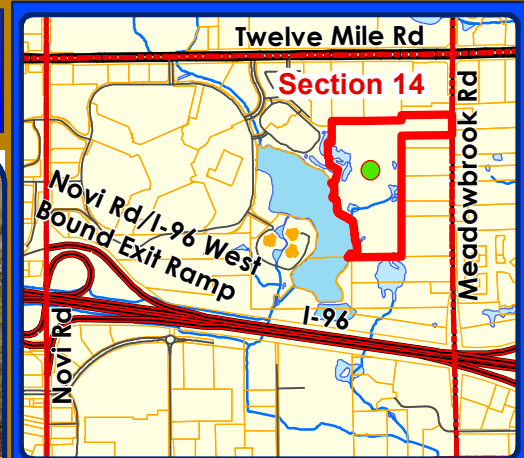
CITY COUNCIL ACTION: This is City Council's opportunity to comment on the eligibility of the proposal according to the standards of the PRO Ordinance and offer feedback to the applicant. No motion is necessary at this time, but the table below contains the examples of conditions that may be more strict or limiting, and/or provide an overall benefit to the public, as listed in the Ordinance that could be discussed at the City Council meeting.

Types of PRO Conditions (Section 7.13.2.C.ii.b)	Included	Notes
(1) Establishment of development features such as the location, size, height, area, or mass of buildings, structures, or other improvements in a manner that cannot be required under the Ordinance or the City's Code of Ordinances, to be shown in the PRO Plan.	Yes	Buildings and layout to be as shown in the PRO Plan. Buildings to be setback a minimum of 400 feet from Meadowbrook Road.
(2) Specification of the maximum density or intensity of development and/or use, as shown on the PRO Plan and expressed in terms fashioned for the particular development and/or use (for example, and in no respect by way of limitation, units per acre, maximum usable floor area, hours of operation, and the like).	Yes	The number of units shown in PRO Plan are maximum intensity allowed.
(3) Provision for setbacks, landscaping, and other buffers in a manner that exceeds what the Ordinance of the Code of Ordinances can require.	Yes	Buildings to be setback a minimum of 400 feet from Meadowbrook Road. Use of native species in landscaping could exceed ordinance requirement.
(4) Exceptional site and building design, architecture, and other features beyond the minimum requirements of the Ordinance or the Code of Ordinances.		Not proposed
(5) Preservation of natural resources and/or features, such as woodlands and wetlands, in a manner that cannot be accomplished through the Ordinance or the Code of Ordinances and that exceeds what is otherwise required. If such areas are to be affected by the proposed development, provisions designed to minimize or mitigate such impact.	Yes	Plan shows preservation of 7.06 acres of woodlands, and 3.02 acres of wetlands. Wetland impacts to be mitigated as permitted by the Code on-site.
(6) Limitations on the land uses otherwise allowed under the proposed zoning district, including, but not limited to, specification of uses that are permitted and those that are not permitted.	Yes	Uses would be limited to attached townhome units only. The applicant states they will be for-sale units.
(7) Provision of a public improvement or improvements that would not otherwise be required under the ordinance or Code of Ordinances to further the public health, safety, and welfare, protect existing or planned uses, or alleviate or lessen an existing or potential problem related to public facilities. These can include, but are not limited to, road and infrastructure improvements; relocation of overhead utilities; or other public facilities or improvements.	Yes	Off-site sidewalks proposed to be constructed (~314 feet)

(8) Improvements or other measures to improve traffic congestion or vehicular movement with regard to existing conditions or conditions anticipated to result from the development.		No traffic improvements beyond what is required
(9) Improvements to site drainage (storm water) or drainage in the area of the development not otherwise required by the Code of Ordinances.		No Stormwater Management beyond what is required
(10) Limitations on signage.		Not proposed
(11) Creation or preservation of public or private parkland or open space.	Yes	Private parkland created with nature path, preservation of woodlands and wetlands. Exceeds requirement for open space.
(12) Other representation, limitations, improvements, or provisions approved by the City Council.		

MAPS
Location
Zoning
Future Land Use
Natural Features

ELM CREEK PRO LOCATION



Legend

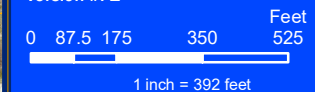
 Subject Property



City of Novi

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

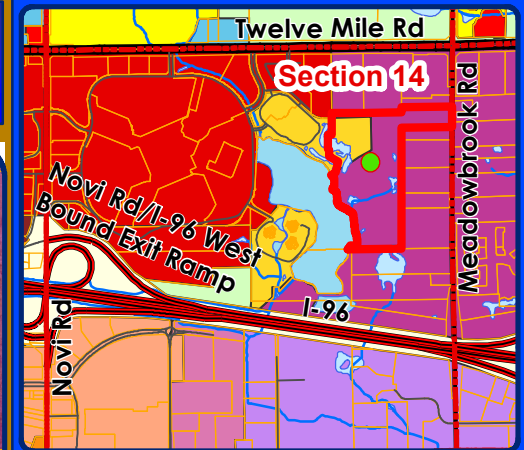
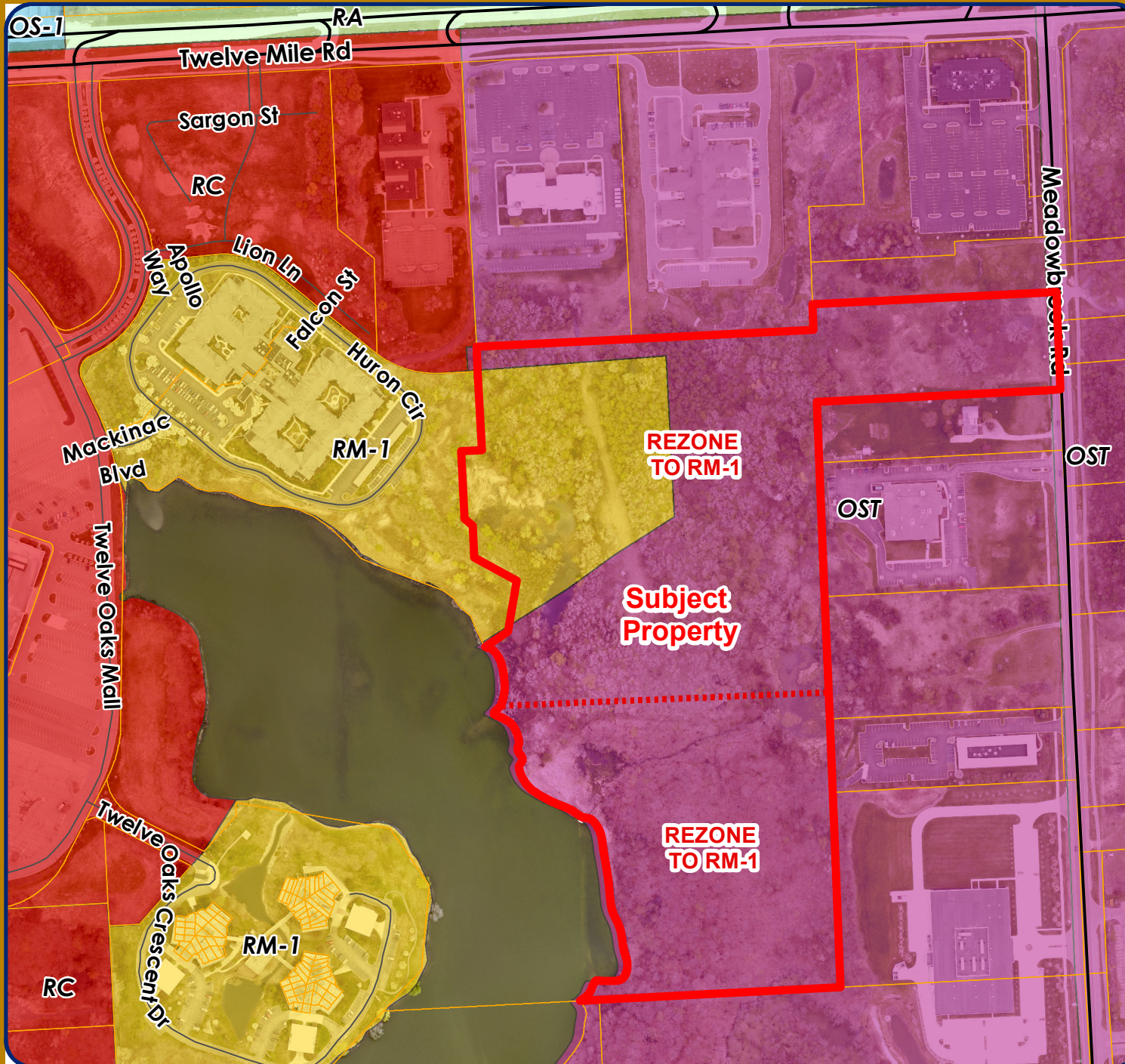
Map Author: Lindsay Bell
Date: 9/1/23
Project: ELM CREEK PRO
Version #: 1



MAP INTERPRETATION NOTICE

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ELM CREEK PRO ZONING



Legend

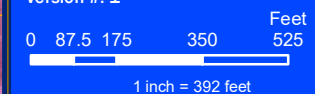
- R-A: Residential Acreage
- RM-1: Low-Density Multiple Family
- OS-1: Office Service District
- OST: Office Service Technology
- RC: Regional Center District
- Subject Property



City of Novi

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

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Date: 9/1/23
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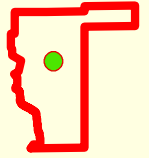


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ELM CREEK PRO FUTURE LAND USE

Section 14



Legend

 Subject Property

**Subject
Property**



City of Novi

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

Map Author: Lindsay Bell
Date: 9/1/23
Project: ELM CREEK PRO
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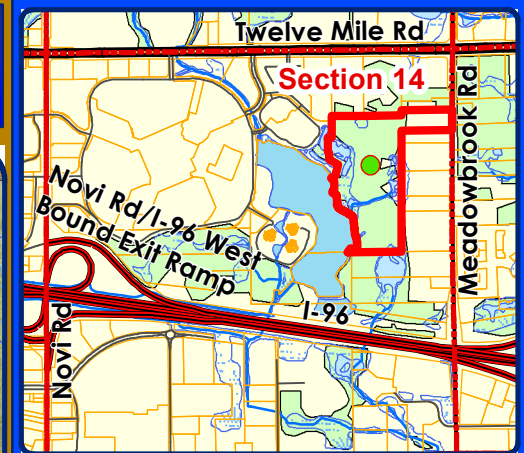
0 87.5 175 350 525 Feet
1 inch = 392 feet



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ELM CREEK PRO NATURAL FEATURES



Legend

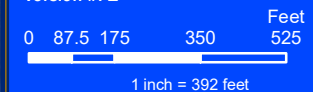
-  Wetlands
-  Woodlands
-  Subject Property



City of Novi

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

Map Author: Lindsay Bell
Date: 9/1/23
Project: ELM CREEK PRO
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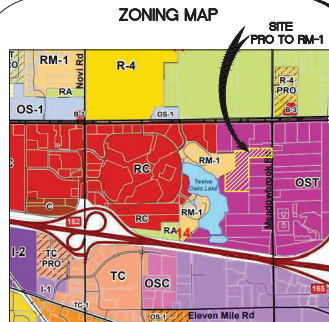
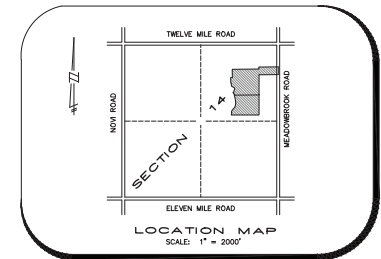
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REVISED INITIAL PRO CONCEPT PLAN
JUNE 21, 2023

ELM CREEK BY TOLL BROTHERS

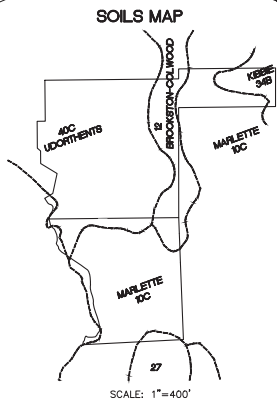
SECTION 26, TOWN 1 NORTH, RANGE 8 EAST,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PREPARED FOR:
TOLL BROTHERS, INC.
26200 TOWN CENTER DRIVE
NOVI, MICHIGAN 48375
248.380.9611



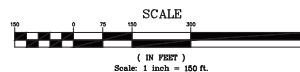
EXIST. ZONING: OST (OFFICE SERVICE TECHNOLOGY)
PROP. ZONING: PRO TO RM-1

- | Zoning Districts | |
|------------------------------------|--------------------------------|
| RA: Residential Acreage | GE: Gateway East |
| RO-1: One-Family Residential | FS: Freeway Service |
| R-2: One-Family Residential | I-1: Light Industrial |
| R-3: One-Family Residential | I-2: General Industrial |
| R-4: One-Family Residential | NCC: Neo-Center Commercial |
| RT: Two-Family Residential | OS-1: Office Service |
| RM-1: Low-Density Multiple-Family | OSC: Office Service Commercial |
| RM-2: High-Density Multiple-Family | OST: Office Service Technology |
| MH: Mobile Home | OST: OST District with Highway |
| B-1: Local Business | RC: Regional Center |
| B-2: Community Business | P-1: Vehicular Parking |
| B-3: Community Business | P-2: Pedestrian Bicycle |
| C: Conference | TC: Town Center |
| EXPO: Expo | TC-1: Town Center-1 |



(PER "SOILS SURVEY OF OAKLAND COUNTY MICHIGAN", UNITED STATES DEPT. OF AGRICULTURE, SOIL CONSERVATION SERVICE IN COOPERATION WITH MICHIGAN AGRICULTURAL EXPERIMENT STATION, ISSUED MARCH 1982)

- 40C - UDORTHENTS: LOAMY, ROLLING
10C - MARLETTE: SANDY LOAM. 6 TO 12% SLOPES
12 - BROOKSTON-COLWOOD: LOAM
34B - KIBBIE: FINE, SANDY LOAM 0 TO 4% SLOPES
27 - HOUGHTON AND ADRIAN MUCKS



SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

LANDSCAPE PLANS PROVIDED BY:
ALLEN DESIGN
 557 CARPENTER
 NORTHVILLE, MICHIGAN 48167
 PHONE: 248.467.4668

SHEET INDEX

- ENGINEERING PLANS:**
1. COVER SHEET
 2. SURVEY PLAN PHASE 1
 3. SITE PLAN PHASE 1
 - 3A. SITE PLAN PHASE 2
 4. GRADING PLAN PHASE 1
 5. STORM WATER MANAGEMENT PLAN PHASE 1
 6. OPEN SPACE PLAN PHASE 1
 7. EMERGENCY VEHICLE ROUTE PLAN PHASE 1
 8. OVERALL RE-ZONING PLAN

- LANDSCAPE PLANS:**
L-1 CONCEPTUAL LANDSCAPE PLAN
L-2 GREENBELT AND ENTRY
L-3 PROPOSED BUFFERS
L-4 WOODLAND PLAN
L-5 LANDSCAPE DETAILS
L-6 TO L-8 TREE LIST

- ARCHITECTURAL PLANS:
1-4. BUILDING FLOOR PLAN
5-8. BUILDING ELEVATIONS

- PHOTOMETRIC PLANS:
1 OF 3 - 3 OF 3

FIRE DEPARTMENT NOTES

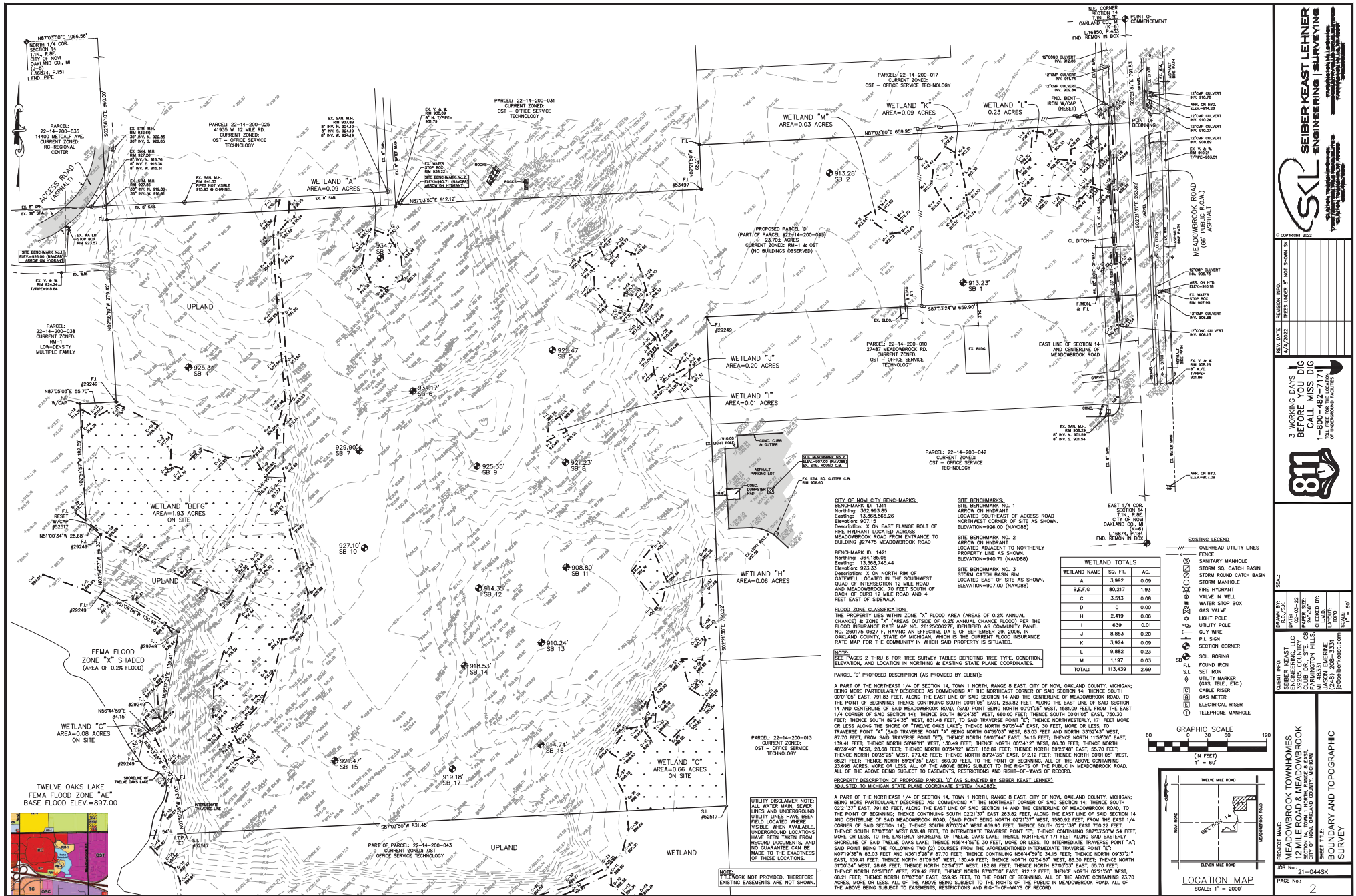
1. All fire hydrants & water mains shall be installed & in service prior to above foundation building construction on each phase is built.
2. All roads shall be paved and capable of supporting 35 tons prior to construction above foundation.
3. Building addresses shall be posted facing the street during all phases of construction. Addresses shall be a minimum of three feet 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.

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 NICK LIDSTROM DRIVE.
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.

CITY OF NOVI PROJECT NUMBER JZ22-0028

REVIEWS NO. ITEM DATE 1. PER THE CITY OF HOHI 8-21-2023		ENGINEER'S SEAL
DATE-06-13-23 DESIGNED BY: A.A		JOB NUMBER: 81-044



SEIBER KEAST LEHNER
ENGINEERING | SURVEYING

3 WORKING DAYS
BUREAU OF LAND MANAGEMENT
1-800-482-7171

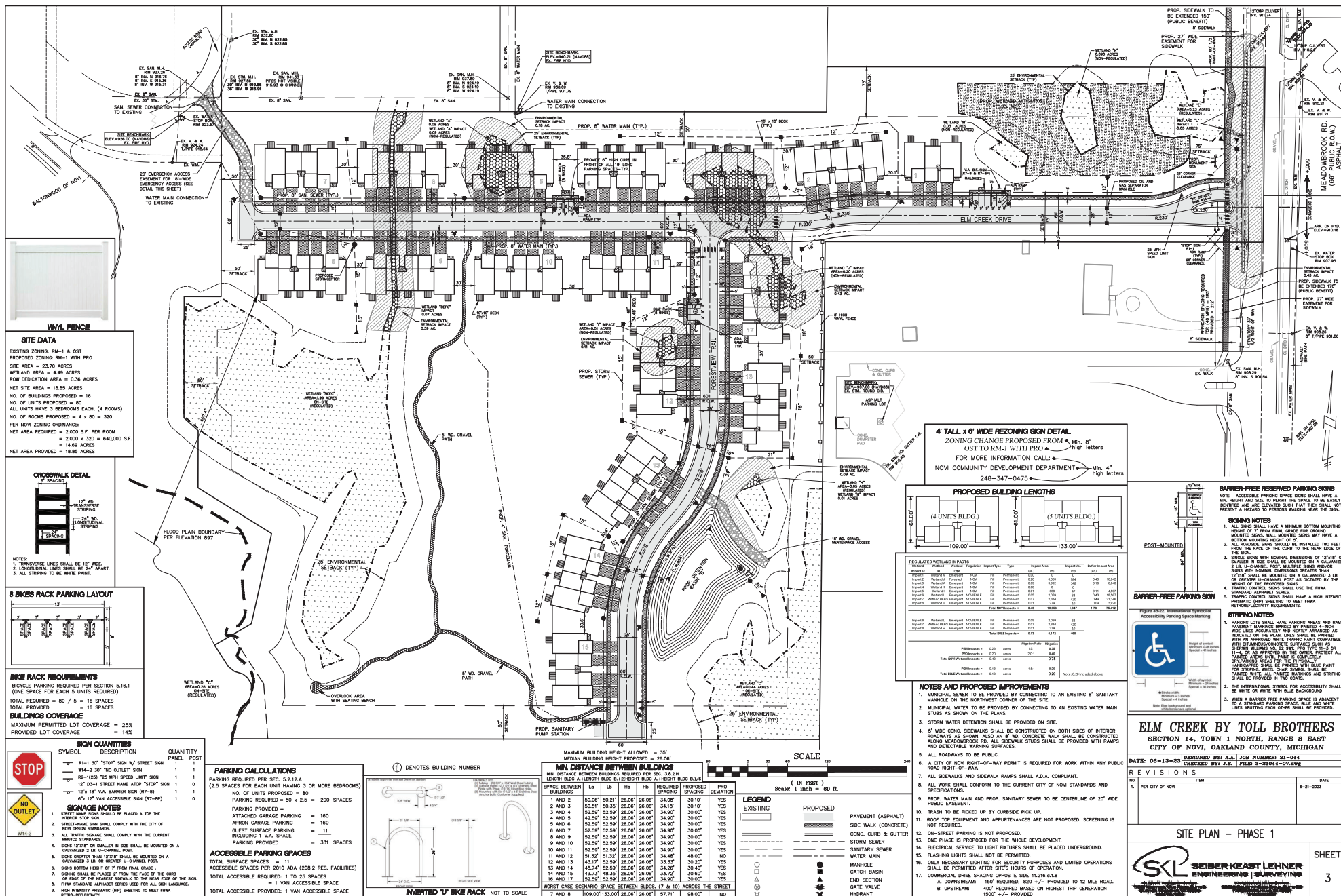
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PROJECT NO. 22-14-200-031
DATE 4/1/2022
DRAWN BY J. KEAST
CHECKED BY J. KEAST
DATE 4/1/2022

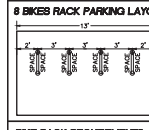
PROJECT NAME: MEADOWBROOK TOWNHOMES
12 MILE ROAD & MEADOWBROOK ROAD
SECTION 14, TOWN 1 NORTH, RANGE 8 EAST,
COUNTY OF OAKLAND, MICHIGAN

BOUNDARY AND TOPOGRAPHIC SURVEY

PAGE NO. 2

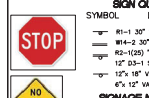


SITE DATA
 EXISTING ZONING: RM-1 & OST
 PROPOSED ZONING: RM-1 WITH PRO
 SITE AREA = 23.70 ACRES
 WETLAND AREA = 4.49 ACRES
 ROW DEDICATION AREA = 0.36 ACRES
 NET SITE AREA = 18.85 ACRES
 NO. OF BUILDINGS PROPOSED = 16
 NO. OF UNITS PROPOSED = 80
 ALL UNITS HAVE 3 BEDROOMS EACH, (4 ROOMS)
 NO. OF ROOMS PROPOSED = 4 x 80 = 320
 PER NOW ZONING ORDINANCE:
 NET AREA REQUIRED = 2,000 S.F. PER ROOM
 = 2,000 x 320 = 640,000 S.F.
 = 14.68 ACRES
 NET AREA PROVIDED = 18.85 ACRES



BIKE RACK REQUIREMENTS
 BICYCLE PARKING REQUIRED PER SECTION 5.16.1
 (ONE SPACE FOR EACH 5 UNITS REQUIRED)
 TOTAL REQUIRED = 80 / 5 = 16 SPACES
 TOTAL PROVIDED = 16 SPACES

BUILDINGS COVERAGE
 MAXIMUM PERMITTED LOT COVERAGE = 25%
 PROVIDED LOT COVERAGE = 14%



NOTES:
 1. STREET NAME SIGN SHALL BE PLACED AT THE INTERSECTION OF THE STREET.
 2. STREET NAME SIGN SHALL COMPLY WITH THE CITY OF NOVI SIGN STANDARDS.
 3. ALL TRAFFIC SIGNS SHALL COMPLY WITH THE CURRENT METRIC STANDARDS.
 4. SIGNS 12" x 18" OR SMALLER IN SIZE SHALL BE MOUNTED ON A CHANNELLED 3 LB. OR GREATER CHANNEL POST.
 5. SIGNS GREATER THAN 12" x 18" SHALL BE MOUNTED ON A CHANNELLED 6 LB. OR GREATER CHANNEL POST.
 6. SIGNS BOTTOM HEIGHT OF 7" FROM FINAL GRADE.
 7. SIGNS SHALL BE PLACED 5' FROM THE FACE OF THE CURB OR SIDE OF THE NEAREST SIDEWALK TO THE NEAR SIDE OF THE SIGN.
 8. PARK STANDARD ALPHABET SERIES USED FOR ALL SIGN LANGUAGE.
 9. HIGH INTENSITY PRismatic (HWP) SHEETING TO MEET FINA RETRO-REFLECTIVITY.

SIGN QUANTITIES

SYMBOL	DESCRIPTION	QUANTITY
1	18" x 24" STOP SIGN	1
2	18" x 24" NO OUTLET SIGN	1
3	18" x 24" STREET NAME SIGN	1
4	18" x 24" STREET NAME SIGN	1
5	18" x 24" STREET NAME SIGN	1
6	18" x 24" STREET NAME SIGN	1
7	18" x 24" STREET NAME SIGN	1
8	18" x 24" STREET NAME SIGN	1
9	18" x 24" STREET NAME SIGN	1
10	18" x 24" STREET NAME SIGN	1

PARKING CALCULATIONS

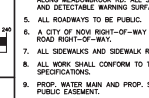
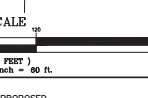
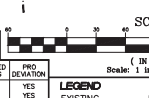
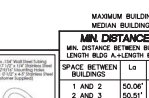
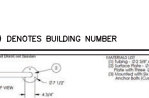
TYPE	REQUIRED	PROVIDED
ATTACHED GARAGE PARKING	160	160
APRON GARAGE PARKING	160	160
GUEST SURFACE PARKING	11	11
INCLUDING 1 V.A. SPACE	331	331

ACCESSIBLE PARKING SPACES

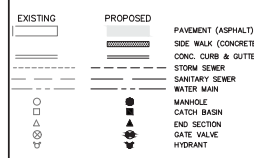
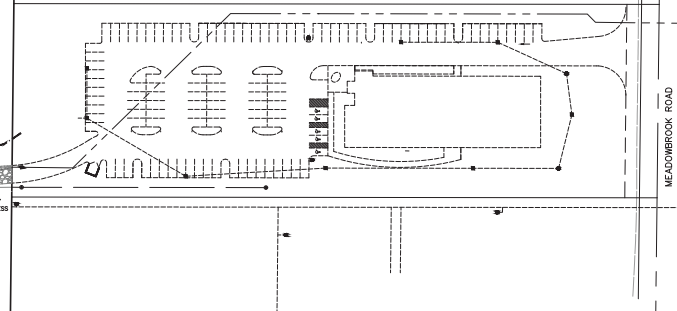
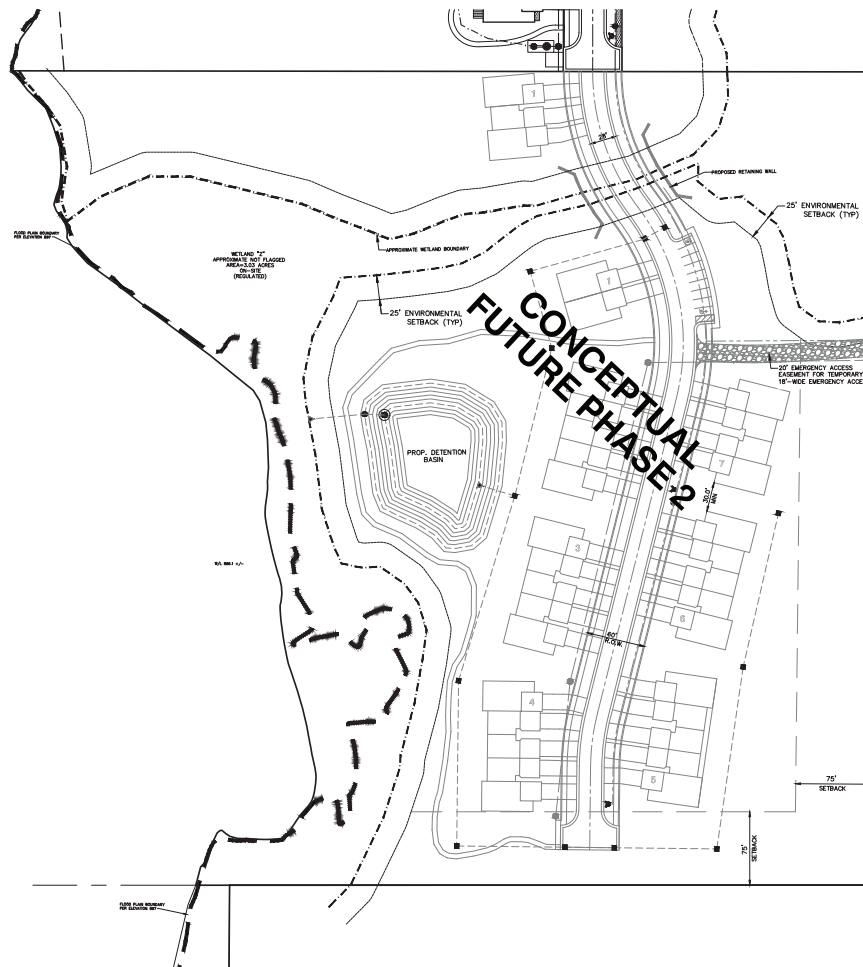
TYPE	REQUIRED	PROVIDED
TOTAL SURFACE SPACES = 11	11	11
ACCESSIBLE SPACES PER 2010 ADA (2008 RES. FACILITIES)	11	11
TOTAL ACCESSIBLE REQUIRED: 11 TO 25 SPACES	11	11
11 = 1 VAN ACCESSIBLE SPACE	11	11
TOTAL ACCESSIBLE PROVIDED: 11 VAN ACCESSIBLE SPACE	11	11

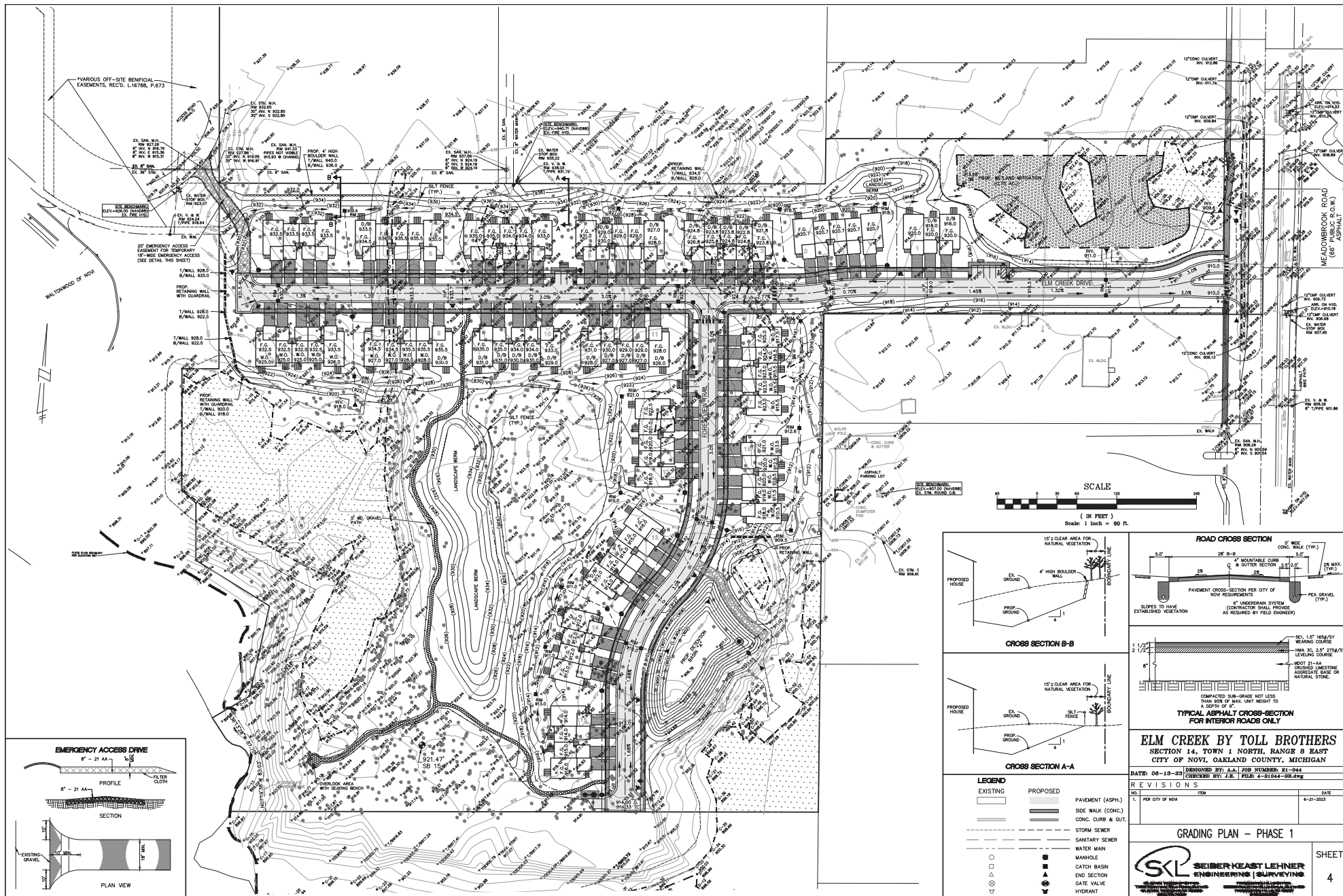
MINIMUM DISTANCE BETWEEN BUILDINGS

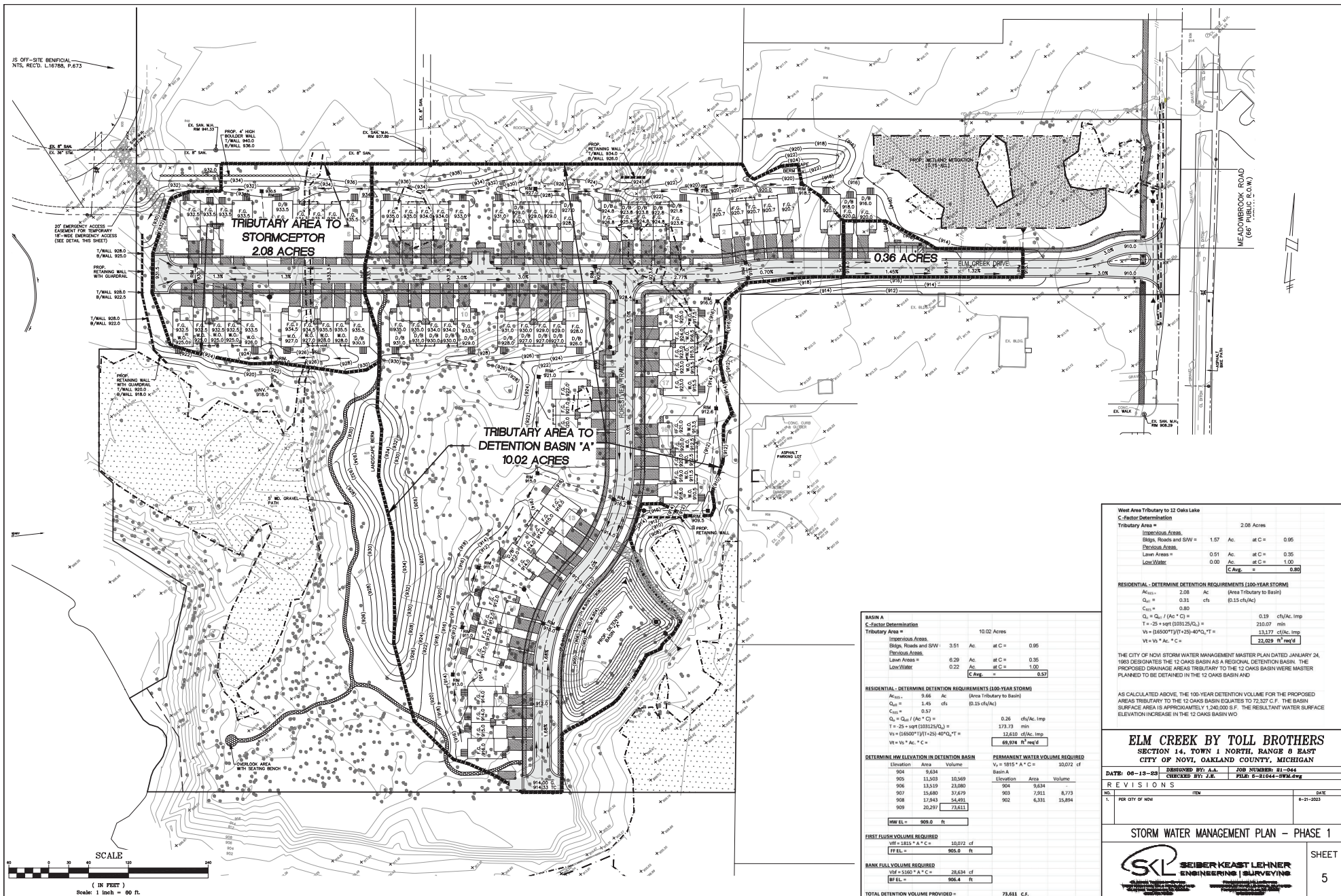
MIN. DISTANCE BETWEEN BUILDINGS REQUIRED FOR SEC. 18.2.1	LENGTH BLDG A-LENGTH BLDG B-20-HEIGHT BLDG A-HEIGHT BLDG B	REQUIRED SPACING	PROPOSED SPACING	NO. DEVIATION
1 AND 2	50.00' 50.00'	26.00'	34.08'	30.00'
2 AND 3	50.00' 50.00'	26.00'	34.08'	30.00'
3 AND 4	52.50' 52.50'	26.00'	34.80'	30.00'
4 AND 5	42.50' 52.50'	26.00'	34.80'	30.00'
5 AND 6	52.50' 52.50'	26.00'	34.80'	30.00'
6 AND 7	52.50' 52.50'	26.00'	34.80'	30.00'
7 AND 8	52.50' 52.50'	26.00'	34.80'	30.00'
8 AND 9	52.50' 52.50'	26.00'	34.80'	30.00'
9 AND 10	52.50' 52.50'	26.00'	34.80'	30.00'
10 AND 11	52.50' 52.50'	26.00'	34.80'	30.00'
11 AND 12	51.32' 51.32'	26.00'	34.48'	48.00'
12 AND 13	43.17' 52.50'	26.00'	33.35'	30.00'
13 AND 14	45.74' 52.50'	26.00'	34.26'	30.40'
14 AND 15	49.73' 48.25'	26.00'	33.72'	30.60'
15 AND 16	52.50' 52.50'	26.00'	34.80'	30.00'
16 AND 17	52.50' 52.50'	26.00'	34.80'	30.00'
17 AND 18	52.50' 52.50'	26.00'	34.80'	30.00'
18 AND 19	52.50' 52.50'	26.00'	34.80'	30.00'
19 AND 20	52.50' 52.50'	26.00'	34.80'	30.00'
20 AND 21	52.50' 52.50'	26.00'	34.80'	30.00'
21 AND 22	52.50' 52.50'	26.00'	34.80'	30.00'
22 AND 23	52.50' 52.50'	26.00'	34.80'	30.00'
23 AND 24	52.50' 52.50'	26.00'	34.80'	30.00'
24 AND 25	52.50' 52.50'	26.00'	34.80'	30.00'
25 AND 26	52.50' 52.50'	26.00'	34.80'	30.00'
26 AND 27	52.50' 52.50'	26.00'	34.80'	30.00'
27 AND 28	52.50' 52.50'	26.00'	34.80'	30.00'
28 AND 29	52.50' 52.50'	26.00'	34.80'	30.00'
29 AND 30	52.50' 52.50'	26.00'	34.80'	30.00'
30 AND 31	52.50' 52.50'	26.00'	34.80'	30.00'
31 AND 32	52.50' 52.50'	26.00'	34.80'	30.00'
32 AND 33	52.50' 52.50'	26.00'	34.80'	30.00'
33 AND 34	52.50' 52.50'	26.00'	34.80'	30.00'
34 AND 35	52.50' 52.50'	26.00'	34.80'	30.00'
35 AND 36	52.50' 52.50'	26.00'	34.80'	30.00'
36 AND 37	52.50' 52.50'	26.00'	34.80'	30.00'
37 AND 38	52.50' 52.50'	26.00'	34.80'	30.00'
38 AND 39	52.50' 52.50'	26.00'	34.80'	30.00'
39 AND 40	52.50' 52.50'	26.00'	34.80'	30.00'
40 AND 41	52.50' 52.50'	26.00'	34.80'	30.00'
41 AND 42	52.50' 52.50'	26.00'	34.80'	30.00'
42 AND 43	52.50' 52.50'	26.00'	34.80'	30.00'
43 AND 44	52.50' 52.50'	26.00'	34.80'	30.00'
44 AND 45	52.50' 52.50'	26.00'	34.80'	30.00'
45 AND 46	52.50' 52.50'	26.00'	34.80'	30.00'
46 AND 47	52.50' 52.50'	26.00'	34.80'	30.00'
47 AND 48	52.50' 52.50'	26.00'	34.80'	30.00'
48 AND 49	52.50' 52.50'	26.00'	34.80'	30.00'
49 AND 50	52.50' 52.50'	26.00'	34.80'	30.00'
50 AND 51	52.50' 52.50'	26.00'	34.80'	30.00'
51 AND 52	52.50' 52.50'	26.00'	34.80'	30.00'
52 AND 53	52.50' 52.50'	26.00'	34.80'	30.00'
53 AND 54	52.50' 52.50'	26.00'	34.80'	30.00'
54 AND 55	52.50' 52.50'	26.00'	34.80'	30.00'
55 AND 56	52.50' 52.50'	26.00'	34.80'	30.00'
56 AND 57	52.50' 52.50'	26.00'	34.80'	30.00'
57 AND 58	52.50' 52.50'	26.00'	34.80'	30.00'
58 AND 59	52.50' 52.50'	26.00'	34.80'	30.00'
59 AND 60	52.50' 52.50'	26.00'	34.80'	30.00'
60 AND 61	52.50' 52.50'	26.00'	34.80'	30.00'
61 AND 62	52.50' 52.50'	26.00'	34.80'	30.00'
62 AND 63	52.50' 52.50'	26.00'	34.80'	30.00'
63 AND 64	52.50' 52.50'	26.00'	34.80'	30.00'
64 AND 65	52.50' 52.50'	26.00'	34.80'	30.00'
65 AND 66	52.50' 52.50'	26.00'	34.80'	30.00'
66 AND 67	52.50' 52.50'	26.00'	34.80'	30.00'
67 AND 68	52.50' 52.50'	26.00'	34.80'	30.00'
68 AND 69	52.50' 52.50'	26.00'	34.80'	30.00'
69 AND 70	52.50' 52.50'	26.00'	34.80'	30.00'
70 AND 71	52.50' 52.50'	26.00'	34.80'	30.00'
71 AND 72	52.50' 52.50'	26.00'	34.80'	30.00'
72 AND 73	52.50' 52.50'	26.00'	34.80'	30.00'
73 AND 74	52.50' 52.50'	26.00'	34.80'	30.00'
74 AND 75	52.50' 52.50'	26.00'	34.80'	30.00'
75 AND 76	52.50' 52.50'	26.00'	34.80'	30.00'
76 AND 77	52.50' 52.50'	26.00'	34.80'	30.00'
77 AND 78	52.50' 52.50'	26.00'	34.80'	30.00'
78 AND 79	52.50' 52.50'	26.00'	34.80'	30.00'
79 AND 80	52.50' 52.50'	26.00'	34.80'	30.00'
80 AND 81	52.50' 52.50'	26.00'	34.80'	30.00'
81 AND 82	52.50' 52.50'	26.00'	34.80'	30.00'
82 AND 83	52.50' 52.50'	26.00'	34.80'	30.00'
83 AND 84	52.50' 52.50'	26.00'	34.80'	30.00'
84 AND 85	52.50' 52.50'	26.00'	34.80'	30.00'
85 AND 86	52.50' 52.50'	26.00'	34.80'	30.00'
86 AND 87	52.50' 52.50'	26.00'	34.80'	30.00'
87 AND 88	52.50' 52.50'	26.00'	34.80'	30.00'
88 AND 89	52.50' 52.50'	26.00'	34.80'	30.00'
89 AND 90	52.50' 52.50'	26.00'	34.80'	30.00'
90 AND 91	52.50' 52.50'	26.00'	34.80'	30.00'
91 AND 92	52.50' 52.50'	26.00'	34.80'	30.00'
92 AND 93	52.50' 52.50'	26.00'	34.80'	30.00'
93 AND 94	52.50' 52.50'	26.00'	34.80'	30.00'
94 AND 95	52.50' 52.50'	26.00'	34.80'	30.00'
95 AND 96	52.50' 52.50'	26.00'	34.80'	30.00'
96 AND 97	52.50' 52.50'	26.00'	34.80'	30.00'
97 AND 98	52.50' 52.50'	26.00'	34.80'	30.00'
98 AND 99	52.50' 52.50'	26.00'	34.80'	30.00'
99 AND 100	52.50' 52.50'	26.00'	34.80'	30.00'



PERMIT IS REQUIRED FOR WORK WITHIN ANY
CAMPS SHALL A.D.A. COMPLIANT.
THE CURRENT CITY OF NOM STANDARDS AND
SANITARY SEWER TO BE CENTERLINE OF 20'

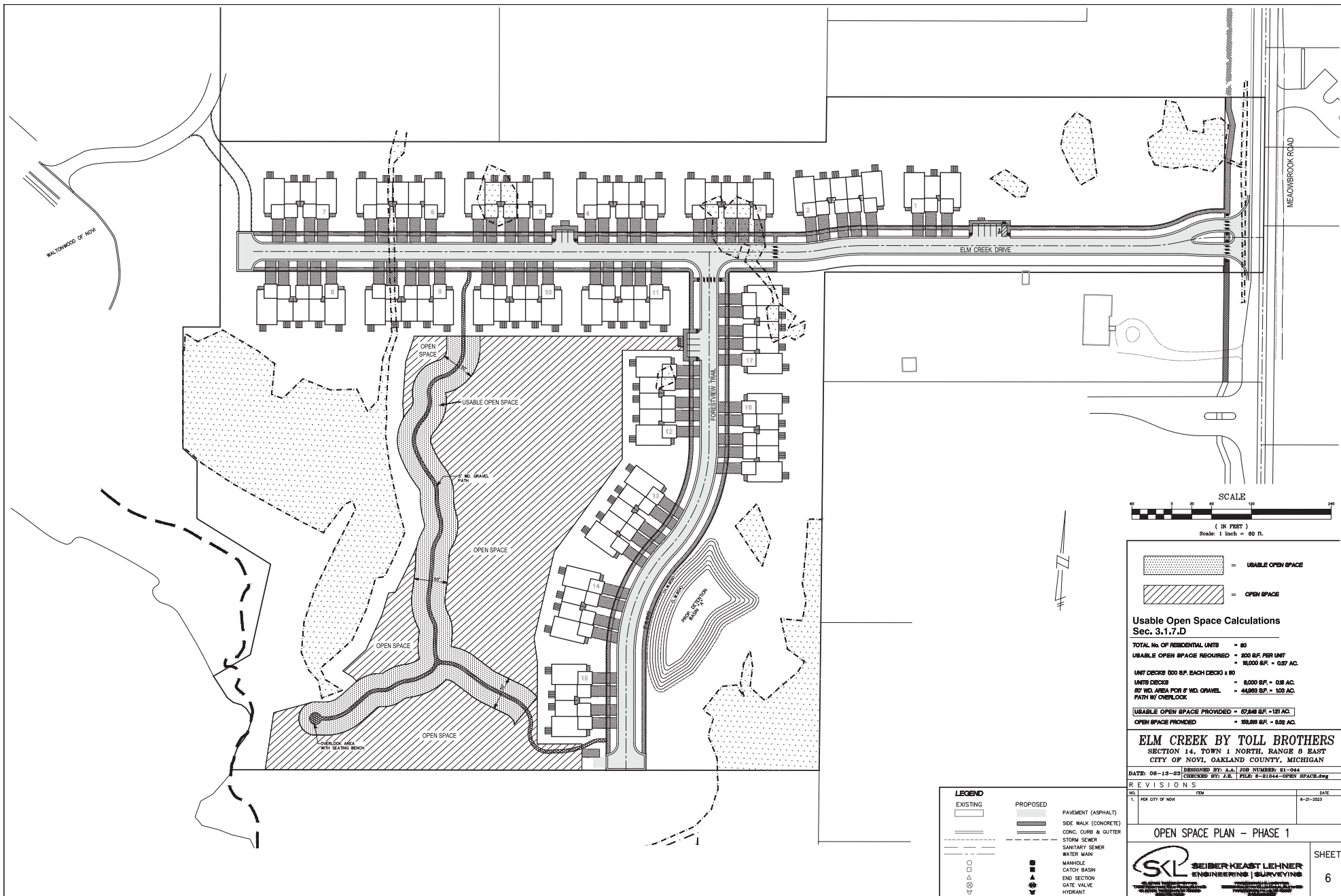


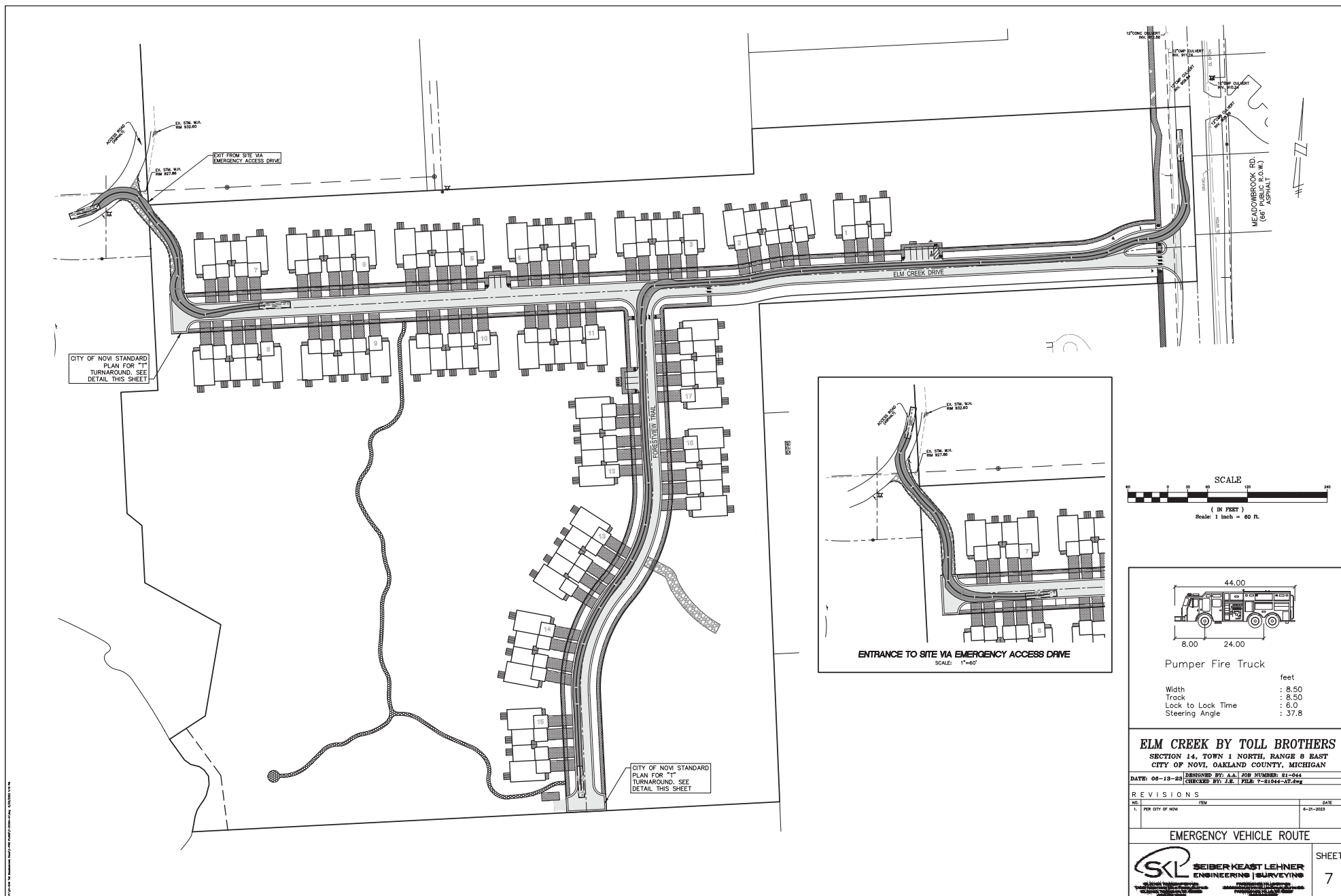


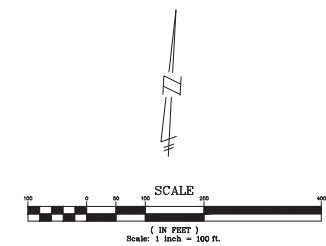
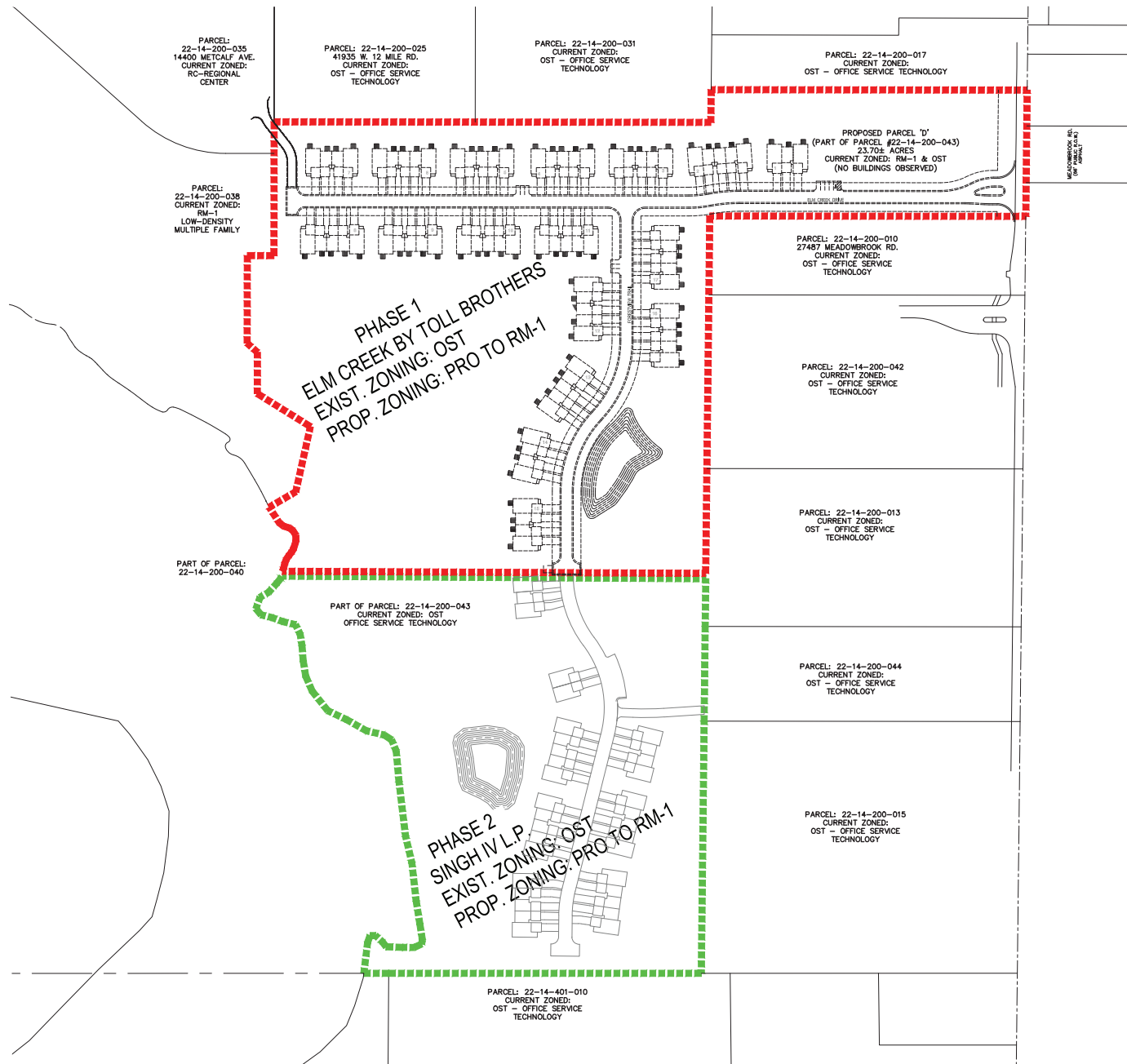


BASIN A		
C-factor Determination		
Tributary Area =	10.02 Acres	
Impervious Areas		
Bldgs, Roads and SWW	3.51 Ac. at C = 0.95	
Deciduous Areas		
Lawn Areas =	6.29 Ac. at C = 0.35	
LowWater	0.22 Ac. at C = 1.00	
	C Avg. = 0.97	
RESIDENTIAL - DETERMINE DETENTION REQUIREMENTS (100-YEAR STORM)		
$A_{c_{100}}$	9.46 Ac. (Area Tributary to Basin)	
Q_{100}	1.45 cfs (0.15 cfs/Ac)	
$Q_{100} = Q_{100} / (A_c \cdot C)$	0.36 cfs/Ac. Imp.	
$T = 25 + \text{sept} (100125/Q_{100})$	173.73 min	
$V_1 = (160000) T^{1/3} (1+25-40) Q_{100} T$	12,610 cfs/Ac. Imp.	
$V_1 = V_1 \cdot A_c \cdot C$	89,974 ft³ req'd	
DETERMINE HW ELEVATION IN DETENTION BASIN		
Elevation	Area	Volume
904	9,634	
905	11,503	15,569
906	13,519	23,880
907	15,480	31,619
908	17,343	34,491
909	20,297	73,611
HW EL. = 909.0 ft		
FIRST FLUSH VOLUME REQUIRED		
$V_{FF} = 1815 \cdot A \cdot C$	10,072 cf	
FF EL. = 909.0 ft		
BANK FULL VOLUME REQUIRED		
$V_{BF} = 5160 \cdot A \cdot C$	29,634 cf	
BF EL. = 906.4 ft		
TOTAL DETENTION VOLUME PROVIDED = 79,641 C.F.		

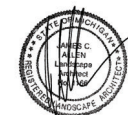
West Area Tributary to 12 Oaks Lake	
C-factor Determination	
Tributary Area =	2.08 Acres
Impervious Areas	
Bldgs, Roads and SWW	1.57 Ac. at C = 0.95
Deciduous Areas	
Lawn Areas =	0.51 Ac. at C = 0.35
LowWater	0.00 Ac. at C = 1.00
	C Avg. = 0.80
RESIDENTIAL - DETERMINE DETENTION REQUIREMENTS (100-YEAR STORM)	
$A_{c_{100}}$	2.08 Ac. (Area Tributary to Basin)
Q_{100}	0.31 cfs (0.15 cfs/Ac)
$Q_{100} = Q_{100} / (A_c \cdot C)$	0.19 cfs/Ac. Imp.
$T = 25 + \text{sept} (100125/Q_{100})$	210.07 min
$V_1 = (160000) T^{1/3} (1+25-40) Q_{100} T$	13,177 cfs/Ac. Imp.
$V_1 = V_1 \cdot A_c \cdot C$	22,029 ft³ req'd
THE CITY OF NOVI STORM WATER MANAGEMENT MASTER PLAN DATED JANUARY 24, 1983 DESIGNATES THE 12 OAKS BASIN AS A REGIONAL DETENTION BASIN. THE PROPOSED DRAINAGE AREAS TRIBUTARY TO THE 12 OAKS BASIN WERE MASTER PLANNED TO BE DETAINED IN THE 12 OAKS BASIN AND	
AS CALCULATED ABOVE, THE 100-YEAR DETENTION VOLUME FOR THE PROPOSED AREAS TRIBUTARY TO THE 12 OAKS BASIN EQUATES TO 72,327 C.F. THE BASIN SURFACE AREA IS APPROXIMATELY 1,240,000 S.F. THE RESULTANT WATER SURFACE ELEVATION INCREASE IN THE 12 OAKS BASIN W/O	
ELM CREEK BY TOLL BROTHERS	
SECTION 14, TOWN 1 NORTH, RANGE 8 EAST	
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
DATE: 06-15-09 DESIGNED BY: A.A. JOB NUMBER: 01-044	
CHECKED BY: J.E. FILED: 0-01044-SWM.dwg	
REVISIONS	
NO.	DATE
1.	PER CITY OF NOVI
STORM WATER MANAGEMENT PLAN - PHASE 1	
SEIDER KEAST LEHNER ENGINEERS SURVEYORS	
5	







ELM CREEK BY TOLL BROTHERS		
SECTION 14, TOWN 1 NORTH, RANGE 8 EAST		
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN		
DATE: 05-08-2011	DESIGNED BY: A.A.	JOB NUMBER: 21-044
CHECKED BY: J.E.	FILE: 6-21044-BONDING.dwg	
REVISIONS		
NO.	DESCRIPTION	DATE
1.	PER CITY OF NOVI	6-21-2013
RE-ZONING PLAN		
SEIBER KEAST LECHNER ENGINEERING & SURVEYING, INC.		SHEET 8



Project:

Elm Creek
Novi, Michigan

Prepared for:

Toll Brothers
26200 Town Center Drive, Suite 200
Novi, Michigan 48375

Revision: Issued:

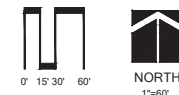
Submission	August 30, 2022
Revised	March 27, 2023

Job Number:

22-057

Drawn By: _____ Checked By: _____

1301

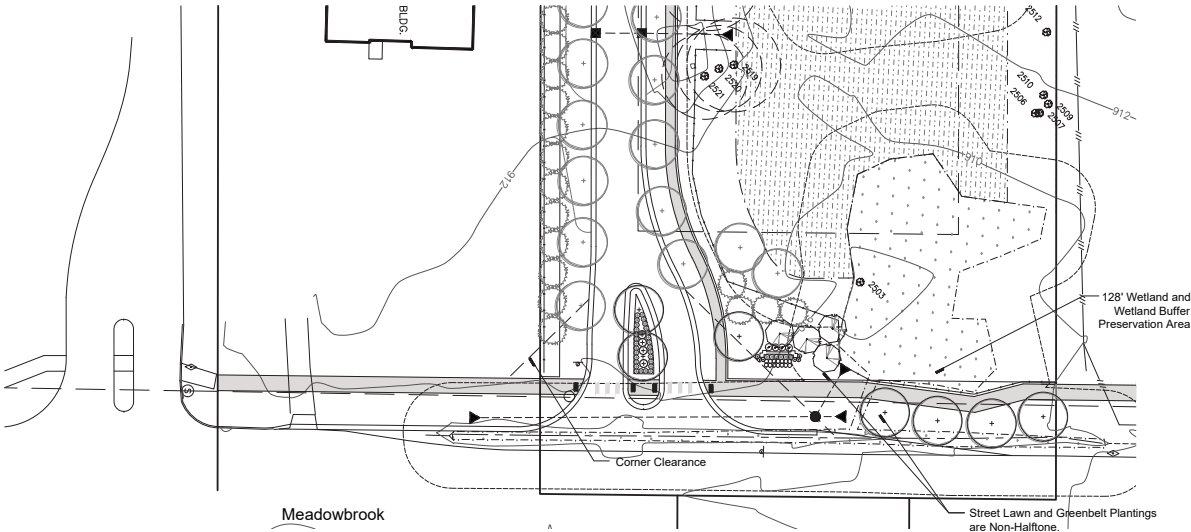


Sheet No.

L-1



Meadowbrook Greenbelt

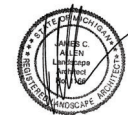


Landscape Summary

Street Lawn	264 l.f.
Total Street Frontage	57 l.f.
Less Drive Opening	207 l.f.
Net Street Frontage	5.9 Trees (207 / 35)
Trees Required	4 Trees
Greenbelt Plantings	264 l.f.
Total Street Frontage	128 l.f.
Less Preservation Area	57 l.f.
Drive Opening	79 l.f.
Net Street Frontage	2.3 Trees (79 / 35)
Canopy Trees Required	3 Trees
Canopy Trees Provided	3.2 Trees (79 / 25)
Sub-Canopy Trees Required	4 Trees
Sub-Canopy Trees Provided	10.1 Trees (355 / 35)
Trees Required	10 Trees
Detention Pond Plantings	601 l.f. (Elev. 909)
High-Water Elevation	421 l.f. (70%)
Required Planting	450 l.f. (75%)
Planting Provided	355
Pond Frontage for Trees	10.1 Trees (355 / 35)
Trees Required	10 Trees
Trees Provided	



Seal:

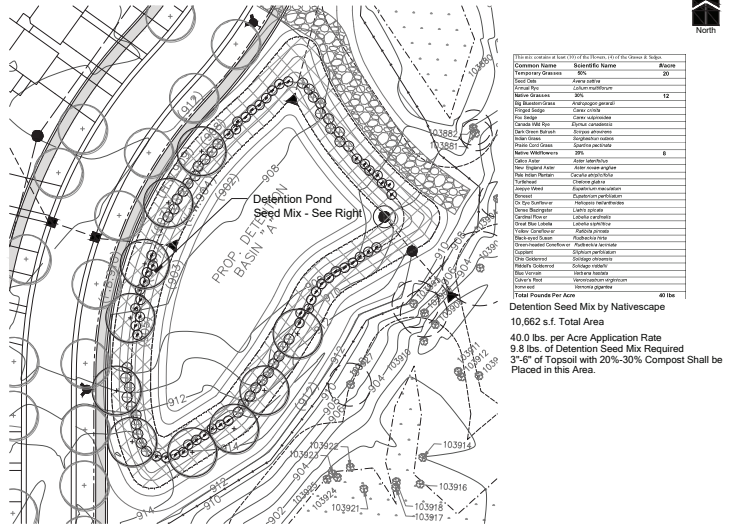


Title:
Greenbelt and Entry

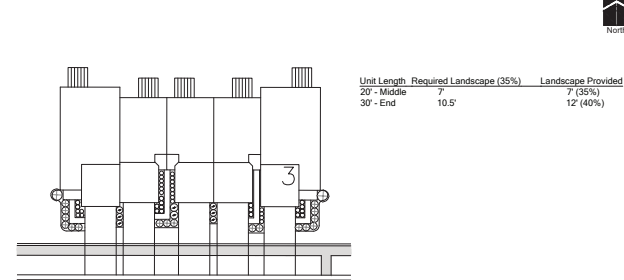
Project:
Elm Creek
Novi, Michigan

Prepared for:
Toll Brothers
26200 Town Center Drive, Suite 200
Novi, Michigan 48375

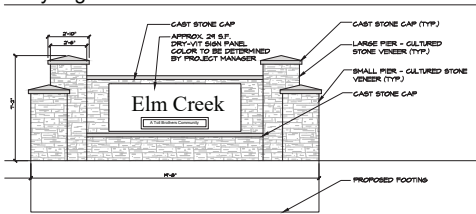
Detention Pond



Typical Unit



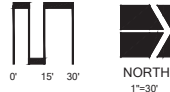
Entry Sign



Revision: Issued:
Submission August 30, 2022
Revised March 27, 2023

Job Number:
22-057

Drawn By: Checked By:
jca jca



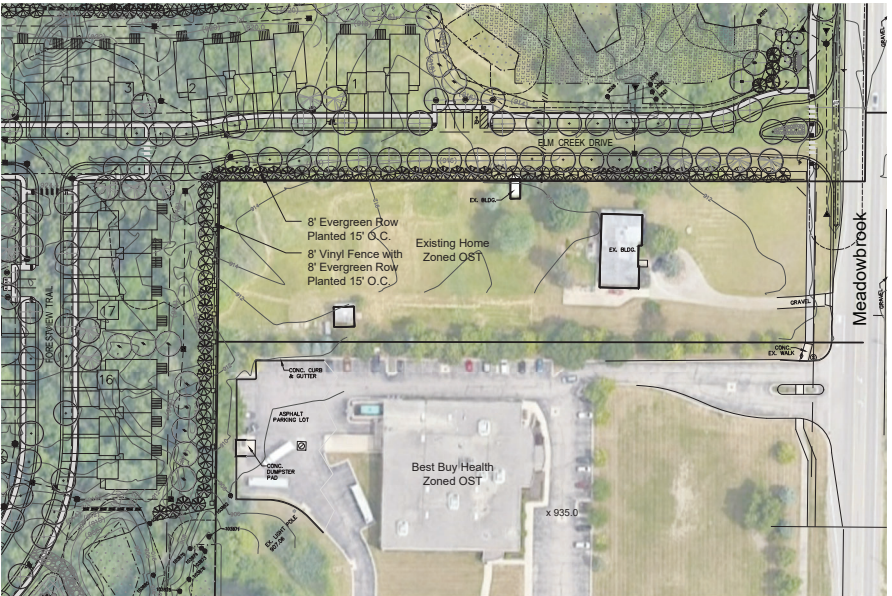
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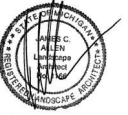
North Buffer



East Buffer



Seal: _____



Title: _____
Proposed Buffers

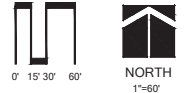
Project: _____
**Elm Creek
Novi, Michigan**

Prepared for: _____
Toll Brothers
26200 Town Center Drive, Suite 200
Novi, Michigan 48375

Revision: _____ Issued: _____
Submission August 30, 2022
Revised March 27, 2023

Job Number: _____
22-057

Drawn By: _____ Checked By: _____
jca jca



Sheet No. _____





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Tree List

Elm Creek
Novi, Michigan

Toll Brothers
26200 Town Center Dr
Novi, Michigan 48375

Submission
Revised

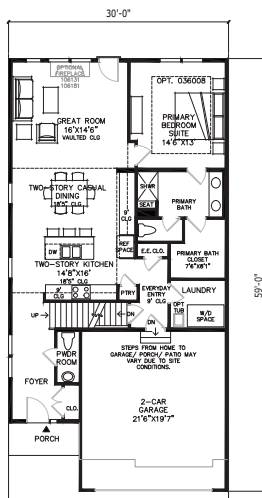
22-057

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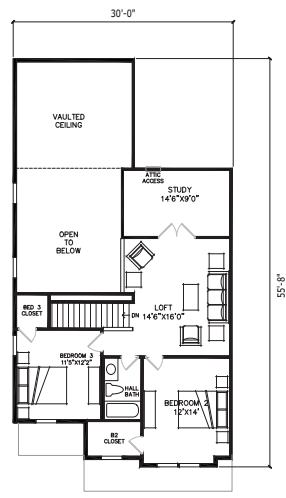
Sheet No.

Tree List

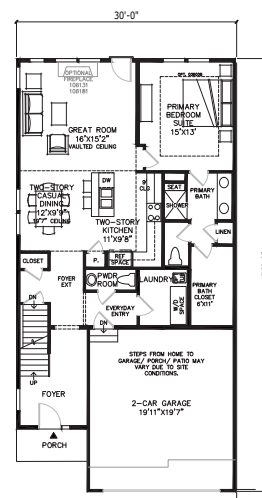
Required						Multi-Stem						Required						Multi-Stem									
Replacement						Replacement						Replacement						Replacement									
TAG NO.	DIAMETER	COMMON NAME	BOTANICAL NAME	CONDICTION	STATUS	Required	Multi-Stem	TAG NO.	DIAMETER	COMMON NAME	BOTANICAL NAME	CONDICTION	STATUS	Required	Multi-Stem	TAG NO.	DIAMETER	COMMON NAME	BOTANICAL NAME	CONDICTION	STATUS	Required	Multi-Stem				
						Replacement	Replacement															Replacement	Replacement				
102344	11	Eastern Cottonwood	Populus deltoides	Good	Save			102789	18	Eastern Cottonwood	Populus deltoides	Good	Remove	2		102904	5.9	Sugar Maple	Acer saccharum	Good	Remove	1					
102345	11	Box Elder	Acer negundo	Good	Save			102790	18	Eastern Cottonwood	Populus deltoides	Good	Remove	2		102905	28	Eastern Cottonwood	Populus deltoides	Good	Remove	3					
102349	10	Box Elder	Acer negundo	Good	Save			102791	13	Eastern Cottonwood	Populus deltoides	Good	Remove	2		102906	25	Eastern Cottonwood	Populus deltoides	Good	Remove	3					
102350	10	Box Elder	Acer negundo	Good	Save			102792	8.10	Slippery Elm	Ulmus rubra	Good	Remove	3		102907	11	Box Elder	Acer negundo	Good	Remove	1					
102351	10	Box Elder	Acer negundo	Good	Save			102793	13.13	Slippery Elm	Ulmus rubra	Good	Remove	4		102908	16.18	Eastern Cottonwood	Populus deltoides	Good	Remove	1	4				
102353	10	Box Elder	Acer negundo	Good	Save			102794	13	Slippery Elm	Ulmus rubra	Good	Remove	2		102909	8	Box Elder	Acer negundo	Good	Remove	1					
102354	12.14	Box Elder	Acer negundo	Good	Save			102795	10	Black Cherry	Prunus serotina	Good	Remove	1		104000	9	Box Elder	Acer negundo	Good	Remove	1					
102355	10	Box Elder	Acer negundo	Good	Remove	1		102797	18	Eastern Cottonwood	Populus deltoides	Good	Remove	2		Regulated Replacement 1314						280					
102358	8	Box Elder	Acer negundo	Good	Remove	2		102798	18	Eastern Cottonwood	Populus deltoides	Good	Remove	2													
102359	19	Eastern Cottonwood	Populus deltoides	Good	Remove	2		102800	16	Eastern Cottonwood	Populus deltoides	Good	Remove	2													
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102362	14	Eastern Cottonwood	Populus deltoides	Good	Save		5	102802	8	Box Elder	Acer negundo	Good	Remove	1													
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102365	14	Eastern Cottonwood	Populus deltoides	Good	Save			102804	15	Eastern Cottonwood	Populus deltoides	Good	Remove	2													
102365	19	Eastern Cottonwood	Populus deltoides	Good	Save			102805	48	Eastern Cottonwood	Populus deltoides	Good	Remove	4													
102367	10	Eastern Cottonwood	Populus deltoides	Good	Save			102806	10	Eastern Cottonwood	Populus deltoides	Good	Remove	1													
102369	8	Eastern Cottonwood	Populus deltoides	Good	Save			102809	16	Eastern Cottonwood	Populus deltoides	Good	Remove	2													
102370	15	Eastern Cottonwood	Populus deltoides	Good	Save			102810	21	Eastern Cottonwood	Populus deltoides	Good	Remove	3													
102371	18	Eastern Cottonwood	Populus deltoides	Good	Save			102811	11	Eastern Cottonwood	Populus deltoides	Good	Remove	1													
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102381	27	Eastern Cottonwood	Populus deltoides	Good	Save			102820	12	Eastern Cottonwood	Populus deltoides	Good	Remove	2													
102383	20	Eastern Cottonwood	Populus deltoides	Good	Save			102821	16	Eastern Cottonwood	Populus deltoides	Good	Remove	2													
102384	11	Slippery Elm	Ulmus rubra	Good	Save			102823	8	Box Elder	Acer negundo	Good	Remove	1													
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102391	9	Slippery Elm	Ulmus rubra	Good	Save			102828	24	Eastern Cottonwood	Populus deltoides	Good	Remove	3													
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102429	15.18	Eastern Cottonwood	Populus deltoides	Good	Save			102455	16	Box Elder	Acer negundo	Good	Exempt	1													
102432	8	Box Elder	Acer negundo	Good	Save			102456	10	Box Elder	Acer negundo	Good	Exempt	1													
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102445	8	Box Elder	Acer negundo	Good	Save			102464	16	Box Elder	Acer negundo	Good	Exempt	1													
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102449	8	Box Elder	Acer negundo	Good	Save			102468	16	Box Elder	Acer negundo	Good	Exempt	1													
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102452	22	Eastern Cottonwood	Populus deltoides	Good	Remove	3		102470	16	Box Elder	Acer negundo	Good	Exempt	1													
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102462	14	Eastern Cottonwood	Populus deltoides	Good	Remove	2		102476	16	Box Elder	Acer negundo	Good	Exempt	1													
102463	15	Eastern Cottonwood	Populus deltoides	Good	Remove	2		102477	16	Box Elder	Acer negundo	Good	Exempt	1													
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102466	16	Eastern Cottonwood	Populus deltoides	Good	Remove	2		102479	16	Box Elder	Acer negundo	Good	Exempt	1													
102467	15	Eastern Cottonwood	Populus deltoides	Good	Remove	2		102480	16	Box Elder	Acer negundo	Good	Exempt	1													
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102477	11	Eastern Cottonwood	Populus deltoides	Good	Remove	1		102489	16	Box Elder	Acer negundo	Good	Exempt	1													
102478	12	Eastern Cottonwood	Populus deltoides	Good	Remove	1																					



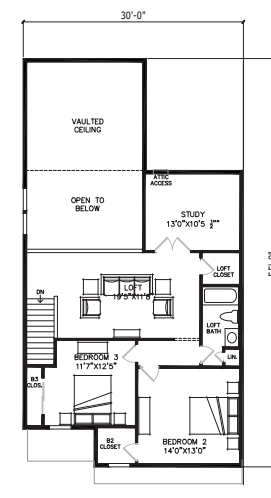
HORTON ELITE - FIRST FLOOR 9' CEILING
WALL F = F-P



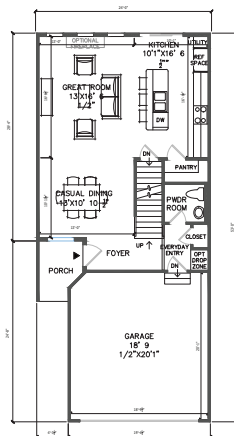
HORTON ELITE - SECOND FLOOR 8' CEILING
WALL F = F-P



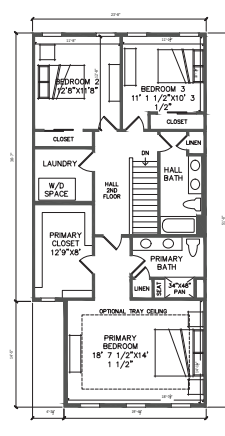
FULMER ELITE - FIRST FLOOR 9' CEILING
WALL F = F-P



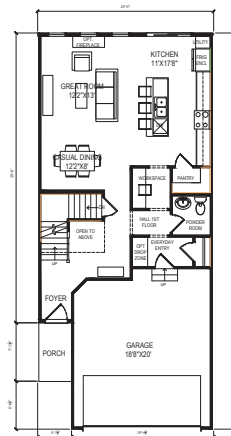
FULMER ELITE - SECOND FLOOR 8' CEILING
WALL F = F-P



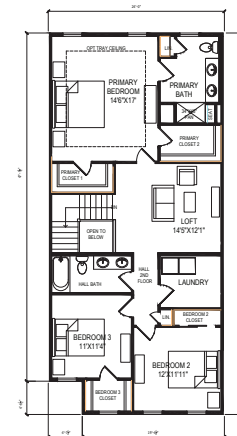
HOWE - FIRST FLOOR 9' CEILING
WALL F = F-P



HOWE - SECOND FLOOR 8' CEILING
WALL F = F-P



SANDERS - FIRST FLOOR 9' CEILING
WALL F = F-P



SANDERS - SECOND FLOOR 8' CEILING
WALL F = F-P



5.15 Schedule Regulating Façade Materials - RM-1 - Region 1						
Ordinance						
Model/ Elevation	Brick Natural Clay - Minimum 30%		Wood Siding, painted, t&g and batten siding - Maximum 50%		Asphalt Shingles - Maximum 50%	
	Meets	Deviation Req'd	Meets	Deviation Req'd	Meets	Deviation Req'd
Howe/ Newhaven - Front Elevation	X		X			X-55%
Howe/ Wetherby - Front Elevation		X - 23%	X		X	
Howe - Rear Elevation	X		X		X	
Horton Elite/ Devonshire - Front Elevation	X		X		X	
Horton Elite/ Newhaven - Front Elevation	X		X		X	
Horton Elite- Rear Elevation	X		X		X	
Horton Elite/ Devonshire - Side Elevation	X		X		X	
Horton Elite/ Newhaven - Side Elevation	X			X-56%	X	
Sanders/ Newhaven - Front Elevation	X		X		X	
Sanders/ Wetherby - Front Elevation		X-23%	X		X	
Sanders - Rear Elevation	X		X		X	
Fulmer Elite/ Devonshire - Front Elevation	X		X		X	
Fulmer Elite/ Newhaven - Front Elevation	X		X		X	
Fulmer Elite- Rear Elevation	X		X		X	
Fulmer Elite/ Devonshire - Side Elevation	X			X-53%	X	
Fulmer Elite/ Newhaven - Side Elevation	X			X-56%	X	

Schedule								
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Light Loss Factor	Wattage
	P1	8	Lithonia Lighting	DSX0 LED P3 30K 70CRI BLC4	D-Series Size 0 Area Luminaire P3 Performance Package 3000K CCT 70 CRI Type 4 Extreme Backlight Control	6340	0.9	68.95 15'
	P2	1	Lithonia Lighting	DSX0 LED P3 30K 70CRI TSW	D-Series Size 0 Area Luminaire P3 Performance Package 3000K CCT 70 CRI Type 5 Wide	8955	0.9	68.95 20'
	W1	240	Generation Lighting	8790901-12	Large one Light Lantern	1707	0.9	13.7 6'

Plan View
Scale - 1" = 60'

Statistics							
Description	Symbol	Avg	Max	Min	Max / Min	Avg / Min	Avg / Max
Non Residential Property Line	+	0.0 fc	0.7 fc	0.0 fc	N/A	N/A	0.0:1
Overall	+	0.2 fc	8.5 fc	0.0 fc	N/A	N/A	0.0:1
Residential Property Line	+	0.1 fc	0.3 fc	0.0 fc	N/A	N/A	0.3:1
Front Elevation		2.4 fc	66.5 fc	0.0 fc	N/A	N/A	0.0:1

General Note
1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"
3. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

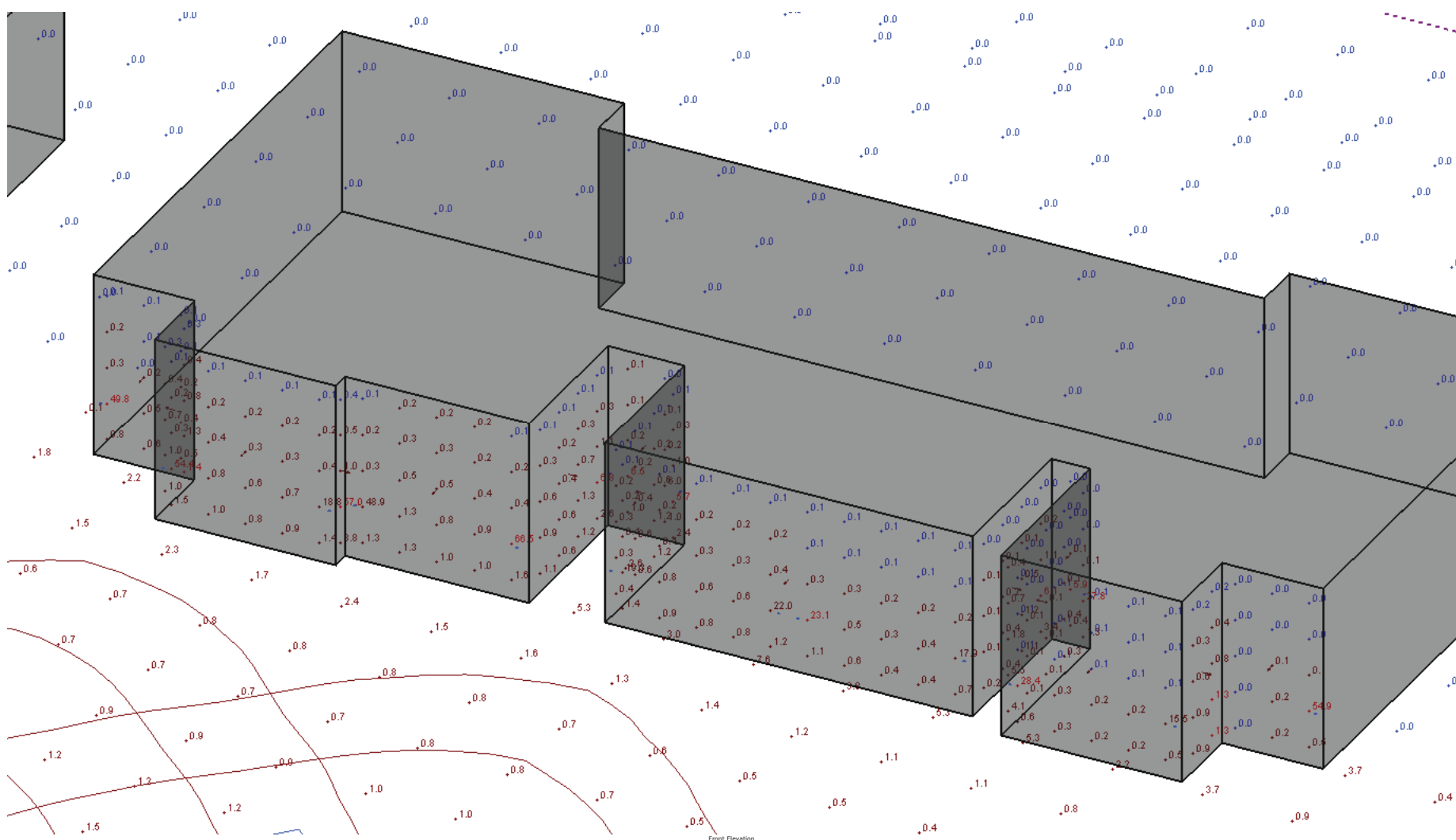
THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIREMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASGB@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



PLANNING REVIEW



PLAN REVIEW CENTER REPORT

Planning Review

September 1, 2023

JZ 22-28 ELM CREEK

Zoning Map Amendment No. 18.737

APPLICANT

Toll Brothers, Inc

REVIEW TYPE

Revised PRO Concept Plan: Consideration of Eligibility

Rezoning Request from OST Office Service Technology to Low-Density Multiple Family RM-1 with a Planned Rezoning Overlay

PROPERTY CHARACTERISTICS

Section	14	
Site Location	West side of Meadowbrook, south of Twelve Mile Road; 22-14-200-043	
Site School District	Novi Community School District	
Current Site Zoning	OST, Office Service Technology	
Proposed Site Zoning	RM-1, Low-Density Multiple Family	
Adjoining Zoning	North	OST, Office Service Technology
	East	OST, Office Service Technology
	West	RM-1, Low-Density Multiple Family, and RC, Regional Center
	South	OST, Office Service Technology
Current Site Use	Vacant	
Adjoining Uses	North	Office buildings
	East	Office, Vacant, Single Family Home
	West	Multifamily Residential
	South	Vacant
Site Size	Gross: 37.11 Acres; Net: 28.8 Acres	
Parcel ID's	50-22-14-200-043	
Plan Date	June 21, 2023	

PROJECT SUMMARY

The subject property is located on the west side of Meadowbrook Road, south of Twelve Mile Road in Section 14 of the City of Novi. The property to be rezoned totals about 37.11 acres and contains a significant amount of regulated woodlands and wetland areas. The applicant is proposing to develop a 134-unit multiple-family residential development. The development consists of 25 townhouse-style buildings. All units are two stories tall at its average grade. The development proposes a public street network with one entrance off Meadowbrook Road. The applicant is requesting to rezone the site from Office Service Technology (OST) to Low-Density Multiple Family (RM-1) with a Planned Rezoning Overlay.

A unique feature of this property is that the northern roughly 23-acre area is owned by one entity, Lakeside/Novi Land Partnership, while the southern 13.6-acre area is "owned" by another entity, Singh VI LP. The quotes are around the word "owned" because there was never a formal split of this overall parcel, only a private agreement. As far as the City records are concerned this is one

roughly 37-acre parcel. In the initial submittal, only the northern portion was proposed for rezoning. For this revised Concept Plan, the entire parcel is proposed to be rezoned to RM-1, and the owner of the southern portion has submitted a letter stating that they agree to be bound by the terms of the PRO Agreement, should it be approved.

PRO OPTION

The PRO option creates a “floating district” with a conceptual plan attached to the rezoning of a parcel. As part of the PRO, the underlying zoning is proposed to be changed (in this case from OST to RM-1), and the applicant submits a conceptual plan for development of the site. After Staff and consultant review, the proposed request goes through initial review by the Planning Commission and City Council. Each of those bodies will provide feedback and comments on whether the project meets the eligibility criteria for the PRO process.

The applicant can then make any changes to the Concept Plan based on the feedback received, and resubmit for formal review. The Planning Commission holds a public hearing and makes a recommendation to City Council. The City Council reviews the Concept Plan, and if the plan receives tentative approval, it directs the preparation of an agreement between the City and the applicant, which also requires City Council approval. Following final approval of the PRO concept plan and PRO agreement, the applicant will submit for Preliminary and Final Site Plan approval under standard site plan review procedures. The PRO runs with the land, so future owners, successors, or assignees are bound by the terms of the agreement, absent modification by the City of Novi.

RECOMMENDATION

Staff notes concerns about the proposed residential uses' compatibility with the surrounding uses and the extensive removal of regulated woodlands. The identified benefits of rezoning are construction of off-site sidewalk and permanent preservation of woodland and wetland areas on-site. The applicant should consider adding a non-motorized connection to the west to allow future residents convenient access to nearby retail and restaurant destinations.

Another concern is that very little detail is provided for the “Phase 2” area of the project. No boundary/topographic survey is provided for the southern area (ie, that area owned by Singh), and no tree survey is provided. The proposed plan for the southern area is very conceptual.

PLANNING COMMISSION – 1ST REVIEW

On December 7, 2022, the Planning Commission held a public hearing and made comments on the first project submittal. The minutes of that meeting are attached to this packet. Some of the concerns raised at that meeting are summarized below, with text in bold indicating how the revised submittal addresses that item:

- Creating a land-locked parcel to the south that would remain zoned for OST would mean commercial traffic would be cutting through a residential neighborhood. **The applicant now proposes to rezone the entire parcel for multi-family residential, so if “Phase 2” would be developed in the future the use will be similar, and would be subject to the PRO Agreement.**
- Introducing a residential use along this area of Meadowbrook Road is disjointed and doesn't offer a transition to the surrounding Office Service Technology uses. There would be one wedge of residential in a long stretch of office buildings. **The applicant has modified the layout to remove the first couple of buildings, so the new setback from Meadowbrook Road is nearly 400 feet (previously about 120 feet). This change also avoids impacts to a couple small wetlands, and the applicant now proposes their wetland mitigation area will be constructed between the existing wetlands in this area of the site.**
- There is no secondary access for emergency vehicles in case the entrance from Meadowbrook Road is blocked. **The Concept plan now proposes an emergency access only route on the northwestern side of the site, which would connect to an existing emergency access on a neighboring property. Off-site easements will be required.**

- There are only 9 parking spaces provided for visitors and guests. **The revised Concept Plan now includes 11 parking spaces for guests in Phase 1 in addition to the garage and driveway parking areas.** Some on-street parking may also be available.

REVIEW CONCERNS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), Section 7.13 (Amendments to Ordinance) and any other applicable provisions of the Zoning Ordinance. **Please see the attached chart for additional information pertaining to ordinance requirements.** Items in **bold** below must be addressed and incorporated as part of the next submittal:

1. Supporting Documentation: The applicant has provided the following studies as part of their application packet
 - a. **Narrative:** The statement provided states Rezoning allows for development of an otherwise very difficult parcel to develop, and that a residential development will result in significantly less impact on the existing natural features as compared to a commercial development. The applicant notes some market challenges that may restrict office development at this time; however, that is not typically a consideration in the development of a property as master-planned.
 - b. The statement also notes the conditions and deviations proposed, as well as public benefits. Those are detailed later in this review.
 - c. **Traffic Impact Study:** The City's review of the submitted study notes that the change of use should result in fewer vehicle trips on the traffic system compared to development under OST standards.
 - d. **Sign Location Plan:** The sign location plan was previously provided, and the rezoning signage was posted in fall of 2022 prior to the first public hearing before the Planning Commission on December 7, 2022.
2. Ownership and Phasing: Two different entities control the north and south portions of this single property. Generally stated, this condition was created back in 2000 when Taubman "sold" the overall property to Singh Development, giving Singh a deed for part of it (the southern part)—without ever getting a formal split/division approved by the City—and then later foreclosed on the other part of it (the northern part now at issue). That southern part does not have the needed public road access to be approved for a split, and so the City has declined over the years to grant that split.

Whereas the previous submittal only proposed rezoning of the northern portion of the property, the applicant now proposes to rezone the entire parcel. The record title "owner" of the southern portion has submitted a letter stating they agree and acknowledge that all of the property owned by Singh will be included in and subject to the rezoning and PRO Agreement. The road network is now proposed to be public, and extends through the southern portion. **The southern portion is designated in the Concept Plan as Phase 2 on sheet 3A. Very few details are provided for this area of the site, so a thorough review of compliance with applicable ordinances is not possible. Some deviations are requested for the southern portion including for landscape berms, building orientation, minimum distance between buildings, and parking on the major drive. If the PRO Agreement is approved, the applicant would need to comply with all other ordinance requirements, or seek an amendment of the Agreement if additional deviations are needed. Wetland delineation and a woodland tree survey have not been provided at this time to determine impacts to natural features.**

3. Usable Open Space: The applicant has stated the deck/patio space on the units are a standard element of construction. The applicant has also indicated a 50-foot width with the 5-foot gravel pathway in order to qualify as usable open space. The walking pathway has also been rerouted to create a loop, and an overlook area is proposed on the western end. **A**

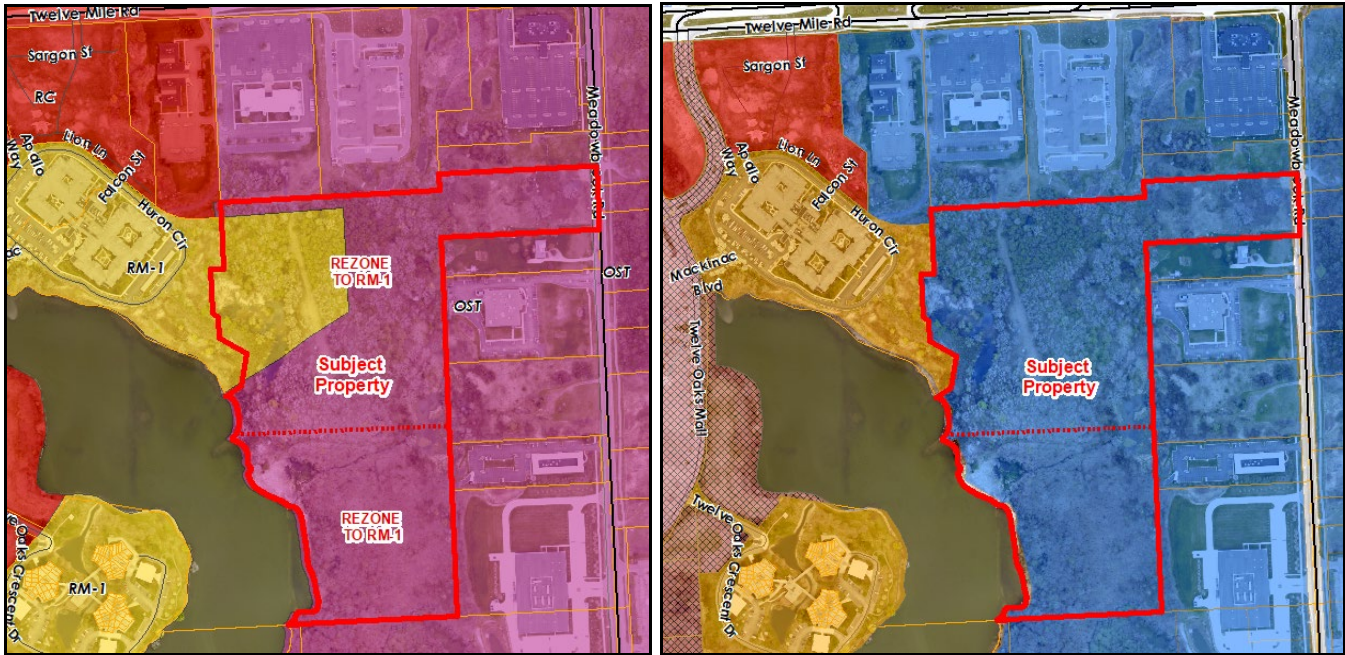
similar looped pathway is also proposed for the Phase 2 portion, however the exact area included in the calculation is not shown on the plan.

1. Wetland Mitigation: The applicant has revised the layout for Phase 1 to reduce the wetland impact to 0.43 acre, which results in 0.75 acre of mitigation area required. That mitigation area is proposed to be constructed on-site in the eastern area north of the entrance from Meadowbrook Road. **Phase 2 wetland impacts and any required mitigation have not been shown, and would be expected to conform to Code of Ordinance requirements at the time of site plan submittal.**
4. Non-Motorized Access: The site is in close proximity to many commercial amenities to the west in the Twelve Oaks Mall area, but there is no pathway or sidewalk that would allow future residents a non-motorized way to access them. Singh Development's proposed Griffin Novi project will provide a sidewalk connection to the mall just to the east of this project. **The applicant should consider working with adjacent landowners to establish this connection, and could utilize the proposed emergency access connection for this purpose.**
5. Plan Review Chart: **The attached chart provides additional comments on many of the Ordinance review standards. Please refer to it in detail.**
6. Other Reviews:
 - a. **Engineering:** Engineering recommends approval of the PRO Concept Plan. Negative impacts to public utilities are not expected with the requested change to residential use. Additional comments shall be addressed at the site plan stage if the rezoning is approved.
 - b. **Landscape:** Landscape review recommends approval with the condition that fencing be extended to provide additional screening.
 - c. **Traffic:** Traffic review notes that the applicant would need a deviation for the parking areas on the major drive. The traffic study shows that the proposed rezoning would result in fewer vehicle trips compared to possible development under current zoning standards. Therefore the rezoning would be unlikely to cause negative impacts to the traffic system.
 - d. **Woodlands:** The site measures 37 acres, nearly all of which is covered by regulated woodlands. For Phase 1, the plan proposes a total of 904 regulated tree removals requiring about 1,804 Woodland Replacement Credits. Currently the applicant proposes to plant 185 credits on site, 79 credits earned for preserving non-regulated trees, and payment into the Tree Fund for the remaining credits. Details for Phase 2 removals are not provided.
 - e. **Wetlands:** Wetlands notes that additional information will need to be provided to determine full impacts to wetlands and wetland buffers.
 - f. **Façade:** Façade notes that the elevations provided are now in compliance with the minimum ordinance standards, but do not qualify as a "benefit" under the PRO ordinance. Façade does not recommend approval at this time.
 - g. **Fire:** Fire has some additional concerns to be addressed at the time of site plan submittal. Conditional approval is recommended.

LAND USE AND ZONING: FOR SUBJECT PROPERTY AND ADJACENT PROPERTIES

Figure 1: Current Zoning

Figure 2: Future Land Use



The following table summarizes the zoning and land use status for the subject property and surrounding properties.

	Existing Zoning	Existing Land Use	Master Plan Land Use Designation
Subject Property	OST: Office Service Technology and RM-1 Multiple Family	Vacant	Office Research Service and Technology (Uses consistent with OST)
Northern Parcels	OST: Office Service Technology	Office	
Eastern Parcels	OST: Office Service Technology	Single Family Residential, Office, Vacant	Office Research Service and Technology (Uses consistent with OST)
Western Parcels	RM-1: Multiple Family	Multi-family residential	Office Research Service and Technology (Uses consistent with OST)
Southern Parcels	OST: Office Service Technology	Vacant	

Compatibility with Surrounding Land Use

The subject property is located along the west side of Meadowbrook Road, south of Twelve Mile Road and east of Twelve Oaks Lake. It is surrounded by existing office development to the north and east. The area to the south is currently undeveloped, but zoned Office Service Technology. To the west is the Waltonwood senior living facility, which is zoned for multiple-family residential. Most of the surrounding properties are developed, but there are some parcels that are currently vacant. The proposed use is not consistent with the surrounding existing uses to the north, east and south based on current Zoning requirements. However, it would be consistent with the development to the west.

The applicant's narrative notes that the target market of the proposed development is "empty nesters" looking to downsize to a community without needing to worry about exterior maintenance. They note this is an underserved market in Novi. The townhomes would be for-sale units ranging in size between 2000-2200 square feet with attached 2-car front entry garages.

This aerial map illustrates the Twelve Mile area in Novi, Michigan. A large, irregularly shaped property in the center is highlighted with a thick red border and labeled "Subject Property". Surrounding this central area are several other notable locations:

- Top Left:** "Twelve Mile Rd" runs horizontally. Below it, "Sargon St" is labeled. Further down, "GRIFFIN OF NOVI (Proposed)" is marked.
- Top Center:** "DMC" (Detroit Medical Center) and "YANFENG" are labeled. To their right is the "NOVI LAKES HEALTH CAMPUS".
- Top Right:** "UOF.D MERCY" (University of Detroit Mercy) is located near "Meadowbrook Rd", which runs vertically along the right edge.
- Left Side:** "Waltonwood" is a large complex situated near "Huron St" and "Falcon St". "Mockingbird Blvd" runs vertically along the left edge. "LIVE OAKS MALL" is located further south on the left.
- Bottom Left:** "THE ENCLAVE" is a residential or resort-style development near "Twelve Oaks Greenway".
- Bottom Right:** "BE ST. BUY HEALTH", "NATIONAL TRUCK EQUIP'A SSOOCIATION", "OLIVER HATCHER", and "ATI" are labeled in a vertical strip along the right side of the subject property.

The map also shows a large body of water (a lake or pond) to the west of the subject property and various other streets and green spaces throughout the area.

Comparison of Zoning Districts

The following table provides a comparison of the current (OST) and proposed (RM-1) zoning classifications. It is not a direct comparison between the two uses, given that the two uses are

clearly distinct from each other. It is a change of use from Office to Residential. The requirements for building setbacks, buffering and lot coverage are also different between the two districts.

	OST (EXISTING)	RM-1 (PROPOSED)
Principal Permitted Uses	Professional and Medical offices; Data processing and computer centers; Laboratories; Research, testing, design & development, technical training; Hotels; Higher learning institutions; Motion picture, TV, & radio production facilities; Facilities for human care; Public parks/parkways, outdoor recreation; Public utilities; Financial institutions; Indoor/outdoor recreation facilities; Day care centers and adult day care; Sit down restaurants	Multiple-family dwellings; Independent and congregate elderly living facilities; Two-family dwellings; Shared elderly housing; One-family dwellings; Farms & greenhouses; Public parks, parkways, and outdoor recreation; Cemeteries; Home occupations; Family day care homes
Special Land Uses	Retail business and retail service; Restaurants, sit down and drive-through	Convalescent homes, assisted living facilities, hospice care facilities and child care centers
Lot Size	Except where otherwise provided in this Ordinance, the minimum lot area and width, and the maximum percent of lot coverage shall be determined on the basis of off-street parking, loading, greenbelt screening, yard setback or usable open space requirements as set forth in this Ordinance.	See Section 3.8.1
Lot Coverage		25%
Building Height	46 ft. or 3 stories, whichever is less	35 ft or 2 stories, whichever is less
Building Setbacks	Front: 50 feet Rear: 50 feet Side: 50 feet Exterior side yard setbacks same as front yard	Front: 75 feet Rear: 75 feet Side: 75 feet Exterior side yard setbacks same as front yard
Parking Setbacks See 3.6.2. for additional conditions	Front: 20 feet Rear: 20 feet Side: 20 feet Exterior side yard setbacks same as front yard	Subject to 3.8 RM-1 and RM-2 Required Conditions

DEVELOPMENT POTENTIAL

The land is currently vacant. Development under the current OST zoning could result in a substantial amount of Office or Research & Development building space being constructed. In the narrative provided, the applicant states that a commercial development on this property would result in significantly greater disturbance of the woodlands and wetlands on the site. They estimate that an additional 4 acres of disturbed area would result from an office park development on the northern portion. No conceptual layouts or building sizes were included with the submittal. There have been no formal submittals for development proposals in the last decade for the subject property.

In 2005, a Planned Rezoning Overlay was approved for this property by City Council, which changed the zoning from OST to RM-2 High Density Residential subject to the terms of a PRO Agreement. That development, known as Uptown Park, consisted of 201 for-sale condominium units

(overall density of 6.43 dwelling units per acre). The development never got underway, and so the PRO Agreement and Rezoning expired and the zoning classification reverted to OST. (Under the revised Zoning Ordinance, a PRO Agreement no longer expires and runs with the land.)

The current concept plan proposes a development of 134 units (density of 4.65 dwellings per acre) for a low-density multifamily development which is below the 5.4 maximum density allowed for three-bedroom units in the RM-1 zoning district (627 total number of rooms allowed, 536 rooms proposed). The buildings are clustered along the north and eastern portions of the property, which allows for some preservation of sensitive wetland and woodland areas, but also makes the units closer to the existing office uses in the surrounding area. The applicant is proposing a deviation to allow 50-foot setbacks, which are consistent with the current OST zoning, rather than the 75-foot setback required for RM-1 zoning.

The Master Plan for Land Use does not anticipate residential uses of this property, so no density guidelines are provided on the plan. The site is adjacent to high tech office developments to the east and north, and the zoning to the south will also remain OST. Some potential conflicts with the adjacent users could be the noise and disruption of truck traffic, including loading and unloading functions, on the proposed residents. The closest residential unit is shown to be 80 feet from the dumpster enclosure of one commercial establishment to the east. To the north, the developed properties are further from the property line, with the closest parking areas at least 130 feet and buildings 220 feet away, which will provide a greater buffer.

The applicant provides some reasonable justification for the change of use, however the staff's concerns about inconsistent uses without sufficient buffering, as well as creating additional barriers and expense to owners of adjacent parcels.

In this review letter, staff identifies concerns with connectivity, security, architectural compliance and lack of adequate screening from adjacent uses. **Based on the feedback provided, and any additional comments from the Planning Commission and City Council, the applicant should consider addressing those comments and revise the drawings accordingly to offset the impacts of the proposed change of use on the surrounding development before the formal PRO Concept submittal.**

2016 MASTER PLAN FOR LAND USE: GOALS AND OBJECTIVES

The proposed use is currently not recommended by the 2016 Master Plan for Land Use. The following objectives as listed in the Master Plan are applicable for the proposed development. However, at this time the plan follows only a few. **The applicant should consider revisions to the plan to comply with as many goals as possible. Please refer to staff comments in bold and revisions recommended in bold and underline.**

1. General Goal: Quality and Variety of Housing

- a. Provide residential developments that support healthy lifestyles. Ensure the provision of neighborhood open space within residential developments. **The development proposes the required sidewalks along the public streets, as well as a gravel walking path. A substantial portion of the site is to remain undeveloped in open space. Design, construction and easement acquisition for sidewalks are also proposed off-site to the north and south along Meadowbrook Road as a public benefit.**
- b. Safe housing and neighborhoods. Enhance the City of Novi's identity as an attractive community in which to live by maintaining structurally safe and attractive housing choices and safe neighborhoods.
- c. Maintain existing housing stock and related infrastructure.
- d. Provide a wide range of housing options. Attract new residents to the City by providing a full range of quality housing opportunities that meet the housing needs of all

demographic groups including but not limited to singles, couples, first time home buyers, families and the elderly.

2. General Goal: Community Identity

- a. Maintain quality architecture and design throughout the City. **The proposed elevations meet the minimum required Façade Ordinance standards. Please refer to the façade review letter and consider enhanced quality materials that would exceed the minimum.**

3. General Goal: Environmental Stewardship

- a. Protect and maintain the City's woodlands, wetlands, water features, and open space. The concept plan proposes additional removal of regulated woodlands. **Please refer to the wetlands and woodlands review letter for opportunities to further protect these natural features.**
- b. Increase recreational opportunities in the City. **The Concept plan proposes recreational opportunities for the residents. The applicant proposes to fill two off-site gaps totaling about 314 feet as a benefit to the public, as well as building the required sidewalk along their frontage. The applicant should consider a bike and pedestrian connection from the west side of the property to the developments near Twelve Oaks Mall. This would connect the proposed residential development to the existing regional retail and restaurant amenities available in the area. There is also a looped gravel path proposed on the site that would include an overlook area near Twelve Oaks Lake. The applicant shall provide details of the proposed seating area at the outlook on future plans.**
- c. Encourage energy-efficient and environmentally sustainable development through raising awareness and standards that support best practices. **The applicant should consider sustainable, energy-efficient and best-practice design for site elements and building materials, such as LEED recommended strategies.**

4. General Goal: Infrastructure

- a. Provide and maintain adequate water and sewer service for the City's needs. **Please refer to the Engineering memo.**
- b. Provide and maintain adequate transportation facilities for the City's needs. Address vehicular and non-motorized transportation facilities. **Please refer to comment for item b under General Goal 3.**

5. General Goal: Economic Development / Community Identity

- a. Ensure compatibility between residential and non-residential developments. **Please refer to comments about compatibility with surrounding development earlier in this review.**

MAJOR CONDITIONS OF PLANNED REZONING OVERLAY AGREEMENT

The Planned Rezoning Overlay process involves a PRO concept plan and specific PRO conditions in conjunction with a rezoning request. The submittal requirements and the process are codified under the PRO ordinance (Section 7.13.2). Within the process, which is initiated by the applicant, the applicant and City Council can agree on a series of conditions to be included as part of the approval which must be reflected in the Concept Plan and or the PRO agreement.

The PRO conditions must be in material respects, more strict or limiting than the regulations that would apply to the land under the proposed new zoning district. *Development and use of the property shall be subject to the more restrictive requirements shown or specified on the PRO Plan, and/or in the PRO Conditions imposed, and/or in other conditions and provisions set forth in the PRO Agreement.*

The applicant has listed the following conditions for development:

1. Preservation of 7.06 acres of City regulated woodlands
2. Preservation of 3.02 acres of City regulated wetlands
3. On-site wetland mitigation will be provided in accordance with the Wetland and Watercourse Protection Ordinance.
4. Overall density shall not exceed 4.75 dwelling units per acre: **(More limiting than the 5.4 dwelling units per acre allowed in the RM-1 District)**
5. Providing the community amenities shown in the PRO Concept Plan

Additional conditions to be included in the PRO Agreement, if it should be approved, will likely be added during the review process.

ORDINANCE DEVIATIONS

Section 7.13.2.D.i.c(2) permits deviations from the strict interpretation of the Zoning Ordinance within a PRO agreement. These deviations must be accompanied by a finding by City Council that **"each Zoning Ordinance provision sought to be deviated would, if the deviation were not granted, prohibit an enhancement of the development that would be in the public interest, and that approving the deviation would be consistent with the Master Plan and compatible with the surrounding areas."** Such deviations must be considered by City Council, who will make a finding of whether to include those deviations in a proposed PRO agreement. A proposed PRO agreement would be considered by City Council only after tentative approval of the proposed concept plan and rezoning.

The Concept Plan submitted with an application for a rezoning with a PRO is not required to contain the same level of detail as a preliminary site plan. Staff has reviewed the applicant's Concept Plan in as much detail as possible to determine what deviations from the Zoning Ordinance are currently shown. The applicant may choose to revise the concept plan to better comply with the standards of the Zoning Ordinance, or may proceed with the plan as submitted with the understanding that those deviations would have to be approved by City Council in a proposed PRO agreement. The previous concept plan required 8 deviations. The revised submittal has reduced that number to 6.

The following are Ordinance deviations that have been requested by the applicant. **Staff comments are in bold.**

1. **Side and Rear Setbacks (Sec 3.1.7.D and 3.6.2.B):** A Zoning Ordinance deviation is requested to reduce the side and rear setbacks from 75 feet to 50 feet along the north, east, and west property lines. The deviation is requested to cluster the buildings in the northern portion of the site while preserving City Woodlands and Wetlands in the southern portion of the property.
2. **Building Orientation (Sec. 3.8.2.D):** A Zoning Ordinance deviation is requested to revise the required orientation of the buildings from 45 degrees to the property line to 90 degrees. This allows for a more uniform site layout with all of the units backing up to open space/wooded areas. **All buildings are either parallel or perpendicular to property lines abutting non-residential districts. This deviation has been requested and granted for many residential projects in the City in the last 5 years.**
3. **Distance Between Buildings (Sec. 3.8.2.H):** A Zoning Ordinance deviation is requested to allow a minimum distance of 30 feet between buildings on the same side of the street. **Based on the information provided by the applicant, the calculated minimum distance would be between 33.72 feet and 34.9 feet, so the deviation is relatively minor.**

4. **Parking along Major Drives (Sec. 5.10):** A Zoning Ordinance deviation is requested to allow for perpendicular parking on a major drive. This deviation is requested due to the impracticality of providing a minor road given the site constraints (woodlands, wetlands, and property configuration). **Angled and perpendicular parking is permitted on a minor drive, but not on a major drive; on-street perpendicular parking for guests is proposed the Major Drive in four locations. The placement of these parking areas are not near the main entrance.**
5. **Landscape Berms (Sec. 5.5.3.A.ii):** A Zoning Ordinance deviation is requested to not provide a 4-foot, 6-inch to 6-foot high landscape berm on a proposed RM-1 district adjacent to an OST district on the north and east sides of the property. This deviation is requested due to significant grade changes near property lines, and to preserve existing natural features including City regulated woodlands and wetlands. An 8-foot high vinyl fence is proposed along one portion of the site where the homes are closest to these areas to provide visual and audible screening. **The proposed fence and maintaining existing vegetation for screening is an enhancement over a newly planted landscaped berm.**
6. **Right-of-Way Landscaping (Section 5.5.3.B.ii):** A deviation to the required street trees and greenbelt berm along Meadowbrook Road due to the existing wetlands and underground utilities.

All deviations from the ordinance requirements shall be identified and included in PRO Agreement. Any additional deviations identified during Site Plan Review (after the Concept Plan and PRO Agreement is approved), will require amendment of the PRO Agreement.

APPLICANT'S BURDEN UNDER PRO ORDINANCE

The Planned Rezoning Overlay ordinance (PRO) requires the applicant to demonstrate that certain requirements and standards are met. The applicant should be prepared to discuss these items, especially in number 1 below, where the ordinance suggests that the enhancement under the PRO request would be unlikely to be achieved or would not be assured without utilizing the Planned Rezoning Overlay. Section 7.13.2.D.ii states the following:

1. (Sec. 7.13.2.D.ii.a) *The PRO accomplishes the integration of the proposed land development project with the characteristics of the project area in such a manner that results in an enhancement of the project area as compared to the existing zoning that would be unlikely to be achieved or would not be assured in the absence of the use of a Planned Rezoning Overlay.*
2. (Sec. 7.13.2.D.ii.b) *Sufficient conditions shall be included on and in the PRO Plan and PRO Agreement such that the City Council concludes, in its discretion, that, as compared to the existing zoning and considering the site specific land use proposed by the applicant, it would be in the public interest to grant the Rezoning with Planned Rezoning Overlay. In determining whether approval of a proposed application would be in the public interest, the benefits which would reasonably be expected to accrue from the proposal shall be balanced against, and be found to clearly outweigh the reasonably foreseeable detriments thereof, taking into consideration reasonably accepted planning, engineering, environmental and other principles, as presented to the City Council, following recommendation by the Planning Commission, and also taking into consideration the special knowledge and understanding of the City by the City Council and Planning Commission.*

IDENTIFYING BENEFITS TO PUBLIC RESULTING FROM THE REZONING AND THE PROPOSED DEVIATIONS

Section 7.13.2.D.ii states that the City Council must determine that the proposed PRO rezoning would be in the public interest and that the benefits to the public of the proposed PRO rezoning would clearly outweigh the detriments. The following benefits are suggested by the applicant (as listed in their narrative) as resulting from the development proposal:

1. The applicant proposes to fill two off-site sidewalk gaps along Meadowbrook Road adjacent to the north and south totaling 314 feet as a benefit to the public. The sidewalk extensions will include design, construction, and easement acquisition if necessary. **As mentioned previously, the applicant should also consider a sidewalk connection, or utilize the emergency access drive, from the west side of the property to the sidewalk that will be installed with the Griffin Novi project. This would connect the proposed residential development to the nearby retail and restaurant amenities while not permitting cut-through vehicular traffic.**
2. The proposed site plan allows for the preservation of 7.06 acres of City Woodlands and 3.02 acres of City Wetland on-site that will remain natural in perpetuity. **It is beneficial to the public to have additional wetland and woodland areas permanently protected within conservation easements.**
3. The proposed Concept plan includes a nature trail and overlook amenity that will allow future residents to directly benefit from the preserved natural features on-site. **While the nature trail is a pleasant amenity, it is also a requirement of the RM-1 district to provide 200 square feet of usable open space per unit. The trail is counted toward meeting this requirement, which means it would be possible to achieve this benefit absent the PRO process. The applicant has proposed a looped path and exceeds the open space requirements, which offers greater benefit. The calculation for Phase 2 indicates the open space requirement is exceeded by 43%.**

This is a PRO in which the applicant seeks both a rezoning and a list of ordinance deviations. In Staff's opinion the proposed benefits to the City could be further enhanced, and we have offered some suggestions for the applicant to consider in this and the other review letters.

The Planning Commission and City Council should offer their thoughts on whether the proposed benefits are sufficient, and whether they have other ideas for improvements to the proposal.

NEXT STEP: PLANNING COMMISSION CONSIDERATION OF ELIGIBILITY

The Planning Commission will have an opportunity to discuss the revised initial submittal and eligibility of the rezoning request from OST (Office Service Technology) to RM-1 (Multiple Family Low Rise Residential) with a Planned Rezoning Overlay.

As stated in the newly amended PRO Ordinance,

In order to be eligible for the proposal and review of a rezoning with PRO, an applicant must propose a rezoning of property to a new zoning district classification, and must, as part of such proposal, propose clearly-identified site-specific conditions relating to the proposed improvements that,

- (1) are in material respects, more strict or limiting than the regulations that would apply to the land under the proposed new zoning district, including such regulations or conditions as set forth in Subsection C below; and*
- (2) constitute an overall benefit to the public that outweighs any material detriments or that could not otherwise be accomplished without the proposed rezoning.*

(See attachment for Full text, including Subsection C)

CITY COUNCIL CONSIDERATION OF ELIGIBILITY

Following the Planning Commission's initial review of the proposed project, the City Council will likewise have the opportunity to review the PRO proposal and comment on whether the project is eligible for the PRO process.

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.

A handwritten signature in black ink that reads "Lindsay Bell". The signature is written in a cursive, flowing style.

Lindsay Bell, AICP, Senior Planner



PLANNING REVIEW CHART: **RM-1 with PRO Rezoning**

Review Date: September 1, 2023
Review Type: PRO Concept Plan – Revised Initial Submittal
Project Name: **JZ22-28 Elm Creek PRO**
Location: West of Meadowbrook Road, South of Twelve Mile
Plan Date: June 21, 2023
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. Items in **Underlined Bold** are possible deviations identified. Underlined items need to be addressed during the Site Plan phase. *Italic* items are to be noted.

Item	Required Code	Proposed	Meets Code	Comments
Zoning and Use Requirements				
Master Plan (adopted July 27, 2017)	Office, R&D, Technology	68-unit attached residential development with PRO overlay;	No	<i>Proposed rezoning is not consistent with the 2017 Master Plan</i>
Area Study	The site does not fall under any special category	NA	NA	
Zoning (Effective January 8, 2015)	OST Office Service Tech; RM-1 Low Rise Multiple Family	RM-1 Low Density Low-rise Multi-Residential District	No	<i>Rezoning proposed - Subject to new PRO Ordinance</i>
Uses Permitted (Sec 3.1.23.B & C)	Office and Service Uses Sec. 3.1.23.B. - Principal Uses Permitted. Sec. 3.1.23.C. – Special Land Uses Permitted.	Multiple Family Residential – 134 units	No	<i>Uses proposed would be permitted in RM-1 district, but is not consistent with the Master Plan</i>
Phasing	Provide phase lines and detail description of activities in each phase	Phase 1 (north): 80 units Phase 2 (south): 54 units	Yes	
Planned Rezoning Overlay Document Requirements (Section 7.13.2 and SDM: <u>Site Development Manual</u>)				
Narrative (Section 7.13.2) The statement should include the following:	Statement of eligibility for PRO Approval: Describe the rezoning requested including uses proposed, justification for why it makes sense			
	How does the project constitute an overall benefit to the public that outweighs any material detriments or could otherwise be accomplished without the rezoning?	Provided in narrative		<i>See Planning Review for detailed comments</i>
	Deviations and Conditions proposed for inclusion in the PRO Agreement (i.e., Zoning	Provided in narrative		<i>See Planning Review for detailed comments</i>

Item	Required Code		Proposed	Meets Code	Comments
	Ordinance deviations, limitation on total units, height or uses, etc)				
Traffic Impact Study Site Development Manual	Required regardless of site size, with requirements in SDM		Previously provided	Yes	See previous TIS Review from Traffic Consultant for comments
Community Impact Statement (Sec. 2.2)	Required in certain situations (SDM link: Site Development Manual)			NA	Not required as does not meet threshold
Rezoning Sign Details (Site Development Manual)	Installed within 15 days prior to public hearing Located along all road frontages		Signage posted in fall of 2022	Yes	
Residential: Height, bulk, density and area limitations (Sec 3.1.8.D)					
Frontage on a Public Street. (Sec. 5.12)	Frontage on a Public Street is required		The site has frontage and access to Meadowbrook Road	Yes	
Minimum Zoning Lot Size for each Unit: in Acres (Sec 3.8.1)	RM-1 and RM-2 Required Conditions		Phase 1: 23.7 acres total site size, with 4.49 ac wetlands Net area: 18.85 acres		
Minimum Zoning Lot Size for each Unit: Width in Feet (Sec 3.8.1)			Phase 2: 12.98 acres, 3.03 acres wetland Net site area: 9.95 ac		
Open Space Area (Sec 3.1.8.D)	200 sf Minimum usable open space per dwelling unit For a total of 80 dwelling units, <u>required Open Space Phase 1: 16,000 SF</u> <u>Phase 2: 10,800</u> <u>Refer to definitions for Usable Open Space and Open Space</u>		Phase 1 Open Space Plan provided Sheet 6; 5' wide gravel path to overlook area and individual unit decks shown as usable open space – total of <u>57,848 sf</u> Phase 2 – 15,400 sf (unit decks and open space around walking path)	Yes Yes	
Maximum % of Lot Area Covered (By All Buildings)	25%		Phase 1: 14% Phase 2: 19%	Yes	
Building Height (Sec. 3.20)	35 ft. or 2 stories whichever is less		Median building height 26.5 feet – max roof height of 33 feet	Yes	
Minimum Floor Area per Unit (Sec. 3.1.8.D)	Efficiency	400 sq. ft.	Not proposed	NA	
	1 bedroom	500 sq. ft.	Not proposed	NA	
	2 bedroom	750 sq. ft.	Not proposed	NA	
	3 bedroom	900 sq. ft.	Units shown are 2000-2200 sf	Yes	
	4 bedroom	1,000 sq. ft.	Not Proposed	NA	

Item	Required Code		Proposed	Meets Code	Comments
Maximum Dwelling Unit Density/Net Site Area (Sec. 3.1.8.D)	Efficiency	5%	Not proposed	Yes	<u>Phase 2 notes indicate limit of 5.4 du/ac</u>
	1 bedroom	10.9 Max 20%	Not proposed		
	2 bedroom	7.3	Not proposed		
	3+ bedroom	5.4	Phase 1 4.24 du/ac Total site: 23.7 Acres ROW Area: 0.36 Acres Wetlands: 4.49Acres Net Site Area: 18.85 Acres		
Residential Building Setbacks (Sec 3.1.8.D)					
Front (along Meadowbrook Rd)	75 ft.		> 75 ft 50 ft. on E side	Yes No	<i>Additional setbacks required by Sec 3.6.2.B</i>
Rear (West)	75 ft.		50 ft.	No	<u>Deviations requested by applicant to allow 50-foot setbacks on north, east and west of property; Phase 2 buildings appear to meet all setback requirements</u>
Side (North & South)	75 ft.		N: 50 ft. S: 23.7 ft.	No No	
Parking Setback (Sec 3.1.8.D) (Sec 3.1.12.D) Refer to applicable notes in Sec 3.6.2					
Front (along Meadowbrook Rd)	20 ft.		20 ft. on all sides. Parking is provided in the garage and in front of the garage. Proposed parking along the streets meets the setback requirements	Yes	
Rear (West)	10 ft.			Yes	
Side (North & South)	10 ft.			Yes	
Residential: Note to District Standards (Sec 3.6.2)					
Building structure setback (Sec 3.6.2.B)	Other than single family or 2-family, building setback shall be minimum of <u>whichever is greater</u> : 1) height of main building; 2) 75 feet; or 3) setback listed in Section 3.1 (50 ft front)		Setbacks are not all 75 feet	No	<u>Deviations requested by applicant as noted above for Phase 1</u>
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.		No exterior side yards	NA	

Item	Required Code		Proposed	Meets Code	Comments
Wetland/Watercourse Setback (Sec 3.6.2.M)	A setback of 25ft from wetlands and from high watermark course shall be maintained		Wetlands exist in several areas of the site; impacts proposed	No	See Wetland Review letter for detailed comments
RM-1 and RM-2 Required Conditions (Sec 3.8)& (Sec 3.10)					
Total number of rooms (Sec. 3.8.1)	Total No. of rooms < Net site area in SF/2000 836,788 SF/2000 = 418		Total number of rooms = 68 units x 4 rooms = 272 rooms	Yes	
Public Utilities (Sec. 3.8.1)	All public utilities should be available		All public utilities are available	Yes	See Engineering Review for detailed comments
Maximum Number of Units (Sec. 3.8.1.A.ii)	Efficiency < 5 percent of the units		Not Proposed	NA	
	1 bedroom units < 20 percent of the units		Not Proposed	NA	
	Balance should be at least 2 bedroom units		All are 3-bedroom units	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 *		Yes	
	Efficiency	1	Not proposed		
	1 bedroom	2	Not proposed		
	2 bedroom	3	Not proposed		
	3 or more bedrooms	4	4		
Setback along natural shore line (Sec. 3.8.2.A)	A minimum of 150 feet along natural shore line is required.		Over 400 feet proposed	Yes	
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.		All structures front on proposed private drives	Yes	
Maximum length of the buildings (Sec. 3.8.2.C)	A single building or a group of attached buildings cannot exceed 180 ft.		~152 feet proposed?	Yes	
Modification of maximum length (Sec. 3.8.2.C)	Planning Commission may modify the extra length up to 360 ft. if			NA	
	Common areas with a minimum capacity of 50 persons for recreation or social purposes				

Item	Required Code	Proposed	Meets Code	Comments
	Additional setback of 1 ft. for every 3 ft. in excess of 180 ft. from all property lines.			
Building Orientation (Sec. 3.8.2.D)	Where any multiple dwelling structure and/or accessory structure is located along an outer perimeter property line adjacent to another residential or nonresidential district, said structure shall be oriented at a minimum angle of forty-five (45) degrees to said property line.	Orientation of buildings do not appear to meet the minimum requirement for all buildings	No	<u>Deviation requested by applicant for all buildings</u>
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	No off-street parking or loading area is proposed within side yards	Yes	
Off-Street Parking or related drives (Sec. 3.8.2.F) Off-street parking and related drives shall be...	No closer than 25 ft. to any wall of a dwelling structure that contains openings involving living areas or	Off-street parking areas more than 25 feet from buildings	Yes	
	No closer than 8 ft. for other walls or		Yes	
	No closer than 20 ft. from ROW and property line		Yes	
Pedestrian Connectivity (Sec. 3.8.2.G)	5 feet sidewalks on both sides of the Private drive are required to permit safe and convenient pedestrian access.	5-foot Sidewalks shown along the internal streets	Yes	
	Where feasible sidewalks shall be connected to other pedestrian features abutting the site.	Sidewalks proposed north and south of site on Meadowbrook as public benefit	Yes	Could a bike/pedestrian connection be added to connect to the west? Would provide non-motorized connection to the Mall area (Singh adding sidewalks with their Griffin Novi project)
	All sidewalks shall comply with barrier free design standards	Stated that they will comply	Yes	<i>Details on future submittals</i>
Minimum Distance between the buildings	(Total length of building A + total length of building B + 2(height of	Minimum of 30 feet proposed, calculation	No	<u>Deviation requested to allow 30 ft minimum between all buildings</u>

Item	Required Code	Proposed	Meets Code	Comments
(Sec. 3.8.2.H)	building + height of building B))/6	shows 33-35 feet required		
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.	Buildings are min. of 30 ft. from each other	Yes	
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 Phase 1 80 Three-BR units, required spaces = 200 spaces Phase 2 54 three-BR = 135 spaces	Phase 1 2-car garages provided in each unit (160) Driveway spaces (160) Guest surface (11) Total parking: 331 spaces Phase 2 2-car garages in each unit (108) Driveway spaces (108) Guest surface (9) Total parking: 225 spaces	Yes	
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	- 28 ft. two-way drives - Parking shown in garages and driveways - A few 9'x19' spaces	Yes	
Parking stall located adjacent to a parking lot entrance (public or private) (Sec. 5.3.13)	- shall not be located closer than twenty-five (25) feet from the street right-of-way (ROW) line, street easement or sidewalk, whichever is closer	Closest parking is 325 feet from Meadowbrook ROW	Yes	
Barrier Free Spaces Barrier Free Code	2 accessible space (including 1 Van accessible) for every 26 to 50 spaces			Review the requirements for ADA spaces for residential communities
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			

Item	Required Code	Proposed	Meets Code	Comments
Barrier Free Signs Barrier Free Code	One sign for each accessible parking space.			
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 2 feet from established street grade	Corner clearance noted	Yes	
Minimum number of Bicycle Parking (Sec. 5.16.1) <u>Multiple-family residential</u>	One (1) space for each five (5) dwelling units Ph 1 Required: 16 Spaces Ph 2 required: 11 spaces	Phase 1: 16 spaces provided Phase 2: will comply at time of site plan approval	Yes	
Bicycle Parking General requirements (Sec. 5.16)	No farther than 120 ft. from the entrance being served	Provided in multiple locations	Yes	
	When 4 or more spaces are required for a building with multiple entrances, the spaces shall be provided in multiple locations			
	Spaces to be paved and the bike rack shall be inverted "U" design Shall be accessible via 6 ft. paved sidewalk			
Bicycle Parking Lot layout (Sec 5.16.6)	Parking space width: 6 ft. One tier width: 10 ft. Two tier width: 16 ft. Maneuvering lane width: 4 ft. Parking space depth: 2 ft. single, 2 ½ ft. double	Layout shown	Yes	
5.10 Additional Road Design, Building Setback, And Parking Setback Requirements, Multiple-Family Uses				
Road standards (Sec. 5.10)	A private drive network within a cluster, two - family, multiple-family, or non-residential uses and developments shall be built to City of Novi Design and Construction Standards for local street standards (28 feet back-to-back width)	Proposed roads are to be public	Yes	Proposed roads are "major drive" with direct access to exterior public road
Major Drives	- Width: 28 feet - No perpendicular	Proposed major drives are 28 feet wide	Yes	

	parking			
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	Shorter streets are minor drives – roads proposed are over 600 feet long	NA	
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 is proposed in 4 locations on major drives Minimum centerline radius is not provided	No	<u>Deviation requested to allow perpendicular parking on a major drive</u>
Accessory and Roof top Structures				
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	Curb side trash pick-up planned	NA	

Dumpster Enclosure Sec. 21-145. (c) Chapter 21 of City Code of Ordinances	- Screened from public view - A wall or fence 1 ft. higher than height of refuse bin - And no less than 5 ft. on three sides - Posts or bumpers to protect the screening - Hard surface pad. - Screening Materials: Masonry, wood or evergreen shrubbery	Not proposed	NA	
Roof top equipment and wall mounted utility equipment Sec. 4.19.2.E.ii	All roof top equipment must be screened and all wall mounted utility equipment must be enclosed and integrated into the design and color of the building		NA	
Roof top appurtenances screening	Roof top appurtenances shall be screened in accordance with applicable facade regulations, and shall not be visible from any street, road or adjacent property.		NA	
Sidewalks and Other Requirements				
Non-Motorized Plan	Proposed Off-Road Trails and Neighborhood Connector Pathways.	Pathways planned as usable open space through natural areas	Yes	
Sidewalks (Subdivision Ordinance: Sec. 4.05)	Sidewalks are required on both sides of proposed drives	5' Sidewalks are proposed on both sides of the proposed private drive	Yes	
Public Sidewalks (Chapter 11, Sec.11-276(b), Subdivision Ordinance: Sec. 4.05)	A 8-foot sidewalk is required along Meadowbrook Road	Sidewalk proposed	Yes	
Entryway lighting Sec. 5.7	One streetlight is required per entrance.			<u>Applicant to work with engineering and DTE on the location and type of the fixtures proposed in the right of way for residential community</u>
Building Code and Other Requirements				
Building Code	Building exits must be connected to sidewalk		NA	

	system or parking lot.			
Design and Construction Standards Manual	Land description, Sidwell number (metes and bounds for acreage parcel, lot number(s), Liber, and page for subdivisions).			Provide with Concept Plan submittal
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).		Yes	Refer to all review letters for additional information requested. Show any utility structures and mailboxes on the plans
Economic Impact	- Total cost of the proposed building & site improvements - Number of anticipated jobs created (during construction & after building is occupied, if known)	Information not provided	No?	Include in PRO Narrative (not considered a public benefit)
Other Permits and Approvals				
Development/ Business Sign (City Code Sec 28.3) Sign permit applications may be reviewed an part of Preliminary Site Plan or separately for Building Office review.	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.	Monument sign shown on north side of entry		
Development and Street Names	Development and street names must be approved by the Street Naming Committee	The project name "Elm Creek", and street names Forestview Trail and Creekview Trail were approved by the Committee		Please only use the approved street names on the plan set. <u>If any changes are requested submit a new application</u>
Property Split	The proposed property split must be submitted to the Assessing Department for	Not proposed at this time		<u>If intended, a property split will need to be resolved with 2nd property owner to the</u>

	approval.			satisfaction of the City;
Other Legal Requirements				
PRO Agreement (Sec. 7.13.2.D(3))	A PRO Agreement shall be prepared by the City Attorney and the applicant (or designee) and approved by the City Council, and which shall incorporate the PRO Plan and set forth the PRO Conditions and conditions imposed			<u>If tentative approval is granted, Council will direct City Attorney to prepare the agreement, which will then be shared with applicant for negotiation</u>
Master Deed/Covenants and Restrictions	Applicant is required to submit this information for review with the Final Site Plan submittal	Not applicable at this moment		<u>Provide any easements or agreements parcel is subject to</u> <u>If proposed, Master Deed draft shall be submitted prior to Stamping Set approval.</u>
Conservation easements	Conservation easements may be required for woodland impacts	Wetland and woodland easements may be required, or offered as a public benefit		<u>Draft documents would be required prior to stamping set approval.</u>
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		NA	
Lighting Plan (Sec. 5.7.A.i)	Site plan showing location of all existing & proposed buildings, landscaping, streets, drives, parking areas & exterior lighting fixtures	Provided	Yes	
Building Lighting (Sec. 5.7.2.A.iii)	Relevant building elevation drawings showing all fixtures, the portions of the walls to be illuminated, illuminance levels of walls and the aiming points of any remote fixtures.	Provided	Yes	
Lighting Plan (Sec.5.7.2.A.ii)	Specifications for all proposed & existing lighting fixtures	Not provided		Provide lighting spec sheets in the plan set at the time of final site plan submittal
	Photometric data	Provided	Yes	
	Fixture height	7'-20'	Yes	

	Mounting & design	Not shown		
	Glare control devices (Also see Sec. 5.7.3.D)	Not shown		
	Type & color rendition of lamps	LED	Yes	
	Hours of operation	Not shown	NA	
Required Conditions (Sec. 5.7.3.A)	Height not to exceed maximum height of zoning district (or 25 ft. where adjacent to residential districts or uses)	20' max	Yes	
Required Conditions (Sec. 5.7.3.B)	- Electrical service to light fixtures shall be placed underground - Flashing light shall not be permitted - Only necessary lighting for security purposes & limited operations shall be permitted after a site's hours of operation	Notes provided on sheet 3	Yes	
Security Lighting (Sec. 5.7.3.H) 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		TBD	
Required Conditions (Sec. 5.7.3.E)	Average light level of the surface being lit to the lowest light of the surface being lit shall not exceed 4:1		NA	See Text Amendment 18.301 for revised standards of Sec. 5.7.3.O
Color Spectrum (Sec. 5.7.3.F)	Multi-family: i. Min Color Rendering Index (CRI) of 70 ii. Correlated Color Temp (CCT) < 3000 Kelvin	3000K noted for P1 and P2 fixtures	TBD	Note new standard – please provide data to verify compliance
Min. Illumination (Sec. 5.7.3.L)	Parking areas: 0.2 min	0.2 min	Yes	
	Loading & unloading areas: 0.4 min		NA	
	Walkways: 0.2 min		NA	
	Building entrances, frequent use: 1.0 min		NA	
	Building entrances, infrequent use: 0.2 min		NA	

Max. Illumination adjacent to Non-Residential (Sec. 5.7.3.M)	When site abuts a non-residential district, maximum illumination at the property line shall not exceed 1 foot candle	0.7 max shown	Yes	
Cut off Angles (Sec. 5.7.3.N)	when adjacent to residential districts - All cut off angles of fixtures must be 90° - maximum illumination at the property line shall not exceed 0.5 foot candle	0.3 max shown	Yes	
Residential Developments (Sec. 5.7.3.O)	i. Provide lighting at each entrance to major thoroughfare, with min 0.2 fc, and max height of 25 ft ii. May deviate from 5.7.3.L requirements as long as parking lots, property lines, and security is provided	Entrance light shown, 20 ft height, 0.9-0.5 fc Meets requirements at these locations	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



PLAN REVIEW CENTER REPORT

8/31/2023

Engineering Review

Elm Creek PRO
JZ22-28

APPLICANT

Toll Brothers, Inc

REVIEW TYPE

Revised Initial Concept Plans

PROPERTY CHARACTERISTICS

- Site Location: South of 12 Mile Road West of Meadowbrook Road
- Site Size: 23.70 acres
- Plan Date: 6/21/2023
- Design Engineer: Seiber Keast Lehner

PROJECT SUMMARY

- Construction of 134 attached multiple family townhomes units. Site access would be provided via public roadways (Elm Creek Drive) off Meadowbrook.
- Water service would be provided by an 8-inch extension from the existing 8-inch water main stub at the southwest corner of 41795 Twelve Mile Road and an 8-inch extension from the existing 12-inch main at the western property limits of the development.
- Sanitary sewer service is proposed to be provided by pump station discharging at the western property limits of the development.
- Storm water would be collected by three storm sewer collection systems. The majority of the site would discharge to an on-site detention basin and ultimately to the existing wetland area. A smaller area tributary to Twelve Oaks Lake would be treated and utilize the lake as detention. Further information will be required for the third area to ensure adequate stormwater management is provided.

Recommendation

Approval of the PRO Concept Plan is recommended for the purposes of the rezoning request.

Comments:

General

1. A [Right-of-Way Permit](#) will be required from the City of Novi.
2. Provide a traffic control plan for any work that will impact Meadowbrook Road.
3. 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 any existing or proposed utility except for sanitary sewer manholes which should be 10-feet. All utilities shall be shown on the landscape plan, or other appropriate sheet, to confirm the separation distance.
4. Show the locations of all light poles on the utility plan and indicate the typical foundation depth for the pole to verify that no conflicts with utilities will occur. Light poles in a utility easement will require a License Agreement.
5. Projects looking for final site plan approval in the near future should refer to the new Oakland County stormwater standards. The new Oakland County Stormwater standards can be found here: <https://www.oakgov.com/water/stormwater/Pages/Stormwater-Engineering-Design-Standards.aspx>

The State of Michigan is currently reviewing the City of Novi's stormwater standards for compliance with the new County standards, and thus the City has not yet adopted the new standards. The City is planning on adopting the new standards by January 2024. Projects that have not received approval from Planning Commission before the standards are adopted will be subjected to the change in requirements.

Water Main

6. The water main proposed at the northern limits of the site shall be rerouted to minimize the amount of water main at the rear of the buildings.
7. Generally, 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. Exceptions will be made in those instances when a second connection is not available, or it is not otherwise possible to provide a looped system, provided the system is designed to accommodate a second connection when made available. The ability to serve at least three thousand (3,000) gallons per minute in apartment, cluster residential and similar complexes is essential. Provide modeling calculations showing this can be achieved at the southern dead-end proposed.
8. Per current **EGLE** requirements, provide a profile for all proposed water main 8-inch and larger.
9. In the general notes and on the profile, add the following note: "Per the Ten States Standards Article 8.8.3, one full 20-foot pipe length of water main shall be used whenever storm sewer or sanitary sewer is crossed, and the pipe shall

be centered on the crossing, in order to ensure 10-foot separation between water main and sewers." Additionally, show the 20-foot pipe lengths on the profile.

10. 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, and electronic 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

11. For common area irrigation systems connected to public water supplies: Install a backflow prevention Reduced Pressure Zone Assembly (RPZ) with an ASSE 1013 listing approval at each tap to the public water supply. A minimum clearance of 12-inches measured from the bottom of pressure relief valve to the finished landscaped grade shall be required. Provide a detail showing the RPZ installation setup and height above grade. If backflow preventer is to be enclosed, provide a detail of the enclosure with required drainage outlets. Show all locations on a site plan. A plumbing permit is required for the installation of the backflow preventer. Installation of the backflow preventer shall be in such a manner as to not require blowing out the system through the backflow preventer. Drain ports and blow out ports shall be included. Any deviations from these requirements must be approved through the Novi Water & Sewer Division Cross Connection Control Specialist (248-735-5661).

Sanitary Sewer

12. Based on our review of the existing contours and the as-builts for the adjacent sanitary sewers, it appears the development could be served by the sewer along Meadowbrook and the sewer extending from Meadowbrook, and therefore the pump station should be eliminated.
13. Three (3) sealed sets of utility plans along with the [Michigan Department of Environment, Great Lakes & Energy \(EGLE\) permit application](#), electronic utility plan for sanitary sewer construction, and the Streamlined Sanitary Sewer Permit Certification Checklist should be submitted to the Engineering Division for review, assuming no further design changes are anticipated. Utility plan sets shall include only the cover sheet, any applicable utility sheets, and the standard detail sheets. It should be indicated with the application if an expedited EGLE review is requested. EGLE will charge a fee that can be paid directly to the State.

Storm Sewer

14. Provide a four-foot-deep sump and an oil/gas separator in the last storm structure prior to discharge to the storm water basin.
15. Provide profiles for all storm sewer 12-inch and larger. All storm pipes accepting surface drainage shall be 12-inch or larger.
16. Plastic pipe is not allowed in the right-of-way Except ADS HP, the maximum allowable size for plastic storm sewer is 12-inch. (Smaller diameters are allowed for roof drains)

17. Label the 10-year HGL on the storm sewer profiles and ensure the HGL remains at least 1-foot below the rim of each structure.

Storm Water Management Plan

18. 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](#).
19. Pretreatment shall be proposed for the 0.36 acre area, and shall include as much of the road to the east as reasonably possible.
20. If it is not practical to provide detention for the 0.36 acre area, provide information describing the impact of the undetained discharge to the wetland and proposed wetland mitigation area.
21. The proposed basin is referred to as Basin "A" on some sheets, and Basin "B" on others.
22. A 4-foot-wide safety shelf is required one foot below the permanent water surface elevation within the basin.
23. An adequate maintenance access route to the basin outlet structure and any other pretreatment structures shall be provided (15 feet wide, maximum running slope of 1V:5H, maximum cross slope of 3%, and able to withstand the passage of heavy equipment). Verify the access route does not conflict with proposed landscaping.
24. Provide a 5-foot-wide stone bridge/access route allowing direct access to the standpipe from the bank of the basin during high-water conditions (i.e. stone 6-inches above high water elevation). Provide a detail and/or note as necessary.
25. 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.
26. Provide manufacturer's details and sizing calculations for the pretreatment structures on the plans.
27. Provide drainage area and runoff coefficient calculations specific to the area tributary to each treatment structure. The treated flow rate should be based on the 1-year storm event intensity (~1.6 In/Hr), resulting in a flow rate of approximately??? CFS. Higher flows shall be bypassed.
28. Provide release rate calculations for the three design storm events (first flush, bank full, 100-year).
29. Due to maintenance concerns, each restricting orifice in the control structure shall be a minimum of **1 square-inch in size**, even though this may result in a flow rate above that calculated.
30. The primary outlet standpipe shall be designed with a secondary outer pipe with numerous holes. The stone filter would rest against this outer pipe and would help protect the outlet standpipe from clogging.
31. Provide a soil boring in the vicinity of the storm water basin to determine soil conditions and to establish the high-water elevation of the groundwater table.

Note the bottom of the detention facility must be a minimum of three (3) feet above the groundwater elevation.

32. A 25-foot vegetated buffer shall be provided around the perimeter of the storm water basin. This buffer cannot encroach onto adjacent lots or property.

Paving & Grading

33. The off-site sidewalk proposed along Meadowbrook north and south of the property's road frontage will require permanent sidewalk easements. The applicant shall obtain these easements prior to final site plan approval.
34. Provide a minimum of 6 spot elevations where the pathway crosses each driveway (one at each corner and two in the center of the driveway on each side of the pathway). Spot elevations shall be provided to demonstrate a level landing adjacent to each side of the pathway crossing.
35. If driveways do not meet the city standard 16-foot wide with 3-tapers on each side a design construction variance may be required.
36. 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.
37. Detectable warning plates are required at all barrier free ramps, hazardous vehicular crossings and other areas where the sidewalk is flush with the adjacent drive or parking pavement. The barrier-free ramps shall comply with current MDOT specifications for ADA Sidewalk Ramps. Provide the latest version of the MDOT standard detail for detectable surfaces.
38. The contour lines on plan Sheet 4 shows different elevations than Sheet 5 (south side of the property). It appears Sheet 4 is correct.
39. 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.
40. The grade of the drive approach shall not exceed 2-percent within the first 25 feet of the intersection. Provide spot grades as necessary to establish this grade.
41. Provide additional spot grades as necessary to demonstrate that a minimum 5-percent slope away from the building is provided for a minimum distance of ten feet around the perimeter of the building.
42. Retaining walls that are 48-inches or larger shall need a permit from Building Department.
43. The Retaining walls plan sheet shall be signed and sealed by the design engineer responsible for the proposed retaining wall design and all associated calculations.
44. A License Agreement will be required for the proposed retaining wall within any utility easements. A plan view and cross-section shall be included with the agreement showing the relationship between the wall foundation and the existing/proposed utility.

45. Soil borings along the centerline of the proposed road will be required at 500-foot intervals per Section 11-195(d) of the Design and Construction Standards. A minimum of 6 borings meeting ordinance requirements will be acceptable.

Flood Plain

46. If applicable, show the limits of the 100-year flood plain and floodway per the current FIRM maps (2006).

Soil Erosion and Sediment Control

47. A SESC permit is required. A full review has not been completed at this time. The review checklist detailing all SESC requirements is attached to this letter. Please address the comments below and submit a [SESC permit application](#) under separate cover.

Off-Site Easements

48. The off-site sidewalk easements, and any off-site utility easements, if needed, 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.

The following must be submitted with the Preliminary Site Plan:

49. A letter from either the applicant or the applicant's engineer must be submitted with the Preliminary Site Plan highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved.

The following must be submitted with the Stamping Set:

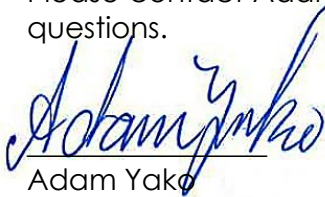
(Please note that all documents must be submitted together as a package with the Stamping Set submittal with a [legal review transmittal form](#). Partial submittals will not be accepted. Links to the PDF copy of the easements are below, word document versions of each legal document can be found on the City's Website under [Forms and Permits](#))

50. A draft copy of the [Storm Drainage Facility Maintenance Easement Agreement \(SDFMEA\)](#), as outlined in the Storm Water Management Ordinance, must be submitted to the Community Development Department. Once the agreement is approved by the City's Legal Counsel, this agreement will then be sent to City Council for approval/acceptance. The SDFMEA will then be recorded at the office of the Oakland County Register of Deeds. This document is available on our website.
51. A draft copy of the [Emergency Access Easement](#) for the Emergency Access Drive proposed must be submitted to the Community Development Department.
52. A draft copy of the 20-foot-wide [Watermain System Easement](#) onsite must be submitted to the Community Development Department.
53. A draft copy of the 20-foot-wide [Sanitary Sewer Easement](#) onsite must be submitted to the Community Development Department.

54. A draft copy of the warranty deed for the additional proposed 60-foot-wide right-of-way along Meadowbrook Road must be submitted for review and acceptance by the City.
55. A draft copy of the warranty deed for the street(s) to be dedicated as public must be submitted.

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 Adam Yako at (248)735-5695 or email at ayako@cityofnovi.org with any questions.



Adam Yako
Project Engineer

cc: Lindsay Bell Community Development
Humna Anjum, Engineering
Ben Croy, City Engineer

LANDSCAPE REVIEW



PLAN REVIEW CENTER REPORT

August 25, 2023
Elm Creek PRO
Revised PRO Concept Plan – Landscaping Review

Review Type

Revised PRO Concept Plan Landscape Review

Job

JZ22-0028

Property Characteristics

- Site Location: 43180 Nine Mile Road
- Site Acreage: 2.12 ac.
- Site Zoning: I-1
- Adjacent Zoning: North, West: RM-1, East, South: I-1
- Plan Date: 6/21/2023

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 Final Site Plan submittal. Please follow guidelines of the Zoning Ordinance and Landscape Design Guidelines. This review is a summary and is not intended to substitute for any Ordinance.

RECOMMENDATION:

This project is **recommended for approval, contingent on additional screening being added south of the entry drive.**

LANDSCAPE DEVIATIONS THAT ARE REQUIRED FOR PROPOSED LAYOUT:

- The required 4.5-6 foot landscaped berm is not provided along the north and east sides of the property. *The proposed alternative is supported by staff at this time, contingent on the fence being extended.*
- It is possible that many of the street trees shown will not be able to be planted due to the utility layout. *This would be a deviation that would not be supported by staff.*
- A landscape deviation to not provide the required greenbelt berm and landscaping in the 113lf of existing wetland to be preserved. *This is supported by staff.*

Ordinance Considerations

Existing Trees (Sec 37 Woodland Protection, Preliminary Site Plan checklist #17 and LDM 2.3 (2))

1. A tree survey and chart are provided.
2. 185 of 1725 required restoration credits are proposed to be planted on the site. **Please consider adding more restoration credits on-site in the form of shrubs, woodland seed mix or other plantings allowed in Section 37-8 Reforestation Credit table. Woodland replacement trees may be used to meet the detention basin canopy tree requirement.**

Adjacent to Residential - Buffer (Zoning Sec. 5.5.3.B.ii and iii)

1. The project is adjacent to OST property so a 4.5-6 foot tall landscaped berm with 80-90% opacity is required. A mix of alternative screening, including a vinyl fence behind plantings, double rows of plantings and densely planted evergreens, is proposed.

2. The south frontage along the drive from Meadowbrook also seems to have inadequate buffering from a future office building. Please extend the vinyl fence buffering used behind Buildings 16 and 17 along the property line south of the entry drive to a point equal to the eastern end of the eastern visitor parking bay.
3. The exhibit provided indicates that north of the site, on adjacent properties, are significant vegetated distances that will provide significant buffering from those businesses.
4. *Staff can support the deviation for the lack of berm due to the above factors.*

Adjacent to Public Rights-of-Way – Berm/Wall, Buffer and Street Trees (Zoning Sec. 5.5.3.B.ii, iii)

1. A landscape deviation is requested to not provide the required greenbelt berm and landscaping within an existing wetland to be preserved. *This deviation is supported by staff.*
2. The required greenbelt berm and landscaping are provided on the rest of the site.

Parking Lot Landscaping (Zoning Sec. 5.5.3.C.)

No parking lot landscaping is required as only small bays are proposed. The required interior street trees or multifamily unit trees can be used along the perimeter of those bays to meet the requirement.

Multi-Family Landscaping:

1. Units: The required number of trees (240) is proposed, primarily as screening vegetation. The species must be provided on Final Site Plans.
2. Interior Drive trees:
 - a. The required number of trees (93) are proposed along the interior drives
 - b. In a number of locations, the underground utility layout does not provide room for the required trees. **Please revise the utility layout where necessary to provide the required spacing (4 feet behind the curb and 5 feet from the underground lines).**
 - c. **Woodland replacement trees should not be placed along the street.**
3. Building Foundation Landscaping: A minimum of 35% of the buildings' faces will be provided, as is required.

Plant List (LDM 4, 10)

1. No plant list is provided.
2. It is expected that the plant list will be provided no later than the Final Site Plan and the species used will meet ordinance requirements.

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. **Multi-family unit trees or woodland replacement trees can be used to meet the canopy tree requirement.**
3. **Please add at least one more canopy tree to the east side of the pond.**

Irrigation (LDM 10)

A plan for an automatic irrigation system or information as to how the plants will be provided with sufficient water for establishment and long-term survival must be provided no later than the Final Site Plan.

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 meader@cityofnovi.org.

A handwritten signature in black ink, appearing to read "Rick Meader". The signature is fluid and cursive, with the first name "Rick" and last name "Meader" clearly distinguishable.

Rick Meader – Landscape Architect

LANDSCAPE REVIEW SUMMARY CHART – Revised PRO Concept Plans

Review Date: August 25, 2023
Project Name: JZ22 – 0028: Elm Creek PRO
Plan Date: June 21, 2023
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:

- The required 4.5-6 foot landscaped berm is not provided along the north and east sides of the property. *The proposed alternatives are supported by staff contingent on the extension of the vinyl fence along approximately half of the entry drive.*
- It is possible that many of the street trees shown will not be able to be planted due to the utility layout. *This would be a deviation that would not be supported by staff.*
- A landscape deviation to not provide the required greenbelt berm and landscaping in the 113lf of existing wetland to be preserved. *This is supported by staff.*

Item	Required	Proposed	Meets Code	Comments
Landscape Plan Requirements – Basic Information (LDM (2))				
Landscape Plan (Zoning Sec 5.5.2, LDM 2.e)	• New commercial or residential developments • Addition to existing building greater than 25% increase in overall footage or 400 SF whichever is less. • 1"-20' minimum with proper North. Variations from this scale can be approved by LA	• Site plan scale is 1"=60 ft • Detail plans are 1"=30'	Yes	Yes
Owner/Developer Contact Information (LDM 2.a.)	Name, address and telephone number of the owner and developer or association	Provided on landscape plan title bar	Yes	
Project Information (LDM 2.d.)	Name and Address	Provided on landscape plan Sheet L-1	Yes	
Survey information (LDM 2.c.)	Legal description or boundary line survey	Survey and Descriptions on Sheet 2	Yes	
Landscape Architect contact information (LDM 2.b.)	Name, Address and telephone number of RLA/PLA/LLA who created the plan	Allen Design	Yes	
Sealed by LA. (LDM 2.g.)	Requires original signature	Copied seal and signature		<u>Final stamping sets must have live LA signature</u>

Item	Required	Proposed	Meets Code	Comments
Miss Dig Note (800) 482-7171 (LDM.3.a.(8))	Show on all plan sheets	Yes	Yes	
EXISTING CONDITIONS				
Existing plant material Existing woodlands or wetlands (LDM 2.e.(2))	• Show location type and size. • Label to be saved or removed. • Plan shall state if none exists.	• Tree survey and tree charts are provided on Sheets L-4 and L-6 – L-8 • Tree numbers of trees to remain are shown on the landscape plan. • Trees being removed are indicated on the tree chart • Calculations for woodland replacements are provided. • Per the calculations provided, 1725 replacement credits are required, 185 trees will be provided and a contribution to the tree fund for the remaining 1540 trees will be made. • Wetlands are shown on same plan	• Yes • Yes • Yes • Yes • Yes • Yes	1. Additional credits could be planted on the site by utilizing the Reforestation Credit Chart in Section 37-8 of the woodland ordinance. Please consider adding more credits with that option. 2. <u>When selecting woodland replacement species, please remember that only 10% of the trees provided can be evergreens.</u>
Natural Features protection				Please be sure that proper buffers and protection for stream and lake are provided.
Soil type (LDM.2.r.)	As determined by Soils survey of Oakland county	Soils information provided on cover sheet	Yes	
Zoning (LDM 2.f.)	Site: RM-1, OST Proposed: RM-1 with PRO North, East, South: OST West: RM-1,RC	Yes – on location map on Cover Sheet	Yes	
PROPOSED IMPROVEMENTS				

Item	Required	Proposed	Meets Code	Comments
Existing and proposed improvements (LDM 2.e.(4))	Existing and proposed buildings, easements, parking spaces, vehicular use areas, and R.O.W	Landscape plan shows locations of buildings and drives	Yes	
Existing and proposed utilities (LDM 2.e.(4))	Overhead and underground utilities, including hydrants	- Shown on landscape plan - A number of lines (water, storm) are placed such that there is insufficient room between the lines and the curb to plant the required street trees with required spacing	- Yes - No	Please adjust the placement of the utility lines such that the required spacing for street trees can be met (5 feet from lines, 10 feet from structures) can be met.
Proposed topography - 2' contour minimum (LDM 2.e.(1))	Provide proposed contours at 2' interval	- Proposed spot elevations and contours are provided on Grading Plan - Proposed contours are provided on landscape plan	- Yes - Yes	
Clear Zones (LDM 2.e.(5))	25 ft. corner clearance required. Refer to Zoning Sec 5.5.9	Provided	Yes	Please move all trees out of the clear vision zones.
LANDSCAPING REQUIREMENTS				
Berms and ROW Planting				
- All berms shall have a maximum slope of 33%. Gradual slopes are encouraged. Show 1ft. contours - Berm should be located on lot line except in conflict with utilities. - Berms should be constructed with 6" of topsoil.				
Residential Adjacent to Non-residential (Sec 5.5.3.A) & (LDM 1.a)				
Berm requirements (Zoning Sec 5.5.A)	<u>Residential adjacent to OST requires:</u> 4.5-6 foot high landscaped berm with 5 foot wide crest. - Opacity 80% winter, 90% summer.	- No berm is proposed along the north or east sides of the property. - A line of trees is proposed along the east property line, north property line and south of the entry drive. - A vinyl fence is also proposed along the eastern property line.	No	A landscape deviation is required for the lack of the required berm along the north, east and south property lines (along entry drive). - The deviation would be supported by staff if vinyl fencing was added south of the driveway to a point equal to the eastern edge of the parking pay along the entry.

Item	Required	Proposed	Meets Code	Comments
		Dimensioned aerials are provided to show the existing conditions of the proposed buildings in relation to the adjacent property.		
Adjacent to Public Rights-of-Way (Sec 5.5.B) and (LDM 1.b)				
ROW Landscape Screening Requirements Chart (Sec 5.5.3.B. ii) (RM-1)				
Greenbelt width (2)(3) (5)	- Adj to parking: 20 ft - Not adj to parking: 34 ft	397 ft	Yes	
Min. berm crest width	2 ft	No berm is proposed	No	- A landscape deviation is requested to preserve the existing wetland area (113lf/3 trees) and the remaining frontage is too limited to create the required berm - This deviation is supported by staff.
Min. berm height (9)	3 ft	No berm is proposed	No	
3' wall	(4)(7)	No wall is proposed in greenbelt		
Canopy deciduous or large evergreen trees Notes (1) (10)	1 tree per 35 lf (264-113-57)lf/35 = 3 trees	- No trees or berm proposed in natural area to remain 3 trees	No	- A landscape deviation is requested to preserve the existing wetland area (113lf/3 trees) - This deviation is supported by staff. With the deviation, the correct number of trees are provided
Sub-canopy deciduous trees Notes (2)(10)	1 tree per 35 lf (264-113-57)lf/25 = 4 trees	- No trees or berm proposed in natural area to remain 4 trees	No	See above
Canopy deciduous trees in area between sidewalk and curb	1 tree per 35 lf (264-136)/35 = 4 trees	4 trees	Yes	
Multi-Family Residential (Sec 5.5.3.F.ii)				

Item	Required	Proposed	Meets Code	Comments
Building Landscaping (Zoning Sec 5.5.3.E.ii.)	3 deciduous canopy trees or large evergreen trees per dwelling unit on the first floor. 80 units * 3 = 240 trees - Up to 25% of requirement can be subcanopy trees	240 trees	Yes	- On the final site plan, please show the species of the trees. - Multifamily unit trees can be used to meet the parking lot perimeter requirement
Interior Street Landscaping	1 deciduous canopy tree along interior roads for every 35 lf (both sides), excluding driveways, interior roads adjacent to public rights-of-way and parking entry drives. - Trees in boulevard islands do not count toward street tree requirement (4534-1280)/35 = 93 trees	93 trees - Deficient spacing is provided between some of the utility lines and the curb to allow the required street trees	- Yes - No	Please adjust utility lines locations where necessary to allow sufficient space for trees (4 feet behind curb and 5 feet from lines).
Foundation Landscaping	35% of building façades facing road must be landscaped	The standard foundation planting detail indicates that 35%-40% of the units faces will be landscaped	Yes	
Parking Area Landscape Requirements (Zoning Sec 5.5.3.C & LDM 5)				
General requirements (LDM 1.c)	- Clear sight distance within parking islands - No evergreen trees	- Only small parking bays are proposed - Calculations for the parking lot perimeter trees and trees are provided	- Yes - Yes	
Name, type and number of ground cover (LDM 1.c.(5))	As proposed on planting islands	NA	TBD	
General (Zoning Sec 5.5.3.C)				
Parking lot Islands (a, b. i)	- A minimum of 200 SF to qualify 200sf landscape space per tree planted in island. 6" curbs - Islands minimum width	NA	NA	

Item	Required	Proposed	Meets Code	Comments
	10' BOC to BOC			
Curbs and Parking stall reduction (c)	Parking stall can be reduced to 17' with 4" curb adjacent to a sidewalk of minimum 7 ft.	17' parking space with 7' sidewalk	Yes	
Contiguous space limit (i)	Maximum of 15 contiguous spaces	3 and 5 space bays are proposed	Yes	
Parking Lot Perimeter Trees	1 Canopy tree per 35 lf - Sub-canopy trees can be used under overhead utility lines.	Calculations are provided and 7 trees are proposed	Yes	Since the parking is only on one side of the road, only perimeter trees are required, and the requirement can be met with multifamily unit trees.
Parking land banked	NA	None		
Miscellaneous Landscaping Requirements				
Plantings around Fire Hydrant (d)	- No plantings with matured height greater than 12' within 10 ft. of fire hydrants, manholes, catch basins or other utility structures. - Trees should not be planted within 5 feet of underground lines.	- All hydrants and utility lines are shown on the landscape plans. - Insufficient space is provided between some lines and the curb for the required street trees. - Correct spacing is provided for hydrants	Yes/No	1. Please re-align the utility lines as necessary to provide sufficient space for all required trees. 2. Please add trees shall be spaced at least 5 feet from underground utility lines to City of Novi Note #5 on Sheet L-4.
Landscaped area (g)	Areas not dedicated to parking use or driveways exceeding 100 sq. ft. shall be landscaped	NA		
Name, type and number of ground cover (LDM 1.c.(5))	As proposed on planting islands	NA		<u>Please indicate on the Final Site Plans</u>
Snow deposit (LDM.2.q.)	Show leave snow deposit areas on plan in locations where landscaping won't be damaged	A note indicates snow will be deposited along the drives	Yes	
Transformers/Utility boxes (LDM 1.e from 1 through 5)	- A minimum of 2 ft. separation between box and the plants - Ground cover below 4" is allowed up to pad. - No plant materials	No	TBD	1. <u>Please show transformers and other utility boxes when their locations are determined.</u> 2. <u>If box locations are not determined by</u>

Item	Required	Proposed	Meets Code	Comments
	within 8 ft. from the doors			<u>final site plans, add a note to plan stating that all utility boxes are to be landscaped per the detail.</u> 3. <u>Please add an allowance of 10 shrubs per box on the plant list and label as such</u>
Detention/Retention Basin Planting requirements (Sec. 5.5.3.E.iv)	- Clusters of large native shrubs shall cover 70-75% of the basin rim area at 10 ft away from the permanent water line. - Canopy trees must be located at 1 per 35lf of the pond rim 10 feet away from the permanent water level 10" to 14" tall grass along sides of basin - Refer to wetland for basin mix - Include seed mix details on landscape plan	All required detention trees and shrubs are indicated	Yes	1. <u>Woodland replacement trees or multi-family unit trees may be used to meet the detention tree requirement.</u> 2. <u>Please add at least one more tree along the east side of the detention basin to increase shading of the pond.</u>
Phragmites and Japanese Knotweed Control	- Note any locations of Phragmites australis or Japanese Knotweed on the site. - If some is found, add plans for its removal to the plans.	- Phragmites was found in wetlands on the site and located on the plans - Instructions for its removal are provided.	Yes	<u>Please add "and third" after Second Year in the Sequence of Removal for Phragmites notes.</u>
Landscape Notes and Details– Utilize City of Novi Standard Notes				
Plant List (LDM 4) – Include all cost estimates				
Quantities and sizes		No plant list is provided	No	<u>Provide plant list on landscape plans.</u>
Root type		No plant list is provided	No	<u>See above</u>
Botanical and common names	At least 50% of plant species used, not including seed mixes or woodland replacement trees, must be species native	No plant list is provided		<u>See above</u>

Item	Required	Proposed	Meets Code	Comments
	to Michigan. • The non-woodland replacement tree diversity must meet the standards of the Landscape Design Manual section 4.			
Type and amount of lawn		No		<u>Need for final site plan</u>
Cost estimate (LDM 2.t)	For all new plantings, mulch and sod as listed on the plan	No		<u>Need for final site plan</u>
Planting Details/Info (LDM 2.i) – Utilize City of Novi Standard Details				
Canopy Deciduous Tree	Refer to LDM for detail drawings	Yes	Yes	
Evergreen Tree		Yes	Yes	
Shrub		Yes	Yes	
Multi-stem tree		Yes	Yes	
Perennial/ Ground Cover		Yes	Yes	
Tree stakes and guys	Wood stakes, fabric guys.	Yes	Yes	
Cross-Section of Berms (LDM 2.j)				
Slope, height and width	• Label contour lines • Maximum 33% slope • Constructed of loam • 6" top layer of topsoil	Detail is provided	Yes	If no berm is proposed this detail is not necessary.
Type of Ground Cover		Lawn	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	NA		
Walls (LDM 2.k & Zoning Sec 5.5.3.vi)				
Material, height and type of construction footing	Freestanding walls should have brick or stone exterior with masonry or concrete interior	No retaining walls are proposed		
Walls greater than 3 ½ ft. should be designed and sealed by an Engineer		NA		
Notes (LDM 2.i) – Utilize City of Novi Standard Details				
Installation date (LDM 2.I. & Zoning	• Provide intended date • Between Mar 15 – Nov	Between Mar 15 – Nov 15	Yes	

Item	Required	Proposed	Meets Code	Comments
Sec 5.5.5.B)	15			
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		
Plant source (LDM 2.n & LDM 3.a.(2))	Shall be northern nursery grown, No.1 grade.	Yes		
Establishment period (Zoning Sec 5.5.6.B)	2 yr. Guarantee	Yes		
Approval of substitutions. (Zoning Sec 5.5.5.E)	City must approve any substitutions <u>in writing</u> prior to installation.	Yes		
General Landscape Requirements (LDM 3)				
General Conditions (LDM 3.a)	Plant materials shall not be planted within 4 ft. of property line	A note indicates this.	Yes	
Irrigation plan (LDM 2.s.)	A fully automatic irrigation system and a method of draining is required with Final Site Plan	No		<u>Please add irrigation plan or information as to how plants will be watered sufficiently for establishment and long- term survival on the Final Site Plans, not stamping sets.</u> <u>The plan should meet the requirements listed at the end of this chart.</u> <u>If xeriscaping is used, please provide information about plantings included.</u>
Other information (LDM 2.u)	Required by Planning Commission	NA		
Landscape tree credit (LDM11.b.(d))	- Substitutions to landscape standards for preserved canopy trees outside woodlands/ wetlands should be approved by LA. - Refer to Landscape tree Credit Chart in LDM	28 trees are identified for which 79 credits are taken	TBD	See Davey Resource Group review.

Item	Required	Proposed	Meets Code	Comments
Plant Sizes for ROW, Woodland replacement and others (LDM 11.b)	- Canopy Deciduous shall be 3" and sub-canopy deciduous shall be 2.5" caliper. - Refer to LDM section 11.b for more details	No plant list is provided		<u>Include correct sizes on plant list.</u>
Plant size credit (LDM 11.b)	NA	No		
Prohibited Plants (LDM 11.b)	Do not use any plants on the Prohibited Species List	No plant list		
Recommended trees for planting under overhead utilities (LDM 3.e)	Label the distance from the overhead utilities	- Overhead lines on Meadowbrook Road are shown - They do not conflict with proposed trees	Yes	
Collected or Transplanted trees (LDM 3.f)		None		
Nonliving Durable Material: Mulch (LDM 4)	- Trees shall be mulched to 3" depth and shrubs, groundcovers to 2" depth - Specify natural color, finely shredded hardwood bark mulch. - Include in cost estimate. - Refer to section for additional information	Not noted		<u>Include requirements in planting details and landscaping notes.</u>
NOTES: - This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards. - The section of the applicable ordinance or standard is indicated in parenthesis. For the landscape requirements, please see the Zoning Ordinance landscape section 5.5 and the Landscape Design Manual for the appropriate items under the applicable zoning classification. - Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.				

Irrigation System Requirements

- Any booster pump installed to connect the project's irrigation system to an existing irrigation system must be downstream of the RPZ.
- The RPZ must be installed in accordance with the 2015 Michigan Plumbing Code.
- The RPZ must be installed in accordance with the manufacture installation instructions for winterization that includes drain ports and blowout ports.
- The RPZ must be installed a minimum of 12-inches above FINISHED grade.
- Attached is a handout that addresses winterization installation requirements to assist with this.
- A plumbing permit is required.
- The assembly must be tested after installation with results recorded on the City of Novi test report form.

WOODLAND REVIEW



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
2301 Catherine Industrial Dr., Ste. 124
Novi, MI 48375

To: Lindsay Bell, City of Novi Senior Planner
Community Development Department, City of Novi

From: Kerry Gray, Principal Consultant
Davey Resource Group

CC: Barbara McBeth, City of Novi Planner
James Hill, City of Novi Planner
Ian Hogg, City of Novi Planner
Sarah Marchioni, City of Novi Project Coordinator
Rick Meader, City of Novi Landscape Architect
Diana Shanahan, City of Novi Planning Assistant
Douglas Repen, Mannik and Smith Group

Date: August 25, 2023

RE: Elm Creek
Woodland Review #2 - PRO Concept Plan Review – JZ22-28

Davey Resource Group, Inc. (DRG) has conducted a review of the revised PRO Concept Plan for the proposed Elm Creek residential development on Meadowbrook Road just south of 12 Mile Rd (Parcel No. 22-14-200- 043). The plan set prepared by Seiber Keast Lehner (issue date: 06/21/2023), proposes construction of a multi-family townhome development. The site contains City of Novi regulated woodland. DRG reviewed the revised PRO Concept Plan set for conformance with the City of Novi's Woodland Protection Ordinance, Chapter 37 and Woodland Review #1 comments (10/17/2022).

Recommendation: DRG recommends approval of the Elm Creek PRO Plan contingent upon providing the list of woodland replacement species on the final site plan. Please review the Woodland Review Comments for minor plan edits needed and to note the changes in woodland mitigation financial guarantee requirements based on the increased number of regulated woodland trees proposed for removal.

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) & Financial Guarantee (Chapter 26.5-5)	YES
Tree Protection (Fence) (Chapter 37, Section 37-9) & Financial Guarantee (Chapter 26.5-5)	YES
Woodland Conservation Easement (Chapter 37-30 (e))	YES

Woodland Impacts & Replacement Requirements

The Elm Creek PRO Concept plan proposes the disturbance and removal of trees in City of Novi Regulated Woodlands for construction of the multi-family townhomes and associated utilities, and stormwater infrastructure.

The site contains open areas and wetlands with trees and woodlands on the northern and eastern western sides of the property. The trees on site are a mix of bottomland and upland tree species including, eastern cottonwood (*Populus deltoides*), black walnut (*Juglans nigra*), boxelder (*Acer negundo*), black cherry (*Prunus serotina*), sugar maple (*Acer saccharum*), and slippery elm (*Ulmus rubra*). The trees on the site range in size from 8 -30" in diameter with the majority of trees falling between 8 and 20" in diameter)

The plan proposes the removal of 904 regulated woodland trees and impacts to the critical root zone of 67 regulated woodland trees.

The following woodland tree replacements are required:

Tree Size (DBH)	Number of Trees	Ratio Replacement/ Removed Tree	Total Replacements Required
8-11"	339	1	339
12-20"	399	2	798
21-29"	83	3	249
30+"	5	4	20
Multi-Stem	78	Add Stems/8	269
CRZ Impacts (Trees to remain mitigating for impact)	67		129
Total			1,804
Credits for Preserved Non-Regulated Trees Outside of Regulated Woodland			79
Total Replacements (Required Replacements less Credits)			1,725 Trees

The applicant proposed to plant 185 woodland replacements on site and pay into the City of Novi Tree Fund the remaining 1,540 woodland replacement credits.

Woodland Review Comments

1. **A Woodland Use Permit is** required to perform construction on any site containing regulated woodlands. The Woodland Use Permit for this project requires Planning Commission approval.
2. **Woodland Summary (Sheet L-8).** There are 904 regulated trees to be removed and not 903 as stated in the Woodland Summary. Please revise. The mitigation calculations are correct.
3. **Woodland Replacement Species.** The PRO Concept Plan does not include the species to be planted on site for the woodland replacement credits. The final site plan must provide the list of woodland replacement species. All woodland replacement credits must be species native to Michigan.

4. Financial Guarantees

- a. A **woodland fence guarantee of \$6,000** (\$5,000 x 120%) is required per Chapter 26.5-37. The financial guarantee shall be paid prior to issuance of the City of Novi Woodland Use Permit.
 - i. To calculate the woodland fence inspection fees – provide on Sheet L-3 the cost to stake, install and remove the tree protection fencing
- b. A **Woodland Replacement Financial Guarantee of \$74,000** (185 woodland replacement credits x \$400 per credit) is required as part of the Woodland Use Permit fees to ensure planting of on-site Woodland Replacement tree credits.

Based on inspection of the installed on-site Woodland Replacement trees, the Woodland Replacement Financial Guarantee shall be returned to the Applicant. The Applicant is responsible for requesting this inspection. Following acceptance of the planted woodland replacement trees, a 2-year performance bond must be paid to ensure the continued health and survival of the replacement trees (comment 6).

- c. The applicant will be required to pay into the **City of Novi Tree Fund \$616,000** for the 1,540 woodland replacements not planted on site (1,540 woodland replacement credits x \$400/credit).
- d. The applicant shall guarantee trees for two (2) growing seasons after installation and the City's acceptance, per The City's Performance Guarantees Ordinance. A **two-year maintenance bond** in the amount of twenty-five (25) percent of the value of the trees (**\$18,500**), shall be required to ensure the continued health of the trees following acceptance (Chapter 26.5, Section 26.5-37).

Based on a successful inspection 2-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.

5. Woodland Replacement Inspection, Woodland Guarantee Inspection and Conservation Easement information can be found in Woodland Review #1 (dated 10/17/2022)

WETLAND REVIEW



August 28, 2023

Ms. Lindsay Bell
City Planner
Department of Community Development
City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

RE: Elm Creek; JZ22-28
Wetland Review of Revised Planned Rezoning Overlay (rPRO) Plan
MSG Project No. N1030127

Dear Ms. Bell:

The Mannik & Smith Group, Inc. (MSG) reviewed the revised plan set titled *Planned Rezoning Overlay (PRO) Plan* prepared by Seiber Keast Lehner dated June 21, 2023 (rPRO Plan). The project site is located west of Meadowbrook Road and south of Twelve Mile Road in Section 14. The rPRO Plan depicts construction of 17 multi-family residential buildings with roadways and other improvements on an approximately 23.70-acre portion of tax parcel 50-22-14-200-043. The portion of the parcel to be developed is referenced in this letter as the Site (Figure 1).

Published Data

MSG reviewed the City of Novi Wetlands Maps and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Wetlands Map Viewer for the Site. The Site contains City-regulated wetlands, wetlands as identified on National Wetland Inventory (NWI) and Michigan Resource Inventory System (MIRIS) maps, and hydric (wetland) soil (Figures 1 and 2, respectively). NWI and MIRIS wetlands are identified through interpretation of topographic data and aerial photographs by the associated governmental bodies. Hydric soil is mapped by the U.S. Department of Agriculture, Natural Resource Conservation Service.

MSG Wetland Boundary Verification

The rPRO Plan depicts the locations of eight wetlands on the Site that were designated Wetlands A, BEFG, C, H, I, J, K, L, and M, with Wetlands BEFG, C, and L extending beyond the Site limits. MSG visited the Site on December 12, 2021 to verify wetland boundary lines. MSG did not revisit the Site for review of the rPRO Plan. Selected Site photographs from December 12, 2021 are provided at the end of this letter.

The following table provides a brief summary of the Site wetlands and proposed impacts, as depicted in the rPRO Plans.

Wetland	Wetland Area within Site	Wetland Impact Area	Wetland Setback Impact Area	Wetland Type	Regulated by EGLE?*	Essential Wetland?	Mitigation Required by City of Novi?
A	0.09 acre	0.09 acre	0.18 acre	Emergent	No	Yes	Yes
BEFG	1.99 acres	0.07 acre	0.49 acre	Emergent	Yes	Yes	Yes
C	0.44 acre	None	None	Not identified	Yes	Yes	Not applicable

Wetland	Wetland Area within Site	Wetland Impact Area	Wetland Setback Impact Area	Wetland Type	Regulated by EGLE?*	Essential Wetland?	Mitigation Required by City of Novi?
H	0.05 acre	0.01 acre	0.09 acre	Emergent	Yes	Yes	Yes
I	0.01 acre	0.01 acre	0.11 acre	Emergent	No	Yes	Yes
J	0.20 acre	0.20 acre	0.43 acre	Forested	No	Yes	Yes
K	0.09 acre	None	Not identified**	Emergent	No	Yes	Not applicable
L	0.23 acre	0.05 acre	0.43 acre**	Emergent	Yes	Yes	Yes
M	0.03 acre	None	Not identified**	Emergent	No	Yes	Not applicable
Total	3.13 acres	0.43 acre	1.73 acres				

* As identified in the rPRO Plan

** Does not appear to include area impacted by mitigation area construction

According to the rPRO Plan, all proposed wetland impact and wetland setback impact is to be permanent; no temporary impact is proposed. The rPRO Plan identified the total volume of wetland fill as 1,647 cubic yards. **However, the volume of fill in wetland setbacks was not identified.**

Construction of mitigation wetland is proposed immediately adjacent to the delineated boundaries of Wetlands K, L, and M, i.e. within the associated wetland setback areas. **Wetland setback impact areas must include those areas that will be affected by construction of mitigation wetland.**

Permits and Regulatory Status

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). It is MSG's opinion that each of the identified wetlands provide the functional characteristics of storm water storage capacity and/or wildlife habitat, and accordingly they meet the criteria for an essential wetland as noted above.

Some of the delineated wetlands would be regulated by EGLE due to their proximity to (i.e. within 500 feet of) Twelve Oaks Lake, Bishop Creek, or tributaries thereof. EGLE is the final authority of the location and regulatory status of wetlands in Michigan. MSG recommends the client request a pre-application meeting with EGLE to determine the state jurisdictional status and mitigation requirements for each of the Site wetlands.

Based on the information provided, the following wetland-related items appear to be required for this project:

Item	Required/Not Required/Not Applicable
Wetland Use Permit (Non-Minor or Minor)	Required, Non-Minor
Wetland Mitigation	Required
Wetland Buffer Authorization	Required
EGLE Wetland Permit	Required
Wetland Conservation Easement	Likely required

Comments

1. Proposed fill volumes for wetland impacts exceed the 300 cubic yard limit for a minor permit, so a non-minor permit will be required. **Nevertheless, the proposed volume of wetland setback fill/cut must be specified for preparation of the permit documents, including areas affected by mitigation wetland construction.**
2. EGLE typically regulates wetlands within 500 feet of an inland lake, pond, stream, or river or isolated wetlands of 5-acres area or more. Therefore, EGLE jurisdiction applies to some of the Site wetlands and wetland mitigation may be required. The City requires compensatory wetland mitigation for regulated total

- impacts of 0.25-acre and greater; however, EGLE may require it for lesser impacts and typically does for commercial projects.
3. Given that a City Wetland permit cannot be issued for EGLE-regulated wetlands until EGLE has issued a wetland use permit, the applicant is advised both City and EGLE requirements would apply to a mitigation plan, if applicable.
 4. Although the wetland vegetative cover includes non-native species, MSG recommends the applicant incorporate replacement native plantings, including trees and shrubs, in the site plans as well as removal of non-native invasive species.

Please contact the undersigned if you have any questions regarding the matters addressed in this letter.

Sincerely,

The Mannik & Smith Group, Inc.


Keegan Mackin
Environmental Scientist


Douglas Repen, CDT
Environmental Scientist, Project Manager
Certified Storm Water Management Operator

CC: Sarah Marchioni, City of Novi Project Coordinator
Barbara McBeth, City of Novi Planner
James Hill, City of Novi Planner
Ian Hogg, City of Novi Planner
Diana Shanahan, City of Novi Planning Assistant
Rick Meader, City of Novi Landscape Architect
Angela Sonsnowski, City of Novi Bond Coordinator

FIGURES



Figure 1

City of Novi Regulated Wetland & Woodland Map. Approximate tax parcel limits are shown in yellow. Approximate Site boundary is shown in red. Regulated Wetland areas are shown in blue.



Figure 2 | **EGL E Wetlands Viewer Map.** Approximate Site boundary is shown in red.

Wetlands Map Viewer



PHOTOGRAPHS





Photo 1: View of Wetland A, facing west (December 12, 2021).



Photo 2: View of Wetland BEFG, facing west (December 12, 2021).



Photo 3: View of the narrow, northern portion Wetland BEFG, facing south (December 12, 2021).



Photo 4: View of Wetland C, facing southeast (December 12, 2021).



Photo 5: View of Wetland H, facing northwest (December 12, 2021).



Photo 6: View of Wetland I, facing northeast (December 12, 2021).



Photo 7: View of Wetland J, facing east (December 12, 2021).



Photo 8: View of Wetland K, facing south (December 12, 2021).



Photo 9: View of Wetland L, facing west (December 12, 2021).



Photo 10: View of Wetland L/drainage ditch along Meadowbrook Road, facing south (December 12, 2021).



Photo 11: View of Wetland M, facing west (December 12, 2021).

TRAFFIC REVIEW



AECOM
27777 Franklin Road
Southfield
MI, 48034
USA
aecom.com

Project name:
JZ22-38 – Elm Creek PRO Revised Concept
Traffic Review

To:
Barbara McBeth, AICP
City of Novi
45175 10 Mile Road
Novi, Michigan 48375

From:
AECOM

Date:
August 29, 2023

CC:
Lindsay Bell, Humna Anjum, Ben Peacock, Diana
Shanahan, James Hill, Ian Hogg

Memo

Subject: JZ22-38 – Elm Creek PRO Revised Concept Traffic Review

The revised concept site plan was reviewed to the level of detail provided and AECOM recommends **approval** for the applicant to move forward as long as the comments below are addressed to the satisfaction of the City.

GENERAL COMMENTS

1. The applicant, Toll Brothers, is proposing an 80-unit townhome development.
2. The development is located on the west side of Meadowbrook Road, south of Twelve Mile Road. Meadowbrook Road is under the jurisdiction of the City of Novi.
3. The site is zoned OST (Office Service Technology). The applicant is requesting a rezoning to RM-1 (One-Family Residential)
4. The following traffic-related deviations are being requested by the applicant.
 - a. Allow perpendicular parking on a major drive.

TRAFFIC IMPACTS

1. AECOM performed an initial trip generation based on the ITE Trip Generation Manual, 11th Edition, as follows.

ITE Code: 215 (Single-Family Attached Housing)
Development-specific Quantity: 80 Dwelling Units
Zoning Change: OST to RM-1

Trip Generation Summary				
	Estimated Trips	Estimated Peak-Direction Trips	City of Novi Threshold	Above Threshold?
AM Peak-Hour Trips	38	28	100	No
PM Peak-Hour Trips	46	27	100	No
Daily (One-Directional) Trips	576	N/A	750	No

2. The City of Novi generally requires a traffic impact study/statement if the number of trips generated by the proposed development exceeds the City's threshold of more than 750 trips per day or 100 trips per either the AM or PM peak hour, or if the project meets other specified criteria.

Trip Impact Study Recommendation	
Type of Study:	Justification
RTS	Rezoning proposed. The RTS was submitted and reviewed previously.

TRAFFIC REVIEW

The following table identifies the aspects of the plan that were reviewed. Items marked O are listed in the City's Code of Ordinances. Items marked with ZO are listed in the City's Zoning Ordinance. Items marked with ADA are listed in the Americans with Disabilities Act. Items marked with MMUTCD are listed in the Michigan Manual on Uniform Traffic Control Devices.

The values in the 'Compliance' column read as 'met' for plan provision meeting the standard it refers to, 'not met' stands for provision not meeting the standard and 'inconclusive' indicates applicant to provide data or information for review and 'NA' stands for not applicable for subject Project. The 'remarks' column covers any comments reviewer has and/or 'requested/required variance' and 'potential variance'. A potential variance indicates a variance that will be required if modifications are not made or further information provided to show compliance with the standards and ordinances. The applicant should put effort into complying with the standards; the variances should be the last resort after all avenues for complying have been exhausted. Indication of a potential variance does not imply support unless explicitly stated.

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	Item	Proposed	Compliance	Remarks
1	Driveway Radii O Figure IX.3	35'	Met	
2	Driveway Width O Figure IX.3	28'	Met	
3	Driveway Taper O Figure IX.11			
3a	Taper length	-	N/A	
3b	Tangent	-	N/A	
4	Emergency Access O 11-194.a.19	2 access points	Met	
5	Driveway sight distance O Figure VIII-E	500'+ indicated	Met	
6	Driveway spacing			
6a	Same-side O 11.216.d.1.d	212'	Met	
6b	Opposite side O 11.216.d.1.e	820' to 12 Mile Road	Met	
7	External coordination (Road agency)	N/A	N/A	City roadway.
8	External Sidewalk Master Plan & EDM	6'	Met	
9	Sidewalk Ramps EDM 7.4 & R-28-J	Indicated	Met	Include detail in future submittals.
10	Any Other Comments:			

INTERNAL SITE OPERATIONS				
No.	Item	Proposed	Compliance	Remarks
11	Loading zone ZO 5.4	N/A	N/A	
12	Trash receptacle ZO 5.4.4	Curbside pickup	N/A	
13	Emergency Vehicle Access	Turning movements provided	Met	
14	Maneuvering Lane ZO 5.3.2	N/A	N/A	No parking access aisles.
15	End islands ZO 5.3.12			
15a	Adjacent to a travel way	N/A	N/A	No parking access aisles.
15b	Internal to parking bays	N/A	N/A	
16	Parking spaces ZO 5.2.12	11 guest spaces	N/A	Applicant indicated on-street parking is not proposed. See Planning Review letter.
17	Adjacent parking spaces ZO 5.5.3.C.ii.i	N/A	N/A	
18	Parking space length ZO 5.3.2	19'	Met	
19	Parking space Width ZO 5.3.2	9'	Met	
20	Parking space front curb height ZO 5.3.2	6"	Met	
21	Accessible parking – number ADA	1	Met	
22	Accessible parking – size ADA	8' space with 8' aisle	Met	
23	Number of Van-accessible space ADA	1	Met	
24	Bicycle parking			
24a	Requirement ZO 5.16.1	16 spaces	Met	
24b	Location ZO 5.16.1	2 locations	Met	
24c	Clear path from Street ZO 5.16.1	6'	Met	
24d	Height of rack ZO 5.16.5.B	36"	Met	
24e	Other (Covered / Layout) ZO 5.16.1	Indicated	Met	
25	Sidewalk – min 5' wide Master Plan	5'	Met	
26	Sidewalk ramps EDM 7.4 & R-28-J	Indicated	Met	
27	Sidewalk – distance back of curb EDM 7.4	10'	Met	
28	Cul-De-Sac O Figure VIII-F	N/A	-	-
29	EyeBrow O Figure VIII-G	N/A		
30	Minor/Major Drives ZO 5.10	T turnarounds 60' by 25', parking on major drive	Partially Met	Perpendicular parking is not permitted on major drives (Elm Creek Drive). The applicant has requested a deviation.
31	Any Other Comments:			

SIGNING AND STRIPING				
No.	Item	Proposed	Compliance	Remarks
32	Signing: Sizes MMUTCD	Included	Met	
33	Signing table: quantities and sizes	Included	Met	

SIGNING AND STRIPING				
No.	Item	Proposed	Compliance	Remarks
34	Signs 12" x 18" or smaller in size shall be mounted on a galvanized 2 lb. U-channel post MMUTCD	Included	Met	
35	Signs greater than 12" x 18" shall be mounted on a galvanized 3 lb. or greater U-channel post MMUTCD	Included	Met	
36	Sign bottom height of 7' from final grade MMUTCD	Included	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	Included	Met	
38	FHWA Standard Alphabet series used for all sign language MMUTCD	Included	Met	
39	High-Intensity Prismatic (HIP) sheeting to meet FHWA retro-reflectivity MMUTCD	Included	Met	
40	Parking space striping notes	Included	Met	
41	The international symbol for accessibility pavement markings ADA	Included	Met	
42	Crosswalk pavement marking detail	Included	Met	
43	Any Other Comments:	Could add R4-7 (keep right symbol) signs in the island at the entrance.		

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

TRAFFIC IMPACT STUDY REVIEW



AECOM
27777 Franklin Road
Southfield
MI, 48034
USA
aecom.com

Project name:
JZ22-38 – Elm Creek PRO Concept Traffic
Review

To:
Barbara McBeth, AICP
City of Novi
45175 10 Mile Road
Novi, Michigan 48375

From:
AECOM

Date:
October 20, 2022

CC:
Lindsay Bell, Christian Carroll, Humna Anjum

Memo

Subject: JZ22-38 – Elm Creek PRO Concept Traffic Review

The concept site plan was reviewed to the level of detail provided and AECOM recommends **approval** for the applicant to move forward as long as the comments below are addressed to the satisfaction of the City.

GENERAL COMMENTS

1. The applicant, Toll Brothers, is proposing a 68 unit townhome development.
2. The development is located on the west side of Meadowbrook Road, south of Twelve Mile Road. Meadowbrook Road is under the jurisdiction of the City of Novi.
3. The site is zoned OST (Office Service Technology). The applicant is requesting a rezoning to RM-1 (One-Family Residential)
4. The following traffic-related deviations will be required if plans are not changed.
 - a. Parking on major drive for two instances of 3 parking spaces.

TRAFFIC IMPACTS

1. AECOM performed an initial trip generation based on the ITE Trip Generation Manual, 11th Edition, as follows.

ITE Code: 215 (Single-Family Attached Housing)
Development-specific Quantity: 68 Dwelling Units
Zoning Change: OST to RM-1

Trip Generation Summary				
	Estimated Trips	Estimated Peak-Direction Trips	City of Novi Threshold	Above Threshold?
AM Peak-Hour Trips	30	21	100	No
PM Peak-Hour Trips	37	21	100	No
Daily (One-Directional) Trips	468	N/A	750	No

2. The City of Novi generally requires a traffic impact study/statement if the number of trips generated by the proposed development exceeds the City's threshold of more than 750 trips per day or 100 trips per either the AM or PM peak hour, or if the project meets other specified criteria.

Trip Impact Study Recommendation	
Type of Study:	Justification
RTS	Rezoning proposed. The RTS was submitted and is reviewed below..

REZONING TRAFFIC STUDY

- The site is currently zoned Office Service Technology (OST) and is proposed to be rezoned to Low Density Multiple-Family (RM-1) through a PRO.
- The preparer indicates a volume of 10,000 vehicles per day on Meadowbrook Road, as per a 2016 RCOC count.
- The adjacent land use to the immediate west of the project site is zoned RM-1.
- The land uses examined for the OST zoning were General Office building and Medical-Dental Office Building. The maximum allowable density for either for the parcel size would be 202,690 SF, according to the preparer based on similar projects.
 - General Office Building would result in 2,146 trips per day.
 - Medical-Dental Office Building would result in 8,602 trips per day.
 - This size of medical-dental office building is very far out of range for the data in the 11th Edition of the ITE Trip Generation Manual. This value should be treated with caution.
 - A site plan for either of these options was provided in the appendix of the RTS.
- The maximum density for the proposed land use would be 84 dwelling units.
 - This would result in 590 trips per day.
- The difference in trips between the maximum allowed under OST zoning and the proposed PRO is 8,012 trips per day. Even discounting the out-of-range value for the medical-dental office building land use, the general office building land use would result in 1,556 more trips than the proposed RM-1 zoning.
- The zoning change permitted by this proposed PRO is unlikely to negatively impact the traffic system.

TRAFFIC REVIEW

The following table identifies the aspects of the plan that were reviewed. Items marked O are listed in the City's Code of Ordinances. Items marked with ZO are listed in the City's Zoning Ordinance. Items marked with ADA are listed in the Americans with Disabilities Act. Items marked with MMUTCD are listed in the Michigan Manual on Uniform Traffic Control Devices.

The values in the 'Compliance' column read as 'met' for plan provision meeting the standard it refers to, 'not met' stands for provision not meeting the standard and 'inconclusive' indicates applicant to provide data or information for review and 'NA' stands for not applicable for subject Project. The 'remarks' column covers any comments reviewer has and/or 'requested/required variance' and 'potential variance'. A potential variance indicates a variance that will be required if modifications are not made or further information provided to show compliance with the standards and ordinances. The applicant should put effort into complying with the standards; the variances should be the last resort after all avenues for complying have been exhausted. Indication of a potential variance does not imply support unless explicitly stated.

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	Item	Proposed	Compliance	Remarks
1	Driveway Radii O Figure IX.3	35'	Met	
2	Driveway Width O Figure IX.3	28'	Met	
3	Driveway Taper O Figure IX.11			Check if taper is required.
3a	Taper length	50'	Not Met	75' to 100', with 100' as standard.

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	Item	Proposed	Compliance	Remarks
3b	Tangent	50'	Met	Could be reduced to standard of 25'.
4	Emergency Access O 11-194.a.19	1 access point	Not Met	There appears to be an emergency access drive on the south end to a parking lot, but the access is not shown to connect to the parking lot.
5	Driveway sight distance O Figure VIII-E	500'+ indicated	Met	
6	Driveway spacing			
6a	Same-side O 11.216.d.1.d	Not indicated	Inconclusive	If a public street, driveway spacing requirements must be met along Meadowbrook Road
6b	Opposite side O 11.216.d.1.e	Not indicated	Inconclusive	If a public street, driveway spacing requirements must be met along Meadowbrook Road
7	External coordination (Road agency)	N/A	N/A	City roadway.
8	External Sidewalk Master Plan & EDM	6'	Met	
9	Sidewalk Ramps EDM 7.4 & R-28-J	Indicated	Met	Include detail in future submittals.
10	Any Other Comments:			

INTERNAL SITE OPERATIONS				
No.	Item	Proposed	Compliance	Remarks
1	Loading zone ZO 5.4	N/A	N/A	
1	Trash receptacle ZO 5.4.4	Not indicated	N/A	Assumption of typical residential trash collection at each residence.
1	Emergency Vehicle Access	No turning movements	Inconclusive	Provide turning movements to show emergency vehicle access.
1	Maneuvering Lane ZO 5.3.2	N/A	N/A	No parking access aisles.
1	End islands ZO 5.3.12			
1	Adjacent to a travel way	N/A	N/A	No parking access aisles.
1	Internal to parking bays	N/A	N/A	

INTERNAL SITE OPERATIONS				
N o .	Item	Proposed	Compliance	Remarks
16	Parking spaces ZO 5.2.12	N/A	N/A	Applicant should indicate if on-street parking is permitted.
17	Adjacent parking spaces ZO 5.5.3.C.ii.i	N/A	N/A	
18	Parking space length ZO 5.3.2	19' indicated, appears to be misdimensioned	Inconclusive	Indicate parking space length clearly in future submittals. 17' spaces allowed with 4" curb and 2' clear overhang, 19' spaces with 6" curb. Current dimension showing 19' extends some distance onto curb.
19	Parking space Width ZO 5.3.2	9'	Met	
20	Parking space front curb height ZO 5.3.2	Not indicated	Inconclusive	See note 18.
21	Accessible parking – number ADA	1	Met	Van accessible space is currently centrally located to the development. However, there is no accessible parking at the mailboxes. Applicant should consider providing accessible parking at the mailboxes instead or as well.
22	Accessible parking – size ADA	8' space with 8' aisle	Met	
23	Number of Van-accessible space ADA	1	Partially Met	Aisle should be on the passenger side of a vehicle pulled into the space.
24	Bicycle parking			
24a	Requirement ZO 5.16.1	16 spaces	Met	14 required
24b	Location ZO 5.16.1	2 locations	Met	
24c	Clear path from Street ZO 5.16.1	5'	Not Met	6' clear path required from bicycle parking to adjacent facilities.
24d	Height of rack ZO 5.16.5.B	36"	Met	

INTERNAL SITE OPERATIONS				
No.	Item	Proposed	Compliance	Remarks
24	Other (Covered / Layout) ZO 5.16.1	Indicated	Met	
25	Sidewalk – min 5' wide Master Plan	5'	Met	
26	Sidewalk ramps EDM 7.4 & R-28-J	Indicated at intersection	Partially Met	Ramps should be provided by parking spaces as well, especially near ADA parking.
27	Sidewalk – distance back of curb EDM 7.4	10'	Met	
28	Cul-De-Sac O Figure VIII-F	N/A	-	-
29	EyeBrow O Figure VIII-G	N/A		
30	Minor/Major Drives ZO 5.10	T turnarounds 60' by 25', parking on major drive	Partially Met	Perpendicular parking is not permitted on major drives (Elm Creek Drive). The applicant has indicated they are seeking a deviation.
31	Any Other Comments:			

SIGNING AND STRIPING				
No.	Item	Proposed	Compliance	Remarks
32	Signing: Sizes MMUTCD	Included	Met	
33	Signing table: quantities and sizes	Included	Partially Met	Include sizes for the R7-8 and R7-8p signs in table.
34	Signs 12" x 18" or smaller in size shall be mounted on a galvanized 2 lb. U-channel post MMUTCD	Included	Met	
35	Signs greater than 12" x 18" shall be mounted on a galvanized 3 lb. or greater U-channel post MMUTCD	Included	Met	
36	Sign bottom height of 7' from final grade MMUTCD	Included	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	Included	Met	
38	FHWA Standard Alphabet series used for all sign language MMUTCD	Included	Met	
39	High-Intensity Prismatic (HIP) sheeting to meet FHWA retro-reflectivity MMUTCD	Included	Met	
40	Parking space striping notes	Not present	Not Met	

SIGNING AND STRIPING				
No.	Item	Proposed	Compliance	Remarks
41	The international symbol for accessibility pavement markings ADA	Not present	Not Met	
42	Crosswalk pavement marking detail	Included	Met	
43	Any Other Comments:	Could add R4-7 (keep right symbol) signs in the island at the entrance.		

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



Patricia Thompson, EIT
Traffic Engineer



Paula K. Johnson, PE
Senior Transportation Engineer



Saumil Shah, PMP
Project Manager

FAÇADE REVIEW



August 26, 2023

City of Novi Planning Department
45175 W. 10 Mile Rd.
Novi, MI 48375-3024

Attn: Ms. Barb McBeth – Director of Community Development

Re: **FACADE ORDINANCE REVIEW**
Elm Creek, PRO Initial Concept Plan, JZ22-28
Façade Region: 1, Zoning District: **OST to RM-1**

Dear Ms. McBeth:

The following is the Façade Review of the PRO Concept plan for the above referenced project. Our review is based on the drawings provided by Toll Brothers Development, dated 3/27/23. The applicant has provided one example of the building to be used within the project. The percentages of materials proposed are shown in the tables below. The maximum (and minimum) percentages allowed by the Schedule Regulating Façade Materials of Ordinance Section 5.15 are shown in the righthand column. Materials that are in non-compliance, if any, are highlighted in bold.

Example 4-Unit Building	Front	Rear	Left Side	Right Side	Ordinance Maximum (Minimum)
Brick	31%	33%	40%	40%	100% (30% Min)
Vinyl Siding, Board &Batten Pattern	15%	0%	0%	0%	25%
Cement Fiber Siding	4%	21%	50%	50%	50% (Note 11)
Asphalt Shingles	45%	45%	5%	5%	50% (Note 14)
Wood Trim	5%	5%	5%	5%	15%

Section 5.15 The Façade Ordinance - As shown above, all facades are in compliance with the Façade Ordinance. The Vinyl Siding proposed on the front façade is a Board and Batten pattern which qualifies for Patterned / Textured Siding on the Façade Chart. It should be noted that vinyl siding in a lap siding pattern is not permitted.

Section 7.13.2 – Planned Rezoning Overlay - The PRO Ordinance requires that the project “accomplishes the integration of the proposed land development project with the characteristics of the project area in such a manner that results in an enhancement of the project area as compared to the existing zoning that would be unlikely to be achieved, or would not be assured, in the absence of the use of a PRO.” We believe that the requirements of Section 5.15 (above) must be exceeded to achieve compliance with this Section. In this case the proposed façade materials do not significantly exceed the requirements of the Façade Ordinance. Therefore, we believe the facades do not meet the PRO requirements.

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,
DRN & Associates, Architects PC

A handwritten signature in black ink, appearing to read "Douglas R. Necci", written over the printed name below.

Douglas R. Necci, AIA

FIRE REVIEW



August 18, 2023

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
Ian Hogg – Plan Review Center
James Hill – Plan Review Center
Heather Zeigler – Plan Review Center
Diana Shanahan – Planning Assistant

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
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Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
John B. Martin

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief

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

cityofnovi.org

RE: Elm Creek

PSZ# 22-0101

Project Description:

Construct 15 building multi-tenant units off Meadowbrook south of Twelve Mile.

Comments:

- **All** fire hydrants **MUST** be installed and operational prior to any combustible material is brought on site. **IFC 2015 3312.1**
- For new buildings and existing buildings, you **MUST** comply with the International Fire Code Section 510 for Emergency Radio Coverage. This shall be completed by the time the final inspection of the fire alarm and fire suppression permits.
- **What will the secondary access drive be constructed of?**
When the property has limited frontage along external arterials, or topographic conditions on the external arterials reduce sight line distances so that a secondary access point cannot be established which will provide safe ingress and egress, the City shall require access roads for emergency vehicles, where feasible. A secondary access driveway 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. Minimum easement width for secondary access driveways shall be twenty-five (25) feet. A 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 discouraging non-emergency traffic. **(D.C.S. Sec 11-194 (a)(19))**

- **Front page of plans Fire Dept. Notes #3 states 3" high numbers, needs to be 10" high numbers.** 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.)**
- **Is the connection to the south connecting to another water-main?** 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. **There is 916' passed the second connection. (D.C.S. Sec. 11-68(a))**
- Fire hydrant spacing shall be measured as "hose laying distance" from fire apparatus. Hose laying distance is the distance the fire apparatus travels along improved access routes between hydrants or from a hydrant to a structure.
- **Hydrants shall be spaced approximately three hundred (300) feet apart online in commercial, industrial, and multiple-residential areas.** In cases where the buildings within developments are fully fire suppressed, hydrants shall be no more than five hundred (500) feet apart. The spacing of hydrants around commercial and/or industrial developments shall be considered as individual cases where special circumstances exist upon consultation with the fire chief. **(D.C.S. Sec. 11-68 (f)(1)c)**
- Fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the code official. **(International Fire Code 912.2.1)**
- Proximity to hydrant: In any building or structure required to be equipped with a fire department connection, the connection shall be located within one hundred (100) feet of a fire hydrant. **(Fire Prevention Ord. Sec. 15-17 912.2.3)**

Recommendation:

Approved with Conditions

Sincerely,



Kevin S. Pierce-Fire Marshal
City of Novi – Fire Dept.

cc: file

PROJECT NARRATIVE



June 20, 2023

Lindsay Bell, Senior Planner AICP
City of Novi – Planning Division
45175 Ten Mile Road
Novi, MI 48375

Re: Elm Creek by Toll Brothers (fka Meadowbrook Towns), Meadowbrook Road, Planned Rezoning Overlay

Dear Ms. Bell,

Please accept the attached plans as our resubmittal for the proposed rezoning of the 36.68 acre property located along the west side of Meadowbrook Road, south of 12 Mile Road, from OST to RM-1 with a Planned Rezoning Overlay (PRO). The proposed PRO now includes two phases, the first of which includes 80 attached townhome units, on 23.7 acres with associated infrastructure improvements. The second phase of the PRO is conceptual and proposes a maximum density of 5.4 units per acre which is in line with the maximum density for the RM-1 zoning district (assuming three-bedroom units). Additional details, deviations, and setback restrictions regarding phase two are included in the PRO plans.

The townhomes proposed in phase one will be “for sale” with individual owners in each unit. The common areas and exteriors of all units will be managed and maintained by a community homeowners association. The proposed townhomes will range in size between 1800 and 2200 square feet with 2-car front entry garages. The total development cost of phase one of the project is estimated to be approximately \$20 million. The specific details regarding the types of units in phase two would be identified through a PRO Amendment prior to a preliminary site plan submittal for that phase.

While existing commercial uses surround the proposed site, the property remains relatively secluded from those uses as large undisturbed buffers exist adjacent to the existing commercial properties located east, north, and west of the site. The existing natural features, City Woodlands and Wetlands on-site, provide buffers to the existing commercial properties and allow for a residential use to integrate seamlessly with the surrounding area. The first building is also setback approximately 400-feet from Meadowbrook Road which will help to preserve the commercial corridor that currently exists.

The proposed residential use also provides for a much less impactful development. Due to the large amounts of wetlands and woodlands on-site, a commercial use on the property would result in significantly more disturbance to natural features. A conceptual office park layout on the property, given the OST underlying zoning, resulted in 4 additional acres of disturbed area versus the disturbed area proposed in the Elm Creek PRO.



Associated with the PRO rezoning of the property will be several public benefits which would otherwise not be possible under the existing OST zoning designation. First, offsite sidewalk extensions both north and south of the frontage along Meadowbrook Road are proposed to fill sidewalk gaps and provide walkability that doesn’t currently exist. The proposed sidewalk extensions along Meadowbrook Road will include design, construction, and easement acquisition (if necessary). If easements cannot be secured, the 1.5x the cost of the sidewalk will be paid to the City to complete those extensions in the future. Secondly, the proposed site plan allows for the preservation of 7.06 acres of City Woodlands and 3.02 acres of City Wetland on-site that will remain natural in perpetuity. In addition to the natural features that will be preserved, 0.75 acres of wetland mitigation will also be provided by expanding the existing wetlands near Meadowbrook Road. Finally, the proposed site plan includes a nature trail and overlook that will allow future residents to directly benefit from the preserved natural features on-site. The benefits provided above are intended to serve both phases of the PRO.

The RM-1, PRO rezoning proposes several conditions for approval. Those conditions include the preservation of 7.06 acres of City Woodland, 3.02 acres of City Wetlands, and a density not to exceed 3.6 dwelling units per acre (du/ac) in phase one and a density of 5.4 du/ac in phase two for an overall maximum density of 4.75 du/ac. In addition to the conditions outlined above, the PRO plan included with this submittal outlines proposed setbacks, open space, landscaping, and community amenities, all of which will be considered conditions of approval for both phases of the PRO.

As outlined in the PRO ordinance, we are requesting several PRO Zoning Ordinance Deviations. The proposed deviations and their descriptions for phase one are listed below. Proposed deviations for phase two are identified in the PRO plans.

1. Zoning Ordinance (ZO) Section 5.15 – Façade Deviation
- a. Please refer to the ZO Section 5.15 façade deviation request chart below for requested deviations. The deviation chart has also been provided on the architectural elevations shown in the PRO plan.

5.15 Schedule Regulating Façade Materials - RM-1 - Region I							
Model/Elevation	Brick Natural Clay - Minimum 50%		Cordance		Asphalt Shingles - Maximum 50%		1:50%
	Meets	Deviation Req'd	Meets	Deviation Req'd	Meets	Deviation Req'd	
Horton/Neuhaven - Front Elevation	X		X		X		
Horton/Neuhaven - Front Elevation		X-25%	X		X		
Horton - Rear Elevation	X		X		X		
Horton Elm/Devonshire - Front Elevation	X		X		X		
Horton Elm/Neuhaven - Front Elevation	X		X		X		
Horton Elm - Rear Elevation	X		X		X		
Horton Elm/Devonshire - Side Elevation	X		X		X		
Horton Elm/Neuhaven - Side Elevation	X			X-50%	X		
Sanders/Neuhaven - Front Elevation	X		X		X		
Sanders/Neuhaven - Front Elevation		X-25%	X		X		
Sanders - Rear Elevation	X		X		X		
Palmer Elm/Devonshire - Front Elevation	X		X		X		
Palmer Elm/Neuhaven - Front Elevation	X		X		X		
Palmer Elm - Rear Elevation	X		X		X		
Palmer Elm/Devonshire - Side Elevation	X			X-50%	X		
Palmer Elm/Neuhaven - Side Elevation	X			X-50%	X		

2. ZO Section 5.5.3.A.ii – Landscape Berm Screening
- a. A ZO deviation is requested to not provide a 4-foot, 6-inch to 6-foot high landscape berm on a proposed RM-1 district adjacent to an OST district. This deviation is requested due to significant grade changes near property lines, and to preserve existing natural features including City regulated woodlands and wetlands. Steep grade changes,

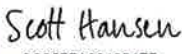


along with proposed site grading near property boundaries, mimic a landscape berm, while maintaining existing vegetation for screening which we believe is an enhancement over a newly planted landscaped berm.

3. ZO Section 5.5.3.B.ii – Right of Way Landscaping
 - a. A deviation to the required street trees and berm along Meadowbrook Road due to the existing wetlands and underground utilities.
4. ZO Section 3.1.7.D – Side and Rear Setback
 - a. A ZO deviation is requested to reduce the side and rear setbacks from 75 feet to 50 along the north, east, and west property lines. The deviation is requested to cluster the buildings in the northern portion of the site while preserving the City Woodlands and Wetlands in the southern portion of the property.
5. ZO Section 3.6.2.B – Setback
 - a. A ZO deviation is requested to reduce the side and rear setbacks from 75 feet to 50 along the north, east, and west property lines. The deviation is requested to cluster the buildings in the northern portion of the site while preserving the City Woodlands and Wetlands in the southern portion of the property.
6. ZO Section 3.8.2.D – Orientation of Buildings to the Property Lines
 - a. A deviation is requested to revise the required orientation of the buildings from 45 degrees to the property line to 90 degrees. This allows for a more uniform site layout with all of the units backing to open space/wooded areas.
7. ZO Section 5.10 – Perpendicular Parking to “Major” Road
 - a. A deviation is requested to allow for perpendicular parking on a major drive. This deviation is requested due to the impracticality of providing a minor road given the site constraints (woodlands, wetlands, property configuration).

Thank you for your consideration of our application and we look forward to working together throughout the RUD process. Should you have any questions, or need any additional information, please feel free to contact me any time via phone at 231-675-0224, or email at shansen@tollbrothers.com.

Sincerely,

DocuSigned by:

3C357FA824924E7...

Scott Hansen, PE
Land Development Director
Toll Brothers, Inc.

APPLICANT RESPONSE LETTERS

October 2, 2023

City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Attention: Lindsay Bell, Senior Planner

**Regarding: JZ22-28 Elm Creek PRO
Revised Initial PRO Concept**

In accordance with the ***Initial PRO Concept Review***, below are the required responses pertaining to issues noted in the various review letters. For your reference, comments requiring corrective action from each review are listed below with Seiber Keast Lehner's ("SKL") responses shown in **blue**.

Planning Review - Dated September 1, 2023

- Non-Motorized Access should be considered to connect to the Twelve Oaks Mall area. **The Twelve Oaks Mall currently does not have an established non-motorized path therefore any work on site and with adjacent landowners would not result in a collective system.**
- Review the requirement for ADA spaces for residential communities. **We will review the required ADA parking requirements and adjust the plan accordingly with our future submittal.**
- Entryway lighting. **We will work with the engineer and DTE to provide location and type of lighting for the entryway with our future submittal.**

Engineering Review - Dated August 31, 2023

- **All comments will be addressed with our Site Plan / Stamping Set submittals.**

Wetland Review - Dated August 28, 2023

- The volume of fill in wetland setbacks was not identified. **This will be added to the plans with our next submittal.**
- Wetland setback impact areas must include those area that will be affected by construction of mitigation wetlands. **This will be added to the plans with our next submittal.**
- The proposed volume of wetland setback fill/cut must be specified for preparation of the permit documents, including areas affected by mitigation wetland construction. **This will be added to the plans with our non-minor permit application.**
- **All other comments will be addressed with our Site Plan submittal.**

Traffic Review - Dated August 29, 2023

- **We are requesting a deviation to allow perpendicular parking on major drives.**

Facade Review - Dated August 26, 2023

- Plans are in compliance with the Facade Ordinance.

Fire Department Review - Dated August 18, 2023

- What will the secondary access drive be constructed of? The access drive will be asphalt pavement.
- Front page of plans Fire Dept. Notes #3 states 3" high numbers, need to be 10" high numbers. The plans will be revised with our next submittal.
- Is the connection to the south connecting to another water main? Yes there will be a water main connection to the south to an existing water main when Phase 2 is constructed.
- All other comments will be addressed with our Site Plan submittal.

Landscape Review - Dated August 25, 2023

- See Allen Design response letter.

Woodland Review - Dated August 25 2023

- See Allen Design response letter.

Sincerely,
Seiber Keast Lehner, Inc.



Jason A. Rickard, PE

September 25, 2023

Mr. Rick Meader, Landscape Architect
City of Novi Community Development
45175 West 10 Mile
Novi, MI 48375

RE: Elm Creek

Dear Mr. Meader:

Below are our responses to your review dated August 25, 2023.

Landscape Comments:

- Fencing will be extended on the south side of the entry drive from the property corner behind building 17 to the eastern parking bay that is located on the north side of the street.
- Alternative types of woodland mitigation will be utilized at the next submission.
- A street tree enlargement will be provided. There is currently 9' from utilities to the back of curb allowing for street tree planting.
- Woodland replacement trees are not used as street trees. This will be better clarified when a detailed landscape plan is submitted.
- An additional canopy tree will be added to the storm water basin.
- Trees will be removed from the clear vision zones.
- The City of Novi utility note #5 will be revised.
- The phragmites removal note will be revised.

Woodland Comments

- The number of regulated trees to be removed will be revised.
- Woodland replacement species will be identified when a detailed landscape plan is submitted.

If you have any questions or comments regarding this response, please contact me at your convenience.

Sincerely,



James C. Allen
Allen Design L.L.C.

PLANNING COMMISSION MINUTES

DECEMBER 7, 2022 EXCERPT

In the matter of Moe's on Ten, JZ22-27, with Zoning Map Amendment 18.738 motion to recommend approval to City Council to rezone the subject property from Local Business (B-1) to General Business (B-3) for the following reasons:

1. The proposed General Business (B-3) Zoning District meets the intent of the 2016 Master Plan for the Community Commercial future land use, and if approved will allow the use to be a legal conforming use as a sit-down restaurant in the General Business zoning district;
2. The Master Plan for Land Use objective to support and strengthen existing businesses is fulfilled by allowing an existing business to continue its use;
3. The Master Plan for Land Use objective to maintain quality architecture and design throughout the City is fulfilled because Moe's on Ten is a long-term, identifiable and unique business in Novi;
4. There will be no negative impact on public utilities as a result of the rezoning request as stated in the Engineering memo, and no anticipated changes to the traffic to the traffic patterns as a result of the rezoning request;
5. A waiver of the Rezoning Traffic Study as the proposed rezoning is not expected to result in additional trips.

ROLL CALL VOTE TO RECOMMEND APPROVAL OF REZONING 18.738 FOR JZ22-27 MOE'S ON TEN TO CITY COUNCIL MADE BY MEMBER BECKER AND SECONDED BY MEMBER DISMONDY.

**Motion to recommend approval of Rezoning 18.738 for JZ22-27 Moe's on Ten to City Council.
*Motion carried 4-0.***

2. ELM CREEK PRO JZ22-28 WITH REZONING 18.737

Public hearing at the request of Toll Brothers, Inc. for initial submittal and eligibility discussion for a Zoning Map amendment from Office Service Technology (OST) and Low-Rise Multiple Family (RM-1) to Low-Rise Multiple Family (RM-1) with a Planned Rezoning Overlay. The subject site is approximately 23.7 acres of a larger 37-acre parcel and is located south of Twelve Mile Road, west of Meadowbrook Road (Section 14). The applicant is proposing to develop a 68-unit multiple-family residential development.

Senior Planner Bell said the applicant is proposing to rezone 23.7 acres south of Twelve Mile Road, on the west side of Meadowbrook Road, utilizing the Planned Rezoning Overlay option. The existing development to the north and east is largely office, with some vacant parcels. The Waltonwood senior living facility is to the west, along with Twelve Oaks Lake.

The current zoning of the property is mostly OST – Office Service Technology, and a portion on the west side is RM-1. The properties to the north, east and south are also zoned OST. The area to the west is RM-1 low rise multiple family.

The Future Land Use Map identifies this property and those around it in blue as Office, R&D and Technology, which is consistent with the current zoning. The area to the west is designated Planned Development 1, which allows for multi-family development.

The natural features map shows there are significant wetland and woodland areas on this property as well as to the north and south. The tree and wetland surveys provided by the applicant confirm these features.

The applicant is proposing to utilize the Planned Rezoning Overlay to rezone the property to RM-1 Low Density Multiple Family. The initial concept plan shows 68 attached townhome units clustered in the northern and eastern areas of the site. All units are two stories tall at average grade. The development is accessed by a private street network with one entrance off Meadowbrook Road.

Rezoning to the RM-1 category requested by the applicant would permit the use proposed. Some of the conditions proposed include:

1. Preservation of 8.75 acres of City regulated woodlands

2. Preservation of 2.8 acres of City regulated wetlands
3. Density shall not exceed 3.6 dwelling units per acre (More limiting than the 5.7 dwelling units per acre allowed in the RM-1 District)
4. Providing a 60-foot-wide access easement to the remaining 14-acre parcel to the south
5. Providing the community amenities shown in the PRO Concept Plan, which includes a walking trail and scenic overlook point

Staff and consultants have identified some significant issues with the proposed rezoning and Concept Plan. First, as discussed in the planning review letter the area proposed to be rezoned is actually a portion of a larger parcel. The remaining 13.6-acre area is "owned" by another entity. But because there was never a formal split of this overall parcel; as far as the City records are concerned this is one roughly 37.11-acre parcel and this separate area doesn't even yet exist. The development is on an area that cannot legally be created as proposed because the remaining piece would not meet the requirements of the zoning ordinance since it is land locked. So clearly there are some legal hurdles that need to be ironed out before a PRO could be approved by Council.

Some other issues identified include questions of compatibility and buffering from the adjacent uses that will remain OST. The applicant has requested a deviation to provide a lesser setback from these developments than would be permitted under the RM-1 standards, which is typically 75 feet, and the applicant is requesting 50 feet. Being adjacent to a residential development can require additional setbacks or other restrictions, which can be an added burden to surrounding non-residential landowners.

Another concern is the wetland impact, which would require wetland mitigation under the City's code. The applicant is not proposing to provide that mitigation, but instead requests a deviation to allow a larger area of existing wetland to be permanently protected by conservation easement. A large number of woodland trees are also proposed for removal, and only a limited number of replacements could fit on-site which means the rest of the credits would be paid into the tree fund.

The façade review notes that the elevations provided have an underage of brick, about 15 percent and the minimum required is 30 percent, and overages of cement fiber siding. As PRO projects are supposed to be an overall benefit we would recommend meeting or exceeding the façade ordinance standards.

The Fire review notes that a secondary emergency access drive is required since there is only one entrance to the site from Meadowbrook Road.

Some of the more positive comments for the proposal are as follows. A residential development may result in smaller wetland and woodland impacts compared to an OST development due to the typical size of buildings and parking needs. The Traffic study notes that the number of residential units proposed would likely result in fewer vehicle trips compared to an OST development. The applicant has also proposed to construct off-site sidewalk segments on properties to the north and south along Meadowbrook Road, which would fill gaps in the City's sidewalk network.

The adopted revisions to the Planned Rezoning Overlay ordinance, regarding the updated process and requirements were reviewed. Under the terms of the new ordinance, the Planning Commission will not make a formal recommendation to City Council at this meeting. Instead, the first public hearing is an opportunity for the members of the Planning Commission to hear public comment, and to review and comment on whether the project meets the requirements of eligibility for Planned Rezoning Overlay proposal.

In summary, in order to be eligible, the applicant must propose clearly identified site-specific conditions relating to the proposed improvements that:

- (1) are more strict or limiting than the regulations that would apply under the proposed new zoning district (in this case the RM-1 District regulations), and
- (2) constitute an overall benefit to the public that outweighs any material detriments or that could not otherwise be accomplished without the proposed rezoning.

Following the Planning Commission public hearing, the project would then go to City Council for its review and comment on the eligibility.

After this initial round of comments by the public bodies, the applicant may choose to make any changes, additions or deletions to the proposal based on the feedback received. The subsequent submittal would then be reviewed by City staff and consultants, and then the project would be scheduled for a 2nd public hearing before the Planning Commission. Following this 2nd public hearing the Planning Commission would make a recommendation for approval or denial to City Council.

To summarize, tonight the Planning Commission is asked to hold the public hearing, and to review and comment on the proposed rezoning. Planning Commission members may offer feedback for the applicant to consider that would be an enhancement to the project and surrounding area, including suggesting site-specific conditions, revisions to the plans or the deviations requested, and other impressions.

The applicant Scott Hansen from Toll Brothers, as well as engineer Jason Emerine from Sieber Keast Lehner are present representing the project. Staff and our Wetland consultant are available to answer any questions.

Acting Chair Avdoulos invited the applicant to address the Planning Commission.

Scott Hansen, Senior Land Development Manager from Toll Brothers, made a brief presentation on Elm Creek and welcomed feedback. After we received Staff's written comments, some changes have been made to the plan. Mr. Hansen requested actionable feedback to incorporate into the revised plans for the next meeting. The revised site plan, due to the property having two owners, proposes all roads on site be public and they would provide public road access to the southern parcel. That would bring compliance with the land division requirement. A looping walking path was added in response to Staff's comments on open space. A wetland mitigation deviation was initially proposed, which came down to the fact the site is predominantly woodlands. The applicant did not want to cut down city woodlands to put in wetland mitigation but looking back they identified an area on the site where there is space, and the soils are good to where they can support a wetland mitigation basin and plan to incorporate that in their future submittal. The front and side architecture were revised to meet or exceed city ordinance and the applicant would now only ask for one deviation on the rear of the units. In regard to the concern with buffering, units were clustered to avoid the woodlands as much as possible. Along the south property line, the applicant is proposing to add 41 evergreen trees to increase screening, as well as a fence along a portion of the eastern property line. The applicant is willing to waive their requirement on adjacent parcels if that is possible with their PRO agreement so there is no negative impact to any existing commercial or future commercial uses next door. In regard to Staff comments on sustainable design, all homes include EV charging station ready garages, 2x6 framing with higher efficiency insulation, and energy star rated appliances. The woodland and wetland preservation totals just under 10 acres on this site, which the applicant feels is a major benefit to the city and ultimately to the residents. As other uses on this site would have different impact, the applicant feels they have done a good job at trying to maintain as much of the natural features as possible. In addition, regarding the proposed extension of the road to the south, the applicant is proposing to add 11 units so the density would increase slightly with unit count going from 68 to 79. Mr. Hansen concluded by saying he looks forward to any feedback and their goal is to get actionable feedback that can be incorporated into the plan.

Acting Chair Avdoulos invited members of the audience who wished to participate in the public hearing to approach the podium.

Paul Hatcher, 27333 Meadowbrook Road, stated he is about 4 parcels south of the entrance for the proposed development. Mr. Hatcher sent an email to City Planner McBeth earlier in the week with his viewpoint and relayed his concern with putting residential into what was clearly planned to be office, service, technology type uses specifically the part that goes out to Meadowbrook Road and the three buildings on that entry drive. Mr. Hatcher does not have an issue with residential being

behind or to the west of the parcels that front on Meadowbrook Road, but is not in favor of putting residential between the OST zoning and the uses already there. Mr. Hatcher purchased his property 16-17 years ago with the intention that he would be surrounded by other businesses like his, offices or business service technology businesses. Mr. Hatcher reiterated he is not in favor of what he sees in terms of the portion of the proposal that heads out to Meadowbrook.

Steve Carey, who was representing the National Truck Equipment Association, which is a trade organization currently headquartered in Farmington Hills stated that he is the parcel owner at 27421 Meadowbrook Road. The parcel is a five-acre undeveloped parcel that sits at the southeastern corner of the proposed development. They purchased this land approximately two years ago, with the intention of relocating their headquarters to this site. One concern about the proposed project is on the southeastern corner where there are multiple designated wetlands across multiple parcel boundaries at that point. A second concern would be any type of change to setback requirements which may limit their development plans for the site.

Seeing that nobody else wished to speak, Acting Chair Avdoulos asked Member Becker to note the correspondence received for this public hearing.

Member Becker noted that two letters were received, one from Paul Hatcher and one from Steve Carey, who we just heard from, restating what they had sent in.

Acting Chair Avdoulos closed the public hearing and turned it over to the Planning Commission.

Member Becker asked Staff for clarification on the number of off-street parking spaces that are in the plan as high density residences need a plan for parking for guests and gatherings. Senior Planner Bell relayed on the initial plan reviewed, three parking spaces were shown near the bank of mailboxes, another three spaces near the entrance off Meadowbrook and three on the southern road. It looked like the applicant added a few more into what they may bring as a revised plan.

Member Becker expressed concern that there is no second access, or emergency vehicle access, for the 18 units with 79 residences. Another concern is it creates a land locked parcel to the south. Even if they allow for both employees and trucks to service the development to the south, which will probably still be OST or ORDT, it is not a great idea to have that much supplemental traffic through a residential area.

Member Becker noted that the applicant stated in their November 30th letter that this residential development inside an OST zone is justified because their residential units are validated by serving an underserved market. However no factual information was provided to indicate that the potential residents of this development are underserved with other types of residences available. The applicants provided a narrative that the subject property is difficult to develop using the existing zoning and notes that some market challenges may restrict office development of the property as master planned. There is no evidence provided that the land use would be hampered to develop as outlined in our Master Plan and Future Land Use. The city's Master Plan, including the Future Land Use plan is meant to be a thoughtful guide as to how the City is developed, any significant changes to this plan represent a precedent to future developers to also ask that our Master Plan be set aside for a reason that is temporary and likely limited in time, such as current market challenges. There are certainly times when the City must thoughtfully decide to amend or reconfigure the Master Plan and Future Land Use Plan based on important and relevant changes in the needs of the city, it's residents and commercial businesses. Member Becker's opinion is that this request falls far short of being important, relevant, and justified to set it as a precedent.

Member Dismondy stated that he disagrees with his colleague in the fact that it is a very challenging parcel due to the wetlands and that the adjacent properties around the lake are residential, it makes sense because a bigger footprint industrial or office building would work there, but it would be less intrusive to have these smaller footprint dwellings here, if done properly. There is a lot to iron out there, buffering, ingress and egress. Member Dismondy inquired if there has been any conversation to tie into the adjacent property for ingress or egress off Twelve Mile Road. Senior Planner Bell responded

she is not aware if the applicant has approached the parcel owner for that.

Mr. Hansen indicated there is an existing easement in that area to allow for access, but did not think it was clear by the fire review that a secondary access was necessary. The International Fire Code says only a single entrance is needed if there are less than 99 attached units, so they feel they meet the fire code, but are willing to have that conversation with the Fire Marshall to determine what is required. If an emergency access out to the west is required by the Fire Department, the applicant will comply with that requirement.

Member Dismondy also relayed he can understand how existing OST users along Meadowbrook would be disappointed to see residential units in between office buildings. He thinks the ingress off of Meadowbrook should be along the lines of the development off of Wixom Road, across from Catholic Central, where it's not apparent it is a residential area apart from the signage. Member Dismondy concluded that he thinks the applicant is trying to make a nice development out of a challenging piece of property.

Member Roney looked at the Future Land Use and it does look like a place where you could put an office park. It seems laid out the right way for it with the entrance off of Meadowbrook, but as he read in the packet, we have not seen any proposals for anything like that in the past decade. Certainly the landowners have a right to develop their property, what makes it feasible is that there is residential to the west. It could work if it is done right, but Member Roney has concerns with buffering and setback. The setback of 50 feet for office is acceptable, but for residential it's 75 feet. A homeowner may have concerns with the absence of 25 feet. Concerns about the wetlands could be mitigated by having the setback further back. Member Roney is very appreciative of the new proposal concept presented tonight because it addressed a lot of issues in the packet, it could be made to work but still has more work to get there.

Acting Chair Avdoulos can see where the concept is coming from with the existing residential developments to the west. This proposal continues with the residential use that heads east, but doesn't feel like a compatible use with the way this is zoned as OST. It's not acting as any kind of transitional area that we typically see when we have residential adjacent to business. The fact that it's not zoned residential would make it one flag of residential along that strip that is zoned as OST. Another concern is that if we do this, and with the residential along Twelve Oaks Lake, there may be the desire to create residential all the way around the lake with other properties coming up, then we've got a mix of residential with OST. This could mean those who purchase property to develop it as OST could have hardships with residences there first. Member Avdoulos can appreciate the applicant in trying to utilize a difficult piece of property geometrically, but feels it is out of place or if it is going to be developed, the front section should be just an entrance without any residences there in order to make it work for future OST project applicants. Member Avdoulos asked Senior Planner Bell and City Planner McBeth if they were aware if the properties to the south are developable. Senior Planner Bell replied that we haven't seen any recent surveys but there are a lot of wet areas that go through there, so she is not certain.

Mr. Hansen added that the parcels to the south are also extremely challenging. As background, this property was previously used mainly as a dump site for the mall excavation, so the property has really poor soils. The applicant does not feel that it will ever be developed as office or industrial due to the poor soil, referring to the bigger footprint needed that requires extreme foundation conditions or extreme excavation. Residential uses are easier to do in those types of conditions, which is also why the applicant has everything clustered towards the north and east due to the soil there being less impacted by the historical fills. Moving further south there is a ravine, a small wetland with a creek that runs between, just south of the applicant's property line. The ravine has about a 20-foot drop, so getting across that ravine is going to be extremely challenging for the southern parcel. They actually have access through an easement from Oliver Hatcher as well. While not impossible to improve the property to the south, the applicant looked at it as part of this project and from a cost perspective any development on that southern parcel will be challenging. The applicant feels residential is doable, but commercial use will be tough from a woodland and access perspective.

Acting Chair Avdoulos expressed the concern that going down Meadowbrook, which is set up as an office type corridor, then having a wedge of residential there doesn't make sense.

Mr. Hansen inquired if Acting Chair Avdoulos sees an avenue forward for residential that he would support. Acting Chair Avdoulos replied looking at an entrance off Meadowbrook but not having development there would make better sense as he can see it being in harmony with the residential around the lake. Mr. Hansen said he appreciates the feedback and will go back to the drawing board to try to address the comments given.

This agenda item was discussed, but a motion on the item was not required.

MATTERS FOR CONSIDERATION

1. APPROVAL OF THE NOVEMBER 9, 2022 PLANNING COMMISSION MINUTES

Motion made by Member Dismondy and seconded by Member Becker.

ROLL CALL VOTE TO APPROVE THE NOVEMBER 9, 2022 PLANNING COMMISSION MINUTES WAS MADE BY MEMBER DISMONDY AND SECONDED BY MEMBER BECKER.

Motion to approve the November 9, 2022 Planning Commission minutes. Motion carried 4-0.

CONSENT AGENDA REMOVALS FOR COMMISSION ACTION

There were no consent agenda items.

SUPPLEMENTAL ISSUES/TRAINING UPDATES

There were no supplemental issues/training updates.

AUDIENCE PARTICIPATION

Acting Chair Avdoulos invited members of the audience who wished to address the Planning Commission during the final audience participation to come forward. Seeing that nobody wished to participate, Acting Chair Avdoulos closed the final public participation.

Acting Chair Avdoulos noted this is the last Planning Commission meeting of the year. He would like to thank all the Planning Commissioners for everything they've done. This has been a transitional year, going from a Zoom format to a live format. He appreciates the City and the Staff and all that they have done to keep things moving and making sure our developers and applicants, who have put a lot of time and effort in to make this a great city, are able to do that. Thank you to City Planner McBeth and her staff and to City Attorney Saarela.

ADJOURNMENT

Motion to adjourn made by Member Becker.

VOICE VOTE ON THE MOTION TO ADJOURN MADE BY MEMBER BECKER.

Motion to adjourn the December 7, 2022 Planning Commission meeting. Motion carried 4-0.

The meeting adjourned at 7:52 PM.

PLANNING COMMISSION MINUTES

OCTOBER 11, 2023 EXCERPT



PLANNING COMMISSION MINUTES

CITY OF NOVI
Regular Meeting

October 11, 2023 7:00 PM

Council Chambers | Novi Civic Center
45175 Ten Mile Road, Novi, MI 48375 (248) 347-0475

CALL TO ORDER

The meeting was called to order at 7:00 PM.

ROLL CALL

Present: Member Avdoulos (Acting Chair), Member Becker, Member Dismondy, Member Lynch, Member Roney, Member Verma

Absent Excused: Chair Pehrson

Staff: Lindsay Bell, Senior Planner; Beth Saarela, City Attorney; James Hill, Planner; Rick Meader, Landscape Architect; Adam Yako, Plan Review Engineer

PLEDGE OF ALLEGIANCE

Member Roney led the meeting attendees in the recitation of the Pledge of Allegiance.

APPROVAL OF AGENDA

Motion made by Member Lynch and seconded by Member Becker to approve the October 11, 2023 Planning Commission Agenda.

VOICE VOTE ON MOTION TO APPROVE THE OCTOBER 11, 2023 PLANNING COMMISSION AGENDA MOVED BY MEMBER LYNCH AND SECONDED BY MEMBER BECKER.

Motion carried 6-0.

AUDIENCE PARTICIPATION

Acting Chair Avdoulos invited members of the audience who wished to address the Planning Commission during the first audience participation to come forward.

Mike Duchesneau, 1191 South Lake Drive, relayed Monday's City Council meeting agenda has a nice thirty-one page package on older adults, their needs, and the trends as far as Senior Citizens and the growth in the City of Novi. For anybody or any developer that hasn't seen that, it's noteworthy.

There is also a video recording available of the City Council meeting and near the end of the video, there are some interesting comments from the Council members as to what the older adults need.

We need more developments in Novi that are ranch style or all the housing needs, as in a studio, are on the first floor. We really haven't seen that in Novi. We always seem to get bigger, better houses. Mr. Duchesneau would recommend that anybody that has not read the Older Adults Needs Committee report or seen the Council meeting video should do so.

Seeing no one else, Acting Chair Avdoulos closed the first public participation.

CORRESPONDENCE

There was not any correspondence.

COMMITTEE REPORTS

There were no Committee Reports.

CITY PLANNER REPORT

There was no City Planner Report.

CONSENT AGENDA - REMOVALS AND APPROVALS

1. ARMENIAN CULTURAL CENTER JSP17-37

Approval of the request of Zeimet Wozniak & Associates, on behalf of the Armenian Community Center of Greater Detroit, for the one-year extension of the Final Site Plan and Special Land Use approval. The subject property is located in section 12, on the north side of Twelve Mile Road and east of Meadowbrook Road, in residential acreage (RA) zoning district. The project area is approximately 19.30 acres. A revised Special Land Use Permit was granted by the Planning Commission on October 14, 2020 to permit a Place of Worship, a daycare in a residential district, and a proposed Armenian Genocide Memorial structure within the courtyard.

Motion to approve JSP17-37 Armenian Cultural Center one-year extension of the Final Site Plan and Special Land Use approval made by Member Lynch and seconded by Member Verma.

In the matter of JSP17-37 Armenian Cultural Center, motion to approve the one-year extension of Final Site Plan and Special Land Use approval.

ROLL CALL VOTE TO APPROVE JSP17-37 ARMENIAN CULTURAL CENTER ONE YEAR EXTENSION OF THE FINAL SITE PLAN AND SPECIAL LAND USE APPROVAL MOVED BY MEMBER LYNCH AND SECONDED BY MEMBER VERMA.

Motion carried 6-0.

PUBLIC HEARINGS

1. ELM CREEK PRO JZ22-28 WITH REZONING 18.737

Public hearing at the request of Toll Brothers, Inc. for revised initial submittal and eligibility discussion for a Zoning Map amendment from Office Service Technology (OST) and Low-Rise Multiple Family (RM-1) to Low-Rise Multiple Family (RM-1) with a Planned Rezoning Overlay. The subject site is approximately 37-acres and is located south of Twelve Mile Road, west of Meadowbrook Road (Section 14). The applicant is proposing to develop a two-phase 134-unit multiple-family townhome development.

Planner Lindsay Bell relayed the applicant is proposing to rezone about 37 acres south of Twelve Mile Road, on the west side of Meadowbrook Road, utilizing the Planned Rezoning Overlay option. The existing development to the north and east is largely office, with some vacant parcels. The Waltonwood senior living facility is to the west, along with Twelve Oaks Lake.

The current zoning of the property is mostly OST – Office Service Technology, and a portion on the west side is RM-1. The properties to the north, east and south are also zoned OST. The area to the west is RM-1 low rise multiple family.

The Future Land Use Map identifies this property and those around it as Office, R&D and Technology, which is consistent with the current zoning. The area to the west is designated Planned Development 1, which allows for multi-family development.

The natural features map shows significant wetland and woodland areas on this property as well as to the north and south. The tree and wetland surveys provided by the applicant confirm these features.

The Planning Commission reviewed the original request for this property in December 2022. Based on feedback received from Staff and the Planning Commission, the applicant has revised their PRO Plan to

include the entire parcel, rather than just the northern portion. This also means that Singh Development, who controls the southern portion of the parcel, is now a party to the PRO process. Their portion of the property is shown as Phase 2 of the project and lacks many of the details provided for Phase 1. For instance, there is no topographic survey of that area, no wetland delineations, no woodland tree surveys, or detailed development plans provided for Phase 2.

The applicant is proposing to utilize the Planned Rezoning Overlay (PRO) to rezone the whole property to RM-1 Low Density Multiple Family. The revised initial PRO plan shows a total of 114 attached townhome units between the 2 phases, clustered along two public roads. However, the requested conditions would permit up to 20 additional units in Phase 2, for a total of 134 units. All units will comply with height limits of the RM-1 District.

The development is accessed by one entrance off Meadowbrook Road. A secondary emergency access drive has been added to connect along the northwest portion of the parcel to the existing emergency access route that connects Waltonwood to the DMC property. Another emergency access route is shown for Phase 2 that would connect to the existing stub road on the Oliver Hatcher property.

Rezoning to the RM-1 category would permit the use proposed, however the multifamily zoning is not in compliance with the current Master Plan designation as Office Research Development and Technology. The current update to the Master Plan is under review, and the land use designation for this area may change.

The public benefits offered are virtually the same as what was proposed originally, so it appears no new benefits are offered with the additional land area included. Some of the conditions proposed include:

1. Preservation of 7.06 acres of City regulated woodlands.
2. Preservation of about 3 acres of City regulated wetlands.
3. Overall density shall not exceed 4.75 dwelling units per acre (More limiting than the 5.4 dwelling units per acre allowed in the RM-1 District).
4. Providing the community amenities shown in the PRO Concept Plan, which includes a walking trail and scenic overlook point in Phase 1. Another walking trail is shown in Phase 2.
5. The applicant has also proposed to provide the off-site sidewalk segments on properties to the north and south along Meadowbrook Road – a total of 314 feet, which would fill gaps in the City's sidewalk network.

Staff and consultants have identified some issues with the proposed rezoning and PRO Plan. First, as discussed in the planning review letter, the Phase 2 area is lacking details for both existing conditions and future development. The details that are provided don't exactly match up with the conditions proposed. The conceptual layout shows 34 units, but the request is for up to 54 units, or 5.4 dwellings per net site area, which is the maximum density allowed for 3-bedroom units in the RM-1 District. Usable open space is not quantified but would be expected to meet the ordinance requirements if they were to come in for site plan approval.

Some other issues identified include questions of compatibility and buffering from the adjacent uses that will remain OST. The applicant has requested a deviation to provide a lesser setback from these developments than would be permitted under the RM-1 standards. An 8' vinyl fence is proposed where the units on the east side of the road back up to parcels zoned OST. Being adjacent to a residential development can require additional setbacks or other restrictions on those property owners, which can be an added burden to surrounding non-residential landowners.

The wetland impacts for Phase 1 have been reduced with this revised layout, which moved some of the units further back from Meadowbrook Road, which was recommended by the Planning Commission last December. The mitigation area is now between three smaller wetlands, so essentially those would become one big wetland.

Many woodland trees are also proposed for removal, and only a limited number of replacements can fit on-site which means the rest of the credits would be paid into the tree fund for Phase 1 at least, because we don't know the impacts for Phase 2.

The façade review notes that the elevations provided are now in conformance with the minimum standards of the ordinance. As PRO projects are supposed to be an overall enhancement to the area, we would recommend exceeding the façade ordinance standards. Staff has also recommended additional landscape screening along the south of the entry drive and a non-motorized connection along the northern emergency access road to connect to the Twelve Oaks area. The anticipated Griffin Novi development would provide sidewalks to the mall area to connect to.

A residential development will likely result in smaller wetland and woodland impacts compared to an OST development due to the typical size of buildings and parking needs. OST permitted uses include offices, research & development, data processing, and hotels, which all have a larger footprint than the RM-1 uses proposed. The traffic study notes that the number of residential units proposed would likely result in fewer vehicle trips compared to an OST development. There are relatively few deviations from Ordinance requirements requested by the applicant.

Under the terms of the new Planned Rezoning ordinance, the Planning Commission will not make a formal recommendation to City Council at this meeting. Instead, the initial Public Hearing is an opportunity for the members of the Planning Commission to hear public comment, and to review and comment on whether the project meets the requirements of eligibility for a Planned Rezoning Overlay proposal.

Following the Planning Commission public hearing, the project would then go to City Council for its review and comment on the eligibility.

After this initial round of comments by the public bodies, the applicant may choose to make any changes, additions or deletions to the proposal based on the feedback received. The subsequent submittal would then be reviewed by City staff and consultants, and then the project would be scheduled for another public hearing before the Planning Commission. Following this Public Hearing on the formal PRO Plan, the Planning Commission would make a recommendation for approval or denial to City Council.

The Planning Commission is asked to hold the public hearing, and review and comment on the proposed rezoning. Planning Commission members may offer feedback for the applicant to consider that would be an enhancement to the project and surrounding area, including suggesting site-specific conditions, revisions to the plans or the deviations requested, and other impressions.

The applicant Scott Hansen from Toll Brothers, as well as engineer Jason Rickard from Sieber Keast Lehner are representing the project tonight. Staff is also available to answer any questions.

Acting Chair Avdoulos invited the applicant to address the Planning Commission.

Scott Hansen, with Toll Brothers, relayed that Senior Planner Bell covered many of the relevant points, but he would like to highlight two real key points based on the feedback received last December. One point was maintaining Meadowbrook Road as a commercial corridor. To try to achieve that two buildings were eliminated, basically increasing the setback from Meadowbrook Road from about 100 feet to 400 feet to the first unit. The only thing visible coming down Meadowbrook Road will be an entrance, which will help maintain that commercial character.

The other main comment or piece of feedback was regarding the OST zoning remaining on the southern portion of the parcel. That portion is now incorporated into the PRO. The goal was to provide as much flexibility for Singh to come in in the future and put their own product on that portion of the site. It is conceptual at this point, but any deviations requested from a PRO perspective would go back through the process for a PRO amendment, which would come to the Planning Commission for approval. If Singh decided to go with this plan, it would go in for preliminary site plan review, which would also come to the Planning Commission for approval.

Mr. Hansen relayed those are the main two points he wanted to touch on. He is available to answer any questions and looks forward to feedback.

Acting Chair Avdoulos opened the Public Hearing and invited members of the audience who wished to participate to approach the podium.

Paul Hatcher, 27333 Meadowbrook Road, the Oliver Hatcher building, relayed he was at the Planning Commission meeting in December of last year and voiced concern. He appreciates Toll Brothers removing some of the previously shown buildings that were closer to Meadowbrook Road. Mr. Hatcher's request last December and tonight is that the buildings that are in the parcel inside or east of the west property line of his property, and the properties to the north and south of his property, are eliminated or pushed back even further.

When Mr. Hatcher bought his parcel and built 17 years ago, the intention was for the whole area to be OST, however he does not have an issue with the residential buildings behind his property. He has been on the property, and it doesn't appear there are really many OST type uses that would be compatible with the property with all the wetlands and woodlands. Residential is a good use for it, but Mr. Hatcher requests that the Planning Commission consider asking for the units he identified earlier to be eliminated.

Mike Duchesneau, 1191 South Lake Drive, relayed that this is not a solid concept plan. The applicant does not own or control the Phase 2 property and that is a major issue. The Phase 2 property is landlocked and needs to be part of a total development.

The applicant is asking for 80 units in Phase 1 and 54 units in Phase 2. The concept plan shows only 34 units, not the 54 that they're asking for. The applicant is asking for setback variances for these 54 imaginary units. Traffic information supplied was based on 80 units, not the 134 requested. Based on daily trips for the total development, a traffic study will be required to determine if an acceleration/deceleration lane is needed on Meadowbrook.

On the positive side, both Toll Brothers and Singh are known to be high quality builders in Novi. The homes are for sale and not for rent and as a longtime resident Mr. Duchesneau likes that.

Traffic on Meadowbrook would be significantly less than under the OST zoning. The surrounding properties are predominantly developed, and minimal adverse impacts would result from the residential development in this location. New home buyers would know what's behind them or near them.

The Toll Brothers proposal consists of two types of homes. The end units have a nice first floor layout including a primary bedroom. A person could easily age in place in these units if the developer includes other senior friendly amenities.

The center units have all the bedrooms on the second floor. This development could consist primarily of two-family buildings with only the first-floor layout end units. The two-family buildings could have smaller side yard setbacks, 20 feet total between the buildings as in the RT Two-Family Residential zoning district, which is hardly ever used. Mr. Duchesneau does not know of an RT Two-Family development in Novi.

Some of the three or four unit buildings could be allowed to have 30 foot side yard setbacks. The five unit clusters should meet the 35 foot side yard setbacks per RM-1. There's no logical reason for reducing the setbacks for these clusters of buildings. There are concerns about not meeting the 75 foot rear yard setbacks of RM-1. There are many areas, such as to the north where there are large trees, or to the west where there are wetlands, that would make sense to have smaller setbacks.

There is a much-needed senior friendly multifamily development option that should be available under a PRO, but this is not currently the proposal. Some of the interior units should be designed to include everything on the first floor, including a bedroom. It might mean that that these units don't have a 2-car garage, but then this could be proposed as a senior development PRO.

One of the Council members stated at the Monday Council meeting that the only reason he would consider leaving Novi was to be near his grandkids. This kind of facility with the end units and perhaps a smaller one-story middle unit would accommodate seniors and their families very well. Mr. Duchesneau has multiple instances where he knows of people who want to be near their family, especially grandkids.

Seeing no other audience members who wished to speak, Acting Chair Avdoulos asked Member Lynch to read into the record the correspondence received. Member Lynch relayed Stephen Carey, 27421 Meadowbrook Road, is opposed to the expansion of the development into the southern portion of the parcel relating to wetlands and has concern regarding Meadowbrook Road congestion due to the community's one access point.

Acting Chair Avdoulos closed the Public Hearing and turned the matter over to the Planning Commission for consideration.

Member Lynch relayed that residential use in this area is probably more appropriate than OST. Member Lynch inquired as to what the adverse impact could be to adjacent non-residential property owners.

Senior Planner Bell responded that for some uses, when they abut a residential district, there are sometimes additional set back requirements or use restrictions on those parcels.

Member Lynch inquired as to whether the applicant intends to offer an elevator option for the interior units. Mr. Rickard responded no.

Member Lynch relayed that if this moves forward to City Council, it would be good to prepare an analysis that quantifies the reduction in woodland/wetland impact versus OST zoning. Mr. Rickard responded that an analysis was run, and it was estimated that four additional acres of city woodlands would be preserved for a residential use. Member Lynch relayed hearing the numbers is good but suggested that a pictorial with a property plan as currently zoned and an overlay with the proposed zoning, as a previous applicant presented, would be a very helpful visual in terms of determining whether OST or residential use is more appropriate for the property and how many trees are actually saved.

Member Lynch relayed he noticed that the applicant is also going to contribute to the tree fund and inquired if there is any way the trees can be put on site instead. Mr. Rickard responded unfortunately not, the property has so many woodlands, every inch of open space has been replanted.

Member Lynch relayed he is familiar with what one of the residents spoke about regarding first floor and the elder population. Member Lynch lives in a Toll Brothers property that has an elevator which works fine. It's becoming more and more important to have a first-floor bedroom. These are selling like hotcakes in South Lyon or the Kensington Ridge Del Webb development in Milford. If there is any way an elevator can be accommodated, it may be a win-win. It's expensive, and really doesn't take up that much space, especially if it is done at the in the beginning. It is something to consider although Member Lynch does not want to tell Toll Brothers how to market their product as they do a great job at that.

Mr. Rickard relayed that this site was originally planned for all primary down units. It ultimately came down to a function of economics where the loss of removing the buildings near the entrance had to be made up for by adding in the smaller two-story townhomes in between the first-floor primary bedroom end units.

Member Lynch relayed he is not saying it should be a standard to put elevators in, but it may be something to consider because it would accommodate what Novi is trying to do to fit the needs of the senior population. Mr. Rickard replied he would look into it.

Member Lynch relayed that he would also like the applicant to quantify the difference between OST traffic compared to RM-1. OST will have thousands more trips than RM-1, so in addition to quantifying the reduction in woodland impact, quantify the percentage of traffic reduction.

Member Lynch inquired if there is a reason why the buildings are not located closer to the lake to take advantage of that feature. Mr. Rickard responded that when the mall was developed this property was used as a dumping ground. Along the western side by the large wetland, the walking path is on 20 to 25 feet of fill that is over topsoil. The only way to support residential foundations or any foundation is with pilings or some other extreme measure, so it becomes a function of economics.

Member Lynch relayed overall he would like to see this property as residential. There are some goals that

the City Council has to meet, such as addressing the senior population, reduction of wetland destruction, and traffic but the best thing the applicant can do is show the facts between leaving the property as OST versus rezoning to residential.

Mr. Rickard inquired whether the Planning Commission has the right to waive requirements on OST parcels that are adjacent to residential. Senior Planner Bell responded that she would need to look into that, but usually would think that would be ZBA.

Member Becker relayed that the subject properties are currently zoned OST with, curiously, part of one of the properties already falling in RM-1 zoning that came shooting out of Waltonwood. He has not been able to determine whether The Enclave and or Waltonwood developments required rezoning. It would seem likely that they were originally zoned RC Regional Center, as is the rest of the Twelve Oaks property.

The Planning Commission had another proposal in the last three years to change the RC zoning for other parts of property around Twelve Oaks to accommodate multifamily development. Our Master Plan and Future Land Use plan are not meant to be unchangeable, but we must always take great care when making significant modifications, which Member Becker believes was the case with The Enclave and Waltonwood.

In the information packet, it was mentioned that in 2005 the City approved an RM-1 with the PRO change for a similar, if not the same property area. This meant modifying the then current Master Plan and Future Land Use plan. The approved request was never realized but it would seem to indicate some justification for considering a similar request at this time.

The current property is mostly OST. It's not zoned as city parkland. At some point the property owners would have the legal right to develop the property as OST with nonresidential buildings, outdoor parking areas, etc. Trees and woodlands would be disturbed as they always will be for undeveloped land that's not set aside as parkland.

When Member Becker visited the area, he wondered what the residents of the fifth and sixth floors of the luxury condos at The Enclave would rather see across the lake from them - OST buildings and parking lots or two-story residential units with mostly inside parking. He had the same thought about the third story residents on the south side of Waltonwood. Granted, they would all say they'd rather see the woods and wetlands as they are, but the subject properties are not parkland. Either as OST or RM-1, the property will be developed at some point.

Given the beautiful and rather large lake that abuts the existing residential buildings and the subject properties, Member Becker thinks an RM-1 use will enhance the aesthetics of the entire area around the lake far more than any OST development could, which would quite likely require substantial large acreage of woods and wetlands to be disturbed.

The applicant has pointed out that conceptual office park development shows the loss of an additional four acres of woods and wetlands. The applicant's current proposal preserves 7.06 acres of City woodlands and 3.02 acres of City wetlands. The use and aesthetics of the proposed development complement the other two existing residential developments in the area.

It now looks as if the additional property in the south will be enjoined as an RM-1 under the same PRO which addresses the concern Member Becker had last time: that a dead-end road OST development would be created.

Member Becker's last comment is more to the Planning Commission and the planning staff and concerns this project, others in the recent past, and those yet to come. The applicant tonight, as they did last year, states that Novi is underserved regarding medium rise, high density residential options. When the Planning Commission and perhaps City Council are asked to make decisions using this underserved designation as a rationale, it would behoove us for several important reasons to hire an unbiased third party to assess the state of Novi's residential options. To one of the comments earlier, let's look at adult living options and provide professional and unbiased guidance to use in the future. Modifying our guiding documents, the

Master Plan, Future Land Use plan, and the accompanying zoning designations will become more logical and justifiable if we had information and data to back up the decisions.

Member Dismondy relayed this property is a good use for residential. He agrees with the gentleman who came up and spoke that it would be odd to have residential units in line with the office buildings along Meadowbrook. Recognizing economics makes it difficult to do so, but if the units could be west of the rear property line of the office uses, then when driving down Meadowbrook Road the townhomes wouldn't be as visible.

Member Dismondy inquired to confirm that the north-south street is located as is and not further west due to the soil conditions and inquired what the buffer is behind the first couple of units heading to the south. Mr. Rickard confirmed that the street is located as is due to the poor soil and the buffer is 50 feet from the property line. An 8-foot vinyl fence was proposed there to help with screening as well as landscape plantings. Landscape Architect Rick Meader relayed that is in line with what would be required.

Member Dismondy relayed that if it doesn't disturb the feeling of the OST district going up and down Meadowbrook Road, then he thinks this is a better use for the wetland area there. Also, it is adjacent to other residential surrounding a lake, so he is in support.

Member Roney relayed it would be nice to have more clarity on what is proposed for the Phase 2 portion and thinks that would help justify the PRO process. It is understood this is still one parcel as far as the city is concerned, so Phase 2 wouldn't be landlocked, but Singh through a private agreement owns Phase 2.

Member Roney did struggle a little bit with the public value that this brings, but Member Lynch did a nice job of pointing out some things that could be highlighted as public uses or benefits. In addition, if the non-motorized walking path could get over to Twelve Oaks Mall that could really strengthen up this being a nice public benefit. Member Roney would like to see this go forward, but there are a few more things that need to be done.

Member Verma inquired if the Fire Department has provided review comments. Senior Planner Bell responded that the Fire Department provided comments in the last review but did not have any major concerns.

Acting Chair Avdoulos relayed that from the last time this was presented to where we are today, he is a little bit more comfortable with having residential. The Planning Commission packet referenced the 2005 PRO proposal for this property which was approved by City Council. Although Acting Chair Avdoulos did not think of asking for a copy of the prior proposal to review until later today, it would have been nice to compare how much was taken up with that proposal versus what we have now to have a better understanding, and also to understand how that was proposed as you enter the site.

Having this as residential creates more of a community with the residential area that's around Twelve Oaks Lake and that's where it starts making sense. There were a lot of great comments made this evening. The staff has provided some great comments as well. If there could be an opportunity for the applicant to look at the need for homes that may benefit more of the senior community, it would be nice to recognize that somehow even as a percentage of the homes, although it can't be required.

Acting Chair Avdoulos has some friends that moved to Florida, and they showed pictures of their home which was in a 55 and over community. They were all ranch homes, and it was kind of interesting but that is a whole different ball game and different demographic because people go down there for that. If seniors want to stay in the city, those are the things that we'd like to see incorporated if they can be.

Acting Chair Avdoulos had the same concerns as Member Roney to make sure that the south piece was part of all of this; as Mr. Duchesneau said in his presentation, that would make it a little bit more solidified and would be a good way to present that to the City Council.

This agenda item was discussed, but a motion on the item was not required.

2. APPROVAL OF THE SEPTEMBER 27, 2023 PLANNING COMMISSION MINUTES

Motion to approve the September 27, 2023 Planning Commission minutes made by Member Lynch and seconded by Member Becker.

ROLL CALL VOTE ON MOTION TO APPROVE THE SEPTEMBER 27, 2023 PLANNING COMMISSION MINUTES MADE BY MEMBER LYNCH AND SECONDED BY MEMBER RONEY.

Motion carried 6-0.

CONSENT AGENDA REMOVALS FOR COMMISSION ACTION

There were no consent agenda items.

SUPPLEMENTAL ISSUES/TRAINING UPDATES

There were no supplemental issues/training updates.

AUDIENCE PARTICIPATION

Acting Chair Avdoulos invited members of the audience who wished to address the Planning Commission during the final audience participation to come forward. Seeing no one, Acting Chair Avdoulos closed the final audience participation.

ADJOURNMENT

Motion to adjourn the meeting made by Member Becker and seconded by Member Lynch.

VOICE VOTE ON MOTION TO ADJOURN THE OCTOBER 11, 2023 PLANNING COMMISSION MEETING MADE BY MEMBER BECKER AND SECONDED BY MEMBER LYNCH.

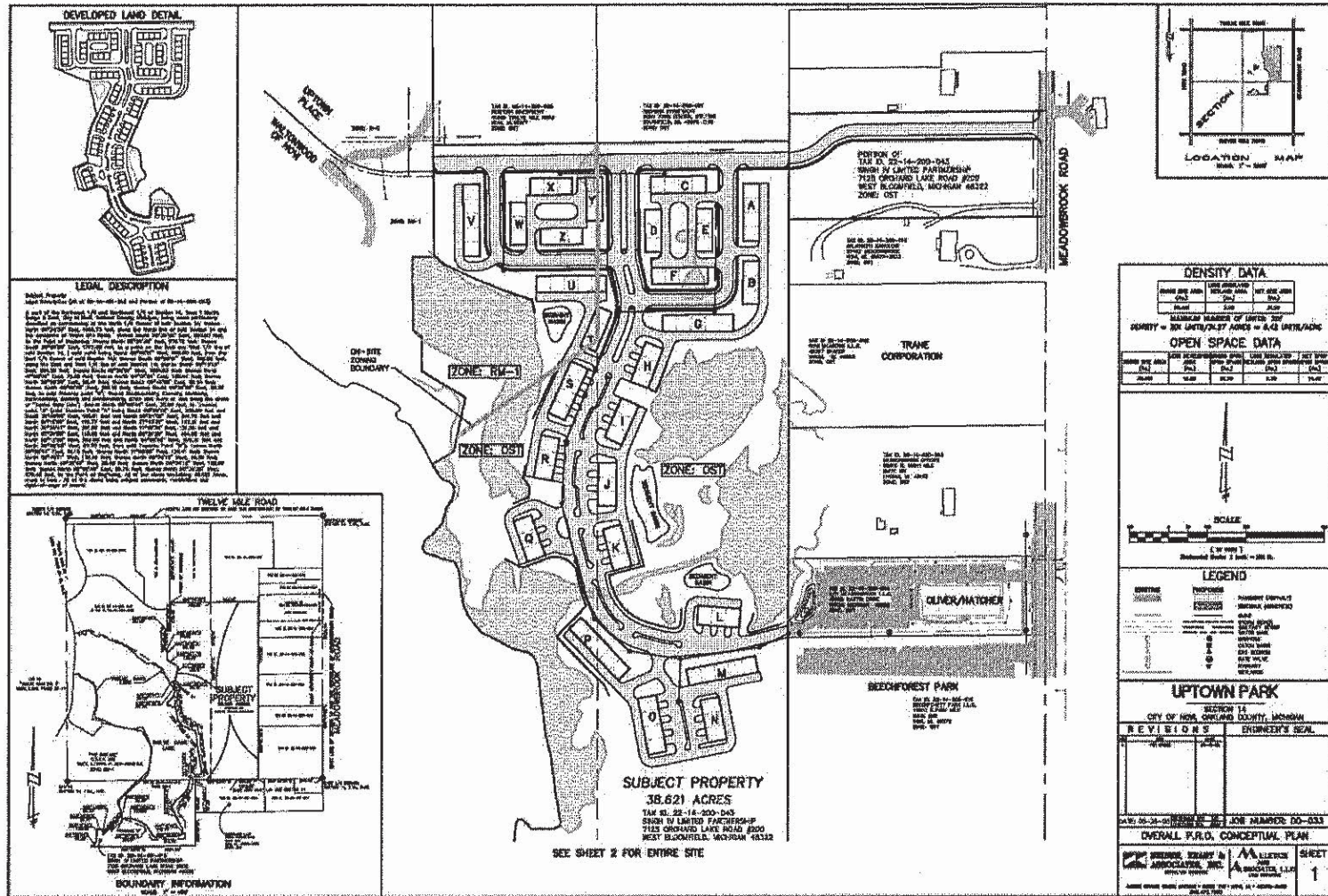
Motion carried 6-0.

Meeting adjourned at 8:09 PM.

*Actual language of the motion sheet subject to review.

PREVIOUS PRO CONCEPT PLAN

UPTOWN PARK - 2005

EXHIBIT "B"PRO PLAN (Conceptual)

REZONING TRAFFIC IMPACT STUDY

MEMO

VIA EMAIL shanshen@tollbrothers.com

To: **Scott Hansen**
Toll Brothers

From: **Julie M. Kroll, PE, PTOE**
Jacob Koning
Fleis & VandenBrink

Date: **July 19, 2022**

Re: **Meadowbrook Residential Development**
Novi, Michigan
Rezoning Traffic Impact Study

INTRODUCTION

This memorandum presents the results of the Rezoning Traffic Study (RTS) for the proposed residential development in the City of Novi, Michigan. The project site is located on approximately 23.7 acres of property, generally located adjacent to Meadowbrook Road, south of 12 Mile Road, as shown in **Figure 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

The proposed development includes single-family attached residential units. As part of this development project, the subject property is proposed to be rezoned from the existing Office Service Technology (OST) zoning to Planned Rezoning Overlay (PRO) with underlying Low Density Multiple-Family (RM-1) zoning.

In accordance with the City of Novi *Site Plan and Development Manual*, an RTS is required for the proposed rezoning. Included in this RTS are: background information, description of the requested use, trip generation analysis, and available traffic counts (peak hour and daily) within one mile of the subject property.

BACKGROUND INFORMATION

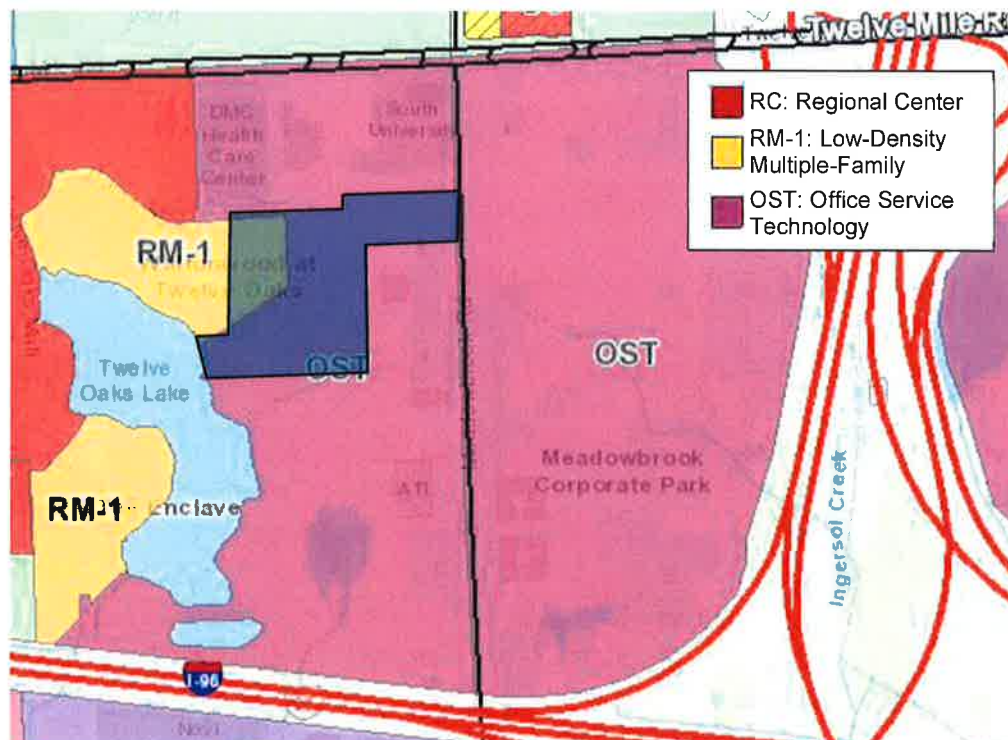
The project is located adjacent to the west side of Meadowbrook Road in the City of Novi, Michigan. The study section of Meadowbrook Road is under the jurisdiction of the Road Commission for Oakland County (RCOC). Additional roadway information is summarized in Table 1.

Table 1: Roadway Information

Roadway Segment	Meadowbrook Road
Number of Lanes	3 (1-lane each direction and a center TWLTL)
Functional Classification	Minor Arterial
Posted Speed Limit	40 mph
Traffic Volumes (RCOC 2016)	10,000 vpd
Short Range Transportation Improvement Projects	Rehabilitate Roadway
Long Range Transportation Improvement Projects	Capacity Improvement

The majority of land uses adjacent to the project site are office uses, with some residential land and regional center uses. The adjacent land uses/zoning are shown below on Figure 2.

Figure 2: Adjacent Land Use Map



TRIP GENERATION

The City Zoning Ordinance describes the land uses permitted by-right under the existing OST zoning classifications. In order to determine the maximum site trip generation potential under the existing and proposed zoning classifications, the principal uses permitted under each zoning classification must be matched to the

land use categories described by the Institute of Transportation Engineers (ITE) in *Trip Generation, 11th Edition*. ITE publishes trip generation data using different independent variables for various uses. Therefore, the maximum allowable density for these uses was assumed based on similar projects.

The Ordinance definition of uses permitted under OST zoning includes professional office buildings, data processing and computer centers, laboratories, hotels and business motels, colleges, universities, and other such secondary institutions, etc. Review of the ITE land use description indicates that the General Office Building (LUC 710) and Medical Office (LUC 720) uses generate the highest trips and best match the uses defined by the Ordinance and are permitted by right with the existing zoning.

In accordance with City Ordinance, a Planned Rezoning Overlay (PRO) would establish a site-specific use authorization to accomplish the objectives of the zoning ordinance through a land development project review process. This review is based upon the application of site planning criteria to achieve integration of the proposed land development project with the characteristics of the project area. If approved, the zoning district classification of the rezoned property shall consist of the district to which the property has been rezoned, accompanied by a reference to "PRO, Planned Rezoning Overlay". Development and use of the rezoned property shall be restricted to the permission granted in the PRO Agreement, and no other development or use shall be permitted.

Therefore, an analysis was performed in order to determine the maximum site trip generation potential currently permitted by right under the existing OST zoning as compared to the trip generation associated with the proposed PRO. The results of the trip generation analysis comparison are summarized in **Table 2**. The number of Weekday AM peak hour and PM peak hour vehicle trips were calculated based on the rates and equations published by ITE in *Trip Generation, 11th Edition*.

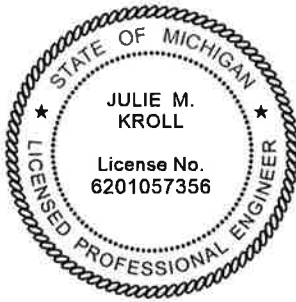
Table 2: Site Trip Generation Comparison

Zoning	Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour			PM Peak Hour		
						In	Out	Total	In	Out	Total
Existing Zoning (OST)	General Office Building	710	202,690	SF	2,146	270	37	307	51	247	298
	Medical-Dental Office Building	720	202,690	SF	8,602	359	96	455	247	575	822
Max for existing zoning (OST)					8,602	359	96	455	247	575	822
Proposed Development (PRO)	Single-Family Attached Housing	215	84	DU	590	12	26	38	26	20	46
Difference					-8,012	-347	-70	-417	-221	-555	-776

CONCLUSIONS

- The results of the trip generation comparison indicate that the proposed PRO will generate significantly less trips than the potential trip generation associated with the existing OST zoning.
- The proposed PRO will have less impact on the adjacent roadway system than the potential use of the property as currently zoned.

Any questions related to this memorandum should be addressed to Fleis & VandenBrink.



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.

A handwritten signature in cursive script that reads "Julie M. Kroll".

Digitally signed by Julie M.
Kroll
Date: 2022.07.19 09:23:51
-04'00'

Attached: Site Concept Plan
Parallel Site Plan (Existing OST Zoning)
SEMOG Data
Traffic Count Data

Crash and Road Data

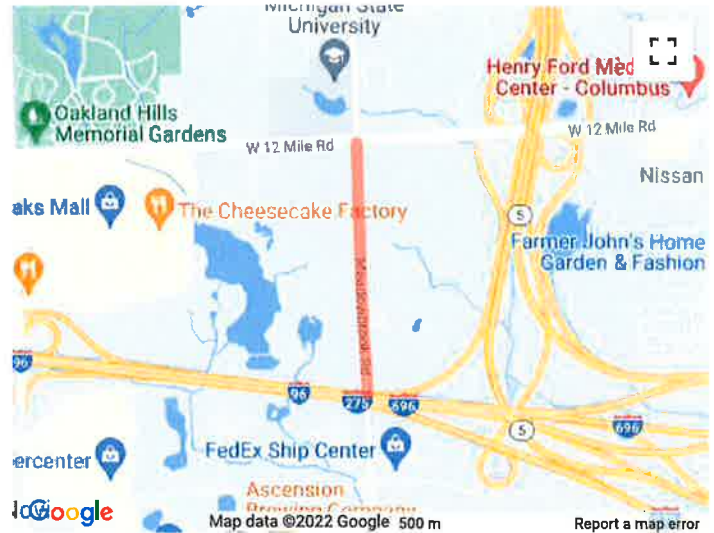
Road Segment Report

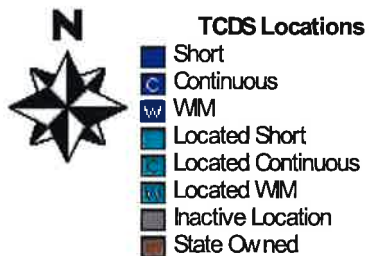
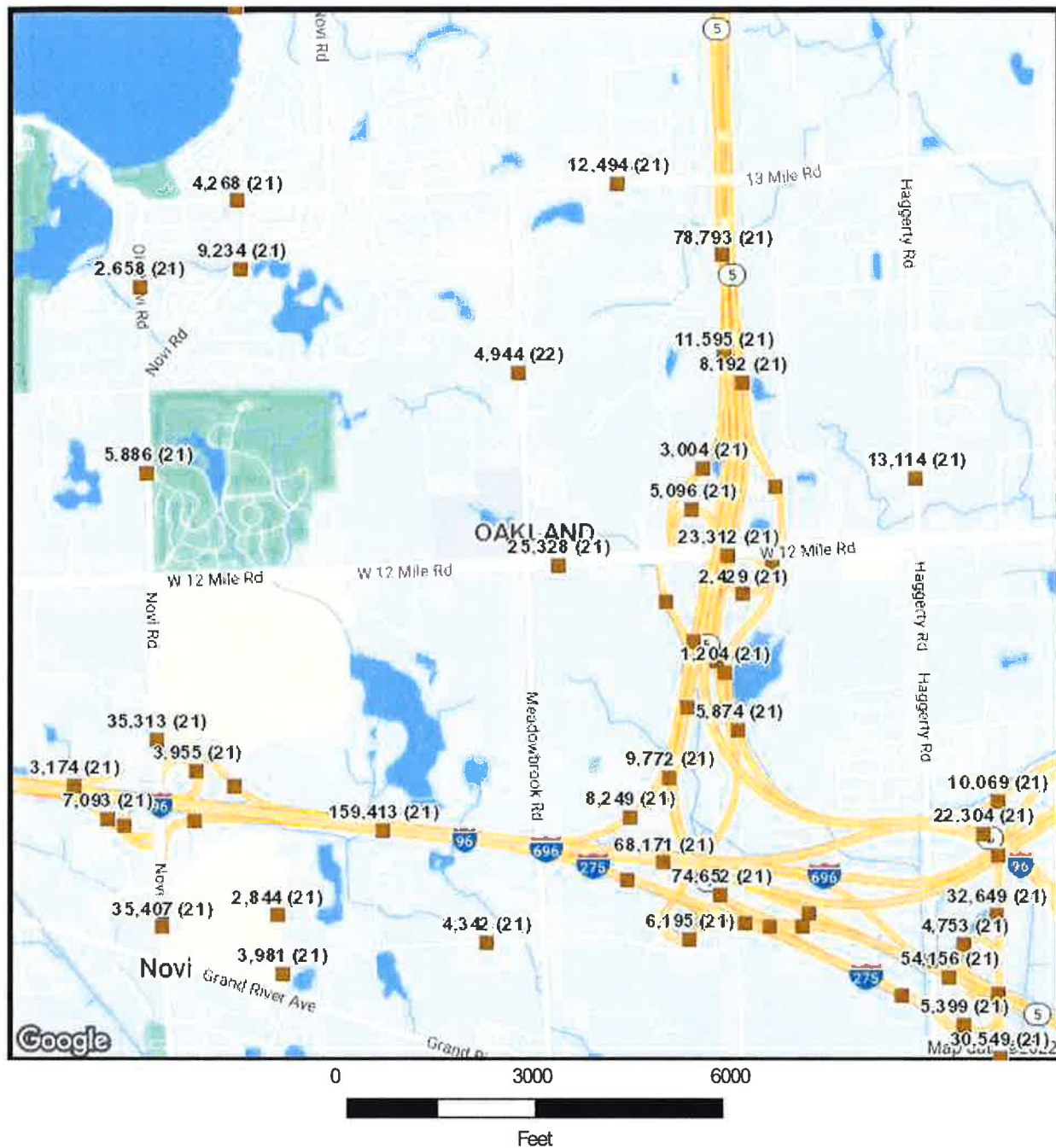
Meadowbrook Rd, (PR Number 656706)

From:	W I 96 3.255 BMP
To:	12 Mile Rd W 3.986 EMP
FALINK ID:	2086
Community:	City of Novi
County:	Oakland
Functional Class:	4 - Minor Arterial
Direction:	1 Way
Length:	0.731 miles
Number of Lanes:	3
Posted Speed:	40 (source: MSP)
Route Classification:	Not a route
Annual Crash Average 2016-2020:	4
Traffic Volume (2016)*:	10,000 (Observed AADT)
Pavement Type (2021):	Asphalt
Pavement Rating (2021):	Good
Short Range (TIP) Projects:	(22328) Rehabilitate Roadway
Long Range (RTP) Projects:	(10589) Capacity Improvement

* AADT values are derived from **Traffic Counts**

Street View





7/19/2022



CITY OF NOVI CITY COUNCIL NOVEMBER 20, 2023

SUBJECT: Discussion on the process to fill the open Council seat.

SUBMITTING DEPARTMENT: City Manager's

BACKGROUND INFORMATION:

With the election of Council Member Justin Fischer to Mayor, a vacancy on City Council has been created. The Council is obligated under Section 5.6(c) of the Charter ("Filling Vacancies") to fill the vacancy in an elective office within 30 days after the vacancy occurs "by appointment of a person possessing the qualifications for the office by a majority vote of the members of the Council then in office." Section 3.2 requires that the individual be qualified to hold office under the laws of the state and be a resident of the City.

If the position is not filled within 30 days after the vacancy occurs, a special election is required. In which case the City Clerk must give notice of a special election 90 days before the election, and the general provisions for filing nominating petitions, etc., apply. Historically, before making an appointment the City Council has held interviews with interested candidates. For instance, interviews held when vacancies were created in:

- 2009 (Burke) 6 Applicants
- 2010 (Wrobel) 5 Applicants
- 2014 (Poupard) 8 Applicants
- 2018 (Verma) 13 Applicants
- 2019 (Poupard) *Used list of applicants from the preceding October 2018 process*
- 2020 (Maday) 4 applicants

In each instance, a public notice was published in the newspaper two weeks before the date set for interviews for interested persons to apply. While there is no statutory, charter, or ordinance requirement to do interviews before the appointment, doing so provides a clear and open process that meets the requirements of the Open Meetings Act. There is also no set process for voting on the actual appointment. In each of the above instances it was done by written ballot as opposed to a voice motion and vote (said signed ballots are a public record). A nomination and seconding process can

also be used. A majority vote of the remaining members (four votes, in this case) is required for the appointment.

With the postponement of the November 13 meeting, City Council would have three (3) meetings in quick succession (November 20, 27, and December 4). Staff suggests that the December 4th meeting be postponed to the 11th. Depending on the course of action City Council decides, a call for applicants could be made, and interviews can take place on the 11th with an appointment on the following 18th.

RECOMMENDED ACTION: Discussion on the process to fill the open Council seat.



CITY OF NOVI CITY COUNCIL NOVEMBER 20, 2023

SUBJECT: Consider Resolution Delaying Council Committee Appointments.

SUBMITTING DEPARTMENT: City Manager

BACKGROUND INFORMATION:

Section 13 of the City Council Rules states that "Council committee assignments will be established by the second regular meeting following the election." The second meeting after the election is expected to be November 27th. Until a successor for the open Council seat caused by the election of Member Fisher to Mayor can be identified, the City Council might want to consider temporarily suspending that part of Rule 13 until the City Council's second meeting in December, currently scheduled for December 18, 2023, in order to give Council time to potentially fill the open seat before committee assignments are finalized.

RECOMMENDED ACTION: Consider Resolution Delaying Council Committee Appointments.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION TEMPORARILY SUSPENDING CITY COUNCIL RULE 13, RELATING TO COUNCIL
COMMITTEE ASSIGNMENTS**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on November 20, 2023, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS, Rule 13 of the City Council Rules provides that "Council committee assignments will be established by the second regularly meeting following the election"; and

WHEREAS, the most recent City Council election, held on November 7, 2023, is expected to be certified by November 20, 2023. Therefore, the City Council meeting on November 20, 2023, will likely be the first meeting after the election, and November 27, 2023, will likely be the second meeting after the election; and

WHEREAS, the election resulted in Council Member Fischer being elected as Mayor, leaving a vacancy for Council Member (Mayor-elect) Fischer's Council seat; and

WHEREAS, under the City Charter, Section 5.6, the City Council has 30 days in which to attempt to appoint a person to fill Council Member (Mayor-elect) Fischer's seat. That 30-day period will likely not expire until the City Council meeting currently scheduled for December 18, 2023; and

WHEREAS, the City Council has determined that it is appropriate and preferable to wait to assign Council members to Council committees as required under Rule 13 of the Council Rules until after the City Council has had an opportunity to attempt to appoint a person to fill Member (Mayor-elect) Fischer's seat.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the City of Novi hereby temporarily suspends that part of Rule 13 of the City Council Rules that requires appointment of Council committees by the second meeting after the election until the City Council's second meeting in December, currently scheduled for December 18, 2023, at which meeting, unless this resolution is extended by the Council, Council committee appointments are expected to be made.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, OCTOBER 23, 2023 AT 7:00 P.M.**

Mayor Gatt called the meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Gatt, Mayor Pro Tem Staudt, Council Members Casey, Crawford, Fischer, Smith, Thomas

ALSO PRESENT: Victor Cardenas, City Manager
Thomas Schultz, City Attorney

APPROVAL OF AGENDA:

Mayor Gatt added under Presentations a "Special Presentation" and under Mayor and Council Issues, he spoke for Member Crawford and himself, they both wanted to say some closing comments.

Mayor Pro Tem Staudt said before that he wanted to add under Mayor and Council Issues, "Public Safety and Fire Recruitment".

CM 23-10-131 Moved by Fischer, seconded by Crawford; CARRIED UNANIMOUSLY

To approve the Agenda as amended.

Roll call vote on CM 23-10-131	Yeas: Staudt, Casey, Crawford, Fischer, Smith, Thomas, Gatt Nays: None
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PUBLIC HEARINGS: None

PRESENTATIONS:

Mayor Gatt added a special presentation. He commented that in everyone's life, we all have special times, special days, holidays, anniversaries, but the most important day in anyone's life is their birthday, the day they were born. He said that day the whole world should stop and celebrate, say hello, congratulations and so on and so forth. He said there are certain people in this world who see duty over that recreation period. He said tonight we are celebrating the 82nd birthday of Mr. Hugh Crawford. He said he stayed up all night and baked a cake, had to go to Costco and buy a container for it. He wanted to say happy birthday to his dear friend, Hugh Crawford on his 82nd birthday. He gave the floor to Hugh. Member Crawford said he would talk like he normally talks and not say much of anything. Mayor Gatt wished him a happy birthday and thanked him for sharing his birthday with us at the Council table.

MANAGER/STAFF REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Venkat Thalla, 45006 Yorkshire Drive, Novi said he has lived in Novi for 25 years. He said today was a special day, like you mentioned, Mayor Gatt. He stated today is a festival day for a billion people in India and all over the globe. He said they are celebrating right now at the Novi Temple. He gave thanks for all the support that the city of Novi has given, we have a Temple here. Most importantly, he wanted to thank our beloved Mayor Bob Gatt. He read through an article and said 48 years was an amazing service record. He said he wished he could do at least four years of that quality. He thanked Mayor Gatt from the bottom of his heart. He said he has been here in Michigan for 33 plus years, 25 years in Novi. He also mentioned there was a young uprising leader in the audience. He said his family has been friends with his family for years. He mentioned the upcoming election and said it was not about Republicans or Democrats, it is about the progress of our city. He commented that he had some words he wanted to share in the next audience comments.

David Landry, 45471 Kimberly Court. He said he was there that evening as a 28-year resident of the city of Novi to say thank you to Councilmember Hugh Crawford and Mayor Bob Gatt. He said he moved to Novi in 1995, and Member Crawford was sitting right there on City Council. And other than a couple sojourns as a county commissioner and a state representative, which he thought everybody would agree is not as prestigious as being a Novi City Councilmember. You return to Novi; you don't ever stop giving to Novi.

He noted Mayor Gatt's achievements; 48 years, police officer, started the drug program in the school system, you started it. He said he was a detective solving crimes, sergeant, ZBA member, City Council Member, Mayor Pro Tem, and longest serving Mayor in the history of Novi, nobody will match your two records, nobody. He commented that very few people understand what it takes to be an elected official. He said few still understand the solemn pride you have when you look around the city, see the city and what it has become and know the role that you played in that. He stated you may not always get a pat on the back, but you know inside and at the end of the day, that is all that matters is that you know. He said he was there that evening because he did not want this occasion to pass without the official record of this body, reflecting that the city of Novi residents owe a tremendous debt of gratitude to both of you gentlemen. Thank you very much.

Kathy Crawford, 46275 W. 11 Mile Road, Novi said she has been a resident of Novi for 82 years. She guessed the theme for the evening was "Thank You". She wanted to thank all of you because she was on the City Council and she knew when you are making decisions, and you are on City Council it is one of the toughest things because you are making decisions for your next-door neighbor. She said they may not like the decisions you make. She thanked them all for their courage and their willingness to serve. It is a tough job. She thought that the city council and the school board are two of the toughest things of any community service. She said all of you are to be commended. She said November 13 is going to be the next council meeting and we will have some new faces up here. She said she was going to join along with the other comments that are made to

thank you for your service. She commented that most of your working life Mayor Gatt has been working in the civil service of Novi, so thank you. She mentioned that a lot of you do not know that Hugh was one of the first jobs you ever had was in the Parks and Recreation Department at the City and one of the first chairpersons with Parks and Recreation over 50 years ago, so it is a long time. She commented that she was going to get all choked up. She said she was not going to say anymore but thank you for your service. All of you.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 23-10-132 Moved by Casey, seconded by Smith; CARRIED UNANIMOUSLY

To approve the Consent Agenda as presented.

- A. Approve Minutes of:
 October 9, 2023 - Regular Meeting
- B. Approval of a resolution to revise the voting precinct boundaries to align with Congressional Districts established by the Michigan Independent Citizens Redistricting Commission.
- C. Approval of claims and warrants – Warrant 1142

Roll call vote on CM 23-10-132 Yeas: Casey, Crawford, Fischer, Smith, Thomas, Gatt, Staudt
Nays: None

MATTERS FOR COUNCIL ACTION:

- 1. Consideration of approval of resolution to authorize Budget Amendment #2024-2.**

CM 23-10-133 Moved by Casey, seconded by Fischer: CARRIED UNANIMOUSLY

Approval of resolution to authorize Budget Amendment #2024-2.

Roll call vote on CM 23-10-133 Yeas: Crawford, Fischer, Smith, Thomas, Gatt, Staudt, Casey
Nays: None

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION: None

AUDIENCE COMMENT:

Venkat Thalla, 45006 Yorkshire Drive, Novi said he lived across the street in Jamestown Subdivision in the same house for the last 25 years and has been very happy. He wanted to continue with his comments. He mentioned earlier that he wanted to give about 25

words; sale, support, protect you, direct, expand, transform, conform, excel, merge, produce, improve, continue, know, aware, desire, and no doubt. He said during our journey together while participating in the decision-making process, at least one light should work at, one light should shine, and one light should grow and grow. That is what it is all about and why we are here. He said he got up to the know, aware, and no doubt and he realized it is not that easy to realize we need to realize self and we need to realize system, enlighten, and establish then sir, then discover part at is of service, what is that we discovered? Then create, then sustain, then recycle and then finally absorb. Absorb everything that is there, it will always be there. He said that is mother universe victorious day today. That is what is being celebrated at the Novi Temple, 26 levels of solution increments should be there for us. Our beloved Bob Gatt is leaving after 48 years. Thank you.

COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES:

1. Public Safety and Fire Recruitment

Mayor Pro Tem Staudt asked Chief Zinser to come to the podium a few questions. He wanted to discuss Public Safety and Fire recruitment. He stated there have been several public postcards, social media, claiming that the shortages that are occurring with our part-time firefighters are cause for future tragedy in Novi and that we have done little to address it. He said this is the last meeting perhaps for some of us. He said he would like to get from our Director of Public Safety a couple of responses, and he questioned whether our residents of Novi are safe tonight.

Chief Zinser acknowledged the Mayor, Mayor Pro Tem, the members of City Council and the City Manager. He said it was always a pleasure to be here to be able to have some one-on-one time, so to speak. He said he would open all of that up by saying he did not have time, nor he was going to make time to frankly chase his tail with social media comments. He said he did not have the luxury of sharing thoughts about his employer on social media nor would he ever do so. He said nor will he entertain the idea of responding on social media and getting into a tit for tat with anybody on social media. He said it is unprofessional. It is disrespectful to my employer; it is disrespectful to the citizens of this community. He said I will not do that. Now, to answer your question. He stated Novi is absolutely the safest community you will come across in this country period. He said he has been doing nothing but trying to address the shortage of our part-time firefighter staffing. He noted at the end of 2021 we started to see an exodus of our part time firefighters for whatever reason. He said some do not want to be in public safety anymore. He said some took part-time to earn some full-time jobs elsewhere. He said some left because it was interfering with family life with the extra job. He said the same time we started seeing some exodus of our full-time staff and leaving to go to fire departments that offer 24 hour shifts to find benefit. Whatever reasons they wanted to leave. He said now, when those folks leave, we have our pool of part-time employees. He stated we have invested a lot of money in those folks, train them, send them to the

Fire Academy, train them, get them EMT certified. He said they also get extra points in the hiring process, because he already worked for us, of course, we are going to hire from that. He asked does that hurt us? Yes, it hurts us. I cannot take an individual and bring them on board, put them in front of a computer and say, this is your job, go ahead and do it and they are off and running in three or four days or maybe a week. He explained that is not the way it is in public service, especially public safety. He stated it takes a long time to get them trained, to get them through a part-time Fire Academy, get them through or what we call our mentoring program, it takes well over a year. He stated that since he was promoted in February 2022, he has hired 21 paid-on-call or auxiliary firefighting part-time staff. He said we have hired five or six to replace our full-time staff, we have had some just leave for whatever reason, but it is an ongoing challenge, there is no doubt about it it has been difficult right now for our fire department and staffing, but it is around the clock effort to hire more staffing. He mentioned we just offered a conditional offer to one the other day, he said he got four more in the background phase. He stated we interviewed three other ones just this past week. He said getting them through the entire hiring process is a challenge. Interviews, pre-employment, physical agility test, background investigations, because not everybody who applies has a clean background. He said he is the Director of Public Safety, and he is sending these folks into our residence homes. He said he was going to do a very thorough background check on them.

Mayor Pro Tem Staudt asked if there is anything in addition to what we have done financially, motivation-wise, anything that the Council could have done to change any of this. Chief Zinser replied we have offered signing bonuses. He mentioned that we have increased their pay for the part-time folks, we give them our current part-time firefighters an extra bonus based on the number of shifts that they are working. He said it is a much bigger problem than just there in Novi, it is a problem that people are not generally interested in public safety jobs anymore. He said that is a challenge to get applicants, we spent nearly \$40,000 to \$45,000 dollars last year on flyers sending them around to all our other communities looking for talent. He said we advertise in Engage Magazine and social media. He said it's nothing that we are doing, if anybody says differently, they are wrong.

Mayor Pro Tem Staudt thanked Chief Zinser for clearing that up. He said part of the reason he wanted him to come up is because perhaps it is his last meeting also. He said it has been a great honor to serve folks like you, David Malloy, the City Managers, it has been a great honor.

Mayor Gatt said before he sat down, he wanted to ask a question or to achieve in the last 12 months, 18 months, have you seen a significant change in response times from our first responders. Chief Zinser replied that Oakland County Medical Patrol sets our response times for six minutes for priority one calls. In 2022 year to date, our average response time is five minutes, 54 seconds, year to date in 2023, we are five minutes and 58 seconds. He stated yes, does having a station not staff because of lack of staffing, does that affect response times, yes of course it is going to, but that is not the only factor. He said there has been a lot of road construction, our fire department drives big trucks,

and yes, they can turn the lights and sirens on, but they still must navigate those road construction areas, they must navigate all the detours. He stated this summer was a difficult challenge for the response times. He said we are still meeting our average response times below the Oakland County Medical Patrol six-minute mark.

Mayor Gatt mentioned out of everybody in this room this evening, besides yourself, he thought he had more experience in public safety than anybody else. He said he has stayed out of the election; he has endorsed the people he has endorsed, but he hasn't been outspoken too much, but he is going to say this to anybody who is listening. He believed those postcards are doing in his opinion, is despicable. Whoever is publishing these postcards, for whatever group they are representing, they are trying to put fear into the people's minds who live here and people like yourself and the brave men and women who work for you. He said they drive around trying to prove that you should not be fearful, that Novi is one of the safest communities ever, anywhere. He said we have the finest police and fire department anywhere, they are the finest trained, the finest anywhere. He said you must question as a police officer for his whole life, the motives, what is your motive for sending a postcard out telling people be careful, you are going to die in a fire because our stations are not manned. It is a selfish motive. He said some of the people sending those cards out do not even live in Novi, he would say most of them. He said that is what he has been told, prove him wrong, they do not live here. He said you mentioned earlier in your talk with the Mayor Pro Tem, some people leave for defined benefit, which is a pension, some people leave for 24 hour shifts now, A 24-hour shift does not exist in the police world. He said they only exist in the fire department world, and he thought those postcards are emanating from the fire department world. He said a 24-hour shift is a great job, if you get it, you go to work, you bring your pillow and blanket with you, and he is not making that up. He said he was married to someone whose brother was a full-time firefighter. He said if they get calls, they are heroes, he was not knocking it, they do something he would never do, go into a burning building. He said that only happens a couple of times a year, maybe a couple of times ever in their career. He said they work five or six days a month, and that is a great job. He said the citizens of Novi would have to pay about \$10 to \$12 million dollars more to switch over to a system like that, and that would be two or three mills on your taxes for a system that is inefficient, maybe it was efficient 50 years ago in the bigger cities, that is where this started, and it worked great. He said in today's world, when we have all these building materials that do not catch on fire and sprinkler systems that put a fire out. That kind of system is passe. He stated it is up to the City Council, whoever sits up here, whoever sits in this chair, your job is going to be to do what is best for the citizens of Novi, not what is best for a specific group of individuals, most of whom do not even live here. He wanted to caution, and say to the 66,000 people that live here, you are safe. Like the Chief said earlier, there is trouble all over the world trying to recruit people into public safety, and we are no different. It is troublesome here too. He said this City Council went to bat and we engaged an ambulance company that has four or five ambulances driving around the city in Novi 24 hours a day, 365 days a year, for free. He stated the people who stood at this table now have done their job. Anyone who says different, they are misleading you. He thought they were mistreating you, because they are trying to make you scared when there's no reason to be afraid. He was sure our Chief and City Manager were going to continue

their diligent efforts to recruit more people and if it takes more money, he was sure the City Council is going to approve it. He thanked Chief Zinser for setting the record straight, the city is safe. The postcards that claim that it is not safe are false.

Member Thomas wondered if Chief Zinser could give her an idea of how many open positions we currently have. Chief Zinser said we are always ongoing hiring part-timers. We are currently fully staffed on our full-time side. He said now we are looking at a promotion to assistant chief, which will create a ripple effect from that to somebody who is going to probably go to captain, and some will go to lieutenant, so we will have to fill that one spot at the end. Right now, the full-time fire department is fully staffed. Member Thomas said she knew he was asked if there was anything that we could do, it was not a clear yes or no, you said that we have done things. Are there any other ideas out there to assist in that staffing or ideas that we haven't addressed or any other way that we could potentially help you in the future gain that staffing. He commented that the big part of what we need from the Council is your support, if it is more money for the part-time staff then that is what we need to do. Is it more money for different recruiting ideas, that is what we need to do. He reiterated that we spent \$40,000 to \$45,000 dollars in the flyers, and we are going to send another round out here, hopefully, by the end of the week, if everything lines up. He said when we need the money for those kinds of things, we need your support. He said the Council has always been very supportive of public safety and we are very grateful for that, we need continued support.

Member Thomas thanked him for his clarification. She pointed out that she found it a little bit troubling that we are talking about political mailers at a Council meeting, it feels inappropriate. She knew there were a lot of mailers going out about a lot of different topics, some saying that some people don't want you to vote, some people are saying you are not safe. She hoped that in the future that political mailings are not discussed at this table, or at least that would be her hope. Thank you.

Mayor Gatt mentioned what he said was not political, he was talking about the safety of our residents. He said he was talking about the obvious attempt to make people feel unsafe, and that is not political. He felt that is our job here, to make sure that people are safe, and that they feel safe, and that we provide the tools necessary to make that happen.

Member Thomas said she knew that what we are saying is not political, but if there are mailing going out, it is probably election related, we do know that we are safe, and we know we are doing our jobs. It did not seem to her that we should be addressing social media posts and postcards in this meeting. She stated that you might say it is not political, but these are mailings, or at least the mailings, she has seen that had anything to do with police and fire have been election related. She said she may be missing something, maybe there is a postcard she did not see or that did not come to her home. That is just my point of view.

Mayor Pro Tem Staudt said he had one more question for Chief Zinser. He mentioned there has been some discussion about adding full-time firefighters to the fire department,

how does that resolve the issues in the evening and on weekends. He wondered if those full-time firefighters filling those slots today, or is it being promised down the road. Chief Zinser replied, with the collective bargaining constraints, adding full-time firefighters under our current model would not help relieve the staffing struggles we are having with part-time firefighters. Mayor Pro Tem Staudt said it would just add the number of full-time firefighters. Chief Zinser replied, yes.

2. Special presentation

Mayor Gatt asked if there was any further discussion. Thank you Chief. He said next is Member Crawford said he did not have a prepared speech. He commented that it has been quite an honor to serve before, and then go on to the county commissioners, state representative, and then back to the City Council. He said the best of those three agencies is the City Council, because you are closest to the people, and you can do the most for people. He appreciated having the opportunity to do that and he looked forward to not doing it anymore. He said it is the first time in 40 years that he has not been giving speeches and putting up campaign signs. He said he will be watching you guys, so you better say on the ball. Thank you.

Mayor Gatt said he did have something prepared he did not want to forget anything. He said as he entered into the final minutes of his final meeting as a Novi councilmember, as your mayor, he wanted to stop for just a moment, slow things down and reflect on a remarkable part of his life that he has been privileged to lead dedicated to a single city, a single purpose. When I started working for the city of Novi and the citizens of Novi 48 years ago, Novi was a much different place than it is today. Other than the Mile Roads, Novi Road, and Grand River, all the roads were dirt roads. We had about 14,000 people living here, there were 16 police officers. He said we had a full-time Fire Chief, Dwayne Bell, and the rest of the staff were all volunteers. He said the police chief was the legendary Lamont Carrol Begole. Chief Begole gave him his start and allowed him to fulfill his dream of being a police officer. He stated that 27 years later, he was ready to leave the police department and he began his career with the Oakland County government. He said he has been with that organization now for over 21 years.

He said his political career really started at the police department, he ran for and was elected each time to be the union steward and Tia can smile on that one. He said he always wanted what was best for Novi then, now, and always will well into the future. He wanted to say thank-you starting with the present, working backwards first, his colleagues on City Council right now. He said he has been friends with Hugh Crawford the longest, he knew him when he did have hair. He would sit with him and Kathy in the Parks and Recreation office after hours with our friend Carla. He commented that Hugh told him stories about Council, and even then, however, he never dreamed of being a part of it. He said Dave Staudt and he became friends when he first ran for office, and we never looked back. There's a reason why he chose Dave to be the mayor pro tem each of the six times that he ran for and was elected as mayor. He is smart. He is thorough and he is always filled with new ideas and the city and citizens of Novi owe Dave Staudt a lot. He referred to Justin Fischer, he was his first opponent to this position, and the toughest one

he faced. He said they became the best of friends. He is as smart as anyone he has ever known, and has served the city so well already, but he knew that the best is yet to come to him and his family. He wished him the very best. He said to his other three colleagues, he did not know them as well, but he did know this, everyone owes you three a debt of gratitude for all that you do. All that you put yourselves and your families through running for office. He mentioned Kathy Crawford touched on it in her remarks. She said it really is a family matter when you run for office. She said the names you are called, the accusations that are levied against you. He said maybe we are all tough, but our wives or husbands, girlfriends or boyfriends or your children, they all are part of that receiving end of that put down, that complaint, that allegation. He said it is tough running for City office for any public office. So, he thanked them. He mentioned Sheryl Walsh-Malloy who was sitting out there in the audience. She is his speech writer, his partner in crime, but more importantly, she is his friend, she made him look good and that is not always easy to do. He said he will never be able to pay her back for all that she has done for him. He mentioned her husband, well, it is no secret that he was and is, and always will be, his very best friend. He said that did not always sit well with the three city managers that he served as mayor. He said it was just that way, that it was Dave Malloy who put Novi on the map in the public safety world, and no one will ever question that. He said Tom Schultz, he has told him over and over, he is the best attorney that he has ever seen and if he ever got in trouble, got arrested, sued, or found himself in harm's way, he would want Tom there next to him. He said he has seen a lot of attorneys as a police officer and his job with the county he deals with attorneys all the time. He said Tom is the best of the best. He said he has had the pleasure working with his mentor Jerry Fisher for a short while, but Tom is the best of the best. He said we are all lucky to have him. He mentioned Cortney Hanson and thanked her for being his right-hand person when he needed something regarding their Charter or meeting or anything to do with the City Council. He said he will miss all our conversations.

He said to the rest of the city staff, some he knew well, some not as much as others, but he did know this, you are all valuable, and you are all valued. Thank you for all that you do. He said to our former city managers that he had the privilege and pleasure of working with Rick Helwig, if those of you who know Rick, or knew Rick, he was a sight to behold, he set the bar so high, and he was always in awe of Rick. He said he was a police officer when Rick came in, so he worked for Rick so when he got elected to City Council it was difficult for him to transition from staff member who looked up to Rick and called him sir, to being one of his seven bosses. He said it was difficult and he never wanted him to do this, but he failed because he always looked up to him as his boss. He said Clay Pearson picked up right where Rick left off and under his leadership, the city grew to great heights. He weathered a near depression and came out on the other side stronger. He mentioned Pete Auger, he was a man brought in for a specific job, which he did brilliantly. Pete knew how to talk the economic development talk, and many great companies decided to locate in Novi because of Pete. He said now we have Victor Cardenas who sat patiently watching and observing both Clay and Pete. He said Victor wasn't just watching and observing, he was learning. He told Victor was now his turn to shine, and he knew he would. He said he is smarter than a whip and ready to move Novi into the stratosphere. He said he will be watching. He said a guy who was here earlier, Dave Landry, he has

said it before, he has said it 1000 times, and he will say it one last time. He thought Dave Landry was the best mayor, the greatest Mayor we've ever had, the man who was articulate, the man was thorough, the man spoke, thought, and acted like a lawyer. He was one of his heroes. He noted that any time he had a decision that was tough, before he made that decision, he would ask himself, what would David Landry do, and he acted on that.

So, it is time to say goodbye and thank you to everyone. He thanked his supporters, and he thanked the people who did not support him. You made me better. If he ever hurt anybody while he was Mayor sitting in this seat, he apologized, he would never intentionally hurt anyone in his life. So please forgive him if he hurt you. He said he is off to a new world, a world where his evenings will be his own. He said please, he asked you to keep him in your thoughts and prayers, as he will keep all of you in mine. He loved them all and may God continue to bless you, your families, and the entire City of Novi. So, thank you very much.

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 7:42 P.M.

Cortney Hanson, City Clerk

Justin Fischer, Mayor

Transcribed by Deborah S. Aubry

Date approved: November 20, 2023



CITY OF NOVI CITY COUNCIL
NOVEMBER 20, 2023

SUBJECT: Approval to award engineering design services to AECOM for the 2024 Neighborhood Sidewalk Repair Program in the amount of \$42,500.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 42,500.00
AMOUNT BUDGETED	\$ 441,235.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	204-446.00-975.023

BACKGROUND INFORMATION:

In response to a 2020 City Council goal, City staff launched a pilot neighborhood sidewalk repair program in the Meadowbrook Glens subdivision. The City bore 100% of the cost to replace sidewalk panels with a 0.75-inch or greater deflection and remove trees that were damaging sidewalk panels. Tree removals and sidewalk repairs were conducted between winter 2022 and spring 2023. A similar program is being proposed for 2024. Engineering consultant, AECOM, is assisting the City in evaluating neighborhoods that would be a good candidate for the program.

AECOM submitted the attached proposal for design services related to the 2024 program. The design fee for the project is \$42,500 (10% of the estimated construction cost of \$425,000). The design fee is based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The design of this project will begin following award with construction expected to occur in spring or summer of 2024.

RECOMMENDED ACTION: Approval to award engineering design services to AECOM for the 2024 Neighborhood Sidewalk Repair program, in the amount of \$42,500.



October 26, 2023

Ms. Rebecca Runkel
City of Novi
Field Services Complex
26300 Lee Begole Drive
Novi, MI 48375

Reference: Scope and Fee Letter for
2024 Neighborhood Sidewalk Repair Program

Dear Ms. Runkel,

AECOM is pleased to submit this proposal for the above referenced project. The work for this project will include the removal and replacement of individual flags of sidewalks that have at least 0.75" of deflection or have extensive cracking and/or scaling. Also included in this project will be the removal of City approved trees and stumps that are determined to have already caused sidewalk damage and are at risk of causing future damage to sidewalks.

Initial Meeting and Scope Verification:

The intent of this task is to meet with the City and verify the aims of the repair program as well as identifying any other elements or considerations that should be included in this project. Upon completion of this task, AECOM will move forward with the preliminary design.

Survey and Base Plans:

It is not anticipated that full plans will be required for this project, but rather that it will be put out to bid as a log project with specifications and locations outlined in the Project Manual. Instead of performing survey, AECOM will send a representative to walk the entirety of the Chase Farms subdivision to measure and determine the exact quantity of sidewalk that will need to be removed and replaced as a part of this program. An additional subdivision may also be analyzed if the allowable budget is estimated to be available. If sidewalk ramps meet the required deflection or deteriorated conditions to be included in the program, they will be removed and replaced according to current ADA standards. If ramps that may be out of compliance are not required based on their condition, they will not be upgraded at this time. AECOM will also take note of the trees that we believe will continue to cause damage to sidewalks in the future so they can be analyzed by the City's arborist. The City will then make the determination of which trees will be removed.

Utilities:

AECOM will obtain existing utility data with a design ticket through the MISS DIG system. In addition, AECOM will distribute the base plan design set to the utility companies that have indicated that they have facilities in the project area. We will incorporate the additional information that utility companies provide to AECOM into the plan set should there be any need. It is not anticipated that utilities will be impacted by this work.



Ms. Rebecca Runkel
October, 2023
Page 2

Preliminary Plans:

Incorporating the information obtained from the above tasks, we will prepare the preliminary Project Manual (90%) in accordance with City requirements. This submittal will include items such as the typical cross section, materials/quantities and details. The preliminary submittal will also include required special provisions and an estimate of cost.

Final Proposal:

Incorporating comments from the City, AECOM will develop the final Project Manual and cost estimate.

Advertising and Award:

We will respond to any final comments received from the City and submit the Advertisement for Bids to the City for publication. Contract documents will be made available to bidders by AECOM. AECOM will respond to bidder inquiries during the advertising period and prepare addenda as required. Following the bid opening, AECOM will submit the Bid Tabulation and a letter with recommendations regarding contract award.

Construction:

AECOM will provide full time inspection, contract administration, and staking as required for the project. This will be completed through a separate authorization.

Estimated Cost of Design and Construction Fees:

The preliminary estimate of construction costs is \$425,000.00

Design Fee: $\$425,000 \times 10.0\%$ = \$42,500.00

We understand that fees for crew days will be determined after a construction contract is awarded.

Please contact me if you have any questions or wish to discuss this submittal.

Sincerely,

AECOM Great Lakes, Inc.

A handwritten signature in blue ink, appearing to read 'Sean Kelsch'.

Sean Kelsch, PE
Vice-President



CITY OF NOVI CITY COUNCIL
NOVEMBER 20, 2023

SUBJECT: Approval of the request from Goddard School Annex (JSP22-0059) at 48600 Grand River Avenue (parcel no. 50-22-17-126-013) for a variance from the Design and Construction Standards Section 11-256(b) to eliminate the sidewalk requirement along 12 Mile Road.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The property owner is adding approximately 16,000 square feet to an existing building, 12,000 square feet of associated parking and a paved playground area at 48600 Grand River Avenue (parcel no. 50-22-17-126-013). Section 11-256 (b) of the Code of Ordinances outlines the requirement to construct a sidewalk along their 12 Mile Road frontage. The ordinance indicates the property owner may request an administrative variance from this requirement if a pathway does not exist within 300 feet. The property owner is requesting a variance to eliminate the requirement to construct the sidewalk or pay into the sidewalk fund due to a lack of sidewalk within 300-feet and the difficulty in constructing the sidewalk through a wetland area.

Engineering Division staff supports this variance request since there is no sidewalk to the east of the parcel, and because the City has no plans to construct the sidewalk in this area. The Community Development Department also reviewed this request and has does not object.

RECOMMENDED ACTION: Approval of the request from Goddard School Annex (JSP22-0059) at 48600 Grand River Avenue (parcel no. 50-22-17-126-013) for a variance from the Design and Construction Standards Section 11-256(b) to eliminate the sidewalk requirement along 12 Mile Road.



Request for Variance Design and Construction Standards

Applicant Information

Name: Derick Doe
Address: 48600 Grand River Avenue
Novi, MI, 48374
Phone No: 248-938-0400

Engineer Information

Name: Al Pruss
Address: 298 Veterans drive
Fowlerville, MI, 48836
Phone No: 517-223-3512

Applicant Status (please check one):

☒ Property Owner ☐ Developer ☐ Developer / Owner Representative
☐ Other _____

Project Name Goddard School Annex

Project Address/Location 48600 Grand River Avenue Novi, MI, 48374

Variance Request Additional sidewalk along 12 Mile Road

Justification (attach additional pages if necessary)

The property to the east is a wetland. Phase 1 of Goddard School already constructed the sidewalk on 12 Mile Road as far as possible without disturbing the wetland. There is no sidewalk east of the property for the entire length of 12 Mile Road to where it ends, approximately 2000 feet to the east behind Home Depot, and probably never will be due to the entire length being wetland.

The City ordinance allows for waiving construction of the sidewalk in lieu of paying the value of the not constructed sidewalk into the City's sidewalk fund. In this case, however, the owner also has to construct sidewalk (or pay into the fund as required) for the sidewalk along the Grand River Avenue frontage. Being a parcel with dual frontages on main roads, this creates an inequitable burden on the property owner, and as such, the applicant requests to have the donation for 12 Mile Road (the lesser of the two frontages) waived.

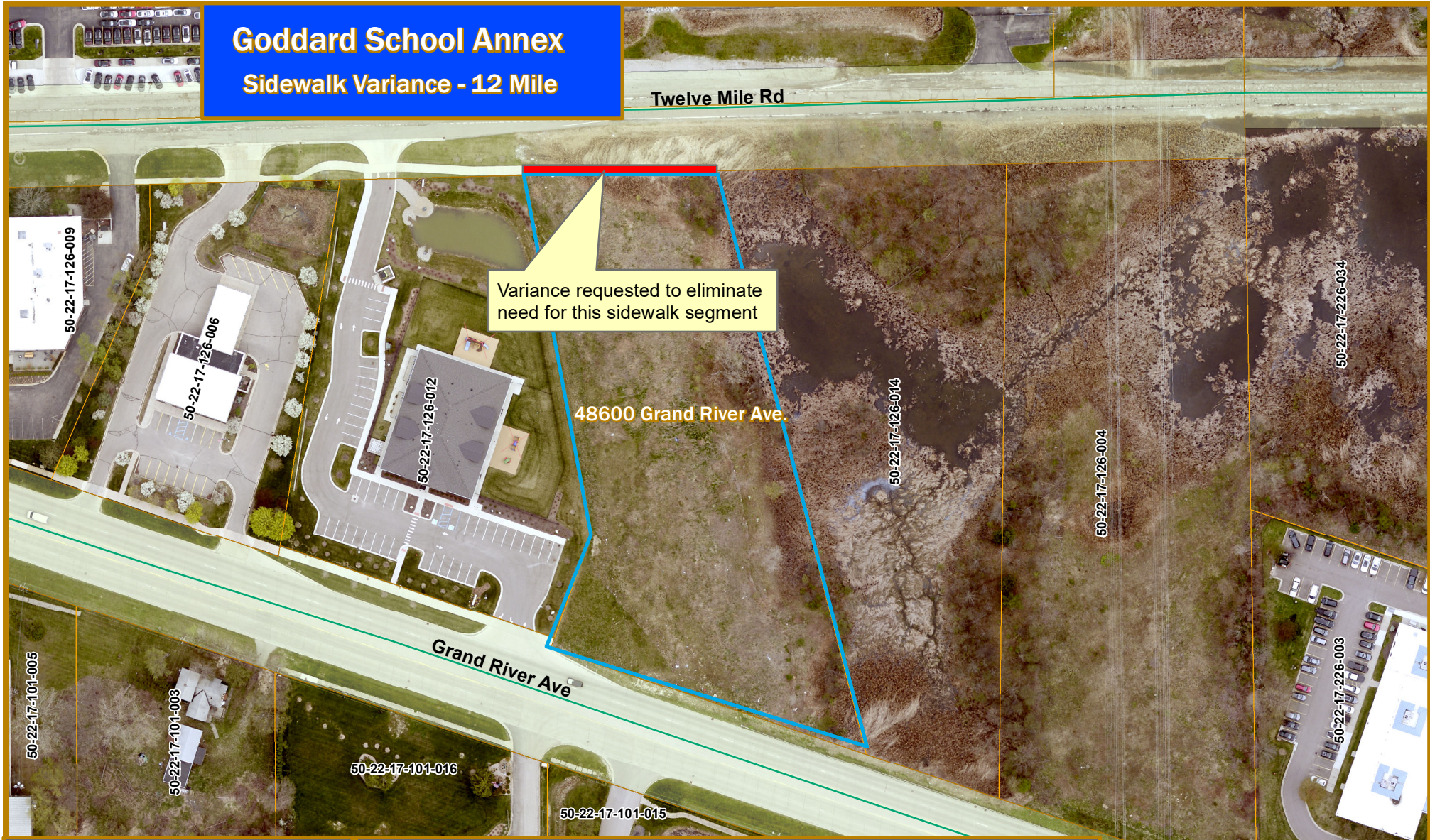
INTERNAL USE

Date Submitted: 10/30/2023
Code Section from which variance is sought: 11-10
Submittal Checklist: ☐ One (1) copy of plan on 8.5 x 11 size paper
☐ \$100 Filing Fee (No fee for driveway width variance requests)
Request Status: ☒ APPROVED ☐ DENIED
Authorized By: Ben Croy
Authorization Date: _____

Digitally signed by Ben

Gray
Date: 2023.11.08 14:43:55
-05'00'

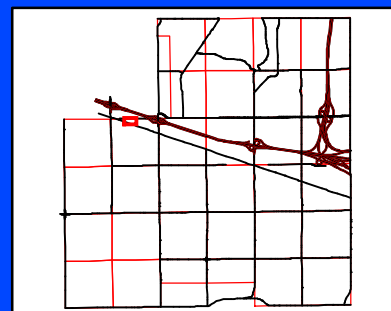
Goddard School Annex Sidewalk Variance - 12 Mile



Map Author: Adam Yako
Date: 10/31/2023
Project: JSP22-0059
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.



City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

0 35 70 140 210
Feet
1 inch = 125 feet





CITY OF NOVI
Engineering Division

MEMORANDUM

To: Ben Croy, Department of Public Works
Charles Boulard, Community Development

From: Adam Yako, Engineering Division

Date: October 31, 2023

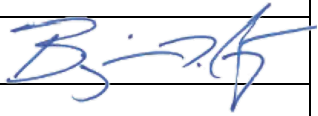
Re: Variance from Design & Construction Standards
Goddard School Annex JSP22-0059 – 12 Mile Road Sidewalk

Attached is a request for a Variance from the Design and Construction Standards. Please review for a future City Council Agenda. In accordance with Section 11-10 of the Ordinance, the following three conditions ***must be met*** for a variance to be granted by Council:

- 1) A literal application of the substantive requirement would result in exceptional, practical difficulty to the applicant.
- 2) The alternative proposed by the applicant would be adequate for the intended use and would not substantially deviate from the performance that would be obtained by strict enforcement of the standards; and,
- 3) The granting of the variance would not be detrimental to the public health, safety or welfare, nor injurious to adjoining or neighboring property.

Following review of the variance, check the appropriate box below and provide your signature. If you have no basis for recommending either approval or denial, please check the "No Exceptions Taken" box. If you are recommending approval or denial of the request, **please also complete the matrix on the reverse of this form.** Please return to my attention by **November 02, 2023**

ROUTING

Delivered To	Returned On	RECOMMENDED ACTION			Signature
		Approval*	Denial*	No Exceptions Taken	
Ben Croy (Engineering)		X			
Charles Boulard (Comm Dev.)					

*** SEE REVERSE**

If recommending approval or denial, please complete the following:

1. Would a literal application of the substantive requirement of the ordinance result in an exceptional, practical difficulty to the application? ☒ Yes No ☐

Explain:

There is no future plan to extend sidewalk along 12 Mile, and therefore would not make sense to construct this segment at this time.

2. Would the alternative proposed by the applicant be adequate for the intended use and not deviate from the performance that would be obtained by strict enforcement of the standards? ☒ Yes No ☐

Explain:

Yes, see above.

3. Would granting the variance not be detrimental to public health, safety, or welfare, and not injurious to adjoining or neighboring property? ☒ Yes No ☐

Explain:

Yes, see above.



CITY OF NOVI
Engineering Division

MEMORANDUM

To: Ben Croy, Department of Public Works
Charles Boulard, Community Development

From: Adam Yako, Engineering Division

Date: October 31, 2023

Re: Variance from Design & Construction Standards
Goddard School Annex JSP22-0059 – 12 Mile Road Sidewalk

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ROUTING

Delivered To	Returned On	RECOMMENDED ACTION			Signature
		Approval*	Denial*	No Exceptions Taken	
Ben Croy (Engineering)					
Charles Boulard (Comm Dev.)	10/31/23			<i>a</i>	<i>Charles</i>

*** SEE REVERSE**



CITY OF NOVI CITY COUNCIL NOVEMBER 20, 2023

SUBJECT: Approval of the request from Goddard School Annex (JSP22-0059) at 48600 Grand River Avenue (parcel no. 50-22-17-126-013) for a variance from the Design and Construction Standards Section 11-256(b) to pay into the City Sidewalk Fund in lieu of construction of the boardwalk along Grand River Avenue.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The property owner is adding approximately 16,000 square feet to an existing building, 12,000 square feet of associated parking and paved playground area at 48600 Grand River Avenue (parcel no. 50-22-17-126-013). Section 11-256 (b) of the Code of Ordinances outlines the requirement to construct a sidewalk along their Grand River frontage. The ordinance indicates the property owner may request an administrative variance from this requirement if a pathway does not exist within 300 feet. At this time, the property owner is requesting to eliminate the construction of the boardwalk, and instead pay into the City's sidewalk fund an amount equal to the current construction cost of the boardwalk segment (\$36,000). The concrete sidewalk portion along Grand River would be constructed with the development.

Engineering Division staff supports this variance request since there is no sidewalk in proximity to the east of the parcel, and because constructing this boardwalk segment with a future project would be a better long-term plan. The Community Development Department also reviewed this request and has does not object.

RECOMMENDED ACTION: Approval of the request from Goddard School Annex (JSP22-0059) at 48600 Grand River Avenue (parcel no. 50-22-17-126-013) for a variance from the Design and Construction Standards Section 11-256(b) to pay into the City Sidewalk Fund in lieu of construction of the boardwalk along Grand River Avenue.



Request for Variance Design and Construction Standards

Applicant Information

Name: Derick Doe
Address: 48600 Grand River Avenue
Novi, MI, 48374
Phone No: 248-938-0400

Engineer Information

Name: Al Pruss
Address: 298 Veterans drive
Fowlerville, MI, 48836
Phone No: 517-223-3512

Applicant Status (please check one):

☒ Property Owner ☐ Developer ☐ Developer / Owner Representative
☐ Other _____

Project Name Goddard School Annex

Project Address/Location 48600 Grand River Avenue Novi, MI, 48374

Variance Request Additional sidewalk along Grand River Avenue

Justification (attach additional pages if necessary)

The property to the east is a wetland. A sidewalk in this direction would end at the wetland and not connect to another development. The grades along the south property line begin to drop off as you approach the south east corner and will not allow a typical sidewalk. There is not a sidewalk on the north side of Grand River until 400 feet beyond the eastern property line.

The project is proposing to construct sidewalk until the top of the slope down to the wetland, leaving the sidewalk 70 feet short of the property line. The walk will be 470 feet from the next sidewalk (two properties to the east). The remaining 70 feet to on the property would have to be constructed as 12' wide boardwalk, or sidewalk behind the Grand River guardrail with wetland fill. The owner agrees to pay the value of the not constructed sidewalk into the City's sidewalk fund in lieu of construction of the remaining sidewalk on the property.

INTERNAL USE

Date Submitted: 10/30/2023
Code Section from which variance is sought: 11-10
Submittal Checklist: ☐ One (1) copy of plan on 8.5 x 11 size paper
☐ \$100 Filing Fee (No fee for driveway width variance requests)
Request Status: ☐ APPROVED ☐ DENIED
Authorized By: Ben Croy
Authorization Date: _____

Digitally signed by Ben
Croy
Date: 2023.11.08 16:07:28
+05'00'

MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
298 VETERANS DRIVE
FOWLERVILLE, MI 48836
517-223-3512

PROJECT NAME: Goddard School Annex JOB NO. 21-284

Grand River Avenue - Sidewalk and Boardwalk

(Sidewalk to be extended an additional 30 feet +/-, grading allowed in wetland buffer)

ITEM CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM PRICE
1	900	SF	Boardwalk (12' wide, 75' long)	\$40.00	\$36,000.00
					\$0.00
TOTAL COST					\$36,000.00

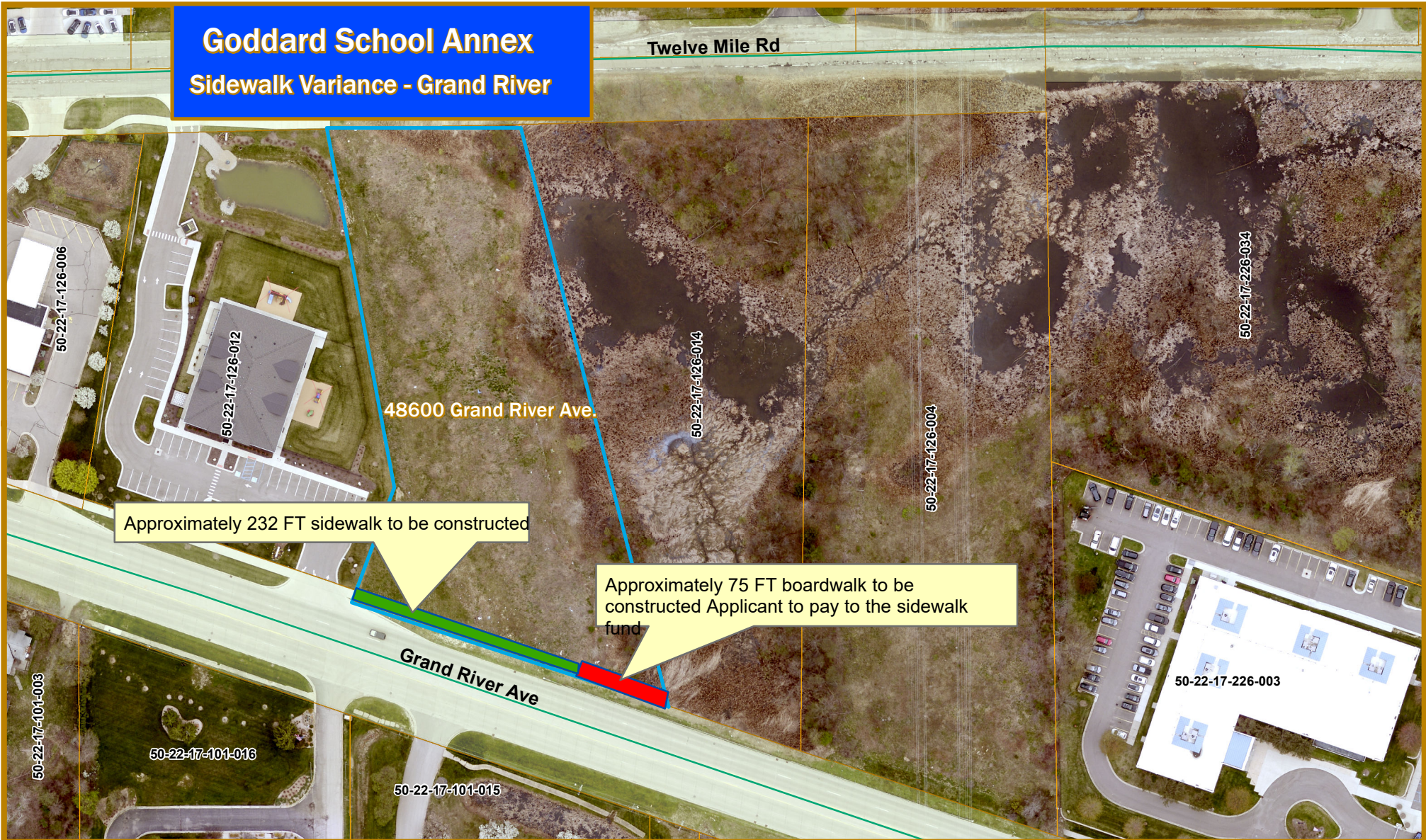
Grand River Avenue - Sidewalk Only (would require wetland fill)

ITEM CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM PRICE
1	840	SF	SIDEWALK (8' wide, 105' long - Incl. trench, base and restoration)	\$10.00	\$8,400.00
					\$0.00
TOTAL SANITARY SEWER					\$8,400.00

12 Mile Road - Boardwalk Only

ITEM CODE	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM PRICE
2	1,400	SF	BOARDWALK (8' WIDE, 175' LONG)	\$40.00	\$56,000.00
					\$0.00
TOTAL WATER MAIN					\$56,000.00

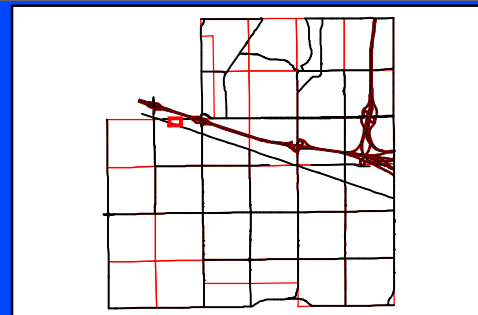
Goddard School Annex Sidewalk Variance - Grand River



Map Author: Adam Yako
Date: 10/31/2023
Project: JSP22-0059
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.



City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

0 35 70 140 210
Feet
1 inch = 125 feet





CITY OF NOVI
Engineering Division

MEMORANDUM

To: Ben Croy, Department of Public Works
Charles Boulard, Community Development

From: Adam Yako, Engineering Division

Date: October 31, 2023

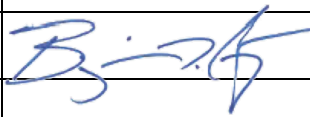
Re: Variance from Design & Construction Standards
Goddard School Annex JSP22-0059 – Grand River Ave. Sidewalk

Attached is a request for a Variance from the Design and Construction Standards. Please review for a future City Council Agenda. In accordance with Section 11-10 of the Ordinance, the following three conditions ***must be met*** for a variance to be granted by Council:

- 1) A literal application of the substantive requirement would result in exceptional, practical difficulty to the applicant.
- 2) The alternative proposed by the applicant would be adequate for the intended use and would not substantially deviate from the performance that would be obtained by strict enforcement of the standards; and,
- 3) The granting of the variance would not be detrimental to the public health, safety or welfare, nor injurious to adjoining or neighboring property.

Following review of the variance, check the appropriate box below and provide your signature. If you have no basis for recommending either approval or denial, please check the "No Exceptions Taken" box. If you are recommending approval or denial of the request, **please also complete the matrix on the reverse of this form.** Please return to my attention by **November 02, 2023.**

ROUTING

Delivered To	Returned On	RECOMMENDED ACTION			Signature
		Approval*	Denial*	No Exceptions Taken	
Ben Croy (Engineering)		X			
Charles Boulard (Comm Dev.)					

*** SEE REVERSE**

If recommending approval or denial, please complete the following:

1. Would a literal application of the substantive requirement of the ordinance result in an exceptional, practical difficulty to the application? ☒ Yes ☐ No

Explain:

Would rather not have a dead-end boardwalk constructed that will sit unused. Would be better long-term if the applicant pays into the sidewalk fund, and this portion of boardwalk is constructed at the time the pathway is extended to the east.

2. Would the alternative proposed by the applicant be adequate for the intended use and not deviate from the performance that would be obtained by strict enforcement of the standards? ☒ Yes ☐ No

Explain:

Yes, see above.

3. Would granting the variance not be detrimental to public health, safety, or welfare, and not injurious to adjoining or neighboring property? ☒ Yes ☐ No

Explain:

Yes, see above.



CITY OF NOVI
Engineering Division

MEMORANDUM

To: Ben Croy, Department of Public Works
Charles Boulard, Community Development

From: Adam Yako, Engineering Division

Date: October 31, 2023

Re: Variance from Design & Construction Standards
Goddard School Annex JSP22-0059 – Grand River Ave. Sidewalk

Attached is a request for a Variance from the Design and Construction Standards. Please review for a future City Council Agenda. In accordance with Section 11-10 of the Ordinance, the following three conditions ***must be met*** for a variance to be granted by Council:

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- 2) The alternative proposed by the applicant would be adequate for the intended use and would not substantially deviate from the performance that would be obtained by strict enforcement of the standards; and,
- 3) The granting of the variance would not be detrimental to the public health, safety or welfare, nor injurious to adjoining or neighboring property.

Following review of the variance, check the appropriate box below and provide your signature. If you have no basis for recommending either approval or denial, please check the "No Exceptions Taken" box. If you are recommending approval or denial of the request, **please also complete the matrix on the reverse of this form.** Please return to my attention by **November 02, 2023.**

ROUTING

Delivered To	Returned On	RECOMMENDED ACTION			Signature
		Approval*	Denial*	No Exceptions Taken	
Ben Croy (Engineering)					
Charles Boulard (Comm Dev.)	10/31/23			<i>α</i>	<i>Charles</i>

*** SEE REVERSE**



CITY OF NOVI CITY COUNCIL
NOVEMBER 20, 2023

SUBJECT: Acceptance of a highway easement and temporary grading easement for completion of sidewalk at 39415 Ten Mile Road in the amount of \$30,000.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 28,500.00 Highway Easement \$ 1,500.00 Temporary Grading Easement \$ 30,000.00 Total
AMOUNT BUDGETED	\$ 30,000.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	204-446.00-974.475

BACKGROUND INFORMATION:

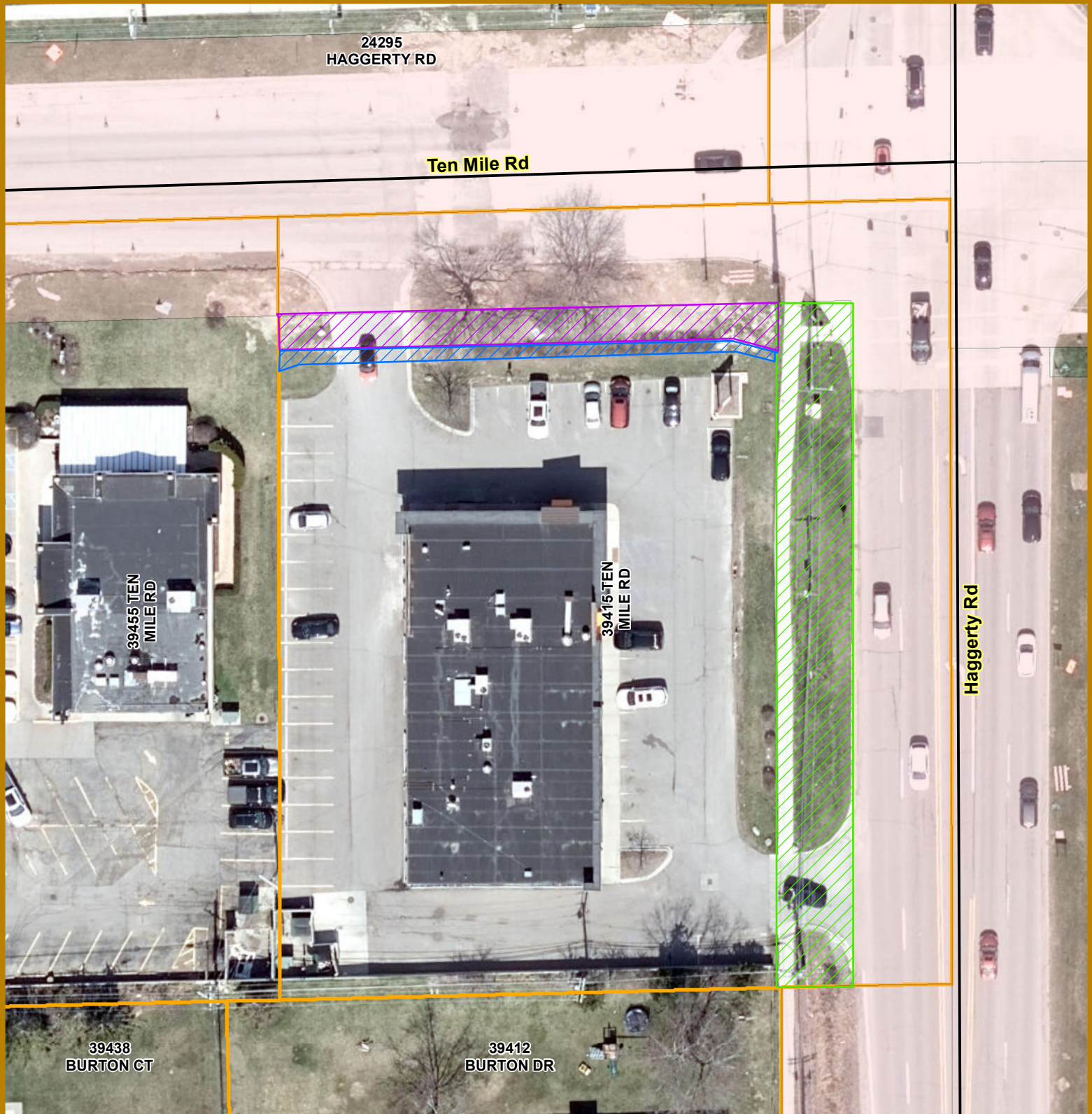
The Road Commission of Oakland County (RCOC) recently completed a 10 Mile Road Rehabilitation and Widening project between Meadowbrook Road and Haggerty Road. Part of the project involved filling in sidewalk gaps along 10 Mile Road, which required the acquisition of easements from property owners where there was insufficient right-of-way to construct sidewalk. One of the parcels requiring an easement is at the southwest corner of 10 Mile Road and Haggerty Road, parcel 50-22-25-226-011. The RCOC was unable to come to an agreement with the property owner prior to the deadline for federal funding obligation so the sidewalk segment was dropped from the project. Due to the high priority of completing sidewalk along the 10 Mile Road corridor, City staff recommend accepting the highway easement and temporary grading easement for the value requested by the property owner of \$30,000.

The City Attorney reviewed the signed easement favorably (Beth Saarela, January 27, 2023). Construction of the sidewalk would occur in spring 2024 under an existing construction contract.

RECOMMENDED ACTION: Acceptance of a highway easement and temporary grading easement for completion of sidewalk at 39415 Ten Mile Road in the amount of \$30,000.

39415 Ten Mile Road Easements

Location Map



Map Author: Runkel
Date: 10-30-23
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

- Right of Way - Novi Edits
- Tax Parcels

- Existing Easement
- Proposed Highway Easement
- Proposed Temporary Grading Easement



City of Novi
Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



0 5 10 20 30
Feet

1 inch = 45 feet

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

November 1, 2023

Rebecca Runkel, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Ten Mile Sidewalk Project – Highway Easement and Temporary Grading Easement -Parcel: 22-25-226-011 – 39415 Ten Mile

Dear Ms. Runkel:

We have received and reviewed the following easements that the City has acquired for construction of sidewalk along Ten Mile Road:

- Highway Easement – Parcel 22-25-226-011 (\$28,500.00)
- Temporary Grading Easement – Parcel 22-25-226-011 (\$1,500.00)

RCOC was unable to acquire this easements in connection with its Ten Mile Road Rehabilitation Project because the Property owner was not willing to accept the appraised value provided by RCOC and requested attorneys' fees in addition to the value of the easements. The City proposes to construct the sidewalk at this time and the property owner and City staff have negotiated an offer initially based on, but exceeding, the RCOC appraisal, based on the high priority of the project.

The Highway Easement is in the RCOC standard Highway Easement format and in addition to sidewalk construction, it allows road construction and utility installation within the easement area. The Temporary Grading Easement is also a standard form Temporary Grading Easement, and is acceptable for the purposes provided. The easements may be placed on an upcoming City Council Agenda for acceptance. Once accepted, the easements should be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner. It is our understanding that the City's Engineering Division has the original easement for recording. The Highway Easement may be assigned to RCOC, as needed, for road right-of-way improvement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Rebecca Runkel, Project Engineer
City of Novi
November 1, 2023
Page 2

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)

HIGHWAY EASEMENT

KNOW ALL PERSONS that the William V. Licari Trust under trust agreement dated August 18, 1986, ("Grantor(s)"), whose address is 5430 Inverrary Lane, Commerce Township, MI 48382, for and in consideration of Twenty-eight thousand and five-hundred dollars (\$28,500), paid to Grantor by the City of Novi, a Michigan Municipal Corporation, ("Grantee"), whose address is 45175 Ten Mile Road, Novi, Michigan 48375, does hereby grant to the Grantee, a permanent easement for all public highway purposes ("Highway Easement") and to construct, operate, maintain, repair, and/or replace roadways, utilities, sidewalk, and other infrastructure improvements in, over, under, upon, and through a portion of the following described premises ("Property") situated in the City of Novi, County of Oakland, State of Michigan as such Highway Easement is more particularly described, drawn and depicted on the attached Exhibit A.

Tax Parcel No.: 50-22-25-226-011

The Highway Easement consists of a variable width easement described as follows:

SEE HIGHWAY EASEMENT DRAWING, ATTACHED AS EXHIBIT "A,"

This Highway Easement includes, but is not limited to, the consent of the Grantor, within the Highway Easement area, to the removal of any trees, shrubs, and/or vegetation, to grading, to the occupancy of the Property by public utilities, and to other matters which, in the sole discretion of the Grantee, may be necessary in connection with all public highway purposes and the construction, operation, maintenance, repair, and/or replacement of roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the Highway Easement. Grantor waives further notice of such actions.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be restored at Grantee's sole cost and expense to substantially the condition that existed prior to construction by the Grantee, its agents, employees or contractors.

This Highway Easement runs with the land and shall bind the Grantor and the Grantor's heirs, representatives, successors, and assigns. This Highway Easement contains the entire understanding of the Grantor and the Grantee, and there are no other verbal promises between the Grantor and the Grantee except as shown herein.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 13 day of October, 2023.

GRANTOR

William V. Licari Trust
Under trust agreement dated August 18, 1986

BY: Amy Licari Cheeseman
AMY LICARI CHEESEMAN

ITS: TRUSTEE

STATE OF MICHIGAN)
COUNTY OF Oakland) SS.

The foregoing consent to easement was acknowledged before me this 13 day of October, 2023, by Amy Licari Cheeseman, the Trustee of William V. Licari Trust, a Michigan Trust, on its behalf.

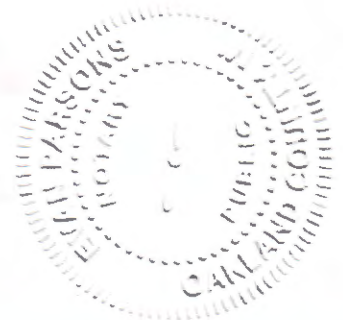
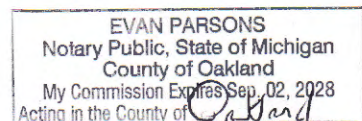
[Signature]
Notary Public
Oakland County, MI
My Commission Expires: 9-2-2028

Parcel No. 50-22-25-226-011

Drafted by:
Elizabeth Saarela, Esq.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

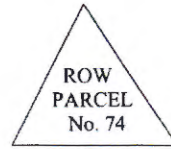
When recorded return to:

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

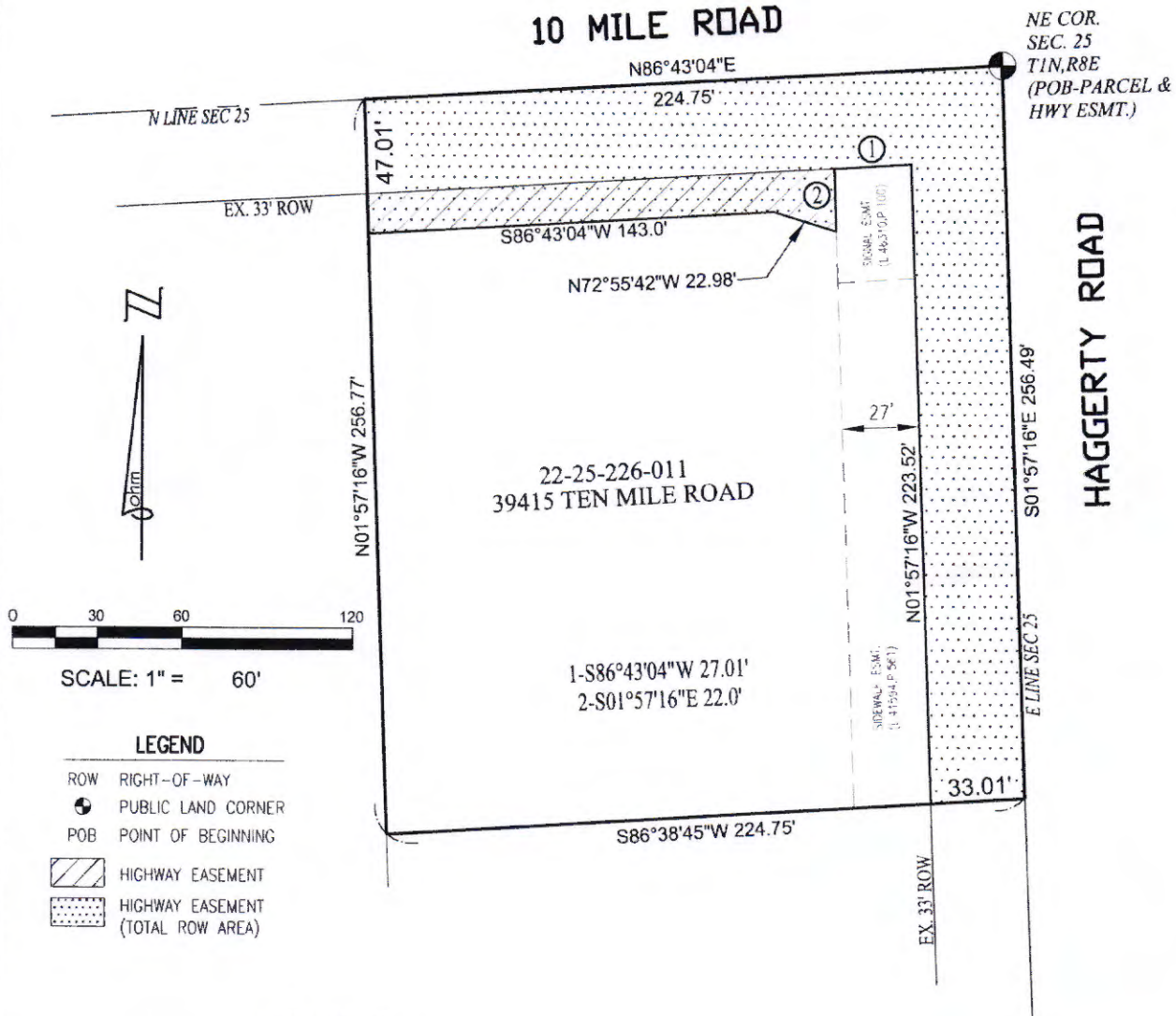


RECORDING FEE _____ REVENUE STAMPS _____

EXHIBIT A
PARCEL 22-25-226-011
39415 TEN MILE ROAD



HIGHWAY EASEMENT



LAND AREAS

PARENT PARCEL	= 1.324 ACRES (57,660 SQ. FEET)
EXISTING ROW	= 0.340 ACRES (14,792 SQ. FEET)
PROPOSED HIGHWAY EASEMENT	= 0.055 ACRES (2,393 SQ. FEET)
HIGHWAY EASEMENT (TOTAL ROW)	= 0.395 ACRES (17,185 SQ. FEET)

***BEARINGS BASED ON
OAKLAND COUNTY TAX ROLLS

10 MILE ROAD REHABILITATION AND WIDENING PARCEL # 22-25-226-011 SECTION 25, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN			DATE 11-09-2020	
			SHEET 1 OF 1	
			CLIENT: ROAD COMMISSION FOR OAKLAND COUNTY	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM				
COPYRIGHT 2017 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM				

EXHIBIT "B"
10 Mile Road Rehabilitation and Widening
Project No. 55601
Tax ID: 22-25-226-011
Parcel 74

PARENT PARCEL DESCRIPTION

A parcel of land situated in the NE 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows:

Beginning at the NE corner of said Section 25; thence S 01°57'16" E 256.49 feet; thence S 86°38'45" W 224.75 feet; thence N 01°57'16" W 256.77 feet; thence N 86°43'04" E 224.75 feet to the Point of Beginning.

HIGHWAY EASEMENT DESCRIPTION

A parcel of land situated in the NE 1/4 of Section 25, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows:

Beginning at the NE corner of said Section 25; thence S 01°57'16" E 256.49 feet along the East line of said Section 25; thence S 86°38'45" W 33.01 feet along the South line of said parent parcel; thence N 01°57'16" W 223.52 feet along the West right of way line of Haggerty Road; thence S 86°43'04" W 27.01 feet along the South right of way line of 10 mile Road; thence S 01°57'16" E 22.0 feet; thence N 72°55'42" W 22.98 feet; thence S 86°43'04" W 143.0 feet; thence N 01°57'16" W 47.01 feet along the West line of said parent parcel; thence N 86°43'04" E 224.75 feet along the North line of said Section 25 to the Point of Beginning.

Containing 17,185 square feet, more or less.

Part of Tax ID No. 22-25-226-011
39415 TEN MILE ROAD

Dated: November 09, 2020
SH

TEMPORARY GRADING EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the William V. Licari Trust under trust agreement dated August 18, 1986, whose address is 5430 Inverrary Lane, Commerce Township, MI 48382, hereinafter referred to as ("Grantor"), being title holder to the following described parcel of land, to wit:

Description of Parcel:

See Exhibit "A"

Tax Identification Number: 50-22-25-226-011

for and in consideration of One-thousand and Five-hundred dollars (\$1,500), receipt of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375, (hereinafter referred to as "Grantee"), a temporary grading easement, over, upon, across, in, through, and under the following described real property to wit:

See Exhibit "A"

and to enter upon sufficient land adjacent to said temporary grading easement to access, move men and equipment on and through, the right to store materials and excavated earth, remove vegetation and alter the underlying land in, over, upon and through the properties described above in the particular areas shown in Exhibit A, attached.

I understand this only grants permission to the Contractor to perform work directly relating to the listed project and upon completion of required grading operations the property will be fully restored.

Grantee may install, repair, replace and maintain lines and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above described easement.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be reasonably restored to its prior condition by Grantee.

The permissive rights set forth herein shall start as of the date the contractor commences work on the above project and shall terminate on the date that the contractor completes the 10 Mile Road Rehabilitation and Widening Project, Meadowbrook Road to Haggerty Road, as set forth in plans dated April 15, 2022.

IN WITNESS WHEREOF, the undersigned Grantors have affixed their
signatures this 13 day of October A.D., 2023.

**WILLIAM V. LICARI TRUST
UNDER TRUST AGREEMENT DATED
AUGUST 18, 1986**

By: Amy Licari Cheeseman
Amy Licari Cheeseman

Its: Trustee

STATE OF MICHIGAN)

COUNTY OF Oakland)SS

On this 13 day of October, A.D., 2023 before me, a Notary Public in and for said County, appeared Amy Licari Cheeseman, and to me known personally known, who, being by me duly sworn, did each for himself say that they are respectively the trustee and the _____ of William V Licari Trust, the corporation named in and which executed the within instrument and, that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument the free act and deed of said corporation.

[Signature]
Notary Public, Oakland County, MI

My commission expires 9-2-2028

EVAN PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Sep 02, 2028
Acting in the County of Oakland

This instrument drafted by:
Rebecca Runkel
26300 Lee BeGole Dr
Novi, MI 48375

WHEN SIGNED RETURN TO:
City Clerk's Office
City of Novi
45175 Ten Mile Road
Novi, MI 48375



ROW
PARCEL
No. 74



PARENT PARCEL	= 1.324 ACRES (57,660 SQ. FEET)
TEMPORARY EASEMENT	= 0.016 ACRES (700 SQ. FEET)

10 MILE ROAD REHABILITATION AND WIDENING PARCEL # 22-25-226-011 SECTION 25, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN			DATE 11-09-2020
			SHEET 1
			OF 1
CLIENT: ROAD COMMISSION FOR OAKLAND COUNTY	ROCC PROJECT # 55601	OHM JOB # 0170-20-0010	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
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CITY OF NOVI CITY COUNCIL
NOVEMBER 20, 2023

SUBJECT: Adoption of Resolution for application to the Transportation Alternatives Program (TAP) grant for construction of a pathway connector between the ITC Trail and Bosco Fields park.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The City of Novi is applying for a Transportation Alternatives Program (TAP) grant for construction of a pathway connection between the existing ITC Trail and Bosco Fields park, which is located at 47481 11 Mile Road. The TAP is a federally funded program administered through the Michigan Department of Transportation (MDOT). MDOT requires adoption of this resolution as part of the grant application process to indicate the expected level of financial support, authorize a specific agent to sign a project contract upon receipt of grant funding, commit to operation and maintenance of the pathway, and commit to responsibility of costs not covered by the grant. The tentative funding decision date is March 6, 2024.

The City Attorney has reviewed the resolution and sees no legal impediment (Beth Saarela, November 13, 2023).

RECOMMENDED ACTION: Adoption of Resolution for application to the Transportation Alternatives Program (TAP) grant for construction of a pathway connector between the ITC Trail and Bosco Fields park.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION FOR APPLICATION TO THE TRANSPORTATION ALTERNATIVES PROGRAM GRANT

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on November 20, 2023, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS; the City of Novi has proposed a pathway connection between the ITC Trail and Bosco Fields park; and

WHEREAS; the City of Novi is submitting an application to MDOT for a Transportation Alternatives Program (TAP) grant in the amount of \$541,916.70 and the City of Novi will provide \$361,277.80, for a total construction cost of \$903,194.50; and

WHEREAS; the City of Novi has authorized the Mayor and City Clerk, as representative on behalf of the City of Novi to sign a contract upon receipt of a grant funding award; and

WHEREAS: The City Engineer, or his or her designee, will act as agent/representative on behalf of the applicant agency during project development; and

WHEREAS; the City of Novi has committed to owning and maintaining the pathway connection between the ITC Trail and Bosco Fields park in perpetuity; and

WHEREAS; the City of Novi has claimed responsibility for engineering, permits, administration, potential cost overruns, and any non-participating costs.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the City of Novi hereby resolves to take all actions necessary to submit a Transportation Alternatives Program (TAP) grant

application to MDOT in connection with the ITC Trail to Bosco Fields Pathway Connector, as outlined in the application.

AYES:

NAYS:

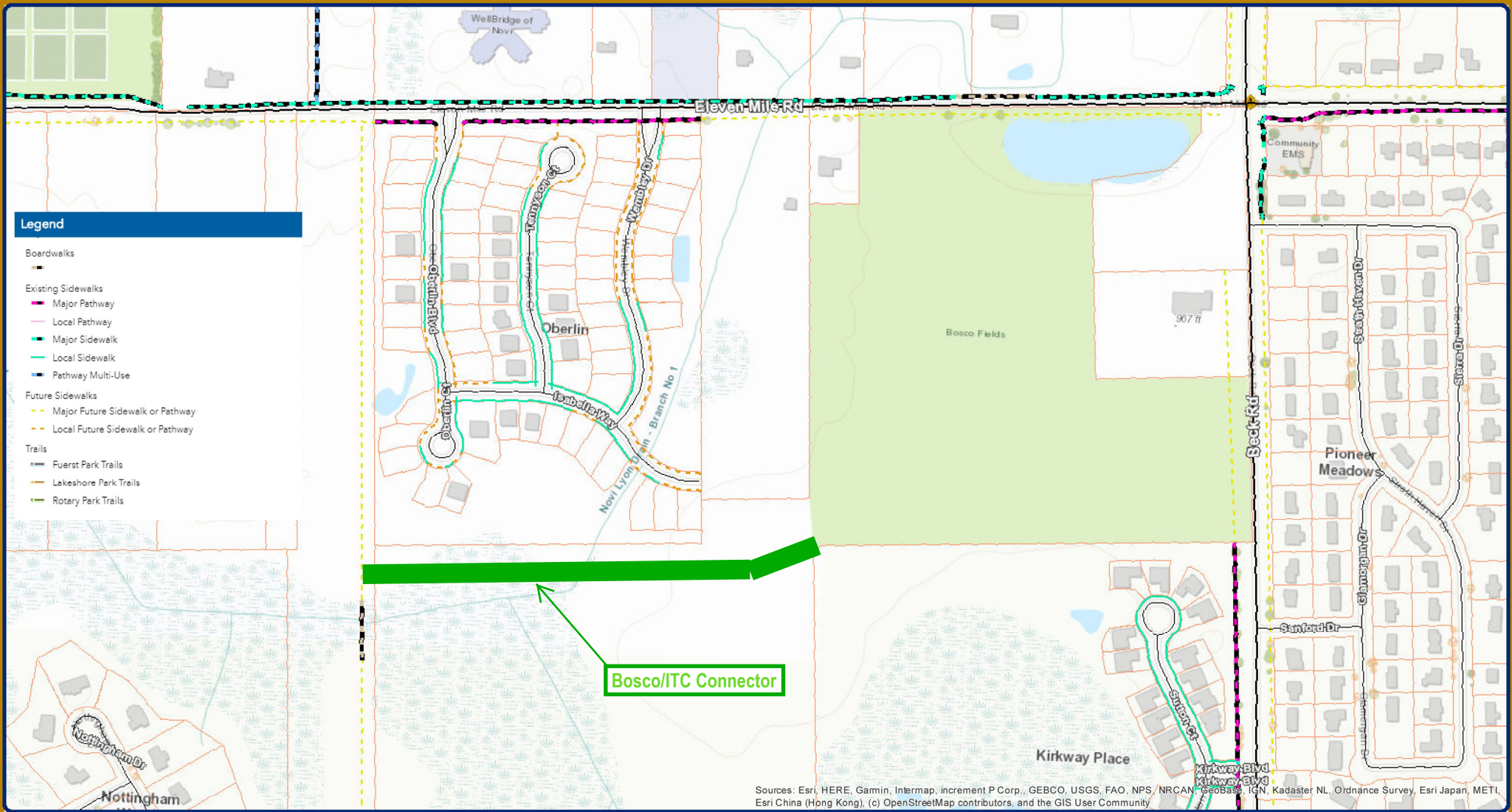
RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2023, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi



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.

0 0.02250.045 0.09 0.135
mi
1 inch = 376 feet

Bosco Fields Pathway



Map Print Date:
10/13/2019



City of Novi

45175 Ten Mile Rd
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

November 13, 2023

Rebecca Runkel, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Resolution for Application to the Transportation
Alternatives Program Grant - Pathway Connection Between the
ITC Trail and Bosco Fields Park**

Dear Ms. Runkel:

We have received and reviewed the enclosed Resolution for Application to the Transportation alternatives Program Grant. The Resolution appears to meet the requirements for submittal of the Application for TAP Grant Funding. We see no legal impediment to approval of the Resolution for submittal with the application package.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/ Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



CITY OF NOVI CITY COUNCIL NOVEMBER 20, 2023

SUBJECT: Approval to accept the Bill of Sale for the ITC Trail Comfort Station per the requirements of the Terra PRO Agreement and site plan, JSP17-0052. The site is along the north side of Nine Mile Road at Garfield Road.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

Cambridge of Novi, LLC is the developer of Terra, a single-family residential development (40 lots, 2 Phases). The project is located along the north side of Nine Mile at Garfield Road. The majority of the development is complete, with some home construction still remaining.

The PRO Agreement and the site plan approval included the construction of a comfort station (shelter and parking area) to be donated to the City. The parcel containing the improvements is already owned by the City.

The City Attorney has approved the Bill of Sale for the comfort station to be dedicated to the City (Beth Saarela, July 27, 2023).

RECOMMENDED ACTION: Approval to accept the Bill of Sale for the ITC Trail Comfort Station per the requirements of the Terra PRO Agreement and site plan, JSP17-0052. The site is along the north side of Nine Mile Road at Garfield Road. This motion is made as the documents are in a form acceptable to the City Attorney's office.

ITC Trail Comfort Station

Bill of Sale

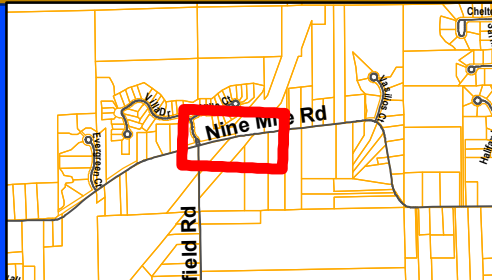


Map Author: Adam Yako
Date: 11/8/2023
Project: Terra JSP17-0052
Version #:

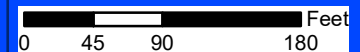
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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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
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 27, 2023

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

RE: Terra JSP 17-52
Bill of Sale – Comfort Station

Dear Ms. McBeth:

We have received and reviewed the original executed Bill of Sale for the Comfort Station improvements for the Development. Subject to the City Planner and/or Engineer's approval of the improvements listed in the Bill of Sale as consistent with the site plan, the Bill of Sale may be placed on a City Council agenda for acceptance.

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

C: Cortney Hanson, Clerk (Originals Enclosed)
Charles Boulard, Community Development Director (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Diana Shanahan, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Sarah Marchioni, Sarah Marchioni, Project Coordinator (w/Enclosure)
Ben Croy, City Engineer (w/Enclosures)
Humna Anjum, Civil Engineer (w/Enclosures)
Adam Yako, Civil Engineer (w/Enclosures)
Rebecca Runkel, Civil Engineer (w/Enclosures)
Alyssa Craigie, Administrative Assistant (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Mark Guidobono, Cambridge of Novi, LLC (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, Cambridge of Novi, LLC, whose address is 47765 Bellagio Drive, Michigan 48167, for the sum of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF NOVI, 45175 Ten Mile Road, Novi, Michigan 48375, all of the improvements, appurtenances, and structures, including but not limited to the covered shelter (built using trusses and shingled roof with a concrete pad underneath) and asphalt parking lot in the area as shown on the final approved site plan for the ITC Comfort station, dated 11-20-18, attached hereto and incorporated as Exhibit A. Cambridge of Novi LLC is not responsible for any maintenance, repair or replacement of the improvements transferred by this Bill of Sale or for any damages or defects in said improvements. The improvements are being transferred in their "as is/where is" condition with no representations or warranty and with no liability to Cambridge of Novi, LLC.

In witness whereof, the undersigned has executed these presents this 5th day of July, 2023.

Signed By

Cambridge of Novi, LLC

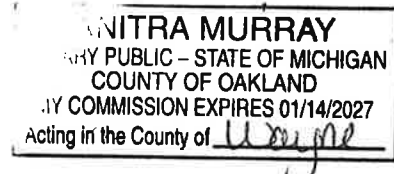
By [Signature] Its Member
Mark Guidobono

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me 5th day of July, 2023 by Mark Guidobono, the member of Cambridge of Novi, LLC of a Michigan limited liability company, on behalf of the company.

[Signature]
Notary Public Anitra Murray
Acting in Wayne County, Michigan
My commission expires: 01/14/2027

Drafted By:
Elizabeth K. Saarela
JOHNSON, ROSATI, SCHULTZ & JOPPICH, P>C<
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

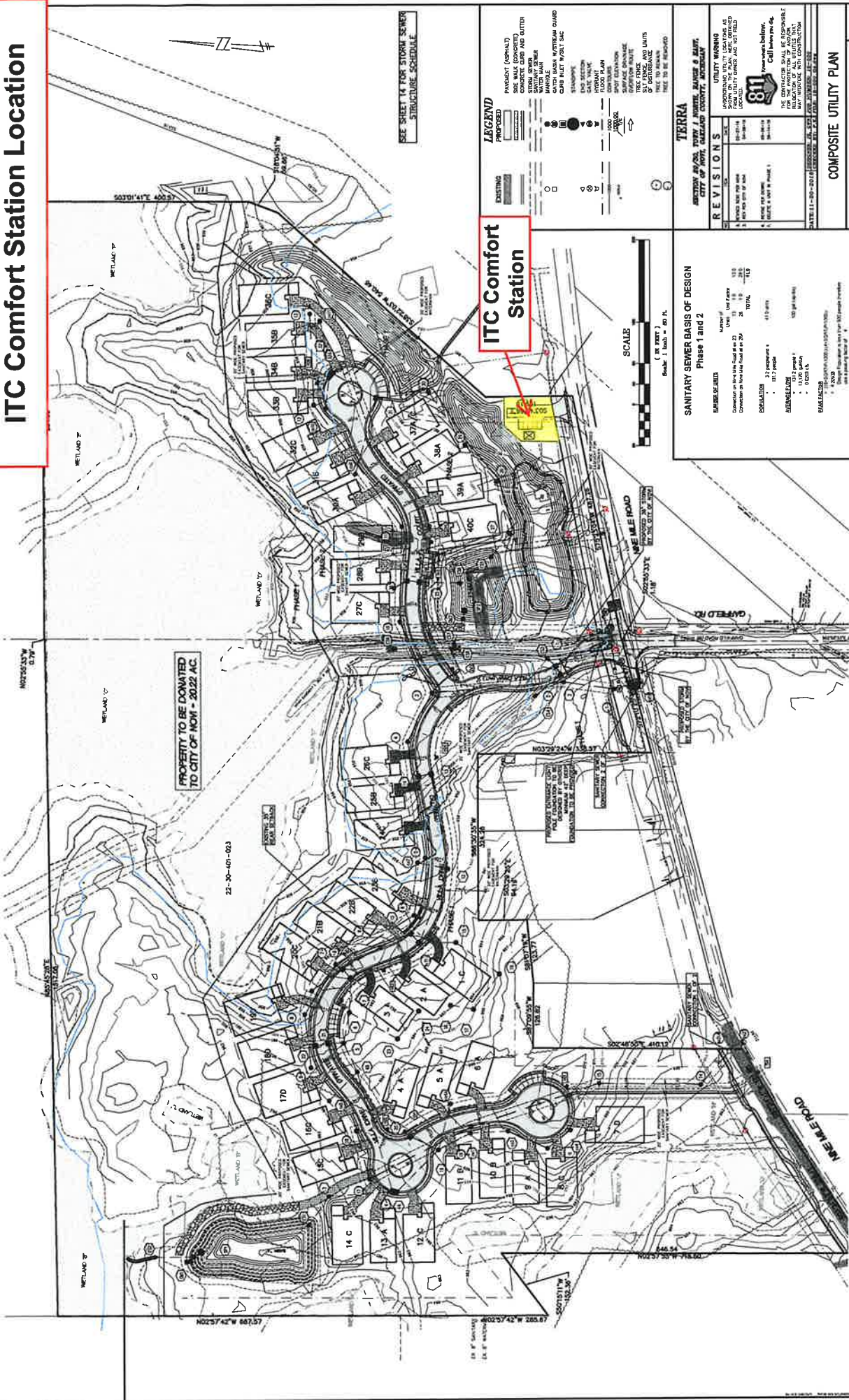


When recorded, return to:
Cortney Hanson, Clerk
CITY OF NOVI
45175 Ten Mile Road
Novi, MI 48375-3024

Exhibit A

DEPICTION OF PARKING AREA

Exhibit A



SEE SHEET 14 FOR STORM SEWER
STRUCTURE SCHEDULE

ITC Comfort Station

BACKGROUND

[illegible]

Vadda

SECTION 28/30, TOWN 1 NORTH, RANGE 6 EAST, SECTION 30, TOWNSHIP 28 NORTH, RANGE 6 EAST, CITY OF HOUSTON, GALVESTON COUNTY, TEXAS	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>08-14-10</td> <td>PRELIMINARY</td> </tr> <tr> <td>2</td> <td>08-14-10</td> <td>REVISION</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	08-14-10	PRELIMINARY	2	08-14-10	REVISION	UTILITY WARNING UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN WERE OBTAINED FROM THE UTILITY OWNER AND ARE BELIEVED TO BE ACCURATELY LOCATED.	UTILITY WARNING UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN WERE OBTAINED FROM THE UTILITY OWNER AND ARE BELIEVED TO BE ACCURATELY LOCATED.
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NO.	DATE	DESCRIPTION										
1	08-14-10	PRELIMINARY										
2	08-14-10	REVISION										

[illegible]

SITE UTILITY PLAN

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YEAST SHEETS

3
ENGINEERING, L.L.C.

10 • NORTHVILLE, MI • 48167
EMAIL: info@thebertoni.com

Source: U.S. Census Bureau, *Statistical Abstract of the United States: 1997*, Table 1201.

SANITARY SEWER BASIS OF DESIGN

Phase 1 and 2

1

Unit	Unit Factor
1	1.0
2	1.0
3	1.0
4	1.0
5	1.0
6	1.0
7	1.0
8	1.0
9	1.0
10	1.0
11	1.0
12	1.0
13	1.0
14	1.0
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93	1.0
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97	1.0
98	1.0
99	1.0
100	1.0

25	10	200
TOTAL		450

© 2004 Blackwell Publishing Ltd
Journal of Internal Medicine 255: 105–112

© 2000 Blackwell Science Ltd

100

10.1080/00137920600553505

Source: *Journal of the American Medical Association*, 2000, 284:1211-1212.

► **Practical tips**

0011-8741/96/0005-0000\$05.00/0

100

PIPE DUCT & IS 165201
PACTY IS SUFFICIENT

1



CITY OF NOVI CITY COUNCIL NOVEMBER 20, 2023

SUBJECT: Authorization to close on the purchase of property (Parcel No. 22-24-301-013) located on Meadowbrook Road between Grand River Avenue and Ten Mile Road, approximately 4.51 acres for the purchase price of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00), subject to the existing building and use restrictions and easements of record.

SUBMITTING DEPARTMENT: City Manager

BACKGROUND INFORMATION:

The City entered into a purchase agreement for this property back in July 2023. Closing is required to occur no later than December 15, 2023. The attached title work discloses use restrictions contemplating single-family use only, as well as wetland conservation easement limitations as shown on the attached survey. The City's intention is to preserve the property in its natural state.

RECOMMENDED ACTION: Authorize the City Manager and City Attorney take all actions required to close on the purchase of property (Parcel No. 22-24-301-013) located on Meadowbrook Road between Grand River Avenue and Ten Mile Road, approximately 4.51 acres for the purchase price of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00), subject to the existing building and use restrictions and easements of record.

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Kenneth D. DeGiorgio, President



Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Title Connect, LLC

Issuing Office's ALTA® Registry ID:

Commitment No.: TC13-108806

Property Address: Vacant Meadowbrook Road, Novi, MI 48375

Revision No.:

Issuing Office: 28470 West 13 Mile Road, Suite 325, Farmington Hills, MI 48334

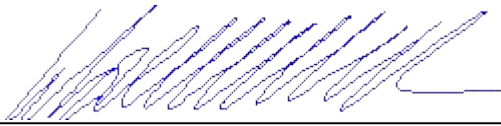
Loan ID No.:

Issuing Office File No.: TC13-108806

SCHEDULE A

1. Commitment Date: 05/31/2023 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
Proposed Insured: **City of Novi**
Proposed Policy Amount: **\$295,000.00**
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in:
[DSW Land Co., L.L.C., a Michigan limited liability company and DSW Land LLC, a Michigan limited liability company](#)
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Authorized Signatory

Walter D. Quillico

Title Connect, LLC

Issuing Agent

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: TC13-108806

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly Authorized and Executed Warranty Deed from Recited Owner(s) to Proposed Insured to be executed and recorded at closing.

5. Pay unpaid taxes and assessments unless shown as paid.
6. The full gap coverage set forth in the 2006 ALTA Loan Policy (the "Policy") will be provided to the insured lender provided that the Title Agent closes and disburses the loan secured by the mortgage to be insured and the insured lender has in its possession a closing protection letter which has not been canceled. This gap coverage is specifically referenced in paragraph 14 of the Covered Risks of the Policy and provides "Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records". The Policy will only include exceptions disclosed by this commitment and any amendments to or updates of this commitment provided to you prior to closing.
7. Provide Company with fully executed copy of Purchase Agreement.
8. Provide company with a final meter reading and a receipt indicating all amounts are paid in full prior to closing. If the final meter reading and a paid in full receipt is not provided before closing the following Exception will appear on the final Policy.

NOTE: This Policy does not insure against any delinquent, past due or current water/sewer charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water/sewer bill prior to Closing.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: TC13-108806

SCHEDULE B, PART I

Requirements (Continued)

9. Submit a copy of the Operating Agreement of DSW Land Co., L.L.C.. Further Requirements may be made upon review of the Operating Agreement.

Submit Limited Liability Company's Resolution from DSW Land Co., L.L.C., authorizing said Limited Liability Company's to buy/sell/mortgage captioned property and further authorizing a designated member(s) to act on behalf of said company.

Submit evidence that DSW Land Co., L.L.C. is in good standing. Certificate of Good Standing should not be older than six (6) months.

10. Submit a copy of the Operating Agreement of DSW Land LLC. Further Requirements may be made upon review of the Operating Agreement.

Submit Limited Liability Company's Resolution from DSW Land LLC, authorizing said Limited Liability Company's to buy/sell/mortgage captioned property and further authorizing a designated member(s) to act on behalf of said company.

Submit evidence that DSW Land LLC is in good standing. Certificate of Good Standing should not be older than six (6) months.

11. Submit a Resolution from the City of Novi authorizing said municipality to buy captioned property and further authorizing a designated officer to act on behalf of said municipality.

12. Please be advised that our search did not disclose any open mortgage of record. If you should have knowledge of any outstanding obligation, please contact the Company immediately. We reserve the right to make further requirements pertaining to this matter which may include, but is not limited to, an affirmative representation that this property is not encumbered by a mortgage interest.

NOTE FOR INFORMATION: In the event we receive a request to delete the Standard Exceptions on an Owner's Policy insuring commercial property, we will require a currently-dated ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A; in the alternative, we may accept a prior ALTA survey, with an Affidavit of No New Improvements, with said Affidavit addressed to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

With respect to the issuance of any "survey-based" endorsements for either an Owner's Policy or for a Loan Policy insuring commercial property, we will require a currently-dated ALTA survey, certified to Title Connect, LLC and also to our underwriter, referenced on Schedule A.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: TC13-108806

SCHEDULE B, PART I

Requirements (Continued)

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

13. PAY THE FOLLOWING TAXES AND ASSESSMENTS AS INDICATED UNLESS SHOWN AS PAID. ALL TAXES INDICATED AS DUE ARE BASE AMOUNTS ONLY. PENALTY AND INTEREST, IF ANY WILL BE ADDED AT TIME OF CLOSING:

Parcel ID Number: 22-24-301-013 C/K/A: V/L Meadowbrook Rd, Novi, MI 48375

Taxes are:

2022 Winter Amount: \$901.17 Paid

2022 Summer Amount: \$2,367.26 Paid

Special Assessments: None

Principal Residence Exemption (PRE) 0.00%

NOTE: The Property address listed is provided solely for informational purposes, without warranty as to accuracy or completeness and is not hereby insured.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BII

Commitment No.: TC13-108806

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Rights of the public and any governmental unit in any part of the land taken, deeded or used for street, road or highway purposes.
8. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(2) of the Subdivision Control Act of 1967, as amended.
9. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
10. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: TC13-108806

SCHEDULE B, PART II

Exceptions (Continued)

11. Taxes which are a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the date of the Policy, including all assessments for weed cutting, grass cutting or any other matters for which City services were provided but not assessed against the tax rolls prior to the effective date of the Policy.
12. This Policy does not insure against any delinquent, past due or current water/sewer charges pertaining to the subject matter property as the parties failed to produce a final meter reading and/or final paid water/sewer bill prior to Closing.
13. This policy does not insure over loss, costs, damages or expenses to the insured party hereunder which may result from any audit conducted by the applicable county treasurer regarding reassessment of real property taxes for captioned land including, but not limited to, a denial of any prior principal residence exemption
14. Rights of tenants under any unrecorded leases.
15. Easement in favor of the City of Novi, and the terms, conditions and provisions contained therein, recorded in [Liber 7082, page 542](#) .
16. Easement in favor of the City of Novi, and the terms, conditions and provisions contained therein, recorded in [Liber 7082, page 566](#) .
17. Easement in favor of the City of Novi, and the terms, conditions and provisions contained therein, recorded in [Liber 9904, page 463](#) .
18. Covenants, conditions and restrictions and other provisions as contained in instrument recorded in [Liber 16867, page 297](#) , as re-recorded in [Liber 21163, page 160](#) . Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.
19. Terms, conditions and provisions contained in Grant of Easement recorded in [Liber 16950, page 345](#) .
20. Terms, conditions and provisions contained in Wetlands Conservation Easement recorded in [Liber 16950, page 351](#) , as re-recorded in [Liber 21163, page 115](#) .

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule C	

Commitment No.: TC13-108806

The land is described as follows:

Land situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

Part of the Southwest 1/4 of Section 24, Town 1 North, Range 8 East, described as beginning at a point distant North 00 degrees 03 minutes 18 seconds East 1518.44 feet from the Southwest Section corner; thence North 00 degrees 03 minutes 18 seconds East 508.87 feet; thence South 89 degrees 56 minutes 42 seconds East 60.00 feet; thence South 62 degrees 39 minutes 04 seconds East 167.69 feet; thence South 59 degrees 43 minutes 08 seconds East 146.22 feet; thence South 89 degrees 56 minutes 42 seconds East 137.40 feet; thence South 00 degrees 03 minutes 18 seconds West 283.33 feet; thence South 44 degrees 26 minutes 07 seconds West 100.66 feet; thence South 89 degrees 36 minutes 57 seconds West 402.38 feet to the point of beginning.

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Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI**

PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), **DSW Land, L.L.C.**, a Michigan limited liability company, whose address is 400 Renaissance Center, Suite 2170, Detroit, MI 48243 (Seller), and the **City of Novi**, whose address is 45175 Ten Mile Road, Novi, MI 48375 (Buyer), agree to sell and purchase the following real estate located in the City of Novi, Oakland County, Michigan, described as follows:

See Exhibit A, attached

Parcel I.D. No. 22-24-301-013 (the Property), approximately 4.51 acres in area with Buyer to pay Two Hundred Ninety Five Thousand Dollars (\$295,000.00) (the Purchase Price), subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions:

CASH SALE

Seller shall convey title to the Property to Buyer by delivery of a warranty deed conveying title acceptable to Buyer as provided below (Deed) on tender of the Purchase Price. Payment of the Purchase Price is to be made in cash, bank cashier's check, or wire transfer at the time of closing.

EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer within ten (10) days of the Effective Date (as defined below), a commitment for title insurance issued by a reputable title company licensed to do business in the State of Michigan, in good standing (the Title Company) and reasonably acceptable to the Buyer, in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title (as defined below) to the Property in Buyer.

Seller agrees that the commitment for title insurance and the subsequent policy to be issued shall be *without standard exceptions* provided Purchaser obtains a survey acceptable to the Title Company and shall be recertified and updated at the closing of this transaction as of the date of such closing or the most recent date through which the county register of deeds has completed the recording and indexing of real estate instruments and documents in order to eliminate the "gap" period between the date of such title commitment and the closing of this transaction, and that the policy issued will be updated to close any "gap" period between the date of closing and the date of the recording of the deed to Buyer.

Seller shall also arrange to provide Buyer with a marked-up commitment for title insurance at the closing of this transaction guaranteeing that title is in the condition required under this paragraph.

Seller shall execute an owner's affidavit and such other documents as the title insurance company or its agent typically requires and is reasonably acceptable to Seller for the issuance of a policy without standard exceptions; provided, however, that Buyer shall pay for the cost of any survey required for the deletion of the standard exceptions. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, the landscape berm easement referred to below, zoning ordinances, and taxes not yet due and payable, which shall not constitute title defects or render the title to the Property unmarketable; provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept.

TITLE OBJECTIONS

If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale as provided herein, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, or Seller elects not to remedy such defects, the deposit shall be immediately refunded in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of Five Thousand Dollars (\$5,000.00) which shall be held by the Title Company and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Capital or lateral charges and special assessment installments which have become a lien on the Property and are due before closing shall be paid in full

by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property or installments payable after closing shall be paid by Buyer either in full at closing, or, if applicable, in installments. Seller shall pay the cost of all utilities and service charges for the entire Property through and including the date of transfer of possession and occupancy to Buyer.

CLOSING

Closing shall take place by documents delivered in escrow, at the office of the Title Company or at the Buyer's offices. If the closing takes place anywhere other than at the office of the Title Company, Seller shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing or delivered to Buyer if closing is through escrow. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than **December 15, 2023**. Seller shall provide a complete package of every document (other than loan documents) to be executed by Buyer to Buyer's attorney at least 48 hours before closing.

PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed and any loan documents. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be borne equally by Buyer and Seller. Seller shall also pay the required transfer tax, the cost of an owner's commitment and policy of title insurance, and applicable recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

BUYER'S CONTINGENCIES

Buyer's obligations under this Agreement shall be contingent on the following:

Survey. At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property within sixty (60) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing at any time within fourteen (14) business days after the ~~expiration~~ receipt of the survey. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall

proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Environmental. Buyer obtaining satisfactory inspections and testing of the Property for radon, asbestos, toxic mold, and/or environmental contamination, including a Phase I Environmental Site Assessment (ESA), Phase II ESA, and if applicable a Baseline Environmental Assessment (BEA) of the Property, by a qualified person acceptable to Buyer, at Buyer's sole option and expense, within sixty (60) days after Buyer's receipt of an accepted copy of this Purchase Agreement from Seller. If this inspection or testing shows any type of Environmental Condition, Buyer shall have the option to terminate this Agreement by written notice to Seller at any time within fourteen (14) days after receipt of the Phase I ESA. In such event, upon written notice of same to Seller, Buyer shall be immediately refunded all sums deposited by Buyer hereunder and this Agreement shall be terminated and of no further force and effect.

Nothing contained herein, however, shall be construed to mean the Buyer is indemnifying or otherwise holding Seller harmless from third-party actions or suits in regard to asbestos, toxic mold and/or environmental contamination of the Property or any other matter, except for loss resulting from Buyer's inspection or failure to restore the Property. When used herein, the term "Property" shall include all aspects of the Property, such as, but not limited to, any buildings on the Property and the soil and groundwater beneath the Property. When used herein, "Environmental Condition" shall mean any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including environmental protection laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s). No borings shall be made without Seller consent.

If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition. However, Buyer's obligation to purchase any or all of the Property is subject to and contingent upon Buyer's satisfaction that the Property can be feasibly and economically used for the intended uses with any environmental remediation deemed necessary by Buyer, in its sole and absolute discretion.

To assist in this environmental review, Seller shall provide Buyer with any and all information in its possession regarding the environmental condition of the Property, including any Phase I, Phase II, or BEA information.

SELLER'S REPRESENTATIONS

Seller represents to Buyer as follows (without any duty to review or investigate from the date of this Agreement):

To Seller's actual knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.

To Seller's actual knowledge, there are no unrecorded interests of any person(s) or entity(ies) in and to the Property whatsoever (including, but not limited to, easements, profits, and licenses).

To Seller's actual knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, which would affect or interfere with Buyer's use and enjoyment of the Property, as determined by Buyer, with the sole exception of the Berm Easement described above.

To Seller's actual knowledge, there are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Property as defined in any federal, state, or local law, regulation, rule, statute, or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Property.

To Seller's actual knowledge, there are no capital or lateral charges or special assessment currently levied against the Property.

Seller will transfer all division rights available to Buyer with the Deed.

POSSESSION/RIGHT OF OCCUPANCY

Buyer shall be entitled to possession of the Property at the time of closing.

CONDITION OF PROPERTY

Seller agrees that the Property will remain in substantially the same condition in which it existed as of the date of this Agreement for the period through the last date of Seller's ownership and possession of the Property (with the exception of the demolition and removal of the home and pool described above). Seller and Buyer agree that Buyer shall be permitted to conduct a walk-through inspection of the premises and Property within 48 hours of the date of closing to enable the Buyer to confirm that the Property is in substantially the same condition as existed upon the date of Buyer's physical inspection(s). If Buyer is not then satisfied that the premises and Property have been maintained by Seller as required, Buyer shall have the right to delay the closing until Seller returns the premises and Property to the required condition at Seller's expense. If the Seller fails or refuses to return the premises and Property to the required condition within fourteen (14) days of Buyer's demand for same, Buyer shall have the right (but not the obligation) as its sole remedy to declare this agreement to buy and sell the Property null and void and immediately thereafter all deposits paid by Buyer shall be returned to Buyer.

BROKER

The seller is represented by Newmark. The buyer is represented by Real Estate One.

EXPIRATION

It is contemplated, but not required, that this Agreement will be signed by the Buyer first, with the Earnest Money Deposit given to the Title Company. In such event, Seller shall have five (5) business days from the date of receipt of the Agreement after it has been executed by Buyer to accept and deliver a countersigned original of this Agreement to Buyer or Title Company; otherwise this Agreement shall constitute an expired offer to purchase and the Earnest Money Deposit shall be immediately returned to the Buyer.

TIME IS OF THE ESSENCE

At all times under this agreement where certain time constraints are set forth, the parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.

RISK OF LOSS

Seller and Buyer agree that the Michigan Uniform Vendor and Buyer Risk Act (MCLA § 565.701, et seq.) shall be applicable to this Agreement, except that Buyer shall have the sole uncontrolled discretion to determine and define what constitutes "material" damage or destruction.

DUE ON SALE

Seller understands that consummation of the sale or transfer of the Property described in this agreement shall not relieve the Seller of any liability that Seller may have under the mortgage(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

BUYER'S DEFAULT

In the event of material default by the Buyer under this Agreement, Seller may, as Seller's sole option, declare a forfeiture hereunder and retain the deposit as liquidated damages.

SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, Buyer may, at Buyer's option as its only remedy, elect to enforce the terms of this agreement without adjustment to the Purchase Price, or be entitled to an immediate refund of the entire deposit in full termination of this agreement.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State. Should any court action be commenced at any time involving or concerning this Agreement, the parties hereto consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. The agreement of the parties in this paragraph shall survive the Closing of this transaction.

LEGAL DOCUMENT; INTERPRETATION

This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

NOTICES

All notices and demands required or permitted under this agreement shall be in writing and shall be served personally or by postage prepaid United States first class, certified (return receipt requested), or registered mail, addressed to the party at the address indicated on page 1 hereof or to such other place as may be designed by notice given in accordance with this section. It is agreed to by the parties that offers, acceptances and notices required hereunder may, but are not required to, be delivered by facsimile (fax) copy to the parties or their agents provided a hard copy (originally signed copy) is mailed or delivered in a timely manner. If faxed, the date and time of the receipt of the fax shall be the date and time of said offer, acceptance or notice. If not faxed, notice shall be deemed to have been given on the earlier of (a) the date of personal delivery, (c) the date when received, or (c) one (1) day after mailing if mailed in the State of Michigan.

GRAMMAR AND HEADINGS

Whenever words herein are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa. The headings contained herein are for the convenience of the parties and are not to be used in construing the provisions of this Agreement.

BINDING EFFECT

The covenants, representations and agreements herein are binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall survive the Closing where indicated.

DATE OF EXECUTION

The date of execution of this agreement shall be the date on which the last person to sign this document (in its final form) shall have signed the document. In the event the parties fail to insert the date of execution beneath their signatures below, then the date of execution shall be the date on which Seller actually signed the document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW THEIR SIGNATURE.**

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

This Agreement contains the entire agreement between Seller and Buyer. There are no agreements, representations, statements, or understandings which have been relied on by Seller or Buyer which are not stated in this Agreement. IT IS THE PARTIES' INTENT IN THEIR DEALINGS THAT IF IT IS NOT IN WRITING, IT IS NOT ENFORCEABLE. This Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer. The parties agree that facsimile signatures and duly initialed changes are legally enforceable provided the applicable writing contains such signature or initials of all parties to this Agreement.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

DSW LAND, L.L.C.

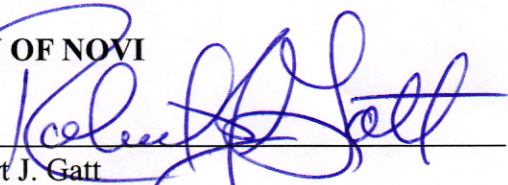
a Michigan limited liability company

By: 

Its: Principal

Dated: July 02, 2023

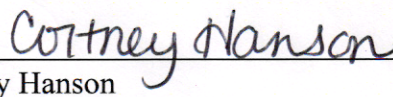
CITY OF NOVI

By: 

Robert J. Gatt

Its: Mayor

Dated: July 10, 2023

By: 

Cortney Hanson

Its: Clerk

Dated: July 10, 2023

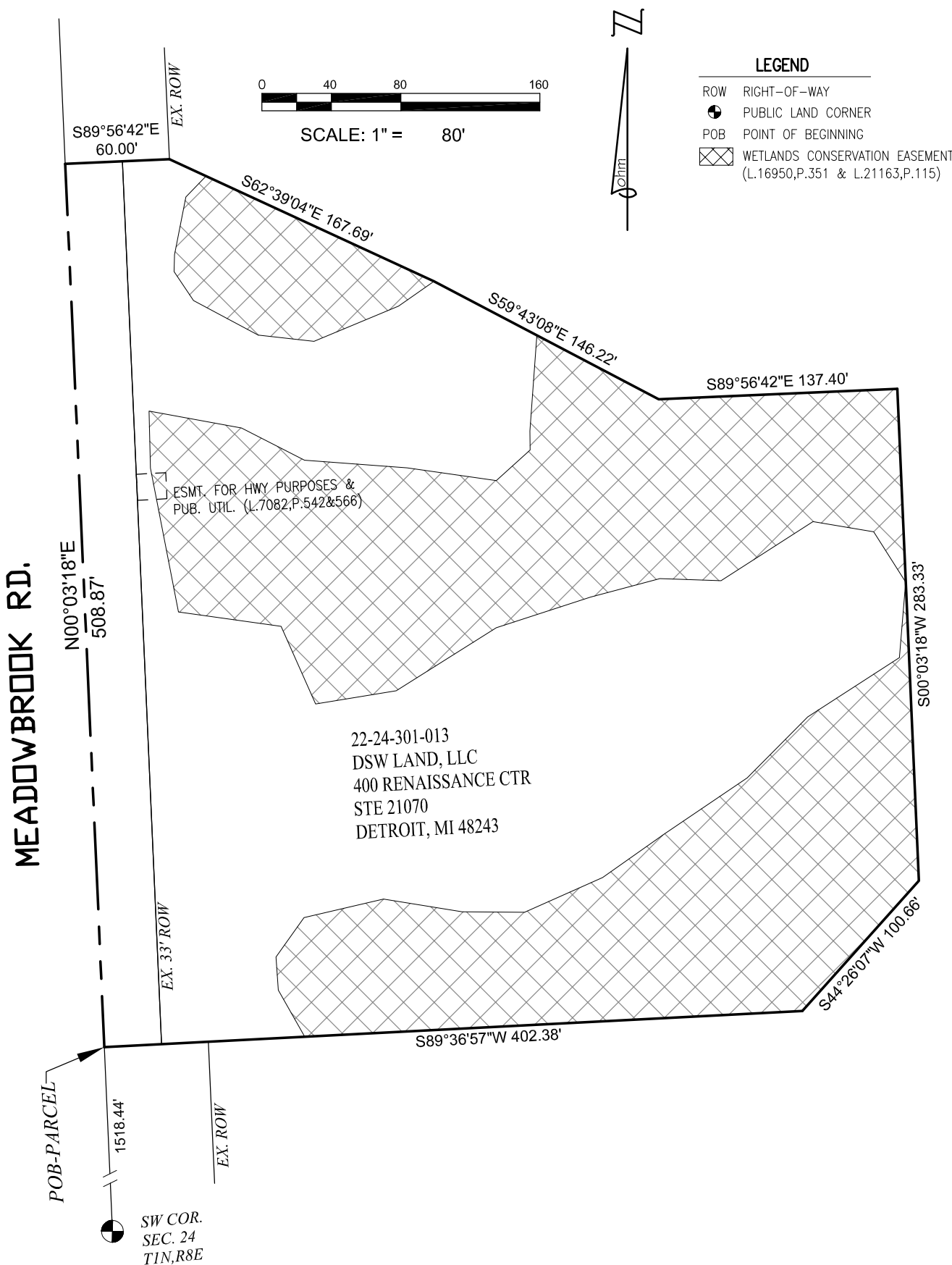
Exhibit A
[Legal Description]

Novi , Michigan , Parcel ID # 50-22-24-301-013 approximately 4.51 acres on Meadowbrook Rd.

**T1N, R8E, SEC 24 PART OF SW 1/4 BEG AT PT DIST N 00-03-18 E 1518.44 FT FROM SW SEC COR, TH
N 00-03-18 E 508.87 FT, TH S 89-56-42 E 60 FT, TH S 62-39-04 E 167.69 FT, TH S 59-43-08 E 146.22
FT, TH S 89-56-42 E 137.40 FT, TH S 00-03-18 W 283.33 FT, TH S 44-26-07 W 100.66 FT, TH S 89-
36-57 W 402.38 FT TO BEG 4.51 A7-27-99 FR 009**

PARCEL BOUNDARY

Exhibit "A"



PARCEL DESCRIPTION (22-24-301-013)

A parcel of land being a part of the SW 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:
Beginning at a point distant N 00°03'18" E 1518.44 feet from the SW corner of said Section 24; thence N 00°03'18" E 508.87 feet; thence S 89°56'42" E 60.00 feet; thence S 62°39'04" E 167.69 feet; thence S 59°43'08" E 146.22 feet; thence S 89°56'42" E 137.40 feet; thence S 00°03'18" W 283.33 feet; thence S 44°26'07" W 100.66 feet; thence S 89°36'57" W 402.38 feet to the Point of Beginning.

PARCEL BOUNDARY PART OF THE SW 1/4 OF SECTION 24 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN PARCEL ID# 22-24-301-013			SCALE H: 1"=80' SHEET 1 OF 1	
DATE: 11-06-2023	CLIENT: CITY OF NOVI	JOB # 0163-23-0000		
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM				
COPYRIGHT 2023 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM				

PARCEL BOUNDARY

Exhibit "A"



PARCEL DESCRIPTION (22-24-301-013)

A parcel of land being a part of the SW 1/4 of Section 24, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:
Beginning at a point distant N 00°03'18" E 1518.44 feet from the SW corner of said Section 24; thence N 00°03'18" E 508.87 feet; thence S 89°56'42" E 60.00 feet; thence S 62°39'04" E 167.69 feet; thence S 59°43'08" E 146.22 feet; thence S 89°56'42" E 137.40 feet; thence S 00°03'18" W 283.33 feet; thence S 44°26'07" W 100.66 feet; thence S 89°36'57" W 402.38 feet to the Point of Beginning.

PARCEL BOUNDARY PART OF THE SW 1/4 OF SECTION 24 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN PARCEL ID# 22-24-301-013			SCALE H: 1"=80' SHEET 1 OF 1			
DATE:	CLIENT:	JOB #				
11-06-2023	CITY OF NOVI	0163-23-0000				
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM						
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**CITY OF NOVI CITY COUNCIL
NOVEMBER 20, 2023**

SUBJECT: Approval of claims and warrants – Warrant 1143

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, #1143 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1143

CITY OF NOVI
Warrant 1143
Monday, November 20, 2023

Check	Vendor Name	Description	Amount
185159	APWA- MICHIGAN CHAPTER	APWA MI ROADS SCHOLAR PROGRAM - JIM PAUL	1,558.00
185160	CONSUMERS ENERGY	HEAT	142.21
185161	CONSUMERS ENERGY	HEAT	30.22
185162	DTE ENERGY	ELECTRICITY	17.19
185163	FOX, CASEY	PER DIEM AWPA CONFERENCE	129.00
185164	PAULK, JIM	PER DIEM AWPA CONFERENCE	129.00
185165	TATE, MIKE	PER DIEM AWPA CONFERENCE	129.00
185166	DR TRAILER SALES	2023 DARKHORSE	9,997.00
185167	OAKLAND COUNTY NARCOTIC ENFORCEMENT	2023 NET OT DET KYLE MCCANHAM	5,985.00
185168	OAKLAND COUNTY NARCOTIC ENFORCEMENT	2023 NET OT DET JASON KOLLMAN	5,985.00
185169	OAKLAND COUNTY NARCOTIC ENFORCEMENT	2023 NET OT DET MICHAEL MILES	5,985.00
185170	OAKLAND COUNTY NARCOTIC ENFORCEMENT	2023 NET OT DET MATTHEW MATCHETT	5,985.00
185171	OAKLAND COUNTY NARCOTIC ENFORCEMENT	2023 NET OT DET ROBERT LUDD	5,985.00
185172	OAKLAND COUNTY NARCOTIC ENFORCEMENT	2023 NET OT D/SGT JEFFREY DEVITA	5,985.00
185173	OAKLAND COUNTY NARCOTIC ENFORCEMENT	2023 NET OT DET DAVID RATLIFF	5,985.00
185174	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	14,480.00
185175	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	62,548.68
185176	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	33,775.68
185177-185226	DTE ENERGY	ELECTRICITY	53,105.64
185227	DTE ENERGY	STREET LIGHTING	3.62
185228	DTE ENERGY	ELECTRICITY	192.79
185229	HARTFORD, THE	EMPLOYEE INSURANCE	9,321.50
185230	STATE OF MICHIGAN	SALES TAX OCTOBER 2023	42.29
185231	1ST AYD CORPORATION	OPERATING SUPPLIES	266.69
185232	A AND R PLUMBING LLC	BUILDING MAINTENANCE	14,109.23
185233	ACCUFORM PRINTING & GRAPHICS INC	PARK SIGNAGE	841.40
185234	ACCURATE PARKING LOT SERVICES, INC	PARKING LOT MAINTENANCE	3,200.00
185235	ADT COMMERCIAL LLC	BUILDING MAINTENANCE	552.79
185236	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE	115.07
185237	ADVANCED TURF SOLUTIONS, INC.	GROUNDS MAINTENANCE	7,053.00
185238-185240	AECOM GREAT LAKES, INC	CE SRVS: INDUSTRIAL BUSINESS PARKS ROAD	38,309.04
185241	AIRGAS USA, LLC	OPERATING SUPPLIES	720.07
185242	AIS CONSTRUCTION EQUIPMENT CORP	EQUIPMENT MAINTENANCE	89.58
185243	ALL TRAFFIC SOLUTIONS	TRAFFIC SUITE APPLICATION - 2023-24	7,125.00
185244	ALLIE BROTHERS INC	SUPPLIES UNIFORMS	3,309.57
185245	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE	717.50
185246	ALLIED INC	EQUIPMENT MAINTENANCE	3,174.18
185247	ALTECH DOORS LLC	BUILDING MAINTENANCE	187.50
185248	AMAZON	LIBRARY BOOKS	2,992.77
185249	AMERI-TIME LLC	OFFICE SUPPLIES	155.00
185250	AMERICAN GENERATORS SALES AND	LIFT STATION MAINTENANCE	5,337.00
185251	AMERICAN LIBRARY ASSOCIATION	MEMBERSHIP	582.00
185252	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	420.00
185253	ANDERSON, GAIL	LIBRARY PROGRAMMING	29.92
185254	APOLLO FIRE APPARATUS SALES AND	VEHICLE MAINTENANCE	356.00
185255	APPLIED INNOVATION	INTERNAL TECHNOLOGY COMMUNITY RELATIONS	526.80
185256	ARAMARK REFRESHMENT SERVICES	CONFERENCE	1,438.42
185257	ASBURY PARK HOA	ENTRYWAY SIGNAGE GRANT PROGRAM	5,000.00
185258	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE	1,672.00
185259	AT & T	OPERATING SUPPLIES	95.00
185260	B & B LANDSCAPING	ROUTINE MAINTENANCE	13,660.00
185261	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
185262	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
185263	BAKER & TAYLOR, LLC	AUDIO VISUAL MATERIALS	1,308.18
185264	BAKER LEGAL GROUP PLLC	PROSECUTOR FEES 7/1/23 - 6/30/24	10,575.64
185265	BALDRIDGE, TREND A	CHORALAIRES	450.00

185266	BANNERMAN LTD	EQUIPMENT MAINTENANCE	445.36
185267	BATTERIES PLUS BULBS	BUILDING MAINTENANCE	174.92
185268	BELL, LINDSAY	MAP CONFERENCE REIMBURSEMENT	1,504.20
185269	BELLE TIRE	VEHICLE MAINTENANCE	2,208.89
185270	BENITO'S CAFE	CONFERENCE	699.50
185271	BESK, DANIEL	YOUTH BASKETBALL	175.00
185272	BLACK DIAMOND SPRINKLERS/RAIN INC	GROUNDS MAINTENANCE	125.00
185273	BLACKWELL FORD INC	VEHICLE MAINTENANCE	8,900.22
185274	BOUND TREE MEDICAL LLC	OPERATING SUPPLIES	144.92
185275	BRIEN'S SERVICES INC	GROUNDS MAINTENANCE	1,985.50
185276	BRODART CO.	LIBRARY BOOKS	7,706.34
185277	BRUSH, EMILY	MILEAGE REIMBURSEMENT	30.13
185278	BS & A SOFTWARE, INC.	INTERNAL TECHNOLOGY	38,798.00
185279	BUCHBINDER, DAWN	OLDER ADULTS VETERANS ACTIVITIES	300.00
185280	CADILLAC ASPHALT LLC	STORM SEWER MAINTENANCE	305.20
185281	CAMBRIDGE HOMES INC	BLDG. BOND REFUND (ESCROW)	5,000.00
185282	CAMBRIDGE OF NOVI, LLC	BLDG. BOND REFUND (ESCROW)	2,000.00
185283	CANFIELD EQUIPMENT SERVICES INC.	VEHICLE MAINTENANCE	1,240.00
185284	CANON FINANCIAL SERVICES INC	EQUIPMENT RENTAL	4,704.29
185285	CAPITAL TIRE INC	VEHICLE MAINTENANCE	1,848.00
185286	CAREY AND PAUL GROUP	SPECIAL EVENTS	450.00
185287	CARLETON EQUIPMENT COMPANY, INC.	E42 WITH ALL OPTIONS	72,552.71
185288	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW SERVICES	4,740.00
185289	CAROUSEL ACRES INC	CONTRACTED CAMPS	10,500.00
185290	CARPET WORKROOM INC, THE	BUILDING MAINTENANCE	1,218.25
185291	CARRIER & GABLE INC	TRAFFIC CONTROL SIGN REPLACEMENT	1,661.40
185292	CARTER'S CEMETERY PRESERVATION	CEMETERY MAINTENANCE	1,445.50
185293	CAUCHI, PATRICIA	PETTY CASH	127.70
185294	CBTS LLC	TELEPHONE SERVER REPLACE	18,436.75
185295	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY CITY CLERK	3,879.75
185296	CENTER POINT LARGE PRINT	LIBRARY BOOKS	109.25
185297	CHALLENGER SPORTS TEAMWEAR, LLC	YOUTH VOLLEYBALL	279.67
185298	CHET'S RENT-ALL INC.	EQUIPMENT RENTAL	106.21
185299	CHICK-FIL-A, INC.	BLDG. BOND REFUND (ESCROW)	5,619.00
185300	CHLORIDE SOLUTIONS, LLC	WINTER MAINTENANCE	7,599.80
185301	CINTAS CORP	SUPPLIES UNIFORMS	1,111.63
185302	CIVICPLUS, INC.	ORDINANCE CODIFICATION	1,224.00
185303	CONSERVA ELECTRIC SUPPLY, INC.	OPERATING SUPPLIES	59.88
185304	CONTRACTOR'S CLOTHING CO.	SUPPLIES UNIFORMS	2,159.06
185305	CORBETT, KRISTIN	REIMBURSEMENT	11.98
185306	CORE & MAIN LP	STORM SEWER MAINTENANCE	3,170.42
185307	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE	25.93
185308	COSTAR REALTY INFORMATION INC	INTERNAL TECHNOLOGY	1,827.86
185309	COUGAR SALES & RENTAL INC	OPERATING SUPPLIES	99.99
185310	COVERT MOBILE VETERINARY CARE	OPERATING SUPPLIES	260.00
185311	CRANBROOK CUSTOM HOMES	BLDG. PAYMENT REFUND (ESCROW)	6,747.59
185312	CRANBROOK CUSTOM HOMES	BLDG. BOND REFUND (ESCROW)	5,000.00
185313	CRANBROOK CUSTOM HOMES	BLDG. BOND REFUND (ESCROW)	39,877.44
185314	CRANBROOK CUSTOM HOMES	BLDG. BOND REFUND (ESCROW)	8,035.00
185315	CRANBROOK CUSTOM HOMES	REFUND PROJECT CANCELLED	1,250.00
185316	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES	2,112.16
185317	CREATIVE NATURE ART & DESIGN LLC	LIBRARY PROGRAMMING	400.00
185318	CSX TRANSPORTATION INC	WATER LINE MAINTENANCE	353.31
185319	CUMMINS BRIDGEWAY LLC	VEHICLE MAINTENANCE	7,668.70
185320	CUTMYTREEDOWN.COM	FORESTRY MAINTENANCE	33,998.88
185321	D/A CENTRAL, INC.	DOG PARK EXPENDITURES	657.00
185322	DAISLEY, MICHAEL	FUEL REIMBURSEMENT K9 TRAINING	267.02
185323	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	950.00
185324	DANCE PROJECT INC, THE	OLDER ADULTS VETERANS ACTIVITES	100.00
185325	DEANGELIS DIAMOND CONSTRUCTION LLC	CONSTRUCTION: JESSICA'S SPLASH PAD	354,719.61
185326	DELLER, A. MICHAEL	SPECIAL EVENTS	200.00
185327	DENNIS' MOBILE HOME SERVICE AND	HCD	5,716.87
185328	DETROIT REGIONAL PARTNERSHIP	MEMBERSHIPS	10,000.00

185329	DEWOLF & ASSOCIATES	EDUCATION AND TRAINING	1,145.00
185330	DORNBOS SIGN & SAFETY INC	SIGNING SUPPLIES	1,728.00
185331	DOZIER, DARIA	REFUND PARKS	45.00
185332	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES	2,080.00
185333	DTE ENERGY	STREET LIGHTING	19,961.50
185334	DTE ENERGY	ELECTRICITY	14.87
185335	DTE ENERGY	ELECTRICITY	341.45
185336	DTE ENERGY	ELECTRICITY	69.38
185337	DTE ENERGY	ELECTRICITY	331.32
185338	DTN, LLC	INTERNAL TECHNOLOGY	2,062.62
185339	ELLSWORTH INDUSTRIES INC.	WATER LINE MAINTENANCE	930.20
185340	EMBASSY COVENANT CHURCH INT	2023 SUM TAX REFUND 50-22-04-405-005	69.00
185341	EMPIRE PRINTING, LLC	SUPPLIES UNIFORMS	350.82
185342	ERICKSON, CHELSEA	DANCE PROGRAMS	21,251.40
185343	ETNA SUPPLY	WATER LINE MAINTENANCE	10,176.60
185344	EVANSKI, JACKIE	TUITION REIMBURSEMENT	990.00
185345	FARKAS, JULIE	MILEAGE REIMBURSEMENT	338.83
185346	FARKAS, JULIE	STAFF RECOGNITION	124.86
185347	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE	1,895.35
185348	FENDT BUILDERS SUPPLY, INC	STORM SEWER MAINTENANCE	1,013.64
185349	FER-PAL CONSTRUCTION USA LLC	CONSTRUCT: WESTMINSTER SUBDIVISION WATER	271.47
185350	FERGUSON WATERWORKS #3386	WATER METERS	35,724.31
185351	FIDLAR TECHNOLOGIES INC	PRINTING AND PUBLISHING	1,007.84
185352	FIFER INVESTIGATIONS LLC	RECRUITMENT	4,350.00
185353	FIFTH THIRD BANK	INTEREST EXPENSE	6,240.00
185354	FITNESS THINGS INC	OPERATING SUPPLIES	185.00
185355	FONSON COMPANY INC.	CONSTRUCTION: LAKESHORE PARK TUNNEL REPL	3,919.36
185356	FOSTER, SWIFT, COLLINS & SMITH, P.C	LEGAL FEES	4,728.50
185357	FREEMAN, LAURIE	ART PROGRAMS	315.00
185358	FUN TIME SPORTS LLC	SPORTS CAMPS	1,980.00
185359	G & M ENTERPRISES LTD	STORM SEWER MAINT	15,517.00
185360	G2 CONSULTING GROUP, LLC.	MATERIAL TESTING: TAFT ROAD REHAB	39,628.58
185361	GALE/CENGAGE LEARNING	LIBRARY BOOKS	123.16
185362	GARBER, DEAN	YOUTH BASKETBALL	105.00
185363	GARY'S CATERING INC	SUPPLIES PRISONER MEALS	114.00
185364	GENEALOGICAL.COM	LIBRARY BOOKS	48.00
185365	GETAWAY TOURS, INC.	ADULT PROGRAMS	1,295.00
185366	GR MEADOWBROOK LLC	BLDG. BOND REFUND (ESCROW)	158.30
185367	GR MEADOWBROOK LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
185368	GR MEADOWBROOK LLC	BLDG. BOND REFUND (ESCROW)	750.00
185369	GRAINGER INC, W W	LIFT STATION MAINTENANCE	2,962.44
185370	GRAPHIK CONCEPTS INC	VEHICLE MAINTENANCE	4,885.88
185371	GRAY, SCOTT	YOUTH VOLLEYBALL	140.00
185372	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	84.85
185373	GREAT LAKES ACE	OPERATING SUPPLIES	13.16
185374	GREAT LAKES POWER & LIGHTING INC.	ELEVATOR MECHANICALS	88,335.69
185375	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00
185376	GREAT LAKES WATER AUTHORITY	IWC CHARGES	914,637.63
185377	GREEN OAK TIRE INC.	VEHICLE MAINTENANCE	11,247.50
185378	GRIFFIN'S NEIGHBORHOOD AUTO CLINIC	VEHICLE MAINTENANCE	6,023.83
185379	GRIFFITH, JENNY KIMBERLY	BLDG. BOND REFUND (ESCROW)	1,500.00
185380	GRUENWALD, KRISTIE	WOMEN IN LAW CONFERENCE EXPENSES	238.98
185381	HALL, STEPHANIE	THEATRE PROGRAMS	100.00
185382	HARRELL'S, LLC	GROUND MAINTENANCE	747.00
185383	HARTLAND, TIM	FUEL REIMBURSEMENT	41.90
185384	HARWELL, ALISA	FUEL REIMBURSEMENT TRAINING	44.06
185385	HASTINGS AIR-ENERGY CONTROL	VEHICLE MAINTENANCE	1,193.72
185386	HAVENER TECH	STORM SEWER MAINT	550.00
185387	HEALEY FIRE PROTECTION INC.	BUILDING MAINTENANCE	5,220.00
185388	HERC RENTALS INC.	EQUIPMENT RENTAL	2,709.18
185389	HILL, JAMES	MILEAGE REIMBURSEMENT	83.84
185390	HOME DEPOT CREDIT SERVICES	VILLA BARR PROPERTY	7,266.37
185391	HOSSAIN, AKTHAR	FUEL REIMBURSEMENT	51.68

185392	HQI PAINTERS INC.	BUILDING MAINTENANCE	500.00
185393	HURT, ANTHONY	YOUTH BASKETBALL	105.00
185394	IMAGAMERICA	SUPPLIES	1,191.88
185395	IMAGE 360 - NOVI	OPERATING SUPPLIES	38.00
185396	INCH MEMORIALS	COMMEMORATIVE TREE PROGRAM	200.00
185397	INNOVATED ENERGY CONTROLS, LLC	PUBLIC SAFETY GENERATOR REPLACEMENT	85,817.60
185398	INSIGHT STRATEGIES LLC	OAS NEEDS COMMITTEE	7,800.00
185399	INTERSTATE RESTORATION, LLC	BIO HAZARD CLEANING	700.63
185400	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	400.00
185401	ISCG, INC.	OFFICE SUPPLIES	998.26
185402	JACK DOHENY SUPPLIES INC	SEWER LINE MAINTENANCE	650.02
185403	JAKUBIEC, ANNA	MILEAGE REIMBURSEMENT	70.74
185404	JOHN'S SANITATION SERVICE	VILLA BARR PROPERTY	2,735.56
185405	KAPNICK & COMPANY, INC	PROPERTY & LIABILITY INSURANCE	790.00
185406	KBK LANDSCAPING, INC.	GROUNDS MAINTENANCE	23,620.00
185407	KENNEDY INDUSTRIES INC	LIFT STATION MAINTENANCE	16,618.00
185408	KENWHIRL APPLIANCE SERVICE	BUILDING MAINTENANCE	357.00
185409	KID CREATE STUDIO	ART PROGRAMS	786.00
185410	KIMBALL MIDWEST	OPERATING SUPPLIES	2,410.70
185411	KIMBERLIN, DANIEL	YOUTH BASKETBALL	210.00
185412	KING, JIM	OPM-23-09325	1,750.00
185413	KIRK REAL ESTATE PROPERTIES, LLC	BLDG. BOND REFUND (ESCROW)	960.00
185414	KNIGHT TECHNOLOGY GROUP, INC	PROFESSIONAL SERVICES	832.50
185415	KNIGHT WATCH INC	PROFESSIONAL SERVICES	430.00
185416	L J GRIFFIN FUNERAL HOME INC	UB REFUND 25805 BECK RD	113.28
185417	LECOM LLC	BLDG. BOND REFUND (ESCROW)	1,500.00
185418	LEDBETTER LAWN SERVICE	WEED CUTTING	205.00
185419	LENNY'S HOME SERVICES	HCD	963.00
185420	LEPOFSKY, BARRY J.	YOUTH BASKETBALL	210.00
185421	LIBRARY IDEAS LLC	AUDIO VISUAL MATERIALS	1,219.32
185422	LIBRARY NETWORK, THE	TLN AUTOMATION	19,453.80
185423	LIFELOC TECHNOLOGIES INC	EQUIPMENT MAINTENANCE	4,020.00
185424	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE	39,030.00
185425	LOOMIS	ARMORED CAR SERVICES	507.81
185426	LOSACCO, STEVE	CONFERENCE	45.00
185427	LUNGHAMER FORD OF OWOSSO LLC	(1) 2023 FORD F-150 REGULAR CAB 4X4 PICK	35,167.00
185428	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE	3,314.01
185429	MACQUEEN EMERGENCY	SCBA SUPPLIES	3,234.26
185430	MAJALIKAR, SHRUTI	LIBRARY PROGRAMMING	200.00
185431	MAJOR CONSTRUCTION GROUP, INC	WATER LINE MAINTENANCE	28,005.43
185432	MALINOWSKI, JUDITH M.	MEDICAL SERVICE	500.00
185433	MANELA, RACHEL	MILEAGE REIMBURSEMENT	78.60
185434	MANNIK & SMITH GROUP INC, THE	PARC VISTA	810.00
185435	MCGEE, ADAM	FUEL REIMBURSEMENT	41.99
185436	MCKENNA ASSOCIATES INC	BUILDING, TRADE, & PLAN REVIEW SERVICES	8,880.00
185437	MCKENNA ASSOCIATES INC	HCD	1,246.25
185438	MCPT 43145 13 MILE ROAD LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
185439	MEADOW BROOK THEATRE	ADULT PROGRAMS	1,741.00
185440	MEADOWBROOK CONGREGATIONAL CHURCH	FACILITY USE ELECTION 11/7/23	300.00
185441	MEG DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	4,000.00
185442	MEG DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	4,000.00
185443	MICHIGAN AMMO CO INC	SUPPLIES	7,800.00
185444	MICHIGAN AUTOMATIC SPRINKLER INC	GROUNDS MAINTENANCE	1,640.00
185445	MICHIGAN CAT	VEHICLE MAINTENANCE	1,106.25
185446	MICHIGAN LIBRARY ASSOCIATION	MEMBERSHIPS	85.00
185447	MICHIGAN PETROLEUM TECHNOLOGIES	GASOLINE AND OIL	5,685.35
185448	MICHIGAN RURAL WATER	CONFERENCE	370.00
185449	MIDWEST COLLABORATIVE FOR LIBRARY	CONFERENCE	260.00
185450	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	2,078.82
185451	MIRAGE DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
185452	MIRAGE DEVELOPMENT, LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
185453	MISSION COMMUNICATIONS, LLC	LIFT STATION MAINTENANCE	3,714.00
185454	MORRIS, MELISSA	MILEAGE REIMBURSEMENT	26.20

185455	MOTOR CITY HARLEY-DAVIDSON	VEHICLE MAINTENANCE	1,202.36
185456	MULTI-LAKES CONSERVATION ASSOC	EDUCATION AND TRAINING	750.00
185457	NATIONAL HOSE TESTING SPECIALTIES	VEHICLE MAINTENANCE	748.00
185458	NATIONAL SIGN BRANDING	OFFICE SUPPLIES	152.50
185459	NEW PIG CORPORATION	OPERATING SUPPLIES	299.33
185460	NORTHVILLE LOCKSMITH INC., THE	BUILDING MAINTENANCE	560.00
185461	NOVI CHAMBER OF COMMERCE	COMMUNITY PROMOTION	400.00
185462	NOVI FOOD CENTER LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
185463	NOVI WATER DEPARTMENT	WATER AND SEWER	13,479.40
185464	NOVI, CITY OF	CITY'S SHARE OF FEES COLLECTED	13,987.00
185465	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	877.37
185466	OAKLAND COUNTY ASSOCIATION	MEMBERSHIP DUES	120.00
185467	OAKLAND COUNTY CLERKS ASSOCIATION	CONFERENCE	80.00
185468	OAKLAND COUNTY DRAIN COMMISSIONER	OCDC PERMIT FEE	200.00
185469	OAKLAND COUNTY TREASURER	TRAILER TAX SEPTEMBER 2023	4,617.50
185470	OAKLAND COUNTY TREASURERS	ANNUAL FMRS FEES 2023-24	878,549.36
185471	ON DUTY GEAR, LLC	SUPPLIES UNIFORMS	280.00
185472	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES	115,255.50
185473	ORIENTAL TRADING CO INC	LIBRARY PROGRAMMING	183.42
185474	ORKIN	CONTRACTUAL SERVICES	801.91
185475	ORLANDO, MIKE	TUITION REIMBURSEMENT	1,528.00
185476	OSCAR W. LARSON CO.	GASOLINE AND OIL	500.00
185477	OTIS ELEVATOR COMPANY	BUILDING MAINTENANCE	1,452.18
185478	OVERDRIVE, INC.	ELECTRONIC MEDIA	10,156.17
185479	PACE SYSTEMS, INC	INTERNAL TECHNOLOGY POLICE	6,080.00
185480	PAMAR ENTERPRISES, INC.	CONSTRUCT: SS UPGRADES (LANNYS & DRAKE)	395,395.81
185481	PARAGON LABORATORIES, INC.	MANDATORY EPA WATER TESTING	1,823.00
185482	PATRON POINT, INC	COMPUTER SUPPLIES	1,963.80
185483	PEPPER & SON INC, J.W.	NOVI CONCERT BAND	60.00
185484	PERFECT CLEANERS OF DETROIT, INC	2023-24 UNIFORM CLEANING	1,318.70
185485	PETRIE, D. JOEL	YOUTH SOCCER	75.00
185486	PETTY, ROBERT	MILEAGE REIMBURSEMENT/PER DIEM CONFERENC	386.35
185487	PETTY, ROBERT	CONFERENCE REIMBURSEMENTS	1,377.33
185488	PHOENIX SAFETY OUTFITTERS	SUPPLIES UNIFORMS	740.00
185489	POWER CLEANING SYSTEMS	EQUIPMENT MAINTENANCE	615.00
185490	POWER TECHNIQUES INC.	EMERGENCY COMMUNICATION SERVICE	5,228.00
185491	PPE OF NOVI LLC	BLDG. BOND REFUND (ESCROW)	6,656.25
185492	PRECISE MRM LLC	VEHICLE MAINTENANCE	4,791.92
185493	PREUER & ASSOCIATES, JOHN D	PROFESSIONAL SERVICES	425.60
185494	PRIME KEYS TRUST	2023 SUM TAX REFUND 50-22-10-281-027	3,311.04
185495	PRINTING SYSTEMS	ELECTION SUPPLIES	7,114.88
185496	PRIORITY HEALTH	EMPLOYEE INSURANCE	39,475.30
185497	PROSCREENING, LLC	RECRUITMENT	1,486.00
185498	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	10,000.00
185499	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
185500	PURE OAKLAND WATER	CONFERENCE / ADAM YAKO	35.00
185501	PURE TECHNOLOGIES U.S. INC.	INSPECTION: PCCP WATER MAIN CONDITION	8,150.00
185502	QUADIENT INC	INTERNAL TECHNOLOGY FINANCE	6,598.02
185503	QUALITY FIRST AID & SAFETY, INC.	OPERATING SUPPLIES	662.98
185504	QUICK SILVER MARKETING SOLUTIONS	YOUTH SOCCER	2,172.50
185505	QUILL CORPORATION	OFFICE SUPPLIES	273.78
185506	R.W. MEAD & SONS	ELEVATOR MECHANICALS	14,998.00
185507	REASON CONSULTING CORPORATION	PERSONAL PROPERTY AUDITOR	3,333.00
185508	REDSTONE ARCHITECTS, INC.	PUBLIC SAFETY FACILITY NEEDS ASSESSMENT	10,425.00
185509	REDWOOD - ERC NOVI LLC	BLDG. PAYMENT REFUND (ESCROW)	2,375.00
185510	REHMANN ROBSON	INDEPENDENT AUDIT	23,000.00
185511	RICKEL, AIDAN	CHORALAIRES	1,240.00
185512	RITENOUR, CURTIS R.	SPECIAL EVENTS	300.00
185513	RNA FACILITIES MANAGEMENT	JANITORIAL CONTRACTS	15,228.64
185514	ROAD COMMISSION FOR OAKLAND COUNTY	10 MILE ROAD	175,538.83
185515	ROBERTSON LAKEVIEW LLC	BLDG. PAYMENT REFUND (ESCROW)	1,125.00
185516	ROWERDINK INC	VEHICLE MAINTENANCE	147.16
185517	ROYAL TRUCK & TRAILER SALES & SVC	VEHICLE MAINTENANCE	1,126.12

185518	RRRASOC	RECYCLING CENTER	52,229.00
185519	RUGGIRELLO, CHARLES	YOUTH BASKETBALL	140.00
185520	RYL FLEXIBLTY THERAPIES LLC	OLDER ADULTS MASSAGE	1,182.00
185521	SAM'S CLUB DIRECT	LIBRARY PROGRAMMING	720.00
185522	SAM'S CLUB DIRECT	OPERATING SUPPLIES	721.94
185523	SATKO, JOHN PETER	YOUTH BASKETBALL	105.00
185524	SCHOOLCRAFT COLLEGE	MEDICAL SERVICE	625.00
185525	SECREST, WARDLE, LYNCH, HAMPTON,	WALLED LAKE BOARD	858.00
185526	SHIFMAN FOURNIER, PLC	LEGAL FEES	5,247.00
185527	SIGNATURE SERVICES	ROUTINE MAINTENANCE	27,093.98
185528	SIMON, STACEY	PER DIEM CANINE LEGAL UPDATE	128.00
185529	SIMON, STACEY	FUEL REIMBURSEMENT K9 TRAINING	161.10
185530	SIRCHIE FINGER PRINT LABORATORIES L	OPERATING SUPPLIES	163.64
185531	SITEONE LANDSCAPE SUPPLY, LLC	GROUND MAINTENANCE	481.34
185532	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	5,385.35
185533-185538	SPALDING DE DECKER	PROFESSIONAL SERVICES	262,410.38
185539	SPARC ARENA LLC	SPORTS CAMPS	470.40
185540	SPARTAN DISTRIBUTORS INC	GROUND MAINTENANCE	7,320.00
185541	SPICER GROUP INC	PARK UPDATE PLAN	4,921.96
185542	SPRAY-PATCH ROAD REPAIR, INC.	ROUTINE MAINTENANCE	208,922.80
185543	STANLEY STEEMER INTERNATIONAL	BUILDING MAINTENANCE	744.00
185544	STATE OF MICHIGAN	PROFESSIONAL SERVICES	13,146.67
185545	STATE OF MICHIGAN	COST SHARE: TAFT ROAD REHAB	172,281.21
185546	STATE OF MICHIGAN	UNEMPLOYMENT INSURANCE LIABILITY	3,744.96
185547	STATE OF MICHIGAN	CONFERENCE	1,272.75
185548	STEIN, KEVIN B.	YOUTH SOCCER	1,438.00
185549	STREAMLINE CONTRACTING LLC	GROUND MAINTENANCE	10,412.00
185550	SUBURBAN CHRYSLER DODGE JEEP RAM	VEHICLE MAINTENANCE	4,309.09
185551	SUBURBAN LANDSCAPE SUPPLY	GROUND MAINTENANCE	47.00
185552	SUPER FLEET MASTERCARD	GASOLINE AND OIL	13.56
185553	SYSTEMP CORPORATION	BUILDING MAINTENANCE	4,679.56
185554	SZELAP, CHRISTINE E. HEFFERNAN	KARATE	550.00
185555	T-MOBILE USA, INC	TELEPHONE	1,026.50
185556	T-MOBILE USA, INC.	OPERATING SUPPLIES	25.00
185557	TELNET WORLDWIDE INC.	TELEPHONE	1,004.25
185558	TENNANT SALES AND SERVICE COMPANY	EQUIPMENT MAINTENANCE	508.65
185559	TESTING ENGINEERS	MATERIAL TESTING: HILTON SANITARY SEWER	1,360.00
185560	THIRD COAST KINGS, LLC	THEATRE	4,209.62
185561	TOEBE CONSTRUCTION LLC	CONSTRUCTION: BOND/ FLINT PHASE 2- ROAD	14,196.45
185562	TRI-COUNTY INTERNATIONAL	VEHICLE MAINTENANCE	357.36
185563	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE	4,620.54
185564	TRUGREEN PROCESSING CENTER	GROUND MAINTENANCE	497.35
185565	UNIVERSAL SIGN SYSTEMS	PARL SIGNAGE	35,158.00
185566	USA BLUEBOOK	OPERATING SUPPLIES	2,107.44
185567	VARIPRO	FLEXIBLE SPENDING	4,827.95
185568	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE	1,773.98
185569	VENTO DECORATIVE CONCRETE	BLDG. BOND REFUND (ESCROW)	500.00
185570	VENTO DECORATIVE CONCRETE	BLDG. BOND REFUND (ESCROW)	500.00
185571	VERCARA, LLC	INTERNAL TECHNOLOGY	625.17
185572	VERSALIFT MIDWEST, LLC	CONFERENCE	2,619.00
185573	VRAIMONT INVESTMENTS LLC	BLDG. BOND REFUND (ESCROW)	750.00
185574	VRAIMONT INVESTMENTS LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
185575	W.W. WILLIAMS MIDWEST, INC.	VEHICLE MAINTENANCE	5,304.96
185576	WAGNER, ANITA	MILEAGE REIMBURSEMENT	91.70
185577	WARREN, JULIE	REIMBURSEMENT NATIONAL NIGHT OUT	75.05
185578	WENSCO SIGN SUPPLY	SIGNING SUPPLIES	84.78
185579	WESTERN WAYNE COUNTY FIRE	2023-24 MUTUAL AID DUES	11,835.84
185580	WHITE, PETER	2023 SUM TAX REFUND 50-22-24-451-362	594.49
185581	WILLIAMS, PAM	REFUND PARKS	45.00
185582	WILSON HANDYMAN SERVICE	HCD	2,000.00
185583	WING, BRADY	MILEAGE REIMBURSEMENT	150.00
185584	XYLEM DEWATERING SOLUTIONS, INC	TRANS MAIN COND ASSESS	3,684.12
185585	ZIMMER, MICHAEL	YOUTH BASKETBALL	245.00

185586	ZIMMER, WILLIAM	YOUTH BASKETBALL	280.00
GRAND TOTAL			\$ 5,332,250.19
GENERAL FUND	101	1,002,310.96	
MAJOR STREET FUND	202	375,956.72	
LOCAL STREET FUND	203	179,197.04	
MUNICIPAL STREET FUND	204	220,588.58	
PARKS, REC & CULTURAL SVCS FUND	208	118,330.67	
DRAIN FUND	211	123,379.06	
TREE FUND	213	73,028.88	
FORFEITURE FUND	262	260.00	
LIBRARY FUND	271	76,342.08	
LIBRARY CONTRIBUTION FUND	272	435.91	
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	9,926.12	
STREET LIGHTING 204109 - WEST OAKS ST	281	428.78	
STREET LIGHTING 204 81 - WEST LAKE DRIVE	286	263.11	
STREET LIGHTING 204108 - TOWN CENTER ST	287	1,751.11	
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	397,715.48	
ICE ARENA FUND	570	6,240.00	
SENIOR HOUSING FUND	574	13,518.26	
WATER AND SEWER FUND	592	2,403,127.39	
SELF INSURANCE - HEALTH CARE FUND	677	14,480.00	
AGENCY FUND	701	259,103.51	
CURRENT TAX COLLECTION FUND	703	3,974.53	
MI HIDTA	725	51,892.00	
GRAND TOTAL			\$ 5,332,250.19