



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting

October 14, 2024 | 7:00 PM

Council Chambers | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0460

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

PUBLIC HEARINGS

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. Approval of Resolution to authorize Budget Amendment #2025-1
2. Approval to award a unit price contract for major pathways snow removal services to HL Landscaping, the low bidder, for an estimated annual amount of \$108,998. The contract term is one year with three one-year renewal options.
3. Consideration of tentative approval of the request by Jax Kar Wash, to rezone property at the southeast corner of Twelve Mile Road and Cabaret Drive to General Business with a Planned Rezoning Overlay.

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

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

COMMITTEE REPORTS

1. Long-Range Strategic Planning Committee - Mayor Pro Tem Casey

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:
September 30, 2024 - Regular Meeting
- B. Approval of resolution recognizing the Novi High School Orchestra Boosters as a nonprofit organization operating in the City of Novi for the purpose of obtaining a charitable gaming license from the State of Michigan.
- C. Approval of the 2024-2025 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi; and adoption of resolution authorizing Novi to provide winter maintenance of selected county roads.
- D. Approval of claims and warrants – Warrant 1165

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
OCTOBER 14, 2024

SUBJECT: Approval of Resolution to authorize Budget Amendment #2025-1

SUBMITTING DEPARTMENT: Finance

KEY HIGHLIGHTS:

- The proposed amendment is for all funds except the General and Parks & Recreation Funds.
- The actual amendment is only for the amounts shown below for FY 24/25, the FY 23/24 amounts are the unspent funds at 6/30/24.
- The proposed amendment has no net impact on fund balance as the unspent funds in fiscal year 2024 created a favorable variance which will be offset by the exact amount in fiscal 2025.
- The proposed amendment impacts multiple capital outlay accounts within each fund, the overall financial impact is summarized below with the detail attached.

FINANCIAL IMPACT

	FY 23/24	FY 24/25	Total Amendment
EXPENDITURE REQUIRED	(\$28,516,049)	\$28,516,049	\$28,516,049
BUDGET			
1. Major Streets transfer in revenue from Muni Streets 202-000.00-699.204	(\$440,000)	\$440,000	\$440,000
2. Major Streets Capital Outlay Exp Account(s) 202-449.20-975.XXX	(\$6,090,360)	\$6,090,360	\$6,090,360
3. Local Streets transfer in revenue from Muni Streets 203-000.00-699.204	(\$170,000)	\$170,000	\$170,000
4. Local Streets Capital Outlay Exp Account(s) 203-449.30-975.XXX	(\$2,073,885)	\$2,073,885	\$2,073,885
5. Municipal Streets Capital Outlay Exp Account(s) 204-446.00-975.XXX	(\$1,460,440)	\$1,460,440	\$1,460,440
6. Municipal Streets transfer out expenditure to Major and Local Streets 204-000.00-995.203 & 995.204	(\$610,000)	\$610,000	\$610,000

7. Drain Fund Capital Outlay Account(s) 211-445.00-975.XXX	(\$1,998,851)	\$1,998,851	\$1,998,851
8. Drain Fund transfer in revenue from Drain PM Fund 211-000.00-699.211	(\$1,998,851)	\$1,998,851	\$1,998,851
9. Drain PM Fund transfer out Exp to Drain Fund 152-000.00-995.211	(\$1,998,851)	\$1,998,851	\$1,998,851
10. Forfeiture Fund Capital Outlay Account 262-302.00-983.245	(\$25,520)	\$25,520	\$25,520
11. CIP Fund Capital Outlay Exp Account(s) 401-XXX.00-979.XXX	(\$3,042,628)	\$3,042,628	\$3,042,628
12. PEG Fund Capital Outlay Exp Account(s) 463-725.10-976.XXX	(\$6,650)	\$6,650	\$6,650
13. Ice Arena Capital Outlay Exp Account(s) 570-000.00-976.XXX	(\$296,582)	\$296,582	\$296,582
14. Senior Housing Capital Outlay Exp Account(s) 574-000.00-976.XXX	(\$245,583)	\$245,583	\$245,583
15. Water and Sewer Capital Outlay Exp Account(s) 592-536.00-976.XXX	(\$10,666,699)	\$10,666,699	\$10,666,699
APPROPRIATION REQUIRED (NET)	(\$25,907,198)	\$25,907,198	\$25,907,198
FUND BALANCE IMPACT	(\$25,907,198)	\$25,907,198	\$25,907,198
Note: The amounts shown in the FY 23/24 column represent the total amount under budget at 6/30/24 due to the capital items not being completed. The amount for FY 24/25 is the balance of the capital item that will be expended by 6/30/25.			

BACKGROUND INFORMATION:

Annually, the finance department brings forward a “rollover budget amendment” to “re-budget” capital items budgeted in the previous fiscal year, where the actual expenditure will not be incurred until the next fiscal year. The majority of the items represent construction projects where work began in the spring of 2024 (FY 23/24) and will be completed in the fall of 2024 (FY 24/25). In addition, there are also capital-related items that have been impacted by supply chain issues where noncancelable orders have been placed, but the item was not received by 6/30/24 (such as fire trucks and other large DPW trucks). The proposed amendment has no net impact on fund balance as this is just a timing issue between the two fiscal years.

RECOMMENDED ACTION: Approval of Resolution to authorize Budget Amendment #2025-1

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment# 2025-1 is authorized:

	INCREASE (DECREASE)
MAJOR STREET FUND	
REVENUES	
Transfers In	440,000
TOTAL REVENUES	\$ 440,000
APPROPRIATIONS	
Capital Outlay	6,090,360
TOTAL APPROPRIATIONS	\$ 6,090,360
Net Increase (Decrease) to Fund Balance	\$ (5,650,360)
Ending Fund Balance	\$1,474,344
Fund Balance as a % of total annual expenditures	10%
LOCAL STREET FUND	
REVENUES	
Transfers In	170,000
TOTAL REVENUES	\$ 170,000
APPROPRIATIONS	
Capital Outlay	2,073,885
TOTAL APPROPRIATIONS	\$ 2,073,885
Net Increase (Decrease) to Fund Balance	\$ (1,903,885)
Ending Fund Balance	\$925,171
Fund Balance as a % of total annual expenditures	10%
MUNICIPAL STREET FUND	
APPROPRIATIONS	
Capital Outlay	1,460,440
Transfers Out	610,000
TOTAL APPROPRIATIONS	\$ 2,070,440
Net Increase (Decrease) to Fund Balance	\$ (2,070,440)
Ending Fund Balance	\$3,370,426
Fund Balance as a % of total annual expenditures	29%

**INCREASE
(DECREASE)**

DRAIN FUND

REVENUES

Transfers In	1,998,851	
TOTAL REVENUES	\$ 1,998,851	

APPROPRIATIONS

Capital Outlay	1,998,851	
TOTAL APPROPRIATIONS	\$ 1,998,851	

Net Increase (Decrease) to Fund Balance	\$ -	
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DRAIN PERPETUAL MAINTENANCE FUND

APPROPRIATIONS

Transfers Out	1,998,851	
TOTAL APPROPRIATIONS	\$ 1,998,851	

Net Increase (Decrease) to Fund Balance	\$ (1,998,851)	
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FORFEITURE FUND

APPROPRIATIONS

Capital Outlay	25,520	
TOTAL APPROPRIATIONS	\$ 25,520	

Net Increase (Decrease) to Fund Balance	\$ (25,520)	
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CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

APPROPRIATIONS

Capital Outlay	3,042,628	
TOTAL APPROPRIATIONS	\$ 3,042,628	

Net Increase (Decrease) to Fund Balance	\$ (3,042,628)	
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PEG CABLE CAPITAL FUND

APPROPRIATIONS

Capital Outlay	6,650	
TOTAL APPROPRIATIONS	\$ 6,650	

Net Increase (Decrease) to Fund Balance	\$ (6,650)	
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**INCREASE
(DECREASE)**

ICE ARENA FUND

APPROPRIATIONS

Capital Outlay	296,582
TOTAL APPROPRIATIONS	\$ 296,582

Net Increase (Decrease) to Fund Balance	\$ (296,582)
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SENIOR HOUSING FUND

APPROPRIATIONS

Capital Outlay	245,583
TOTAL APPROPRIATIONS	\$ 245,583

Net Increase (Decrease) to Fund Balance	\$ (245,583)
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WATER & SEWER FUND

APPROPRIATIONS

Other Charges and Services	1,031,785
Capital Outlay	9,634,914
TOTAL APPROPRIATIONS	\$ 10,666,699

Net Increase (Decrease) to Fund Balance	\$ (10,666,699)
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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
at a regular meeting held on October 14, 2024

Cortney Hanson
City Clerk

GL #	Project/Item Description	Budget Category	Amount
MAJOR STREET FUND			
Revenues			
202-000.00-699.204	Transfer from Municipal Street	Transfer in	440,000
			<u>\$ 440,000</u>
Expenditures			
202-449.20-975.035	Fountain Walk Dr Recon	Capital outlay	278,400
202-449.20-975.152	ENG093 West Park Drive (12 Mile-Pnt Trl)	Capital outlay	143,046
202-449.20-975.153	ENG016 13 Mile Rd (M5-Haggerty)	Capital outlay	38,289
202-449.20-975.182	082-30 11 Mile Rehab (Taft to Beck)	Capital outlay	74,000
202-449.20-975.214	ENG058 Wixom Rd& Lft Trn Ln (10Mi-CL)	Capital outlay	3,017,092
202-449.20-975.226	162-07 Beck Rd Widen(11Mi-Prov Dr/CP Bv)	Capital outlay	442,169
202-449.20-975.227	ENG075 Mdwbrk Rd Rehab (10 Mi-11 Mi)	Capital outlay	19,223
202-449.20-975.229	ENG078 9 Mile Rd Rehab (Mdwbrk-Haggerty)	Capital outlay	14,090
202-449.20-975.232	Beck Road Rehab (10 Mile to 11 Mile Rds)	Capital outlay	125,000
202-449.20-975.248	ENG079 Industrial Bus Parks Rd Rehab	Capital outlay	66,216
202-449.20-975.271	ENG073 Taft Rd(Sth CL-10 Mile)&R@9MiRd	Capital outlay	801,232
202-449.20-976.089	ENG067a/b GLWA 14 Mi WM Trans Red Route	Capital outlay	1,003,198
202-449.20-976.219	13 Mile Rd Rehab (Mdwbrk-M-5)	Capital outlay	68,405
			<u>\$ 6,090,360</u>
Net Increase (decrease) to fund balance			\$ (5,650,360)
Ending Fund Balance		\$1,474,344	
Fund Balance as a % of total annual expenditures		10%	
LOCAL STREET FUND			
Revenues			
203-000.00-699.204	Transfer from Municipal Street	Transfer in	170,000
			<u>\$ 170,000</u>
Expenditures			
203-449.30-974.231	102-01 NRP 2022 - Concrete (FY 2022-23)	Capital outlay	4,201
203-449.30-974.233	102-01 NRP 2022 - Asphalt (FY 2022-23)	Capital outlay	2,303
203-449.30-974.241	102-01 NRP 2023 - Concrete (FY 2023-24)	Capital outlay	65,437
203-449.30-974.243	102-01 NRP 2023 - Asphalt (FY 2023-24)	Capital outlay	102,150
203-449.30-974.251	102-01 NRP 2024 - Concrete (FY 2024-25)	Capital outlay	878,952
203-449.30-974.251	102-01 NRP 2024 - Concrete (FY 2024-25)	Capital outlay	986,831
203-449.30-975.170	ENG038 Flint St - Ph2; SW Ring Rd	Capital outlay	11,810
203-449.30-975.272	Drakes Bay Drive Reconstruction	Capital outlay	22,201
			<u>\$ 2,073,885</u>
Net Increase (decrease) to fund balance			\$ (1,903,885)
Ending Fund Balance		\$925,171	
Fund Balance as a % of total annual expenditures		10%	
MUNICIPAL STREET FUND			
Expenditures			
204-446.00-974.464	Safe Streets and Roads for All (\$S4A)	Capital outlay	100,400
204-446.00-974.475	085-81 Seg80B81A&81B-10Mi(\$S;Mdwbrk-Hagg)	Capital outlay	57,495
204-446.00-975.020	ENG068 NSP 2021 (FY 2021-22) Alloc GF	Capital outlay	(160,874)
204-446.00-975.021	ENG068 NSP 2021 (FY 2021-22)	Capital outlay	86,966
204-446.00-975.023	ENG068 NSP 2023 (FY 2023-24)	Capital outlay	398,735
204-446.00-975.034	162-01 12 Mile Rd Widen (Beck - Cabaret)	Capital outlay	734,417
204-446.00-975.156	ENG089 Novi Rd (8 Mile - 9 Mile) RCO	Capital outlay	15,500
204-446.00-975.187	ENG060 10 Mile Rd & Oper Enhance RCO	Capital outlay	227,801
204-000.00-995.202	Transfer to Major Street Fund	Transfer out	440,000
204-000.00-995.203	Transfer to Local Street Fund	Transfer out	170,000
			<u>\$ 2,070,440</u>
Net Increase (decrease) to fund balance			\$ (2,070,440)
Ending Fund Balance		\$3,370,426	
Fund Balance as a % of total annual expenditures		29%	

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
DRAIN FUND			
Revenues			
211-000.00-699.152	Transfer in from Drain Perpetual	Transfer in	1,998,851
			<u>\$ 1,998,851</u>
Expenditures			
211-445.00-975.000	Construction	Capital outlay	666,120
211-445.00-975.137	ENG034 Basin Repairs-Orchard Hill Place	Capital outlay	669,000
211-445.00-975.146	133-08 Strmbnk Stb -Mid Rouge Rvr nr ML	Capital outlay	430,586
211-445.00-975.201	Storm Sewer Impv - Meadowbrook (9-10 Mi)	Capital outlay	93,175
211-445.00-975.269	ENG051 BasinClean-LvnwrthRg(\$ GR; E Tft)	Capital outlay	129,700
211-445.00-976.125	FLD045 Salt Dome Replace w/Pit &Conveyor	Capital outlay	3,265
211-445.00-984.022	FLD018 Trck Mntd Cmb Swr Clnr(repl #614)	Capital outlay	7,005
			<u>\$ 1,998,851</u>
Net Increase (decrease) to fund balance			\$ -
DRAIN PERPETUAL MAINTENANCE FUND			
Expenditures			
152-000.00-995.211	Transfer to Drain Fund	Transfer out	1,998,851
			<u>\$ 1,998,851</u>
Net Increase (decrease) to fund balance			\$ (1,998,851)
FORFEITURE FUND			
Expenditures			
262-302.00-983.245	Vehicles - State Forfeitures	Capital outlay	25,520
			<u>\$ 25,520</u>
Net Increase (decrease) to fund balance			\$ (25,520)
CAPITAL IMPROVEMENT PROGRAM (CIP) FUND			
Expenditures			
401-336.00-979.005	FIR024 Engine (replace #313)	Capital outlay	990,423
401-336.00-979.006	FIR029 Engine (replace 322)	Capital outlay	1,324,169
401-752.00-977.037	PRC043 City Splash Pad	Capital outlay	88,469
401-752.00-977.112	ENG082 PickleBall Crts w/SW, lot, &stair	Capital outlay	639,567
			<u>\$ 3,042,628</u>
Net Increase (decrease) to fund balance			\$ (3,042,628)
PEG CABLE - CAPITAL FUND			
Expenditures			
463-725.10-976.193	Studio VI Renovations	Capital outlay	1,590
463-725.10-986.051	SIP024 Firewall Replacement - Studio 6	Capital outlay	5,060
			<u>\$ 6,650</u>
Net Increase (decrease) to fund balance			\$ (6,650)
ICE ARENA FUND			
Expenditures			
570-000.00-976.142	Zamboni Purchase	Capital outlay	110,800
570-000.00-976.149	ICE004 Dehumidification Unit	Capital outlay	167,505
570-000.00-976.162	COR003 Smke/Fire Detection Replace	Capital outlay	12,670
570-000.00-976.175	ICE022 Roof Restoration - Ice Arena	Capital outlay	5,607
			<u>\$ 296,582</u>
Net Increase (decrease) to fund balance			\$ (296,582)

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
SENIOR HOUSING FUND			
Expenditures			
574-000.00-976.196	SNR017 Air Cond Units (98)-MC Mn Bldging	Capital outlay	80,000
574-000.00-977.110	ENG092 PickBall Crts(4) incl sdwlk etc.	Capital outlay	165,583
			<u>\$ 245,583</u>
Net Increase (decrease) to fund balance			\$ (245,583)

WATER AND SEWER FUND			
Expenditures			
592-536.00-816.056	SIP043 Comp Dist Systm Mat Inv -EGLE req	Other services and charges	190,678
592-536.00-816.057	SIP044 PRV Cathodic Protection Analysis	Other services and charges	12,100
592-536.00-816.059	SIP046 City Survey Brnchmrks Updt(ph1&2)	Other services and charges	25,000
592-536.00-816.066	Island Lk Booster Assessment	Other services and charges	21,150
592-536.00-816.088	PCCP TransMainCondAssess (under I96)	Other services and charges	78,269
592-536.00-936.040	Water Main Valve Maint Program	Other services and charges	704,588
592-536.00-976.009	SAD 170(Ph 3B) Pump Station aka Garfield	Capital outlay	70,575
592-536.00-976.082	WTS036 Asb-Cement (AC) Wtr Main Rep-PH1	Capital outlay	248,775
592-536.00-976.089	ENG067a/b GLWA 14 Mi WM Trans Red Route	Capital outlay	52,130
592-536.00-976.110	SS CapUpgrd Lanny's Inflint&Drakes Bay Ef	Capital outlay	1,370,132
592-536.00-976.111	WTS040 Asb-Cement WM repl 10Mi(mdw-hag)	Capital outlay	160,300
592-536.00-976.112	WTS039 PCCP Water Main Repairs	Capital outlay	90,651
592-536.00-976.116	Water Main Install Flint/Bond Ph 2	Capital outlay	2,801
592-536.00-976.124	WTS042 Water Main Replace -Roethel Drive	Capital outlay	56,709
592-536.00-976.139	West Park Booster Station Improvements	Capital outlay	100,934
592-536.00-976.194	ENG090 Huron-Rouge Sew Disp Systm(HRSDS)	Capital outlay	6,000,000
592-536.00-976.214	WTS045 Water Main Loop Conn - Southwest	Capital outlay	565,576
592-536.00-976.220	Bellagio SS PumpStation	Capital outlay	891,414
592-536.00-983.075	LDV021 LDV w/ plow 734 - DPW WS	Capital outlay	24,917
			<u>\$ 10,666,699</u>
Net Increase (decrease) to fund balance			\$ (10,666,699)



CITY OF NOVI CITY COUNCIL
OCTOBER 14, 2024

SUBJECT: Approval to award a unit price contract for major pathways snow removal services to HL Landscaping, the low bidder, for an estimated annual amount of \$108,998. The contract term is one year with three one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division
Integrated Solutions, Facilities

KEY HIGHLIGHTS:

- The scope of this service at a per push rate consists of clearing snow whenever a two-inch or greater snow accumulation exists from approximately 37 miles of sidewalks and pathways.
- The annual total accounts for an estimated 15 events requiring snow removal service on pathways, based on recent winter data.
- Clearing of snow and ice along selected major roads, in front of City-owned parcels, and in four parks- Pavilion Shore Park, Brookfarm Park, ITC Community Sports Park, and Lakeshore Park.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	\$ 5,412.45 General Fund <u>\$ 102,799.80 Municipal Street Fund</u> \$ 108,998.10 Estimated Annual Total
BUDGET	
General Fund (101-441.20-868.208) Parks Pathways Snow Removal	\$ 5,500
Municipal Street Fund (204-451.00-868.100) Streets Pathways Snow Removal	\$ 105,000
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0
Note: This item comes in under budget by \$1,002	

BACKGROUND INFORMATION:

The Department of Public Works is responsible for clearing snow and ice from sidewalks and pathways along selected major roads and in front of City-owned parcels. The Parks Maintenance Division has requested clearing of pathways in four parks be included in this award—Pavilion Shore Park, Brookfarm Park, ITC Community Sports Park, and Lakeshore Park. Clearing these segments of the non-motorized network each winter helps make Novi a more walkable community year-round.

DPW recently solicited unit price bids for snow removal services for the non-motorized segments depicted on the attached map. The scope of this service consists of clearing snow whenever a two-inch or greater snow accumulation exists from approximately 37 miles of sidewalks and pathways. The attached Invitation to Bid stipulates unit prices on a “per push” basis will be paid for each event the contractor is called to perform the service.

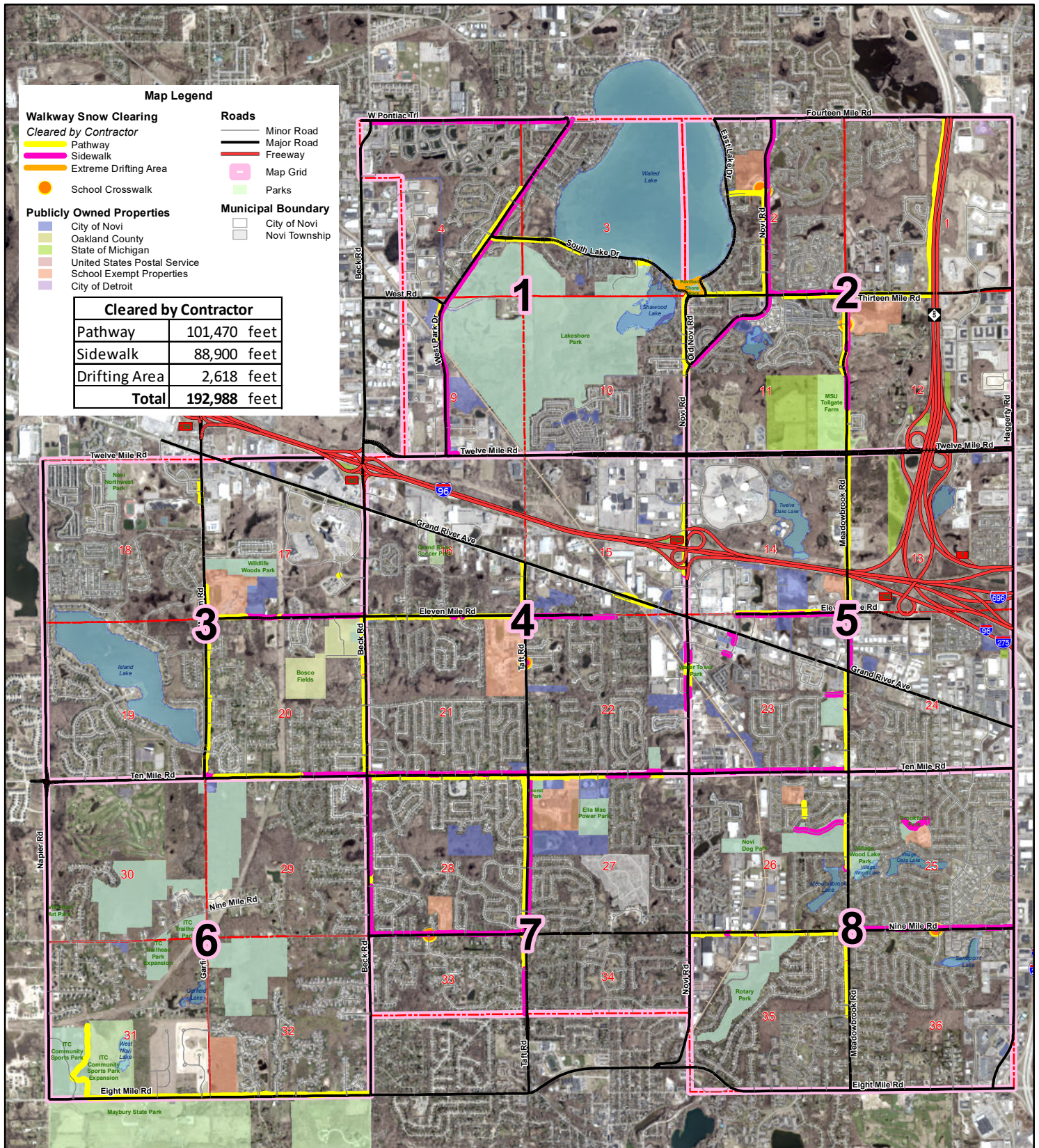
Three bids were received and opened on August 30, 2024, following a public bid solicitation period. The bid package was placed on the Michigan Inter-governmental Trade Network (MITN) under the category of Snow Removal Services. HL Landscaping was the low bidder. A table summarizing unit pricing for services is included in the packet.

RECOMMENDED ACTION: Approval to award a unit price contract for major pathways snow removal services to HL Landscaping, the low bidder, for an estimated annual amount of \$108,998.10. The contract term is one year with three one-year renewal options.

City of Novi
Snow Removal - Major Pathways
8/30/24 2:00 PM

		B&B Landscaping		HL Landscaping	
Description	Estimated Quantities (LFT per push)	Unit Price	Total	Unit Price	Total
		(per linear foot)		(per linear foot)	
DPW Snow Removal – Sidewalks	88,900	\$ 0.042	\$ 3,733.80	\$ 0.036	\$ 3,200.40
(minimum 48 inches wide cleared)					
DPW Snow Removal – Pathways	101,470	\$ 0.042	\$ 4,261.74	\$ 0.036	\$ 3,652.92
(minimum 72 inches wide cleared)					
Parks Snow Removal – Sidewalks	1,202	\$ 0.042	\$ 50.48	\$ 0.036	\$ 43.27
(minimum 48 inches wide cleared)					
Parks Snow Removal – Pathways	3,585	\$ 0.042	\$ 150.57	\$ 0.036	\$ 129.06
(minimum 72 inches wide cleared)					
Parks - Snow Removal Extreme Drifting Areas	2,618	\$ 0.550	\$ 1,439.90	\$ 0.072	\$ 188.50
TOTAL (PER PUSH)			\$ 9,636.49		\$ 7,214.15
24-hour/7-day Telephone Number:		810-343-3884		772-332-7748	
Email for notifications:		bblandscaping1@yahoo.com		hunter@HLLawnservices.com	
We have attached our equipment list:		yes		yes	
Addendums acknowledged?		n/a		n/a	

2024-2025 City of Novi Contractor Sidewalk Snow Clearing Map Book



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.



Miles

0 0.375 0.75 1.5
1 inch = 4,424 feet

Map Author: Keri Blough
Date: September 23, 2024
Project: Winter Sidewalk
Snow Clearing
Version: 1.0



City of Novi

Integrated Solutions Team
Geospatial Resources Division
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org



**CITY OF NOVI
BID FORM**

SNOW REMOVAL – MAJOR PATHWAYS

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

Description	Estimated Quantities (per push)	Unit Price (per linear foot)	Total
DPW Snow Removal – Sidewalks (minimum 48 inches wide cleared)	88,900 LFT	\$ 0.036¢	\$ 3,200.40
DPW Snow Removal – Pathways (minimum 72 inches wide cleared)	101,470 LFT	\$ 0.036¢	\$ 3,652.92
Parks Snow Removal – Sidewalks (minimum 48 inches wide cleared)	1,202 LFT	\$ 0.036¢	\$ 43.27
Parks Snow Removal – Pathways (minimum 72 inches wide cleared)	3,585 LFT	\$ 0.036¢	\$ 129.06
Parks - Snow Removal Extreme Drifting Areas	2,618 LFT	\$ 0.072¢	\$ 188.50
TOTAL (PER PUSH)			\$ 7,214.15

24-hour/7-day Telephone Number: 772-332-7748

Email for notifications: Hunter@HLLawnServices.com

We have attached our equipment list: Yes ✓ No

We acknowledge receipt of the following Addendum: N/A

Exceptions to specifications (all exceptions must be indicated here or attached):

Comments: _____

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS BID IS SUBMITTED BY:

Company (Legal Registration) HBL Enterprises LLC / HL Lawn Services
Address 7160 S State rd
City Goodrich State MI Zip 48438
Telephone 248-210-1578 Fax _____
Representative's Name (please print) Hunter Long
Representative's Title President
Representative's Signature [Signature]
E-mail Hunter@HLLawnServices.com
Date 08-29-2024



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

SNOW REMOVAL – MAJOR PATHWAYS

Failure to answer all questions could result in rejection of your proposal.

Name of Firm: HL Lawn Services
Address: 7160 S State Rd
City, State, Zip: Goodrich MI 48438
Telephone: 248-210-1578 Fax: _____
Mobile: 772-332-7748
Agent's Name (please print): Hunter Long
Agent's Title: President
Email Address: Hunter@HLlawnServices.Com
Website: HLlawnServices.Com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 2017 Years in business: 7
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No ☒ Yes _____ Reason: _____
4. Under what other or former names has your organization operated?
HBL Enterprises LLC
5. How many full-time employees? 18 Part-time? 6
6. Are you able to provide insurance coverage as required by this bid? Yes
7. 24/7 Telephone Number 772-332-7748
8. Provide your procedure for handling night and weekend calls.
Receive call/Email, dispatch our on call
Crews to start work within (one) hour
9. List the scope of services (type of work) you are able to perform.
Sidewalk clearing using ATVs, UTVs,
snowcraters and Toro multiforces. Hand work
to be done by shovellers or snowblowers

10. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract.

11. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, and experience.

Jeff - 15 years, full time, 24/7 Availability
Eric - 5 years, full time, 24/7 availability
Mike - 3 years, full time, 24/7 availability
Rob - 7 years, full time, 24/7 availability
Kyle - 9 years, full time, 24/7 availability

12. List equipment, tools, and all other resources available to your firm to perform this contract (use a separate sheet if necessary):

See attached equipment list

13. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

private Hoa - Bloofield, 2028 contract end, \$1,008,000
contract value.
Consumers energy - Groveland, 2024 contract end, \$250,000
contract value.
We Service 40 commercial, Hoa sites currently

14. Do you plan use subcontractors for any part of this contract? NO

15. If you plan to use subcontractors, please indicate names of people and/or firm name and provide a list of the equipment they will be using.

16. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company Herriman & Associates
Address Plymouth
Phone 734-459-5440 Contact name Darlyn

Company Abraham landscape Group
Address Westland
Phone 734-294-1760 Contact name David

Company Elite Land development
Address Clarkston
Phone 248-861-3912 Contact name Brad

17. **Claims & Suits:** Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No ☒ Yes ☐

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: Hunter Long

Representative's Name (please print): Hunter Long

Date 08-29-2024

HL Lawn Services Equipment List

Toro grandstand multi force -2 w/ 4' ft boss plow

Polaris Ranger side by side - 1 w/ 6'ft V-plow

Boss Snowrator - 2

Suzuki 4-wheeler - 2 w/ 5'ft boss V-plow

Toro Power clear snow blowers - 6

Toro 2 Stage Snowblower Power Max 828 OAE

Husqvarna 2 Stage snowblower

Toro Dingo TXL 2000

Isuzu HPR - flat bed

* Isuzu NPR Box truck

GENERAL CONDITIONS

TAX EXEMPTION

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term, or renewal option.

NOTICE TO BIDDERS

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting, or otherwise disposing of the contract agreement to any other person, company, or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point-by-point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any other Competitor; and
- (b) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the proposer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the proposer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI

SNOW REMOVAL – MAJOR PATHWAYS

SPECIFICATIONS/SCOPE OF WORK

- 1) INTRODUCTION:** Through this Invitation to Bid (ITB), the City of Novi hereby invites businesses that meet the qualifications set forth herein to submit bids for snow removal from select sidewalks and pathways adjacent to roadways within the City limits. Historically, the City of Novi responds to approximately 12 complete pathway/sidewalk snow pushes per season. This contract is for one (1) year (for the winter of 2024/25), with three (3) renewals in one (1) year increments at the same terms, conditions, and pricing.
- 2) GENERAL INFORMATION:** The City requires snow removal from sidewalks and pathways for select areas per these specifications. The scope is primarily intended to address pathways along major roads that front residential property. Pathways are at least 6 feet wide, and sidewalks are less than 6 feet wide.

Maps for the 2024/2025 season are included with this ITB which identify routes to be cleared, shown as Contractor-cleared pathways and Contractor-cleared sidewalks.

Qualified contractors must have a thorough knowledge of snow removal services and will be required to provide all equipment, personnel, supervision, and related materials to complete the task of clearing these pathways. **The City requires all pathways to be cleared within 16-hours upon notification from the City.**

MINIMUM QUALIFICATIONS:

- A)** The Contractor must have a minimum of 5 years' experience clearing snow from commercial or municipal lots and walks by mechanical means. Verification of experience shall be provided in the form of three (3) municipal/business references, which must be listed on the Bid Form contained in this ITB.
- B)** The Contractor must have sufficient personnel and equipment to perform this scope of work within the allotted time frame regardless of the amount of snowfall. **Failure to complete pathway clearing within 16-hour time frame may result in termination.**
- C)** **A list of equipment utilized to perform this scope of work shall be submitted with your bid.**

3) SCOPE OF WORK

A) Snow Clearing

- i) Contractor will be notified of the request for services by the Department of Public Works by one phone call and an email to document notice. The City requires one central number to call.
- ii) Contractor shall be **required** to respond to the notification **within one (1) hour** and acknowledge receipt of notification of needed service. Typically, a notification will be sent out if snowfall is two (2) inches or more. The Contractor shall not initiate any work unless notification is given by the City.
- iii) Contractor will be required to have all assigned sidewalks and pathways cleared within sixteen (16) hours after notification.

- iv) Sidewalks shall be cleared of snow a minimum of 48 inches across; pathways a minimum of 72 inches across.
- v) Snow must be cleared away from all business, residential and municipal sidewalk/pathway/entranceway ramps, school crosswalks, and crosswalks which are required as part of this contract.
- vi) Snow shall never be pushed into the roadway as to not create a hazard for motorists.
- vii) Contractor shall never pile snow as to cause a sight obstruction.
- viii) The Contractor shall not pile snow between the road edge and sidewalk/pathway. It must always be stockpiled on the inside of the sidewalk/pathway.
- ix) The Contractor will report when they have started the work (time) and the location where they started the work. The Contractor will also notify the City when they have completed the push. Both communications must be done by email.
- x) If an event calls for additional pushes, the contractor must receive written authorization from the City's designee to perform the additional push(es). **The City will not pay for work that has not been authorized or completed.**
- xi) Contractor will report the areas that have been cleared to the City's Field Operations manager, or their designee by email once the entire route has been cleared, or by 9:00 a.m. the morning following each event. City staff shall verify work has been completed; a \$50 deduction shall be imposed for each area that was incorrectly/falsely reported as being complete. Deductions will be assessed against the submitted invoice.
- xii) Contractor shall be responsible for any damages that occur while executing this contract and shall report them by email to the Field Operations manager, or their designee, prior to billing. After the route inspection is concluded, the Field Operations manager, or their designee, will notify the contractor of any damage.
- xiii) Should the Contractor fail to keep up with the work, the City reserves the right to hire additional contractors to complete the work.
- xiv) The City reserves the right to add or eliminate areas of work at any time. Payments for areas of work added will be made based on unit pricing submitted with Contractor's bid.
- xv) Contractor shall be paid for work completed based on unit pricing.
- xvi) No surcharges of any kind shall be allowed.
- xvii) **If the contractor chooses to use/install marking stakes, the Contractor must remove all such stakes by April 15 of the associated clearing season.**
- xviii) School routes and crosswalks shall be a priority and cleared first.
- xix) All operators must be legally licensed drivers.

B) Equipment

- i) Snow blades for sidewalks must not exceed 52 inches. All-terrain vehicle (ATV) or Utility Terrain Vehicle (UTV) are preferred for sidewalks and pathways. Trucks with plows may be used on wider pathways. Boardwalks shall only be cleared using snow blowers or by hand shoveling.
- ii) All vehicles performing work shall be properly identified, licensed, and display a professional appearance. All vehicles and personnel performing work within the City rights-of-way must meet all MIOSHA safety requirements.
- iii) Contractor must be willing to carry a portable tracking unit (provided by the City) for route completion documentation.

- iv) Contractor shall have the ability to remove all snow on or adjacent to all non-motorized routes included in this contract, even in the event of a large snowfall.

C) Repairs

- i) All damage to sidewalks, pathways, sprinkler heads, sod, or any abutting personal property shall be the responsibility of the Contractor to repair by May 15 of each spring following the contracted clearing season. An extension may be granted by the Field Operations manager if they believe extenuating circumstances prevent work completion.

D) Invoicing

- i) Contractor shall email invoice to: invoices@cityofnovi.org after each snow clearing event completed. Payment shall only be approved after the Field Operations manager or their designee has completed the inspection and review.

4) INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

5) PAYMENT

By submitting a bid, Contractor understands the City will attempt to make payment within 30 days but cannot guarantee it. All payments must be approved by City Council which generally holds meetings twice per month. On occasion, there may be three weeks between Council meetings, which may cause a delay in payment.

6) ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing a service within that section. At no time will the contractor drive more than a one (1) mile distance on a restricted road.

For additional details, contractors can check our Map Gallery at:

<http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of

recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
7. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS
HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify, and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents, and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference, or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

SAMPLE AGREEMENT

CONTRACT FOR SNOW REMOVAL SERVICES – MAJOR PATHWAYS

THIS CONTRACT FOR SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

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

Article II. Timing of Performance.

Performance of this Contract shall commence on _____ and end on _____. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor based on unit pricing for services as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due after receipt of an itemized billing/invoice from Contractor detailing all work which has been performed in connection with the billing and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing. Such payments will be made pursuant to City policy and approval by City Council.

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

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

SAMPLE AGREEMENT

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

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

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

Article V: Independent Contractor/Vendor Relationship.

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

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

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in

SAMPLE AGREEMENT

accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

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

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the

SAMPLE AGREEMENT

parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules, or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: Victor Cardenas, City Manager and Cortney Hanson, City Clerk
Contractor: _____
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

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

SAMPLE AGREEMENT

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Justin Fischer
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:



CITY OF NOVI CITY COUNCIL OCTOBER 14, 2024

SUBJECT: Consideration of tentative approval of the request by Jax Kar Wash, to rezone property at the southeast corner of Twelve Mile Road and Cabaret Drive to General Business with a Planned Rezoning Overlay.

SUBMITTING DEPARTMENT: Community Development Department – Planning

KEY HIGHLIGHTS:

- Rezoning 1.8 acres in Fountain Walk to allow a car wash development
- Activating a long-vacant parcel in a core commercial district
- Public benefit offered is design and construction of two pedestrian seating areas and two decorative walls
- Planning Commission recommended approval of the PRO Plan on August 28, 2024.

BACKGROUND INFORMATION:

The petitioner is requesting a Zoning Map Amendment for approximately 1.8 acres of property on the south side of Twelve Mile Road, to the east of Cabaret Drive. The applicant is proposing to rezone the property from Regional Center (RC) to General Business (B-3) using the City's Planned Rezoning Overlay (PRO) option.

The Formal PRO plan proposes a one-story 6,200 square foot building to develop a tunnel car wash, with outdoor vacuum stations that are typically associated with this type of car wash. Access to the site would be from the existing driveway off Cabaret Drive, so no new curb cuts are proposed for either public road frontage.

In their proposal the applicant describes some of the reasons this site has remained vacant in the 20+ years since Fountain Walk was developed; including, being limited by lease agreements to not allow a use that would compete with existing tenants of the center. The RC district also requires 100-foot building setbacks, which limits the developable area for a corner site. There are also 55-foot and 60-foot-wide gas line easements that run north-south along both sides of the property.

Staff and consultants have identified some issues with the proposed rezoning and PRO Plan. One of the questions with the proposal is whether this would be considered "spot zoning" since no like or similar B-3 uses are in proximity. However, since the PRO

Agreement restricts the development of the property to the use and design shown in the PRO Plan, the City Council should consider the compatibility of this particular project within the context of its surroundings rather than the B-3 District as a whole. A car wash is a commercial use typically permitted in a fairly intensive commercial district that serves a local market. The Regional Center district is an intense commercial district that serves a broader reach of customers. The Fountain Walk development in particular has commercial tenants in large footprint spaces, with some smaller tenant spaces mixed in. While Jax Kar Wash is unlikely to draw in customers from a greater distance, those coming to Fountain Walk for another purpose may find it convenient to get a car wash while they are there.

The detriments to rezoning to B-3 in order to permit a car wash in this location may include foregoing the development of a use that would be a better complement to the existing retail center on a prominent corner and one that creates more jobs. There is also the risk of market over-saturation as there are several existing and proposed car washes in Novi.

The applicant has amended their initial proposed public benefit and now offers to construct two covered seating areas along 12 Mile Road. The plan shows a concrete pedestrian node with benches and a metal pergola along the sidewalk fronting on 12 Mile Road, with the other stated location further to the east near Donelson Drive.

Additionally, the applicant offers to provide two decorative curved walls on the property: one at the corner of 12 Mile Road and Cabaret Drive, and the other at the corner of Cabaret Drive and the entrance of Fountain Walk. The walls could include signage identifying the center. No signage for Jax Kar Wash or other businesses would be placed on the walls. The stone would match the existing wall located at the West Oaks and Donelson Drive entrance.

See the proposed motion for a complete list of deviations requested and suggested conditions to be included in the PRO Agreement.

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.

The Planned Rezoning Overlay ordinance outlines the requirements to be eligible to utilize the option. 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.*

[\(See Full text, including Subsection C\)](#)

After the initial round of comments by the public bodies, the applicant submitted their formalized PRO Plan, which was reviewed by City staff and consultants. The project was then considered at a 2nd public hearing by the Planning Commission.

PLANNING COMMISSION

The Planning Commission held a Public Hearing on the formal PRO Plan on August 28, 2024, and recommended approval to the City Council. Comments made at that time are reflected in meeting minutes included in this packet.

CITY COUNCIL ACTION

If the City Council is inclined to approve the rezoning request with PRO at this time, the City Council's motion would be to direct the City Attorney to prepare a PRO Agreement to be brought back before the City Council for approval with specified PRO Conditions.

RECOMMENDED ACTION: Tentative indication that Council may approve the request of Jax Kar Wash, JZ24-02 with Zoning Map Amendment 18.744, to rezone from RC to B-3, subject to a Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan, and direction to the City Attorney to prepare the PRO Agreement including:

- A.** All deviations from the ordinance requirements shall be identified and included in PRO Agreement, including:
 1. Overhead Door (Sec. 3.10.1.A): In the B-3 District, no overhead door or other type of service bay door is permitted to face a major thoroughfare. A deviation would be required for the car wash tunnel door facing Twelve Mile Road. *The corner lot location makes it necessary for an overhead door to face one of the frontages, and the existing easements limit options for building orientation.*

2. Dumpster (Sec. 4.19.2.F): The location of the dumpster within 10 feet of the building would require a deviation. *This deviation is supported since there are no office or living spaces adjacent inside the main building, only the car wash tunnel.*
3. Loading-Unloading Zone (Sec. 5.4.2): Deviation would be required for the lack of a loading zone. *The applicant states the car wash use does not have a specific need for a loading/unloading area as there are no large deliveries to the site.*
4. Parking Lot Landscaping (Section 5.5.3.C): Deviation would be required for not providing the required number of accessway perimeter trees. *The applicant has provided the easement for the existing utility easement which does not permit the planting of landscaping in the easement area.*
5. Section 9 Waiver (Section 5.15): Proposed elevations of the building have an overage of Horizontal lap siding (8-10% proposed, 0% minimum required) and an overage of Asphalt Shingles (31-36% proposed, 25% maximum allowed). *In this case the deviations are not detrimental to the overall design of the building, and the design consistent with the intent and purpose of the Ordinance.*

B. The following conditions shall be requirements of the PRO Agreement:

1. The use shall be limited to a car wash. No other uses permitted in the B-3 District would be allowed on this site.
2. The building height will be 24.5 feet, which is more limiting than the 30 feet allowed in the B-3 District.
3. The building setbacks will exceed the B-3 requirements on all sides. Front and exterior side yards are 68-88 ft (30 ft required) and interior side yards are 54- to 138-feet (15 ft required).
4. The façade ordinance requires a minimum of 30% brick on all elevations. The proposed building exceeds this requirement with 49.6 to 59.9%.
5. A shared parking agreement with the Fountain Walk retail center will be required for employee parking spaces on the adjacent parcel.

C. This motion is made because the proposed General Business (B-3) zoning district is a reasonable alternative to the RC District and fulfills the intent of the Master Plan for Land Use, and because:

1. The applicant offers to construct two covered seating areas along 12 Mile Road. The plan shows a concrete pedestrian node with benches and a metal pergola along the sidewalk fronting on 12 Mile Road, with the other stated location further to the east near Donelson Drive.
2. The applicant offers to provide two decorative curved walls on the property: one at the corner of 12 Mile Road and Cabaret Drive, and the other at the

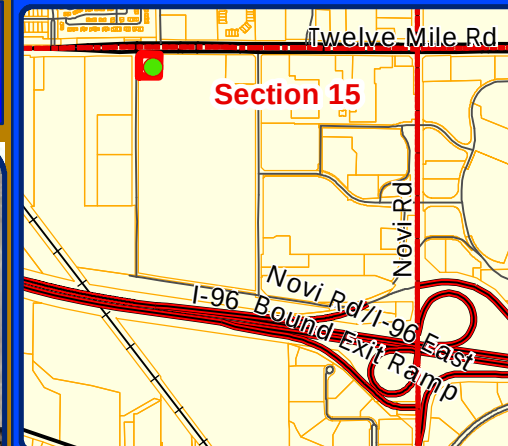
corner of Cabaret Drive and the entrance of Fountain Walk. The walls could include signage identifying the center. No signage for Jax Kar Wash or other businesses would be placed on the walls. The stone would match the existing wall located at the West Oaks and Donelson Drive entrance.

3. Public utilities are available to connect to, and adequate service capacity is available for the car wash demand proposed.
4. The car wash use is not expected to generate more traffic demand than other uses that could be built under the existing RC zoning.
5. The project does not impact existing woodland or wetland areas since the area was prepared for development when the Fountain Walk center was originally developed.
6. The proposed Jax Kar Wash would support the Master Plan goal of attracting new businesses to the City and may provide a customer draw that would support the growth of other businesses within Fountain Walk.
7. The detriments to the City from a car wash development as proposed are not substantial overall, so while the benefits to the public of this proposed use resulting from the conditions above are somewhat speculative, they do tend to outweigh the detriments.

MAPS
Location
Zoning
Future Land Use
Natural Features

JAX KAR WASH

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: 3/18/24
Project: JAX KAR WASH
Version #: 1

0 35 70 140 210 Feet
1 inch = 167 feet

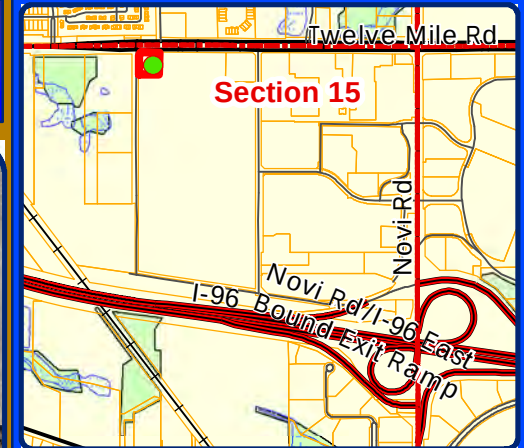
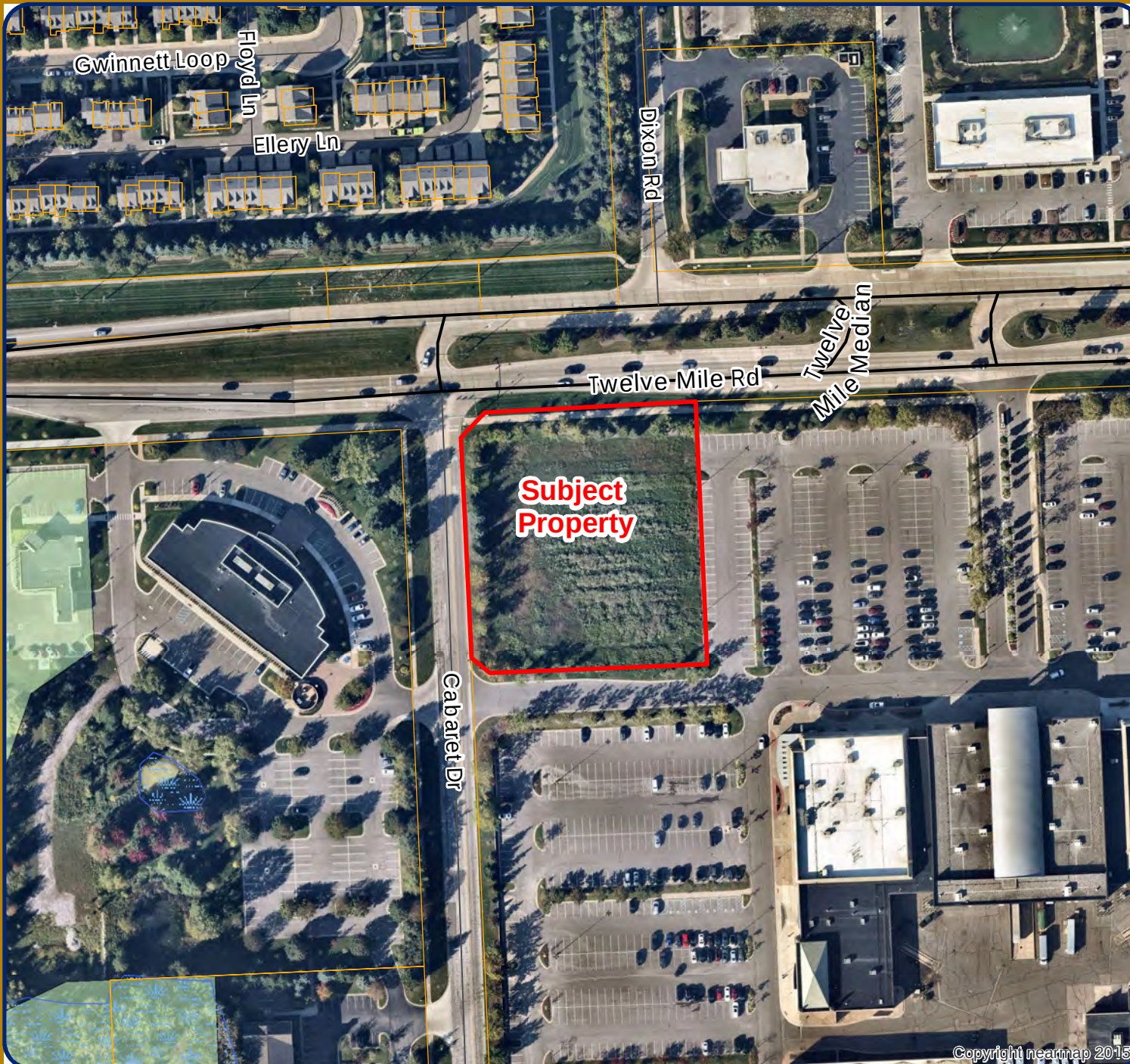


MAP INTERPRETATION NOTICE

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

JAX KAR WASH

NATURAL FEATURES



LEGEND

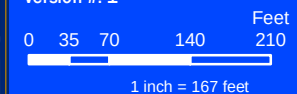
- WETLANDS
- WOODLANDS
- Subject Property



City of Novi

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

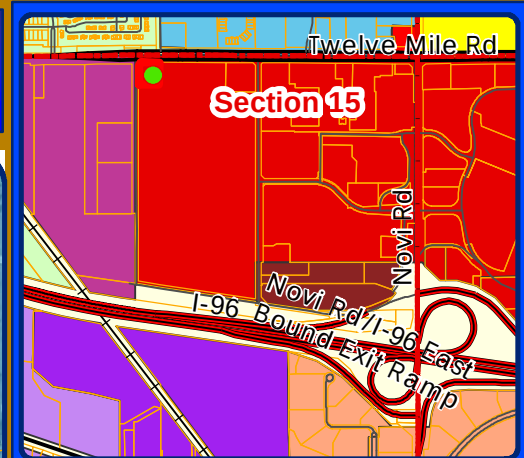
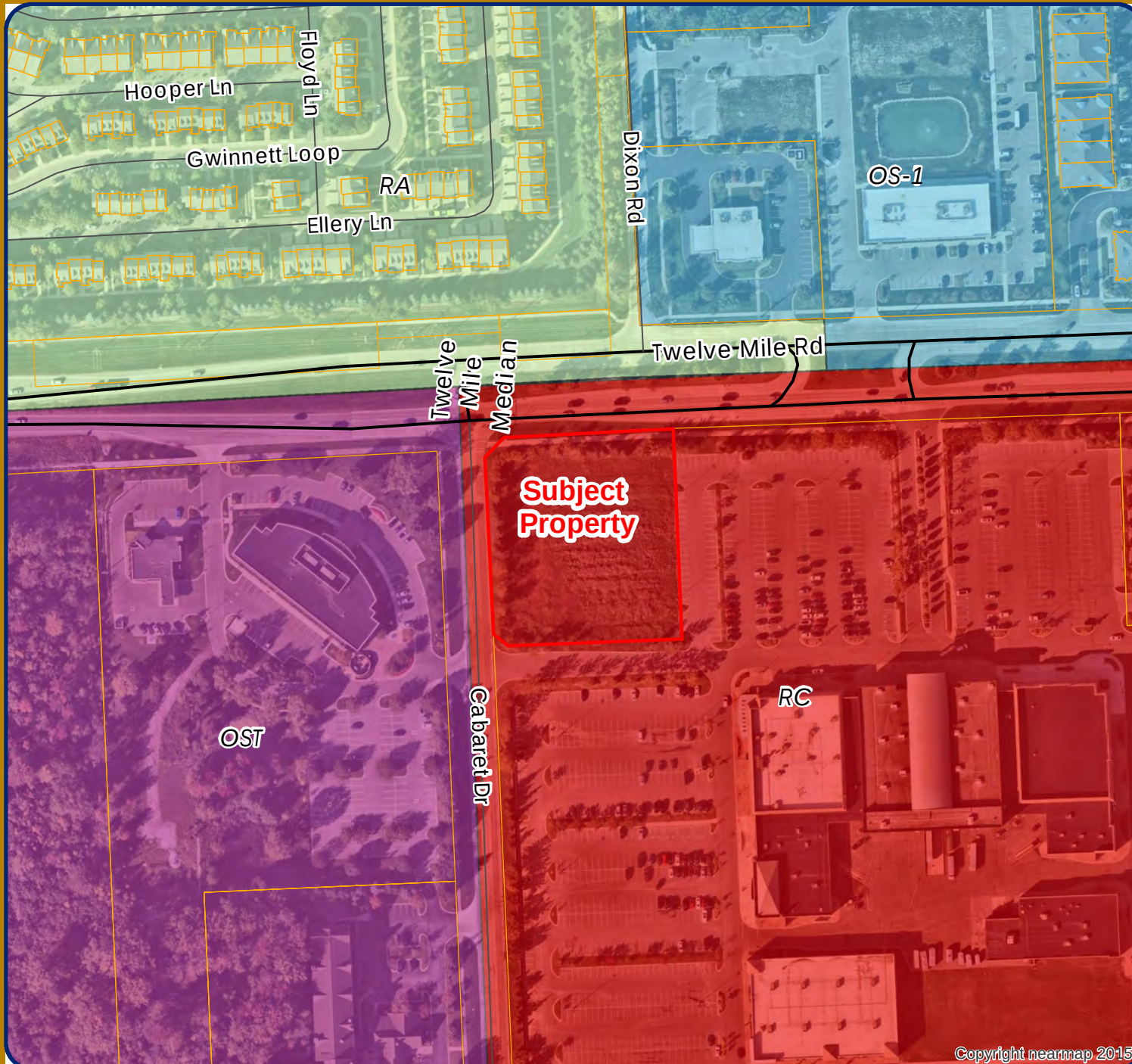
Map Author: Lindsay Bell
Date: 3/18/24
Project: JAX KAR WASH
Version #: 1



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JAX KAR WASH ZONING



LEGEND

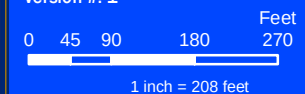
- R-A: Residential Acreage
- R-4: One-Family Residential District
- B-3: General Business District
- C: Conference District
- I-1: Light Industrial District
- I-2: General Industrial District
- OS-1: Office Service District
- OST: Office Service Technology
- RC: Regional Center District
- TC: Town Center District
- Subject Property



City of Novi

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

Map Author: Lindsay Bell
Date: 3/18/24
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Version #: 1

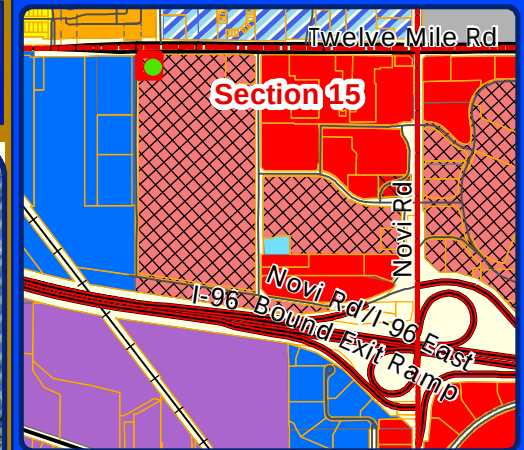
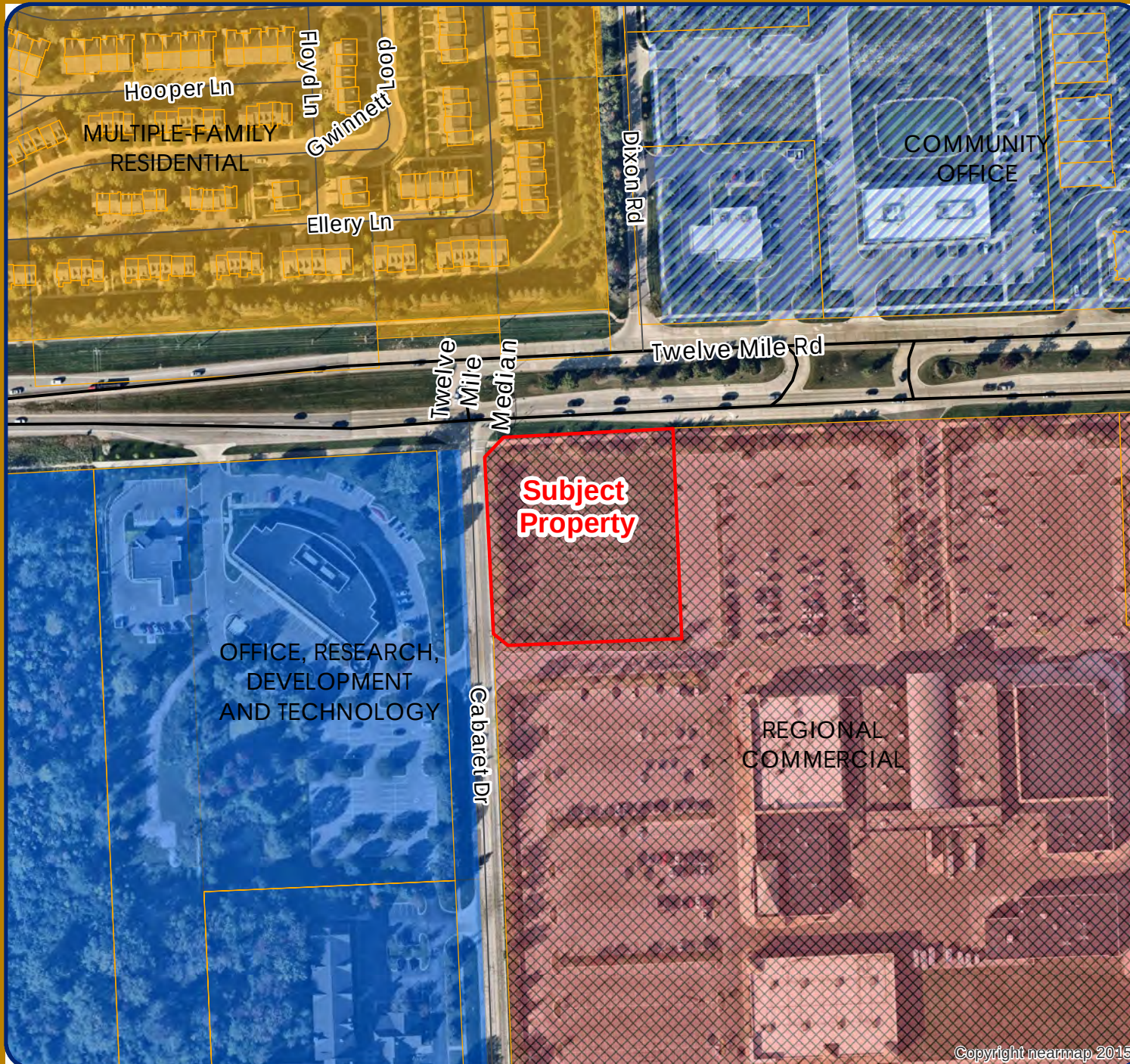


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JAX KAR WASH

FUTURE LAND USE



LEGEND

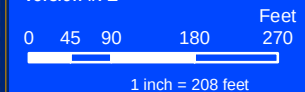
- Single Family
- Multiple-Family Residential
- Community Office
- Office, Research, Development and Technology
- Industrial, Research, Development and Technology
- Regional Commercial
- Town Center Commercial
- Town Center Gateway
- Public
- Cemetery
- Subject Property



City of Novi

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

Map Author: Lindsay Bell
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FORMAL PRO PLAN

PRELIMINARY SITE PLANS

JAX KAR WASH

44175 WEST 12 MILE ROAD
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL
2/9/2024		SITE PLAN APPROVAL



INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
C-1.0	TOPOGRAPHIC SURVEY
C-3.0	PRELIMINARY SITE PLAN
C-4.0	PRELIMINARY GRADING PLAN
C-5.0	EROSION CONTROL PLAN
C-6.0	PRELIMINARY UTILITY PLAN
C-9.0	NOTES AND DETAILS
C-9.1	ADS DETAILS
C-9.2	ADS DETAILS
C-9.3	RAMP DETAILS
L-1.0	PRELIMINARY LANDSCAPE PLAN
L-1.1	LANDSCAPE CALCULATIONS
L-2.0	LANDSCAPE DETAILS
T-1.0	TREE PRESERVATION PLAN
PFP-1	OVERALL FLOOR PLAN
PE-1A	BUILDING ELEVATIONS
PE-1B	EXP AND VACUUM ELEVATIONS
1 OF 1	PHOTOMETRIC PLAN

LEGAL DESCRIPTION:
PART OF 50-22-15-200-112
T1N, R8E, SEC 15 PART OF N 1/2 OF SEC, BEG AT PT DIST S 88-35-38 W 1690.26 FT & S 01-53-38 E 380 FT FROM NE SEC COR; TH S 01-53-38 E 2162.77 FT, TH N 83-29-50 W 997.39 FT, TH N 81-25-51 W 236.34 FT, TH N 01-52-22 W 2258.06 FT, TH N 42-38-24 E 38.25 FT, TH N 87-32-34 E 202.19 FT, TH N 88-35-38 E 662.10 FT, TH S 01-24-22 E 309 FT, TH N 88-35-38 E 309.80 FT TO BEG 64.46 A 8-5-15 FR -110

DESIGN TEAM

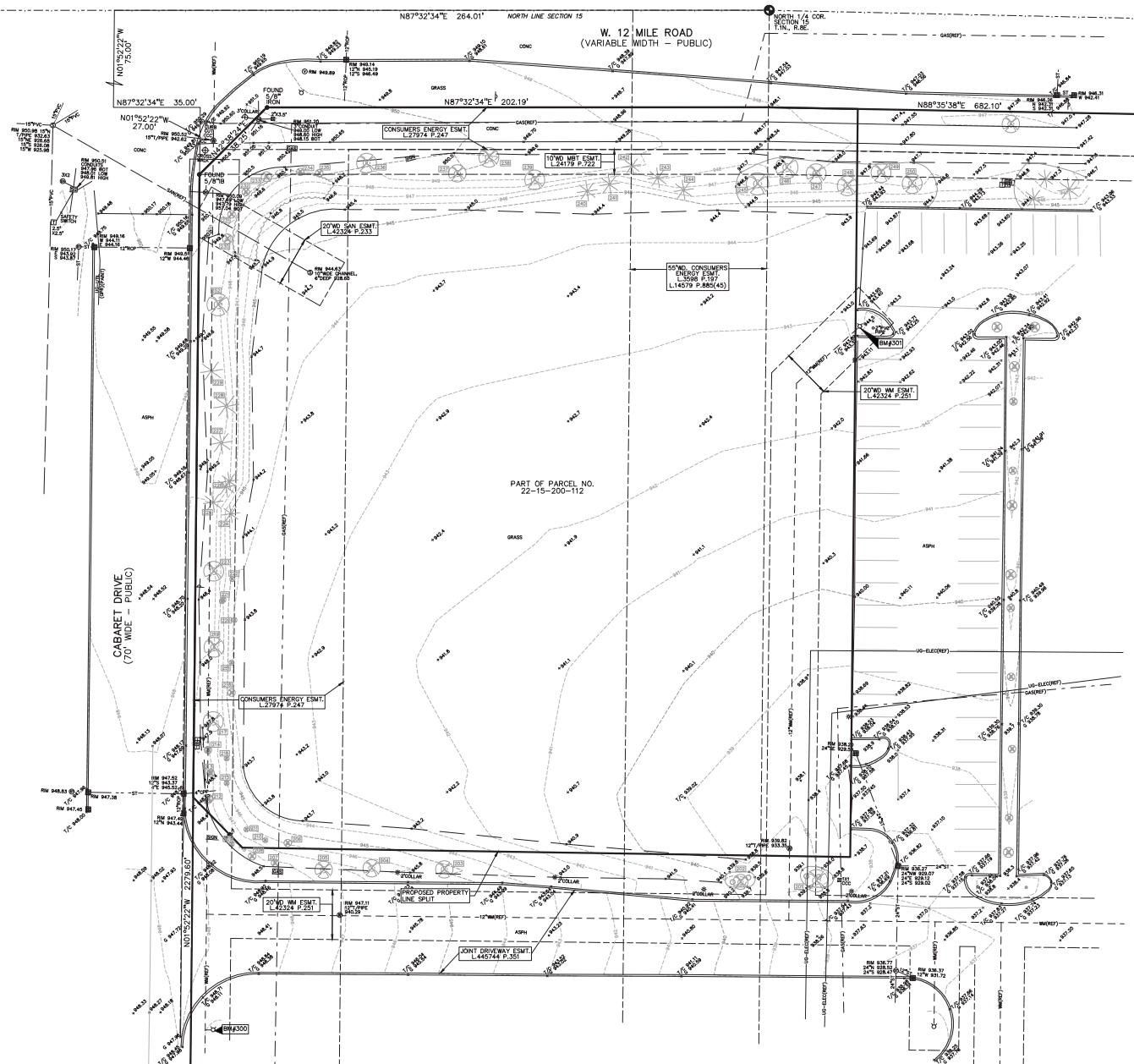
APPLICANT:	CIVIL ENGINEER	CONTRACTOR
JAX KAR WASH 26777 CENTRAL PARK BOULEVARD SUITE 190 SOUTHFIELD, MICHIGAN 48034 CONTACT: TODD GESUND EMAIL: TODD@JAXKARWASH.NET	PEA GROUP 1849 POND RUN AUBURN HILLS, MI 48326 CONTACT: JAMES P. BUTLER, PE PHONE: 844.813.2949 EMAIL: JBUTLER@PEAGROUP.COM	CUNNINGHAM LIMP COMPANY 26780 CABOT DRIVE, SUITE 100 CONTACT: MS. ALYSSA COOK COOKA@CLC.BUILD
ARCHITECT	LANDSCAPE ARCHITECT	
F.A. STUDIO 26261 EVERGREEN ROAD, SUITE 123 SOUTHFIELD, MI 48078 CONTACT: DAVID S. BRINKMEIER, AIA PHONE: 248.619.2354 EMAIL: DBRINKMEIER@FA.STUDIO	PEA GROUP 7927 NEMCO WAY, STE. 115 BRIGHTON, MI 48116 CONTACT: LYNN WHIPPLE, PLA PHONE: 844.813.2949 EMAIL: LWHIPPLE@PEAGROUP.COM	

PEA
GROUP

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	2/9/2024



NOT FOR CONSTRUCTION



LEGEND:

- | | |
|--|---|
| | EX. OH, ELEC. POLE & GUIDE |
| | EX. U.S. CABLE T.Y. TO AESTRA |
| | EX. U.S. COMMUNICATION LINE, PREDESTA & MANHOLE |
| | EX. U.S. GAS LINE, METER & MANHOLE |
| | EX. GAS LINE |
| | EX. GAS VALVE & LINE, METER MANHOLE |
| | TRANSFORMER & BARRIAGE VALVE |
| | EX. WATER MAIN |
| | EX. HANTARY, GATE VALVE & POST INDICATOR VALVE |
| | EX. WATER VALVE & DISCHUFF |
| | EX. HANTARY SEWER |
| | EX. SANITARY SEWER & MANHOLE |
| | EX. COMBINED SEWER MANHOLE |
| | EX. STORM SEWER |
| | EX. CLEANOUT & MANHOLE |
| | EX. SLOANE, ROOF & RIDGE & CATCH BIN |
| | EX. HAD, DASH, U.S. ROOF DRAIN, DOWNPOUT |
| | EX. UNIDENTIFIED STRUCTURE |
| | EX. MANHOLE, SIGN, LIGHTPOLE & GUARD POST |
| | FENCE |
| | EX. QUARRY LAIR |
| | EX. DEC. TREE, TEMPEROUS TREE & SHUB |
| | EX. TREE, TAG, & TREE LAIR |
| | EX. SPOT ELEVATION |
| | EX. CONTOUR |
| | EX. WETLAND |
| | IRON FOUND / SET |
| | NRI FOUND / NRI & MAP SET |
| | PLUS ROAD SET |
| | MONUMENT FOUND / SET |
| | SECTION CORNER FOUND SET |
| | RESECTION MEASURED / CALCULATED |

*ALTA/ACSM LAND TITLE SURVEY - FOUNTAIN WALK" GIFFELS WEBSTER
JOB NO. 14746.10, DATED 08-07-15

BENCHMARKS

(GPS DERIVED - NAVD88)

BM#300
DIMPLE ON ARROW ON SOUTH SIDE OF HYDRANT, EAST SIDE OF CABARET DR, APPROX. 400' SOUTH OF 12 MILE ROAD.
ELEV. = 946.71

BM#301
DIMPLE ON ARROW ON WEST SIDE OF HYDRANT IN PARKING LOT ISLAND, APPROX. 100' SOUTH OF 12 MILE ROAD AND APPROX 270' EAST OF CABARET DR.
ELEV. = 950.08

FLOODPLAIN

BY GRAPHIC PLOTTING, THE SUBJECT PARCEL IS IN (ZONE X) "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN," PER FEMA FLOOD INSURANCE RATE MAP PANEL NUMBER 26125C0626E, EFFECTIVE SEPTEMBER 29, 2006

LEGAL DESCRIPTION:

PART OF 50-22-15-200-112

TIN, R8E, SEC 15 PART OF N 1/2 OF SEC BEG AT PT DIST S
88-35-38 W 1690.26 FT & S 01-53-38 E 380 FT FROM NE SE
COR, TH S 01-53-38 E 2162.77 FT, TH N 83-29-50 W 997.39
FT, TH N 81-25-51 W 236.34 FT, TH N 01-52-22 W 2258.06
FT, TH N 42-38-24 E 36.25 FT, TH N 87-32-34 E 202.19 FT,
TH N 88-35-38 E 682.10 FT, TH S 01-24-22 E 305 FT, TH N
88-35-38 E 309.80 FT TO BEG 64.46 A 8-5-15 FR -110

PEA
GROUP
t: 844.813.2949
www.peagroup.com



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



CLIENT
**CUNNINGHAM LIMP
COMPANY**
28790 CABOT DRIVE, SUITE 100
NOVI, MI

PROJECT TITLE
JAX KAR WASH
44475 WEST 12 MILE ROAD
NOVI, MICHIGAN

[illegible]

ORIGINAL ISSUE DATE:
FEBRUARY 9, 2024

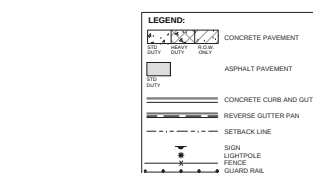
DRAWING TITLE

**TOPOGRAPHIC
SURVEY**

PEA JOB NO.	2023-1246
P.M.	JPB
DN.	KM
DES.	JPB
DRAWING NUMBER:	

C-1.0

NOT FOR CONSTRUCTION



THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OR OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR PIPE UNLESS OTHERWISE NOTED.
2. REFER TO NOTES & DETAILS SHEET FOR ON-SITE PAVING DETAILS.
3. NO SITE MONUMENT SIGN PROPOSED.

TOTAL SITE AREA: 1.81 ACRES

EXISTING ZONING: R-C (REGIONAL CENTER DISTRICT)

PROPOSED ZONING: B-3 WITH PRO

PROPOSED USE: CAR WASH

BUILDING GROSS FLOOR AREA: 6,212 SF

HOURS OF OPERATION: MONDAY - FRIDAY: 7AM TO 6PM; SAT/SUN: 8AM TO 6PM

TOTAL EMPLOYEES: 3

PARKING CALCULATIONS:

REQUIRED PARKING: $+2 + 1$ PER EMPLOYEE $+ 1$ PER VACUUM STATION

OFF-STREET PARKING IN SIDE AND REAR YARDS
AREA OF RESIDENTIAL SIDE AND REAR YARD AT 10' ± 0.44 AC (50% ± 0.22 AC)
AREA THAT BOTH PARKING LOTS OCCUPY OF THE SETBACK ± 0 AC
PERCENTAGE OCCUPIED BY PARKING LOTS ± 0%

SITE SLOSH INFORMATION
ACCORDING TO THE U.S. NATURAL RESOURCES CONSERVATION SERVICE
WEB SLOSH SURVEY FOR OAKLAND COUNTY, THE SITE CONSISTS OF THE FOLLOWING SITE TYPES:

13B - HSTENBOM-BOYER LOAMY SANDS, 0 TO 6 PERCENT SLOPES
5B - URBAN LAND
60B - URBAN LAND-MARLETTE COMPLEX, 0 TO 8 PERCENT SLOPES

BUILDING LOT FLOOR COVERAGE (PROPOSED): 7.89%

OPINION OF PROBABLE COST: TBD

SIGN LEGEND:
 'VAN ACCESSIBLE BARRIER FREE PARKING' SIGN
 REFER TO DETAIL SHEET FOR SIGN DETAILS

SIDEWALK RAMP LEGEND:

SIDEWALK RAMP TYPE F	
SIDEWALK RAMP TYPE P	
CURB DROP ONLY	

REFER TO LATEST MDOT R-28
STANDARD RAMP AND DETECTABLE
WARNING DETAILS AND SHEET C-9.3

SIGNING NOTES:

1. SIGNS 12"x18" OR SMALLER IN SIZE SHALL BE MOUNTED ON A GALVANIZED 2 LB. U-CHANNEL POST.
2. SIGNS GREATER THAN 12"x18" SHALL BE MOUNTED ON A GALVANIZED 3 LB. OR GREATER U-CHANNEL POST.
3. SIGN BOTTOM HEIGHT OF 7' FROM FINAL GRADE.
4. SIGNING SHALL BE PLACED 2' FROM THE FACE OF THE CURB OR EDGE OF THE NEAREST SIDEWALK TO THE NEAR EDGE OF THE SIGN.
5. FHWA STANDARD ALPHABET SERIES USED FOR ALL SIGN LANGUAGE.
6. HIGH-INTENSITY PRISMATIC (HIP) SHEETING TO MEET FHWA RETRO-REFLECTIVITY.

NOT FOR CONSTRUCTION



CLIENT

**CUNNINGHAM LIMP
COMPANY**
28790 CABOT DRIVE, SUITE 100
NOVA, MI

PROJECT TITLE

JAX KAR WASH
44475 WEST 12 MILE ROAD
NOVA

[illegible]

ORIGINAL ISSUE DATE:
FEBRUARY 9, 2024

DRAWING TITLE
**PRELIMINARY
SITE PLAN**

PEA JOB NO.	2023-1246
P.M.	JPB
DN.	KM
DES.	JPB
DRAWING NUMBER:	

C-3.0



SOIL EROSION MAINTENANCE SCHEDULE AND NOTES:

1. THE SOIL EROSION CONTROL WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY:

TBD

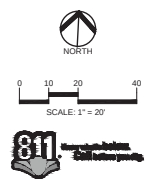
2. IF ANY DAMAGE HAS OCCURRED AS A RESULT OF STORM WATER DISCHARGE FROM THE SITE, THE FOLLOWING STEPS SHALL BE IMPLEMENTED:

- A. ANY DEBRIS OR DIRT ON ANY PAVED AREA RESULTING FROM CONSTRUCTION TRAFFIC SHALL BE CLEANED BY A PROMPT MAINTENANCE BY THE CONTRACTOR. THE CONSTRUCTION DRIVE SHALL BE CLEANED AT THE END OF EACH DAY.
- B. ALL DIRT AND MUD TRACKED ONTO PAVED AREAS SHALL BE REMOVED BY THE CONTRACTOR DAILY BY SCRAPING. STREET SWEEPING IS REQUIRED WEEKLY.
- C. SILT FENCE MAINTENANCE SHALL INCLUDE THE REMOVAL OF ANY BUILT UP SEDIMENT WHEN THE SEDIMENT HEIGHT ACCUMULATES TO 1/3 TO 1/2 OF THE HEIGHT OF THE FENCE. THE CONTRACTOR IS RESPONSIBLE TO REMOVE, REPAIR OR REPLACE THE SILTATION FENCE SHOULD IT FALL OR BE DAMAGED DURING CONSTRUCTION.
- D. INLET FILTER MAINTENANCE SHALL INCLUDE THE REMOVAL OF ANY ACCUMULATED SILT OR OTHER DEBRIS. IF THE FILTER IS DAMAGED DURING THE USE OF A STIFF BRISTLE BROOM OR SQUARE POINTED SHOVEL, IF FILTER NETS CAN NOT BE CLEANED OR ARE DAMAGED, THEN THE FABRIC MUST BE REPLACED.
- E. CONTRACTOR SHALL PROVIDE WATER TRUCK TO WATER DOWN THE SITE ON A DAILY BASIS REQUIRED TO MAINTAIN DUST CONTROL.
- F. IF HIGH GROUNDWATER IS ANTICIPATED OR ENCOUNTERED DURING CONSTRUCTION A DETERMINING PLAN MUST BE SUBMITTED TO THE CITY ENGINEERING DIVISION FOR REVIEW.



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STATE OF INDIANA
JAMES C. HARRIS
THE JUDICIAL
NATIONAL PROFESSIONAL ETHICS



PROJECT TITLE
JAX KAR WASH
44475 WEST 12 MILE ROAD
NOVI, MICHIGAN

[illegible]

ORIGINAL ISSUE DATE:
FEBRUARY 9, 2024

DRAWING TITLE

**EROSION
CONTROL PLAN**

PEA JOB NO.	2023-1246
P.M.	JPB
DN.	KM
DES.	JPB
DRAWING NUMBER:	

NOT FOR CONSTRUCTION C-5.0



SCHEDULING INFORMATION

[illegible]

9531-2/5/24

THE STORMWATER TREATMENT UNIT SHALL BE AN IN-LINE UNIT CAPABLE OF COMINGLING WITH OR THE DESIGN PEAK FLOW. IF PEAK FLOW RATES EXCEED MAXIMUM HYDRAULIC RATE, THE UNIT SHALL BE INSTALLED OFFLINE.

THE BARRICADE UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 90% OF THE SUSPENDED SOLIDS ON AN ANNUAL AGGREGATE REMOVAL BASIS. SAID REMOVAL SHALL BE BASED ON CHLOROPHYLL *a* CONCENTRATIONS OF 100 MICROGRAMS PER LITER AND 100 MICROGRAMS PER LITER OF TOTAL SUSPENDED SOLIDS. ANNUAL TESTING SHALL HAVE INCLUDED SEDIMENT CAPTURE BASED ON ACTUAL TOTAL SOLIDS COLLECTED BY THE STORMWATER TREATMENT UNIT.

OR:

THE STORMWATER TREATMENT UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF THE JUNE 15 MEDIA MEAN WITH 600-120 MICRONS AND 200 MICRONS EFFLUENT CONCENTRATION.

OR:

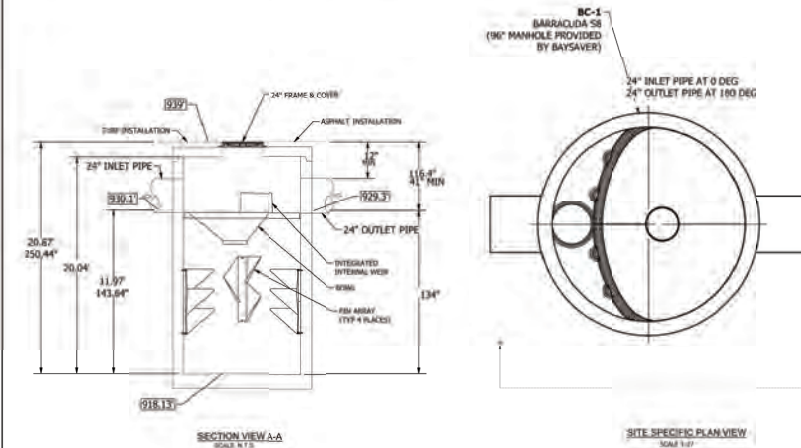
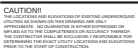
THE BARRICADE UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF THE PERCENT CURRENT NUTRIENT REMOVAL RATES.

BARRACUDA S8	
UNIT ID	S8
PEAK FLOW RATE CFS	6.08
TREATMENT FLOW RATE CFS	5.43

* TREATMENT FLOW RATE PER

OK-110

DATE:	11/11/01
TIME:	14:00
BY:	WASH
MI:	MI
DRAWN:	
CHECKED:	

[illegible]

PROJECT TITLE
JAX KAR WASH
44475 WEST 12 MILE ROAD
NOVI, MICHIGAN

[illegible]

ORIGINAL ISSUE DATE:
FEBRUARY 9, 2024

DRAWING TITLE
ADS DETAILS

PEA JOB NO.	2023-1246
P.M.	JPB
DN.	KM
DES.	JPB

DRAWING NUMBER:

NOT FOR CONSTRUCTION C-9.1

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ADS® Barracuda™ Max

The Barracuda Max is a new, changing stormwater quality technology. This high-performance vortex hydrodynamic separator is designed to remove total suspended solids in order to protect our precious receiving waters. The Barracuda Max is also an outstanding valve that offers multiple pipe configurations, and quick installation. The "Max" version of the Barracuda is built on the base platform of the original ADS Barracuda with improved removal efficiencies and installation components.

Features

- Single manhole design
- No elevation loss between the inlet and outlet
- Variable inlet/outlet angle configurations (not just 180 degree orientation)
- Internal bypass for inline installation (where applicable)
- Revolutionary, patent-pending "seam" mitigate turbulence in the sump area to prevent re-suspension of captured contaminants and an added deflector plate and bowl extension enhance the unit's removal capabilities

Benefits

- Internal components are in stock for quick delivery
- The 33, 54, 56, and 58 can be installed in a standard 36" (900 mm), 48" (1200 mm), 72" (1800 mm), and 96" (2400 mm) precast manhole, respectively
- The 53 & 54 can be pre-cast factory installed within a 36" (900 mm) and 48" (1200 mm) ADS 48" manhole and attached to the jacket
- The Barracuda Max "seam" and deflector plate apparatus are fabricated and designed for quick and easy field assembly
- Designed for easy maintenance using a vacuum truck or similar equipment
- Inspection and maintenance are performed from the surface with no confined space entry



ADS

Barracuda Specification

Materials and Design

- Concrete Structures: Designed for H-20 traffic loading and applicable soil loads or as otherwise determined by a Licensed Professional Engineer. The material and structural design of the diverters shall be per ASTM C837 and ASTM C856.
- 36" (900 mm) and 48" (1200 mm) HD Manhole Structures: Made from an impact modified copolymer polypropylene meeting the material requirements of ASTM F2764. The eccentric cone reducer shall be manufactured from polyethylene meeting ASTM D3350 v01 class 213202. Gaskets shall be made of material meeting the requirements of ASTM F471.
- Separator Internals shall be substantially constructed of stainless steel, polyethylene or other thermoplastic material approved by the manufacturer.

Performance

- The stormwater treatment unit shall be an inline unit capable of conveying 100% of the design peak flow. If peak flow rates exceed maximum hydraulic rate, the unit shall be installed offline.
- The Barracuda Max unit shall be designed to remove at least 80% of the suspended solids on an annual aggregate removal basis. Solid removal shall be based on full-scale third party testing using OW-10 media of sediment or equivalent and 300 mg/L influent concentration. Solid full-scale testing shall have included sediment capture based on actual total mass collected by the stormwater treatment unit.

The Barracuda Max unit shall be designed to remove at least 50% of TSS using a media mix with $d_{50} \geq 75$ micron and 200 mg/L influent concentration.

The Barracuda Max unit shall be designed to remove at least 50% of TSS per current NJDEP/NJCAT HDS protocol.

- The stormwater treatment unit internals shall consist of (1) separator cone assembly, and (1) sump assembly, which includes the "seam".

Barracuda Max Model	Manhole Diameter	TSS10 (50% removal)	TSS15 (80% removal)
33	36" (900 mm)	0.85 CFS (4.1 L/s)	0.66 CFS (3.1 L/s)
54	48" (1200 mm)	1.52 CFS (6.9 L/s)	1.32 CFS (6.0 L/s)
56	72" (1800 mm)	3.40 CFS (15.5 L/s)	3.43 CFS (15.6 L/s)
58	96" (2400 mm)	6.08 CFS (27.2 L/s)	6.08 CFS (27.2 L/s)

Flow rates based on design stormwater management.

Installation

Installation of the stormwater treatment unit(s) shall be performed per manufacturer's installation instructions. Such instructions can be obtained by calling Advanced Drainage Systems at 800-821-6710 or by logging on to www.adspipe.com.

ADS

adspipe.com
1-800-821-6710

Barracuda® Max & Barracuda Maintenance Guide

One of Barracuda's advantages is the ease of maintenance. Like any system that collects pollutants, the Barracuda must be maintained for continued effectiveness. Maintenance is a simple procedure performed using a vacuum truck or similar equipment. The systems were designed to minimize the volume of water removed during routine maintenance, reducing disposal costs.

Contractors can access the pollutants stored in the manhole through the manhole cover. This allows them to gain vacuum hose access to the bottom of the manhole to remove sediment and trash. There is no confined space entry necessary for inspection or maintenance.

The entire maintenance procedure typically takes 2 to 4 hours, depending on the system's size, the captured material, and the vacuum truck's capacity.

Local regulations may apply to the maintenance procedure. Safe and legal disposal of pollutants is the responsibility of the maintenance contractor. Maintenance should be performed only by a qualified contractor.

Inspection and Cleaning Cycle

Periodic inspection is needed to determine the need for and frequency of maintenance. You should begin inspecting as soon as construction is complete and then on an annual basis. Typically, the system needs to be cleaned every 1-3 years.

Excessive oils, fuels or sediments may reduce the maintenance cycle. Periodic inspection is important.

Determining When to Clean

To determine the sediment depth, the maintenance contractor should lower a stake rod into the manhole until it contacts the top of the captured sediment and mark that spot on the rod. Then push the probe through to the bottom of the sump and mark that spot to determine sediment depth. Maintenance should occur when the sediment has reached the levels indicated in the Storage Frequency Chart.

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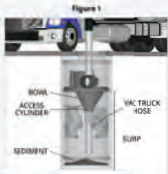
adspipe.com
1-800-821-6710

Barracuda Storage Capacities

Model	Manhole Diameter (in. (mm))	Total System Volume Gallons (Liters)	Treatment Chamber Capacity Gallons (Liters)	Standard Sediment Capacity (20" depth) Yards ³ (meters ³)	NJDEP Sediment Capacity (50% of standard depth) Yards ³ (meters ³)
33	36 (900)	264 (999)	212 (803)	0.44 (0.34)	0.22 (0.17)
54	48 (1200)	665 (2517)	564 (2135)	0.78 (0.60)	0.39 (0.30)
56	72 (1800)	1897 (5667)	1269 (4804)	1.75 (1.34)	0.88 (0.67)
58	96 (2400)	4196 (15894)	3835 (14517)	3.19 (2.37)	1.55 (1.19)

Maintenance Instructions

1. Remove the manhole cover to provide access to the pollutant storage. Pollutants are stored in the sump, below the bowl assembly visible from the surface. Access this area through the 8" (200 mm), 10" (250 mm), 15" (375 mm) or 24" (500 mm) diameter access cylinder.
2. Use a vacuum truck or other similar equipment to remove all water, debris, oils and sediments. See Figure 1.
3. Use a high pressure hose to clean the manhole of all the remaining sediment and debris. Then, use the vacuum truck to remove the water.
4. Fill the cleaned manhole with water until the level reaches the invert of the outlet pipe.
5. Replace the manhole cover.
6. Dispose of the polluted water, oils, sediment and trash at an approved facility.
- a. Local regulations prohibit the discharge of solid material into the sanitary system. Check with the local sewer authority for authority to discharge the liquid.
- b. Some localities treat the pollutants as waste. Check with local regulators about disposal requirements.
- c. Additional local regulations may apply to the maintenance procedure.



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1-800-821-6710

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CAUTION!
This system is designed for stormwater management. It is not designed to collect or store hazardous materials. To determine if pollutants are present, contact your local health department or environmental agency. If hazardous materials are present, contact your local health department or environmental agency for proper disposal.



CLIENT
**CUNNINGHAM LIMP
COMPANY**
30700 CABOT DRIVE, SUITE 100
MAY, OHIO

PROJECT TITLE
JAX KAR WASH
44475 WEST 12 MILE ROAD
MAY, OHIO

REVISIONS

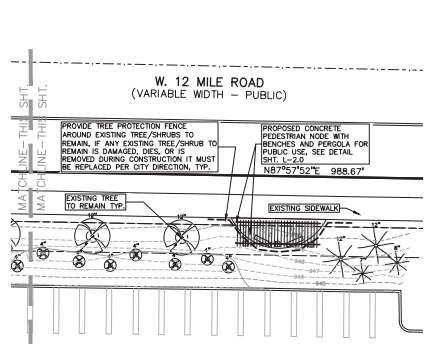
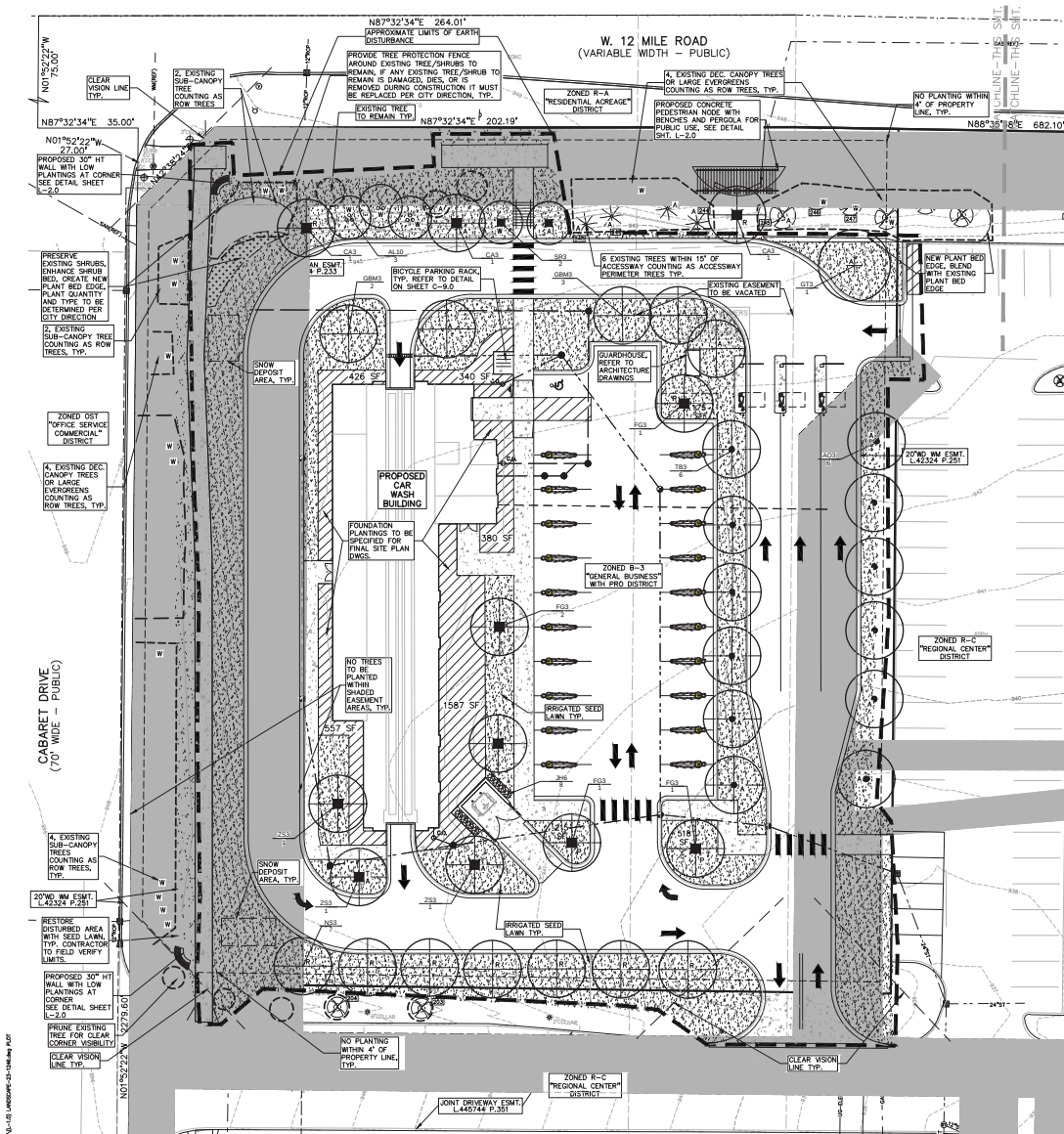
ORIGINAL ISSUE DATE:
FEBRUARY 9, 2024
DRAWING TITLE
ADS DETAILS

PEA JOB NO. 2023-1246
P.M. JPS
D.N. KM
DES. JPS

DRAWING NUMBER:

NOT FOR CONSTRUCTION **C-9.2**





KEY:

- PROPOSED DECIDUOUS TREE
- IRRIGATED FOUNDATION PLANTINGS PLANTINGS TO BE SPECIFIED FOR FINAL SITE PLAN
- IRRIGATED SEED LAWN
- RESTORED LAWN
- INDICATES EASEMENT AREA
- EXISTING TREE/TAG TO REMAIN WITH TREE PROTECTION FENCE

LETTER KEY

- W = 8.0" W. TREE
- F = INTERIOR PARKING LOT TREE
- P = PARKING LOT PERIMETER TREE
- A = ACCESSWAY TREE
- R = REPLACEMENT TREE

SEE L-1.1 FOR LANDSCAPE CALCULATIONS
SEE L-2.0 FOR LANDSCAPE DETAILS
SEE L-1.0 FOR TREE PRESERVATION PLAN
IRRIGATION PLAN BY OTHERS

IRRIGATION NOTES PER CITY OF NOVI: IRRIGATION PLAN BY OTHERS

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.
- A plumbing permit is required.
- The assembly must be tested after installation with results recorded on the City of Novi test report form.

NOTE: SITE SOIL INFORMATION IS LOCATED ON SHEET C-3.0
NO PARQUETS OR JAPANESE KNOTTED ARE PRESENT ON SITE.

PLANT SCHEDULE L-1.0

CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
DECIDUOUS TREES						
A03	6	ACER RUBRUM / RED MAPLE	3" CAL.	BAB	PER PLAN	NATIVE
C43	3	CAMPYLOS CAROLINIANA / AMERICAN HORNBEAM	3" CAL.	BAB	PER PLAN	NATIVE
FG3	5	FAGUS GRANDIFOLIA / AMERICAN BEECH	3" CAL.	BAB	PER PLAN	NATIVE
GR43	5	GRAPIS BLOCHA NAGYFAR / TAMAR INDIA MAHARAJA TREE	3" CAL.	BAB	PER PLAN	NATIVE
GT3	1	GLEDETIA TRIACANTHOS NERIMS / SKYLARK HONEY LOCUST	3" CAL.	BAB	PER PLAN	NATIVE
NS3	7	NYSSA SYLVATICA / TURPELO	3" CAL.	BAB	PER PLAN	NATIVE
TR3	4	TILIA AMERICANA BOULEVARD / BOULEVARD AMERICAN LINDEN	3" CAL.	BAB	PER PLAN	NATIVE
Z33	3	ZELKOVA SERRATA / GREEN VASE / GREEN VASE JAPANESE ZELKOVA	3" CAL.	BAB	PER PLAN	NATIVE
ORNAMENTAL TREES						
AL3	3	AMELEX/CHER LAEVIS / ALLEGHENY SERVICEBERRY	10" HT.	BAB	PER PLAN	NATIVE
SR3	2	SYNGRA REICULATA / WYPI SLK / WYPI SLK JAPANESE TREE LLAC	3" CAL.	BAB	PER PLAN	NATIVE
SHRUBS						
JH6	8	JUNIPERUS CHINENSIS / YETZI COLUMNARIS / YETZI COLUMN JUNIPER	6" HT.	BAB	30°C.	
PRELIMINARY LANDSCAPE COST OPINION						
DOES NOT INCLUDE SHRUBS, PERENNIALS, AND PLANTINGS. THIS WILL BE PROVIDED FOR FINAL SITE PLAN. THIS DOES NOT INCLUDE ENHANCED SITE AMENITY ITEMS.						

LANDSCAPE

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	ACER RUBRUM / RED MAPLE	6	EA	\$150.00	\$900.00
2	CAMPYLOS CAROLINIANA / AMERICAN HORNBEAM	3	EA	\$100.00	\$300.00
3	FAGUS GRANDIFOLIA / AMERICAN BEECH	5	EA	\$120.00	\$600.00
4	GRAPIS BLOCHA NAGYFAR / TAMAR INDIA MAHARAJA TREE	5	EA	\$150.00	\$750.00
5	GLEDETIA TRIACANTHOS NERIMS / SKYLARK HONEY LOCUST	1	EA	\$200.00	\$200.00
6	NYSSA SYLVATICA / TURPELO	7	EA	\$100.00	\$700.00
7	TILIA AMERICANA BOULEVARD / BOULEVARD AMERICAN LINDEN	4	EA	\$120.00	\$480.00
8	ZELKOVA SERRATA / GREEN VASE / GREEN VASE JAPANESE ZELKOVA	3	EA	\$150.00	\$450.00
9	AMELEX/CHER LAEVIS / ALLEGHENY SERVICEBERRY	3	EA	\$50.00	\$150.00
10	SYNGRA REICULATA / WYPI SLK / WYPI SLK JAPANESE TREE LLAC	2	EA	\$75.00	\$150.00
11	JUNIPERUS CHINENSIS / YETZI COLUMNARIS / YETZI COLUMN JUNIPER	8	EA	\$37.50	\$300.00
12	IRRIGATED SEED LAWN	1	EA	\$100.00	\$100.00
13	IRRIGATED FOUNDATION PLANTINGS	1	EA	\$100.00	\$100.00
14	RESTORED LAWN	1	EA	\$100.00	\$100.00
15	INDICATES EASEMENT AREA	1	EA	\$100.00	\$100.00
16	EXISTING TREE/TAG TO REMAIN WITH TREE PROTECTION FENCE	1	EA	\$100.00	\$100.00

ADDITIONAL NOTES PER CITY OF NOVI:

PLANT MATERIAL SHALL NOT BE PLANTED WITHIN 4' OF PROPERTY LINE.

NO TREES SHALL BE PLANTED CLOSER THAN 15' FROM OVERHEAD UTILITY, 10' FROM FIRE HYDRANT, CATCH BASIN OR MANHOLE, 5' FROM UNDERGROUND UTILITIES AND 3' FROM BACK OF CURB.

NO TREE TO BE LOCATED IN FRONT OF ANY SIGN OR BLOCK BUILDING ADDRESS. FIELD ADJUST TREES AS NECESSARY.

ALL TRANSFORMER AND UTILITY BOXES TO BE SCREENED PER NOV CITY DETAIL AND IN THE CASE ADDITIONAL BOXES ARE ADDED TO THE SITE AFTER PLAN APPROVAL.

REPLACEMENT TREES, IF REQUIRED, SHALL BE FROM CITY OF NOVI'S WOODLAND REPLACEMENT CHART FOR ACCEPTABLE NATIVE REPLACEMENT SPECIES.

CITY OF NOVI LANDSCAPE NOTES:

- ALL PLANT MATERIALS ARE TO BE INSTALLED IN A SOUND, WORKMAN-LIKE MANNER AND IN ACCORDANCE WITH THE CURRENT CITY OF NOVI PLANTING REQUIREMENTS.
- ALL PLANT MATERIALS SHALL BE INSTALLED BETWEEN MARCH 1ST AND NOVEMBER 1ST.
- ALL PLANT MATERIALS ARE TO BE NORTHERN NURSERY GROWN NO. 1 GRADE AND INSTALLED ACCORDING TO ACCEPTED PLANTING PROCEDURES. ALL PLANT MATERIALS SHALL CONFORM TO THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN (AAN) STANDARDS FOR NURSERY STOCK. THEY SHALL BE PLANTED ACCORDING TO THE CITY OF NOVI PLANTING DETAILS AND SPECIFICATIONS. THE CITY SHALL HAVE THE RIGHT TO INSPECT THE PLANT MATERIALS PRIOR TO PLANTING AND TO REJECT ANY PLANT MATERIALS DEEMED NOT TO MEET THE STANDARDS OF THE CITY OF NOVI ZONING ORDINANCE OR LANDSCAPE DESIGN MANUAL.
- ALL TREES SHALL HAVE A CENTRAL LEADER AND A RADIAL BRANCHING STRUCTURE. PAIR GRADE TREES ARE NOT ACCEPTABLE. ALL TREES SHALL BE BAILED AND BURLAPPED (BB).
- ANY DECIDUOUS CANOPY TREES WITH BRANCHES THAT MIGHT TEND TO DEVELOP INTO "Y" CROTCHES SHALL BE SUBORDINATED SO AS NOT TO BECOME DOMINANT BRANCHES.
- MATERIAL SHALL BE NATURAL COLOR, FINELY CHISELED HARDWOOD BARK FOR ALL PLANTINGS. 3" THICK FOR TREES IN A 4-FOOT DIAMETER CIRCLE WITH 2" RADIUS AWAY FROM TRUNK, 3" THICK FOR SHRUBS AND SHRUB BEDS, AND 2" THICK FOR PERENNIALS AND PERENNIAL BEDS. ALSO PULL AWAY ROOT BALL DIRT FROM TRUNK AND ROOT FLEECE.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR TWO (2) FULL YEARS AFTER DATE OF ACCEPTANCE BY THE CITY OF NOVI. ALL UNHEALTHY AND DEAD MATERIAL SHALL BE REPLACED WITHIN THREE (3) MONTHS OR THE NEXT APPROPRIATE PLANTING PERIOD.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION, INCLUDING WATERING, CULTIVATION, WEED CONTROL AND SOIL ENRICHMENTS AS MAY BE NECESSARY.
- ANY SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED IN WRITING BY THE CITY OF NOVI PRIOR TO INSTALLATION.
- ALL LANDSCAPE AREAS ARE TO BE MAINTAINED IN A HEALTHY GROWING CONDITION FREE OF DEBRIS AND REFUSE AND IN CONFORMANCE WITH THE APPROVED LANDSCAPE PLAN.
- CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS AND EXCESS MATERIAL FROM THE SITE PRIOR TO FINAL ACCEPTANCE.
- PLANT MATERIALS, EXCEPT SOIL, GROUND COVERS AND CREEPING VINE TYPE PLANTINGS, SHALL NOT BE LOCATED WITHIN FOUR (4) FEET OF THE PROPERTY LINE.
- ALL TRANSFORMERS ARE TO BE SCREENED ON THREE SIDES (MINIMUM) IN ACCORDANCE WITH THE CITY OF NOVI ORDINANCE AND SO AS TO NOT INTERFERE WITH DUE RESTRICTIONS (SEE DETAIL SHEET).
- THE OWNER IS RESPONSIBLE FOR REQUEST OF FINAL INSPECTION AND ACCEPTANCE OF THE LANDSCAPE AT THE END OF THE YEAR GUARANTEE PERIOD.
- THE PROVIDER OF THE FINANCIAL GUARANTEE FOR THE LANDSCAPE INSTALLATION SHALL BE FULLY RESPONSIBLE FOR COMPLETION OF THE LANDSCAPE INSTALLATION AND MAINTENANCE PER THE APPROVED LANDSCAPE PLAN AND APPLICABLE CITY ORDINANCES.

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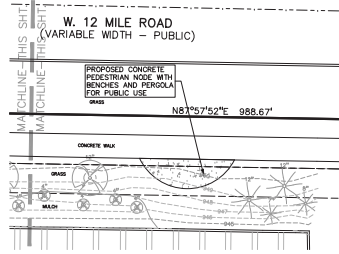
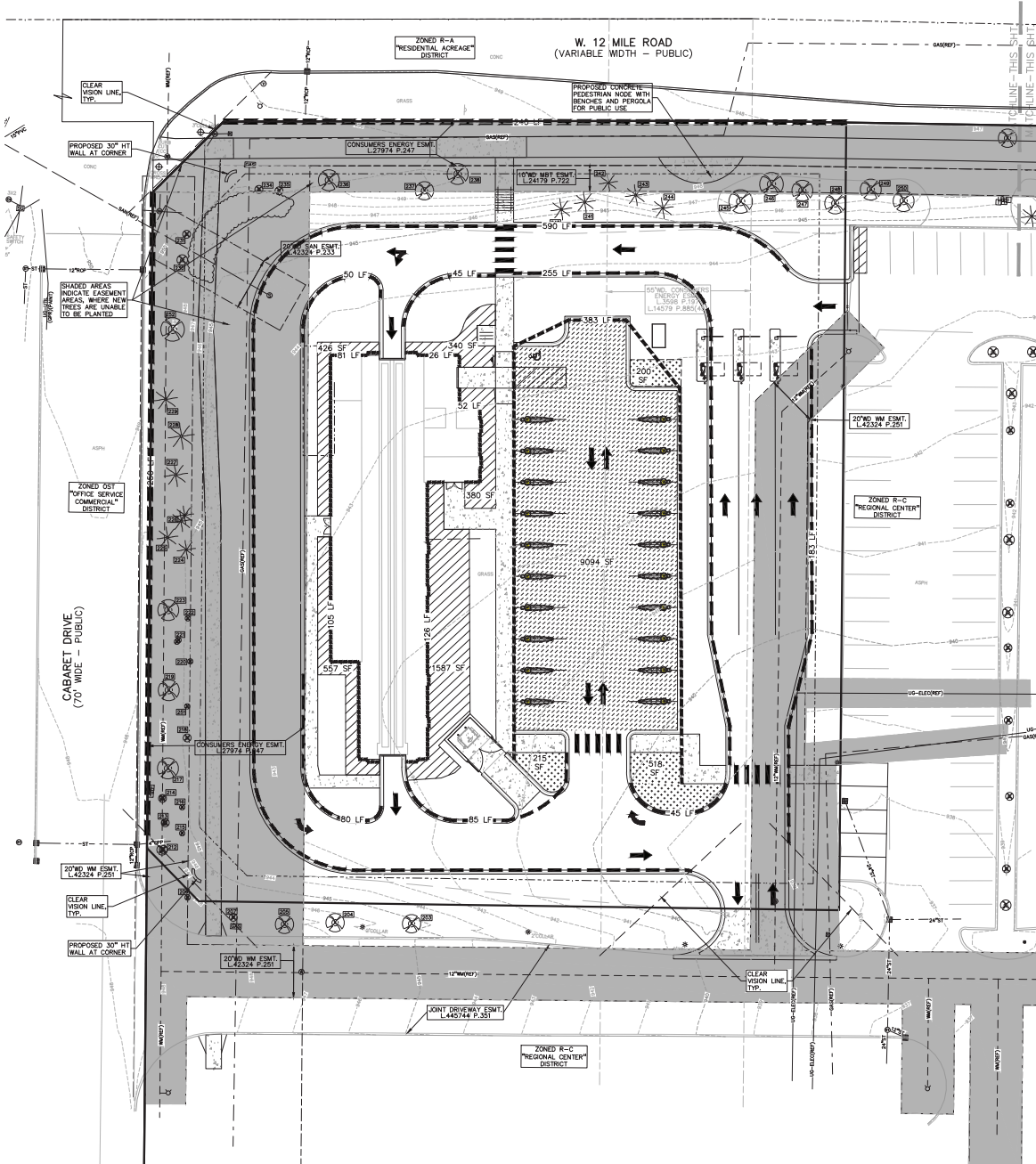
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PROJECT TITLE
JAX KAR WASH
4475 WEST 12 MILE ROAD
NOVI, MICHIGAN

PRELIMINARY LANDSCAPE PLAN

PEA JOB NO. 2023-1246
P.M. JPS
D.N. JLE
DES. JLE
DRAWING NUMBER:
L-1.0

NOT FOR CONSTRUCTION



LANDSCAPE CALCULATION:
PER CITY OF HOV ZONING ORDINANCE - ZONED R-C.
PROPOSED B-3 WITH PROJ. AMENDED LANDSCAPE ORDINANCE EFFECTIVE 2020

ADJACENT TO PUBLIC ROW SEC. 5.5.3.A(2) W = R.O.W. TREE
REQUIRED: 1 DEC. CANOPY OR LARGE EVG. PER 60 LF.
1 DEC. SUB-CANOPY PER 40 LF, WHEN NOT ADJ. TO PARKING
CABARET RD: 250 / 60 = 4 DEC. CANOPY TREE OR LARGE EVG.
50 / 40 = 1 DEC. SUB-CANOPY
W 12 MILE RD: 240 / 60 = 4 DEC. CANOPY TREE OR LARGE EVG.
240 / 40 = 6 DEC. SUB-CANOPY

PROVIDED: CABARET RD: 4 EXISTING DEC. TREES AND 6 EXISTING SUB-CANOPY TREES
W 12 MILE RD: 4 EXISTING DEC. TREES, 4 EXISTING SUB-CANOPY TREES AND 4 PROPOSED SUB-CANOPY TREES
(NOTE: SITE IS LOCATED BELOW THE GRADE AT BOTH ROADS THEREFORE NO BERM IS FEASIBLE PER CITY COMMENT 3/6/2024)

INTERIOR PARKING LOT LANDSCAPE (SEC. 5.5.3.C) P = INTERIOR PARKING LOT TREE
REQUIRED:
A. 5' OF PAVED AREA UNDER 50,000 SF X 7.5%
B. 5' OF ADDITIONAL PAVED AREA OVER 50,000 SF X 1.0%
A+B=C SF OF ISLANDS REQUIRED
C. C/200 CANOPY TREES REQUIRED
9,084 X 7.5% = 682 SF / 200 = 3 TREES

NOTE: ALL PARKING LOT LANDSCAPE ISLANDS SHALL BE A MIN. OF 200 SF, A MIN. OF 10' WIDE AND MIN. 5' BETWEEN CURB AND TREE TRUNK. LANDSCAPE ISLANDS MIN 130 SF IN AREA THAT ARE MIN 10' WIDE AND ADJOIN 70 SF OF GREEN SPACE CAN ALSO COUNT AS PARKING LOT ISLANDS.

PROVIDED: 3 PROPOSED DEC. CANOPY TREES
933 SF OF INTERIOR LANDSCAPE ISLAND AREA

PARKING LOT PERIMETER (SEC. 5.5.3.C) T = PARKING LOT PERIMETER TREE
REQUIRED: 1 TREE PER 35 LF OF PAVED VEHICULAR PERIMETER
383 LF - 28 LF SINCE BLDG IS WITHIN 20' OF VACUUM AREA / 35 = 10 TREES
PROVIDED: 10 PROPOSED TREES

INTERIOR ACCESSWAY (SEC. 5.5.3.C) A = ACCESSWAY TREE
REQUIRED: 1 TREE PER 35 LF OF PAVED VEHICULAR PERIMETER
GREENBELT CANOPY TREES AND PARKING LOT PERIMETER TREES WITHIN 15' OF ACCESS DRIVE MAY DOUBLE COUNT AS ACCESS DRIVE TREES
1,333 / 35 = 38 TREES

PROVIDED: 15 PROPOSED TREES, 4 EXISTING TREES WITHIN 15' OF ACCESSWAY AND 8 PARKING LOT PERIMETER TREES DOUBLE COUNTING AS ACCESS DRIVE TREES.
WATER REQUESTED FOR 4 ACCESSWAY TREES NOT ABLE TO MEET REQUIREMENT. SPECIFICALLY ON THE WEST SIDE OF THE SITE SEE LANDSCAPE DEVIATION REQUEST NOTE, BOTTOM OF THIS SHEET

BUILDING FOUNDATIONS (SEC. 5.5.3.2)
REQUIRED: MULTIPLY ENTIRE PERIMETER OF BUILDING (LESS PAVED ACCESS POINT) BY 8
390 X 8 = 3,120 SF
PROVIDED: 3,200 SF OF INTERIOR SITE LANDSCAPING
FOUNDATION PLANTINGS WILL BE DETAILED FOR FINAL SITE PLANS

TREE REPLACEMENT (SEC. 37-8) R = REPLACEMENT TREE

NOTE: 7 TREES TO BE REPLACED, THAT ARE 6" OR UNDER, THAT WERE PREVIOUS LANDSCAPED TREES. REPLACE AT A 1:1 RATIO.
TOTAL: 2 TREES(6" TO 11") + 7 TREES(6" UNDER) = 9 REPLACEMENT TREES REQUIRED
PROVIDED: 9 REPLACEMENT TREES

NOTE: NO WOODLAND TREE REPLACEMENTS ARE REQUIRED, PER CITY COMMENT, DATED 3/9/2024.
IF ANY TREE / SHRUB TO REMAIN IS DAMAGED, DIES OR IS REMOVED DURING CONSTRUCTION, IT MUST BE REPLACED PER CITY DIRECTION

FOR R/O REQUIREMENT:
PRESERVATION OF EXISTING MATURE R.O.W. TREES ALONG 12 MILE ROAD AND CABARET DRIVE AND EXCEED THE REQUIREMENT WITH 13 EXISTING TREES AT CABARET DRIVE, 2 EXISTING TREES AT 12 MILE RD. NO 4" OR UNDER TREES AT THE SOUTH DRIVE.
NOTE: SITE GRADE IS DEPRESSED FROM CABARET AND 12 MILE RD CREATING A NATURAL BUFFER
NOTE: ADDITIONAL PLANTINGS PROPOSED AT THE NW CORNER OF THE SITE TO ENHANCE EXISTING LANDSCAPE.
TWO CONCRETE PEDESTRIAN NODE AREAS WITH BENCHES AND PERGOLA PROPOSED ALONG 12 MILE ROAD FOR PUBLIC USE.
PROPOSED 30' HT CURVED DISBURGE WALL WITH LOW PLANTINGS AT NW AND SW CORNER OF THE SITE ADJACENT TO CABARET DRIVE.

LANDSCAPE DEVIATION REQUEST:

FOR PARKING LOT LANDSCAPE, SECTION 5.5.3.C
THE DEFICIENCY IN THE 9 ACCESSWAY TREES UNABLE TO PROVIDE IN THE PROPOSED LANDSCAPE PLAN ARE RELATED TO THE FACT THAT THE SITE IS ENCUMBERED WITH EXISTING UTILITY EASEMENTS, WHICH DO NOT PERMIT THE PLANTING OF LANDSCAPE IN THESE EASEMENT AREAS, SPECIFICALLY ON THE WEST SIDE.

WATERMAIN EASEMENT L-42324 P. 251
CONSUMERS EASEMENT L-27974 P. 247
SANITARY EASEMENT L-42324 P. 233
MET EASEMENT L-24734 P. 122
DTE EASEMENTS L-22831 P. 845

NOTE: A COST ESTIMATE WILL BE PROVIDED INCLUDING FOUNDATION PLANTINGS FOR FINAL SITE PLANS. SEE SHEET L-1.0 FOR PRELIMINARY COST ESTIMATE.



CAUTION!
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CLIENT
CUNNINGHAM LIMP COMPANY
20760 CABOT DRIVE, SUITE 100
HOVA MI

PROJECT TITLE
JAX KAR WASH
4445 WEST 12 MILE ROAD
HOVA MI

REVISIONS

NO.	DESCRIPTION

ORIGINAL ISSUE DATE:
FEBRUARY 9, 2024

DRAWING TITLE
LANDSCAPE CALCULATIONS

PEA JOB NO. 2023-1246
P.M. JPS
D.N. JLE
D.S. JLE

DRAWING NUMBER:
L-1.1

NOT FOR CONSTRUCTION



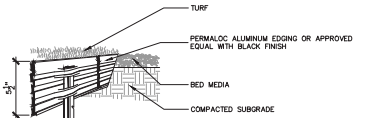
BENCH SHOWN: BY LANDSCAPE FORMS 72" SCARBOROUGH BENCH, COLOR BLACK POWDER COAT OR APPROVED EQUAL.
QUANTITY: 2
SEE PLAN FOR LOCATION

11 BENCH IMAGE
NOT TO SCALE



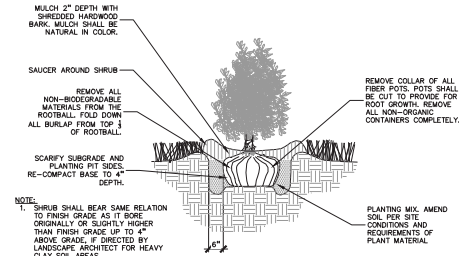
PERGOLA SHOWN: BY POLIGON, MIL-9X28, COLOR BLACK, OR APPROVED EQUAL.
QUANTITY: 1
SEE PLAN FOR LOCATION

9 METAL PERGOLA IMAGE
NOT TO SCALE



SPECIFICATIONS FOR LANDSCAPE BED EDGING:
LANDSCAPE BED EDGING SHALL BE ALUMINUM AS MANUFACTURED BY PERMALOC 1800-365-8660
8" OR 16" SECTIONS SHALL BE USED WITH ONE STAKE PER 36" OF EDGING
EDGING SHALL BE 8" THICK X 4" DEPTH WHEN ADJ. TO MULCH AND 8" THICK X 5 1/2" DEPTH WHEN ADJ. TO ROCK, FINISH: BLACK DURAFLX MEETING AAMA 2603
STAKE SHALL SECURELY ENGAGE EDGING AND SHALL BE ENTIRELY BELOW TOP SURFACE OF EDGING
EDGING SHALL HAVE A MINIMUM OF 2" OF INTERLOCKING OVERLAP BETWEEN SECTIONS
INSTALL AS PER MANUFACTURER'S SPECIFICATIONS WITH TOP OF EDGING 8"-10" ABOVE COMPACTED FINISH GRADE. FINISH GRADE TO BE COMPACTED ON BOTH SIDES OF EDGING TO MAINTAIN STABILITY

6 ALUMINUM EDGE DETAIL
SCALE: 1/2" = 1'-0"

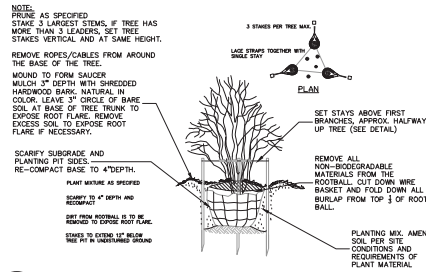


NOTE:
1. SHRUB SHALL BEAR SAME RELATION TO FINISH GRADE AS IT BORE ORIGINALLY OR SLIGHTLY HIGHER THAN FINISH GRADE UP TO 4" ABOVE GRADE, IF DIRECTED BY LANDSCAPE ARCHITECT FOR HEAVY CLAY SOIL AREAS.
2. PRUNE ONLY DEAD OR BROKEN BRANCHES.
3. REMOVE ALL TAGS, STRING, PLASTIC AND OTHER MATERIALS THAT ARE UNSIGHTLY AND COULD CAUSE GROWING.

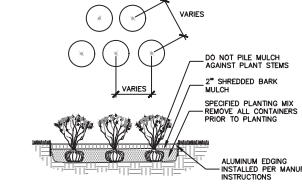
3 SHRUB PLANTING DETAIL
SCALE: 1" = 2'-0"



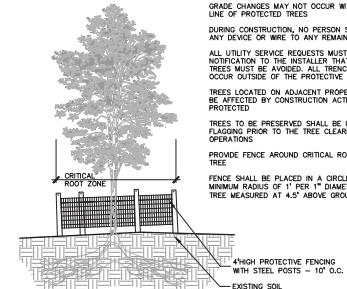
WALL SIGNAGE



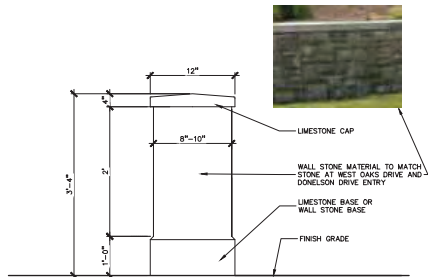
8 MULTI-STEM TREE PLANTING DETAIL
SCALE: 1" = 2'-0"



5 PERENNIAL PLANTING DETAIL
SCALE: 1" = 2'-0"

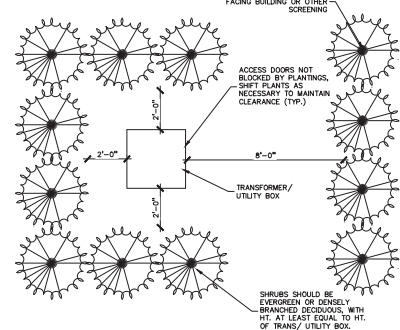


2 TREE PROTECTION DETAIL
SCALE: 1" = 3'-0"

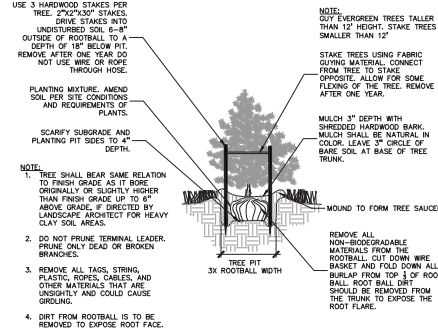


SEE PLAN FOR EXACT LOCATIONS OF 2 CURVED WALLS:
1 AT THE NE CORNER OF 12 MILE ROAD AND CABARET DR. AND
1 AT THE SE CORNER OF 12 MILE ROAD AND SOUTH ENTRY DRIVE TO SITE

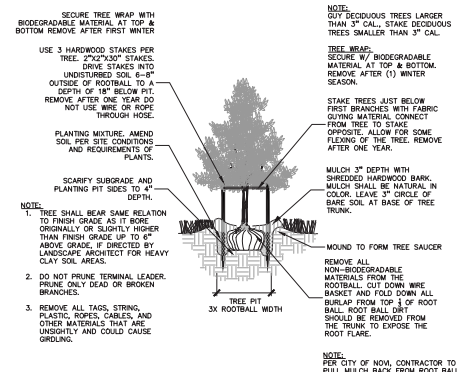
10 WALL IMAGE AND SECTION
NOT TO SCALE



7 TRANSFORMER SCREENING DETAIL
SCALE: 1" = 3'-0"



4 EVERGREEN TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



1 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



CAUTION!
UNDERGROUND UTILITIES MAY BE PRESENT. CALL 811 BEFORE ANY EXCAVATION OR DRILLING. FAILURE TO CALL 811 MAY RESULT IN FINE, INJURY, OR DEATH.



CLIENT
CUNNINGHAM LIMP COMPANY
2010 CABOT DRIVE, SUITE 100
MILWAUKEE, WI

PROJECT TITLE
JAX KAR WASH
1414 WEST 12 MILE ROAD
MILWAUKEE, WI

REVISIONS	

ORIGINAL ISSUE DATE:
FEBRUARY 9, 2024

DRAWING TITLE
LANDSCAPE DETAILS

PEA JOB NO.	2023-1246
P.M.	JPS
D.N.	CAL
DES.	JLE

DRAWING NUMBER:

L-2.0

NOT FOR CONSTRUCTION

CODE COMPLIANCE**APPLICABLE CODE REQUIREMENTS:**

THIS BUILDING HAS BEEN DESIGNED IN ACCORDANCE WITH THE FOLLOWING:

- 2015 MICHIGAN BUILDING CODE (MBC)
- 2018 MICHIGAN PLUMBING CODE (MPC)
- 2015 MICHIGAN MECHANICAL CODE (MMC)
- 2017 NATIONAL ELECTRIC CODE WITH PART 8 AMENDMENTS (NEC)
- PART 10 MICHIGAN UNIFORM ENERGY CODE PART 10A RULES (ANSI/ASHRAE 90.1-CODE 2015)
- MICHIGAN BARRIER FREE DESIGN LAW (PA 1 OF 1966 AS AMENDED)
- INCORPORATING THE 2012 MICHIGAN BUILDING CODE WITH ICC/ANSI A-117.1, 2009
- NFPA 13-2013 FIRE SPRINKLER SYSTEM
- NFPA 72-2013 FIRE ALARM SYSTEM

OCCUPANCY CLASSIFICATION:

- USE GROUP 'B' (BUSINESS) - CAR WASH MBC 504.1
- USE GROUP 'S-1' (STORAGE) NON-SEPARATED MIXED USES - MOST RESTRICTIVE 'S-1' USE SHALL BE APPLIED TO ENTIRE BUILDING (MBC 508.3.1)

CONSTRUCTION CLASSIFICATION:

- TYPE VB (MBC 602.5)

FIRE SUPPRESSION REQUIREMENTS:

- BUILDING IS NOT PROTECTED BY A FIRE SUPPRESSION AUTOMATIC FIRE SPRINKLER SYSTEM (MBC 602.2)
- PROPOSED BUILDING DOES NOT HAVE ANY HIGH PILE STORAGE
- PROPOSED BUILDING DOES NOT HAVE ANY REQUIREMENTS FOR STANDPIPES
- PROPOSED BUILDING WILL NOT HAVE A GENERATOR

BUILDING AREA:

- TOTAL BUILDING AREA= 6,308 S.F. (GROSS)

ALLOWABLE AREA:

- TYPE V B, MBC 508.2
- PROPOSED BUILDING IS 6,308 S.F. ≤ 9,000 S.F. - ACCEPTABLE

ALLOWABLE BUILDING HEIGHT:

- PER 'B', TYPE V B, 40 FEET, 3 STORIES (MBC TABLE 504.3, 504.4)
- PROPOSED BUILDING 21'-10", ONE STORY - ACCEPTABLE

BUILDING OCCUPANCY:

- PER MBC TABLE 1004.1.2

TOTAL BUILDING AREA 6,308 S.F. MINUS 599 S.F. PERIMETER WALL THICKNESS = 5,709 S.F.

8' USE BUSINESS	756 S.F. / 100 S.F. PER OCC.	=	8 OCCUPANTS
STORAGE/ MECH. SPACE	4,850 S.F. / 300 S.F. PER OCC.	=	17 OCCUPANTS
TOTAL BUILDING OCCUPANTS			= 25 OCCUPANTS

MINIMUM NUMBER OF EXITS:

- MBC TABLE 1006.3.1

25 OCCUPANTS = 2 EXITS REQUIRED | 5 EXITS PROVIDED

EXIT WIDTH REQUIREMENTS:

- DOORS (MBC 1005.3.2)

25 OCCUPANTS X 0.2' PER OCCUPANT = 5.0' TOTAL DOOR WIDTH REQUIRED

AT 33" CLEAR WIDTH PROVIDED PER 36" DOOR, A MINIMUM OF 2 EXIT DOORS ARE REQUIRED

5 EXIT DOORS ARE PROVIDED

EXIT DISTANCE LIMITATIONS:

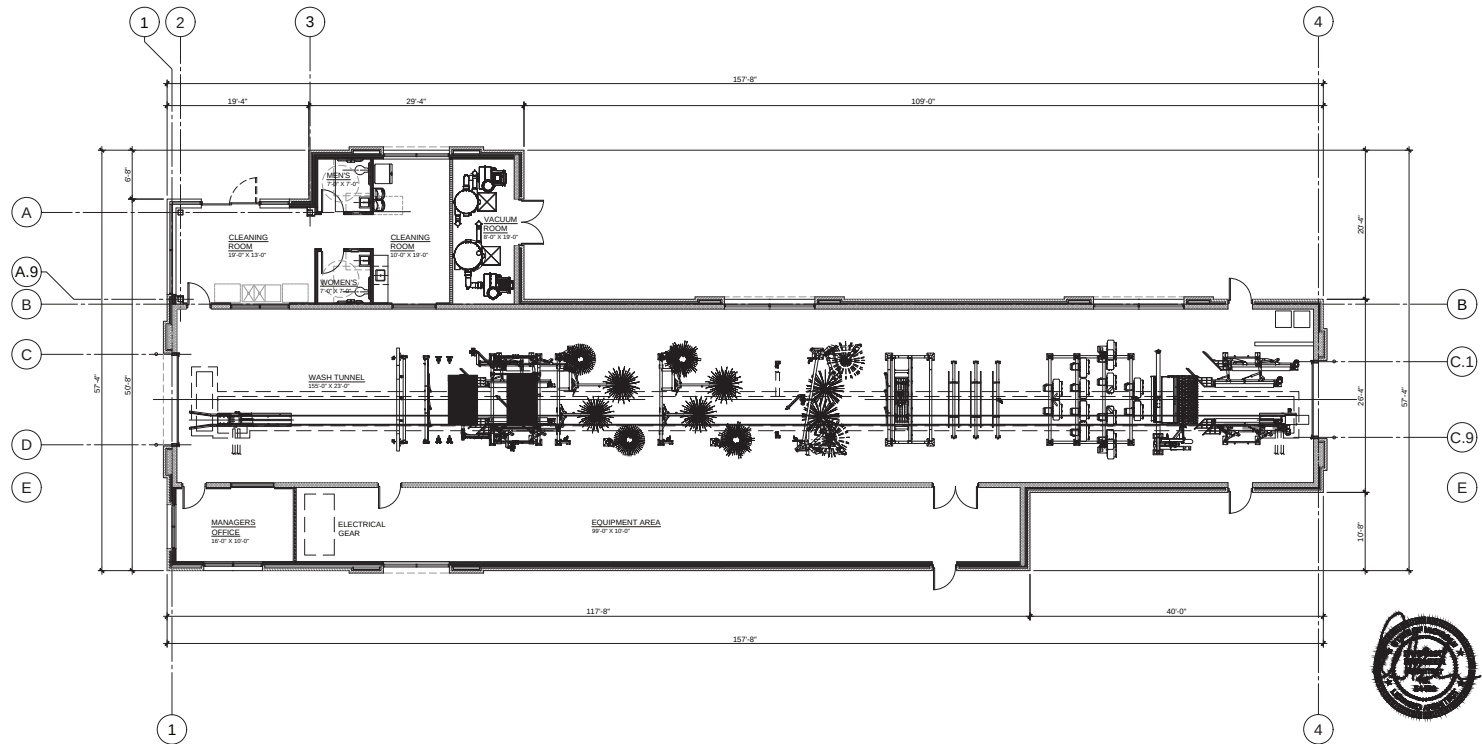
- 200' MAX ALLOWED (MBC TABLE 1017.2)

- ALL OCCUPANTS ARE WITHIN 200 FEET OF AN EXIT
- REQUIRED EXIT DOOR SEPARATION IS GREATER THAN $\frac{1}{2}$ OF THE LENGTH OF MAXIMUM OVERALL DIAGONAL DIMENSION OF THE AREAS SERVED (MBC 1007.1.1 EXCEPTION 2)

FIRE RESISTANCE RATINGS OF BUILDING ELEMENTS:

- TYPE 'B' CONSTRUCTION

STRUCTURAL FRAME	0 HR. (MBC TABLE 601)
BEARING WALLS - EXTERIOR	0 HR. (MBC TABLE 601)
BEARING WALLS - INTERIOR	0 HR. (MBC TABLE 601)
NON-BEARING WALLS - EXTERIOR	0 HR. (MBC TABLE 601)
NON-BEARING WALLS - INTERIOR	0 HR. (MBC TABLE 601)
FLOOR CONSTRUCTION	0 HR. (MBC TABLE 601)
ROOF CONSTRUCTION	0 HR. (MBC TABLE 601)
SHAFTS	N/A
STAIR WELL	N/A
FIRE WALL	N/A



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



1

PROJECT NAME:
JAX CAR WASH
NOVI, MI

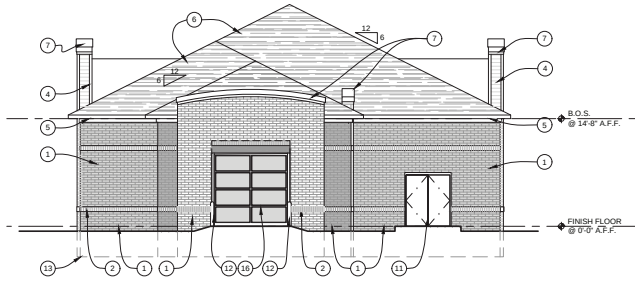
DATE: ISSUED FOR:

DRAWING DATE:
1-17-24

PROJECT NUMBER:
22109

SHEET NUMBER:
PPF-1

SOUTH BUILDING FACADE MATERIAL BREAKDOWN			
TOTAL MATERIAL SQUARE FOOTAGE:		1246.5 S.F.	
(EXCLUDES GLASS AND VISION OPENINGS)			
ROOF AREA:	291.7 S.F.	=	31.4%
FULL DIMENSIONAL BRICK VENEER:	746.1 S.F.	=	59.9%
PAINTED CEMENT BOARD SIDING:	108.7 S.F.	=	8.7%

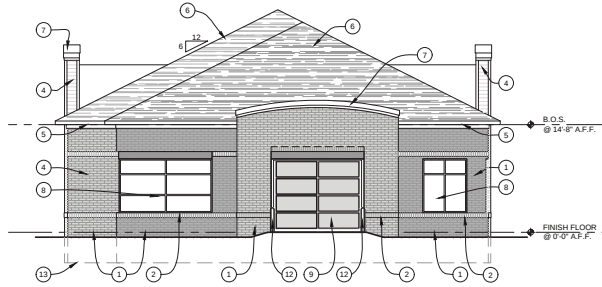


SOUTH ELEVATION

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

4

NORTH BUILDING FACADE MATERIAL BREAKDOWN			
TOTAL MATERIAL SQUARE FOOTAGE:		1145.5 S.F.	
(EXCLUDES GLASS AND VISION OPENINGS)			
ROOF AREA:	407.5 S.F.	=	35.6%
FULL DIMENSIONAL BRICK VENEER:	640.4 S.F.	=	55.9%
PAINTED CEMENT BOARD SIDING:	97.6 S.F.	=	8.5%



NORTH ELEVATION

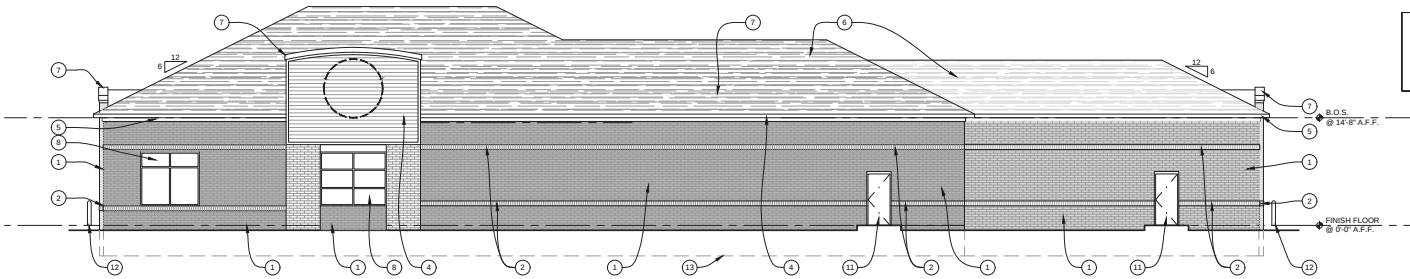
SCALE: 1/8" = 1'-0"

3

EXTERIOR MATERIAL SCHEDULE

1	FULL DIMENSIONAL BRICK VENEER (FIELD COLOR)
2	RECESSED BRICK SOLDIER COURSE (ACCENT COLOR)
3	FULL DIMENSIONAL VENEER (ACCENT COLOR)
4	HORIZONTAL LAP SIDING W/ TRIM
5	1X6 FASCIA BOARD OVER 1X TRIM BOARD
6	ASPHALT SHINGLES
7	PRE-FINISHED METAL COPING
8	1" TINTED LOW 'E' INSUL. GLAZING IN CLEAR ANOD. ALUM. THERMAL BREAK FRAMES
9	12W x 10H GLASS SECTIONAL INSULATED OVERHEAD GRADE DOOR w/ MOTOR OPERATED OPENER & INSULATED
10	CLEAR ANOD. ALUM. ENTRY DOOR w/ TEMPERED GLASS
11	HOLLOW METAL DOOR & FRAME
12	6" DIA. CONC. FILLED STEEL GUARD POSTS
13	CONCRETE TRENCH FOOTING BELOW
14	DASHED LINE DENOTES PROPOSED SIGNAGE LOCATION
15	1" TINTED INSUL. SPANDREL IN CLEAR ANOD. ALUM. THERMAL BREAK FRAMES
16	12W x 10H GLASS SECTIONAL INSULATED OVERHEAD GRADE DOOR w/ MOTOR OPERATED OPENER & INSULATED
17	PRE-FINISHED ARCHITECTURAL METAL ROOFING. COLOR: SURREY BEIGE OR EQUAL (NEUTRAL COLOR)
18	TYP. VACUUM STATIONS TO BE PAINTED A NEUTRAL COLOR (HOSE / VACUUM ARM / VERTICAL POST)

WEST BUILDING FACADE MATERIAL BREAKDOWN			
TOTAL MATERIAL SQUARE FOOTAGE:		3803.9 S.F.	
(EXCLUDES GLASS AND VISION OPENINGS)			
ROOF AREA:	1303.8 S.F.	=	34.3%
FULL DIMENSIONAL BRICK VENEER:	2116.8 S.F.	=	55.6%
PAINTED CEMENT BOARD SIDING:	383.2 S.F.	=	10.1%

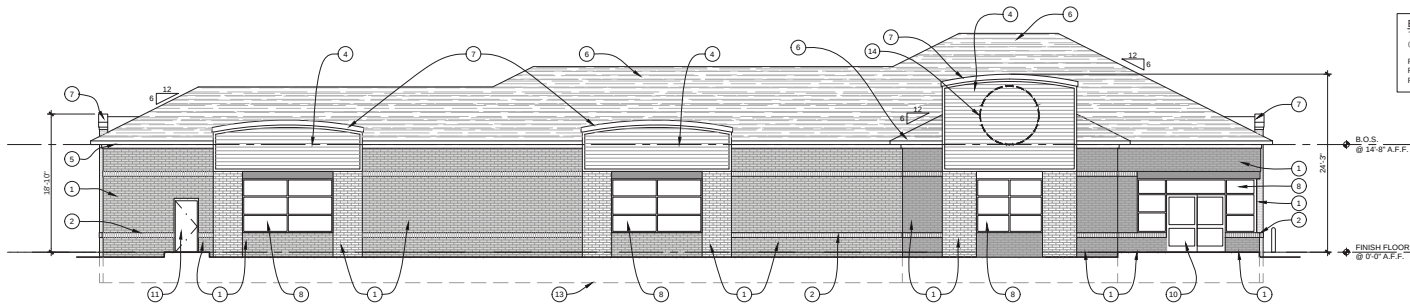


WEST ELEVATION

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

2

EAST BUILDING FACADE MATERIAL BREAKDOWN			
TOTAL MATERIAL SQUARE FOOTAGE:		3508.6 S.F.	
(EXCLUDES GLASS AND VISION OPENINGS)			
ROOF AREA:	1162.8 S.F.	=	33.1%
FULL DIMENSIONAL BRICK VENEER:	1799.3 S.F.	=	49.6%
PAINTED CEMENT BOARD SIDING:	606.5 S.F.	=	17.3%



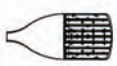
EAST ELEVATION

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

1



D-Series Size 1 LED Area Luminaire



Specifications

Efficacy: 100 lm/W
 Length: 14.25" (361 mm)
 Width: 5.25" (133 mm)
 Height (H): 1.5" (38 mm)
 Height (H2): 1.5" (38 mm)
 Weight: 3.5 lbs (1.6 kg)

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series offers outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information EXAMPLE: DD1 LED P7 40K 70CR T3M MVOLT SPA NTAHQ PHIN D000D

Item	Qty	Part Number	Description	Notes	Notes	Notes
DD1 LED	1	DD1 LED	LED Area Luminaire	14.25" (361 mm) x 5.25" (133 mm) x 1.5" (38 mm)	100 lm/W	100,000 hrs
P7	1	P7	7' Pole	7' Pole	7' Pole	7' Pole
40K	1	40K	40,000K Color Temperature	40,000K Color Temperature	40,000K Color Temperature	40,000K Color Temperature
70CR	1	70CR	70 CRI Color Rendering Index	70 CRI Color Rendering Index	70 CRI Color Rendering Index	70 CRI Color Rendering Index
T3M	1	T3M	T3 Mounting Bracket	T3 Mounting Bracket	T3 Mounting Bracket	T3 Mounting Bracket
MVOLT	1	MVOLT	Medium Voltage	Medium Voltage	Medium Voltage	Medium Voltage
SPA	1	SPA	Standard Pole Arm	Standard Pole Arm	Standard Pole Arm	Standard Pole Arm
NTAHQ	1	NTAHQ	North Arrow	North Arrow	North Arrow	North Arrow
PHIN	1	PHIN	Pin	Pin	Pin	Pin
D000D	1	D000D	Default Options	Default Options	Default Options	Default Options

Item	Qty	Part Number	Description	Notes	Notes	Notes
DD1 LED	1	DD1 LED	LED Area Luminaire	14.25" (361 mm) x 5.25" (133 mm) x 1.5" (38 mm)	100 lm/W	100,000 hrs
P7	1	P7	7' Pole	7' Pole	7' Pole	7' Pole
40K	1	40K	40,000K Color Temperature	40,000K Color Temperature	40,000K Color Temperature	40,000K Color Temperature
70CR	1	70CR	70 CRI Color Rendering Index	70 CRI Color Rendering Index	70 CRI Color Rendering Index	70 CRI Color Rendering Index
T3M	1	T3M	T3 Mounting Bracket	T3 Mounting Bracket	T3 Mounting Bracket	T3 Mounting Bracket
MVOLT	1	MVOLT	Medium Voltage	Medium Voltage	Medium Voltage	Medium Voltage
SPA	1	SPA	Standard Pole Arm	Standard Pole Arm	Standard Pole Arm	Standard Pole Arm
NTAHQ	1	NTAHQ	North Arrow	North Arrow	North Arrow	North Arrow
PHIN	1	PHIN	Pin	Pin	Pin	Pin
D000D	1	D000D	Default Options	Default Options	Default Options	Default Options

LITHONIA LIGHTING

One Leland Way • Dayton, Georgia 30523 • Phone 1-800-350-7288 • Fax 706-253-1000

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WDGE2 LED Architectural Wall Scone Precision Refractive Optic



Specifications

Depth (D1): 1" (25 mm)
 Depth (D2): 1" (25 mm)
 Width: 2" (51 mm)
 Height: 11.5" (293 mm)
 Weight: 1.5 lbs (0.7 kg)

Introduction

The WDGE2 LED family is designed to meet specific, very well-defined lighting needs in a variety of applications where light levels are critical. The design features a precision refractive optic that focuses light into a precise beam, providing a true wide illumination. The WDGE2 LED family provides additional energy savings and code compliance.

WDGE2 with industry leading precision refractive optics provides great uniformity, distribution and optical control. When combined with multiple integrated emergency battery backup options, including an 8000 cold temperature option, the WDGE2 becomes the ideal wall-mounted lighting solution for pedestrian scale applications in any environment.

Item	Qty	Part Number	Description	Notes	Notes	Notes
WDGE2 LED	1	WDGE2 LED	LED Architectural Wall Scone	1" (25 mm) x 2" (51 mm) x 11.5" (293 mm)	100 lm/W	100,000 hrs
P7	1	P7	7' Pole	7' Pole	7' Pole	7' Pole
40K	1	40K	40,000K Color Temperature	40,000K Color Temperature	40,000K Color Temperature	40,000K Color Temperature
70CR	1	70CR	70 CRI Color Rendering Index	70 CRI Color Rendering Index	70 CRI Color Rendering Index	70 CRI Color Rendering Index
T3M	1	T3M	T3 Mounting Bracket	T3 Mounting Bracket	T3 Mounting Bracket	T3 Mounting Bracket
MVOLT	1	MVOLT	Medium Voltage	Medium Voltage	Medium Voltage	Medium Voltage
SPA	1	SPA	Standard Pole Arm	Standard Pole Arm	Standard Pole Arm	Standard Pole Arm
NTAHQ	1	NTAHQ	North Arrow	North Arrow	North Arrow	North Arrow
PHIN	1	PHIN	Pin	Pin	Pin	Pin
D000D	1	D000D	Default Options	Default Options	Default Options	Default Options

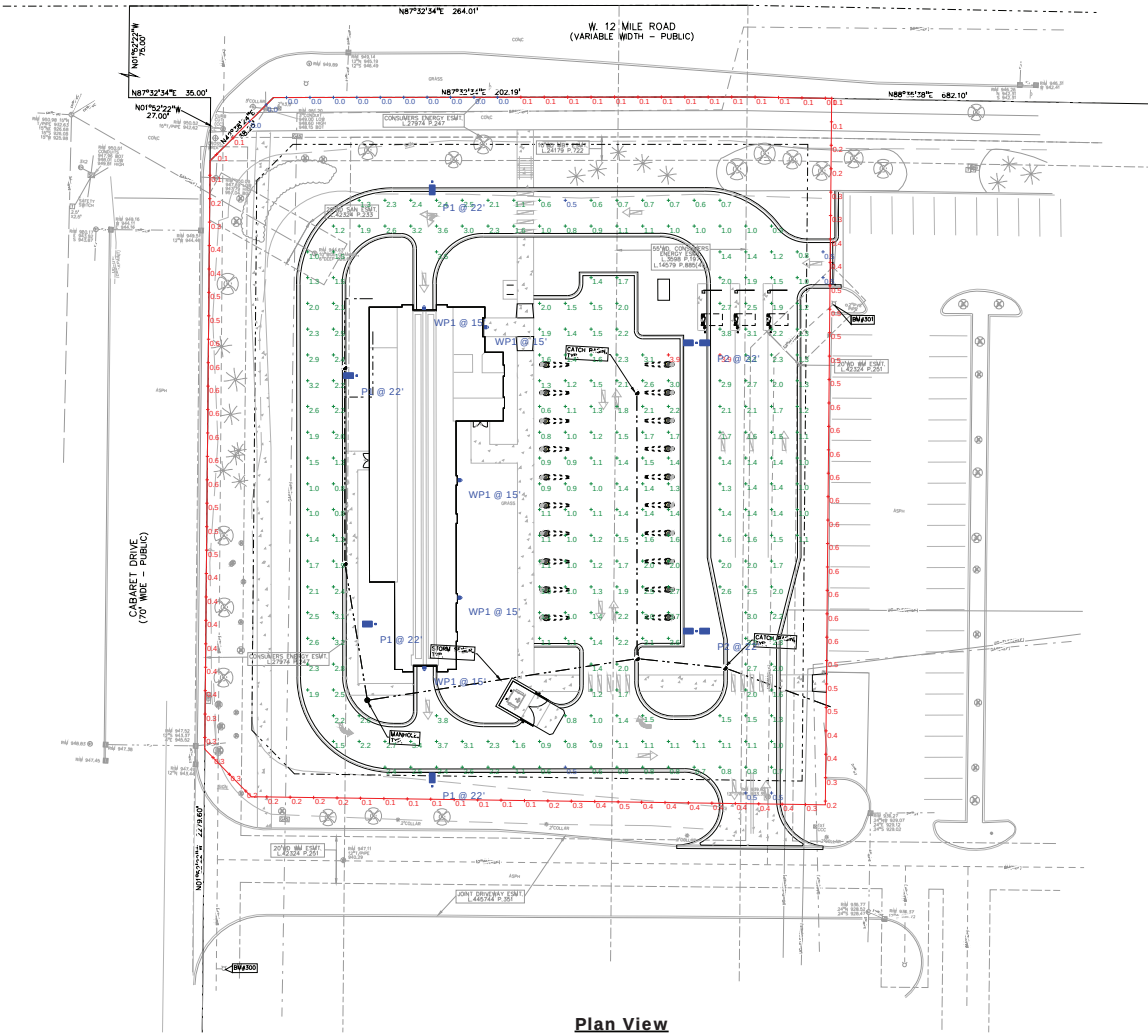
Ordering Information EXAMPLE: WDGE2 LED P3 40K 80CR VF MVOLT 5M D000D

Item	Qty	Part Number	Description	Notes	Notes	Notes
WDGE2 LED	1	WDGE2 LED	LED Architectural Wall Scone	1" (25 mm) x 2" (51 mm) x 11.5" (293 mm)	100 lm/W	100,000 hrs
P3	1	P3	3' Pole	3' Pole	3' Pole	3' Pole
40K	1	40K	40,000K Color Temperature	40,000K Color Temperature	40,000K Color Temperature	40,000K Color Temperature
80CR	1	80CR	80 CRI Color Rendering Index	80 CRI Color Rendering Index	80 CRI Color Rendering Index	80 CRI Color Rendering Index
VF	1	VF	Vandal Resistant	Vandal Resistant	Vandal Resistant	Vandal Resistant
MVOLT	1	MVOLT	Medium Voltage	Medium Voltage	Medium Voltage	Medium Voltage
5M	1	5M	5' Mounting Bracket	5' Mounting Bracket	5' Mounting Bracket	5' Mounting Bracket
D000D	1	D000D	Default Options	Default Options	Default Options	Default Options

LITHONIA LIGHTING

One Leland Way • Dayton, Georgia 30523 • Phone 1-800-350-7288 • Fax 706-253-1000

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Plan View
Scale - 1" = 25'

General Note

- SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
- SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR.
- CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0'.
- HOURS OF OPERATION: TO BE DETERMINED BY OTHERS.
- 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.
- ALL FIXTURES SHALL BE LOCATED, SHIELDED AND AIMED AT THE AREAS TO BE SECURED.
- FIXTURES MOUNTED ON THE BUILDING AND DESIGNED TO ILLUMINATE THE FACADES ARE PREFERRED.
- LIGHTING FOR SECURITY PURPOSES SHALL BE DIRECTED ONLY ONTO THE AREAS TO BE SECURED.

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 ASG@GASSERBUSH.COM OR 734-266-6705.

Ordering Note

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

Drawing Note

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

Statistics									
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max		
PARKING & DRIVE LANES		1.7	1.7	0.5	1.0	3.4	0.5		
PROPERTY LINE	+	0.3	0.3	0.0	0.1	N/A	0.3		

Schedule									
Symbol	Label	QTY	Manufacturer	Ordering Number	Description	Lamp	Number Lamps	Lumens per Lamp	Height
P1	1	1	Lithonia Lighting	DD1 LED P4 40K 80CR ALCA	DD1 LED P4 40K 80CR ALCA	LED	1	1,000	0.3
P2	1	1	Lithonia Lighting	DD1 LED P4 40K 80CR T3M	DD1 LED P4 40K 80CR T3M	LED	1	1,000	0.3
WP1	1	1	Lithonia Lighting	WDGE2 LED P4 40K 80CR 10'10"	WDGE2 LED P4 40K 80CR 10'10"	LED	1	4,000	0.3

RENDERINGS AND FAÇADE MATERIALS



Proposed Exterior Renderings for:



Cunningham-Limp
Building Better Communities

F.A.studio
design to inspire



Proposed Exterior Renderings for:



Cunningham-Limp
Building Better Communities

F.A.studio
design to inspire



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design to inspire



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Building Better Communities

F.A.studio
design to inspire



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Building Better Communities

F.A.studio
design to inspire



Proposed Exterior Renderings for:



Cunningham-Limp
Building Better Communities

F.A.studio
design to inspire

PROJECT NARRATIVE

LAW OFFICES
LANDRY, MAZZEO, DEMBINSKI & STEVENS, P.C.

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Fax: (248) 476-6564

June 25, 2024

VIA HAND DELIVERY AND EMAIL: LBell@cityofnovi.org

Attn: Ms. Lindsay Bell
City of Novi
Planning Department
45175 West 10 Mile Road
Novi, MI 48375-3042

RE: Jax Kar Wash Novi.
JZ 24-02
Application for rezoning with PRO (second step) and approval of Preliminary Site Plan.

Dear Ms. Bell:

Please accept this as a narrative accompanying this application for rezoning with PRO (second step) and also application for approval of Preliminary Site Plan as allowed under zoning ordinance section 7-13.C.i.a.(1).f and section 7-13.E

I have attached hereto as Exhibit A, a PRO checklist. Most of this information was previously included in our initial PRO application.

I have attached as Exhibit B a Site Plan Revision form. There are no changes to the façade of the building. I have also attached a response letter from PEA Group.

I am enclosing a flash drive containing the Revised Preliminary Site Plan. I am enclosing with this letter 4 paper copies in 24" X 36" format. You and I spoke recently and you indicated that it would only be necessary to submit 4 copies. I am also e-mailing to you a copy of this letter and attachments A and B so that along with the enclosed flash drive you have an electronic copy of this entire submission.

The following is a description of the revised Public Benefit aspect of this PRO Application.

REVISED PUBLIC BENEFIT

At the City Council meeting of June 3, 2024 the City Council commented on the initial PRO application. The comments from Council were generally negative regarding our original

proposal of a monetary donation to the Novi Public Library for the remodeling of the Teen Center. Council members indicated their preference for a public benefit tied directly to this property and to Fountain Walk. As we all discussed, this is a challenging piece of property, which is why we are applying for the PRO. The owner of Fountain Walk spoke in person to the Planning Commission and provided a letter to the City Council (as he was out of town on that date) describing the difficulty Fountain Walk has had attempting to develop this parcel. On top of that we all discussed the unique situation of this parcel with its small size, the set back requirements of the RC zoning district and the existing public utility easements which combine to limit the buildable portion of this property as described in the administration's review of our application and as shown below in the diagram showing the set backs and the easements.



The applicant has heard the comments of City Council and accordingly the proposed Public Benefit has changed. It is no longer an monetary donation to the Novi Library. The City Council

expressed a preference for some improvement along 12 Mile Road that would benefit not only this property but also Fountain Walk generally. Accordingly, the Applicant is proposing four separate constructions. The Applicant is proposing to construct two covered seating areas along 12 Mile Road. One on the property and one further east along 12 Mile Road near Donaldson Drive. These would include concrete pads with benches and a covering. There was a comment by a resident inquiring as to whether one of these areas could be a bus stop. The Applicant has no objection to that, however, as you know that would require approval of Oakland County.

The applicant is also proposing two curved brick walls: One at the corner of 12 Mile Road and Cabaret Drive and one on the corner of Cabaret Drive and the entrance to Fountain Walk. Both of these would be on the parcel in question. The Applicant is prepared to include signage on these two walls, in the manner of "Fountain Walk" or "Novi Fountain Walk" or any other general welcoming signage. The applicant is not proposing to include any advertising signage on these walls regarding Jax Kar Wash.

Thus, after listening to the comments of City Council the applicant is proposing three structures on this property itself and one additional structure to the east as part of Fountain Walk near Donaldson Drive. Revised Preliminary Site Plan Landscape sheet L-2.0 includes further explanation and renderings of these structures.

As we discussed with both City Council and the Planning Commission, the "public benefit" provision of the PRO ordinance does not define "public benefit" in specific terms which can be uniformly applied,. Public Benefit is described in relative terms specifically because the Public Benefit required differs with each specific parcel of property. The Public Benefit required may be more or less depending on the particular parcel. The PRO ordinance simply calls for a Public Benefit "that outweighs any material detriments or that could not be otherwise be accomplished without the proposed rezoning". Given the unique aspect of this parcel, with its limited development area under the current zoning, we are proposing a Public Benefit as follows:

- The proposed use would be limited to only one B-3 use, auto wash and if an Auto Wash should ever cease to operate on the property the zoning would revert back to RC.
- the building height is more strict than the 30 feet allowed in a B-3 District.
- The building setbacks exceed the B-3 requirements on all sides.
- While the façade ordinance requires 30% brick on all sides the applicant is proposing 49.6 – 59.9% brick.
- The applicant is proposing two covered seating areas: one on the applicants parcel and one further to the east near Donaldson Drive on Fountain Walk Property.
- The applicant is proposing two curved brick walls with landscaping; one on the south east corner of 12 Mile Rd and Cabaret Drive and one on the northeast corner

of Cabaret Drive and the entrance to Fountain Walk. These decorative walls could, if the City prefers, include welcoming signage to Novi Fountain Walk.

We submit that this Public Benefit satisfies the PRO ordinance as it provides aspects of the proposed development that are more strict than the proposed zoning classification of B-3 and constitutes an overall Public Benefit tied to this parcel and the Fountain Walk development which this parcel is part of.

We would request to be placed on the Planning Commission agenda for August 15 for the second step of PRO Rezoning approval process and simultaneously for Preliminary Site Plan approval.

Below is a Dropbox link with digital copies of this letter and all attachments.

Please contact me if you need anything further.

Thank you for your consideration.

Very truly yours,

LANDRY, MAZZEO, DEMBINSKI & STEVENS, P.C.

/s/ David B. Landry
David B. Landry

DBL

Cc: Barbara McBeth via e-mail
Todd Gesund via e-mail

PLANNING REVIEW



PLAN REVIEW CENTER REPORT

Planning Review

July 17, 2024

JZ24-02 JAX KAR WASH

Zoning Map Amendment No. 18.744

PETITIONER

Jax Kar Wash

REVIEW TYPE

Formal PRO Plan

Rezoning Request from RC Regional Center to B-3 General Business with a Planned Rezoning Overlay

PROPERTY CHARACTERISTICS

Section	15	
Site Location	South of Twelve Mile Road, East of Cabaret Drive;	
Site School District	Novi Community School District	
Current Site Zoning	RC Regional Center	
Proposed Site Zoning	B-3 General Business	
Adjoining Zoning	North	RA Residential Acreage (with Consent Judgment), OS-1 Office Service
	East	RC Regional Center
	West	OST Office Service Technology
	South	RC Regional Center
Current Site Use	Vacant	
Adjoining Uses	North	Townhome development, Bank
	East	Parking lot for Fountain Walk
	West	Credit Union Headquarters
	South	Fountain Walk
Site Size	1.8 acres proposed for rezoning, to be split from larger 64-acre parcel	
Parcel ID's	50-22-15-200-112 (portion)	
Plan Date	February 9, 2024	

PROJECT SUMMARY

The subject property is located on the south side of Twelve Mile Road, west of Novi Road in Section 15 of the City of Novi. The property to be rezoned totals about 1.8 acres, and is part of the larger 64.3-acre Fountain Walk at Twelve Mile Crossing development. The parcel is proposed to be split and rezoned to B-3, General Business, in order to develop a car wash. The enclosed car wash tunnel building would be 6,212 square feet, with 23 exterior vacuum spaces. Site access would be from the existing Fountain Walk access road, so no new curb cuts on Cabaret Drive or Twelve Mile Road are proposed. The applicant is requesting to rezone with a Planned Rezoning Overlay.

PRO OPTION

The PRO option creates a "floating district" with a conceptual plan attached to the rezoning of a parcel. As part of the PRO, the underlying zoning is proposed to be changed (in this case from RC

to B-3), and the applicant submits a detailed conceptual plan for development of the site, along with site-specific conditions relating to the proposed improvements. After Staff and consultant review, the proposed request goes through initial review by the Planning Commission and City Council to review and comment on whether the project meets the requirements of eligibility for a PRO. The applicant can then make any changes to the Concept Plan based on the feedback received, and resubmit for formal review. The Planning Commission holds a public hearing and makes a recommendation to City Council. The City Council reviews the Concept Plan, and if the plan receives tentative approval, it directs the preparation of an agreement between the City and the applicant, which also requires City Council approval. Following final approval of the PRO concept plan and PRO agreement, the applicant will submit for Preliminary and Final Site Plan approval under standard site plan review procedures. If development is not commenced within two years from the effective date of the PRO Agreement it will expire, unless otherwise agreed to by the parties.

RECOMMENDATION

Staff recommends conditional approval if the benefits to the public are determined by the Planning Commission and City Council to be sufficient to offset any negative impacts. Based on the information provided in the submittal, the proposed rezoning to B-3 could be determined to meet the standards of the PRO Ordinance, as the overall benefits to the public would outweigh the detriments. **Staff recommends that the applicant consider further enhancement of the benefits offered to the public as a result of the rezoning. Further discussion is provided on page 10.**

The applicant is requesting approval of the Preliminary Site Plan concurrently with the PRO Plan. Staff does not object if the City Council agrees to allow this, as the plan is in general conformity with the requirements of the Zoning Ordinance and sufficient detail has been provided for a Preliminary Site Plan, with the exception of the proper justification for the landscaping waiver, and the noise impact statement to show compliance with Section 5.14.10. If the applicant provides these items with their response letter and they provide sufficient justification, approval of the Preliminary Site Plan would be supported.

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 as part of their application packet:
 - a. **Narrative:** The statement provided states Rezoning allows for development of a use that complements other uses in Fountain Walk while not competing with any restaurant or retail tenants. The parcel has been vacant for 22 years, and development of the property is a benefit to the public. The applicant is now proposing to provide two covered seating areas along 12 Mile Road, and two decorative walls.
 - b. The statement includes conditions to limit the permitted use of the parcel to an auto wash, limit building height, exceed setbacks, and exceed the façade ordinance standards for brick material.
 - c. **Rezoning Traffic Impact Study:** AECOM's review noted at the time of Pre-application submittal that the proposed project did not meet the threshold to require a RTIS.
 - d. **Sign Location Plan:** A rezoning sign location plan and sign detail was previously provided and approved. The rezoning signs were posted before the first public hearing.
2. Eligibility for PRO (Section 7.13.2): *"In order to be eligible for the proposal and review of a rezoning with PRO, an applicant must propose a rezoning of property to a new zoning district*

classification, and must, as part of such proposal, propose clearly-identified site-specific conditions relating to the proposed improvements that (1) are in material respects, more strict or limiting than the regulations that would apply to the land under the proposed new zoning district, including such regulations or conditions as set forth in Subsection C [of the Ordinance]; and (2) constitute an overall benefit to the public that outweighs any material detriments or that could not otherwise be accomplished without the proposed rezoning.” **The applicant provided a request to rezone to B-3, along with a PRO Plan. The conditions proposed the permitted use of the parcel to an auto wash, limit building height, exceed setbacks, and exceed the façade ordinance standards for brick material. The applicant requests 6 deviations from ordinance standards, which are supported or conditionally supported by staff. The applicant has proposed construction of 4 elements as a benefit to the public, which are discussed on page 10.**

3. Land Division: The applicant proposes to rezone a portion of a larger parcel, and would need approval of a lot split by the Assessing Department. The new lot lines proposed will result in new parking and building setback issues for the Fountain Walk parcel. **The owner of Fountain Walk would need to request those variances from the ZBA in order to get the lot split approved.**
4. Exterior lighting (Section 5.7): **A deviation appears to be required for exceeding the allowable Color Corrected Temperature (CCT) of 3000 Kelvin (4000K proposed). See additional lighting comments in the Plan Review chart.**
5. Dumpster Enclosure (Section 4.19.2.F.): The previous PRO Plan showed the dumpster location within the front yard setback. The dumpster location has been moved so that it is no longer in the front yard, however it is closer than the minimum required 10 feet from the building (about 6 feet proposed). **This will require a deviation, however it is supported by staff since there are no office or living spaces adjacent, only the car wash tunnel.**
6. Minor Revisions and Details: Please be aware there was no revision date on the plans, the bike parking layout is not on sheet 9.0, and neither the Guard House nor the EXP structures appear on the architectural sheets. The 4000K lights on the Photometric sheet have also not been updated. The response letter indicated these items had been addressed. **If approved by Council, these items should be addressed in the site plan that gets included in the PRO Agreement.**
7. Plan Review Chart: **The attached chart provides additional comments on many of the Ordinance review standards. Please refer to it in detail.**
8. Other Reviews:
 - a. **Engineering**: Engineering recommends approval of the PRO Concept Plan, with additional comments to be addressed in the Site Plan process. Negative impacts to public utilities are not expected with the requested change to residential and commercial use.
 - b. **Landscape**: Landscape review notes concerns with insufficient accessway perimeter plantings. **Landscape does not recommend approval at this time.**
 - c. **Traffic**: Traffic review notes that the applicant would need a deviation for lack of a loading zone. **Approval is recommended, with comments to be addressed in future submittals.**
 - d. **Woodlands**: There are no regulated woodland trees on the site.
 - e. **Wetlands**: There are no wetland areas on the site.
 - f. **Façade**: Façade notes that the elevations provided are not compliant with ordinance standards as the percentages of Horizontal Lap Siding and Asphalt Shingles exceed the permitted maximums. The relatively small deviations are not detrimental to the overall design, and are consistent with the intent of the Ordinance. **A Section 9 waiver is recommended for approval as a deviation in the PRO Agreement.**

- g. **Fire:** Fire recommends conditional approval, if comments provided are addressed in subsequent submittals.

LAND USE AND ZONING: FOR SUBJECT PROPERTY AND ADJACENT PROPERTIES

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	RC Regional Center	Vacant	Regional Center
Northern Parcels	RA Residential Acreage OS-1 Office Service	Residential neighborhood Bank	Multiple Family Residential Community office
Eastern Parcels	RC Regional Center	Vacant	Regional Center
Western Parcels	OST Office Service Technology	Vibe CU headquarters	Office Industrial Research Devel and Technology
Southern Parcels	RC Regional Center	Retail Center	Regional Center

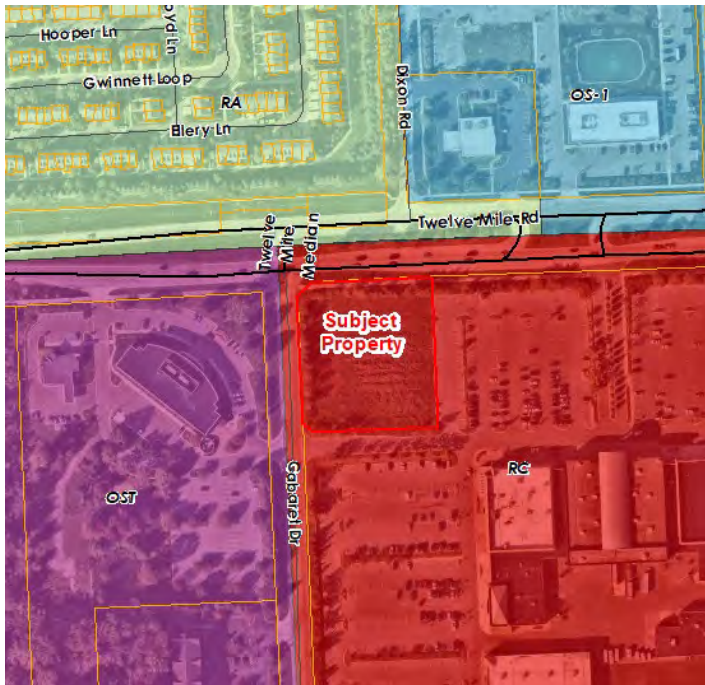


Figure 1: Current Zoning



Figure 2: Future Land Use

Comparison of Zoning Districts

The following tables provide comparisons of the current and proposed zoning classifications. The proposed B-3 district is compared to RC. Both districts allow a range of commercial uses, but Regional Center developments generally have significant intensity and scale. The requirements for buffering, parking setbacks and lot coverage are similar for the RC and B-3 districts, however the building setbacks required for RC are much greater than for the B-3 district, and greater building height is allowed in RC as well.

The intent of the current zoning district, RC is "intended to permit major planned commercial centers that will, by virtue of their size, serve not only the local community, but the surrounding

market as well.” The Fountain Walk development is a retail, restaurant and entertainment center that draws its customer base from the wider region. However, the Regional Center district does not permit car washes. In fact, the only zoning district that permits auto washes is the B-3 General Business District. As stated in Section 3.1.12, the B-3 district “is designed to provide sites for more diversified business types which would be incompatible with the pedestrian movement in the Local Business district or the Community Business district.”



Figure 3: Names of surrounding developments and businesses

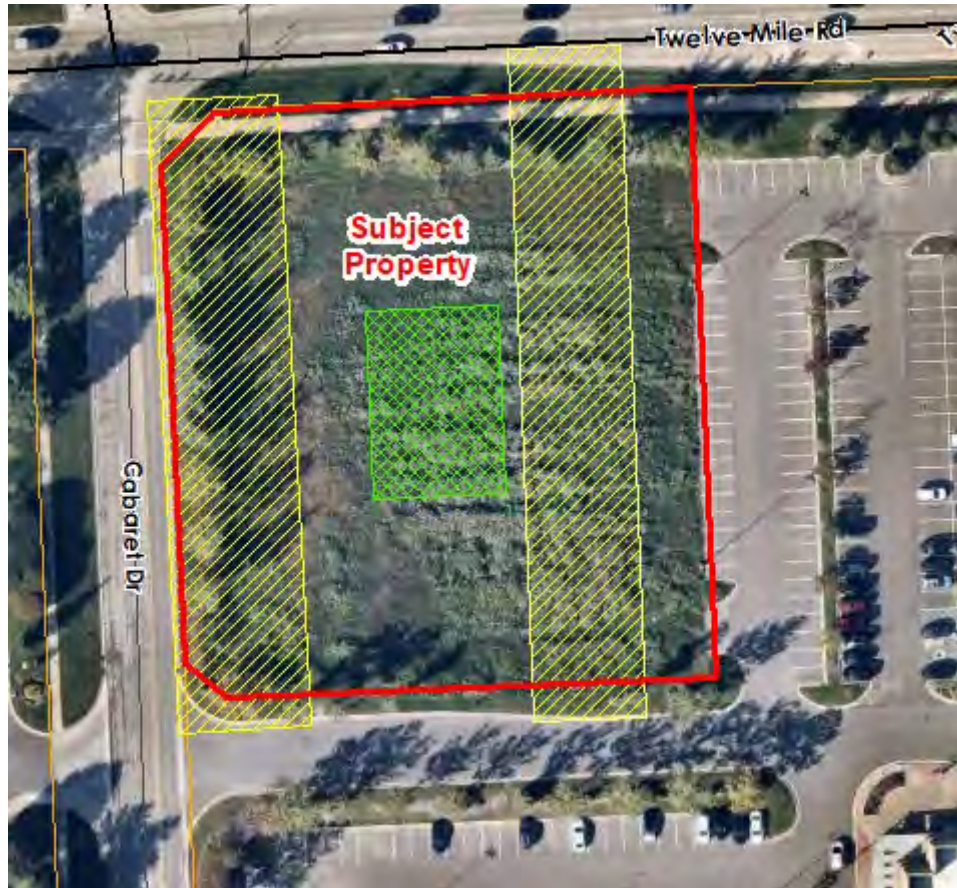
	RC (EXISTING)	B-3 (PROPOSED)
Intent	This land use is designated for higher intensity commercial uses that serve not only the comparison-shopping needs of the entire community, but cater to a regional market as well.	The B-3, General Business district is designed to provide sites for more diversified business types which would often be incompatible with pedestrian movement in the Local Business or the Community Business district.
Principal Permitted Uses	Regional shopping centers Community shopping Professional office buildings Medical office, including laboratories and clinics Facilities for human care	Retail business and business service uses; Dry cleaning; Business establishments performing services on premises, professional services;

	RC (EXISTING)	B-3 (PROPOSED)
	Financial institution uses with drive-in facilities as an accessory use only Personal service establishments Off-street parking lots Places of worship Publicly owned and operated parks, parkways, and outdoor rec facilities Professional office buildings, offices and office sales and service Transient residential uses Public or private health and fitness facilities and clubs Public utility offices and telephone exchange buildings The inpatient bed facility portion of general hospitals Bus and other transit passenger stations	Professional and medical offices; Fueling stations; Auto wash; Bus station; New & used car salesroom/showroom; Tattoo parlors; Public & private health and fitness; Microbrews and brewpubs; Day care and adult day care centers;
Special Land Uses	Open air business uses Sale of produce and seasonal plant materials outdoors Microbreweries Brewpubs Retail businesses use Retail business service uses Retail business or service establishments Restaurants	Outdoor space for sale of new & used vehicles; Motel; Veterinary hospitals or clinics; Plant material nursery; Public or private indoor/private outdoor recreation; Mini-lube or oil change establishment; Sale of produce and seasonal plant materials outdoors; Fast food carryout, drive-in, drive-through or sit down; **See attached copy of Section 3.1.12.C for complete list
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. (Section 3.6.2.D)	
Lot Coverage		
Building Height	45 feet or 3 stories	30 feet
Building Setbacks	Front: 100 feet Rear: 100 feet Side: 100 feet	Front: 30 feet Rear: 20 feet Side: 15 feet Exterior side yard setbacks same as front yard
Parking Setbacks See 3.6.2. for additional conditions	Front: 20 feet Rear: 10 feet Side: 10 feet Exterior side yard setbacks same as front	Front: 20 feet Rear: 10 feet Side: 10 feet Exterior side yard setbacks same as front

DEVELOPMENT POTENTIAL

The land is currently vacant, but was cleared/graded when the rest of Fountain Walk was developed in the early 2000s. Development under the current RC zoning could result in a retail, restaurant, office, or other permitted use being constructed. However, the RC district requires building setbacks of 100 feet from all property lines, which restricts the developable area of this

corner site. Additionally, the site is impacted by two wide (55' and 60') Consumers Energy gas line easements running north and south along the eastern and western areas of the site. These factors constrain the developable area of the site considerably. In the image below, the Consumers easements are shown in yellow, and the green hatch area represents the approximate building area with 100-foot setbacks as required in the RC District.



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: Community Identity
 - a. Maintain quality architecture and design throughout the City. **The current proposed elevations require Section 9 waivers, which are supported in this case as they are consistent with the intent of the Ordinance. Please refer to the façade review letter detailed comments.**
2. 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. **This parcel was cleared in the early 2000's when the rest of Fountain Walk was developed.**
 - b. Increase recreational opportunities in the City.

- 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.**
3. **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.
4. **General Goal: Economic Development**
 - a. Retain and support the growth of existing businesses and attract new businesses to the City of Novi. **The proposed Jax Kar Wash would be a new business in the City, and may provide a customer draw to other businesses within Fountain Walk.**

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 benefits/conditions for development **(Staff comments are in bold)**:

1. The use shall be limited to a car wash. No other uses permitted in the B-3 District would be allowed on this site.
2. The building height will be 24.5 feet, which is more limiting than the 30 feet allowed in the B-3 District.
3. The building setbacks will exceed the B-3 requirements on all sides. Front and exterior side yards are 68-88 ft (30 ft required) and interior side yards are 54-138.6 feet (15 ft required).
4. The façade ordinance requires a minimum of 30% brick on all elevations. The proposed building exceeds this requirement with 49.6 to 59.9%.
5. The Planning Commission grants Preliminary Site Plan and Stormwater Management Plan approval, provided the City council approves the Planned Rezoning Overlay as requested.

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 PRO agreement would be considered by City Council only after tentative approval of the proposed concept plan and rezoning.

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 following Ordinance deviations appear to be required based on the site plan. **Staff comments are in bold.**

1. Overhead Door (Sec. 3.10.1.A): In the B-3 District, no overhead door or other type of service bay door is permitted to face a major thoroughfare. A deviation would be required for the car wash tunnel door facing Twelve Mile Road. **No justification has been provided.**
2. Dumpster (Sec. 4.19.2.F): The current location of the dumpster would require a deviation for being 6 feet from the building rather than the required 10 feet. **This deviation is supported by staff because the dumpster was moved to meet the required setback, which caused it to be closer to the building. There are no living or office spaces in proximity, only the car wash tunnel portion of the building.**
3. Loading-Unloading Zone (Sec. 5.4.2): Deviation would be required for the lack of a loading zone. **The applicant states the nature of the car wash business does not require large deliveries that would require a loading zone. This deviation is supported by staff.**
4. Parking Lot Landscaping (Section 5.5.3.C): Deviation would be required for not providing the required number of accessway perimeter trees. **The deviation would be supported by staff, if the applicant can provide sufficient justification for the deficiency, such as a letter stating that landscaping is not permitted within the easement.**
5. Correlated Color Temperature (Section 5.7.3.F): Deviation may be required for exceeding 3000K Correlated Color Temperature (4000K proposed) for permanent lighting installations. **No justification has been provided.**
6. Section 9 Waiver (Section 5.15): Proposed elevations of the building have an overage of Horizontal lap siding (8-10% proposed, 0% minimum required) and an overage of Asphalt Shingles (31-36% proposed, 25% maximum allowed). **In this case the deviations are not detrimental to the overall design of the building, and consistent with the intent and purpose of the Ordinance. The waiver is recommended for approval.**

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

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 or shown on the PRO plan):

- The applicant makes the case that developing a vacant parcel is the benefit of this proposal. The parcel has remained undeveloped since Fountain Walk was developed 22 years ago. They state the continued success of Fountain Walk is a public benefit to the city. **These stated benefits are incidental to any development proposed, not unique to this PRO request, and would not qualify as a “public benefit” that would outweigh the detriments.**
- The applicant offers to construct two covered seating areas along 12 Mile Road. The plan shows a concrete pedestrian node along the sidewalk fronting on 12 Mile Road, with the other stated location further to the east near Donelson Drive. The paved nodes would include concrete pads, benches and a metal pergola covering.
- The applicant offers two decorative curved walls on the property: One at the corner of 12 Mile Road and Cabaret Drive, and the other at the corner of Cabaret Drive and the entrance of Fountain Walk. The walls could include signage identifying the center. No signage for Jax Kar Wash would be on these walls. The stone on the walls would match the existing wall located at the West Oaks and Donelson Drive entrance. The wall details show the wall to be approximately 30 inches high, and about 10 feet in length. **Any proposed signage would need to meet ordinance standards.**

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 enhanced further.

NEXT STEP: PLANNING COMMISSION PUBLIC HEARING

With all reviewers recommending approval or conditional approval, Planning Commission will hold a public hearing on the rezoning request from RC (Regional Center) to B-3 (General Business) with a Planned Rezoning Overlay. Following the public hearing, they will make a recommendation to City Council whether to approve or deny the request, or may postpone making a recommendation if they determine additional information or changes are needed. **The next available agenda would be August 28th. Please let me know no later than July 30th if you would like to be placed on this agenda.**

CITY COUNCIL CONSIDERATION

After the Planning Commission makes its recommendation, the PRO Concept Plan will be scheduled for consideration by the City Council. If the City Council grants tentative approval at that time, they will direct the City Attorney to draft a PRO Agreement describing the terms of the

rezoning approval. Once the PRO Agreement has been drafted and approved by the applicant's attorney, it will return City Council for final approval.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.347.0484 or lbell@cityofnovi.org.

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: B-3 General Business District with PRO

Review Date: July 17, 2024
Review Type: Formal PRO Plan
Project Name: JZ24-02 JAX KAR WASH (44475 Twelve Mile)
Plan Date: February 9, 2024 (received 6/25/24)
Prepared by: Lindsay Bell, Senior Planner
Contact: E-mail: lbell@cityofnovi.org; Phone: (248) 347-0484

Items in **Bold** need to be addressed prior to the approval of the Preliminary Site Plan.

Item	Required Code	Proposed	Meets Code	Comments
Zoning and Use Requirements				
Master Plan	Regional Commercial	General Commercial	No	
Zoning (Effective Jan. 8, 2015)	RC: Regional Center District	B-3: General Business District	No	Rezoning to B-3 requested using PRO
Uses Permitted (Sec 3.1.11.B & C)	Sec 3.1.12.B Principal Uses Permitted.	Auto Wash	Yes	Permitted Use in B-3 District
Auto wash (Sec 4.32)	Permitted use in B-3 when completely enclosed in a building	Wash completely enclosed in a building. There are accessory vacuum stations outside the building.	Yes	
Planned Rezoning Overlay Document Requirements (Section 7.13.2 & Site Plan & Development Manual)				
Written Statement (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	Attorney letter states use limited to Auto Wash		See Planning Review for discussion
	How does the project constitute an overall benefit to the public that outweighs any detriments or could not otherwise be accomplished without the rezoning?	Proposal to construct two decorative entry walls + two covered seating areas along the south side of 12 Mile between Cabaret and Donelson Dr	Yes	See Planning Review for discussion
	Deviations and Conditions proposed for inclusion in the PRO Agreement (i.e., ZO deviations, limitation on total units, height, uses, etc)	Use to be restricted to Auto Wash only; height and setbacks more limiting, exceeding brick requirement	Yes	See Planning Review for discussion

Rezoning Traffic Impact Study Site Plan & Development Manual	Required regardless of site size, with requirements in SDM	Not required as does not meet conditions	NA	
Community Impact Statement (Sec. 2.2)	Required according to site plan manual (SDM link: Site Plan & Development Manual)	Not required	NA	
Rezoning Signs (Site Plan Development Manual)	Sign location plan Mock-up of sign details	Provided and approved Signage was posted	Yes	
B-3 Business District Required Conditions (Sec. 3.10)				
Overhead Door (Sec. 3.10.1.A)	No truck well, loading dock, overhead door or other type of service bay door shall face a major thoroughfare, nor an abutting residential district	Car Wash tunnel door will face Twelve Mile Road	No	<u>This will require a variance</u>
Height, bulk, density, and area limitations (Sec 3.1.12)				
Frontage on a Public Street. (Sec. 5.12)	Frontage on a Public Street is required	Frontage on Cabaret and Twelve Mile	Yes	
Access to Major Thoroughfare (Sec. 5.13)	Direct access to Major Thoroughfare is required unless noted in Section 5.13	Access to Twelve Mile via Fountain Walk Road and Cabaret Dr	Yes	
Building Height (Sec. 3.1.12.D)	30 ft	Plan indicates height of 24' 3"		
Building Setbacks (Sec 3.1.12.D)				
Front (Twelve Mile)	30 ft.	88.51 ft.	Yes	
Exterior Side (Cabaret)	30 ft.	68.5 ft.	Yes	
Side (east)	15 ft.	138.6 ft	Yes	
Side (south)	15 ft.	54.26 ft	Yes	
Parking Setback (Sec 3.1.12.D)				
Front (Twelve Mile)	20 ft.	Not proposed		<u>-Proposed lot line will be adjacent to existing parking spaces on east side, which will require a parking setback deviation.</u>
Exterior Side (Cabaret)	20 ft.	Not proposed		
Side (east)	10 ft.	Exceeds -off-site spaces will be 0' from proposed lot line	Yes No	

Side (south)	10 ft.	Exceeds	Yes?	
Note To District Standards (Sec 3.6.2)				
Exterior Side Yard Abutting a Street (Sec 3.6.2.C)	All exterior side yards abutting a street shall be provided with a setback equal to the front yard setback requirement of the district in which located.	Cabaret Dr frontage is exterior side yard	Yes	
Minimum Lot Area (Sec. 3.6.2.D)	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	-	TBD	
Off-Street Parking in Front Yard (Sec 3.6.2.E)	Off-street parking shall be permitted in the front yard, except that said parking shall observe the minimum off-street parking setback requirements in Sec. 3.1 and 5.5.3	Not proposed	NA	
Wetland/ Watercourse Setback (Sec 3.6.2.M)	Refer to Sec 3.6.2 for more details.	No wetlands	NA	
Parking setback screening (Sec 3.6.2.P)	Required parking setback area shall be landscaped per sec 5.5.3.	Landscaping provided		See landscape letter for detailed comments
Modification of parking setback requirements (Sec 3.6.2.Q)	Refer to Sec 3.6.2 for more details	None proposed	NA	
Parking, Loading, and Dumpster Requirements				
Auto-wash (automatic) (5.2.12.C.)	Two + 1 for each employee + 1 for each vacuum station or similar area	1 per vacuum stall - Required: 23 - Provided: 23 2 + 1 per employee - Required: 6 - Provided: 6 Total: - 28 required - 22 provided	Yes	Applicant states that 5 parking spaces will be provided off-site. Legal document to share parking will be required

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	24' drive aisle 21' one-way drives Vacuum stalls 12' x 20'	Yes	
Posted Fire Lanes (D.C.S Sec. 158-99(a))	The minimum width of a posted fire lane is 20 feet. The minimum height of a posted fire lane is 14 feet.	Fire lanes are 21 ft. Canopy located over the point of sale must meet the minimum height	Yes	Confirm the height of the structures at POS – not found on drawings
Parking stall located adjacent to a parking lot entrance (public or private) (Sec. 5.3.13)	Shall not be located closer than twenty-five (25) feet from the street right-of-way (ROW) line, street easement or sidewalk, whichever is closer	Complies	Yes	
End Islands (Sec. 5.3.12)	- End Islands with landscaping and raised curbs are required at the end of all parking bays that abut traffic circulation aisles. - The end islands shall generally be at least 8 feet wide, have an outside radius of 15 feet, and be constructed 3' shorter than the adjacent parking stall as illustrated in the Zoning Ordinance	Not proposed	NA	
Barrier Free Spaces <i>Barrier Free Code (2012 Michigan Building Code)</i>	- 22 parking spaces: 1 van Accessible Space required - Every 6 or fraction of six accessible parking spaces, at least one shall be van-accessible	Proposed	Yes	
Barrier Free Space Dimensions <i>Barrier Free Code (2012 Michigan Building Code)</i>	- 8' wide with an 8' wide access aisle for van accessible spaces - 8' wide with a 5' wide access aisle for regular accessible spaces	Proposed	Yes	
Barrier Free Signs <i>Barrier Free Code</i>	One sign for each accessible parking space.	Indicated	Yes	

Minimum number of Bicycle Parking (Sec. 5.16.1)	Minimum 2 spaces	Shown	Yes	
Bicycle Parking General requirements (Sec. 5.16)	- No farther than 120 ft. from the entrance being served - When 4 or more spaces are required for a building with multiple entrances, the spaces shall be provided in multiple locations - Spaces to be paved and the bike rack shall be inverted "U" design - Shall be accessible via 6 ft. paved sidewalk	Indicated	Yes	Layout will be reviewed at time of site plan submittal
Bicycle Parking Lot layout (Sec 5.16.6)	Parking space width: 7 ft. One tier width: 11 ft. Two tier width: 18 ft. Maneuvering lane width: 4 ft. Parking space depth: 32 in.	Bike parking layout not found on sheet C9.0 as indicated	TBD	Provide revised plans that include the layout, or Layout will be reviewed at time of site plan submittal
Loading Spaces (Sec. 5.4.2)	- Loading, unloading space shall be provided in the rear yard at a ratio of 10 sq. ft. for each front foot of building - Except in the case of a double frontage lot, loading-unloading, as well as trash receptacles may be located in an interior side yard beyond the minimum side yard setback requirement of the district; location subject to approval by the City.	Not proposed	No	<u>Deviation requested for absence of loading zone</u>
Dumpster (Sec 4.19.2.F)	- Located in rear yard or interior side yard in case of double frontage - Attached to the building OR - No closer than 10 ft. from building if not attached - Not located in parking setback - If no setback, then it cannot be any closer	Dumpster relocated to side yard – but is less than 10 feet from building	No	<u>Deviation required for dumpster enclosure 6 ft. from building (10 ft. required)</u>

	than 10 ft, from property line. - Away from Barrier free Spaces			
Dumpster Enclosure <i>(Sec. 21-145. (c))</i>	- 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	Dumpster enclosure elevation shown – note indicates 1 foot taller than dumpster, screening enclosure to match masonry of building	Yes	
Outdoor Vacuums	Provide specifications for the vacuums (dimensions, color scheme, decibel level, etc.)	Vacuums outside the building, but mechanical equipment inside the building to reduce noise	No	<u>Include a noise statement to show impact on adjacent uses and compliance with Sec. 5.14.10 – this could be a condition in the PRO Agreement.</u>
Vacuum Enclosure <i>(Sec 4.19.2.F)</i>	Accessory Structure - Must meet the same placement as Dumpster and be screened	Not shown	No	- If proposed show on plans and screen
Flagpoles <i>(Sec 4.19.2.B)</i>	May be located in front or exterior side yard, no closer to ROW than ½ the distance between the ROW and Principal building	Not proposed	NA	
Drive-through Lanes <i>(Sec. 5.3.11)</i>				
Drive-through Lanes Separation <i>(Sec. 5.3.11.A,C)</i>	Drive-through lanes shall be separate from the circulation routes & lanes necessary for ingress to & egress from the property	Separate circulation routes are provided	Yes	
Drive-through setbacks <i>(Sec. 5.3.11.A,B)</i>	Drive through shall follow parking setback requirements and applicable parking lot landscaping requirements	Appears to meet 10-ft side yard setback; 12.13 ft	Yes	

Bypass Lane for Drive-through (Sec. 5.3.11.D)	Drive-through facilities shall provide 1 bypass lane, min. of 18 ft. in width, unless otherwise determined by the Fire Marshal	Bypass lane provided; 21-ft wide	Yes	
Width & Centerline Radius of Drive-through Lanes (Sec. 5.3.11.E,F,H)	Drive-through lanes shall have a minimum 9 ft. width, centerline radius of 25 ft. and a minimum length of 19 ft. per car	Appears to comply	Yes	
Drive-through Lane Delineated (Sec. 5.3.11.G)	Drive-through lanes shall be striped, marked, or otherwise delineated	Appears to be proposed	Yes	
Drive-Thru Stacking Spaces (Sec. 5.3.11.I)	Twenty-five (25) vehicles prior to the tunnel (may be in multiple lanes), three (3) vehicles beyond the tunnel for drying areas.	25 spaces before the tunnel shown Vacuum area beyond tunnel can serve as drying area	Yes	
Lighting and Other Equipment Requirements				
Exterior lighting (Sec. 5.7)	Photometric plan and exterior lighting details needed at time of Final Site Plan submittal	Photometric plan is provided	Yes	
Roof top equipment and wall mounted utility equipment (Sec. 4.19.2.E.ii)	- All roof top equipment must be screened, and all wall mounted utility equipment must be enclosed and integrated into the design and color of the building	Not proposed	NA	If proposed, Please indicate on the next submittal and provide dimensions of any equipment and screening
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	Not proposed	NA	
Noise Specifications (Sec. 5.14.10.A)	Site proposals must comply with the standards of the noise ordinance.	Specifications not provided.	No	Please indicate noise specifications for the car wash tunnel and vacuums on the next submittal (refer to section 5.14.10.A of the Ordinance)
Sidewalk Requirements				

Sidewalks (Sec. 7.4.2 of the Engineering Design Manual)	- 8-foot sidewalk required along 12 Mile and 6-foot sidewalk along Cabaret Dr	Existing sidewalks present on 12 Mile. New 6' sidewalk on Cabaret Dr indicated	Yes	
Pedestrian Connectivity	Whether the traffic circulation features within the site and location of automobile parking areas are designed to assure safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets	7-foot sidewalk connection to 12 Mile Road sidewalk. Also to employee parking area	Yes	
Building Code and Other Design Standard Requirements				
Design and Construction Standards Manual	Land description, Sidwell number (metes and bounds for acreage parcel, lot number(s), Liber, and page for subdivisions).	Provided	Yes	<i>The new parcel number shall be listed on the Final Stamping Set if this project receives PRO Approval.</i>
General layout and dimension of proposed physical improvements	Location of all existing and proposed buildings, proposed building heights, building layouts, (floor area in sq. ft.), location of proposed parking and parking layout, streets, and drives, and indicate sq. ft. of pavement area (indicate public or private).	Generally provided	Yes	See this and other reviews for information to be provided in future submittals
Economic Impact	- Total cost of the proposed building & site improvements - Number of anticipated jobs created (during construction & after building is occupied)		No	Include in the response letter for the next submittal.
Other Permits and Approvals				
Development/ Business Sign	Signage if proposed requires a permit.	Not indicated at this time	NA	If any signage deviations are anticipated, include with the PRO submittal

Development and Street Names	Development and street names must be approved by the Street Naming Committee before Preliminary Site Plan approval	Project name does not require approval.	NA	
Property Split	The proposed property split must be submitted to the Assessing Department for approval prior to Final Stamping Set approval.	A split appears to be proposed.	TBD	If proposed, include proposed parcel boundaries and setbacks to existing parking/buildings. The new parcel number shall be listed on the Final Stamping Set.
Other Legal Requirements				
Existing Easements	Show all easements on a site survey	Provided on Topo	Yes	
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	Provided	Yes	
Lighting Plan (Sec. 5.7.A.1)	Site plan showing location of all existing & proposed buildings, landscaping, streets, drives, parking areas & exterior lighting fixtures	Provided for subject site	Yes	Update the photometric sheet with the latest site layout
Building Lighting (Sec. 5.7.2.A.iii)	Relevant building elevation drawings showing all fixtures, the portions of the walls to be illuminated, illuminance levels of walls and the aiming points of any remote fixtures.	Not provided		Provide with Final Site Plan submittal – need building photometrics on the elevations
Lighting Plan (Sec.5.7.2A.ii)	Specifications for all proposed & existing lighting fixtures	Provided	Yes	
	Photometric data	Provided	Yes	

	Fixture height	Provided	Yes	
	Mounting & design	Provided	Yes	
	Glare control devices	Provided	Yes	
	Type & color rendition of lamps			
	Hours of operation			
Maximum height when abutting residential districts (Sec. 5.7.3.A)	Height not to exceed maximum height of zoning district (or 25 ft. where adjacent to residential districts or uses)	22 feet proposed		
Standard Notes (Sec. 5.7.3.B)	- Electrical service to light fixtures shall be placed underground - Flashing light shall not be permitted - Only necessary lighting for security purposes & limited operations shall be permitted after a site's hours of operation	Notes provided	Yes	
Average light levels (Sec.5.7.3.E)	Average light level of the surface being lit to the lowest light of the surface being lit; not exceed 4:1	3.4:1	Yes	
Color Spectrum Management (Sec. 5.7.3.F)	For all permanent lighting installations - minimum Color Rendering Index of 70 and Correlated Color Temperature of no greater than 3000 Kelvin	80 CRI 4000K	Yes No	 <u>Max 3000K – or seek deviation</u>
Indoor Lighting (Sec. 5.7.3.H)	Indoor lighting shall not be the source of exterior glare or spillover	Not shown		Shall comply
Security Lighting (Sec. 5.7.3.I) Lighting for security purposes shall be directed only onto the area to be secured.	- All fixtures shall be located, shielded, and aimed to not cast light toward adjacent properties or streets, or into the night sky. - Fixtures mounted on the building and designed to illuminate the facade are preferred		TBD	Show photometric of after-hours security lighting
Parking Lot Lighting	- Provide the minimum illumination necessary	Appears to comply	Yes	

(Sec. 5.7.3.J)	to ensure adequate vision and comfort. - Full cut-off fixtures shall be used to prevent glare and spillover.			
Min. Illumination (Sec. 5.7.3.L)	Parking areas: 0.2 min	0.5 fc	Yes	
	Loading & unloading areas: 0.4 min		NA	
	Walkways: 0.2 min	Not shown	TBD	Provide photometrics of sidewalk areas
	Building entrances, frequent use: 1.0 min	Not shown	TBD	Provide photometrics of building entry areas
	Building entrances, infrequent use: 0.2 min		NA	
Max. Illumination adjacent to Non-Residential (Sec. 5.7.3.K)	When site abuts a non-residential district, maximum illumination at the property line shall not exceed 1 foot candle	0.6 fc	Yes	
Max. Illumination adjacent to Residential (Sec. 5.7.3.L)	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 - No direct light source shall be visible at the property line that is adjacent to res. at ground level		NA	

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

7/15/2024

Engineering Review

Jax Kar Wash PRO

JSP24-0002

APPLICANT

Jax Kar Wash

REVIEW TYPE

Formal PRO and Preliminary Site Plan

PROPERTY CHARACTERISTICS

- Site Location: Northwest corner of Twelve Mile Crossing at Fountain Walk, south side of Twelve Mile Road and east of Cabaret Drive
- Site Size: 1.9 acres
- Plan Date: 2-9-2024 – revision date on plans needs to be updated
- Design Engineer: PEA Group

PROJECT SUMMARY

- Construction of an approximately 6,157 square-foot car wash building and associated parking. Site access would be provided via the interior Fountain Walk roadway.
- Water service would be provided by an extension from the existing 8-inch water main along the east side of the property.
- Sanitary sewer service would be provided by an extension from the existing 8-inch sanitary sewer along the west side of the property. A lead would be provided to serve the building, along with a monitoring manhole.
- Storm water would be collected by a single storm sewer collection system, treated on-site and discharged to an off-site regional detention basin.

RECOMMENDATION

Approval of the Formal PRO plan and Preliminary Site plan is recommended with items addressed at Final Site Plan submittal.

Comments:

The Formal PRO Plan and Preliminary Site Plan meets the general requirements of the design and construction standards as set forth in [Chapter 11 of the City of Novi Code of](#)

[Ordinances](#), the Storm Water Management Ordinance and the [Engineering Design Manual](#) with the following items to be addressed at the time of Final Site Plan submittal:

General

1. Provide at least two reference benchmarks at intervals no greater than 1,200 feet. At least one referenced benchmark must be a City-established benchmark, refer to [City of Novi Survey Benchmarks Arch Map](#). City Bench Mark 1031 is located across 12 Mile, bench mark 1512 is located south of the site on east side of Cabaret Drive.
2. Provide a note on the plans that all work shall conform to the current City of Novi standards and specifications.
3. **Only at the time of the printed Stamping Set submittal**, provide the City's standard detail sheets for water main (5 sheets), sanitary sewer (3 sheets), storm sewer (2 sheets), and paving (2 sheets). The most updated details can be found on the City's website under [Engineering Standards and Construction Details](#).
4. Indicate if the existing agreement between fountain walk properties includes access from private drive to Jax Kar Wash site.
5. We recommend removing the proposed stairs and providing a pathway so that the bike rack is more accessible.
6. The existing sidewalk on 12 Mile Road and the proposed sidewalk on the east side of Cabarte Drive are outside of the right-of-way. These sidewalks should either be in dedicated right-of-way or in a sidewalk easement. Applicant can either dedicate the ROW on both roads or provide 2 sidewalk easements.
7. Provide a traffic control sign table listing the quantities of each **permanent** sign type proposed for the development. Provide a note along with the table stating all traffic signage will comply with the current MMUTCD standards.
8. Provide a note that compacted sand backfill (MDOT sand Class II) shall be provided for all utilities within the influence of paved areas; illustrate and label on the profiles.
9. Provide a construction materials table on the utility plan listing the quantity and material type for each utility (water, sanitary and storm) being proposed.
10. Provide a utility crossing table indicating that at least 18-inch vertical clearance will be provided, or that additional bedding measures will be utilized at points of conflict where adequate clearance cannot be maintained.
11. Provide a note stating if dewatering is anticipated or encountered during construction, then a dewatering plan must be submitted to the Engineering Division for review.
12. 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. All utilities shall be shown on the landscape plan, or other appropriate sheet, to confirm the separation distance.

13. 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.

Water Main

14. All water main easements shall be 20-feet wide. Show all proposed water main on plans.
15. A tapping sleeve, valve and well is required at the connection to the existing water main.
16. Use two 45-degree bends in lieu of any 90-degree water main bends.
17. Provide water main modeling calculations demonstrating that the required water supply of 4,000 GPM will be available.
18. Provide additional valves to limit pipe runs to a maximum of 800 feet between valves.
19. Per current EGLE requirement, provide a profile for all proposed water main 8-inch and larger.
20. 6-inch hydrant leads are allowed for leads less than or equal to 25 feet in length. 8-inch leads are required for leads greater than 25 feet in length.
21. All gate valves 6" or larger shall be placed in a well with the exception of a hydrant shut off valve. A valve shall be placed in a box for water main smaller than 6".
22. Valves shall be arranged so that no single line failure will require more than eight hundred (800) feet of main to be out of service.
23. Provide a separate domestic lead and, if required by the Fire Marshal, a minimum 6-inch fire lead for each building with a unique shut-off valve for each.
24. 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.
25. A sealed set of utility plans along with the [Michigan Department of Environment, Great Lakes & Energy \(EGLE\) permit application](#) for water main construction, the [Streamlined Water Main Permit Checklist](#), [Contaminated Site Evaluation Checklist](#), and an electronic version of the utility plan should be submitted to the Engineering Division for review, assuming no further design changes are anticipated. Utility plan sets shall include only the cover sheet, any applicable utility sheets, and the standard detail sheets.

Irrigation Comments

26. Irrigation Plans are not approved, see attached review letter dated 7/17/2024.

Sanitary Sewer

27. Provide a sanitary sewer monitoring manhole, unique to this site, within a dedicated access monitoring manhole easement or proposed sanitary sewer easement.

28. Section 11-164 (g)-4 states the maximum length of a sanitary sewer lead shall not exceed 100-feet unless otherwise approved. Extend Sanitary Sewer so that leads are not more than 100-feet long **or** provide clean-outs every 100-feet.
29. Note on the construction materials table that 6-inch sanitary leads shall be a minimum SDR 23.5, and mains shall be SDR 26.
30. Provide a note on the Utility Plan and sanitary profile stating the sanitary leads will be buried at least 5 feet deep where under the influence of pavement.
31. *For 8-inch and larger extensions* - Provide a testing bulkhead immediately upstream of the sanitary connection point. *(If more than one run of 8-inch proposed)* Additionally, provide a temporary 1-foot-deep sump in the first sanitary structure proposed upstream of the connection point, and provide a secondary watertight bulkhead in the downstream side of this structure.
32. Illustrate all pipes intersecting with manholes on the sanitary profiles.
33. Relocate the sanitary sewer to go around the cul-de-sac outside the paved road. Extend the sanitary sewer so no leads cross under the cul-de-sac.
34. Three (3) sealed sets of revised utility plans along with the [Michigan Department of Environment, Great Lakes & Energy \(EGLE\) permit application](#), electronic utility plan for sanitary sewer construction, and the Streamlined Sanitary Sewer Permit Certification Checklist should be submitted to the Engineering Division for review, assuming no further design changes are anticipated. Utility plan sets shall include only the cover sheet, any applicable utility sheets, and the standard detail sheets. It should be indicated with the application if an expedited EGLE review is requested. EGLE will charge a fee that can be paid directly to the State.

Storm Sewer

35. A minimum cover depth of 3 feet shall be maintained over all proposed storm sewer. Currently, a few pipe sections do not meet this standard. Grades shall be elevated, and minimum pipe slopes shall be used to maximize the cover depth. In situations where the minimum cover cannot be achieved, Class V pipe must be used with an absolute minimum cover depth of 2 feet. An explanation shall be provided where the cover depth cannot be provided.
36. No catch basins are proposed on the eastern drive or the drive by passing the car wash. Indicate how stormwater will drain, draining should not go off-site unless it has been treated prior to discharge into off-site storm sewer.
37. Provide a 0.1-foot drop in the downstream invert of all storm structures where a change in direction of 30 degrees or greater occurs.
38. Match the 0.80 diameter depth above invert for pipe size increases.
39. Storm manholes with differences in invert elevations exceeding two feet shall contain a 2-foot-deep plunge pool.
40. Provide a four-foot-deep sump and an oil/gas separator in the last storm structure prior to discharge off- site/to the storm water basin.

41. The minimum pipe size for storm sewers receiving surface runoff shall be 12-inch diameter. Provide profiles for all storm sewer 12-inch and larger. All storm pipes accepting surface drainage shall be 12-inch or larger.
42. Label all inlet storm structures on the profiles. Inlets are only permitted in paved areas and when followed by a catch basin within 50-feet.
43. 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.
44. Illustrate all pipes intersecting storm structures on the storm profiles.
45. An easement is required over the storm sewer accepting and conveying off-site drainage. This is only needed if existing Fountain Walk properties do not have an existing agreement for the storm drainage across property lines. If there is an existing agreement provide a copy with the final site plan.
46. Provide a schedule listing the casting type, rim elevation, diameter, and invert sizes/elevations for each proposed, adjusted, or modified storm structure on the utility plan. Round castings shall be provided on all catch basins except curb inlet structures. Provide storm sewer design table.

Storm Water Management Plan

47. The Storm Water Management Plan (SWMP) for this development shall be designed in accordance with the Storm Water Ordinance and Chapter 5 of the [**Engineering Design Manual \(updated Jan 31, 2024\)**](#)
48. Indicate that stormwater will be treated on-site prior to discharging into existing storm sewer system and ultimately being detained in regional detention basin. Applicant will need to pay storm water detention fees in order to detain in a regional detention basin.
49. 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.
50. Provide manufacturer's details and sizing calculations for the pretreatment structure(s) on the plans. 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). Higher flows shall be bypassed.
51. Provide calculations for V_{CP-R} , Extended detention, and 100-year storage volume.
52. Provide supporting calculations for the runoff coefficient determination. New storm standards C value is determined by soil type.

Paving & Grading

53. Provide a construction materials table on the Paving Plan listing the quantity and material type for each pavement cross-section being proposed.
54. 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.

55. Provide spot elevations at the intersection of the proposed pathway with the existing pathway.
56. 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.
57. Provide a note on the plan stating that the emergency access gate is to be installed and closed prior to the issuance of the first building permit in the subdivision.
58. 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.
59. Label specific ramp locations on the plans where the detectable warning surface is to be installed.
60. Specify the product proposed and provide a detail for the detectable warning surface for barrier free ramps. The product shall be the concrete-embedded detectable warning plates, or equal, and shall be approved by the Engineering Division. Stamped concrete will not be acceptable.
61. Verify the slopes along the ingress/egress routing to the building from the barrier-free stalls. All barrier-free stalls shall comply with Michigan Barrier-Free regulations.
62. Provide existing and proposed contours on the Grading Plan at the time of the Final Site Plan submittal.
63. Provide a note on the Grading Plan stating that the proposed pathway within the road right-of-way shall match existing grades at both ends.
64. 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.
65. **Show proposed grades for all adjusted sanitary, water, and storm structures.**
66. Site grading shall be limited to 1V:4H (25-percent), excluding landscaping berms. Numerous areas appear to exceed this standard.
67. The sidewalk in the right-of-way must have a 21 AA aggregate base instead of MDOT class II sand.
68. Revise the on-site road cross-section to 1.5 inches of MDOT 5E1 on 2.5 inches of MDOT 3C on 8 inches of 21AA [limestone only if within 100 feet of a watercourse] aggregate base.
69. 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.
70. The City standard straight-faced curb (MDOT F-4 curb detail) shall be provided. Remove detail and attach City standard paving details.

71. Provide top of curb/walk and pavement/gutter grades to indicate height of curb adjacent to parking stalls or drive areas.
72. Dimensions of parking stalls abutting a curb or sidewalk are to the face of curb or walk. All other dimensions are to back of curb unless otherwise indicated.

Soil Erosion and Sediment Control

73. A SESC permit is required. A full review has not been completed at this time. A review will be done when a completed packet is submitted to Sarah Marchioni at Community Development.

Off-Site Easements

74. Any off-site utility easements anticipated must be executed **prior to Stamping Set Approval**. 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.
75. The following easements **may be required**, indicate if there is already an agreement between all property owners for the parking lot access and utilities. A storm drainage agreement, off-site access agreement, and off-site temporary construction easement.

The following must be submitted with the Final Site Plan:

76. A letter from either the applicant or the applicant's engineer must be submitted with the Stamping Set highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved. **Additionally, a statement must be provided stating that all changes to the plan have been discussed in the applicant's response letter.**
77. An itemized construction cost estimate must be submitted to the Community Development Department for the determination of plan review and construction inspection fees. This estimate should only include the civil site work and not any costs associated with construction of the building or any demolition work. **The estimate must be itemized** for each utility (water, sanitary, storm sewer), on-site paving (square yardage, should include number do detectable warning plates), right-of-way paving (including proposed right-of-way), grading, and the storm water basin (basin construction, control structure, pre-treatment structure and restoration).

The following must be submitted with the Stamping Set:

List of required legal documents will be finalized depending on the existing access easements for the property. Final list of easements will be provided with final site plan review letter.

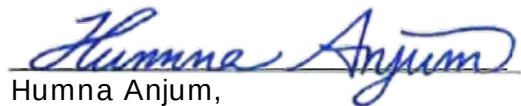
78. A draft copy of the [Storm Drainage Facility Maintenance Easement Agreement \(SDFMEA\)](#), as outlined in the Storm Water Management Ordinance, must be submitted to the Community Development Department. Once the agreement is approved by the City's Legal Counsel, this agreement will then be sent 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.

79. A draft copy of the [Ingress/Egress Easement](#) for shared use of the drive entry on south side of the property must be submitted to the Community Development Department. This document is available on our website. ***may not be required if there is an existing access easement.**
80. A draft copy of the [Emergency Access Easement](#) for the Emergency Access Drive proposed must be submitted to the Community Development Department.
81. A draft copy of the 20-foot-wide [Watermain System Easement](#) onsite must be submitted to the Community Development Department.
82. A draft copy of the 20-foot-wide [Sanitary Sewer Easement](#) onsite must be submitted to the Community Development Department.
83. A draft copy of the warranty deed for the additional right-of-way along 12 Mile Road and Cabaret Drive must be submitted for review and acceptance by the City. Or a sidewalk easement for both the Cabaret Drive and 12 Mile Sidewalk must be submitted.
84. A draft copy of the warranty deed for the street(s) to be dedicated as public must be submitted.
85. Executed copies of approved off-site utility easements 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 Humna Anjum at (248)735-5632 or email at hanjum@cityofnovi.org with any questions.



Humna Anjum,
Project Engineer

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

LANDSCAPE REVIEW



PLAN REVIEW CENTER REPORT

July 10, 2024

Jax Kar Wash

Formal PRO Concept Plan - Landscaping

Review Type

Formal PRO Concept Plan Landscape Review

Job

JZ24-0002

Property Characteristics

- Site Location: Southeast corner of Twelve Mile Road and Cabaret Drive
- Site Acreage: 1.81 ac.
- Site Zoning: Current: R-C, Proposed: B-3 with PRO
- Adjacent Zoning: North: Twelve Mile Rad/R-A, South, East: R-C, West: OST
- Plan Date: ~~February 9, 2024~~ Rec'd 6/25/2024

Ordinance Considerations

This project was reviewed for conformance with Chapter 37: Woodland Protection, Zoning Article 5.5 Landscape Standards, the Landscape Design Manual and any other applicable provisions of the Zoning Ordinance. Items in **bold** below must be addressed and incorporated as part of the Preliminary Site Plan submittal. Underlined items must be addressed on the Final Site Plans. Please follow guidelines of the Zoning Ordinance and Landscape Design Guidelines. This review and the accompanying Landscape Chart are summaries and are not intended to substitute for any Ordinance.

RECOMMENDATION:

This project is **recommended for approval if the applicant provides satisfactory proof that plantings along the west side of the west accessway are not allowed within the easement.** A significant deviation is required by the proposed layout and landscaping that is not supported by staff without that proof.

LANDSCAPE DEVIATIONS THAT ARE REQUIRED FOR THE PROPOSED LAYOUT:

- Deficiency in accessway perimeter plantings – *not supported by staff unless the utility easement does not allow plantings along the west edge of the west bypass lane.*

Please add revision dates to the plans.

Ordinance Considerations

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

1. Tree survey is provided.
2. There are no wetlands or regulated woodlands or trees on the site.
3. Nine trees will be removed and replaced with on-site plantings.
4. Please see the landscape chart for comments regarding preferred replacements.

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

The site is not adjacent to residential property.

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

1. The required greenbelt widths are provided for both roads.

2. The required greenbelt plantings are provided for both roads.
3. No berms exist or are proposed along either road. As the site is below both roads, and no parking abuts either roads, berms are not required.
4. There is either not room within the right-of-way or sight vision concerns, so no street trees are required along either road.

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

1. The required parking lot interior area and trees are provided.
2. Only 8 of the 10 required parking lot perimeter trees are provided but comments on the landscape chart offer suggestions on how already proposed trees may be used to fully meet the requirement.
3. The required number of accessway perimeter trees is not proposed. An existing DTE easement may make it impossible to provide 7 of the required trees but that information needs to be provided to show that that is the case. **As it is, the deficiency would require a landscape deviation that would not be supported by staff. See the discussion of the issue on the Landscape Chart.**

Building Foundation Landscaping (Zoning Sec 5.5.3.D)

1. Calculations provided and shaded areas indicate that the required foundation plantings will be provided.
2. Please provide detailed foundation planting plans on the Final Site Plans.

Plant List (LDM 4, 10)

1. Provided for all plantings except the Foundation plantings
2. 7 of 11 species proposed (64%) of the proposed trees are native to Michigan.
3. All species but the Tupelos meet the requirements of LDM 4. Please use 6 or less tupelos on the site.

Planting Notations and Details (LDM 10)

Provided

Storm Basin Landscape (Zoning Sec 5.5.3.E.iv and LDM 3)

Only a pre-treatment structure is required as the site is serviced by the development's common basin.

Irrigation (LDM 10)

1. An irrigation system will be used
2. A plan for it must be provided with Final Site Plans.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5621 or rmeader@cityofnovi.org.



Rick Meader – Landscape Architect

LANDSCAPE REVIEW SUMMARY CHART – Formal PRO Concept Plan

Review Date: July 10, 2024
Project Name: JAX Kar Wash
Project Location: SE Corner of Twelve Mile Road and Cabaret Drive
Plan Date: February 9, 2024 Rec'd 6/25/2024
Prepared by: Rick Meader, Landscape Architect E-mail: rmeader@cityofnovi.org;
 Phone: (248) 735-5621

Items in **Bold** need to be addressed by the applicant before approval of the Preliminary Site Plan.
Underlined items need to be addressed for Final Site Plan.

LANDSCAPE DEVIATION REQUIRED BY PLAN:

- Deficiency in accessway perimeter landscaping – *not supported by staff unless the existing utility easement does not allow plantings along the side of the west bypass lane*

Please add revision dates to the plans' cover sheet and title blocks.

Item	Required	Proposed	Meets Code	Comments
Landscape Plan Requirements (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 - Consistent with plans throughout set	Landscape Plan: 1" = 20'	Yes	<u>A smaller scale may need to be used for the detailed foundation plantings.</u>
Project Information (LDM 2.d.)	Name and Address	Yes	Yes	
Owner/Developer Contact Information (LDM 2.a.)	Name, address and telephone number of the owner and developer or association	Yes	Yes	
Landscape Architect contact information (LDM 2.b.)	Name, Address and telephone number of RLA/PLA/LLA who created the plan	Janet Evans – PEA	Yes	
Sealed by LA. (LDM 2.g.)	Requires original signature	Copy of seal and signature	Yes	<u>Signature required on final stamping sets</u>
Miss Dig Note (800) 482-7171 (LDM.3.a.(8))	Show on all plan sheets	On title block	Yes	
Zoning (LDM 2.f.)	Include all adjacent zoning	Site: R-C Proposed: B-3 with	Yes	

Item	Required	Proposed	Meets Code	Comments
		PRO East, South: R-C North: 12 Mile Road/R-A West: Cabaret/OST		
Survey information (LDM 2.c.)	• Legal description or boundary line survey • Existing topography	Sheet C-1.0	Yes	
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.	• Sheet T-1.0 • No regulated woodlands or trees exist on the site • No wetland exists on the site	Yes	1. As no regulated trees are being removed, no woodland replacements are required 2. Although no regulated trees are being impacted, there are many (approximately 14) existing trees which appear to be impacted to varying degrees by the proposed sidewalk and grading. 3. Please change or lighten up the hatch of the easements and clearly show all of the trees to remain on L-1.0.
Soil types (LDM.2.r.)	• As determined by Soils survey of Oakland county • Show types, boundaries	• Soil types are listed on Sheet C-3.0 • No soils boundaries are shown	• Yes • No	Please show the soils' boundaries with the appropriate labels. The soils information can be shown on an inset.
Existing and proposed improvements (LDM 2.e.(4))	Existing and proposed buildings, easements, parking spaces, vehicular use areas, and R.O.W	Included on landscape plan	Yes	
Existing and proposed utilities (LDM 2.e.(4))	• Overhead and underground utilities, including hydrants • Proposed light posts	• Existing and proposed utility lines and structures are shown on the landscape plan • No light posts are shown.	• Yes • No	1. Please state the restrictions of the easements regarding plantings within the easement(s) on Sheet L-1.0 (required spacing, plant type limitations, etc.) – the easement language will determine the required spacing from the gas line.

Item	Required	Proposed	Meets Code	Comments
				REPEATED COMMENT (At least attach the restrictive language of the easements with the response letter). 2. Please show all proposed lighting fixtures on the landscape plan and resolve planting/post conflicts.
Proposed grading. 2' contour minimum (LDM 2.e.(1))	Provide proposed contours at 2' interval	Sheet C-4.0	Yes	
Snow deposit (LDM.2.q.)	Show snow deposit areas on plan	A long snow deposit area is shown along the bypass lane.	Yes	
LANDSCAPING REQUIREMENTS				
Berms, Walls and ROW Planting Requirements				
Berms				
• 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 of loam with 6" top layer of topsoil.				
Residential Adjacent to Non-residential (Sec 5.5.3.A) & (LDM 1.a)				
Berm requirements (Zoning Sec 5.5.A)	The site is not adjacent to residential property so this screening is not required.	No berm is proposed.	Yes	
Walls (LDM 2.k & Zoning Sec 5.5.3.vi)				
Material, height and type of construction footing	Freestanding walls should have brick or stone exterior with masonry or concrete interior	No new walls are proposed.	NA	
Walls greater than 3 ½ ft. should be designed and sealed by an Engineer		None		
ROW Landscape Screening Requirements (Sec 5.5.3.B. ii) and (LDM 1.b)				
Greenbelt width (2)(3) (5)	• Adjacent to pkg: 20 feet • Not adjacent to pkg: 25 feet	• 12 Mile Rd: 45 ft • Cabaret Dr: 37 ft	• Yes • Yes	
Berm requirements (Zoning Sec 5.5.3.A.(5))				
Min. berm crest width	• Adjacent to pkg: 2 ft • Not adj to pkg: 0 ft	• 12 Mile Rd: 0 ft • Cabaret Dr: 0 ft	• Yes • Yes	As the site is below both roads, berms are not feasible

Item	Required	Proposed	Meets Code	Comments
Minimum berm height (9)	• Adjacent to pkg: 3 ft • Not adj to pkg: 0 feet	• 12 Mile Rd: 0 ft • Cabaret Dr: 0 ft	• Yes • Yes	See above
3' wall	(4)(7)	None		
Canopy deciduous or large evergreen trees Notes (1) (10)	• Adj to pkg: 1 tree/35 ft • Not adj to pkg: 1 tree/60 feet 12 Mile Road: $240/60 = 4$ trees Cabaret Dr.: $250/60 = 4$ trees	• 12 Mile Rd: 18 trees (12 existing + 6 new trees) • Cabaret Dr: 8 trees (all existing)	• Yes • Yes	
Sub-canopy deciduous trees Notes (2)(10)	• Adj to pkg: 1 tree/20 lf • Not adj to pkg: 1 tree/40 lf 12 Mile Road: $240/40 = 6$ trees Cabaret Dr.: $250/40 = 6$ trees	• 12 Mile Rd: 6 trees (2 existing + 4 new trees) • Cabaret Dr: 9 trees (all existing)	• Yes • Yes	See above
Canopy deciduous trees in area between sidewalk and curb <i>(Novi Street Tree List)</i>	• Adj to pkg: 1 tree/35 lf • Not adj to pkg: 1 tree per 35 lf 12 Mile Road: $240/35 = 7$ trees Cabaret Dr.: $250/35 = 7$ trees	• 12 Mile Rd: 0 trees • Cabaret Dr: 0 trees	• No • No	1. 12 Mile Road: Sight visibility concerns make street trees undesirable 2. Cabaret Drive: There is no room in the right-of-way for street trees. 3. Due to the above factors, no street trees are required for this project.
Cross-Section of Berms (LDM 2.j)				
Slope, height and width	• Label contour lines • Maximum 33% • Constructed of loam • 6" top layer of topsoil	No berms are proposed	NA	
Type of Ground Cover		NA		
Setbacks from Utilities	Overhead utility lines and 15 ft. setback from edge of utility or 20 ft. setback from closest pole	No utilities or trees are shown on plan	NA	
Parking Area Landscape Requirements LDM 1.c. & Calculations (LDM 2.o.)				
General requirements <i>(LDM 1.c)</i>	• Clear sight distance within parking islands • No evergreen trees	No landscaping is proposed	Yes	
Name, type and number of ground cover <i>(LDM 1.c.(5))</i>	As proposed on planting islands	Seed is indicated with hatching	Yes	

Item	Required	Proposed	Meets Code	Comments
General (Zoning Sec 5.5.3.C.iii)				
Parking lot Islands (a, b. i)	- A minimum of 200 SF to qualify - Minimum 200 SF per tree planted in island 6" curbs - Islands minimum width 10' BOC to BOC	- Islands' areas in SF are shown. - All islands are large enough.	Yes	
Curbs and Parking stall reduction (c)	Parking stall can be reduced to 17' and the curb to 4" adjacent to a sidewalk of minimum 7 ft.	Vacuum spaces are 20 feet long	No	Spaces could be shortened to 17 ft if spaces have 2 ft of overhang available, or at least 19 feet.
Contiguous space limit (i)	- Maximum of 15 contiguous spaced - All endcap islands should also be at least 200sf with 1 tree planted in it.	No bay is longer than 12 spaces	Yes	
Plantings around Fire Hydrant (d)	- No plantings with matured height greater than 12' within 10 ft. of fire hydrants of utility structures (manholes, catch basins). - Trees also need to have at least 5 feet between the trunk and underground utility lines.	- One existing hydrant is shown just east of the property, near the emergency access entry. - No landscaping blocks it.	Yes	
Clear Zones (LDM 2.3.(5))	The Road Commission for Oakland County (RCOC) clear vision zone is required for Twelve Mile Road as it is their jurisdiction.	No existing or proposed plantings block the Cabaret/Twelve Mile Road intersection visibility	Yes	
Category 1: For OS-1, OS-2, OSC, OST, B-1, B-2, B-3, C, NCC, EXPO, FS, TC, TC-1, RC, Special Land Use or non-residential use in any R district (Zoning Sec 5.5.3.C.iii)				
A = Total square footage of vehicular use area up to 50,000 sf x 7.5%	$A = x \text{ SF} \times 7.5\% = A \text{ sf}$ Vacuum area: $9094\text{sf} \times 7.5\% = 682\text{sf}$	Calculation is provided	Yes	
B = Total square footage of additional paved vehicular use areas over 50,000 SF) x 1 %	$B = x \text{ SF} \times 1\% = B \text{ sf}$	NA		
Category 2: For: I-1 and I-2 (Zoning Sec 5.5.3.C.iii)				
A = Total square footage of vehicular	$A = x \text{ SF} \times 6\% = A \text{ sf}$	NA		

Item	Required	Proposed	Meets Code	Comments
use area up to 50,000 sf x 5%				
B = Total square footage of additional paved vehicular use areas over 50,000 SF x 0.5 %	$B = (x \text{ SF} - 50000) \times 0.5\%$	NA		
All Categories				
C = A+B Total square footage of landscaped islands required	- C = A + B - C = 682 sf + 0 = 682sf	908 sf	Yes	
D = D/200 Number of canopy trees required	- D = C/200 = xx Trees - D = 682/200 = 3 trees	3 trees	Yes	
Parking Lot Perimeter Trees (Sec 5.5.3.C.iv)	1 Canopy tree per 35 lf 357 lf/35 = 10 trees	8 trees – 2 trees on west side of the vacuum lot and 6 shared parking lot perimeter and accessway perimeter trees on the east side of the lot. - The double-counted trees southwest of the vacuum lot are not close enough to count as parking lot perimeter trees.	No	<u>Two of the accessway perimeter trees at the north end of the vacuum lot within 15 feet of the vacuum lot could be labeled as shared trees and thus meet the perimeter requirement.</u>
Accessway perimeter trees (Sec 5.5.3.C.iv.j)	1 tree per 35 lf 1333lf/35 = 38 trees Greenbelt and parking lot perimeter trees within 15 feet of the accessway may also be used to count toward the required accessway perimeter trees.	29 trees: 15 New A trees 8 New A/T trees 6 Preserved trees 7 trees would be required along the west side of the west drive, based on the length of that section.	No	1. Unless the utility easement along the west side of the site does not allow it, the entire perimeter should be counted toward the total. 2. Please add the wording of the easement regarding plantings to the landscape plans or include it with the response letter. 3. A landscape deviation would be required for the lack of 7 trees along the west side of the west

Item	Required	Proposed	Meets Code	Comments
				drive. <i>It would be supported if proof of the easement's restrictions is provided, but not until then.</i> 4. A landscape deviation would still be required for the shortage of 2 trees provided. <i>It would not be supported by staff. Please provide two more accessway perimeter trees. The three right-of-way serviceberries could be moved northward in the greenbelt to provide room for a tree there, and another could be added north of the handicap parking space.</i> 5. <i>Some of the A trees crowded along the north half of the site should be moved to the south edge of the southern accessway, where the replacement NS trees are.</i>
Other Landscaping				
Other Screening				
Screening of outdoor storage, loading/unloading (Zoning Sec. 3.14, 3.15, 4.55, 4.56, 5.5)		No loading zone is indicated – a zoning variance is requested to not provide one	TBD	
Transformers/Utility boxes (LDM 1.e from 1 through 5)	• A minimum of 2ft. separation between box and the plants • Ground cover below 4" is allowed up to pad. • No plant materials within 8 ft. from the doors	No utility boxes are shown	TBD	1. <u>Provide proper screening for any transformer on the plan.</u> 2. <u>Add the required screening plantings to the Final Site Plan.</u>
Building Foundation Landscape Requirements (Sec 5.5.3.D)				

Item	Required	Proposed	Meets Code	Comments
Interior site landscaping SF	- Equal to entire perimeter of the building (less paved access areas) x 8 with a minimum width of 4 ft. - A minimum of 75% of the building should have foundation landscaping. 390 lf x 8ft = 3120 SF	3290 sf (hatched areas indicating areas to be landscaped)	Yes	<u>Please provide detailed landscaping plans on the Final Site Plans.</u>
<i>Zoning Sec 5.5.3.D.ii. All items from (b) to (e)</i>	If visible from public street a minimum of 60% of the exterior building perimeter should be covered in green space	82% of the Twelve Mile Road building face and 97% of the Cabaret Drive building face are landscaped	Yes	
Detention/Retention Basin Requirements (Sec. 5.5.3.E.iv)				
Planting requirements (Sec. 5.5.3.E.iv)	- Clusters of large native shrubs shall cover 70-75% of the basin rim area located at 10 feet above the permanent water level or pond bottom if it's a dry pond. - Canopy trees at 1/35lf of the east, south and west sides of the pond, located at about 10 feet away from the permanent water level 10" to 14" tall grass along sides of basin - Refer to wetland for basin mix	No new above-ground detention is required by engineering and no detention basin landscaping is proposed	Yes	
Phragmites Control (Sec 5.5.6.C)	- Any and all populations of Phragmites australis and/or Japanese knotweed on the site shall be included on tree survey. - Treat populations per MDEQ guidelines and requirements to eradicate the weed from the site.	A note indicates that neither Phragmites nor Japanese Knotweed is on the site.	Yes	
LANDSCAPING NOTES, DETAILS AND GENERAL REQUIREMENTS				
Landscape Notes – Utilize City of Novi Standard Notes				
Installation date	• Provide intended	Between Mar 15	Yes	

Item	Required	Proposed	Meets Code	Comments
(LDM 2.l. & Zoning Sec 5.5.5.B)	- dates - Should be between March 15 and November 15.	and Nov 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.	Both notes are included	Yes	
Plant source (LDM 2.n & LDM 3.a.(2))	Shall be northern nursery grown, No.1 grade.	Yes	Yes	
Irrigation plan (LDM 2.s.)	A method for providing the water required for plant establishment and long-term survival must be provided.	A note indicates that an irrigation system will be provided.	TBD	<u>Need for final site plan</u> <u>Please provide either an irrigation system plan or information regarding the alternative method that will be used to water the plants</u> <u>If an irrigation system will be used, it should meet the requirements listed at the end of the chart.</u>
Establishment period (Zoning Sec 5.5.6.B)	2 yr. Guarantee	Yes	Yes	
Approval of substitutions. (Zoning Sec 5.5.5.E)	City must approve any substitutions <u>in writing</u> prior to installation.	Yes	Yes	
Plant List (LDM 4, 11)) – Include all cost estimates				
Quantities and sizes	- A minimum of 50% of species used on the site, not including any woodland replacements, must be native to Michigan. - The Tree Diversity standards of the Landscape Design Manual Section 4 must be met for all non-woodland replacement trees used. - No Prohibited Species listed on Table	A plant list for all but foundation plantings is included	Yes	<u>Please add the foundation plantings to the plant list on the Final Site Plans at the latest.</u>
Root type		Yes	Yes	
Botanical and common names		7 of 11 species (64%) are native to Michigan - The tree diversity requirement is met for all but the Tupelo	- Yes - No	<u>Please reduce the number of Nyssa sylvatica to no more than 6 trees (15% of total number of trees) by using an additional species or more of an underused species.</u>
Type and amount of lawn		Seed is indicated	Yes	

Item	Required	Proposed	Meets Code	Comments
	11.b.(2)b may be used.			
Cost estimate (LDM 2.t)	For all new plantings, mulch and sod as listed on the plan	No	No	1. Please add on Final Site Plans. 2. Include the foundation plantings in the plant list and cost estimate.
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	
Multi-stem Tree		No	TBD	Please add the detail if multi-stem trees will be used.
Shrub		Yes	Yes	
Perennial/ Ground Cover		Yes	Yes	
Tree stakes and guys. (Wood stakes, fabric guys)		No	No	Please add the detail. The city standard detail is available upon request.
Tree protection fencing	Located at Critical Root Zone (1' outside of dripline)	Yes	Yes	
Other Plant Material Requirements (LDM 3)				
General Conditions (LDM 3.a)	Plant materials shall not be planted within 4 ft. of property line	Yes	Yes	
Plant Materials & Existing Plant Material (LDM 3.b)	Clearly show trees to be removed and trees to be saved.	<u>9 trees are being removed</u> 2 sycamores 1 oak 6 crabapples 9 replacements are proposed	Yes	1. An extra replacement for the larger tree is not required. 2. Please add two sycamores along the southern entry drive at 1/35th to replace the two that are being removed. 3. Please consider using crabapples and an oak to replace those removed in the same areas as the removed trees to maintain a similar appearance for the greenbelt.
Landscape tree credit (LDM 3.b.(d))	• Substitutions to landscape standards for preserved canopy	None taken		

Item	Required	Proposed	Meets Code	Comments
	trees outside woodlands/ wetlands should be approved by LA. • Refer to Landscape tree Credit Chart in LDM			
Plant Sizes for ROW, Woodland replacement and others (LDM 3.c)	Refer to Landscape Design Manual for requirements	Yes		
Plant size credit (LDM 3.c.(2))	NA	No		
Prohibited Plants (LDM 3.d)	No plants on City Invasive Species List	No prohibited plants are proposed	Yes	
Recommended trees for planting under overhead utilities (LDM 3.e)	Label the distance from the overhead utilities	No overhead lines existing on the site	NA	
Collected or Transplanted trees (LDM 3.f)		No		
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.	Indicated in notes and details	Yes	
NOTES: 1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards. 2. The section of the applicable ordinance or standard is indicated in parenthesis. For the landscape requirements, please see the Zoning Ordinance landscape section 5.5 and the Landscape Design Manual for the appropriate items under the applicable zoning classification.				

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.

TRAFFIC REVIEW



AECOM
39575 Lewis Dr, Ste. 400
Novi
MI, 48377
USA
aecom.com

Project name:
JZ24-02 – Jax Kar Wash Initial PRO Traffic Review

From:
AECOM

Date:
March 13, 2024

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

CC:
Lindsay Bell, James Hill, Ian Hogg, Heather Zeigler,
Humna Anjum, Diana Shanahan, Adam Yako

Memo

Subject: JZ24-02 – Jax Kar Wash Initial PRO Traffic Review

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

GENERAL COMMENTS

1. The applicant, Jax Kar Wash, is proposing a 6,212 SF Jax Kar Wash.
2. The development is located at the northwest corner of the Fountain Walk Center, south of Twelve Mile Road and east of Cabaret Drive. Cabaret Drive is under the jurisdiction of the City of Novi.
3. The site is zoned RC (Regional Center). The applicant is requesting to rezone to B-3 with a PRO.
4. There following traffic related deviations may be required if changes are not made to the plans:
 - a. Lack of loading zone.

TRAFFIC IMPACTS

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

ITE Code: 948 – Automated Car Wash
Development-specific Quantity: 1 Tunnel
Zoning Change: RC to B-3 with PRO

Trip Generation Summary	Estimated Trips	Estimated Peak-Direction Trips	City of Novi Threshold	Above Threshold?
AM Peak-Hour Trips	-	-	100	No
PM Peak-Hour Trips	78	39	100	No
Daily (One-Directional) Trips	-	N/A	750	No

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

Trip Impact Study Recommendation	
Type of Study:	Justification
None	N/A

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	20'	Met	
2	Driveway Width O Figure IX.3	24'	Met	
3	Driveway Taper O Figure IX.11	-	N/A	
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	-	N/A	
6	Driveway spacing			
6a	Same-side O 11.216.d.1.d	-	N/A	
6b	Opposite side O 11.216.d.1.e	-	N/A	
7	External coordination (Road agency)	-	N/A	
8	External Sidewalk Master Plan & EDM	-	N/A	
9	Sidewalk Ramps EDM 7.4 & R-28-J	-	N/A	
10	Any Other Comments:			

INTERNAL SITE OPERATIONS				
No.	Item	Proposed	Compliance	Remarks
11	Loading zone ZO 5.4	Not indicated	Inconclusive	Provide in future submittal. A deviation will be required if not provided.
12	Trash receptacle ZO 5.4.4	Indicated	Met	
13	Emergency Vehicle Access	Provided	Met	

INTERNAL SITE OPERATIONS				
No.	Item	Proposed	Compliance	Remarks
14	Maneuvering Lane ZO 5.3.2	21' and 24'	Met	
15	End islands ZO 5.3.12			
15a	Adjacent to a travel way	Dimensioned	Met	
15b	Internal to parking bays	-	N/A	
16	Parking spaces ZO 5.2.12			See Planning review letter.
17	Adjacent parking spaces ZO 5.5.3.C.ii.i	Proposed parking along existing bay of parking	Met	Refer to City approval for lack of internal island for more than 15 spaces, as it is grandfathered in.
18	Parking space length ZO 5.3.2	20' and matching existing at employee spaces	Met	
19	Parking space width ZO 5.3.2	12' at vacuum stations and 9'	Met	
20	Parking space front curb height ZO 5.3.2	4" indicated	Not Met	6" is the standard curb height in front of parking spaces that are greater than 17' in length.
21	Accessible parking – number ADA	1 proposed, 1 required	Met	
22	Accessible parking – size ADA	Dimensioned	Met	
23	Number of Van-accessible space ADA	1 proposed, 1 required	Met	
24	Bicycle parking			
24a	Requirement ZO 5.16.1	2 required, 4 proposed	Met	
24b	Location ZO 5.16.1	Indicated	Met	
24c	Clear path from Street ZO 5.16.1	7'	Met	
24d	Height of rack ZO 5.16.5.B	3'	Met	
24e	Other (Covered / Layout) ZO 5.16.1	Not indicated	Inconclusive	Provide layout and dimensions in future submittal.
25	Sidewalk – min 5' wide Master Plan	7'	Met	
26	Sidewalk ramps EDM 7.4 & R-28-K	Indicated	Met	Update detail R-28 to the latest version "K" in future submittal.
27	Sidewalk – distance back of curb EDM 7.4	-	N/A	Not required along parking.
28	Cul-De-Sac O Figure VIII-F	-	N/A	
29	EyeBrow O Figure VIII-G	-	N/A	
30	Drive-Through ZO 5.3	Bypass lane proposed, 25 stacking spaces prior to tunnel and 3 spaces beyond tunnel	Met	Dimension width of stacking space between the concrete pads.
31	Any Other Comments:			

SIGNING AND STRIPING				
No.	Item	Proposed	Compliance	Remarks
32	Signing: Sizes MMUTCD	Indicated	Met	
33	Signing table: quantities and sizes	Indicated	Met	
34	Signs 12" x 18" or smaller in size shall be mounted on a galvanized 2 lb. U-channel post MMUTCD	Indicated	Met	
35	Signs greater than 12" x 18" shall be mounted on a galvanized 3 lb. or greater U-channel post MMUTCD	Indicated	Met	
36	Sign bottom height of 7' from final grade MMUTCD	Indicated	Met	
37	Signing shall be placed 2' from the face of the curb or edge of the nearest sidewalk to the near edge of the sign MMUTCD	Indicated	Met	
38	FHWA Standard Alphabet series used for all sign language MMUTCD	Indicated	Met	
39	High-Intensity Prismatic (HIP) sheeting to meet FHWA retro-reflectivity MMUTCD	Indicated	Met	
40	Parking space striping notes	Partially Indicated	Partially Met	Label striping to delineate stacking spaces in future submittal.
41	The international symbol for accessibility pavement markings ADA	Indicated	Met	
42	Crosswalk pavement marking detail	Indicated	Met	
43	Any Other Comments:	Could add a "Do Not Enter" sign at tunnel exit.		

Note: Hyperlinks to the standards and Ordinances are for reference purposes only, the applicant and City of Novi to ensure referring to the latest standards and Ordinances in its entirety.

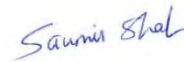
Should the City or applicant have questions regarding this review, they should contact AECOM for further clarification.

Sincerely,

AECOM



Paula K. Johnson, PE
Senior Transportation Engineer



Saumil Shah, PMP
Project Manager

FAÇADE REVIEW



March 5, 2024

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

Façade Review Status:

Approved, Section 9 Waiver Recommended

Attn: Ms. Barb McBeth – Director of Community Development

Re: **FACADE ORDINANCE – Initial PRO Plan**
Jax Car Wash, JZ24-02
Façade Region: 1, Zoning District: RC

Dear Ms. McBeth:

The following Façade Review is based on the drawings prepared by F.A.Studio, dated 1/17/24. The percentages of materials for each façade are shown in the table below. The maximum and minimum percentages required by the Façade Ordinance are shown in the right-hand column. The Sample Board required by Section 5.15.4.D of the Ordinance was provided and indicates carefully coordinated earth-toned colors.

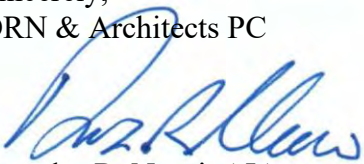
	North (Front)	West (2nd Front)	East	South	Ordinance Maximum (Minimum)
Brick	56%	56%	60%	60%	100% (30%)
Horizontal Lap Siding (Fiber Cement), Painted	8%	10%	9%	9%	0%
Asphalt Shingles	36%	34%	31%	31%	25%

As shown above the percentage of Horizontal Lap Siding and Asphalt Shingles exceed the maximum amounts allowed by the Façade Ordinance on all facades. In this case the relatively small deviations are not detrimental to the overall design of the building and are consistent with the intent and purpose of the Ordinance. A Section 9 Waiver is therefore recommended for the overage of Horizontal Lap Siding and Asphalt Shingles.

Notes to the Applicant:

1. Dumpster Enclosure - Three sides of the dumpster enclosure should be constructed of brick matching the brick used on the primary building.
2. All roof top equipment must be concealed from view from all vantage points both on-site and off-site using extended parapets or roof screens constructed of materials in compliance with the Façade Chart and harmonious with other façade materials.
3. Inspections – The Ordinance requires Façade Inspection(s) for all projects. It is the applicant's responsibility to request the inspection at the appropriate time (before installation). Inspections may be requested using the Novi Building Department's Online Inspection Portal with the following link. Please click on "Click here to Request an Inspection" under "Contractors", then click "Façade".
<http://www.cityofnovi.org/Services/CommDev/OnlineInspectionPortal.asp>.

Sincerely,
DRN & Architects PC



Douglas R. Necci, AIA

FIRE REVIEW



March 1, 2024

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

CITY COUNCIL

Mayor

Justin Fischer

Mayor Pro Tem

Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

Matt Heintz

Priya Gurumurthy

City Manager

Victor Cardenas

Director of Public Safety

Chief of Police

Erick W. Zinser

Fire Chief

John B. Martin

Assistant Chief of Police

Scott R. Baetens

Assistant Fire Chief

Todd Seog

Novi Public Safety Administration

45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

RE: Jax Kar Wash

PRZ24-0001

Project Description:

Build a car wash off Cabaret Dr. and 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.
- Fire apparatus access drives to and from buildings through parking lots shall have a minimum fifty (50) feet outside turning radius and designed to support a minimum of thirty-five (35) tons. **(D.C.S. Sec 11-239(b)(5))**
- 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)**
- The minimum width of a posted fire lane is 20 feet. The minimum height of a posted fire lane is 14 feet. **(D.C.S Sec. 158-99(a).)**

- 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)**
- A hazardous chemical survey is required to be submitted to the Planning & Community Development Department for distribution to the Fire Department at the time any Preliminary Site Plan is submitted for review and approval. Definitions of chemical types can be obtained from the Fire Department at (248) 735-5674.

Recommendation:

Approved with Condition

Sincerely,

A handwritten signature in black ink, appearing to read 'KSP', with a long horizontal stroke extending to the right.

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

cc: file

APPLICANT RESPONSE LETTERS

LAW OFFICES
LANDRY, MAZZEO, DEMBINSKI & STEVENS, P.C.

37000 GRAND RIVER AVENUE, SUITE 200
FARMINGTON HILLS, MICHIGAN 48335

www.lmdlaw.com

D. B. LANDRY
dlandry@lmdlaw.com

Office: (248) 476-6900

Direct: (248) 919-3783

Fax: (248) 476-6564

August 13, 2024

VIA EMAIL: LBell@cityofnovi.org

Attn: Ms. Lindsay Bell
City of Novi
Planning Department
45175 West 10 Mile Road
Novi, MI 48375-3042

RE: Jax Kar Wash Novi.
JZ 24-02
Application for rezoning with PRO(second step) and Approval of Preliminary Site
Plan
Follow-up Response Letter

Dear Ms. Bell:

Please accept this as a follow-up response letter to the ALLreviews and the letter we received from the City on July 19, 2024.

I have enclosed herein as Exhibit 1 a copy of a noise impact statement which was requested by the City.

Attached hereto as Exhibit 2 is a narrative responding to the ALLreview letter of the City. This letter provides justification for the deviation requested for the overhead door, as well as the dumpster location and the lack of loading/unloading zone. With the respect to the deviation requested for the correlated color temperature the applicant agrees to satisfy this City requirement at the final site plan stage. The applicant is also requesting a Section 9 waiver for the minor overages on horizontal lap siding and asphalt shingles.

With respect to the landscaping deviation sought for the lack of accessway perimeter trees the attached response narrative of the PEA Group, quotes from the Consumers Energy who specially provides "shrubs under 7' at maturity can normally be allowed if they are at least 5' away from the pipe line". As stated in the attached response narrative there is only 7 feet between the center line of the gas main and the east edge of the proposed side walk, and thus, there is not sufficient room to allow for the installation of such landscaping in this area. Accordingly, we are requesting a deviation with respect to this accessway perimeter trees.

I have also attached hereto as Exhibit 3, color renderings of the overall development as well as the two proposed pedestrian nodes which include two covered seating areas along 12 Mile Road. These paved nodes would include concrete pads, benches, and a metal pergola covering. In addition, two decorative curved walls are proposed to be constructed, one at the corner of 12 Mile Road and Cabaret Drive and the other at the corner of Cabaret and the entrance to Fountain Walk. These walks could include signage identifying the center if such signage would be allowable under the City of Novi sign ordinance. No signage for Jax Kar Wash would be included on these walls. The stone walls would match the existing wall located at the West Oaks and Donelson Drive entrance. These walls would be approximately 30 inches high and approximately 10 feet in length. Renderings are attached hereto.

We look forward to appearing before the City of Novi planning commission on August 28, 2024 as we seek a recommendation of approval for the PRO from the planning commission and also approval of the preliminary site plan.

If there is anything further requested by the City, please feel free to contact me at any time.

Very truly yours,

LANDRY, MAZZEO, DEMBINSKI & STEVENS, P.C.

/s/ David B. Landry
David B. Landry

DBL/sh

Cc: Ms. Barbara McBeth (via Email)

Mr. Todd Gesund (via Email)

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1



K&S Engineers, LLC
Consultants in Acoustics, Noise and Vibration

2024-021
July 26, 2024

Mr. Todd Gesund
Vice-President
Jax Kar Wash
26777 Central Park Blvd., Suite 180
Southfield, MI 48076

Subject: **Car Wash Community Noise Impact Statement**
re: Jax Kar Wash – Novi, MI

Dear Mr. Gesund:

At your request and authorization, K & S Engineers, LLC (K&SE) has conducted a reviewed for the proposed Jax Kar Wash to be located on the southeast corner of 12 Mile Road and Cabaret Drive, in Novi, MI. For this review, we have utilized the measurements and modeling that we have conducted previously for Jax Kar Wash. The most prominent sources of noise from the proposed Jax Kar Wash are expected to include the drive-thru car wash and the vacuum stations. We used this information to estimate the likely sound levels at the adjacent properties and compare this to the City of Novi Ordinance noise standards.

Proposed Site

The location of the proposed Jax Kar Wash is on the southeast corner of 12 Mile Road and Cabaret Drive. Properties to the northeast, east, south, and west of the proposed car wash are zoned commercial. Properties to the northwest are zoned residential. **Exhibit 1** provides an aerial view of the proposed car wash site with the adjacent properties.

Our review was based on the location of property lines, and our previous experience with sound level measurements of other Jax Kar Wash facilities and equipment. Information for the proposed Jax Kar Wash site was provided in the site plan prepared by PEA Group dated Feb. 9, 2024.

City of Novi Noise Code

The City of Novi Code, Zoning Ordinance, Section 5.14 Performance Standards, Subsection 10 Noise, restricts property line noise levels to 75dB(A) daytime and a 70dB(A) nighttime for business and commercial zones. Furthermore, it restricts property line noise levels to 60dB(A) daytime and 55dB(A) nighttime for residential zones. Daytime is defined as 7AM – 10PM with Nighttime occupying 10PM – 7AM.

Sound Level Expectations for the Proposed Jax Kar Wash

The proposed car wash will have various sources of sound from the equipment on site and patron activities. Jax Kar Wash sources include:

- Wash operation sound generated from wash equipment and dryers, emitting from the entrance and exit.
- A centralized vacuum system with the vacuum motor located within the building, and vacuum lines running underground from the building to the vacuum stations.
- Compressed air nozzles at the vacuum stations, with compressed air lines running underground, supplied from a central compressor within the building.
- Vehicles moving on site at slow speeds, typically less than 10 MPH.

The expected sound levels from the operations of the Jax Kar Wash at the adjacent properties are:

- 63 dB(A) at the Commercial Property (Vibe Credit Union) 160-feet to the west
- 60 dB(A) at the Commercial Property Entrance (Buddy's Pizza) 280 to 180-feet southeast
- 45 dB(A) at the Residential Property 300-feet to the northwest
- 45 dB(A) at the Commercial Property 300-feet to the northeast

These expected sound levels are below the residential and commercial noise limits for daytime and nighttime. Furthermore, the Jax Kar Wash will only operate during daytime hours. Based on our review of the proposed Jax Kar Wash operations, we expected the proposed car wash to comply with the City of Novi ordinance noise limits at all adjacent properties.

Mr. Gesund, we hope the information from our review is informative and helpful. Should you need additional assistance, do not hesitate to contact us.

Sincerely,
K & S ENGINEERS, LLC



Darren Brown, P.E.
INCE Board Certified
Principal Consultant

EXHIBIT 1

AERIAL IMAGE OF THE PROPOSED JAX KAR WASH
SHOWING THE PROXIMITY OF ADJACENT PROPERTIES AND ZONING

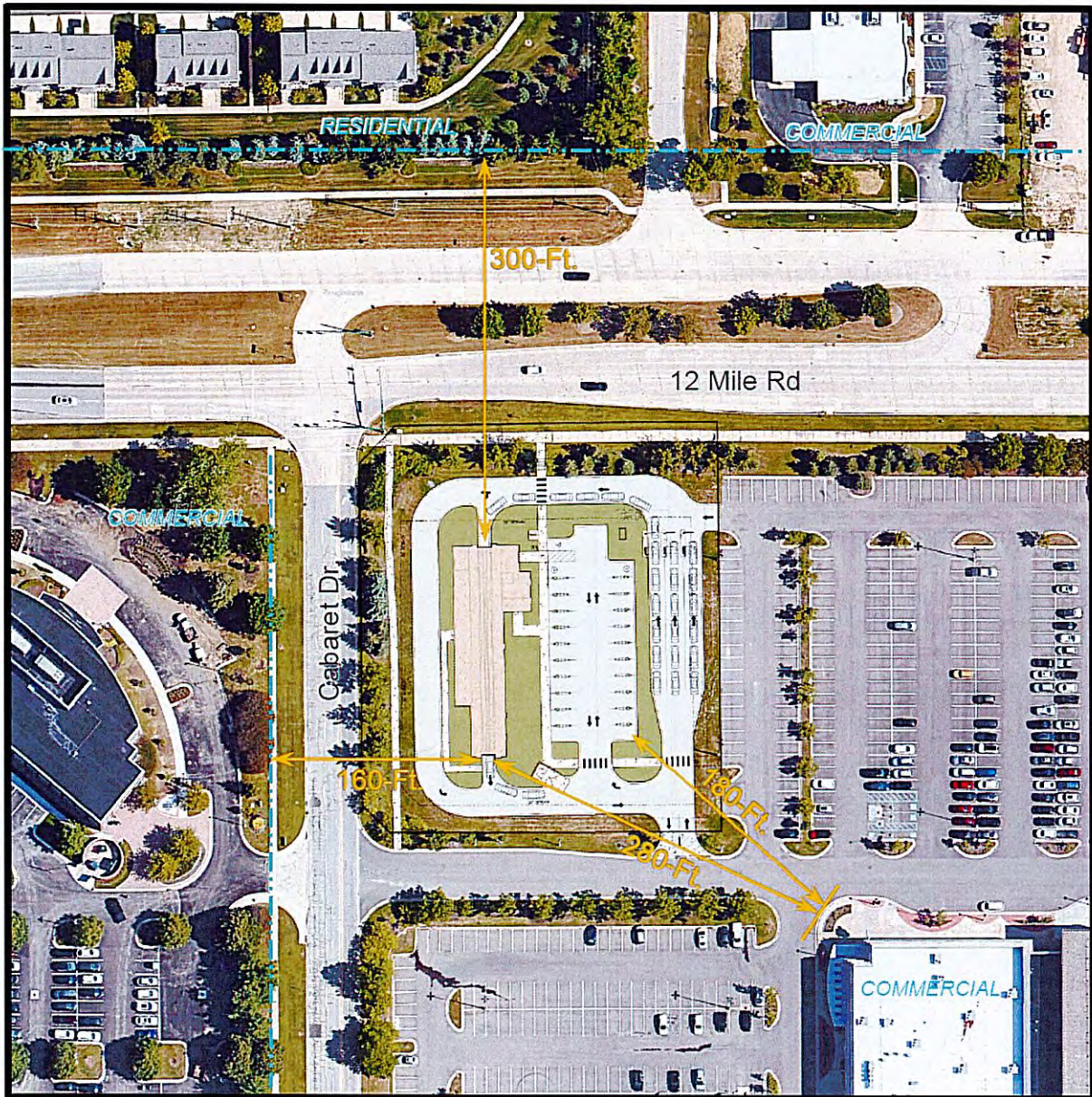


EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

1849 Pond Run
Auburn Hills, MI 48326

844.813.2949
peagroup.com

August 08, 2024
Project No.: 23-1246

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

RE: Jax Kar Wash JZ24-02

Dear Ms. Bell:

Based upon the comments in the review letter of July 17, 2024, please note following response regarding the comments:

Planning Review:

Ordinance Deviations:

1. Overhead Door (Section 3.10.1.A)

- Because the subject parcel has essentially three (3) frontage yards (Twelve Mile Road, Cabaret Drive, and Mall Access Drive) the location of the overhead doors associated with the car wash tunnel for this project will be visible regardless of how the car wash is configured. The proposed use as a drive thru car wash with one directional operation requires the installation of two overhead doors. It is for this reason that a deviation is being requested.

2. Dumpster (Section 4.19.2F)

- The dumpster has been shifted to the north to be placed "behind" the front of the building. This location places the dumpster 6' from the building, where 10' is required. We are requesting a deviation for the location of the dumpster.

3. Loading/Unloading (Section 5.4.2)

- The proposed car wash does not have a specific need for loading/unloading area for its business operations. We are requesting a deviation to not install a loading/unloading area.

4. Parking Lot Landscaping (Section 5.5.3C)

- The deficiencies in the proposal landscape plan are related to the fact that the location of the existing gas main is located immediately west of the proposed bypass lane and east of the proposed sidewalk. The situation leaves limited room available for the installation of landscaping. We have spoken with an Asset Manager with Consumers Energy and was told

that they will permit **“Shrubs under 7’ at maturity can normally be allowed if they are at least 5’ away from the pipeline”**. Unfortunately, there is only 7’ between the centerline of the gas main and the east edge of the proposed sidewalk. So, there is not sufficient room to allow for the installation of landscaping. We are requesting a deviation to not install landscaping in this area.

5. Correlated Color Temperature (Section 5.7.3F)

- The correlated color temperature will be revised to meet the Zoning Ordinance Requirements of 3000K on the final site plan submittal drawings, therefore no waiver is required.

6. Section 9 Waiver (Section 5.15)

- A waiver is being requested for the overage on horizontal lap siding and asphalt shingles.

Planning Review Chart:

Overhead Door

- The location of the proposed overhead door facing Twelve Mile Road will require a variance from the Zoning Board of Appeals.

Parking Setback

- The proposed proposal line on the east side will require a parking setback deviation.

Parking, Loading and Dumpster Requirements:

- A legal agreement for the five (5) off-site parking spaces will be provided as a part of the final site plan approval.

Posted Fire Lanes:

- The height of the EXP structure shall be indicated on the final site plan submittal drawings.

Bike Parking:

- The layout of the bike parking will be included in the final site plan drawings

Loading Spaces:

- We are requesting a deviation to not install a loading/unloading area

Dumpster:

- We are requesting a deviation for the location of the dumpster.

Outdoor Vacuums:

- A copy of the noise study related to the vacuums and car wash is included with this response letter.

Vacuum Enclosure:

- The proposed vacuum system is located within the proposed building, see sheet PFP-1 Floor Plan for details. It's denoted as "Vacuum Room".

Noise Specifications:

- A copy of the noise study related to the vacuums and car wash is included with this response letter.

Economic Impact:

- The economic impact will be provided with the final site plan approval documents.

Parcel Split:

- The proposed development will require a land division approval to create the development parcel.

Lighting Plan

- The lighting plan will be updated for the final site plan submittal

Building Lighting:

- A photometric plan and details for the building lighting will be provided at final site plan submittal.

Color Spectrum Management:

- The correlated color temperature will be revised on the final site plan submittal drawings.

Indoor Lighting

- Indoor lighting shall comply with the ordinance requirements.

Security Lighting:

- Any afterhours security lighting shall be indicated on the final site plan submittal.

Maximum Illumination

- Lighting levels at the sidewalks and building entrances shall be indicated on the final site plan submittal

Landscaping:

Ordinance Considerations

- If the existing landscape is damaged during grading, the plantings will be replaced. (Section 37)

- A deviation is requested for parking lot landscaping, see page 1. #4 of this document. (Section .5.3C)

Landscape Review summary Chart:

Landscape Plan Requirements:

- Signed and Sealed Landscape Plan will be provided for final site plan submittal.
- The hatching for the easements will be lightened up on the final site plan submittal.
- The soil type map will be indicated on the final site plan submittal.
- Reducing the impact of grading on existing plantings will be maximized as much as possible.
- Gas Main easement restrictions are noted above.
- Proposed lighting shall be shown on the Landscape plans and will avoid conflict with trees.
- JAX Kar Wash parking space depth standard is 20 feet for vacuum spaces.

Irrigation:

- Irrigation plan will be revised per the comments received.

Engineering

All comments will be addressed on the final site plan submittal.

Traffic Engineering Review/Traffic Study

- No comments received

Fire

No comments.

If you should have any questions, please feel free to contact this office.

Sincerely,

PEA Group



James P. Butler, PE
Principal/Project Executive

Enclosure: Noise Study

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3



Proposed Exterior Renderings for:



Building Better Communities

F.A.studio
design to inspire



Proposed Exterior Renderings for:



Building Better Communities

F.A.studio
design to inspire



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PLANNING COMMISSION MINUTES

EXCERPT APRIL 24, 2024



PLANNING COMMISSION MINUTES

CITY OF NOVI
Regular Meeting
April 24, 2024 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, Member Becker, Member Dismondy, Member Lynch, Chair Pehrson, Member Roney

Absent Excused: Member Verma

Staff: Barb McBeth, City Planner; Tom Schultz, City Attorney; Lindsay Bell, Senior Planner; Rick Meader, Landscape Architect; Humna Anjum, Plan Review Engineer; Adam Yako, Plan Review Engineer; Jason DeMoss, Wetland/Woodland Consultant

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Motion made by Member Lynch and seconded by Member Avdoulos to approve the April 24, 2024 Planning Commission Agenda.

VOICE VOTE ON MOTION TO APPROVE THE APRIL 24, 2024 PLANNING COMMISSION AGENDA MOVED BY MEMBER LYNCH AND SECONDED BY MEMBER AVDOULOS. *Motion carried 6-0.*

AUDIENCE PARTICIPATION

Chair Pehrson invited members of the audience who wished to address the Planning Commission during the first audience participation to come forward. Seeing no one, Chair Pehrson closed the first public audience participation.

CORRESPONDENCE

There was not any correspondence.

COMMITTEE REPORTS

There were no Committee reports.

CITY PLANNER REPORT

There was no City Planner report.

CONSENT AGENDA - REMOVALS AND APPROVALS

1. JSP18-76 SCENIC PINES

Approval of the request of Singh Development LLC for a one-year extension of the Final Site Plan (3rd request). The subject property is located south of South Lake Drive and east of West Park Drive in the R-4, One-Family Residential Zoning District and Section 3 of the City. The site plan proposes a 25-unit residential site condominium utilizing the One-Family Cluster Option. Final Site Plan approval was granted May 20, 2020, the first one-year extension was granted April 27, 2022

and the second extension was granted April 19, 2023.

Motion to approve the final one year extension for JSP18-76 Scenic Pines made by Member Avdoulos and seconded by Member Lynch.

In the matter of JSP18-76 Scenic Pines, motion to approve a one-year extension of the Final Site Plan approval.

ROLL CALL VOTE ON MOTION TO APPROVE THE ONE YEAR EXTENSION FOR JSP18-76 SCENIC PINES MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH. *Motion carried 6-0.*

PUBLIC HEARINGS

1. JZ24-02 JAX KAR WASH PRO PLAN WITH REZONING 18.744

Public hearing at the request of Jax Kar Wash for initial submittal and eligibility discussion for a Zoning Map Amendment from Regional Center (RC) to General Business (B-3) with a Planned Rezoning Overlay. The subject site is approximately 1.8-acres of the larger 64-acre parcel containing the Fountain Walk commercial center and is located east of Cabaret Drive, south of Twelve Mile Road (Section 15). The applicant is proposing to develop an enclosed car wash tunnel building with exterior vacuum spaces, which is not a permitted use in the RC District.

Senior Planner Lindsay Bell stated the applicant is proposing to rezone a 1.8-acre portion of the larger Fountain Walk at Twelve Mile Crossing commercial center utilizing the Planned Rezoning Overlay option. The vacant site is located south of Twelve Mile Road, to the east of Cabaret Drive. The Liberty Park residential development is to the north, along with a bank. The Vibe Credit Union headquarters is to the west. On the east and south are parking lots for Fountain Walk.

The current zoning of the property is RC Regional Center. The adjacent parcels on the west are OST Office Service Technology. The Liberty Park area is zoned Residential Acreage but developed under a consent judgment as townhouses, with OS-1 Office Service zoning to the northeast.

The Future Land Use Map identifies this property as Regional Commercial with the rest of Fountain Walk. To the west is planned Office, Research, Development and Technology, and the north side of Twelve Mile is Multiple Family Residential, and northeast is Community Office.

There are no regulated natural features on the site, as it was cleared back when Fountain Walk was developed in the early 2000s.

The applicant is proposing to utilize the Planned Rezoning Overlay to rezone to B-3 General Business in order to develop a tunnel car wash, which is not permitted in the current RC district. The initial PRO plan shows a one-story 6,200 square foot building, with outdoor vacuum stations that are typically associated with this type of car wash. Access to the site would be from the existing Fountain Walk driveway off Cabaret Drive, so no new curb cuts are proposed for either public road frontage.

In their narrative, the applicant describes some of the reasons this site has remained vacant in the 20+ years since Fountain Walk was developed, including being limited by lease agreements to not allow a use that would compete with existing tenants of the center. The RC district also requires 100-foot building setbacks, which limits the developable area for a corner site, especially if it is to be split off from the larger parcel. There are also 55-foot and 60-foot-wide gas line easements that run north-south along both sides of the property. An image displayed depicted the gas easements shown in yellow, and the approximate building area with 100-foot setbacks shown as green hatched areas.

The request to rezone includes the condition to limit the use of the property to a car wash, which would prevent it from being redeveloped into another B-3 use such as a gas station or auto dealership, or any other possible use, unless the agreement is amended. Additional conditions proposed include limitations on building height, exceeding the building setbacks of the B-3 District, and approximately doubling the minimum requirement for brick material on the elevations.

Staff and consultants have identified some issues with the proposed rezoning and PRO Plan. One of the biggest questions with the proposal is whether this would be considered spot zoning, since no like or similar B-3 uses are in proximity. There was also not an obvious benefit to the public proposed as required with a PRO. The applicant's response letter indicates they are proposing to donate funds to the Novi Library in order to refurbish and rebuild the teen area. Planning staff does not believe that this is an appropriate public benefit. The proposed payment is unrelated to the project, or the effects of the project, and would not fall within any of the contemplated descriptions of a benefit as stated in the PRO ordinance. The City has previously declined other offers of this kind in connection with zoning approvals.

Engineering notes there is capacity for the water and sewer demands for the proposed use in the public utilities, and stormwater detention is to be treated on-site before being discharged into the existing storm water system.

The proposed parking lot landscaping is deficient, potentially due to the gas easements. Other deviations include the lack of a loading zone and an overhead door facing a public road. The proposed parcel split will also likely cause variances to be required for the parking and building setbacks on the remaining larger Fountain Walk parcel, which may not be able to be incorporated into the PRO agreement, which may require ZBA approval.

The Façade review notes that the building will require Section 9 façade waivers for an overage of fiber cement horizontal siding and an overage of asphalt shingles on all facades. These waivers are supported as they are minor in nature and do not adversely affect the overall aesthetic quality. The amount of brick proposed significantly exceeds the required amount.

Tonight, the Planning Commission is asked to hold the public hearing, and to offer feedback on whether the project meets the requirements of eligibility for Planned Rezoning Overlay proposal. Members may offer comments 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 guidance. Following the Planning Commission public hearing, the project would then go to the City Council for its review and comment on the eligibility.

The applicant Todd Gesund from Jax Kar Wash, along with attorney David Landry, as well as other members of their team, are here representing the project. Staff is also available to answer any questions.

Chair Pehrson invited the applicant to address the Planning Commission.

David Landry introduced himself and stated the applicant is anxious to hear the Planning Commission comments and take them into consideration. The parcel is unique and has been vacant since Fountain Walk opened 22 years ago for two main reasons. First, internal restrictions within Fountain Walk dictate that key tenants, such as a restaurant, can restrict competition. The second reason is unique to the parcel since there are setbacks in the RC district and two very large Consumers Energy easements running north and south. A car wash is one of the only things that will actually fit there.

The applicant is seeking a PRO for only one B-3 use, which would be a car wash. It would be entered into the PRO agreement that if anything other than a car wash is proposed there, the zoning reverts back to RC.

With respect to the PRO ordinance, it requires two things in particular. First, that the proposal has to be stricter than the proposed district B-3. The applicant is proposing lower building height, a greater setback, and a facade with much more brick than is required under the city ordinance. With respect to a lot of façade or landscape issues, those are site plan issues that can be dealt with. This is really the early stage of the PRO process.

Five letters were provided, one from the owner of Fountain Walk, Mr. Michael Zimmerman, who is here this evening and would like to briefly address the Planning Commission, Emagine Theater, Buddy's Pizza, Full Throttle Adrenaline Park, and the Putting Edge. All these businesses in Fountain Walk are supportive of Jax Kar Wash and believe it would be an enhancement to Fountain Walk.

The second aspect of the PRO ordinance is the public benefit. Mr. Landry struggles with this. Clients come to his office and question what a public benefit is. Mr. Landry can only deal with the language of the Ordinance, which says an overall benefit to the public which outweighs any material detriments. The public benefit is not specifically defined for all situations, rather it's defined in relation to the detriments from this development.

We can't assess the public benefit until we first assess the detriment, because the public benefit just has to outweigh the detriment. As for site specific, this parcel has remained undeveloped. The development is limited by the uniqueness of the parcel, with the setbacks and the public utilities. The car wash use fits.

As far as detriments are concerned, ingress and egress are not a problem. There's no entrance or exit off Twelve Mile Road or Cabaret Drive, it's off an interior road. Hours of operation are not a problem. It doesn't have any problem with public services, fire or police. The neighbors consider it a benefit. The proposed building is attractive. The public has an interest in the ongoing success of the entire regional Fountain Walk center. We've always considered I-96 as having a significant effect in the planning of the city, north and south. There are currently no standalone car washes north of I-96.

Jax employs young people and would like to do something for them, and has learned the Novi Public Library wants to expand their teen area, which clearly is jammed every day at 3:00 PM when the high school gets out. Jax is offering to finance the rehabilitation of the teen area and thinks it would be a great way to be a public and business resident of the city.

Mr. Landry submits the public benefit, considering all that, outweighs the detriment. Other than the fact that it is not zoned now for a car wash, Mr. Landry does not see what the detriment is, and neither do the neighbors as they are in full support.

Todd Gesund introduced himself as the Vice President and Director of Expansion for Jax Kar Wash and a car wash lifer having grown up and worked in the car wash business since he was nine years old. Mr. Gesund introduced Bruce Milan, a second-generation founder of Jax Kar Wash and also a car wash lifer, Lindon Ivezaj, COO of Cunningham-Limp, Alyssa Cook and Owen Kipke, members of the design build team at Cunningham-Limp, and Civil Engineer Jim Butler, principal at PEA Group. Mr. Gesund stated this project took a long time to come, but hopefully Jax Kar Wash is familiar as it is a Detroit institution.

Mr. Milan, Chairman of the Board, stated that he and Mr. Gesund were friendly competitors for many years and were finally able to join companies. They have grown quite a bit over the last a few years. Mr. Milan has been in the business since 1969, when he got out of the Army and has enjoyed it very much. His father started the business in 1953 and over the years, they've developed a model that works very well. They are able to have high production, so they don't have cars backing up out onto the roads. They are looking forward to being part of Novi.

Mr. Milan was in front of the Planning Commission back in the early 2000's for the rezoning and development of his property at Thirteen Mile and I-275 for Fox Run. He understands the quality of buildings that Novi is looking for and hopes to be able to provide that.

Mr. Gesund stated that something that sets Jax apart, that not a lot of car washes do any more, is when a customer exits the car wash, their vehicle is hand towel dried before it leaves the site. As part of the Jax experience, when a customer pulls on the lot the Jax greeter says hello and the towel dry team says goodbye. Jax builds beautiful buildings, they have the best technology and equipment. They have free vacuums and have indoor mat cleaning rooms at their sites, which also have restrooms in them should customers need them.

Jax is very involved in all the communities in which they reside. From the Jax Gives Back Charity weekend, school fundraisers, school donations, groups and organizations, there is no donation that is ever denied. Jax raises thousands of dollars every year in each of the communities where they reside.

Mr. Gesund grew up a few miles from the site down Twelve Mile Road, so he is very familiar with Novi. He spent a lot of his youth at Twelve Oaks Mall and saw the growth of the Town Center and West Oaks. He is very excited about the site and selected it for several reasons. It is a great community; it fills a geographic need for Jax. There is great retail and entertainment in the area. As Mr. Landry mentioned, there is no car wash north of I-96. Highways are typically divider points for traffic patterns. Jax has a perfect site layout for the car wash. The property is limited as to what can be built there.

Benefits to the community and dense population, as Mr. Landry touched on, are that Jax fills a need for the residents of Novi and is a complementary business to other retail and entertainment, not only at Fountain Walk, but the Novi corridor as well. Jax would complete an empty parcel that has been sitting vacant for 22 years and has very little development potential. Jax builds beautiful buildings and Mr. Gesund thinks that the building would help rejuvenate Fountain Walk.

Mr. Gesund stated we all have kids who have gone through or are still in school. As Mr. Landry mentioned, Jax does a lot with local schools and does all kinds of fundraisers for them. They employ a lot of kids so the opportunity to assist with the new teen space at the library hits close to home.

Mr. Gesund showed several images of the proposed car wash depicting the multiple access points to the site, and the exterior site plan including the stacking space for 20 cars prior to the pay station and an additional 9 cars after. The vacuums and mat cleaning room are on the east side of the property. The motors that run the vacuums are inside the building, which is rare since most are outside. This eliminates most of the noise that comes from the car wash and the only thing that you can hear in the vacuum area is the air blowing through the vacuum.

Jax is very neighborhood friendly. The hours of operation are 7:00 AM to 8:00 PM Monday through Saturday and 8:00 AM to 6:00 PM on Sunday, and the average number of employees at a time on site is 4-6 depending on weather and other factors. Lastly, a car wash is generally not a destination point. Customers mainly come from a three-mile radius and after shopping or eating will stop for a car wash. This represents the synergy and complementary aspect of the car wash business to the other retail and entertainment in the area.

Michael Zimmerman, owner of Fountain Walk, stated that he took over the property in November 2019 and has put every penny above and beyond the loan and bills back into the property to try to get it to what it was intended to be and for the first time in history it is 100% occupied right now. There are festivals, music and kids' events happening. Mr. Zimmerman wants traffic, and the car wash is going to bring people to the center. There are over 30 tenants, and several have restrictions in their leases. This site is not plotted separately so every restriction on the property applies here as well. He is unable to get this site developed. The only offers have been for gas stations, and he will not put a gas station there. Mr. Zimmerman has had developers call to purchase the property and develop it, but he can't do that due to the restrictions of the center. He is looking for traffic generators that aren't going to violate other restrictions, so the property has been vacant. Last year Mr. Zimmerman planted Texas wildflowers on the site, and people would go there to take photos.

In terms of parking, Jax will provide their own parking so that is not an issue. In terms of benefits, right now the site is not generating any property tax, it is platted so there is no tax on it. The benefit is that it is going to bring traffic, which will help other Fountain Walk tenants.

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

Dorothy Duchesneau, 1191 South Lake Drive, stated she loves the idea of Jax Kar Wash, but thinks they need to think a little more outside the box in terms of public benefit. Although the library is one of Ms. Duchesneau's pet projects, and she agrees that it should be supported, she is also looking at the SMART bus service. In going through other areas, anything from Novi Road and Twelve Mile going east there are stops all over, going west from Novi Road and Twelve Mile there is nothing until the south side of I-96 off Beck Road. Ms. Duchesneau suggested that the public benefit of a bus stop shelter for people to get to Fountain Walk should be something to consider.

Seeing no other audience members who wished to speak, Chair Pehrson confirmed there was no correspondence received, closed the public hearing, and turned the matter over to the Planning Commission for consideration.

Member Lynch stated that one thing he wants to make sure is that this is not a spot zoning. In looking at the property, with the gas lines there, this parcel is really restricted and is really unique. He does not have a problem approving this change of use, mainly because it can be defended. This is a very unique piece of property with many restrictions which makes it very challenging.

One of the deviations requested was an overhead door facing the road. The Planning Commission just approved that on a car wash on Grand River, so Member Lynch does not have a problem with that. The idea of limiting to car wash use only makes sense.

Member Lynch was impressed with the favorable letters received from other Fountain Walk tenants. The operation is not going to interfere with other tenants. In addition to driving traffic to Fountain Walk and those already there using it, there are a lot of adjacent residential areas. It makes sense in this location because as the applicant mentioned there are no car washes north of I-96. The traffic is within the planned volume and there are no curb cuts needed.

In terms of the public benefit for the PRO, the Planning Commission can make suggestions, but overall City Council it is the role of the City Council to determine that.

Member Lynch thinks this will be perfect for the site, he cannot imagine what else could possibly be put there. We want to keep Fountain Walk one of the gems of the City, and want to keep it profitable, so overall Member Lynch has no problems with the car wash proposal.

Member Becker inquired to Mr. Zimmerman whether he personally or his team was involved with negotiating the lease agreements with the current tenants which include covenants that established the noncompeting requirement for new restaurants, or did he inherit these leases when he assumed control of Fountain Walk. Mr. Zimmerman responded that both apply, since he added eight or nine tenants in vacancies and some were existing. Member Becker further inquired if it is correct to say that these restrictive non-compete leasing covenants were never required in any way by any City of Novi ordinance restrictions concerning the usage or businesses of Fountain Walk. Mr. Zimmerman responded that it was the tenants that wanted the non-compete leasing agreements.

Member Becker stated it is interesting and new for him regarding the non-compete agreements, and inquired whether the new Sai Gon Pho Vietnamese restaurant competes with KPOT, which is a Korean BBQ. Mr. Zimmerman responded that they are two totally different things and Sai Gon Pho didn't ask for an exclusion. Member Becker inquired whether the number of restaurants at Fountain Walk is limited, or could more be added as long as they don't compete with existing ones? Mr. Zimmerman responded that more can be added as long as they don't compete, however Fountain Walk is currently full.

Member Becker inquired to Mr. Gesund whether he intends to offer interior detailing services at this proposed Jax location as they do at other sites in Michigan. Mr. Gesund responded that they will be primarily exterior. However, they've been setting up all new builds with the ability to pivot and do what they call a full-service wash. They don't have the space inside the building to do that so what is done at most new builds is to make vacuum spaces three spaces wider to entertain full service. Then there is a small bus terminal-like station where customers wait outside while full service is being done on their vehicle. That plan is down the road, it is not planned for this site yet.

Member Becker stated the issue before the Planning Commission is deciding if the requirements have been established for creating a PRO. The existing regional commercial zoning designation established at least 22 years ago was done to create a specific type of development, regional commercial. The goals were to have a mix of retail businesses, restaurants, and other businesses that would appeal to regional communities, not just to the people who live and work in Novi. The architecture of the buildings for this type of zoning was key. They were taller, harmonious without being cookie-cutter, and they're not small.

The development was meant to be a destination, a magnet that would attract new businesses, patrons, and jobs to Novi. Member Becker found it interesting in Mr. Zimmerman's letter that in trying to find a tenant for the subject property, which has been vacant for 22 years, there has been a lot of interest from gas station/convenience store developers, which Mr. Zimmerman does not want adjacent to Fountain Walk. Member Becker totally agrees, and that is why the parcel is not zoned B-3, but rather RC. The subject parcel isn't actually adjacent to Twelve Mile Crossing, it is part of it.

The applicant seems to be making the case for the PRO due to the hardship of not being able to find a tenant for the subject property in 22 years. The justification is Twelve Mile Crossing executed a number of lease agreements with current tenants that include very restrictive covenants about noncompeting interests and other unstated restrictions. It needs to be pointed out that this hardship has absolutely nothing to do with City of Novi zoning ordinance designation or any other City imposed restrictions. The hardship is completely self-inflicted. This relatively small parcel was created by the original developer's site plan, again, self-inflicted, and the easements for the consolidated gas pipes were known from the very beginning. Member Becker can't help but wonder if the reason for the other larger piece of land with a for lease sign located almost in the center of Twelve Mile Crossing, south of Chuck E. Cheese's, east of Launch Trampoline Park, going undeveloped for 22 years might have the same problems caused by the restrictive lease agreement.

The letter from Mr. Landry mentions there were no standalone car washes north of the I-96 freeway in the City of Novi, there is a need for the northern area of the City and this development would meet that. Using the strict qualifiers of in the City of Novi and north of I-96, this is correct, but it's not the whole truth. Near the intersection of Wixom Road and Grand River, there's a Zax full-service tunnel style car wash less than 50 yards outside the City of Novi. A quarter mile north in Wixom there is Motor City Express Car Wash. Both serve the western and northern parts of our community through main roads.

Two weeks ago, the Planning Commission gave initial approval for another full-service tunnel car wash about an eighth of a mile east of Zax in Wixom, also easily accessible to both halves of the city. For the north central parts of our city, there is a car wash on Novi Road just three-tenths of a mile south of I-96 and easily accessible to communities to the north. Two and a half miles south of this there's another full-service car wash. A new car wash at Meadowbrook and Ten Mile Road is about to open, easily serving residents from the north as soon as we finish construction on Meadowbrook Road.

As for the northern and eastern parts of Novi, there are three different Jax Kar Wash locations in Walled Lake and Commerce, all of them less than two miles from the Fourteen Mile Road City limit. These will be much more likely to be convenient for residents in the northeast quadrant in Novi than a car wash at Twelve Mile Crossing. In short, if you were to lay a rectangle over the area of Eight Mile on the south, Pontiac Trail and Maple Road on the north, Haggerty Road on the east, and Wixom Road on the west, you would have an area of about 48 square miles that currently has eight full-service tunnel car washes, with a ninth in the approval process. That is one car wash for every five square miles, with car washes located in the western, central, and northeast parts of this area. True, not technically within the City of Novi, but still within that area. Member Becker finds it to be a stretch to say that this proposed development is meeting some important, unfulfilled need in our community.

On the Twelve Mile Crossing website the development is described as "where shopping, food and fun come together. An outdoor shopping entertainment complex, Twelve Mile Crossing at Fountain Walk offers a unique blend of retail, restaurants and recreation." How does the car wash fit that mission? As always, Member Becker considers what precedent will be set for the future by approving this PRO, allowing non-conforming businesses to begin cluttering up existing, harmonious developments because Novi did it for Jax and Twelve Mile Crossing. How does a car wash at Twelve Mile Crossing support and enhance our City's concept of an original commercial center enticing people from the region to visit and come to Twelve Mile Crossing? Member Becker just doesn't see where the need has been met for public benefit outweighing the detriments.

Member Dismondy stated that after 22 years of no development there because it's such a complicated site with the easements and setbacks, he figured there'd be more pushback from the neighbors, and they seem to be doing the opposite of pushing back and supporting. The indoor vacuum motors, rather than

exterior, seem good. While it's true, there are a lot of car washes, it just seems like a good use for this site.

Member Roney stated he certainly understands the difficulties in developing this piece of property, it has been vacant for a long time and the property owner certainly has a desire to develop it and has the right to develop it. Member Roney gave a lot of thought to this proposal and agrees that it's difficult to identify any detriments. He talked to a couple of friends who are citizens of Novi and they think it's a good place for a car wash. The key thing when he read the packet was seeing the five businesses give their support. It looked like Fountain Walk was going to fail for a little while, Member Roney is glad to hear it's 100% occupied and if this can keep the business growing in that area and those businesses think it's going to support them, then Member Roney thinks we should support them and sees that as a public benefit. In referring to public benefit, we're not talking about the general public, we're talking about all public, which is also our corporate citizens and if it benefits them, then there's a benefit.

The stretch is the library, but it's creative, a nice gesture towards the City, and it also has a public benefit. The next proposal on the agenda has something somewhat similar, but not quite as far separated. Putting all those together, there is a public benefit through all those supporting Fountain Walk, supporting the businesses, and supporting the library for the teens. Member Roney hopes this project can find its way to move forward with the PRO.

Member Avdoulos stated that he appreciates all his fellow Planning Commissioners' comments and Member Becker's thoroughness as he was looking at it with similar detail. At the same time, Member Avdoulos was looking at this as a site that is indicated as Regional Commercial for Future Land Use and this is a commercial project, so what are the benefits to the site. As indicated, it will promote activity on the site. It is also something that is going to create convenience for the residents around there. It is complementary to what is going on at Fountain Walk, and Member Avdoulos is pleased that it is 100% occupied since he goes there frequently. He thinks a car wash can be a destination spot since he lives on a gravel road.

What Member Avdoulos likes about the proposal is that there are no curb cuts on the main streets, it has internal traffic control. There are escape lanes in case of, for example, a power outage and cars need to leave. He appreciates the limitation of use so that only a car wash is permitted. The 3-dimensional visual that showed the project on the site is great, it shows how it contextually fits on the site.

Member Avdoulos appreciates the donation to the library, but does not think that should be part of the PRO. He liked Ms. Duchesneau's comment on the bus stop shelter, which could benefit the community. He was working on a project in Cincinnati where there was discussion about mass transit, how to engage with the public, and the opportunity to have bus stops close to their facility, so that would be great here.

Member Avdoulos appreciated the discussion on noise mitigation and how it will be handled, as well as the hours of operation and number of employees. From what has been presented, the pros outweigh the cons.

Chair Pehrson stated there is a reason why there is a PRO option in the City relative to allowing applicants to come forward with unique opportunities for the City that necessarily weren't considered 10 or 20 years ago with property splits and the way things come about with easements taken into account. When we look at the Master Plan it gives us a guideline, it doesn't give us hard, fast rules, rather a reference point to start. The pros definitely outweigh the cons in this particular application. Chair Pehrson's concern was the public benefit, and he asked the applicant to go back and research. Maybe Ms. Duchesneau's idea could be brought to fruition, and/or something else. He does not discount the idea of a donation to the Public Library but would like to see something affixed to the particular application here.

Chair Pehrson inquired to City Attorney Schultz if there is any guidance relative to past offerings where money is not associated to an application that could be brought forward to help frame something. City Attorney Schultz responded that he could speak with the applicant about that. He tends to agree with comments that if it's not really relating to the development, it is probably not something that would be used as a condition, and thinks we've indicated that to other developers in the past as well. Ultimately the applicant will have to sell this through the process with conditions that aren't related to that donation.

They will get information from this evening, and staff can work with them further but will probably not suggest the donation to the library be in a PRO agreement.

Chair Pehrson appreciates Mr. Landry bringing up the verbiage in the ordinance relative to the PRO, maybe that is something we need to look at going forward, again not to put too much of a restriction on any of the words that were used in trying to interpret what is or isn't but certainly to be able to have it address that particular application.

City Attorney Schultz added that what the Planning Commission and the City Council are doing with the PRO is really making two kinds of findings. First, is the proposal an enhancement to the project area that you couldn't get with the existing zoning or without the PRO. Second, is just a general finding that the rezoning and the use of the PRO is in the public interest. That's a broad question that depends on the number of conditions that are imposed. That's how the ordinance is written. Do the conditions that you are going to impose over and above what they're otherwise obligated to comply with, do those together make this a project in the public interest? Benefits versus detriments is sort of only one aspect of that, and that's going to differ every time. It's part of an overall process that relies mostly on the conditions as opposed to tangible public benefits, which sometimes there won't be.

Chair Pehrson added the opportunity to talk about a PRO involves all those conditions relative to what Planning Commission input is, what the City Council input is, what the citizens input is, relative to restrictions to that particular PRO. He appreciates that the property owner has turned away other proposals that might have additional issues and has done due diligence in trying to make the property something that we're all going to be proud of. In this case, there would be restrictions on the PRO so that if the business failed for some reason, it goes back to ground zero, so we have a level playing field. Again, that's something that probably no one thought of 20 years ago when we were thinking of a Master Plan and how we're going to use this piece of property before this particular center existed. Hopefully, the Planning Commission comments provide the applicant with some valuable input, and we appreciate their time. Chair Pehrson looks forward to driving his car through a Jax Kar Wash in the near future.

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

2. JZ22-28 ELM CREEK PRO PLAN WITH REZONING 18.737

Public hearing at the request of Toll Brothers, Inc. for Planning Commission's recommendation to City Council 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-phased 121-unit multiple-family townhome development.

Senior Planner Bell stated 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 (PRO) 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, Research Development 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 with more precise boundaries.

You may recall that the Planning Commission reviewed and offered feedback on the initial PRO request

CITY COUNCIL MINUTES

EXCERPT JUNE 3, 2024

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, JUNE 3, 2024, AT 7:00 P.M.**

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Smith, Staudt, Thomas

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

APPROVAL OF AGENDA:

CM 24-06-79 Moved by Thomas, seconded by Casey; MOTION CARRIED: 7-0

To approve the agenda as presented

Roll call vote on CM 24-06-79 Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer
Nays: None

PUBLIC HEARINGS: None

PRESENTATIONS:

PRESENTATIONS FOR BOARDS AND COMMISSIONS

1. Laurel Acho - PRCS Commission

In lieu of going through her application again, Ms. Acho addressed qualifications not in her application. She has a Bachelor of Science in Business Administration, majored in marketing, and went to law school. She has done surveys and then would summarize the results. She has written summaries, charts, graphs, and done PowerPoint presentations. She has designed brochures, written newsletters, organized & marketed events, wrote articles about new products and then pitched them to magazines & journals. She also uses her marketing skills to design her own business cards and other promotional materials.

2. Farah Baig - PRCS Commission

Ms. Baig is long time resident having moved here in 1993 and has seen a lot of development since then. She is pleased to see Novi take an active role in maintaining its green spaces. She has had the opportunity to sit at several of the Older Adult Committee meetings and is excited about plans to create a community center. She is a strong proponent of intergenerational interactions and feels the PRCS is a natural space to make that happen. She currently works as a consultant with the State of Minnesota while they develop their blueprint for an age-friendly state. She expressed that the opportunity has given her a unique perspective on the importance of natural space that makes our

CM 24-06-81 Moved by Thomas, seconded by Casey: MOTION CARRIED: 7-0

Approval of a cost participation agreement with the Road Commission for Oakland County for the preliminary engineering associated with the widening of Twelve Mile Road between Beck Road and Dixon Road in the estimated amount of \$937,680.

Roll call vote on CM 24-06-81

**Yeas: Heintz, Smith, Staudt, Thomas, Fischer,
Casey, Gurumurthy**

Nays: None

2. Initial review of Planned Rezoning Overlay (PRO) eligibility of the request of Jax Kar Wash, JZ24-02, to rezone property at the southeast corner of Twelve Mile Road and Cabaret Drive from Regional Center to General Business with a Planned Rezoning Overlay.

City Manager Cardenas commented that this is part of the PRO process that was amended and allows for early input on request. The Petitioner is requesting a zoning map amendment for approximately 1.8 acres of property on the south side of Twelve Mile. The site is currently vacant and is part of Fountain Walk and Twelve Mile Crossing Commercial Center. The vacant site is located by Cabaret Drive and Twelve Mile with Liberty Park residential developments to the north and the Vibe Credit Union to the west.

David Landry, Legal Counsel for Jax Car Wash, is with the applicant who is applying for a rezoning from regional commercial to B-3 with a planned rezoning overlay and the proposal would limit the B-3 uses to only one use and that is auto wash. The parcel in question is on the northwest corner of Fountain Walk, Twelve Mile and Cabaret Drive, which has been vacant for 22 years. There are unique characteristics to this property. First, like all other regional commercial centers, when a large tenant comes in there are restrictions. This parcel has unique physical characteristics to it. Under the RC zoning district requirements, there is a 100-foot setback so the only portion of the property that could be developed is a little square. In addition, there are two 55 to 60-foot easements from Consumers Energy running along the east and west parts of the property. An auto wash building is perfect because it's long and skinny and would fit right in the middle of the parcel. Mr. Landry continued to say that per the PRO ordinance, the intent as written is to accomplish a land development project to achieve integration of the proposed development with the characteristics of the project area, which is Fountain Walk. Mr. Landry stated that the owner of Fountain Walk, Mr. Michael Zimmerman is in full support and asks the Council to approve this PRO and that Mr. Zimmerman states "that is why we are excited about Jax Car Wash. This is a higher quality use that has absolutely no competition with our tenants. It brings a good amount of traffic to the area and will be complimentary to other tenants.". The only interest that Fountain Walk has ever received has been from gas stations which can't be put on a RC. Mr. Landry referred to a letter the Council has from Imagine Theater's owner Mr. Glance, who wants this project there and Buddy's Pizza wants it as well. Mr. Landry continued by saying that as far as

integrating with the area around it, there's no objection from any of the surrounding people. With respect to eligibility, PRO's are a two-step process. The first process is with the Planning Commission and City Council to talk about eligibility and then you go back and do the site plan, the landscaping and everything else. The ordinance says that an applicant to propose a new zoning district must have site specific conditions that have two aspects to them. One, that it is more strict or limiting than the regulations that would apply under the proposed zoning district. The proposed zoning district is B-3, and we are proposing to limit it to a single use only. The building height is less than what would be allowed under B-3. The setback is far greater at 68 feet instead of 30 feet, which would be allowed under B-3. The façade that's proposed is 60% brick on two sides of the building, double what the ordinance requires. Mr. Landry reiterated that the first requirement for eligibility is satisfied because what is being proposed is stricter than the regulations that would apply if it were a straight rezoning under B-3. The second aspect is showing a public benefit. The ordinance does not define public benefit with any kind of specificity saying that the proposed improvement must constitute an overall public benefit that outweighs any material detriment or not, and or that could not otherwise be accomplished without the proposed rezoning. The ordinance defines public benefits in relative terms. Public benefit is not the same for all parcels so before the public benefit can be analyzed, the public detriment must be defined. When considering a rezoning the first thing to be looked at is adjacency and will it integrate in with what's around it. There are letters from the owner of Fountain Walk that wants this and there have not been any negative comments from anybody. When looking at traffic, the City's traffic consultant is recommending approval. The only entrance and exit are on Fountain Walk so there would never be any stacking on Cabaret or on Twelve Mile. Engineering recommends approval as there's no storm water problem. The Fire Department recommends approval and Façade recommends approval with a Section 9 waiver. Mr. Landry states that nobody's opposed to it, the property has been vacant for 22 years, and it's a unique parcel that has unique characteristics that have prevented development in the past. The public benefit in this case is threefold. Number one, the master plan economic development goal, number 18 in the plan is to retain and support the growth of existing business and attract new business to the City. Number two, Jax Car Wash employs high school students and is offering to pay \$54,000 to refurbish the library's teen space. And thirdly, due to the easements on the property, the applicant has offered to build a 230 square foot patio with bench along Twelve Mile. Per Mr. Landry, a member of the Planning Commission suggested that if there's going to be bus service to Fountain Walk, perhaps the applicant can install a bus stop area, which the applicant is willing to do, instead of a patio with benches. In conclusion, Mr. Landry said that five of the six Planning Commissioners that looked at the project, studied the pros and cons plus the public benefits, were in favor of it. He also commented that this would be the only stand-alone car wash north of I-94. In the packet provided to the Council, there is an analysis by the administration that gives examples of conditions that may be more strict or limited and provide an overall benefit to the public. The administration has analyzed all the aspects to criteria and indicated that yes, the conditions were included except for traffic because there is no traffic problem.

Todd Gesund, Vice President/Director of Expansion, has worked in the car wash business since he was nine. His family owned a company called Super Car Wash and they had 11 locations throughout metro Detroit. The company started in 1977 and they were competitors with Jax Car Wash. Over the last 20 years, there was talk about joining forces to become one large car wash company and a couple of years ago, that came to fruition. One thing that's been special about being part of the Jax family is the name Jax as it is synonymous with car washing in Detroit. Jax was founded in 1953 and they own and operate 29 locations in 18 different cities around Michigan. In addition to David Landry, Mr. Gesund brought Jon Zimmerman, CEO of Jax Car Wash and Lindon Ivezaj who is the CEO of their design build team, Cunningham-Limp. Michael Zimmerman, owner of Fountain Walk, and Bruce Milen, second generation founder of Jax Car Wash, were unable to attend this meeting but did attend the Planning Commission meeting. Mr. Gesund stated that he was excited about the positive comments and feedback received from the Planning Commission. Mr. Gesund said excellent service sets them apart and one of the things they pride themselves on and makes them different and unique is that they hand towel dry every vehicle as it exits the site. Customers are greeted as they come on site and when they exit, their car is dried off and employees say goodbye as that is part of the experience. Jax Car Wash also offers free vacuums, and they have an indoor mat cleaning room as well as customer restrooms. They are involved in the communities they are in and have a charity weekend. Jax had school fundraisers, group donations and organizations. They do towel drive fundraisers on site, and they don't turn anybody away. They help raise thousands of dollars in the communities in which they reside, every year. They employ lots of high school students in different communities as they have phenomenal relationships with the high schools. For example, a soccer team from Walled Lake comes and they are allowed to dry cars for the day, and they collect tips and Jax Car Wash makes donations. High school bands have been on site with their instruments. Mr. Gesund said he grew up in the area, on Twelve Mile in Farmington Hills and frequented Twelve Oaks. He saw the development of the Novi Town Center and Fountain Walk as he lived in Novi in his late twenties. Novi is a phenomenal community with unbelievable retail. Mr. Gesund corrected Mr. Landry's previous statement by saying there are no car washes north of I-96, not I-94. Mr. Gesund addressed the site layout in his presentation and showed some of the different multiple access points. He continued to say with the easement restrictions and the narrow piece of property, they fit perfectly on the site. He also said that they believe they fill a need for Novi and there are several customers that come out to Walled Lake, their closest site. He said that customers ask about a Novi location and that Novi is a dense population and they're complimentary to the businesses and retail of Fountain Walk. They are going to build a beautiful building that is going to enhance the area. Talking about the site layout, there's no new curb cut off on Twelve Mile Road and people will be able to get in at many points. There will be phenomenal stacking space here so cars won't back up into the parking lot as they can stack 29 spaces on site, 20 before the pay stations and an additional nine stacking spaces after the pay stations. The vacuums and indoor mat room on the east side of the building are only going to be used by their car wash customers and that is significant because it limits who's coming into the site. There will be little to no noise outside of the car wash building since all the vacuum and blower motors are inside the building and all their new sites have this special room. The building has

been designed to fit harmoniously with Fountain Walk and the other surrounding retail district. The building is not a typical looking car wash as there is landscaping that will exceed what's required, giving it a park-like setting. The car wash would be open 7:00 am to 8:00 pm, Monday through Saturday and 8:00 am to 6:00 pm on Sundays. They would employ anywhere from four to six employees at a time, depending on the weather. Most customers would come from a three-mile radius around the site. Mr. Gesund stated that customers don't wake up in the morning deciding to just get a car wash and go back home. Instead, they wake up, think about going to Dick's for some gear or Ford's Garage for lunch and then get a car wash at their favorite car wash. Mr. Gesund said this is the synergy he spoke about why he feels they will complement the area and then he concluded by saying that Fountain Walk has struggled over the years and now that it's 100% occupied, hopefully the car wash can keep that momentum going.

Mayor Fischer stated this is part of Council's early initial PRO process and an opportunity to provide feedback as the applicant goes through the remainder of the PRO process. Jon Zimmerman made himself available to answer questions from Council.

Member Staudt expressed that he likes the proposal and thinks it's a good use of the property but is not buying the public benefits. There is no fiduciary responsibility to the library and it's inappropriate to fund anything for it. He also doesn't think that developing a vacant parcel is a benefit of the proposal. Member Staudt liked the idea of the patio area along Twelve Mile as well as the suggestion from the Planning Commission. Mr. Staudt said that previously discussed was that the City was spending \$3.5 million dollars of the overall cost of \$35 million for an investment into Twelve Mile so he thinks it would be appropriate to think about what can be done along Twelve Mile, whether it is better landscaping, picnic benches or whatever. He also said that Novi has a property value of somewhere around \$5 billion and one lot's not going to change the makeup of the City's tax base, but he liked the idea and look, and he agrees that the lot has been empty too long. Member Staudt continued to say that what the applicant was asking for is reasonable but would make adjustments to the public benefit and would probably look forward to supporting this in the future.

Member Thomas added by saying that she generally likes the proposal and thinks it is a good spot for that particular business. She said she could see herself going there for a car wash and maybe stopping over to Coldstone for an ice cream. She would love to have funding for the library but thinks the public benefit needs to be tied more to that area in the community. She likes the idea of having covered areas especially if you're walking and biking down that path and get caught in the rain as there is not a lot of shade.

Member Heintz stated that he thought overall, the applicants have great potential and liked how they saved water. He expressed that a public benefit could be a spin off from the inspiration of being interested in the environment and suggested the applicants could have a space for a charge station or whatever would be a benefit for that region. He concluded by stating that the project could help that spot and it's a creative use of that space.

Member Gurumurthy commented that she thinks a car wash aligns and fits with the whole area. She said that it would be great if when people took walks, there were pockets of places where they can sit and have some time. She also wanted to add that in terms of the parking lot, she encouraged adding more in terms of landscaping.

Member Smith agreed with his colleagues and thinks this is a good site for the project but that the public benefit needs work. He said from an environmental aspect, he suggested adding solar panels to the roof since he's sure a car wash uses a lot of electricity. He also said that although we love the library, it isn't a great fit as a public benefit.

Mayor Pro Tem Casey started by saying that she has a different opinion than some of her colleagues in terms of putting a car wash on the site, specifically the PRO that the applicant is seeking. We have heard quotes from part of the ordinance but the other piece to think about is the benefit of a PRO and the reason for a PRO is to enable enhancement of the project area as compared to the existing zoning. This is a tough space and that was left undeveloped as Fountain Walk built around it and that's a challenge the owner is trying to solve for. There are easements on this property that are restricting what can be used on that property. Mayor Pro Tem Casey wondered if this really is a PRO opportunity. She complimented the applicants on how the traffic flowed but struggles with whether a car wash is really an enhancement. She continued to say that it is not Jax, it's not anything specific to this project. She did state that she was happy about the feedback on the noise because that was one of the things that she saw that was left pending. She concluded by saying that she is sharing some of the hesitancy right now with the idea of a PRO and the basically she's not sure that this project meets the definition of what a PRO is intended to do.

Mayor Fischer said that he wanted to discuss the restriction to this specific use. As part of the PRO proposal, B-3 has many different uses, as he understands it. He then asked City Attorney Tom Schultz if the property is restricted to just the car wash use, what happens if the applicants get bought out or sell out or it doesn't turn out financially viable? City Attorney Tom Schultz responded by saying he assumed that the City would write the PRO agreement like with Carvana, where if this is no longer being used for what it was built for and we're back to whatever the open space is. How exactly that is written, the City would have to work on that. Mayor Fischer then said that he would be interested to see that kind of terminal view of it because he doesn't want to get in a situation where the applicants could come back and say the car wash didn't work so let's try to go with the other B-3 items. The Mayor would want to see a reverting back to the current zoning. Mayor Fischer then stated that as far as the PRO process, this is a very interesting use and that he shares some of the same hesitancy as the Mayor Pro Tem. This is a wonderful business, and it has nothing to do with that but has to do with the fact that there are plenty of areas in the city where a car wash use is allowable. The Mayor then wondered if the PRO process is the right one and stated that there are a lot of discussions in the presentation about the setbacks and having a hard time putting a different sort of business under the current zoning in there. He then asked Attorney Schultz is this not more appropriate to be sent to the Zoning Board for some sort of variance as opposed to the

PRO process given that there are hesitations on the public benefit aspect. Attorney Schultz commented that a variance is hard to get and not many are given out but that it's a possibility, but essentially the applicant would have to show that there's no other use to that property and that it's the zoning ordinance that's causing the issues. The Mayor responded that he felt like the presentation was going down that path, hence the question. Attorney Schultz then stated that the question for Council or the ZBA is, is it really the ordinance causing the problem or the way that the property's already been built out? The underlying easements are not the fault of the ordinance, and the tenant restrictions are the City's issue. Attorney Schultz said he thinks it would be a complicated case to present to the ZBA for a variance. The Mayor then asked Mr. Landry if, from Fountain Walk's perspective, the owner had anyone interested in the property over the last 22 years. Mr. Landry said that all he knows was what Mr. Zimmerman's packet letter stated was that since he's owned the property, since 2018 or 2019, the only inquiry he's had was from a gas station, which he won't allow but otherwise nobody's even inquired because of all the restrictions and the building envelope is the size of a postage stamp. Mr. Landry also commented that the applicant would agree if the car wash doesn't work, the zoning would revert. The Mayor reiterated that he shares some hesitancy with the Mayor Pro Tem. There are a lot of people who seem to be nodding in favor of this project. The applicant now has some feedback and clearly some public benefit things they are going to have to think through.

3. Consideration of request for Fireworks Permit by Eddie Hesano to be operated by Great Lakes Fireworks, LLC, on Saturday, July 27th, 2024, on Walled Lake.

City Manager Cardenas said the applicant is here to answer questions. Also, with respect to the staff's viewpoint, all the inspections, preparations, respective applications and insurance have all been acquired.

Mayor Pro Tem Casey addressed Mr. Hesano by stating that she wanted to go on record to say that she didn't want to see constant requests for fireworks coming to the Council as she thinks there are a lot of people for whom fireworks are a challenge. Mr. Hesano said he agreed, and he would only be having one fireworks event per year.

CM 24-06-82 Moved by Casey, seconded by Staudt: MOTION CARRIED: 7-0

Approval of request for Fireworks Permit by Eddie Hesano to be operated by Great Lakes Fireworks, LLC, on Saturday, July 27th, 2024, on Walled Lake.

Mayor Fischer supports the sentiment from Mayor Pro Tem Casey and said that from an ordinance review perspective, not all the pieces are put together at this point so the Council will have more discussions on what the policy and framework for fireworks is going forward. He concluded by saying that he is not looking forward to repeat permit requests.

Roll call vote on CM 24-6-82

Yeas: Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz

PLANNING COMMISSION MINUTES

EXCERPT August 28, 2024



PLANNING COMMISSION MINUTES

CITY OF NOVI
Regular Meeting
August 28, 2024 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, Member Becker, Member Dismondy, Member Lynch, Chair Pehrson, Member Roney

Absent Excused: Member Verma

Staff: Barbara McBeth, City Planner; Beth Saarela, City Attorney; Lindsay Bell, Senior Planner; Humna Anjum, Plan Review Engineer

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Motion made by Member Lynch and seconded by Member Avdoulos to approve the August 28, 2024 Planning Commission Agenda.

VOICE VOTE ON MOTION TO APPROVE THE AUGUST 28, 2024 PLANNING COMMISSION AGENDA MOVED BY MEMBER LYNCH AND SECONDED BY MEMBER AVDOULOS. *Motion carried 6-0.*

AUDIENCE PARTICIPATION

Chair Pehrson invited members of the audience who wished to address the Planning Commission during the first audience participation to come forward. Seeing no one, Chair Pehrson closed the first public audience participation.

CORRESPONDENCE

There was not any correspondence.

COMMITTEE REPORTS

There were no Committee reports.

CITY PLANNER REPORT

There was no City Planner Report.

CONSENT AGENDA - REMOVALS AND APPROVALS

There were no Consent Agenda Removals and Approvals.

PUBLIC HEARINGS

1. JSP24-14 GATSBY'S PATIO AND FAÇADE RENOVATION

Public hearing at the request of Tower Built LLC for Special Land Use and Preliminary Site Plan approval for the exterior renovation of the existing Gatsby's Restaurant. The subject property is approximately 1.09 acres and is located at 45701 Grand River Avenue.

- shown on the site plan, because this is an existing condition and only minor changes to the parking lot are proposed, which is hereby granted.
- c. The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Final Site Plan.

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

ROLL CALL VOTE ON MOTION TO APPROVE THE JSP24-14 GATSBY'S PATIO AND FAÇADE PRELIMINARY SITE PLAN MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH. *Motion carried 6-0.*

2. JZ24-02 JAX KAR WASH PRO PLAN WITH REZONING 18.744

Public hearing at the request of Jax Kar Wash for Planning Commission's recommendation to City Council for a Zoning Map Amendment from Regional Center (RC) to General Business (B-3) with a Planned Rezoning Overlay. Conditional approval of the Preliminary Site Plan and Stormwater Management Plan is requested concurrently. The applicant is proposing to develop an enclosed car wash tunnel building with exterior vacuum spaces.

Senior Planner Bell stated this project came before the Planning Commission in April for the initial round of feedback. The applicant is proposing to rezone a 1.8-acre portion the larger Fountain Walk at Twelve Mile Crossing commercial center utilizing the Planned Rezoning Overlay option. The vacant site is located south of Twelve Mile Road, to the east of Cabaret Drive. The Liberty Park residential development is to the north, along with a bank. The Vibe Credit Union headquarters is to the west. On the east and south are parking lots for Fountain Walk.

The current zoning of the property is RC Regional Center. The adjacent parcels on the west are OST Office Service Technology. The Liberty Park area is zoned Residential Acreage but developed under a consent judgment as townhouses, with OS-1 Office Service zoning to the northeast.

The Future Land Use Map identifies this property as Regional Commercial with the rest of Fountain Walk. To the west is planned Office Research Development and Technology, and the north side of Twelve Mile is Multiple Family Residential, and Community Office.

There are no regulated natural features on the site, as it was cleared back when Fountain Walk was developed in the early 2000s.

The applicant is proposing to utilize the Planned Rezoning Overlay to rezone to B-3 General Business in order to develop a tunnel car wash, which is not permitted in the current RC district. The PRO plan shows a one-story 6,200 square foot building, with outdoor vacuum stations that are typically associated with this type of car wash. Access to the site would be from the existing Fountain Walk driveway off Cabaret Drive, so no new curb cuts are proposed for either public road frontage.

The applicant describes some of the reasons this site has remained vacant in the 20+ years since Fountain Walk was developed, including being limited by lease agreements to not allow a use that would compete with existing tenants of the center. The RC district also requires 100-foot building setbacks, which limits the developable area for a corner site, especially if it is to be split off from the larger parcel. There are also 55-foot and 60-foot-wide gas line easements that run north-south along both sides of the property. In the image shown, the gas easements are shown in yellow, and the green hatched area represents the approximate building area with 100-foot setbacks. Recently, our engineers have been in contact with Consumers Energy, the easement holder, and it appears that the eastern easement may not have infrastructure running through it, so that easement may be able to be removed – but it would have to go through a process and agreement by those private parties.

The request to rezone includes the condition to limit the use of the property to a car wash, which would prevent it from being redeveloped into another B-3 use such as a gas station or auto dealership, or any other possible use, unless the agreement is amended. Additional conditions proposed include limitations

on building height, exceeding the building setbacks of the B-3 District, and approximately doubling the minimum requirement for brick material on the elevations.

As a benefit to the public, the applicant offers to construct two covered seating areas along 12 Mile Road. The plan shows a concrete pedestrian node along the sidewalk fronting on 12 Mile Road, with the other stated location further to the east near Donelson Drive. The paved nodes would include concrete pads, benches and a metal pergola covering.

The applicant also offers two decorative curved walls on the property. One at the corner of 12 Mile Road and Cabaret Drive, and the other at the corner of Cabaret Drive and the entrance of Fountain Walk. The walls could include signage identifying the center. No signage for Jax Kar Wash would be on these walls. The stone on the walls would match the existing wall located at the West Oaks and Donelson Drive entrance. The wall details show the wall to be approximately 30 inches high, and about 10 feet in length.

Staff and consultants have identified some issues with the proposed rezoning and PRO Plan. There is a question whether this would be considered a spot zoning, since no B-3 properties are in proximity. However, the surrounding retail center is also commercial, and the terms of the PRO Agreement could ensure that it stays compatible with the surrounding uses and reverts to Regional Center zoning if the car wash is no longer viable.

Engineering notes there is capacity for the water and sewer demands for the proposed use in the public utilities, and stormwater detention is to be treated on-site before being discharged into the existing storm water system. Traffic has also noted that there will not be more traffic generated compared to other uses that could be developed under the current RC zoning.

The proposed parking lot landscaping is deficient on the west side due to the gas easement. Other deviations include the lack of a loading zone, the distance of the dumpster enclosure from the building, and an overhead door facing a public road. The proposed parcel split will also likely cause variances to be required for the parking and building setbacks on the Fountain Walk parcel.

Façade review notes that the building will require Section 9 façade waivers for an overage of fiber cement horizontal siding and an overage of asphalt shingles on all facades. These waivers are supported as they are minor in nature and do not adversely affect the overall aesthetic quality. The amount of brick proposed significantly exceeds the required amount.

The applicant is requesting approval of the Preliminary Site Plan concurrently with the PRO Plan. Staff does not object if Planning Commission agrees to a conditional approval, as the plan is in general conformity with the requirements of the Zoning Ordinance and sufficient detail has been provided for a Preliminary Site Plan. The applicant has provided the justification for the landscaping waiver, and the noise impact statement to show compliance with Section 5.14.10.

Tonight, the Planning Commission is asked to hold the public hearing, and to make a recommendation to City Council on the PRO Plan and consider concurrent approval of the Preliminary Site Plan and Stormwater Management Plan. Following the Planning Commission public hearing, the project would then go to City Council for its determination of approval.

The applicant Todd Gesund from Jax Kar Wash, attorney David Landry, as well as other members of their team, are here representing the project tonight. Staff is also available to answer any questions.

Chair Pehrson invited the applicant to address the Planning Commission.

Attorney David Landry stated Jax Kar Wash is seeking the rezoning from RC Regional Commercial to B-3 with a Planned Rezoning Overlay limiting to a single use of B-3 car wash along with conditional approval of the Preliminary Site Plan and Stormwater Management Plan. The parcel is on the southeast corner of Twelve Mile Road and Cabaret Drive, the extreme northwest corner of Fountain Walk.

The parcel has been vacant for 22 years since Fountain Walk opened due to the unique characteristics

of it. Given its current zoning, the RC setbacks are a hundred feet, which means the only developable area on this parcel is a small postage stamp area. There are two 55-foot Consumers Energy easements which limit what structures can be placed on the parcel.

What can fit on the parcel that would be compatible with the area? A car wash. The PRO Ordinance section on intent states it is to accomplish development to achieve integration of the proposed development with the characteristics of the project area. In this case the Planning Commission has letters of support from the project area. The owner of Fountain Walk, Michael Zimmerman, states he believes that this is going to be an enhancement to the other businesses in Fountain Walk. Letters from Imagine Theater, Buddy's Pizza, Full Throttle, and Putting Edge state the same. To Mr. Landry's knowledge there have been no negative comments from any landowner or anyone in the surrounding area.

With respect to PRO eligibility there are two requirements. First, there must be site specific conditions that are stricter than the regulations that would apply under the proposed ordinance, which would be B-3. Here the PRO will limit to a single use of a car wash. If the car wash ever doesn't exist, the zoning refers reverts to RC. The building height would be 24.5 feet instead of 30 feet. The setback instead of a mere 30 feet would be 68 feet. The facade ordinance only will allow 30 percent brick, here there is 49-50 percent brick. So those are limiting factors with this respect particular proposal.

Secondly, the PRO requires that a development would constitute an overall public benefit that outweighs any material detriment, or that could not be accomplished without a rezoning. The public benefit always seems to be the issue with anyone that comes for a PRO. The question is what's the public benefit. It's not specifically defined in the Ordinance. It is defined in relative terms. It is a public benefit that outweighs any material detriment. Before we can assess a public benefit that's sufficient, we have to first identify what are any material detriments. It's a sliding scale. If the detriments are high, then the public benefit has to be really high. If the detriments aren't very high, the public benefit doesn't have to be very high.

When considering any rezoning, we first look at any adjacency detriments. The businesses in Fountain Walk want this. There are no negative comments to Mr. Landry's knowledge from anybody in the surrounding area. There are no lighting issues. There are no noise issues, the vacuum motors are inside the building, not outside. The hours of operation are 7:00 AM to 6:00 PM Monday through Friday, 8:00 AM to 6:00 PM Saturday and Sunday, less than what the RC zoning would allow. There is no ingress or egress off 12 Mile Road or Cabaret Drive, it's all internal. Every department has recommended approval or conditional approval.

In terms of the public benefit, originally Jax Kar Wash proposed funding the teen area renovation at the Novi Library because many of the employees are teenagers. The Planning Commission had few negative comments on that public benefit. The City Council wasn't too keen on that, and indicated they would like to see a public benefit that is tied to the site and tied to overall Fountain Walk and 12 Mile Road. Jax Kar Wash is has now proposed four streetscapes. A covered, landscaped seating area that would match other seating areas at Fountain Walk are proposed on the car wash lot and another to the east, and then two decorative walls are proposed that with optional signage such as "Welcome to Fountain Walk".

Mr. Landry thinks the analysis really begins with this – it is a difficult parcel. For whatever reason it hasn't developed. This fits within the PRO Ordinance, and the public benefit outweighs any detriment. Mr. Landry asks the Planning Commission to make a positive recommendation to City Council, and also asks for conditional approval of the Preliminary Site Plan and Stormwater Management Plan, which is recommended by staff conditioned on, of course, City Council approving the PRO. The architect, engineer and representative of Jax Kar Wash are also present if there are any questions.

Chair Pehrson opened the Public Hearing and invited members of the audience who wished to participate to approach the podium. Seeing no one, Chair Pehrson asked Member Lynch to read correspondence. Member Lynch stated there was one response form from Michael Zimmerman in support. Chair Pehrson closed the Public Hearing and turned the matter over to the Planning Commission for consideration.

Chair Pehrson asked City Attorney Beth Saarela to clarify the difference between what has been referred

to as spot zoning in this case versus what the Planning Commission is being asked to look at relative to the PRO. City Attorney Saarela responded that spot zoning is sort of like taking one property in an area that has nothing similarly zoned in that area and asking to rezone it for just that one parcel. Sometimes that's done through a ZBA use variance. It's not something that should be done. The difference here is the rezoning request is for a similar use to the surrounding area and is tied to a specific plan with an agreement. Chair Pehrson added that as he has looked at the topic in Planner's reference guides, the overarching considerations relative to the anticipated public benefit are the consistency inside the community relative to the comprehensive plan that has been laid out, whether that's the Master Plan or in this case the surrounding area, and the consistency with what the applicant is looking for to the rest of the development.

Member Lynch stated that 22 years ago internet shopping was not as prevalent, and we didn't have COVID. One thing that is stunning when you look at the Fountain Walk development is the desert of asphalt. From a bigger, broader picture at the time it was developed, it probably made sense given the economy and technology. Just looking at the proposed project, it is an oasis in a desert of asphalt. The way it looks in the rendering is a benefit to the whole area. When Fountain Walk was developed, there is no way to have known how technology was going to progress, and we didn't have COVID.

Member Lynch likes the way the project is done, it has trees and greenery that break up the sea of asphalt. He recalls from the prior presentation the applicant mentioned people may want to get a car wash when frequenting other Fountain Walk businesses. It seems the other Fountain Walk tenants are okay with the proposal, it will not affect the traffic, and it will not have an affect on public services. Member Lynch thinks the car wash makes sense, he is in support, especially given the limitations of the site.

Member Becker stated this idea requires a zoning amendment to rezone a 1.8 eight-acre parcel within a huge regional center zone property, and that is virtually the definition of spot zoning that the American Planners Association strongly advises communities against doing. The RC zoning for the then Fountain Walk development was specific as to the types of businesses we wanted to have there. Businesses that would attract visitors from the region, not just local residents. A full-service tunnel car wash falls far short of this goal.

A proposed car wash business is not a unique addition to our community. Within the city, we already have three full-service tunnel car washes and another already in the planning stage. Surrounding the Novi City boundary there are six more full-service tunnel car washes as close as fifty yards and no more than two miles from our City limits.

The proposed building is in no way harmonious with the existing buildings within the RC Twelve Mile Crossing of Fountain Walk. The existing buildings were meant to look like a true regional destination, not a strip mall. None of the existing buildings have a number of brontosaurus-type of equipment outside them, and none of the existing buildings are drive through.

Part of the justification for the spot zoning request is that this small parcel has been difficult to develop due to its size, location and the underground utility easements. The original developer is the entity that created this difficult piece of property in their original planning of the property, the City of Novi did not create this hardship.

Granting the zoning amendment is a really bad idea for these reasons. When we talk about detriment, setting a detriment of spot zoning that can be used in the future is the one that is the biggest one for Member Becker.

Member Dismondy thinks it is a good use for a parcel that is challenging mainly due to the utilities. The current zoning looks like it allows for a bank with a drive through, so this is not much different, especially since the noise concern that most people would have when they hear about a car wash coming has been mitigated. It looks really nice too, and it looks like it's laid out very well. Regarding the public benefit, the economic impact to the city for such a challenging parcel, is benefit enough in Member Dismondy's opinion. He is in favor.

Member Roney stated he agrees that this is a challenging piece of property to develop, and it's been vacant for 22 years. What is really telling about the proposal is the support from the fellow businesses. They see benefit to themselves, and to their businesses, and we want to support them. As far as detriments go, Member Roney could not find any real detriments. How do you value the public benefit when you don't even know what the detriments are? He is in favor and thinks it'll be a good fit.

Member Avdoulos stated this is a difficult site because of what Mr. Landry had pointed out. If you look at the setbacks and the constraints that it has, it leads to an understanding of what you can do on that site.

Member Avdoulos thinks similar to Member Dismondy in that if a bank can be allowed here, other similar type uses scale wise could work. This is kind of matching that scale. It's also acting as a kind of an anchor at the corner of this development and the design contributes positively to the existing Fountain Walk development. It fits well contextually on the site, and it is a business within an area of businesses. There is a sea of parking out there but that's another topic to take a look at and see what Fountain Walk can do. Member Avdoulos' biggest concern is how a business on this corner can contribute to that area and thinks the presentation tonight helps to address that.

Motion to recommend approval to City Council JZ24-02 Jax Kar Wash made by Member Avdoulos and seconded by Member Lynch.

Chair Pehrson stated he supports the applicant in this particular request. He asks that planning staff look at in another session how to better define public benefit.

In the matter of JZ24-02 Jax Kar Wash, with Zoning Map Amendment 18.744 motion to recommend approval to City Council to rezone the subject property from Regional Center (RC) to General Business (B-3) with a Planned Rezoning Overlay Concept Plan.

- A. The recommendation includes the following ordinance deviations for consideration by the City Council, for the reasons noted:
1. Overhead Door (Sec. 3.10.1.A): In the B-3 District, no overhead door or other type of service bay door is permitted to face a major thoroughfare. A deviation would be required for the car wash tunnel door facing Twelve Mile Road. *The corner lot location makes it necessary for an overhead door to face one of the frontages, and the existing easements limit options for building orientation.*
 2. Dumpster (Sec. 4.19.2.F): The location of the dumpster within 10 feet of the building would require a deviation. *This deviation is supported since there are no office or living spaces adjacent inside the main building, only the car wash tunnel.*
 3. Loading-Unloading Zone (Sec. 5.4.2): Deviation would be required for the lack of a loading zone. *The applicant states the car wash use does not have a specific need for a loading/unloading area as there are no large deliveries to the site.*
 4. Parking Lot Landscaping (Section 5.5.3.C): Deviation would be required for not providing the required number of accessway perimeter trees. *The applicant has provided the easement for the existing utility easement which does not permit the planting of landscaping in the easement area.*
 5. Section 9 Waiver (Section 5.15): Proposed elevations of the building have an overage of Horizontal lap siding (8-10% proposed, 0% minimum required) and an overage of Asphalt Shingles (31-36% proposed, 25% maximum allowed). *In this case the deviations are not detrimental to the overall design of the building, and the design consistent with the intent and purpose of the Ordinance.*
- B. If the City Council approves the rezoning, the Planning Commission recommends the following conditions be made part of the PRO Agreement:
1. The use shall be limited to a car wash. No other uses permitted in the B-3 District would be allowed on this site.
 2. The building height will be 24.5 feet, which is more limiting than the 30 feet allowed in the B-3 District.
 3. The building setbacks will exceed the B-3 requirements on all sides. Front and exterior side yards are 68-88 ft (30 ft required) and interior side yards are 54- to 138-feet (15 ft

- required).
4. The façade ordinance requires a minimum of 30% brick on all elevations. The proposed building exceeds this requirement with 49.6 to 59.9%.
 5. A shared parking agreement with the Fountain Walk retail center will be required for employee parking spaces on the adjacent parcel.
- C. This motion is made because the proposed General Business (B-3) zoning district is a reasonable alternative to the RC District and fulfills the intent of the Master Plan for Land Use, and because:
1. The applicant offers to construct two covered seating areas along 12 Mile Road. The plan shows a concrete pedestrian node with benches and a metal pergola along the sidewalk fronting on 12 Mile Road, with the other stated location further to the east near Donelson Drive.
 2. The applicant offers to provide two decorative curbed walls on the property: one at the corner of 12 Mile Road and Cabaret Drive, and the other at the corner of Cabaret Drive and the entrance of Fountain Walk. The walls could include signage identifying the center. No signage for Jax Kar Wash or other businesses would be placed on the walls. The stone would match the existing wall located at the West Oaks and Donelson Drive entrance.
 3. Public utilities are available to connect to, and adequate service capacity is available for the car wash demand proposed.
 4. The car wash use is not expected to generate more traffic demand than other uses that could be built under the existing RC zoning.
 5. The project does not impact existing woodland or wetland areas since the area was prepared for development when the Fountain Walk center was originally developed.
 6. The proposed Jax Kar Wash would support the Master Plan goal of attracting new businesses to the City, and may provide a customer draw that would support the growth of other businesses within Fountain Walk.
 7. The detriments to the City from a car wash development as proposed are not substantial overall, so while the benefits to the public of this proposed use resulting from the conditions above are somewhat speculative, they do tend to outweigh the detriments.

ROLL CALL VOTE TO RECOMMEND APPROVAL TO CITY COUNCIL JZ24-02 JAX KAR WASH MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH. *Motion carried 5-1 (Becker).*

Motion to conditionally approve JZ24-02 Jax Kar Wash Preliminary Site Plan made by Member Avdoulos and seconded by Member Lynch.

In the matter of JZ24-02 Jax Kar Wash, motion to conditionally approve the Preliminary Site Plan subject to the City Council's determination regarding the proposed rezoning request with Planned Rezoning Overlay, based on and subject to the following:

- a. The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Final Site Plan.
- b. The applicant has addressed the noise impact requirements.

This motion is conditioned on the applicant's PRO request being approved by City Council, and because the plan is otherwise in compliance with Article 3, Article 4, Article 5, and Article 6 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

ROLL CALL VOTE TO CONDITIONALLY APPROVE JZ24-02 JAX KAR WASH PRELIMINARY SITE PLAN MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH. *Motion carried 5-1 (Becker).*

Motion to conditionally approve JZ24-02 Jax Kar Wash Stormwater Management Plan made by Member Avdoulos and seconded by Member Lynch.

In the matter of JZ24-02 Jax Kar Wash motion to approve the Stormwater Management Plan,

subject to the findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and items listed in those letters being addressed on the Final Site Plan. This motion is conditioned on the applicant's PRO request being approved by City Council, and because the plan is otherwise in compliance with Chapter 11 of the Code of Ordinances and all other applicable provisions of the Ordinance.

ROLL CALL VOTE TO CONDITIONALLY APPROVE JZ24-02 JAX KAR WASH STORMWATER MANAGEMENT PLAN MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH. *Motion carried 6-0.*

MATTERS FOR CONSIDERATION

1. APPROVAL OF THE AUGUST 14, 2024 PLANNING COMMISSION MINUTES

Motion to approve the August 14, 2024 Planning Commission minutes made by Member Lynch and seconded by Member Avdoulos.

ROLL CALL VOTE ON MOTION TO APPROVE THE AUGUST 14, 2024 PLANNING COMMISSION MINUTES MADE BY MEMBER LYNCH AND SECONDED BY MEMBER AVDOULOS. *Motion carried 6-0.*

CONSENT AGENDA REMOVALS FOR COMMISSION ACTION

There were no consent agenda items.

SUPPLEMENTAL ISSUES/TRAINING UPDATES

City Planner McBeth stated that the Michigan Association of Planning is holding the Planning Michigan Conference in Grand Rapids on September 25-27th.

Chair Pehrson stated relative to PRO implementation and discussion of the Jax Kar Wash PRO by the City Council, he would like to have the Planning Commission in the future better flesh out the definition of public benefit and perhaps put a little more emphasis on that in the Ordinance. He would still like to give a developer latitude to be creative but would like to see consistency in what the expectations are for the City.

AUDIENCE PARTICIPATION

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

ADJOURNMENT

Motion to adjourn the August 28, 2024 meeting made by Member Lynch and seconded by Member Becker.

VOICE VOTE ON MOTION TO ADJOURN THE AUGUST 28, 2024 PLANNING COMMISSION MEETING MADE BY MEMBER LYNCH AND SECONDED BY MEMBER BECKER. *Motion carried 6-0.*

Meeting adjourned at 7:52 PM.

*Actual language of the motion sheet subject to review.

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, SEPTEMBER 30, 2024, AT 7:00 P.M.**

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Fischer, Mayor Pro Tem Casey, Council Members Gurumurthy, Heintz, Smith, Staudt, Thomas

ALSO PRESENT: Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Tom Schultz, City Attorney

APPROVAL OF AGENDA:

CM 24-09-122 Moved by Smith, seconded by Gurumurthy; MOTION CARRIED: 7-0

Mayor Pro Tem Casey added "Older Adults Need Committee recommendation" to the Mayor and Council portion of the agenda.

To approve the agenda as amended.

Roll call vote on CM 24-08-122 Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer
Nays: None

PUBLIC HEARINGS:

Proposed Vacation of North Karevich Drive

The public hearing opened at 7:02 pm and closed at 7:03 pm with no public comment.

PRESENTATIONS:

First Quarter Goals Update – City Manager Cardenas stated that the City condensed their goals into three buckets. The three buckets are operate, build and invest. There are 23 total goals and almost half are in progress. For the remainder, the City is in the planning stages for 22% of those and 30% have not started. The biggest thing is the different committees that were either created by City Council or condensed. Three committees added are the Finance and Administration, Public Utilities, and Mobility. Two ad hoc committees added are the Environmental Sustainability and the Long-Range Strategic Planning. Six committees were either dissolved or re-organized into one of the new committees (Youth Council Liaison, PRCs Grant Citizen Advisory, Walkable Novi, Roads, Broadband, and Recreation). With respect to fiscal governance, the City is waiting on an RFP evaluation of its healthcare investments that will be due back this Friday. This goes back to supporting the current offering for long-term, post-employment benefits for employees. For assessing and creating a Novi Town Center, we have the Townes at Main Street, which is currently under construction. There is The Bond, which is going to add 329 apartments and there is Sakura which is currently under construction as well. Not only are those developments being constructed, but there is also some redevelopment going on.

At the Town Center the facades are being redone. There is the new Michigan State Credit Union on the northwest corner. There are some new restaurants going in like Shake Shack, Houston Hot Chicken and a Cane's Chicken will be replacing Wendy's. There is a prior plan from a master plan that is being looked at in the new light of this redevelopment. The City is excited that redevelopment is happening without the City's support in terms of programs or finances. The City will be looking for financing from the CAA to help with lighting because it's not the most sustainable and reliable. The 2023 Road Report Update will address the current PASER condition and should be done this Fall. There were two different goals with respect to having sustainable senior transit. The City has two months of data so far in terms of ridership. It's gone up since People's Express took over in July and the cost has been around \$3,100 to \$4,000. The People's Express has committed to providing data the 10th of every month. There are plans for Eight Mile and right now the work from Haggerty, just past Meadowbrook Road is wrapping up. The work west of Meadowbrook to the bridge will be going again next spring and the bridge itself will be going up for bid early in 2025. There are commitments from Wayne County that this is going to get done year.

Mayor Fischer stated that staff has done an amazing job of supporting Council.

Member Gulumurthy thanked the team for being able to initiate as many goals as possible and said it would be nice to incorporate some kind of prioritization if possible.

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Dawn Frederick, 50820 Glades Court East, was present to speak about the Nine Mile and Napier intersection. The people who live in that area are concerned about that intersection. If not familiar with it, Napier Road runs north and south and Nine Mile runs east and west, but Nine Mile does not meet up, it is offset. When trying to navigate that intersection people are dealing with traffic coming from Eight Mile and Ten Mile. By the time they get to Nine, they're usually driving at 60 miles per hour. There are people trying to turn out onto Napier from Nine Mile and it causes a hazard. There is an issue where if coming north or south on Napier and someone what to turn onto Nine Mile, going east or west, two people end up in the turn lane are head-to-head and not able to see around the other car as they're trying to turn. The other day she was going south on Napier Road and was going to turn east onto Nine Mile when a car coming north on Napier wanted to go west on Nine Mile. She was not able see around the other driver and was almost hit by another car. She found out there was a head on collision earlier that morning at that same intersection. There have been numerous accidents, and, in the summer of 2023 a young boy was hit while trying to cross Napier on his bike. The more growth that happens in that area, the more dangerous that intersection is becoming. Residents in the area have contacted the Oakland County Road Commission, Lyon Township and people in Novi. It seems that no one wants to take responsibility.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 24-09-123 Moved by Casey, seconded by Thomas; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

- A. Approve Minutes of:
September 9, 2024 - Regular Meeting
- B. Approval of the grant acceptance from the Institute for Responsive Government in the amount of \$30,000.
- C. Approval to award Great Lakes Power and Lighting the Fire Station #4 LED lighting replacement project in the amount of \$37,986.
- D. Approval to purchase twelve (12) sets of protective turnout gear for the Novi Fire Department from Phoenix Safety Outfitters, an authorized dealer for LION, who holds the National Purchasing Partners (NPP) cooperative purchase agreement for \$45,394.20.
- E. Approval to award engineering design services to Spalding DeDecker for the design of East Lake Drive Storm Sewer Improvements, in the amount of \$50,851.
- F. Approval of the final payments to Mattioli Cement Company, LLC for the 2022 and 2023 Neighborhood Road Program – Concrete Streets in the amount of \$42,382.83 and \$76,400.87, respectively, plus interest earned on retainage.
- G. Approval of the request from the property owner at 22168 Beck Road (parcel no. 50-22-33-100-023) for a variance from the Design and Construction Standards in Section 11-256 (b) to dismiss the sidewalk requirement along Beck Road, and pay into the City Sidewalk Fund.
- H. Approval of a Street Lighting Purchase Agreement with Detroit Edison Company (DTE) for the installation and ongoing operation cost of one (1) additional decorative light fixture on an existing light post located at the 10 Mile Road entrance of Valencia South Estates Phase 3, and approval of an amendment to the Street Light Agreement with the Valencia South Estates Condominium Association.
- I. Acceptance of a Conservation Easement associated with PBR23-0427 30551 Novi Road Woodland Permit, for property in Section 3, located west of Novi Road, and north of Thirteen Mile Road.
- J. Acceptance of a Conservation Easement associated with JSP19-34: Taft Knolls III for property in Section 22, located north of Ten Mile Road, and east of Taft Road.
- K. Approval of claims and warrants – Warrant 1164

Roll call vote on CM 24-09-123

**Yeas: Gurumurthy, Heintz, Smith, Staudt,
Thomas, Fischer, Casey
Nays: None**

MATTERS FOR COUNCIL ACTION:

- 1. Approve the recommendation from the Consultant Review Committee to approve Plante Moran Realpoint as consultant to assist the City with the construction of new Public Safety Facilities.**

City Manager Cardenas stated that this is the next step in the process that began last year with the work from the Public Safety Needs Committee. After receipt of the public safety feasibility study, the committee directed staff to advise for an owner's representative to be publicized for in an RFP. Staff evaluated four proposals that were submitted. The top two scored firms were presented to the Consultant Review Committee earlier this month. The CRC recommended moving forward with Plante Moran Realpoint. They had an impressive resume in the field representing clients which was the main factor for the recommendation. Additionally, Realpoint successfully represented the City of Royal Oak with construction of their admissible complex and with Novi Public Schools with the construction of the new metals fifth and sixth grade house and currently with the relocation of the baseball and softball field.

Member Thomas noted that the packet included a list of task and fees but requested if someone could review what is included in the scope of work. The City Manager responded that if the City Council is in favor of moving forward with Realpoint then the proposed consultant would solidify a scope of work and that could be taken to the Finance Administration Committee for its blessing before moving with the engagement with Realpoint. Brian Weber, plant manager & senior vice president with Realpoint, will be the account manager on the program and he added that the proposal included a range of services, and the intent would be to have the initial kickoff meeting with the appropriate committees and stakeholders to understand exactly what the needs would be and then they can tailor their services and fees. Member Thomas expressed that since she is not part of the process that would have those conversations, she is wondering if that is part of what Council's looking at doing because there are multiple buildings and multiple buildings that will be vacated. She wants to make sure that this is an all-inclusive project and that they're starting at the beginning and not leaving anything off the table that should be addressed. City Manager Cardenas replied that he did not know where the beginning would be, but he guesses staff would be looking at taking the feasibility study from Redstone, looking at space needs and then working with Plante Moran in terms of evaluating construction costs, then working with the Finance Administration Committee and then determining when would be an ideal time for an election. If anything in between that needs to be modified was on the table and that kickoff is going to help in terms of the process which to secure the necessary consultants, architects and whatnot to help with the process. The big thing is that price point and then determining how much the City needs to plan for in terms of a ballot initiative. Member Thomas said it's tricky for her because multiple buildings are being discussed. She feels like Council needs confirmation that those are the right places. She's said multiple times that the

proposed site for the public safety building doesn't make sense to her and would like to see information on that. There are places where there are proposed fire stations and some there are no proposed fire stations that Council knows a replacement fire station is needed. She wondered if the community as a whole has to be looked at to determine if there is the right number of fire stations. It's important to her moving forward to know what's the current use of the property that's there, what's the possibilities if the current police station is vacated, and consideration of a building that needs to be torn down. She wants to make sure that Council is not only considering what's being built, where it's being built and then what's it going to take to take care of the remnants from the past. When she looked at the task list, she didn't see those items being addressed. She reiterated that she thinks these items should be a part of the scope of work.

Member Staudt stated that the selection of their representative is the beginning a process that starts with them helping plot things out that are necessary. He wants to be clear that this is staff who is going to provide decisions and suggestions. This isn't a consultant driven type of thing. When at their recent meeting in Kansas, their staff determined their facility needs. He wants their guys to make the final decisions. The role of Realpoint is to help structure the process and help them get the right tools in place. They're not the consultant. Their responsibility is to make sure staff is working with the selected architects and consultants that may provide us additional information. If staff feels they don't have enough information to make good decisions, then they can recommend moving down that path. He asked Brian Weber if that is a description of what Realpoint is doing. Mr. Weber responded that Member Staudt was correct and that it is a matter of helping to make sure that the right stakeholders are in the room, the right questions are being asked. They promote those conversations, the right people are in place, the right order is taken so it can get done in an efficient and timely manner. Member Staudt is confident that starting with the City Manager to the Public Safety Director, they have a good idea of what they think is the appropriate place to put police and fire stations so he will acquiesce to them. What he wants to now is get to the point where they can move forward with a good company in terms of structuring things and when considering a big project like this, there a lot of moving parts. One piece that is critically important is the selection of an architect. He is confident that that this will be organized in a way that is managed by an outside voice that answers to the Council. If they have questions, they can call Realpoint to the podium anytime. He is confident that staff will provide Council with much of the information needed to do what is wanted in the end, which is to provide a first class, world class public safety facilities. He sees Realpoint people who are not going to pick what is built but they are going to make the process to build it work.

CM 24-09-124

Moved by Casey, seconded by Thomas: MOTION CARRIED: 7-0

Approval of the recommendation from the Consultant Review Committee to approve Plante Moran Realpoint as consultant to assist the City with the construction of new Public Safety Facilities.

Member Smith stated that he agreed with Member Thomas and would like to see a lot of the upfront work done. He says hopefully, after assuming Council votes to approve hiring Realpoint, they will get feedback on what the scope of work is. He wants to make sure that Council and residents gets all the information, not just the individual subcommittees. This is a gigantic project and it's going to take a buy-in from the City and people need to know what's going on.

Member Gurumurthy wanted to say that in regard to the scope of work, she hopes the team will come back at least once in two months to provide a report to the Council in terms of what they've done because phase one is a 10-month project. It's important for Council to keep focus on where things are so she requests a report out.

Member Heintz stated that for confirmation and understanding, is it the Public Safety Building Needs Committee that's going to be direct and support or make decisions? He's just trying to understand the process or some of the questions brought up by other Council members. The Mayor replied that at this point, the Public Safety Needs Committee has been disbanded. At some point maybe Council will pull together a select group of people. The Mayor sees this on Council's shoulders now. It's the biggest project they've seen in 40 - 50 years. He sees staff reporting to Council as they are the decision makers going forward.

Mayor Pro Tem Casey states that what's been clear to her is a deep interest in understanding what the process is and what the next steps are going to be while moving through the process. She addresses Mr. Weber and states that she hopes he heard that clearly because none of them are construction experts. She wants to make sure Mr. Weber understands what Council's expectations are and what's coming next would be helpful. There was an earlier request to have Mr. Weber come back every couple of months and the Mayor Pro Tem asked if was unreasonable to ask him for a monthly update presented to Council and he responded, no it was not. Mr. Weber said the first phase, the first 10 months, is the planning and deep dive to understand exactly what the program needs are. Phase two would kick in with the ballot proposal. Realpoint exists to help communities, school districts and everybody that aren't construction people and the developers' knowledge and understanding that they are on your side and there's no other interest in it other than making sure is a successful project. He continued to say that he assumed that during the first 10 months they assumed a 10 to 12 committee meetings and if they need to adapt that, they can adjust accordingly. The biggest thing is they'll promote communication and understanding that voices are being heard and they help manage that program. They'll provide timelines and structure everything to go to whatever date. Mayor Pro Tem Casey concluded that it should be planned that it's a monthly update to Council.

Mayor Fischer said that Mr. Cardenas mentioned this proposal going back to the Finance Committee and that was to have a re-look at the final scope of the project in support of staff. He has no problem if it gets sent in an admin packet to Council before signing on the dotted line. He thinks the best process instead of going back to Finance would be to send it out for all of Council's review where they can make comments and if there's no

comments, then it can be signed on. He thinks it was a good explanation from Mr. Weber regarding phase one and phase two. They have a recommendation from the police chief that he wants to vet out and potentially take it to the voters. He said it's scary for him as a mayor to take on something that's never been done as a city administration, as a council something of this magnitude. He is excited to see them moving forward because for several years now, whether being on a committee to study this or touring the police and fire stations, he knows that the facilities are inadequate, and the workforce deserves better. They say it's a great city, they want the best and it's time to ask the voters if they agree with that mission and vision for Novi and do they want to support this. He likes a lot of the questions that Member Thomas has but doesn't know if all of it will be scoped out before going to the voters. This is where phase two comes in and they will continue to scope and home in on what they're going to do and get the job done from there. He is not of the opinion that they're going to have every aspect answered before taking this to the voters, but they can continue to have those conversations. He thinks a follow up packet to the Council that's more detailed is needed and he wants that on record as far as his understanding and his recommendation moving forward and how to get that on the ballot. He thanked the Public Safety department and the staff that puts all the work into this and the Consultant Review Committee for doing a great job vetting these firms.

Member Thomas wanted to clear and thinks they need to make sure 100% that these buildings are going to be in place and it's for a growing community and it's going to have to last for another 50 years. She wants to make sure that the work is done on the front end and that they are making all the best decisions before a shovel is put in the ground because once it's moving, that's it. She doesn't want to have a bunch of buildings that need to be replaced all at the same time.

Roll call vote on CM 24-08-124

**Yeas: Heintz, Smith, Staudt, Thomas, Fischer,
Casey, Gurumurthy**

Nays: None

- 2. Approval of the final payment to Pamar Enterprises, Inc. for the 2022 Asbestos Cement Water Main Replacement Program, in the amount of \$188,511, plus interest earned on retainage.**

CM 24-09-125

Moved by Staudt, seconded by Smith: MOTION CARRIED: 7-0

Approval of the final payment to Pamar Enterprises, Inc. for the 2022 Asbestos Cement Water Main Replacement Program, in the amount of \$188,511, plus interest earned on retainage.

Roll call vote on CM 24-08-125

**Yeas: Smith, Staudt, Thomas, Fischer, Casey,
Gurumurthy, Heintz**

Nays: None

3. Consideration of an award to SysTemp Corporation for the Civic Center and Department of Public Works HVAC automation project in the amount of \$256,698.

City Manager Cardenas stated that this is another step to modernizing the HVAC system.

CM 24-09-126 Moved by Smith, seconded by Thomas: MOTION CARRIED: 7-0

Approval of consideration of an award to SysTemp Corporation for the Civic Center and Department of Public Works HVAC automation project in the amount of \$256,698.

**Roll call vote on CM 24-08-126 Yeas: Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith
Nays: None**

4. Approval of a Resolution to vacate North Karevich Drive, which is located between West Oaks Drive and the West Oaks Access Road and convey the vacated road via Quit Claim Deed to the applicant.

Mr. Cardenas stated this is the first step in the process for the development of the proposed Culvers. This is only the consideration of vacating the road between the two West Oaks. Staff has no opposition to this request.

CM 24-09-127 Moved by Casey, seconded by Thomas: MOTION CARRIED: 7-0

Approval of a Resolution to vacate North Karevich Drive, which is located between West Oaks Drive and the West Oaks Access Road and convey the vacated road via Quit Claim Deed to the applicant.

**Roll call vote on CM 24-08-127 Yeas: Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith, Staudt
Nays: None**

5. Consideration of approval at the request of Union Pacific Holdings, LLC for Preliminary Site Plan with a Planned Development Option, Special Land Use and Stormwater Management Plan to construct a Culvers located at the northwest of the corner of Novi Road and West Oaks.

City Manager Cardenas commented that staff is here to answer questions, and the applicant is here to answer questions.

Tyler Smith, with Kimley Horn of Michigan, stated that they already went through the vacation part so they're at the special end use and preliminary site plan with the PD option. They were here recently for the Planning Commission, and they have recommended approval to Kimley Horn. Also, with him is Mike Sabrosky of Oliver Hatcher Construction, and Charles Paisley with Union Pacific Holdings who is the applicant. The

approval from the Planning Commission had conditions with they have revised their plans accordingly already. This is actually three separate parcels that is supposed to be combined into one parcel in the end. Summary of the benefits to the City include the developer taking responsibility for future maintenance of the vacated Karevich Drive which includes landscaping and estimated \$20-\$30,000 per year in maintenance cost savings for the City, the developer agrees to a 2" mill and overlay of Karevich Drive and proposed sidewalk, signage, benches & landscaping. Initially there was concerns about the traffic flows through the site specifically at Novi Road with left turns.

The intention is for traffic to come in from the West Oaks Drive existing curb cut and flow north throughout the property or rotate to West Oaks Drive where there's an intersection and less concerns with left turns on to West Oaks Drive to Novi Road. There in and offsite agreement for the sanitary and sewer extension which all three parties have agreed upon.

Mayor Pro Tem Casey asked City Attorney Schultz if this moves forward, does it go back to the Planning Commission or does Council see it again. Mr. Schultz responded that this is the part of the process where City Council is exercising its discretion on whether or not it wants the project to go forward, and the next step is administrative for the final cycle. The Mayor Pro Tem then stated that her most significant concern is the traffic, specifically northbound Novi Road turning left into West Oaks. She asked Mr. Weber to explain the signage in the area. Mr. Weber said that by the existing curb cut across from Twelve Oaks Mall is a way finding sign that says Culver's Drive as well as a Value City sign. He stated that the site plan indicated that there will be signage and pavement markings that will direct most of the traffic to and away from the site. Mayor Pro Tem reiterated that people who come in for the drive-thru are going to be directed north and Mr. Weber responded, yes. Mayor Pro Tem then asked if they were talking about doing a no left turn out of the driveway on West Oak or is the issue solved by directing drive-thru traffic people specifically. Mr. Weber responded that the traffic study approved for full access. Mayor Pro Tem asked if Mr. Weber knew if the restaurant's customers were going to be mostly sit down or drive-thru and he responded that he was told that 60% of customers are expected to use the drive-thru. Mayor Pro Tem commented that she was concerned about how close the curb cutout was to Novi Road and asked if it was known how close it was to Novi Road and what kind of concerns they might have about traffic stacking up on West Oaks as people are trying to turn in. Mr. Weber replied that it was a concern for serviceability when the traffic study was done. The Mayor Pro Tem then asked how many spots did they have stacking in the drive-thru and Mr. Weber replied that whatever it was it was the City standard, 15 cars in two lanes. Mayor Pro Tem then asked in regard to people who want to turn on West Oaks, the driveway can stack three to four cars trying to turn left and wanted to know is there a possibility that it could be five or six cars. Mr. Weber replied that it could be more.

PART 1

CM 24-09-128

Moved by Staudt, seconded by Casey: MOTION CARRIED: 7-0

Approval at the request of Union Pacific Holdings, LLC for JSP23-37 Culvers, for Special Land Use based on and subject to the following:

- 1. The proposed use will not cause any detrimental impact on existing thoroughfares based on Traffic review;**
- 2. The proposed use will not cause any detrimental impact on the capabilities of public services and facilities based on Engineering review;**
- 3. The proposed use is compatible with the natural features and characteristics of the land because there are no regulated natural features on site;**
- 4. The proposed use is compatible with adjacent uses of land because the proposed use is similar to other nearby restaurants with drive-thrus;**
- 5. The proposed use is consistent with the goals, objectives, and recommendations of the City's Master Plan for Land Use as it fulfills one of the Master Plan objectives to attract new businesses within City of Novi;**
- 6. The proposed use will promote the use of land in a socially and economically desirable manner as it fulfills one of the Master Plan objectives to attract new businesses within City of Novi;**
- 7. The proposed use is (1) listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance, and (2) is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located;**
- 8. The proposed use is (1) listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance, and (2) is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.**
- 9. City Council's determination to vacate North Karevich Drive and that the appropriate agreements are put in place prior to final administrative approval of the site plan to maintain access to the property to the north.**

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, Article 5, and Article 6 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

Roll call vote on CM 24-08-128

Yeas: Fischer, Casey, Gurumurthy, Heintz,
Smith, Staudt, Thomas

Nays: None

PART 2

CM 24-09-129

Moved by Casey, seconded by Staudt: MOTION CARRIED: 7-0

Approval at the request of Union Pacific Holdings, for JSP23-37 Culver's for Preliminary Site Plan with a PD-2 Option, and Stormwater Management Plan approval, based on and subject to the following:

- 1. City Council finding that the standards of Section 3.31.4 of the Zoning Ordinance are adequately addressed, as identified in the Planning Review Letter;**
- 2. The following ordinance deviations, which are hereby granted:**
 - i. Deviation from Section 3.31.7.B.v.a, the use conditions for fast food drive-thru under PD-2 Option as listed that requires a minimum distance of 1,000 feet between a proposed independently freestanding restaurant from any other such use on the same side of the street. The proposed restaurant is less than 1,000 feet from the Carabba's to the south.**
 - ii. Deviation from Section 4.19.2.F for allowing a dumpster in the exterior side yard due to site shape and size and multiple road frontages.**
 - iii. Landscape deviation from Section 5.5.3.B.ii and iii for lack of berm or wall along both Novi Road and West Oaks Drive due to site shape and size and multiple road frontages.**
 - iv. Landscape deviation from Section 5.5.3.B.ii and iii for deficient perimeter depth between the west drive and the west property line, as this is an existing condition;**
 - v. Landscape deviation from Section 5.5.3.B.ii for deficiency in sub-canopy trees along West Oaks Drive.**
 - vi. Deviation from Section 11-216 of the Code of Ordinances, Design Considerations, for the deficient driveway turning radius where the mountable concrete median is proposed to accommodate emergency and other large vehicles.**
 - vii. Section 9 Façade waiver for underage of brick and overage of wood-grained composite siding.**
- 3. City Council's determination to vacate North Karevich Drive and that the appropriate agreements are put in place prior to final administrative approval of the site plan to maintain access to the property to the north.**

Member Staudt comments that he was excited about have a Culver's coming to Novi as it's a world class restaurant and highly desirable in Michigan.

Roll call vote on CM 24-08-129

**Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt,
Thomas, Fischer,**

Nays: None

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS:

1. Consultant Review Committee – already discussed
2. Public Utilities and Technology Committee

Member Thomas stated that the committee met with fiber internet professionals to learn how to attract providers to the community. They learned about population density and take rates which influence a company's business case for investment. They also discussed open opportunities that may exist for collaboration between the City and service providers. Next meeting is October 22nd at 5:30 but that might change so check the calendar.

3. Environmental Sustainability Committee

Member Smith stated that at the last meeting they discussed their pillars of sustainability. They are still in the ideation phase of this large topic. The pillars will be efficiency, clean energy, sustainable infrastructure, environmental preservation and community engagement. The next upcoming event will be Pumpkin Fest. Finally, they discussed steps to bring a pilot program for Novi's version of Solarized Project. Next meetings are the 15th at 5:30 and the 29th at 5:30.

MAYOR AND COUNCIL ISSUES:

1. Napier & 9 Mile Road Intersection

Member Staudt said he was alerted to some issues related to this intersection. Over time he has made multiple trips over there and experienced firsthand the intersection which is highly dangerous. It's a complicated area because it's owned by the Oakland County Road Commission and it's their responsibility. Council would have to work with Lion Township and the Road Commission to find a solution. He doesn't see anything that should prevent this from being a high priority. He has seen multiple accidents there. It's time to make this intersection a priority. There is no data or accident reports, but he can see the danger just standing there with cars coming from both Nine Mile locations going 55 to 70 miles per hour with limited visibility. The intersection is a nightmare. He doesn't know where the funding is going to come from. He sent an email to the City Manager, the Mayor, and two of the County commissioners. Commissioner Markum forwarded the email to the Road Commission, and they did get a response from them. They said they're collecting information and looking at alternatives for something and sounds like a

roundabout. It's on their radar but the definitive words are there's no funding and no plan for execution in the future. Member Staudt thinks it their responsibility to continue to push for resolution. He thinks when the Road Commission paved that road, they created a high-speed risk in an area that is getting more saturated with development on the Lion Township side. There are new developments going up all along between 8 Mile and 10 Mile. It's just a matter of time where there is a tragedy. He's asking his colleagues on Council, City staff, the County Commission to get together and figure out a solution to because it's something that needs to be dealt with.

Mayor Fischer stated that Member Staudt did a great job articulating and bringing this up to make sure Council is aware of it. He thinks it would be helpful if City Manager Cardenas would share the completed County report with the City Council and if staff could summarize the issues at the intersection and if there's any brainstorming on short term solutions in lieu of funding at this point. He thinks Member Staudt is correct and everyone needs to work together, staff, elected officials here locally and at the county level to get a better, longer-term solution. Whether because of paving, increased density and development, the situation is not getting better, just worse. He wants to be proactive when they can. They know there's an issue, so he wants to get ahead of it. The Mayor feels that in the past, they used to get a traffic study about the top intersections. He didn't know if that's not being passed to Council or if money needs to be appropriated to get something like that done. He thinks it would be helpful for data-driven decisions to have something like that. City Manager stated that he thinks they just received a report from the TIA. The Mayor asked to have what they've gotten in the past and try to resurrect that process to help everyone understand the intersections and help Council prioritize. He wants the Mobility Committee to see the report as well.

2. Older Adult Need Committee Recommendation

Mayor Pro Tem talked about a previous presentation from the Older Adult Need Committee and their recommendations. She would like Council to consider taking the first step on one of them and that was that City Council establish a commission on older adults with the staff liaison being the serving Older Adult Services manager. If she understands the process, what has been done in the past is the Rules Committee would be tasked defining what the organizational structure and the rules would be for a new Council appointed committee. She believes that she'd be seeding support from Council to have a Council direct the Rules Committee to take a look at establishing a commission to take a look at establishing a commission on older adults. The Mayor commented that they should go ahead and see that as a referral to the Rules Committee and get that meeting set up.

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:07 P.M.

Cortney Hanson, City Clerk

Justin Fischer, Mayor

Transcribed by Becky Dockery,
Account Clerk

Date approved: October 14, 2024



CITY OF NOVI CITY COUNCIL
OCTOBER 14, 2024

SUBJECT: Approval of resolution recognizing the Novi High School Orchestra Boosters as a nonprofit organization operating in the City of Novi for the purpose of obtaining a charitable gaming license from the State of Michigan.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- The Novi High School Boosters supports the Orchestra Program
- The Boosters are applying for a Charitable Gaming License from the State of Michigan and are requesting a resolution recognizing them as a non-profit organization from the City of Novi, as required by State Act 382 of 1972

BACKGROUND INFORMATION:

The purpose of the Novi High School Boosters is to support and encourage the Orchestra Program; to bring the Orchestra Program into community focus; to engage in such education and action as may enhance the quality and quantity of musical experience and character development; and to promote the school-community interaction and exchange to the benefit of all. They are applying for a Charitable Gaming License from the State of Michigan and are required by the State Act 382 of 1972 to request a resolution recognizing them as a non-profit organization from the jurisdiction where they are based. Such a resolution carries no obligation from or endorsement by the City of Novi.

The Police Department has reviewed their submission and finds no reason to deny the request.

RECOMMENDED ACTION: Approval of resolution recognizing the Novi High School Orchestra Boosters as a nonprofit organization operating in the City of Novi for the purpose of obtaining a charitable gaming license from the State of Michigan.

QUALIFICATION INFORMATION

Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

1. ORGANIZATION INFORMATION

Organization Name Novi High School Orchestra Boosters			
Organization Physical Street Address 24062 Taft Rd.			
City Novi	State MI	Zip Code 48375	County Oakland
Organization Mailing Address			☒ Same as Physical Address
City	State	Zip Code	County
Organization Telephone Number 616-477-4111			

2. ORGANIZATION PURPOSE

Briefly describe the purpose of your organization.

The purpose of the Novi High School Orchestra Boosters is to support the orchestra program at Novi High School by organizing social events and elevating students' experience by funding things such as clinicians, concert uniforms, instrument maintenance, and scholarships.

3. LICENSE APPLICATION

Enclosed is a completed application and fee for a ☐ Bingo ☒ Raffle ☐ Charity Game Ticket license
Make checks payable to STATE OF MICHIGAN.

4. AUTHORIZED CONTACT PERSON

First Name Kristina		Last Name McKone		Position/Role with Organization president	
Mailing Address				City	
State	Zip Code	Telephone Number (Day)		Telephone Number (Evening)	
By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.					
Authorized Contact Person Signature					Date
Print Authorized Contact Name and Title Kristina McKone, president					

5. MAILING INSTRUCTIONS

Mail this completed Qualification Information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.





LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c) OR copies of one bank statement per year for the previous five years, excluding the current year.
4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert to the benefit of the local government or another nonprofit organization.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines "A local civic organization in this state that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property must revert to the benefit of the local governmental subdivision that granted the resolution or another nonprofit organization on dissolution of the organization."



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the City of Novi
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Novi High School Orchestra Boosters of Novi,
NAME OF ORGANIZATION CITY

county of Oakland, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

MEMORANDUM



TO: CORTNEY HANSON, CITY CLERK
FROM: ERICK W. ZINSER *EZ*
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE
INITIATED BY: MICHAEL BENDER, DETECTIVE *MB*
SUBJECT: NOVI HIGH SCHOOL ORCHESTRA BOOSTER
RAFFLE LICENSE APPLICATION
DATE: OCTOBER 8, 2024

ORGANIZATION INFORMATION:

Novi High School Orchestra Booster
24062 Taft Rd
Novi, MI 48375

CONTACT PERSON:

Kristina McKone-President
312-550-6135

EVENT LOCATION:

Novi High School

DATE/TIME OF EVENT:

02-22-25 at 5:30pm

INFORMATION:

The Novi Police Department received this request from the Novi City Clerk's Office to review a Raffle License Application for a fundraiser that will be held to support the orchestra program. The fundraiser will support funding clinicians, concert uniforms, instrument maintenance, and scholarships. This raffle will take place just prior to the concert, which will be held at the Novi High School.

INVESTIGATION:

Based off of the information provided, there was nothing of concern that would disqualify the applicant from approval.

**REVISED AND RESTATED
CONSTITUTION AND BYLAWS
OF
NOVI HIGH SCHOOL ORCHESTRA BOOSTERS
Adopted April 2019**

REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS

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REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS

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**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS**

ii

These revised and restated Constitution and Bylaws of the Novi High School Orchestra Boosters shall act as a total revision of the constitution and Bylaws of the Novi High School Orchestra Boosters dated September 23, 1987, as amended.

ARTICLE I
Organizational Identification

Section 1 – Name

The name of the organization shall be the "NOVI HIGH SCHOOL ORCHESTRA BOOSTERS" (hereinafter referred to as "Orchestra Boosters").

Section 2 – Orchestra Program

The Novi High School Orchestra Program (hereinafter referred to as "Orchestra Program") shall include, but not be limited to, the Wildcat Orchestra, Concert Orchestra, Symphony Orchestra, Philharmonic Orchestra, and any other group organized under the NHS Orchestra Program.

ARTICLE II
Purpose

The purpose of this organization shall be to support and encourage the Orchestra Program; to bring the Orchestra Program into community focus; to engage in such education and action as may enhance the quality and quantity of musical experience and character development; and to promote the school-community interaction and exchange to the benefit of all.

ARTICLE III
Objectives

- A. To assist the Novi High School Orchestra Program Faculty in developing, executing, and funding support for relevant activities that promote school-community interaction, and make the Novi High School Orchestra Program a contributing factor in our community.
- B. To encourage our high school Orchestra students to strive for greater musical achievements and musical appreciation by actively demonstrating our interest and support in their endeavors.
- C. To lend all possible support, both moral and financial, to all

**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS**

members of the Orchestra Program, including sponsoring fund raising activities and rendering any other assistance necessary at Orchestra functions in full support of their activities.

D. To promote a better understanding between the students, parents and community of the hard work, effort, and dedication the students give to the Orchestra Program by actively sharing and supporting their endeavors.

E. To promote personal and social enjoyment, personal growth, self-satisfaction, and pride in the Orchestra Program through active participation in the activities of the Orchestra Program.

F. To cooperate with and support the Orchestra Faculty and school administration to ensure that the Orchestra Program shall attain and maintain the highest possible degree of efficiency and excellence.

G. To comply with all existing state and federal guidelines, laws and statutes, including Section 501(c)(4) of the Internal Revenue Code of 1954, as amended or shall be hereinafter amended in order to be considered an organization exempt from federal and state taxes.

**ARTICLE IV
Membership**

Any parent or legal guardian of a current school year Orchestra member is automatically a member.

**ARTICLE V
Executive Board**

Section 1 – The Board

The organization shall be governed by an executive board (hereinafter referred to as "Board").

Section 2 – Membership and Voting Rights of the Board

The Voting Board Members shall consist of: President, 1st Vice President, 2nd Vice President, Secretary, and Treasurer. The non-voting members shall consist of: Orchestra Program Director, Past Presidents who request Board Membership.

**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS**

Section 3 – General Duties of the Board

- A. The board shall conduct the affairs of the Novi High School Orchestra Boosters in the best interest of the Novi High School Orchestra students.
- B. The board shall prepare an annual proposed financial budget for the following year at the June general membership meeting for preliminary review and approval. The annual financial budget shall be presented and voted on for final approval at the September general membership meeting.
- B. The board shall meet whenever matters of business deem it necessary, but not less than four (4) times annually.
- D. The board shall insure compliance with the:
 - i. Policies of the Novi Community School District;
 - ii. The Orchestra Boosters Articles of Non-Profit Incorporation Including these Constitution and Bylaws;
 - iii. The laws of the State of Michigan; and
 - iv. Federal Tax-Exempt Guidelines.

**ARTICLE VI
Officers' Duties and Responsibilities**

Section 1 – Elected Officers

The elected officers of this organization shall be: President, 1st Vice President, 2nd Vice President, Secretary and Treasurer.

Section 2 – President

The President shall:

- a. Be the spokesperson for the organization;
- b. Preside at all executive board and general membership meetings;
- c. Administer the Constitution and Bylaws;
- d. Appoint committees to carry out the functions of the organization; and
- e. Serve as ex-officio member of all committees.

Section 3 – 1st

The 1st Vice President shall:

- a. Assume the responsibilities of the President when the President is absent or unable to serve

**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS**

- b. _____ Serve as Chairperson of the Fundraising Committee, and shall coordinate scheduling and oversee the fundraising activities of the organization;
- c. _____ Develop, in conjunction with the Treasurer, an annual budget in May for presentation to the general membership at the June meeting.
- d. _____ Oversee financial responsibilities of all individual student accounts and major trip accounts;
- e. _____ Serve as Chairperson of the Election Committee and oversee the election process each year; and
- f. _____ Submit in May of each year a calendar of fundraising activities for the next school year to the school board and High School Administration.

Section 4 – 2nd

The 2nd Vice President shall:

- a. _____ Serve as Chairperson of the Publicity Committee;
- b. _____ Be responsible for publicizing all Orchestra functions, and reporting of same to the community;
- c. _____ Be responsible for publication and distribution of the Orchestra Boosters Monthly Newsletter and special mailings, as needed;
- d. _____ Be a member of the Fanfare Committee, responsible for procuring all advertising and compilation of Fanfare Program; and
- e. _____ Be responsible for maintaining communication between the Middle School Orchestra parents, Orchestra Director and students.

Section 5 – Secretary

The Secretary shall:

- a. _____ Take all minutes of all executive and general membership meetings;
- b. _____ Be responsible for all Orchestra Booster correspondence;
- c. _____ Maintain the business/records file of the organization;
- d. _____ Be responsible for distributing copies of minutes for meetings, and making available, upon request, copies of minutes for school administrators;
- e. _____ Be responsible for compiling and distributing Orchestra Handbooks to new members of the Orchestra Program; and
- f. _____ Be responsible for maintaining the Orchestra Booster Mailing Database.

**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
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Section 6 – Treasurer

The Treasurer shall:

- a. Have the responsibility for maintaining financial records for the organization;
- b. Receive and receipt all funds and make all distributions;
- c. Present financial reports at all General Membership Meetings;
- d. Work with the 1st Vice President to develop an annual budget in May to be presented at the June General Membership Meeting;
- e. Provide an annual financial statement;
- f. Prepare and submit the Michigan Annual Report to the proper state authority;
- g. Prepare the Federal Tax Return for the fiscal year ending June 30th. Present the completed Federal Tax Return to the incoming Treasurer for filing on or before November 15 following the fiscal year end of your term of office; and
- h. Submit a budget and financial summary to the High School Administration, per school district policy.

Section 7 – Director of Orchestra Program

The Director of the NHS Orchestra Program shall:

- a. Regularly inform the board of the progress and needs of the Orchestra Program;
- b. Submit an annual budget request to the Treasurer in April of each year for the following school year;
- c. Be the spokesperson for classroom needs and programs;
- d. Submit Orchestra rosters and an annual calendar; and
- e. Serve as Resident Agent for the NHS Orchestra Booster Non-Profit Corporation.

Section 8 – Past President

The Past President shall serve as a Board and Booster member to advise and maintain continuity from past year's activities and programs.

Section 9 – Members-at-Large

The Members-at-Large shall be committee chairpersons.

Section 10 – Alumni Representative

The Alumni Representative may be a past parent or student. The Alumni Representative shall act as a liaison between the Orchestra Boosters and the alumni parents and alumni Orchestra members to promote communication and involvement in the Orchestra Booster organization.

Section 11 – Student Representatives

**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS**

The Student Representatives shall promote communication and involvement among current Orchestra members.

ARTICLE VII
Elections

- A. A nominating committee shall be appointed by the President in March of each year, with general elections to take place at the May Orchestra Booster meeting each year.
- B. A March newsletter will have a call for nominations enabling all Orchestra Boosters to have the opportunity to be nominated for a board position. All nominations shall be submitted to the chairperson of the nominating committee.
- C. Nominations shall be submitted at the April General Membership Meeting and all recommendations for committee chairpersons. Nominations may be made from the floor at the May General Membership Meeting.
- D. The elected officers of the organization shall be President, 1st Vice President, 2nd Vice President, Secretary and Treasurer.
- E. A majority of votes cast shall be necessary to elect an officer.
- F. Only members with current Orchestra students are eligible to participate in any elections.
- G. Election of officers shall be by written ballot with results counted by two Members-at-Large not seeking office.
- H. Elected officers may be held by a two person team acting as co-officers for any one position.
- I. The term of office shall be one year, commencing June 1st and ending May 30th the following year.
- J. To be considered for election to the board (with the exception of the Alumni seat), a Orchestra Booster must have a child in the NHS Orchestra Program at the time of election or will have a child in the NHS Orchestra Program in the succeeding school year.

**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS**

- K. Vacancies on the board will be filled by a vote of the remaining board members.

**ARTICLE VIII
Standing Committee**

Section 1 – Standing Committee

There shall be the following Standing Committees:

Concession Stand	Fundraising
Publicity	Special Events
Uniform	Banquet
Equipment/Pit	Band Camp
Chaperone	Festivals
Trip	

and such other committees as the executive board shall determine.

Section 2 – Concession Stand

The Concession Stand Committee Chairperson(s) shall be appointed by the President each year. This committee shall organize and operate the Orchestra Boosters Concession Stands during Fanfare, all District and State Festivals held at Novi High School, and at any other time as determined by the Board and school administration. The committee will be responsible for maintaining all Orchestra booster concession equipment.

Section 3 – Publicity

The Publicity Committee shall be chaired by the 2nd Vice President. This committee shall be responsible for advertising, including correspondence with the press and all other matters of publicity. The committee shall be responsible for publishing the Orchestra Booster monthly newsletter to keep members informed of Orchestra activities, accomplishments and to generate enthusiasm within the Orchestra and within the community.

Page 7 of 11

Section 4 – Uniform

The Uniform Committee Chairperson(s) shall be appointed by the President each year. This committee shall assist the Orchestra Director with distribution and maintenance of uniforms. The committee's responsibilities shall include fitting of Orchestra uniforms, maintenance and cleaning of uniforms at appropriate times during the school year, and collection and inventory of uniforms at the end of each school year. The committee will also oversee uniform distribution and collection at each performance.

**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS**

Section 5 – Equipment/Pit

The Equipment/Pit Committee Chairperson(s) shall be appointed by the President each year. This committee shall be responsible for maintaining and transporting equipment that is used by the NHS Orchestra Program during the year, including, but not limited to, transporting of props, instruments, to and from any performance given by the Orchestra.

Section 6 – Festivals

The Festivals Committee Chairperson(s) shall be appointed by the President each year. This committee shall be responsible for organizing and overseeing all facets of the District and State Orchestra Festivals when hosted by Novi High School.

Section 7 – Fundraising

The Fundraising Committee shall be chaired by the 1st Vice President. This committee shall be responsible for reviewing, recommending and planning fundraisers which will enable the students to earn funds for the Orchestra Booster's budget, as well as earning funds for their own individual student accounts. The committee shall oversee regularly established sales, as well as organize any special fundraisers necessary to meet the Orchestra Program's goals. This committee will work with the Treasurer in overseeing the individual student accounts.

Section 8 – Special Events

The Special Events Committee Chairperson(s) shall be appointed by the President each year. This committee shall be responsible for planning and providing refreshments for concerts and other special events, when required.

Section 9 – Banquet

The Banquet Committee Chairperson(s) shall be appointed by the President each year. This committee shall be responsible for organizing and planning the annual June Banquet.

Section 10 – Orchestra Camp

The Orchestra Camp Committee Chairperson(s) shall be appointed by the President each year. This committee shall be responsible for planning and operating all facets of the annual summer Orchestra camp, including registration, meals, and activities.

Section 11 – Chaperone

The Chaperone Committee Chairperson(s) shall be appointed by the President each year. This committee shall organize and oversee parents to serve as chaperones for Orchestra events where the Orchestra is required to

**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS**

travel. The committee shall provide refreshments, maintain first aid kits for chaperones, and present proper guidelines for the chaperone.

Section 12 – Trip

The Trip Committee Chairperson(s) shall be appointed by the President bi-annually. The committee shall be responsible to assist the Orchestra Director and designated travel agency in planning for transportation, lodging, meals, activities, and other matters that shall be necessary for Orchestra travel for the bi-annual trip, or any other specially designated trip as selected by the Orchestra Director and approved by the school board.

**ARTICLE IX
Meetings**

Section 1 – Parliamentary Authority

All meetings shall be conducted in accordance with Robert's Rules of Order.

Section 2 – Regular Meetings

The regular meetings of the organizations shall generally be held the 2nd Tuesday of each calendar month.

Section 3 – Special Meetings

Special meetings may be called when deemed necessary by the executive board.

**ARTICLE X
Fiscal Year**

The fiscal year of the organization shall be July 1st through June 30th.

**ARTICLE XI
Quorum**

Section 1 – Executive Board Meetings

A majority of the executive board shall constitute a quorum at any executive board meeting.

Section 2 – General Membership Meetings

The membership in attendance shall constitute a quorum at any General Membership Meeting.

REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS

ARTICLE XII
Amendment

The Bylaws may be amended by a two-thirds (2/3) majority of the Orchestra Boosters present and voting when necessary and with ample notification. Notification shall be considered to be a minimum of one (1) meeting in advance of the question being voted upon.

ARTICLE XIII
Individual Student Accounts

The main purpose for individual student accounts is to encourage the students to fundraise to help subsidize the bi-annual major trip that is taken by the NHS Orchestra. With the ever expanding growth of the NHS Orchestra Program, and small groups of Orchestra members, any smaller organized Orchestra group, attending out-of-state regional and world championship events, as well as the cost of Orchestra camp, the Orchestra Boosters realize that encouraging students to do additional fundraising to allow for subsidizing these extra events would also benefit the Orchestra as a whole. Therefore, individual student accounts may be used **only** for the following purposes:

- A. In order to subsidize any additional special trips or Orchestra fees, a student's individual account must maintain a standing balance of five hundred (\$500.00) dollars, or an amount to be amended by the executive board, to be used towards the bi-annual major trip.
- B. A senior in a non-major trip year may be exempt from the five hundred (\$500.00) dollar standing balance.
- C. Individual student accounts may not be used for private lessons, solo or ensemble fees, or any individual summer enrichment program. Individual student accounts may not be used by parents to pay chaperone fees for any trip.
- E. Individual student accounts for Orchestra students who are graduating or dropping band shall be handled as follows:
 - i. *Written notification must be received by the Treasurer by the end of the Booster's fiscal year (June 30th) to transfer the balance in a student account to a sibling of the band student (sibling band accounts shall be held for a period of five (5) years following the graduation of an older sibling); or*

**REVISED AND RESTATED CONSTITUTION AND BYLAWS OF NOVI HIGH SCHOOL
ORCHESTRA BOOSTERS**

- ii. If no sibling will follow the student, any balance remaining shall be transferred to the Orchestra Booster's general fund after August 1st of the next school year.

**ARTICLE XIV
Miscellaneous**

- A. No Orchestra Booster property shall be loaned out to any individual or group without the prior approval of the executive board and Orchestra Director.
- B. Any expenditure not in the approved budget shall be subject to approval by the executive board before the expenditure is made.
- C. These revised and restated Constitution and Bylaws of the Novi High School Orchestra Boosters shall be effective upon approval.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 07 2020**

NOVI HIGH SCHOOL ORCHESTRA BOOSTERS
24062 TAFT RD
NOVI, MI 48375-3022

Employer Identification Number:
84-3328862
DLN:
26053514002650
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 03, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

NOVI HIGH SCHOOL ORCHESTRA BOOSTERS

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements



**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

OCT 01 2019

AC1

(FOR BUREAU USE ONLY)

SEP 13 2019

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

TransInfo:1 23824746-1 09/12/19
Chk#: 1197 Amt: \$20.00
ID: JOANNA J VAN EIZENGA

Name

Jim Van Eizenga

Address

24062 Taft rd

City

Novi

State

MI

ZIP Code

48375

FILED**OCT 03 2019**

EFFECTIVE DATE:

ADMINISTRATOR
CORPORATIONS DIVISION

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Novi High School Orchestra Boosters

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The purpose of this organization shall be to support and encourage the Orchestra Program; to bring the Orchestra Program into community focus; to engage in such education and action as may enhance the quality and quantity of musical experience and character development; and to promote the school-community interaction and exchange to the benefit of all.

ARTICLE III

1. The corporation is formed upon a Nonstock basis.
(Stock or Nonstock)

2. If formed on a stock basis, the total number of shares the corporation has authority to issue is

_____. If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

3. a. If formed on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
none

b. The description and value of its personal property assets are: (if none, insert "none")
none

c. The corporation is to be financed under the following general plan:
Donations received

d. The corporation is formed on a Membership basis.
(Membership or Directorship)

1. The name of the resident agent at the registered office is:
Sheila Sprague

2. The address of its registered office in Michigan is:
24062 Taft rd Novi, Michigan 48375
 (Street Address) (City) (ZIP Code)

3. The mailing address of the registered office in Michigan if different than above:
 _____, Michigan _____
 (Street Address or PO Box) (City) (ZIP Code)

[illegible]

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 3rd day of September, 2019

Karla Kennedy

Mari Mauer
Shirley Spozue



CITY OF NOVI CITY COUNCIL
OCTOBER 14, 2024

SUBJECT: Approval of the 2024-2025 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi; and adoption of resolution authorizing Novi to provide winter maintenance of selected county roads.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- The following RCOC roads within city limits- Beck, Grand River, Novi, Ten Mile, and Twelve Mile- would be cleared by the City.
- The RCOC would maintain responsibility of the following boundary roads- Haggerty, Napier, Eight Mile, Fourteen Mile, and Pontiac Trail.

BACKGROUND INFORMATION:

Over the past several winter seasons, the Department of Public Works has demonstrated the ability to provide motorists with a high level of winter maintenance services. Each season DPW crews clear ice and snow from major roads and neighborhood streets within the city's jurisdiction; as well as from selected county roads inside city limits. Accordingly, the City must enter into an annual agreement with the Road Commission for Oakland County (RCOC) to provide enhanced winter maintenance services on selected county roads.

Similar to years past, Novi DPW will maintain the following five county roads this winter. These roads are part of the 2024-2025 Winter Maintenance Agreement as depicted on the attached map:

Road	From	To	Centerline Miles	Reimbursement to City
Beck Road	Grand River Avenue	Twelve Mile Road	0.44	\$3,423.73
Grand River Avenue	Wixom Road	Haggerty Road	5.27	\$41,006.98
Novi Road	Eight Mile Road	Twelve Mile Road	3.96	\$28,559.58
Ten Mile Road	Haggerty Road	Napier Road	6.06	\$33,939.97
Twelve Mile Road	Beck Road	Haggerty Road	4.06	\$27,756.68
		Total	19.79	\$134,686.94

The City would be responsible for snow and ice control as agreed upon by the RCOC and the City of Novi, effective upon execution of the agreement for the 2024-2025 winter season. Performing winter maintenance on county roads at the city limits (Haggerty, Napier, Eight Mile, Fourteen Mile, and Pontiac Trail) would remain the RCOC's responsibility.

In FY 2023-24, City expenditures totaled \$168,614 to clear 19.79 centerline miles of Oakland County roadways, which was offset by \$130,763.96 in Act 51 revenue from Oakland County. RCOC increased the annual reimbursement amount by \$3,922.98 or 3%, raising the 2024-2025 revenue total to \$134,686.94.

The below table shows the revenue and expenditures for clearing County roads over the past three winters:

	FY 2021/22	FY 2022/23	FY 2023/24
Revenue from RCOC	\$123,257	\$126,955	\$130,764
Expenditures	\$168,614	\$150,337	\$91,573
Variance	\$(45,357)	\$(23,382)	\$39,191

Funding variances are attributed to the fluctuation of winter weather conditions, labor, material, and equipment expenditures required to provide this service. Because of the ability to enter into the agreement, motorists experience safer roadways throughout winter storm events and are provided a high standard of customer care.

To offset costs of performing snow removal services on roadways under RCOC's jurisdiction, the City will receive reimbursement in two increments: 50% (\$67,343.47) in December 2025, and 50% (\$67,343.47) in March 2025. Reimbursement funding is based on a pro-rated amount of Act 51 gas tax revenue the RCOC receives from the State of Michigan and will be paid to the City in full as part of the agreement. The City Attorney has reviewed the agreement and has found no legal impediment to entering the agreement (Beth Saarela, September 9, 2024).

RECOMMENDED ACTION: Approval of the 2024-2025 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi; and adoption of resolution authorizing Novi to provide winter maintenance of selected county roads.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

2024-2025 WINTER MAINTENANCE AGREEMENT

CITY OF NOVI and ROAD COMMISSION FOR OAKLAND COUNTY

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on October 14, 2024, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT:

ABSENT:

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

WHEREAS; the City of Novi has determined that it is desirable to enter into an Agreement with the Road Commission for Oakland County to perform snow and ice removal operations on Beck Road from Grand River Avenue to Twelve Mile Road, Grand River Avenue from Haggerty Road to Twelve Mile Road, Novi Road from Eight Mile Road to Twelve Mile Road, Ten Mile Road from Haggerty Road to Napier Road, and, Twelve Mile Road from Beck Road to Haggerty Road.

WHEREAS; entering into a formal one-year agreement is necessary to facilitate the transfer of jurisdiction from the Road Commission of Oakland County to the City of Novi for said ice and snow removal operations on the designated roadways within the City limits of Novi, and,

WHEREAS; the Road Commission for Oakland County will reimburse to the City of Novi a total of \$134,686.94 for maintaining 19.79 miles, said compensation calculated and agreed to by the Road Commission for Oakland County as fair and equitable compensation for snow and ice removal operations on County roads within the City of Novi.

NOW, THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Council for the City authorize the execution of the 2024-2025 Winter Maintenance Agreement with the Road Commission for Oakland County.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

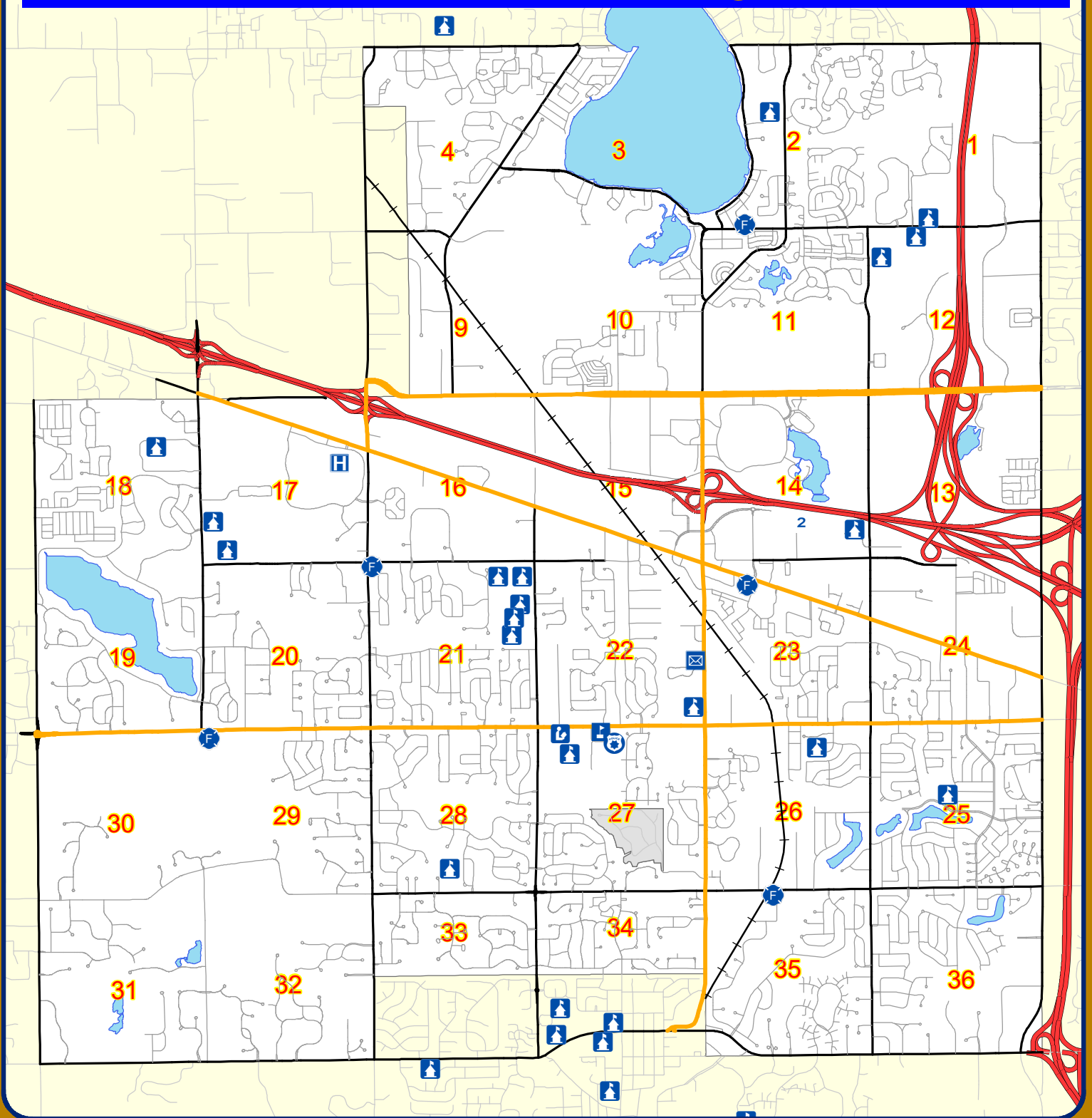
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 14th day of October, 2024, 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

Road Commission for Oakland County Roads Maintained by City of Novi Under 2024-25 Winter Maintenance Agreement



Map Author: Jon Gartha
Date: October 7, 2024
Project: RCOC Winter Maintenance Agreement
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.

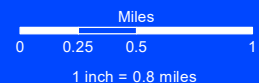
Legend

- RCOC Roads Plowed Under Contract
- Minor Streets
- Major Roads
- Freeway

Beck Road: 0.44 Miles - Grand River Ave to Twelve Mile Rd
Grand River Ave: 5.27 Miles - Haggerty Rd to Twelve Mile Rd
Novi Road: 3.96 Miles - Eight Mile Rd to Twelve Mile Rd
Ten Mile Road: 6.06 Miles - Haggerty Rd to Napier Rd
Twelve Mile Road: 4.06 Miles - Beck Rd to Haggerty Rd



City of Novi
Integrated Solutions Team
Geospatial Resources Division
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

September 9, 2024

Matt Wiktorowski, Field Operations Manager
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: 2024-2025 Winter Maintenance Agreement with Road Commission for Oakland County

Dear Mr. Wiktorowski:

We have received and reviewed the proposed 2024-2025 Winter Road Maintenance Agreement prepared by the Road Commission for Oakland County for the purpose of authorizing payment to the City for the City's maintenance of County roads within the City. Other than the 3% increase in fees to be paid to the City, the Agreement remains the same as the 2023-2024 version, including all insurance requirements. Accordingly, we see no legal impediment to the City's approval and execution of the 2024-2025 Winter Road Maintenance Agreement.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosures

Matt Wiktorowski, Field Operations Manager
City of Novi
September 9, 2024
Page 2

C: Cortney Hanson, Clerk
Jeffrey Herczeg, Public Works Director
Thomas R. Schultz, Esquire



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

August 28, 2024

Mr. Jeff Herczeg
Public Service, Field Operations
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

RE: 2024-2025 Winter Maintenance Agreement

Dear Mr. Wiktorowski:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Novi.

This 2024-2025 agreement has an increase of 3%, which increases the amount from \$130,763.96 to \$134,686.94.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City Council to my account assistant Lema Sabbagh, email, lsabbagh@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/ls
Attachment

2024-2025 WINTER MAINTENANCE AGREEMENT
CITY OF NOVI

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____ day of _____, 2024, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Novi, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$134,686.94 as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2024
50% in March 2025

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, it is the intent of the parties that in performing the Winter Maintenance obligations under this Agreement, the City shall have and retain governmental immunity as a governmental agency, and shall have and/or receive any immunity conferred by virtue of its performance of the maintenance obligations that are by statute or otherwise the responsibility of the Board and for which it is immune.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or 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 this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2024, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2025, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

Witnesses:

CITY OF NOVI
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

**WINTER MAINTENANCE
2024-2025
CITY OF NOVI
EXHIBIT A**

Beck Road

Extending from Grand River Avenue to Twelve Mile Road

	<u>Miles</u>	<u>Cost Per Mile</u>	
	0.44	\$7,781.21	\$ 3,423.73
<u>Grand River Avenue</u>			

Extending from Wixom to Haggerty

	<u>Miles</u>	<u>Cost Per Mile</u>	
	5.27	\$7,781.21	\$ 41,006.98
<u>Novi Road</u>			

Extending from Eight Mile Road to Twelve Mile Road

	<u>Miles</u>	<u>Cost Per Mile</u>	
	1.00	\$4,446.40	\$ 4,446.40
	0.45	\$6,308.65	\$ 2,838.89
	1.55	\$7,781.21	\$ 12,060.88
	<u>0.96</u>	<u>\$9,597.30</u>	<u>\$ 9,213.41</u>
	3.96		\$ 28,559.58
<u>Ten Mile Road</u>			

Extending from Napier Road to Haggerty Road

	<u>Miles</u>	<u>Cost Per Mile</u>	
	3.15	\$4,446.40	\$ 14,006.16
	1.84	\$6,308.65	\$ 11,607.92
	<u>1.07</u>	<u>\$7,781.21</u>	<u>\$ 8,325.89</u>
	6.06		\$ 33,939.97
<u>12 Mile Road</u>			

Extending from Beck Road to Haggerty Highway

	<u>Miles</u>	<u>Cost Per Mile</u>	
	1.15	\$4,446.40	\$ 5,113.36
	<u>2.91</u>	<u>\$7,781.21</u>	<u>\$ 22,643.32</u>
	4.06		<u>\$ 27,756.68</u>

Total Miles	19.79	TOTAL	\$134,686.94
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TWO LANES (\$4,446.40 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
1.00	\$4,446.40	\$ 4,446.40
3.15	\$4,446.40	\$ 14,006.16
<u>1.15</u>	\$4,446.40	<u>\$ 5,113.36</u>
5.30		\$ 23,565.92

THREE LANES (\$6,308.65 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.45	\$6,308.65	\$ 2,838.89
<u>1.84</u>	\$6,308.65	<u>\$ 11,607.92</u>
2.29		\$ 14,446.81

FOUR OR FIVE LANES (\$7,781.21 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.44	\$7,781.21	\$ 3,423.73
5.27	\$7,781.21	\$ 41,006.98
1.55	\$7,781.21	\$ 12,060.88
1.07	\$7,781.21	\$ 8,325.89
<u>2.91</u>	\$7,781.21	<u>\$ 22,643.32</u>
11.24		\$ 87,460.80

SIX OR MORE LANES (\$9,597.30 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.96	\$9,597.30	\$ 9,213.41
<u>Total Miles</u>		
19.79		TOTAL \$134,686.94

50% in December 2024	\$67,343.47
50% in March 2025	<u>\$67,343.47</u>
Total	\$134,686.94

EXHIBIT B

2024-2025 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION (CITY)

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.

1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability: Each Person \$1,000,000 Each Occurrence \$1,000,000	or: Combined Single Limit: Each Occurrence: \$1,000,000
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Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- a. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- b. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City’s General Liability Insurance.
- c. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- d. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	CONTACT NAME: Kris Cannon PHONE (A/C, No, Ext): 517-265-1886 E-MAIL ADDRESS: kris.cannon@kapnick.com	FAX (A/C, No):
INSURED City of Novi 45175 Ten Mile Road Novi MI 48375	INSURER(S) AFFORDING COVERAGE INSURER A : The Charter Oak Fire Insurance Company INSURER B : The Travelers Indemnity Company INSURER C : Travelers Property Casualty Insurance Company INSURER D : INSURER E : INSURER F :	NAIC # 25615 25658 36161

COVERAGES

CERTIFICATE NUMBER: 112354113

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ZLP-91N79886-24-PB	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	810-1Y581064-IND-24	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	ZUP-91N798898-24-PB	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CG D4 80 02 19 XTEND Endorsement for Public Entities. Written Contract Required.

General Liability - Blanket coverage:

Who is an Insured - Owners, Managers or Lessors of Premises

Blanket Additional Insured - Persons or Organizations for your Ongoing Operations as required by written contract or agreement.

Blanket Waiver of Subrogation

See Attached...

CERTIFICATE HOLDER**CANCELLATION**Road Commission for Oakland County
31001 Lahser Road
Beverly Hills MI 48025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Kapnick Insurance Group		NAMED INSURED City of Novi 45175 Ten Mile Road Novi MI 48375
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella coverage is excess over underlying.

The certificate holder and all agencies specified by the Road Commission, as their interest may appear, Owner's Public Liability Insurance shall be an additional insured with reference to the "2024-2025 Winter Maintenance, Road Commission of Oakland County". A 30 day notice of cancellation applies.



**CITY OF NOVI CITY COUNCIL
OCTOBER 14, 2024**

SUBJECT: Approval of claims and warrants – Warrant 1165

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, #1165 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1165

CITY OF NOVI
Warrant 1165
Monday, October 14, 2024

Check	Vendor Name	Description	Amount
192149	BROWN, KYLE	REIMBURSE TRAVEL (HIDTA)	505.80
192150	CHADWICK, COREY	REIMBURSE TRAVEL (HIDTA)	505.80
192151	CITY OF PORT HURON	INVOICE: 24-0005726 AND 24-0005976 (HIDTA)	1,790.40
192152	CONOLLY, BRIAN	REIMBURSE TRAVEL (HIDTA)	505.80
192153	CRAMER, ANDREW	REIMBURSE TRAVEL (HIDTA)	505.80
192154	GARVIS, JASON	REIMBURSE TRAVEL (HIDTA)	505.80
192155	KAHANEC, SHAUN	REIMBURSE TRAVEL (HIDTA)	505.80
192156	KLEIN, KYLE	REIMBURSE TRAVEL (HIDTA)	505.80
192157	KROGER, MARK	REIMBURSE TRAVEL (HIDTA)	505.80
192158	KUIACK, MATTHEW	REIMBURSE TRAVEL (HIDTA)	505.80
192159	MACDONALD, CRAIG	REIMBURSE TRAVEL (HIDTA)	505.80
192160	MAHLMEISTER, JILLIAN	REIMBURSE TRAVEL (HIDTA)	505.80
192161	MCDONNELL, CAMERON	REIMBURSE TRAVEL (HIDTA)	505.80
192162	OLECH, KIMBERLY	REIMBURSE TRAVEL (HIDTA)	505.80
192163	PARRAN, DILLAN	REIMBURSE TRAVEL (HIDTA)	505.80
192164	PENZAK, SHAWN	REIMBURSE TRAVEL (HIDTA)	505.80
192165	PUNG, NICK	REIMBURSE TRAVEL (HIDTA)	505.80
192166	SCHUKNECHT, SCOTT	REIMBURSE TRAVEL (HIDTA)	505.80
192167	SHOCK, KYLE	REIMBURSE TRAVEL (HIDTA)	505.80
192168	SOUTHWEST ENFORCEMENT TEAM	REIMBURSE SWET HIDTA FUNDS	70.09
192169	SOUTHWEST ENFORCEMENT TEAM	REIMBURSE SWET HIDTA FUNDS	756.23
192170	STATE OF MICHIGAN	INVOICE 551-640277 (HIDTA)	2,334.75
192171	UPCHURCH, ROBERT	REIMBURSE TRAVEL	505.80
192172	VERIZON WIRELESS	ACCOUNT 942421817-00001 (HIDTA)	2,041.25
192173	VERIZON WIRELESS	ACCOUNT 942421817-00001	87.47
192174	WEEKS, BRIAN	REIMBURSE TRAVEL (HIDTA)	505.80
192175	WELKER, LANCE	REIMBURSE TRAVEL (HIDTA)	505.80
192176	ZAGACKI, STEVE	REIMBURSE TRAVEL (HIDTA)	505.80
192177	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTHCARE INSURANCE	7,304.72
192178-192218	DTE ENERGY	ELECTRICITY	58,864.22
192219	HARTFORD, THE	EMPLOYEE LIFE, LTD AND AD/D INSURANCE	18,934.68
192220	HEALTH ALLIANCE PLAN	EMPLOYEE HEALTHCARE INSURANCE	21,445.41
192221	1ST AYD CORPORATION	OPERATING SUPPLIES	660.90
192222	A AND R PLUMBING LLC	BUILDING MAINTENANCE (POLICE, FACILITIES)	5,422.12
192223	ABC PUBLIC HOUSE, LLC	BLDG. BOND REFUND (ESCROW)	2,000.00
192224	ABC PUBLIC HOUSE, LLC	BLDG. BOND REFUND (ESCROW)	30,000.00
192225	ACCUFORM PRINTING & GRAPHICS INC	OPERATING SUPPLIES	578.00
192226	AECOM GREAT LAKES, INC	PROFESSIONAL SERV - VAR PROJ (DRAIN, STREETS, DPW, CM)	119,055.00
192227	AIRGAS USA, LLC	OPERATING SUPPLIES	113.45
192228	AJAX PAVING INDUSTRIES INC	CONSTRUCT: BECK RD PAVEMENT PRESERVATION (MAJOR ST)	1,258,333.55
192229	ALLIE BROTHERS INC	SUPPLIES UNIFORMS	436.88
192230	ALLIED INC	EQUIPMENT MAINTENANCE (PARKS MAINT, POLICE, DPW)	1,471.52
192231	ALTECH DOORS LLC	BUILDING MAINTENANCE	655.64
192232	AMAZON	LIBRARY PROGRAMMING	714.88
192233	AMERICAN GENERATORS SALES AND	BLDG GENERATOR (FACILITIES)	47,633.60
192234	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	420.00
192235	ANDERSON, GAIL	ADULT PROGRAMS	200.00
192236	ANTECO, INC	FORESTRY MAINTENANCE	300.00
192237	APOLLO FIRE APPARATUS SALES AND	VEHICLE MAINTENANCE (FIRE)	1,121.87
192238	APPLIED INNOVATION	INTERNAL TECHNOLOGY COMMUNITY RELATIONS	250.89
192239	ASCENSION MICHIGAN EMPLOYER	MEDICAL EXPENSE/PRE EMPLOYMENT - CITYWIDE (HR)	2,548.25
192240	AZZOUZ, JIMMY & NICOLE C	BLDG. BOND REFUND (ESCROW)	500.00
192241	B & B LANDSCAPING	GROUNDS MAINTENANCE (W&S, STREETS, DRAIN)	9,820.00
192242	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
192243	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
192244	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
192245	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
192246	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
192247	BANK'S VACUUM	CUSTODIAL SUPPLIES	19.99
192248	BELSON OUTDOORS, LLC	OPERATING SUPPLIES (PARKS & REC)	1,193.00

192249	BERTIN, KENNETH M.	ADULT SOFTBALL	75.00
192250	BEYER, TODD A.	TENNIS LESSONS (PARKS & REC)	3,656.80
192251	BLACK DIAMOND SPRINKLERS/RAIN INC	GROUNDS MAINTENANCE	125.00
192252	BOUND TREE MEDICAL LLC	OPERATING SUPPLIES	919.78
192253	BRIEN'S SERVICES INC	GROUNDS MAINTENANCE (LIBRARY)	1,720.00
192254	BRODART CO.	LIBRARY BOOKS LENDING	6,511.98
192255	BUTLER, LAWRENCE ANTHONY	OLDER ADULTS VETERANS ACTIVITIES	500.00
192256	C.F. LONG & SONS, INC.	STORM SEWER MAINTENANCE	816.00
192257	CAMFIL USA, INC.	RANGE FILTERS AND FILTER INSTALLATION (POLICE)	1,636.80
192258	CANON FINANCIAL SERVICES INC	PRINTING AND PUBLISHING (LIBRARY)	1,883.46
192259	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW SERV 8/2024 (COMM DEV)	6,915.00
192260	CARNIVAL BOUNCE RENTALS, LLC.	COMMUNITY PROMOTION - TRAIN RENTAL (POLICE)	2,000.00
192261	CARRIER & GABLE INC	TRAFFIC CONTROL SIGN REPLACEMENT PROGRAM	795.70
192262	CARTER'S CEMETERY PRESERVATION	CEMETERY MAINTENANCE (PARKS & REC)	1,572.50
192263	CAUCHI, PATRICIA	PETTY CASH	41.52
192264	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY - CITYWIDE (IT)	1,716.70
192265	CENTER POINT LARGE PRINT	LIBRARY BOOKS	25.17
192266	CHET'S RENT-ALL INC.	YOUTH SOCCER	10.20
192267	CHILTON, KIMBERLY S.	OLDER ADULTS FITNESS (PARKS & REC)	3,432.00
192268	CINTAS CORP	SUPPLIES UNIFORMS (DPW, FACILITIES)	1,124.71
192269	CORE & MAIN LP	WATER LINE MAINTENANCE (WATER & SEWER)	2,854.80
192270	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE - CITYWIDE (CLERK)	2,145.24
192271	COUGAR SALES & RENTAL INC	OPERATING SUPPLIES	752.47
192272	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES	420.00
192273	CREATING SUSTAINABLE LANDSCAPES LLC	GROUNDS MAINTENANCE	490.00
192274	CUTMYTREEDOWN.COM	FORESTRY MAINTENANCE (TREE FUND)	27,768.75
192275	CYNERGY WIRELESS PRODUCTS, INC.	RADIO MAINTENANCE (FIRE)	2,405.80
192276	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	225.00
192277	DEMCO INC.	OPERATING SUPPLIES	89.61
192278	DORNBOS SIGN & SAFETY INC	SIGNING SUPPLIES (DPW, STREETS)	3,841.34
192279	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES (ESCROW)	3,485.00
192280	VOID	VOID	- V
192281	DTE ENERGY	STREET LIGHTING	20,859.07
192282	ELLSWORTH INDUSTRIES INC.	GROUNDS MAINTENANCE (PARKS MAINT)	1,450.00
192283	EMPIRE PRINTING, LLC	SAND VOLLEYBALL LEAGUE	203.56
192284	ERICKSON, CHELSEA	DANCE PROGRAMS (PARKS & REC)	4,735.50
192285	ETNA SUPPLY	WATER LINE MAINTENANCE	831.50
192286	EVERON LLC	CONTRACTUAL SERVICES	203.88
192287	FARKAS, JULIE	PETTY CASH	116.41
192288	FARKAS, JULIE	REIMBURSEMENTS	378.53
192289	FENDT BUILDERS SUPPLY, INC	STORM SEWER MAINTENANCE (DRAIN)	1,065.60
192290	FERGUSON WATERWORKS #3386	WATER METERS (WATER & SEWER)	4,260.00
192291	FIRE SYSTEMS OF MICHIGAN	BUILDING MAINTENANCE	237.75
192292	FLINT NEW HOLLAND INC.	LAWN MOWER MAINTENANCE (DPW)	4,071.64
192293	FOX DETROIT PROPERTIES LLC	BLDG. BOND REFUND (ESCROW)	1,935.00
192294	FREEMAN, LAURIE	ART PROGRAMS	725.00
192295	G2 CONSULTING GROUP, LLC.	MATERIAL TESTING: SS UPGRADES (WATER & SEWER)	1,750.00
192296	GABRIEL,ROEDER,SMITH & CO	PROFESSIONAL SERVICES - ACTUARY (FINANCE)	6,750.00
192297	GALE/CENGAGE LEARNING	LIBRARY BOOKS	120.76
192298	GANI PROPERTIES GROUP LLC	BLDG. BOND REFUND (ESCROW)	1,600.00
192299	GARY'S CATERING INC	SUPPLIES PRISONER MEALS/LINEN	50.00
192300	GAZDA'S GRADING AND EXCAVATING	HCD (COMM DEV BLOCK GRANT)	5,885.62
192301	GDI SERVICES INC	CUSTODIAL SERVICES (LIBRARY)	8,120.00
192302	GRAINGER INC, W W	OPERATING SUPPLIES (DPW, FIRE, PARKS MAINT)	1,129.17
192303	GREAT LAKES ACE	OPERATING SUPPLIES	87.45
192304	GREAT LAKES POWER & LIGHTING INC.	BUILDING MAINTENANCE (LIBRARY, W&S, FACILITIES, FIRE)	7,427.07
192305	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00
192306	GREAT LAKES WATER AUTHORITY	WATER & IWC CHARGES 8/2024 (WATER & SEWER)	1,061,078.67
192307	GREEN CASTLE PROPERTIES LLC	BLDG. BOND REFUND (ESCROW)	1,300.00
192308	GRUBBS, AYANE	PER DIEM / CONFERENCE REIMBURSEMENT (IT)	2,476.87
192309	GUNNERS METERS & PARTS, INC.	WATER METERS (WATER & SEWER)	1,128.00
192310	HALL, KEVIN M.	ADULT BASKETBALL	40.00
192311	HANOVER TECHNICAL SALES, INC.	OPERATING SUPPLIES (LIBRARY)	1,303.81
192312	HANSON RENAISSANCE COURT REPORTERS	PROFESSIONAL SERVICES (COMM DEV)	1,141.11
192313	HARRELL'S, LLC	GROUNDS MAINTENANCE (PARKS MAINT)	5,254.26
192314	HARTFORD, THE	EMPLOYEE INSURANCE	168.84
192315	HASTINGS AIR-ENERGY CONTROL	BUILDING MAINTENANCE	696.75
192316	HAVENER TECH	DETENTION BASIN MAINTENANCE (DRAIN)	49,000.00

192317	HAVRISTIUC, ANGELA	BLDG. BOND REFUND (ESCROW)	1,000.00
192318	HAVRISTIUC, ANGELA	BLDG. BOND REFUND (ESCROW)	5,000.00
192319	HAVRISTIUC, ANGELA	BLDG. BOND REFUND (ESCROW)	2,700.00
192320	HAVRISTIUC, ANGELA	BLDG. BOND REFUND (ESCROW)	5,800.00
192321	HEALEY FIRE PROTECTION INC.	BUILDING MAINTENANCE (FACILITIES)	4,350.00
192322	HOLBROOK'S ROOFING CO., INC.	BUILDING MAINTENANCE (FACILITIES)	1,400.00
192323	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES - CITYWIDE	1,781.47
192324	IMPERIAL DADE	BUILDING MAINTENANCE	946.35
192325	JACKSON, JOHN	REFUND PARKS	2,440.00
192326	JAMES COX	BLDG. BOND REFUND (ESCROW)	500.00
192327	JOHN'S SANITATION SERVICE	OPERATING SUPPLIES (PARKS & REC)	1,340.00
192328	JOHNSON, RONALD DEAN	ADULT SOFTBALL	390.00
192329	KBK LANDSCAPING, INC.	GROUNDS MAINTENANCE (PARKS MAINT, FACILITIES)	25,210.00
192330	KENNEDY INDUSTRIES INC	LIFT STATION MAINTENANCE	443.00
192331	KENSINGTON FAMILY HOMES	BLDG. BOND REFUND (ESCROW)	1,000.00
192332	KENSINGTON FAMILY HOMES	BLDG. BOND REFUND (ESCROW)	5,000.00
192333	KENSINGTON FAMILY HOMES	BLDG. BOND REFUND (ESCROW)	1,000.00
192334	KIMBALL MIDWEST	OPERATING SUPPLIES (DPW, POLICE)	1,190.10
192335	KINOKUNIYA BOOK STORES OF AMERICA	LIBRARY BOOKS	749.43
192336	KNIGHT TECHNOLOGY GROUP, INC	COMPUTER SUPPLIES	700.00
192337	KOERNKE, KATHLEEN	REFUND PARKS	12.00
192338	KOHSER, PAUL	REFUND PARKS	20.00
192339	LEDBETTER LAWN SERVICE	WEED CUTTING - ORDINANCE (COMM DEV)	1,120.00
192340	LEPOFSKY, BARRY J.	ADULT SOFTBALL	225.00
192341	LIBRARY DESIGN ASSOCIATES, INC.	BUILDING IMPROVEMENTS (LIBRARY)	18,320.00
192342	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE (TREE FUND, W&S)	17,855.39
192343	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE (POLICE, DPW)	1,012.81
192344	MALINOWSKI, JUDITH M.	MEDICAL SERVICE - PRE EMPLOYMENT (POLICE, FIRE)	1,400.00
192345	MASTER MAINTENANCE	JANITORIAL CONTRACTS (FACILITIES)	17,258.48
192346	MATTIOLI CEMENT CO., LLC	CONSTRUCT: 2024 NEIGHBORHOOD RDS PROGRAM (STREETS)	123,727.78
192347	MCDONALD, GAYLE	REFUND PARKS	2,440.00
192348	MCKENNA ASSOCIATES INC	BUILDING, TRADE, & PLAN REVIEW SERVICES (COMM DEV)	3,931.25
192349	MEADOWBROOK ART CENTER	OPERATING SUPPLIES	221.68
192350	MERJENT, INC	21111 MEADOWBROOK RD (ESCROW)	1,000.00
192351	METRO GENERAL CONTRACTORS INC	BLDG. BOND REFUND (ESCROW)	8,000.00
192352	MICHIGAN CAT	EQUIPMENT MAINTENANCE (DPW)	1,646.47
192353	MIDWEST COLLABORATIVE FOR LIBRARY	CONFERENCE	160.00
192354	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS (LIBRARY)	1,324.57
192355	MILLER, TINA	CHAIR EDUCATIONAL REIMBURSEMENTS	874.90
192356	NAIDA, CHRISTOPHER & HEATHER	BLDG. BOND REFUND (ESCROW)	800.00
192357	NOVI ROTARY CLUB	MEMBERSHIPS	714.00
192358-192360	NOVI, CITY OF	CITY'S SHARE OF FEES COLLECTED	46,659.01
192361	NUNEZ, TOM	REFUND PARKS	20.00
192362	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE (DPW, FIRE, POLICE)	2,238.46
192363	OAKLAND COMMUNITY COLLEGE	MEDICAL SERVICE	900.00
192364	OAKLAND COUNTY REGISTER OF DEEDS	N KAREVICH RESOLUTION / QUIT CLAIM DEED	60.00
192365	OAKLAND COUNTY REGISTER OF DEEDS	TAFT KNOLLS III WOODLAND CONSERV EASEMEN	30.00
192366	OAKLAND COUNTY REGISTER OF DEEDS	30551 NOVI ROAD WOODLAND CONSERV EASEMENT	30.00
192367	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	50.92
192368	ORIGINAL BIG DOG HOT DOGS LLC	COMMUNITY PROMOTION	900.00
192369	ORKIN	BUILDING MAINTENANCE	786.92
192370	ORLANDO, MIKE	TUITION REIMBURSEMENT	1,528.00
192371	OTIS ELEVATOR COMPANY	BUILDING MAINTENANCE (FACILITIES)	4,278.75
192372	PAMAR ENTERPRISES, INC.	CONSTRUCT: SS UPGRADES (LANNYS & DRAKE) (W&S)	723,447.73
192373	PEPPER & SON INC, J.W.	NOVI CONCERT BAND	27.99
192374	PHOENIX SAFETY OUTFITTERS	SUPPLIES UNIFORMS	225.00
192375	PK CONTRACTING INC.	ROUTINE MAINTENANCE (STREETS)	76,373.35
192376	POWER CLEANING SYSTEMS	EQUIPMENT MAINTENANCE (DPW)	2,011.86
192377	PRECISE MRM LLC	INTERNAL TECHNOLOGY - CITYWIDE (IT)	3,427.00
192378	PROSCREENING, LLC	RECRUITMENT (HR)	1,525.00
192379	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
192380	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
192381	QUICK SILVER MARKETING SOLUTIONS	YOUTH SOCCER (PARKS & REC)	2,475.00
192382	QUILL CORPORATION	OFFICE SUPPLIES	114.45
192383	R.J.'S PEST CONTROL	BUILDING MAINTENANCE	250.00
192384	REASON CONSULTING CORPORATION	PERSONAL PROPERTY AUDITOR (ASSESSOR)	3,333.00
192385	REHMANN ROBSON	INDEPENDENT AUDIT (FINANCE)	23,000.00
192386	RESOURCE RECOVERY AND RECYCLING	RECYCLING CENTER (DPW)	4,366.00

192387	RICKEL, AIDAN	CHORALAIRES (PARKS & REC)	1,240.00
192388	RKA PETROLEUM COS., INC	GASOLINE AND OIL	22,736.70
192389	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SERVICES (STREETS)	6,959.50
192390	ROSATI, SCHULTZ, JOPPICH &	DRIFTWOOD BAR & GRILL	400.00
192391	ROSS, MICHAEL	ADULT BASKETBALL	40.00
192392	SAM'S CLUB DIRECT	COMMUNITY PROMOTION	803.51
192393	SERRA FORD FARMINGTON HILLS	VEHICLE MAINTENANCE	955.00
192394	SIGNAL RESTORATION SERVICES	BIO HAZARD CLEANING OF JAIL CELLS	539.54
192395	SIGNATURE SERVICES	PARKING LOT MAINTENANCE FIRE STATION #4 (DPW)	31,133.55
192396	SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS MAINTENANCE	325.44
192397	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	790.97
192398-192403	SPALDING DE DECKER	PROFESSIONAL SERVICES (ESCROW)	74,271.18
192404	SPRAY-PATCH ROAD REPAIR, INC.	ROUTINE MAINTENANCE (STREETS)	127,509.70
192405	STEIN, KEVIN B.	ADULT SOFTBALL (PARKS & REC)	4,056.00
192406	SYSTEMP CORPORATION	BUILDING MAINTENANCE	595.00
192407	SZELAP, CHRISTINE E. HEFFERNAN	KARATE (PARKS & REC)	2,205.00
192408	T & M ASPHALT PAVING INC	CONSTRUCT: PICKLEBALL COURTS (CIP, MEADOWBROOK)	351,326.96
192409	TECH LOGIC CORPORATION	COMPUTER SUPPLIES	74.04
192410	TETYANA V MAMCHUK	BLDG. BOND REFUND (ESCROW)	400.00
192411	THE SUMMIT COMPANY, INC BUILDING	BLDG. BOND REFUND (ESCROW)	5,809.00
192412	THORNTON & GROOMS INC	BLDG. BOND REFUND (ESCROW)	1,500.00
192413	TRUCK & TRAILER SPECIALTIES, INC.	2024 F-350 QUOTED UPFITS FOR NOVI TRUCKS (DPW)	37,084.76
192414	TRUE BLUE INVESTGATIONS LLC	RECRUITMENT	850.00
192415	ULINE, INC.	CUSTODIAL SUPPLIES	489.44
192416	USA BLUEBOOK	WATER METERS	672.97
192417	VARIPRO	EMPLOYEE FLEX BENEFIT REIMBURSEMENT	3,334.39
192418	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE (DPW)	4,034.65
192419	WALSH, SHERYL	PER DIEM 3CMA CONFERENCE	208.00
192420	WANG, YANG & CHENG, YEN XIAO	BLDG. BOND REFUND (ESCROW)	500.00
192421	WATERFRONT PUBLIC HOUSE, LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
192422	WEINGARTZ SUPPLY CO INC	WATER LINE MAINTENANCE	181.98
192423	WESTERN SUBURBAN SOCCER	YOUTH SOCCER LEAGUE (PARKS & REC)	7,025.00
192424	WILLIAMS, WENDY	OLDER ADULTS FITNESS	691.20
192425	WITHERELL, JAY S.	MEDICAL SERVICE - PRE EMPLOYMENT (FIRE)	1,800.00
192426	WT COX INFORMATION SERVICES	LIBRARY PERIODICALS	16,749.33
192427	ZURMUEHLEN, MARYANN	REIMBURSEMENT	29.95
192428	AT&T MOBILITY	ACCOUNT 830154504 (HIDTA)	306.59
192429	BORIEO, SANDRA	PROFESSIONAL SERVICES (HIDTA)	714.74
192430	COMCAST BUSINESS	ACCOUNT 8529 10 205 0785285 (HIDTA)	219.50
192431	COMCAST BUSINESS	ACCOUNT 8529 10 122 0469861 (HIDTA)	182.95
192432	KUIACK, MATTHEW	REIMBURSE OPERATING SUPPLIES (HIDTA)	157.52
192433	KUIACK, MATTHEW	REIMBURSE OPERATING SUPPLIES (HIDTA)	1,626.38
192434	MCNABB, TIM	REIMBURSE TRAVEL (HIDTA)	457.48
192435	SCHLAUFMAN, JENNIFER	REIMBURSE TRAVEL (HIDTA)	1,879.64
192436	TRANSUNION RISK AND ALTERNATIVE	ACCOUNT 2556421 (HIDTA)	1,080.00
192437	VERIZON WIRELESS	ACCOUNT 242662063-00001 (HIDTA)	40.01
192438	WEX BANK	ACCOUNT 0496-00-369029-4 (HIDTA)	511.72

GRAND TOTAL

\$ 4,781,966.92

GENERAL FUND	101	451,831.19
MAJOR STREET FUND	202	1,399,761.64
LOCAL STREET FUND	203	260,668.43
MUNICIPAL STREET FUND	204	27,096.76
PARKS, REC & CULTURAL SVCS FUND	208	46,762.16
DRAIN FUND	211	62,502.24
TREE FUND	213	39,642.89
LIBRARY FUND	271	55,663.41
LIBRARY CONTRIBUTION FUND	272	18,422.17
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	5,885.62
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	1,747.49
2008 LIBRARY CONSTRUCTION DEBT FUND	371	136.00
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	369,153.53
SPECIAL ASSESSMENT REVOLVING FUND	418	142.00
ICE ARENA FUND	570	766.00
SENIOR HOUSING FUND	574	9,839.86

WATER AND SEWER FUND	592	1,837,087.59
AGENCY FUND	701	162,031.73
MI HIDTA	725	25,384.32
RETIREE HEALTH CARE BENEFITS FUND	737	<u>6,750.00</u>
GRAND TOTAL		<u><u>\$ 4,781,966.92</u></u>