CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
November 12, 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. Consideration to adopt resolution authorizing entry into a contract with the Michigan Department of Transportation (MDOT) for the rehabilitation of 9 Mile Road between Meadowbrook Road and Haggerty Road, and Meadowbrook Road between 10 Mile Road and 11 Mile Road, with an estimated City contribution of $2,874,406, and to amend the budget.

2. Consideration of approval to award the Janitorial Services contract to GDI Integrated Facility Services in the amount of $255,024 for one (1) year with the option of two (2) one-year renewals.

3. Consideration of Approval of Change Order No. 6 to LGC Global, Inc. for the Novi Road/13 Mile Road PCCP Water Main Repair project, in the amount of $309,717.

4. Consideration of approval to award the DPW Salt Dome Reconstruction contract to Brencal Contractors, Inc., the low bidder, in the amount of $1,283,556.

5. Consideration of Zoning Map Amendment 18.747 to rezone approximately 107 acres of property located south of Grand River Avenue, east of Beck Road and west of Taft Road, from Light Industrial, Residential Acreage, and Office Service to the new City West District. **FIRST READING**

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. Environmental Sustainability Committee

MAYOR AND COUNCIL ISSUES

COMMUNICATIONS

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

A. Approve Minutes of:
October 28, 2024 - Regular Meeting

B. Approval to accept the residential street as part of the Montebello Estates and adoption of Act 51 New Street Resolution accepting Montebello Court as public, adding 0.36 miles of roadway to the City's public street system.

C. Approval of a Storm Drainage Facility Maintenance Easement Agreement for Pure Wash located on the west side of Meadowbrook Road and north of 10 Mile Road (parcel 50-22-23-426-017).

D. Approval of claims and warrants – Warrant 1167

ADJOURNMENT

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

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

CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024

SUBJECT: Consideration to adopt resolution authorizing entry into a contract with the Michigan Department of Transportation (MDOT) for the rehabilitation of 9 Mile Road between Meadowbrook Road and Haggerty Road, and Meadowbrook Road between 10 Mile Road and 11 Mile Road, with an estimated City contribution of $2,874,406, and to amend the budget.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- The federally funded rehabilitation projects are currently being let through MDOT.
- MDOT requires the City to agree to a cost participation agreement where the City will be responsible for a total estimated construction cost of $2,874,406 of the estimated total project cost of $4,828,000.
- Following bid letting on December 6, 2024, construction would start in the spring of 2025.
- Amend the budget to transfer savings in 204 to assist in funding this project in 202.
- No net fund balance impact on all funds is $0.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	**$ 2,515,544 Major Street Fund** **$ 358,862 Drain Fund** **$ 2,874,406 Total**
BUDGET **Major Street Fund** Meadowbrook Road 202-449.20-975.227 Nine Mile Road 202-449.20-975.229 **Drain Fund** Nine Mile Road 211-445.00-975.203	**$ 3,765,908.00** **$ 395,000.00**

APPROPRIATION REQUIRED	**$ 301,201** **Transfer from Municipal Street Fund (204) to Major Street Fund (202)**
FUND BALANCE IMPACT	**$ 0** **No fund balance impact to the Major Street (202) and Municipal Street Fund (204)**
Budget includes current estimated total project costs for construction (construction engineering, crew days, material testing, contingency, etc.).	

BACKGROUND INFORMATION:

The City was awarded federal funds for obligation in 2024 through the Oakland County Federal Aid Committee (FAC) Surface Transportation Program (STP)for rehabilitation of 9 Mile Rd between Meadowbrook Rd and Haggerty Rd, and Meadowbrook Rd between 10 Mile Rd and 11 Mile Rd. The City is estimated to receive $1,022,433 for 9 Mile Rd and $931,161 for Meadowbrook Rd. MDOT is responsible for administering federal funding to local agencies.

The contract is broken down into four parts:

- Part A – Asphalt base crushing, shaping, paving and shoulder widening along 9 Mile Rd from Meadowbrook Rd to Haggerty Rd (receiving federal funding).
- Part B – Audio video route survey along 9 Mile Rd (not eligible for federal funding).
- Part C – Asphalt base crushing, shaping, paving and shoulder widening along Meadowbrook Rd from 10 Mile Rd to 11 Mile Rd (receiving federal funding).
- Part D – Audio video route survey along Meadowbrook Rd (not eligible for federal funding).

The City is responsible for the construction engineering services and material testing services related to this project, which will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects. These amounts are based on the total estimated construction cost of $4,828,000.

OHM Advisors		
Contract Administration	4.75% of the construction award	$ 229,330
Crew Days	$800 daily inspection fee x 120 days	$ 96,000
G2		
Material testing services	2.9% of construction award	$ 140,012

The City Attorney reviewed the contract and resolution favorably (Beth Saarela, November 1, 2024). The project is currently being let through MDOT, with a letting date of December 6, 2024. Depending on the contractor's availability, construction on 9 Mile Road may begin this spring, followed by construction on Meadowbrook Road. Work on Meadowbrook Road would not start until after Memorial Day to avoid conflict with the City's Memorial Day Parade. The City will also coordinate work with RCOC's Novi Road from 8 Mile to 9 Mile project, which is also happening near the area.

In response to tree removal/replacement concerns on the 9 Mile Road project brought up at City Council earlier this calendar year, staff has created a replacement plan to be executed outside the MDOT contract. A forthcoming administrative memo will highlight details and cost estimate to perform the work after the road project is complete.

RECOMMENDED ACTION: Adoption of a resolution authorizing approval of a contract with the Michigan Department of Transportation to agree to the rights and obligations associated with the rehabilitation of 9 Mile Road between Meadowbrook Road and Haggerty Road and the rehabilitation of Meadowbrook Road between 10 Mile Road and 11 Mile Road, with the City of Novi's estimated responsibility for construction in the amount of $2,874,406 and amend the budget.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for the rehabilitaion of 9 Mile Road between Meadowbrook and Haggerty Road is authorized:

	INCREASE (DECREASE)
MAJOR STREET FUND	
REVENUES	
Transfers In	301,201
TOTAL REVENUES	**$ 301,201**
APPROPRIATIONS	
Construction	301,201
TOTAL APPROPRIATIONS	**$ 301,201**
Net Increase (Decrease) to Fund Balance	**$ -**
MUNICIPAL STREET FUND	
APPROPRIATIONS	
Capital Outlay	(301,201)
Transfers Out	301,201
TOTAL APPROPRIATIONS	**$ -**
Net Increase (Decrease) to Fund Balance	**$ -**

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 November 12, 2024.

Cortney Hanson
City Clerk

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
MDOT CONTRACT 24-5422
MDOT COST PARTICIPATION AGREEMENT
9 MILE ROAD, MEADOWBROOK ROAD TO HAGGERTY ROAD AND
MEADOWBROOK ROAD, 10 MILE ROAD TO 11 MILE ROAD

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

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS; the City of Novi was awarded federal funding through the Michigan Department of Transportation (MDOT) under the Surface Transportation Program (STP) in the amount of $1,022,433 for rehabilitation of 9 Mile Road from Meadowbrook Road to Haggerty Road and $931,161 for rehabilitation of Meadowbrook Road from 10 Mile Road to 11 Mile Road; and

WHEREAS; the City of Novi's cost participation amount is estimated to be $2,106,567 of the total estimated project cost of $3,129,000 for 9 Mile Road and $757,839 of the total estimated project cost of $1,689,000 for Meadowbrook Road; and

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

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

NOW THEREFORE, IT IS THEREFORE RESOLVED that Mayor and Council of the City of Novi hereby support and authorize participation in MDOT Contract No. 24-5422, by and between the Michigan Department of Transportation and the City of Novi.

And approve MDOT Contract Number 24-5422.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

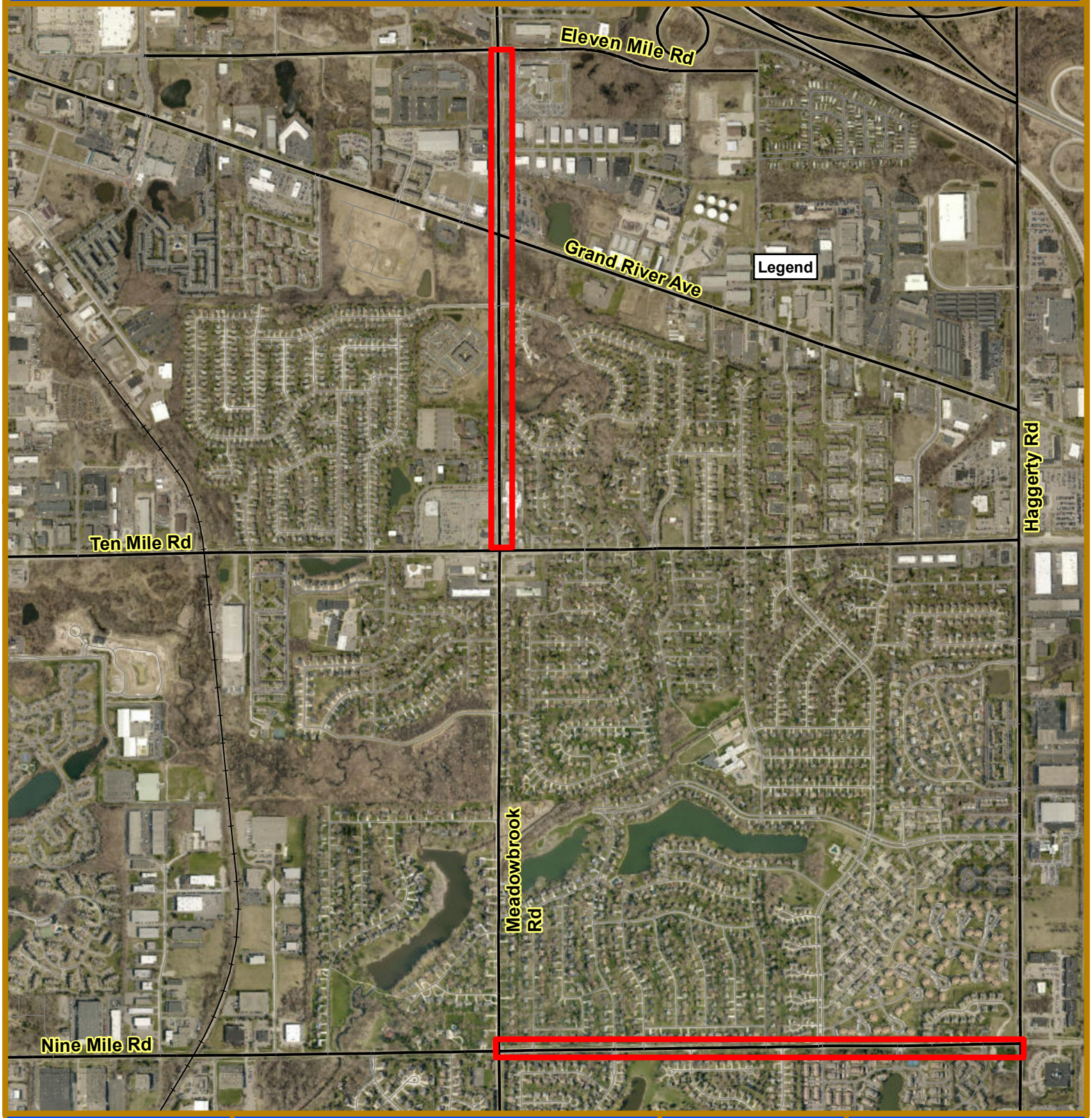
CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 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

Nine Mile Road and Meadowbrook Road Rehabilitation

Location Map

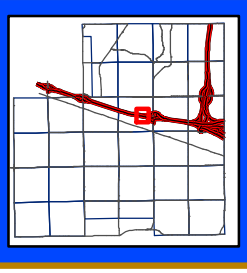


Map Author: Runkel
Date: 5-25-23
Version #: 1.0

MAP INTERPRETATION NOTICE

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

Project Areas



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

0 290 580 1,160 1,740
Feet
1 inch = 1,405 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 1, 2024

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

Re: MDOT Cost Participation Agreement and Resolution- 9 Mile Road, Meadowbrook Road to Haggerty Road and Meadowbrook Road, 10 Mile Road to 11 Mile Road
Contract No. 24-5422

Dear Ms. Runkel:

We have received and reviewed the Cost Participation Agreement prepared by the Michigan Department of Transportation (MDOT) for (1) Hot mix asphalt base crushing, shaping, paving and shoulder widening along 9 Mile Road from Meadowbrook Road to Haggerty Road, including earthwork, aggregate base, drainage work, cold milling, concrete curb and gutter, sidewalk, curb ramps, permanent signing and pavement marking with necessary related work; and (2) Hot mix asphalt base crushing, shaping, paving and shoulder widening along Meadowbrook Road from 10 Mile Road to 11 Mile Road, including earthwork, aggregate base, cold milling, concrete curb and gutter, sidewalk, curb ramps, pedestrian signals, permanent signing and pavement markings with necessary related work in the City. The total project cost is $$4,828,000, excluding video, preliminary engineering, construction engineering, construction materials testing, and inspection costs. Federal funding from the Highway Surface Transportation Program will be provided up to $1,953,594. The remaining cost of the road rehabilitation will paid by the City.

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

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

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

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

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

STP DA

Control Section	STU 63000
Job Number	214168CON; 214182CON
Project	24A0988; 24A0991
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5422

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF NOVI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Novi, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 3, 2024, attached hereto and made a part hereof:

PART A – 24A0988; JOB #214168CON; FEDERAL PARTICIPATION
Hot mix asphalt base crushing, shaping, paving and shoulder widening along 9 Mile Road from Meadowbrook Road to Haggerty Road; including earthwork, aggregate base, drainage work, cold milling, concrete curb and gutter, sidewalk, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – 24A0988; JOB #214168CON; NO FEDERAL PARTICIPATION
Audio video route survey along the limits as described in PART A; and all together with necessary related work.

PART C – 24A0991; JOB #214182CON; FEDERAL PARTICIPATION
Hot mix asphalt base crushing, shaping, paving and shoulder widening along Meadowbrook Road from 10 Mile Road to 11 Mile Road; including earthwork, aggregate base, cold milling, concrete curb and gutter, sidewalk, curb ramps, pedestrian signals, permanent signing and pavement markings; and all together with necessary related work.

PART D – 24A0991; JOB #214182CON; NO FEDERAL PARTICIPATION
Audio video route survey along the limits as described in PART C; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and

awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

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

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

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

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

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

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

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

PART A
Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $1,022,433 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

PART C
Federal Surface Transportation Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) $931,161 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the

award of the construction contract. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

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

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

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

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

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

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

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

hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

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

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

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

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

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

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

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

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

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

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

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF NOVI

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT



October 3, 2024

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	214168CON; 214182CON
PROJECT	24A0988; 24A0991

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	PART C	PART D	TOTAL
Estimated Cost	$3,129,000	$ 6,500	$1,689,000	$ 3,500	$4,828,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$3,129,000	$ 6,500	$1,689,000	$ 3,500	$4,828,000
Less Federal Funds*	$1,022,433	$ 0	$ 931,161	$ 0	$1,953,594
BALANCE (REQUESTING PARTY'S SHARE)	$2,106,567	$ 6,500	$ 757,839	$ 3,500	$2,874,406

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

NO DEPOSIT

09/06/90 STPLS.FOR 10/3/24

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

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

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

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

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

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024

SUBJECT: Consideration of approval to award the Janitorial Services contract to GDI Integrated Facility Services in the amount of $255,024 for one (1) year with the option of two (2) one-year renewals.

SUBMITTING DEPARTMENT: Integrated Solutions - Facilities Management

KEY HIGHLIGHTS:

- Terminating current janitorial services agreement with Master Maintenance.
- Signing a new agreement with GDI Integrated Facilities Services for one year.
- Amending the current budget to reflect a $28,000 increase in service cost. The amendment will appear in the 2nd quarter budget amendment.
- The current year-to-date interest income is higher than expected, and the additional income will be available to cover the additional janitorial costs; this will be reflected in the 2nd quarterly budget amendment.

FINANCIAL IMPACT

	FY 24/25	FY 25/26	Total
EXPENDITURE REQUIRED	**$ 28,000**	**$ 255,024**	**$ 283,024**
BUDGET General Fund, Janitorial Contracts 101-265.10-814.200	**$ 199,674**	**$ 255,024**	**$ 454,698**
APPROPRIATION REQUIRED	**$ 28,000**	**$ 0**	**$ 0**
FUND BALANCE IMPACT	**$ 28,000**	**$ 0**	**$ 0**
A difference of $28,000 for the remaining fiscal year of January through June 2025.			

BACKGROUND INFORMATION:

The City of Novi contracts for janitorial services at the following locations: City Hall/Civic Center, Public Safety Building, Firearms Training Center, Department of Public Works, Township Hall, and Lakeshore Park Community Building. The current contract was established in March of 2024 with Master Maintenance and was intended for one year of service with the option of two additional renewals. Over the last six months, Facility Management Staff have evaluated the current vendor's performance, received input from building stakeholders, and performed reviews with the vendor. It has been determined that the cleaning needs of the buildings are not being met consistently, and the terms of the agreement are not being fulfilled. High staff turnover, insufficient training, and ineffective supervision have all been consistent issues with Master Maintenance, resulting in daily complaints and service requests for Facilities Staff. Several attempts have been made to correct these concerns through on-site meetings and walkthroughs with the vendor, but there have been no improvements. At this juncture, Facilities Staff and invested parties believe that the current contract is not salvageable and recommend termination of the agreement with Master Maintenance within 30 days due to lack of performance.

GDI Integrated Facility Services was the second highest-ranked bidder when the original Request for Proposal was posted on the Michigan Intergovernmental Trade Network (MITN) website in March 2024. Master Maintenance was ultimately chosen over them due to cost. Over the last two weeks, the facilities staff have repeatedly met with the administration and staff from GDI. The pre-action plan included building walkthroughs, reviewing the scope of work in the contract, and GDI's operational plan for Novi's buildings. After multiple conversations, the team believes that GDI has the capability, personnel, equipment, and experience to carry out this contract. This ability was confirmed through feedback from the Novi Public Library, who hired GDI in June 2024 and have had nothing but positive feedback on their performance.

GDI Integrated Facility Services has agreed to honor their bid from the RFP in March of $255,024 for one year of cleaning service with the option of two additional one-year renewals. The current agreement with Master Maintenance is $199,675 for the same term. With six months left (services starting January 1) until the end of the fiscal year in which Facilities Management was budgeted for the cost of Master Maintenance's services, there would be a difference in cost of $28,000 that is needed to cover the services of GDI. After July 1, 2025, Facilities Management has requested a budget adjustment to cover the cost of GDI's services moving forward.

RECOMMENDED ACTION: Consideration of approval to award the Janitorial Services contract to GDI Integrated Facility Services in the amount of $255,024 for one (1) year with the option of two (2) one-year renewals.

CONTRACT FOR JANITORIAL SERVICES

THIS CONTRACT FOR SERVICES AND MATERIALS ("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 GDI Integrated Facility Services, whose address is 24300 Southfield Road Suite 300 Southfield, MI. 48075, (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 January 1, 2025 and end on January 1, 2026. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and 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 within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours 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.

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

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.

Article IV: **Termination.**

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

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

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

Article V: **Independent Contractor Relationship.**

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

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

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract

and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

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

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

Article VII: Information.

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

Article VIII: General Provisions.

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

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

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

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

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

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

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

Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
Contractor: GDI Integrated Facility Services

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.

K. *Anti-Discrimination*. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

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

WITNESS AND DATES OF SIGNATURES:

CITY OF NOVI

_____ _____

By: Justin Fischer

Date: _____ Its: Mayor

_____ _____

By: Cortney Hanson

Date: _____ Its: Clerk

WITNESS AND DATES OF SIGNATURES:

CONTRACTOR

_____ _____

By: GDI Integrated Facility Services

Date: _____ Its:

SCHEDULE A will be attached to and become part of the contract. Schedule A consists of the contractor's proposal and the RFP documents.

CITY OF NOVI
JANITORIAL SERVICES

FEE PROPOSAL FORM
(MUST BE SEALED IN A SEPARATE ENVELOPE)

The undersigned, as proposer, declares that he has visited the building(s) to be cleaned and has familiarized himself with the type of services desired and has carefully examined the specifications and instructions to proposers, which he understands and accepts as sufficient for the purpose, and agrees he will furnish to the City the specified services and will accept in full payment therefore the following amounts:

ITEM #I – City Hall, 45175 Ten Mile Road

Item	Unit	Unit price	Total Annual Cost
Nightly cleaning 5 times/week	Month	$ 4,105.00	$ 49,260.00
Optional Nightly Cleaning	Saturday	$ 602.00	NA

ITEM #2 – Community Center/Atrium, 45175 Ten Mile Road

Item	Unit	Unit price	Total Annual Cost
Nightly cleaning 7 times/week	Month	$ 7,146.00	$ 85,752.00

ITEM #3 - Novi Police Department, 45125 Ten Mile Road

Item	Unit	Unit price	Total Annual Cost
Nightly cleaning 5 days/week/2nd floor, 7 days/week/1st floor	Month	$ 6,314.00	$ 75,768.00

ITEM #4 – Department of Public Works, 26300 Lee BeGole Dr.

Item	Unit	Unit price	Total Cost
Nightly cleaning 5 times/week	Month	$ 1,810.00	$ 21,720.00

ITEM #5 – Indoor Gun Range, 26350 Lee BeGole Dr.

Item	Unit	Unit price	Total Annual Cost
5 days/week, as specified	Month	$ 617.00	$ 7,404.00

ITEM #6 – Township Hall, 45375 Ten Mile Rd.

Item	Unit	Unit price	Total Annual Cost (6 months)
3 days/week, as specified (May – Oct)	Month	$ 416.00	$ 2,496.00

ITEM #7 – Lakeshore Park, 601 South Lake Dr.

Item	Unit	Unit price	Total Annual Cost (6 months)
7 days/week, as specified (May – Oct)	Month	$ 1,404.00	$ 8,424.00
3 days/week, as specified (Nov-April)	Month	$ 700.00	$ 4,200.00

COMMENTS/EXCEPTIONS (all exceptions must be listed):

No exceptions.

We have included a letter from our bonding company indicating that we are able to obtain a Performance Bond with the specific language & format as specified in the RFP documents.

Yes X No _____

We understand that if we are not able to get the required performance bond after the contract has been awarded, the contract award will be rescinded.

Yes X No _____

GDI Integrated Facility Services

GDI Services Inc.
24300 Southfield Rd., Ste. 300
Southfield, MI 48075

FEE PROPOSAL FORMS



City of Novi

REQUEST FOR PROPOSAL

Janitorial Services

SUBMITTED TO

Tracey Marzonie
City of Novi
Finance Department – Second Floor
45175 Ten Mile Rd.
Novi, Michigan 48375-3024

SUBMISSION DATE

Friday, January 26, 2024

PREPARED BY

Tom Philliben
Vice President of Business Development Manager
GDI Services Inc.
24300 Southfield Rd., Ste. 300
Southfield, Michigan 48075
T: 248.395.1161 | C: 248.467.6340

ORIGINAL

GDI Integrated Facility Services

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GDI Integrated Facility Services

January 26, 2024

CITY OF NOVI
Finance Department – Second Floor
45175 Ten Mile Rd.
Novi, Michigan 48375-3024

Attn: Ms. Tracey Marzonie
Purchasing Accountant

Re: Janitorial Services Quote

Dear Ms. Marzonie:

GDI Services is pleased to provide you with a response to your request for proposal, along with our credentials demonstrating our capabilities to offer janitorial services to the City of Novi.

GDI offers a comprehensive range of services that are customized to meet the unique needs of each client. Whether you need janitorial services, mechanical engineering, carpet cleaning, window cleaning, pressure washing, landscaping, or specialized services, we have the resources and expertise to deliver top-notch results.

Our team of experienced professionals provides the highest level of service possible. We take the time to understand your business and tailor our services to your specific needs and budget. Our team is available 24/7 to ensure that your facility is always clean and well-maintained.

At GDI Services, we prioritize sustainability and are committed to reducing our environmental impact. We use eco-friendly cleaning products and equipment, and our team members receive ongoing training to ensure they are using best practices.

We have provided information that further describes our capabilities and commitment to you and your organization. Should you need additional information, please feel free to call me at (248) 395-1161 or email tom.philliben@gdi.com.

Regards,

Thomas F. Philliben
Vice President of Business Development

TFP/ads

GDI Services Inc.
24300 Southfield Rd., Ste. 300
Southfield, MI 48075
www.gdi.com

REQUESTED BID DOCUMENTS

This section contains the following:

- Non-Iran Linked Business
- Contractor Qualifications Questionnaire
- Sample Certificate of Insurance
- Bid Bond
- Surety Letter

We acknowledge receipt of the following Addenda: #1
(please indicate numbers

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal 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 proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration) GDI Services Inc.

Address 24300 Southfield Road, Suite 300

City Southfield State Michigan Zip 48075

Telephone (248) 483-3170 Fax (947) 282-2144

Representative's Name Thomas Philliben

Representative's Title Sr. Development Manager

Authorized Signature

E-mail thomas.philliben@gdi.com

Date 01/19/2024

CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

JANITORIAL SERVICES

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

Name of Firm GDI Services Inc.

Address: 24300 Southfield Rd., Ste. 300

City, State Zip Southfield, Michigan 48075

Telephone (248) 483-3170 Fax (947) 282-2144

24 Hour/7-Day Emergency Telephone Number _____

Agent's Name (please print) Thomas Philliben

Agent's Title V.P. of Business Development

Email Address: tom.philliben@gdi.com

Website www.gdi.com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 2012 Years in business: +100
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
   No X Yes _____ Reason: _____
4. Under what other or former names has your organization operated?
   GDI Omni
5. How many full time employees? Over 36,000 Part time? _____
6. Please describe your employee hiring and training procedures.

   The hiring process is performed through our in--house recruiter/hiring manager. Training is performed by the Supervisors along with documentation. For further details, refer to pages 27 & 29 of the RFP response, as well as, 6.2 (Hiring) and 6.8 (Training) of the GDI C.O.R.E. Policy, attached separately.

7. Please describe your background check procedures and qualifications for employment.

   _____

Drug screening and background checks are part of the hiring process. Background checks are performed through BSCAIbackgroundchecks. For further detail, refer to page 29 of the RFP response, as well as 6.3 and 6.12 of the GDI C.O.R.E. Policy, attached separately.

8. Please describe your background check procedures on current employees.

Once an employee is hired, they go through the background checks as part of the hiring process. If an annual background screening is required, this would need to be negotiated into the contract.

9. Address of facility that will service this account. Include office and any equipment/storage locations.

GDI USA Corporate Office is located at 24300 Southfield Road, Suite 300, Southfield, Michigan 48075.

10. Distance of this facility from Novi Civic Center. 16 miles

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

12. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided, whether all available contract renewals were awarded, and if you are still continuing services for that agency. Include additional sheet, if necessary.

Please refer to the answer to #22. All three listed references are municipalities that we have extended contract renewals to date.

13. Provide information relative to the experience your company has had working with Police Departments. Please provide the names of sites where service was provided.

Wayne County Jails #1, #2 & #3. as well as the Detroit Public School Community District Police Precinct

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

GDI is financially strong and is a publicly traded company on the Toronto stock exchange with revenues exceeding $2,000,000,000.

15. Identify the number of employees in your firm who would be assigned to clean each facility during a scheduled cleaning shift for each of the facilities below. All shift supervisors/managers should be specially noted.

Location	Number of employees to be assigned to **clean** each building each night		Number of hours to be worked by **each** employee **each** night		Total number of "cleaning" hours each night	Are any of the cleaning people considered supervisors or managers? If so, how many?	Will there be any additional managers on site each night? If so, how many hours per night?
City Hall	3	X	1.83	=	5.5	1	0.50
Community Center/ Atrium	3	X	2.66	=	8	1	0.50
Police Department	3 (Mon-Fri) 2 (Sat & Sun)	X	2.66 2	=	8 4	1	0.50
DPW	1	X	3	=	3	0	No
Indoor Gun Range	1	X	1	=	1	0	No

Township Hall	1	X	1	=	1	0	No
Lakeshore Park	1	X	1.5	=	1.5	0	No

Describe the assignment of managers here, if necessary, to clarify the table above:

One working supervisor will be assigned to this site to perform cleaning duties and supervision, with time to evaluate each night. An area manager that has this account in their geographic territory will be responsible for inspections and managing the on-site crew. The area manger reports to our Director of Operations, who reports to our V.P./General Manager of Operations.

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

Currently we have 168 janitorial services clients. All Client information is confidential.

17. Provide a list of equipment that will be on site and available for use by the crew performing the cleaning (including vacuums, scrubbers, buffers, etc). Provide an additional sheet if necessary.

Equipment to be kept on site _____

Equipment list is attached at the end of this questionnaire.

Equipment available _____

Whatever is needed.

18. Based on your company resources, are you able to perform all janitorial expectations outlined in this contract within the timeframe allocated?

Yes, GDI is more than capable to perform all janitorial expectations, here within.

19. Provide the company's method of approach or work plan to meet the City's needs for the scope of work specified, **including start-up timeline** and start-up procedures. Use an additional sheet if necessary.

GDI is well experienced in all facets of transition management in facilities operations and maintenance. Having transitioned numerous facilities in recent years, we understand the importance of developing comprehensive mobilization plans in close collaboration with the client and all stakeholders in the critical first weeks of our engagement in a contract.
In a typical new transition, GDI will commit resources and experienced team members to develop processes, assume operations, and mitigate risk during the transition phase and to ensure that the changes at the client's facility(s) are seamless for all building occupants.
GDI understands the present transition requirements and has an established staffing model, operations, and back-end processes already in place. However, GDI considers it to be a best practice to conduct proper kick-off and review meetings to ensure seamless transition from one contract period to another. In essence, these activities can be encapsulated in a truncated transition plan. This attention to detail ensures that going forward GDI can continue to operate in the customer's best interest. Periodic reports will be made to the customer regarding timeline progress. For example and additional information, refer to page 38, Transition Plan of RFP response.

20. Provide a description of your company's philosophy relative to customer satisfaction (handling complaints, offering suggestions, etc) and the implementation of environmentally friendly cleaning solutions.

Our Quality Assurance program is a major component of the relationship with our clients. We have a vested interest in our customers and have created a system to protect that relationship. Our computerized maintenance management systems and proprietary inspection software are based on internationally recognized standards that ensure our FM services, cleanliness, and inspection results are standardized, comparable, bias-free, and completely quantifiable.

GDI Tracker provides operators the ability to monitor all services for compliance, tenant communication, and efficiency. This is provided in real-time visualizations of floor plans and can be filtered by job routine, duration, or zone.

It also generates reports on compliance and internal follow-up processes to address any non-compliant tasks. GDI Tracker features email alerts so no notifications are missed.

21. As part of your proposal, your company is requested to provide a Quality Assurance Plan. Please explain how similar plans offered through your company have been

Our Quality Assurance program is a major component of the relationship with our clients. We have a vested interest in our customers and have created a system to protect that relationship. Our computerized maintenance management systems and proprietary inspection software inspection software are based on internationally recognized standards that ensure our FM services, cleanliness, and inspection results are standardized, comparable, bias-free, and completely quantifiable.

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

Company Detroit Public Schools Community District

Address Fisher Building, 11th Floor, 3011 W. Grand River, Detroit, MI 48202

Phone (313) 576-0339 Contact name Cleveland Simmons

Scope of work Management, Custodial, Maintenance & Mechanical Services

Contract dates 2017 to current

Company Detroit Sewer & Water

Address 735 Randolph, 18th Floor, Detroit, Michigan 48202

Phone (313) 267-8000 Contact name Erika Meah-Williams

Scope of work Custodial services

Contract dates 2015 to current

Company Great Lakes Water Authority

Address 735 Randolph, Detroit, MI 48226

Phone (313) 964-9515 Contact name Paula Anderson

Scope of work Custodial services for appx 40 locations

Contract dates 2015 to current

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

24. 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: _____

Representative's Name (please print) Thomas Philliben

Date 01/25/2024

EQUIPMENT LIST	City Hall	Community Center & Atrium	Police Department	DPW	Indoor Gun Range	Township Hall	Lakeshore Park
Maid Cart	1	0	1	0	0	0	1
Mop/Bucket	2	1	2	1	1	1	2
Brute + Dolly	1	1	1	1	1	1	1
Vacuum - Upright	1	0	1	1	1	0	0
Vacuum - Wet/Dry	1	0	1	1	0	1	1
Vacuum - Back pack	1	1	1	0	0	0	0
Small Walk behind Auto Scrubber	0	0	0	0	0	0	1
Walk behind Auto Scrubber	1	0	1	0	0	0	0
Rider Auto Scrubber	0	1	0	0	0	0	0
Low Speed Scrubber	1	0	1	0	0	0	0
High Speed Buffer	1	0	1	0	0	0	0
Gondola	1	0	1	0	0	0	0
Turbowand Carpet Extractor	1	0	1	0	0	0	0
Doodle Scrub Deluxe	1	0	1	0	0	0	0
Miscellaneous small cleaning tools	1	1	1	1	1	1	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2023

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
Arthur J. Gallagher Risk Management Services, LLC
15 South Main Street
Greenville SC 29601

CONTACT NAME: Tyler Macolly
PHONE (A/C, No, Ext): 864-239-2415 **FAX (A/C, No):** 864-239-2435
E-MAIL ADDRESS: tyler_macolly@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Twin City Fire Insurance Company	29459
INSURER C : Continental Insurance Company	35289
INSURER D : Navigators Insurance Company	42307
INSURER E :	
INSURER F :	

INSURED IHSERVI-01
GDI Services, Inc.
24300 Southfield Road
Southfield, MI 48075

COVERAGES **CERTIFICATE NUMBER:** 1424754799 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20CSES8602	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			20ABS86003	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired Autos X NonOwnedAuto							$
C	X UMBRELLA LIAB X OCCUR			7063350762	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		20WBRS86001	10/1/2023	10/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess UMB			GA23EXRZ0F16BIV	10/1/2023	10/1/2024	Each Occurrence Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry L. Smith

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AIA Document A310 - Electronic Format

Bid Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

KNOW ALL MEN BY THESE PRESENTS, that we

GDI Services Inc.
24300 Southfield Rd. Suite 300
Southfield, MI 48075

as Principal, hereinafter called the Principal, and

ATLANTIC SPECIALTY INSURANCE COMPANY,
One State Street Plaza, 31st Floor
New York, NY 10004

a corporation duly organized under the laws of the State of New York as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Novi
45175 Ten Mile Road
Novi, MI 48375

as Obligee, hereinafter called the Obligee, in the sum of five percent of the tender amount (5%) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Janitorial Services.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th, day of January 2024.

GDI SERVICES INC. CORPORATE SEAL 2012 DELAWARE

GDI Services Inc.
(Principal) (Seal)

EXECUTIVE CHAIRMAN
(Title)

(Witness)

ATLANTIC SPECIALTY INSURANCE COMPANY
(Surety) (Seal)

Caroline Giroux-Bernard, Attorney-in-Fact

AIA DOCUMENT A310 - BID BOND - AIA - FEBRUARY 1970 EDITION - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Annie Deschatelets, Benoit Phenix, Candice Archer, Caroline Giroux-Bernard, Charles Hébert, Daniel Leclerc, Francois Forget, Jerome Caron, Lucie Carpentier, Mark Donahue, Martine Watson Monette, Maryse Caissy, Natalie Harkin, Olivier Turcotte, Pascal Tessier, Philippe Sirois, Pierre-Olivier Naud, Sophie Paré, Sylvain Darsigny, Sylvie Mendonca, Yves Boilard**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of January, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Please direct bond verifications to surety@intactinsurance.com

intact INSURANCE surety

ATLANTIC SPECIALTY INSURANCE COMPANY

No. 7710593-24-028

WHEREAS: **GDI Services Inc.** hereinafter called the Principal

has presented a written tender to **City of Novi** hereinafter called the Obligee

dated the _____ concerning: **Janitorial Services.**

We**, Atlantic Specialty Insurance Company,** a corporation duly organized under the laws of the State of **New York** as Surety, hereinafter called the Surety, undertake to grant to the Principal the following bond(s) if the Principal duly signs a contract with the Obligee.

1. Performance bond for an amount equivalent to **One hundred percent (100%)** of the price of the contract, subject to a maximum amount of **N/A (N/A)**.

2. Labour, material and service payment bond for an amount equivalent to **N/A (N/A** of the price of the contract, subject to a maximum amount of **N/A (N/A)**.

Should the said tenderer fail to sign such a contract, we will pay the difference in cash between the amount of the tender and the amount of the legal contract which you will be called upon to sign with another contractor to execute the contract, if the latter is higher, however without exceeding **five (5%)** of the tender amount.

The present letter of consent is null and void, unless the application for the bond(s) is made to us in writing within the **one hundred twenty days (120)** days following the closing date of the call for tenders.

This Surety's Consent shall be null and void unless the Obligee, when requested by the Surety and before the issuance of the above-mentioned bond(s), provides to the Surety the list of bidders and the bid price of each bidder.

Signed at **Montreal,** this **26th** Day of **January** 2023**.**

Surety

Atlantic Specialty Insurance Company

_____

Caroline Giroux-Bernard, Attorney-in-Fact

One State Street Plaza, Floor 31
New York, NY 10004
intactspecialty.com/surety

EXECUTIVE SUMMARY

We understand that your responsibility is to procure quality janitorial services from innovative strategic suppliers with the **highest value possible**. GDI is the best supplier to help you achieve this mission. After review of your RFP and our knowledge of City of Novi, GDI has created a program that will provide you with the highest level of service with the communication and transparency that one would expect to come from a reliable service partner.

Quality Assurance Differentiators Collaborative and Transparent

- Account Management
  - Local Office, including area managers & operations managers, supports account managers & cleaning staff
  - Account manager ensures scope of work is executed, staff is trained, & program is measured for performance & safety
  - Regional Management, which includes our Sr. VP of Operations, will support the local team & participate in service reviews
- Quality measurement & management platform includes electronic scoring, reports & work orders with real time access to all stakeholders
- Training - Success of our services resides with a well-qualified and continuously trained service professional
- Quality certifications – CIMS, ISO9001

GDI Difference Experienced and Innovative

- Innovative technologies that bring our customers quality and reliable service
- Integrated service organization that gives you the flexibility to choose from a wide range of facility management services
- At the forefront of environmental stewardship, social impact, & governance
- Ability to service national & multi-regional property portfolios
- GDI has earned numerous industry awards, including the BOMA Pinnacle Award for standards of excellence towards customer service, innovation, teamwork, and commitment to clients
- Decades of unrivaled experience
- Long-standing relationships with diversified customer base

The Cleaning Industry Management Standard (CIMS) Verified Excellence

- CIMS is the universally accepted standard for quality in the cleaning industry
- It is a management framework based on universally accepted and proven management principles of successful cleaning operations
- GDI was a charter member of the CIMS standard – 1 of only 20 such companies
- GDI is proud to have achieved the highest level of certification possible - Certified with Honors – for CIMS as well as CIMS GB, the green building component

ISO 9001/ISO 14001 Audits on Quality & Environmental Practices

- GDI was the first janitorial company in the U.S. to be ISO 9001 Quality Management Systems Certified and later, ISO 14001 Environmental Management Systems Certified
- We emphasize our credibility with independent scrutiny and we routinely subject ourselves to rigorous external audits
- Audits are conducted of our:
  - management processes
  - controls
  - quality standards
  - environmental policies

For over 90 years, GDI Services has provided comprehensive janitorial and cleaning solutions and responsive management attention for our clients. Our service superiority and organizational integrity is built on our Client First philosophy and care for our employees. Our innovative solutions and transparent/communicative partnership tenet assure our clients that performance is measured and reported proactively.

GDI ORGANIZATION AND MANAGEMENT

About Us

GDI Integrated Facility Services is a dynamic organization committed to excellence in its industry. The company's organizational structure is designed to foster collaboration and innovation. Led by a visionary leadership team, GDI embraces a flat hierarchy, promoting open communication and efficient decision-making.

Our management approach prioritizes transparency and employee empowerment. Regular team meetings and clear communication channels ensure that everyone is aligned with the company's goals. GDI values a culture of accountability, where each team member plays a crucial role in achieving our shared objectives.

In addition to a well-defined organizational structure, GDI has implemented robust management practices. Our management team prioritized professional development, ensuring that employees have the tools and skills needed for success.

Our client-first philosophy means we are committed to your satisfaction. We customize our services to fit your needs; and you will enjoy a clean, healthy, and welcoming environment to include the following:

- → One provider and one solution for all your facility services
- → Decades of unrivaled experience that can be used to your benefit
- → Thousands of dedicated team members across North America
- → Transparent reporting for accountability and quality assurance
- → A company at the forefront of environmental stewardship, social impact, and governance
- → Diversified customer base with long-standing relationships
- → Ability to service national and multi-regional property portfolios.

1.5 billion square feet serviced and counting!	**36,000 +** dedicated employees	**2,440** highly trained technical experts	**97** years in janitorial service industry
100% eco-friendly cleaning solutions	**43** strategic acquisitions since 2008	**44** regionally managed offices	**700** Modern franchises

NATIONAL REACH, LOCAL TOUCH

With 44 regionally managed offices across the US and Canada, GDI has a national reach with a truly local touch.



USA

Alsip | Battle Creek | Seattle | Chicago | New York | Boston | Flint | Indianapolis | Philadelphia | Pittsburgh | Manchester | Northbrook | Portland | Detroit | Syracuse | Toledo | Cleveland | Waltham | Memphis | Atlanta | South Carolina | North Carolina

CANADA

Calgary | Edmonton | Fredericton | Halifax | Kitchener | Lethbridge | London | Moncton | Montreal | Ottawa | Quebec City | Regina | St. John | Stratford | Sudbury | Thompson | Toronto | Vancouver | Vancouver Island | Winnipeg | Windsor

Our Services

GDI provides a full range of integrated facility services including:

- Cleaning Services
- Energy Management
- Disaster Restoration
- Specialty Cleaning
- Technical Trade Services
- Event Support

We service a wide range of facilities, including:

- Shopping Centers and National Retail Stores
- Educational Facilities
- Laboratories
- Industrial and Institutional Buildings
- Hospitals and Healthcare Centers
- Hotels
- Office properties
- Recreational Facilities
- Airports



- Janitorial
- Food Sanitation
- Floor Stripping, Polishing, and Refinishing
- Carpet Cleaning
- HVAC Cleaning
- Light Fixture Cleaning
- Upholstered Furniture and Cubicle Cleaning
- Building Sanitation
- Blind Cleaning
- Recycling Programs
- Terminal Cleaning



Specialty Cleaning Services

- Spring cleaning
- Post-construction
- Pressure washing
- Parking lot cleaning and line painting
- Compactor and garbage room
- Server room
- High dusting
- Concrete sealing and refinishing
- Pest excrement
- Floor maintenance
- Move-in/out
- Pipe dusting and cleaning
- Elevator pit
- Mechanical and electrical room
- Contract staffing
- Kitchen
- Industrial



Technical Trade and Energy Management

- Building automation systems
- HVACR
- Refrigeration
- Plumbing and mechanical
- High voltage and power systems
- Pumps, motors, and industrial electronics
- Emergency preparedness
- Cabling and data communications
- New installation services
- Equipment modernization and upgrades
- Maintenance and testing services
- Engineering services
- Energy management
- Energy efficiency advisory



Disaster Restoration

- Fire, water, and damage recovery
- Documentation and media restoration
- Mold remediation
- Asbestos removal management
- Carpet cleaning
- Pack-out services
- Demolition, renovation, and reconstruction
- Decontamination



Event Support

- Pre-event check
- Set-up support
- Full area cleanliness review
- Support employee and management deployment
- Logistics and loading dock support
- Logistics and operational support
- Continuous monitoring, including sanitary installations
- Waste management and sorting
- Full facility cleaning
- Equipment disassembly support
- Furniture storage

Vision, Mission, and Values

Our Vision

GDI aims to be the world-leading provider of facility services and solutions.

Our Mission

To consistently deliver the best, most trusted facility services and innovative solutions to meet our clients' needs and standards.

Our Core Values

Quality	***Accountability***
We deliver the highest level of service and value to our clients.	**We always deliver on our commitment to clients, employees, and stakeholders.**
Innovation	***Team***
We are pioneers of innovation in the marketplace and continuously look for opportunities to improve.	Our people are our key differentiator; we are passionate, knowledgeable, and work together to succeed.
Integrity	***Safety***
We believe our values should never be compromised, and we always strive to do the right thing.	We believe that all injuries are preventable, and the safety of employees is our top priority.
Collaboration	***Trust***
Our success relies on the collaborative efforts of our various business units, working together to be the industry leader.	We earn the trust of our colleagues, clients, and shareholders through unquestioned integrity
Diversity	***Transparency***
We value the uniqueness of our people, their cultures, work styles, and talents.	We believe in transparency and achieve it through free and open communication.

Management Profiles

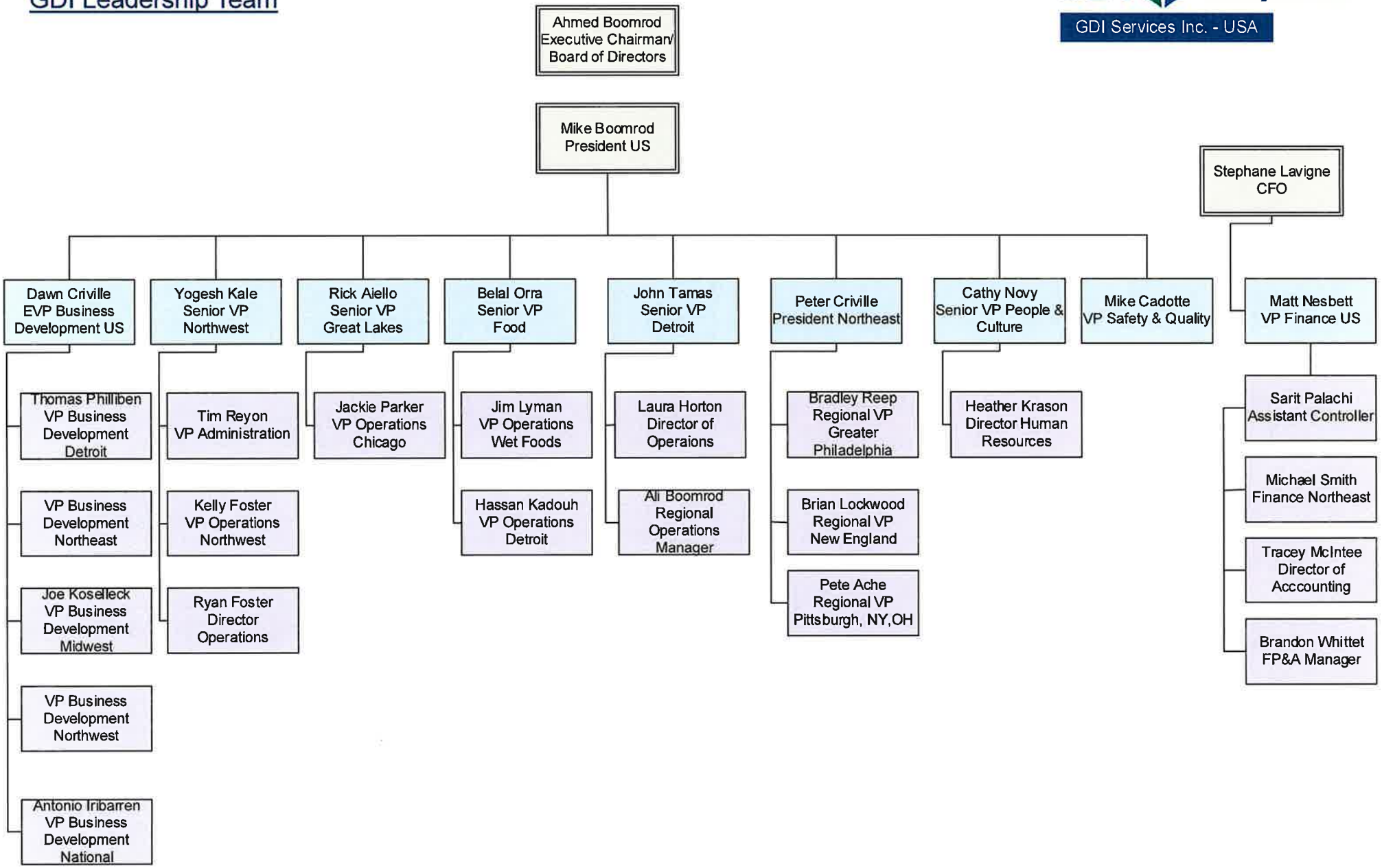
GDI's management team is comprised of individuals with many years of experience in the facility services industry. These individuals possess a broad range of skills and expertise in a variety of disciplines. Each member of the team is committed to the professionalism of the facility service industry and the success, directly or indirectly, of your facility service program. We welcome this opportunity to briefly introduce them and their backgrounds and look forward to personally meet with your team.

Mike A. Boomrod	**President**
Education:	University of Michigan Dearborn – Bachelor of Science
Experience:	25 years of Operational Management in Janitorial Services
Professional Membership:	Member of the Cleaning Coalition of America
Mike Cadotte:	**Vice President U.S. – Safety and Quality**
Education:	BSBA, Central Michigan University – Business Administration/International Concentration Certificate of Proficiency in Food Science – Ohio State University Green Clean Professional – ISSA Green Clean University
Experience:	29 years of experience in: Client Relations, Account Services, Safety, and Quality (ISO and CIMS programs)
Hassan Kadouh	**Senior Executive Vice President – US Region**
Education:	Bachelor of Science in Industrial Engineering - Georgia Tech Master of Science in Health Systems – Georgia Tech
Experience:	30 years of experience in: Systems Design, Operational Analysis, Financial Management, and Personnel Utilization
John Tamas	**Vice President/General Manager - USA**
Experience:	32 years of experience in Cleaning Services with 15 years of which spent owning and operating a private cleaning company
Tom Philliben	**Vice President of Business Development**
Education:	20+ Years of on the job and professional training at IBM and Siemens
Experience:	40+ years of experience in client services, operations with a focus on sales
Professional Organizations:	BOMA, IFMA

GDI Leadership Team

GDI Integrated Facility Services

GDI Services Inc. - USA



HUMAN RESOURCES

Human Resources Information System (HRIS)

We are now deep into the integration of a new workforce management solution to bring our team and capabilities to the next level. This technology will increase efficiencies across the company, improve our ability to support and reach our team and measure and monitor our performance. This investment will improve our stakeholder experience across the board.

Recruitment and Screening Procedures

Your facilities' success is intricately tied to the development of each associate. We leverage experience, dedication, and motivation for achievement in various aspects, from corporate succession planning to recruiting personnel for individual projects. We are actively engaged in fostering a stable, highly competent, and committed workforce. The key elements of our Human Resource Management program follow.

- Recruitment
- Selection Process
- Training
- Retention Programs

Our in-house recruiting and HR team work hard to attract and retain top-notch management professionals for our customer accounts. We also offer employee bonus programs for referrals and for long-term retention.

Recruiting	Screening	Investing	Retention
Corporate & on-site recruiting of site management and labor staff	Customizable drug screen/background check thresholds	Certification training based on needs • SDS • Green Seal standard of GS-37 • PPE • Awareness of product reporting requirements	GDI researches & determines market rates by region to ensure competitive wages
Customized job postings to match desired scope	Interview process designed to identify reliability & proficiency	Annual reviews with personal development plans	Ensuring employees are treated fairly & properly motivated ensures consistency which increases quality, safety, & efficiency.

The workforce for your facilities is drawn from five sources:

- **Client's Existing Staff:** Each building may have unique characteristics and the existing staff is usually aware of special client needs. In addition, collective bargaining agreements may require hiring the current staff. In either case, we will work with you to identify strong performers and develop an improvement plan for others.

- **Internal:** We are committed to developing associates and promoting from within the company. To that end, as opportunities arise, we first identify associates that are suited for the position.

- **Database:** Applicants will be drawn from our corporate database. GDI constantly monitors the available workforce in the areas in which we operate. We maintain a database of available workers from which we are able to quickly recruit and staff to meet the growth in our client base.

- **Department of Labor:** We work closely with state agencies to identify candidates that are eligible for training programs. We have had excellent experience hiring and training under the auspices of these programs.

- **Career Websites & Advertisements:** Open positions will be posted on career sites to solicit resumes. Occasionally other advertising sources may be used as needed (i.e., Flyers, radio ads, newspapers, etc.).

Selection Process

Our meticulous selection process makes sure that we begin with the best workforce available. Our selection process yields only one candidate for every ten applicants. Key events in the selection process are:

Pre-Screening Interview

The screening interview is the first stage in the hiring process. A typical screening interview lasts 15 – 30 minutes. The purpose of the screening interview is to quickly assess the applicant's qualifications. The screening interview includes the following five steps:

1. Review Job Requirements
2. Job Suitability Screening
3. Conducting the Interview
4. Concluding the Screening Interview
5. Reference Check.

Second Interview

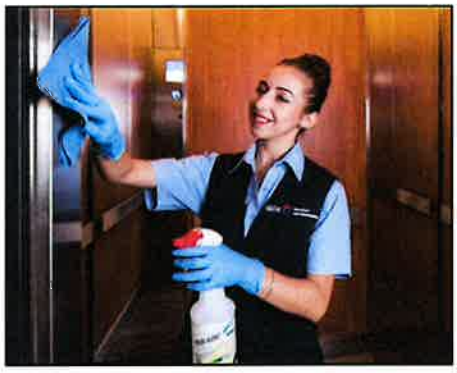
Applicants that score relatively well and have satisfactory references may be given a second interview. Second interviews are usually conducted at our office. The format of the second interview follows the prescribed form. The interview includes a tour of a typical area to be cleaned (if permitted). The scope of the work is explained, and the applicant is encouraged to ask questions. The site manager and team leader to whom the applicant will report conducts the interview.

Background Check and Drug Test

Every prospective associate is subject to a criminal background check. We take the additional step of having every associate sign an affidavit verifying that they have never been convicted of a felony.

GDI is a drug-free workplace. All associates are subject to pre-employment and follow up random drug screening.

Training



GDI will train all janitorial staff in a full complement of technical cleaning skills appropriate to their position and task requirements. This will include additional training in customer service skills for those positions that interact with your employees and visitors.

GDI supervisors and managers will receive supervisory and management training to support their leadership of the janitorial staff under their supervision.

Through our training program, we provide consistent, ongoing feedback and coaching to our staff. This increases motivation, accountability, and strong relationships as well as fosters an environment of continuous learning and high performance.

The following is an overview of the GDI training phases for staff working at the facility. All training documentation is administered on-site and/or online and maintained in full compliance with all regulatory requirements. Further detailed information, demonstrations, and site visits are available upon request.

GDI has an online training platform available to all our staff 24/7. When a new employee is hired, they receive a Welcome email that includes an invitation to begin their required online training lessons. Employees are enrolled in courses aligning with their role within the company.

Each course provides the necessary content to ensure our team members are equipped with the knowledge required to complete their jobs accurately and safely.

Courses are comprised of several lessons that include an instructional video and a required quiz. Quizzes are only available after the video has been viewed to ensure the content has been studied and learned. Lessons must be completed in order, therefore, access to lessons within a course is locked until the previous lesson has been successfully completed. When all of the lessons are completed for a required course, users are provided with a certificate.

Online learning
A consolidated library for effective knowledge transfer

Knowledge retention
Users retain information through in-app quizzing

Time efficient
Train new hires faster and more effectively

Track progress
Analyze user progress; individual/group reports

Certification
Guaranteed knowledge transfer with user certification for every course

Continuous Training and Professional Development

Training and development are an ongoing, integral part of the GDI mandate for all employees, supporting our goal for continuous improvement at all levels of our organization. Ongoing training maintains certifications and health and safety requirements, and includes annual bloodborne pathogens and HazCom training, product updates, equipment training, etc.

GDI Operations Managers and Regional Managers conduct weekly, monthly, and annual Toolbox Talks, updating existing staff on any changes to materials, policies and procedures, or environment that may occur while on site. At this time staff are advised of any necessary training that they will need to undergo to meet any changes at the site.

Specialized training is provided as required, either internally or through a third-party expert resource. Examples of such training are flooring specialists, carpet maintenance technicians, lift operators, restoration specialists, etc.

GDI can generate detailed reports of the progress and status of any individual or specific group within the online training platform. These reports include information such as course/lesson progress and quiz results, the number of attempts at a quiz, and how long it took the user to go through the training materials.



Benefits, Retention, and Incentives

All employees are eligible to participate in GDI's Medical, Dental and Vision plans, and 401K program. If employees fall under a collective bargaining agreement (CBA) then their benefits will comply with those outlined in the CBA.

Employees are eligible for vacation/paid time off after 1 year of service. GDI will recognize employees for their accomplishments through our Kudos Awards and other incentive programs. GDI offers retention bonuses and referral bonuses as well.

- We provide competitive living wage rates
- 401K plan for all employees (after 1 year of service)
- Life insurance for our supervisors and managers
- Vacation and Holiday pay for full time employees
- Cell phone reimbursement for supervisors and managers
- Health & Dental Insurance for our full-time employees.

Employee retention is crucial for organizational success. Implementing a supportive work culture, offering professional development opportunities, and recognizing employee contributions can significantly enhance retention rates.

Along with the strategies and practices aimed at keeping valuable employees within an organization for an extended period of time, a positive work environment, clear communication, and fair compensation contribute to employee job satisfaction.



GDI has designed retention programs and initiatives to ensure we are continuously managing employee turnover by encouraging retention. Our HR team measures and monitors turnover and communicates the metrics to the management team so that adjustments can be made and processed and procedures can be assessed to ensure improvement.

We have designed the following programs to motivate, engage, and reward our staff and ensure we are continuously managing employee turnover and addressing it within the first year of service, when it is generally at its highest level.

Program	Features
Welcome Bonus Program	• Designed to ensure continuity of service, talent retention • Allows for motivated, valued and appreciated employees through a smooth transition.
On-going training and learning 24/7	• Online platform for training • Respect in the workplace, compliance. and regulations, Health & Safety - critical learnings for all employees.
New associate Buddy System	• New hires are partnered with a "Buddy" from their peer group • Helps new hires get comfortable with role and assimilate into team • A good start helps lower turnover rates (highest level of turnover occurs in first 90 days).
Redbook Program	• Recognition incentives published at timeclocks • Outstanding service published • Team achievements, e.g., property inspection scores, etc. • Individual tenure and attendance • Birthdays, potlucks, holidays • Awards given, e.g., paid days off, gift cards, etc.

Program	Features

Stay interviews, temperature checks	• Stay Interviews
	  - Employees interviewed while here – not when leaving
	• Temperature Checks
	  - Onsite employee focus group forum (no management present)
	  - recommendations and action plan for resident manager, area manager, and district manager.

Performance recognition	• Provide employees with constructive feedback • Employees given opportunity to share their thoughts on their performance and professional goals • Talent evaluations, succession planning, and leadership preparation • KUDOS recognition program Feel Good Fridays.
Social benefit plans	• Acknowledgement of birthdays, work anniversaries, and retirement • Employee referral bonus • Group social functions • Press acknowledgement for personal achievements • Group/individual volunteer opportunities with many charities/organizations.
Performance reviews	• Employees and supervisors/managers have several informal "coffee meetings" throughout the year to discuss professional and personal goals • Encourages trust and enhances employee satisfaction and performance.

PROGRAM DEVELOPMENT & QUALITY CONTROL

Program Development

Quality programs are developed to ensure the delivery of consistent high-quality maintenance services that are cost effective and are provided by a trained and dedicated service delivery team. Our quality programs, service engineering, and support systems were developed by members of the GDI organization, who have decades of experience in designing programs like this to meet your needs.

Our service program is prepared based on the following:

- Meetings and discussions with your management
- Visitations to your facility(s)
- The scope of services and specifications provided in this quote
- The function and population of your facilities
- GDI's experience servicing similar locations
- Nearly a century of experience and expertise providing janitorial and related housekeeping services.

Quality Control

Our Quality Assurance program is a major component of the relationship with our clients. We have a vested interest in our customers and have created a system to protect that relationship. Our computerized maintenance management systems and proprietary inspection software inspection software are based on internationally recognized standards that ensure our FM services, cleanliness, and inspection results are standardized, comparable, bias-free, and completely quantifiable.

GDI's internal procedures and policies that are associated and related to our work quality and cost control are detailed below:

- The center core speaks to our four key elements - facility management & operations, technical services, shared services, and quality assurance.
- The **performance management** layer demonstrates that all aspects of our daily service delivery are managed, measured, documented, reported, and most importantly, communicated effectively.
- The **governance** layer speaks to GDI's core values - safety, people, integrity, our customers, communication, trust, and accountability.
- The all-encompassing **continuous improvement** layer reflects our commitment to look at what we have done, look at what we are doing, analyze, develop, and implement improved methods, processes, and best practices to drive efficiencies and customer satisfaction.

Management and Staffing

It is our intent to provide your facility with key management staff to manage the cleaning staff. The cleaning staff will be available seven days a week if necessary. The personnel will consist of a regional manager, who will be responsible for overseeing the entire operation, an area manager and a site or account manager. The managers will direct employees on their assigned shift and supervisors will follow through in the building to provide coaching and guidance as required.

Day Porters – The Day Porters will be responsible for making sure the company looks professional, clean, and presentable between routine cleaning done in the evenings. The Day Porter will perform all tasks listed in your scope of work requirements.

Cleaners – The cleaners will perform all janitorial activities listed in the Scope of Work. The cleaners will assist the Account Manager and On-Site Supervisors in making sure all tasks are completed in an effective and efficient manner.

Account Manager - The single point of contact for all aspects of the relationship including operational escalations, reporting, administration, etc. Your account manager is responsible for playing the role of you, the client, and be your eyes and ears internally. The role of this individual is to:

- Act as the voice of the client, so you do not have to. They will review the performance at each site on a daily basis to identify any issues, and then validate corrections have been made to a satisfactory level
- Review the results in aggregate and identify any recurring themes, then work with operations to develop augmented training, equipment adjustments, scope changes, etc. where necessary for long-term performance excellence
- Be the communication bridge for you to the administrative departments for all non-operational facets of the account, including accounting, finance, human resources and legal
- Be the accountable leader to implement any special operational projects, communication campaigns, as well as lead business reviews.

Performance Monitoring Responsibility

The overall performance of the in-scope services is monitored by our supervisors and senior operations management team. Our supervisors will review monthly reports that contain scores and compliance measures that include the following:

- Daily, weekly, and monthly inspections are consolidated into a performance report through our GDI Inspect system
- Work order history closed-loop report through GDI Inspect
- Monthly periodic scheduling report
- Monthly equipment maintenance logs
- Customer service feedback
- Client face-to-face meetings notes
- Monthly Attendance Management Report of front-line staff
- Compliance to standard operating procedures through regular toolbox meetings
- Health & Safety incident reporting.

Supervision Strategy

At GDI, the supervision of employees is a method of managing functions intended to support the achievement of excellence in service and to enhance the personal and professional capabilities of the employee. A synergistic model where cooperative efforts between the supervisor and employee are encouraged. Characteristics of this method are outlined below.

Joint effort

The coordination of tasks is worked out together amongst the supervisor and employees, where both parties are encouraged to provide cooperative contributions. It is also integral that supervisors and staff members have clear expectations of one another.

Two-way communication

Supervision is dependent on a solid foundation of trust between employees and supervisors, and communication is key in developing this trust. Employees and supervisors must feel comfortable providing honest and direct feedback.

Focus on competence

Supervisors at GDI ensure that all employees understand how to effectively perform their tasks and have current training and skills to provide the best service while ensuring safety standards are met. It is also important for supervisors to maintain and promote positive attitudes among employees as this motivates individuals to apply knowledge and skills to strive for excellent service.

Proactivity

Supervisors must ensure that they focus on identifying potential issues early, rather than reacting to them after they have developed over time and encourage employees to do the same. This approach to monitoring and the supervision of employees ensures that all tasks are completed to the highest quality and standards of GDI and City of Novi.

Supervisor Performance

GDI uses several methods to ensure that our supervisory staff is performing to both GDI's and our client's standards.

GDI Inspect
Regular client communications
Regular meetings with Supervisors and Frontline Staff

Operations

Our approach to our overall operating plan is based on accountability, close communication, and a strong partnership with our clients. Our operational capabilities are built on a foundation of expertise in the following operational functions:

Establishing and delivering objectives

Working with City of Novi as a partner, we will establish and deliver successful and mutually agreed upon objectives.

Clearly defined specifications

We will operate based on frequent communication and defined specifications to provide seamless services.

Performance monitoring and KPIs

We will provide the ability to measure performance that demonstrates continuous quality control and value.

Consistent staffing levels

With a workforce of more than 36,000 employees, we can ensure a steady skilled professionals for our clients.

Health, Safety, and Environment

Our services will provide a clean, safe, and healthy environment for your facility occupants, and safeguard the well-being of our staff.

Equipment and supply needs

Our supply partners provide you with cost savings, a standardized product line, and environmentally friendly supplies.

Communication is a critical part of an effective service delivery with particular importance in your industry. Our approach combines various technologies with set meetings and recording mechanisms. GDI Services deploys the appropriate technology to each site in connection with the on-site representatives and their preferred methods.

Safety is Always First for Everyone

S·A·F·E
SAFETY IS ALWAYS FIRST FOR EVERYONE

Health and Safety (H&S) is a key focus of our Environmental Social Governance (ESG), and is a core requirement within all our standards, procedures, and policies.



Our company-wide principle of creating and promoting a safe and healthy work environment begins with GDI's core concept of **S.A.F.E. – Safety is Always First for Everyone**, which is extended seamlessly into our client environments through front-line accountability that begins with an internal regimented safety program.

Key drivers of our safety program's success include:

- Orientation and hiring process that includes H&S as a defined condition of hire.
- GDI Intranet housing up to date documents detailing our H&S & training materials.
- GDI claims database for recording, coding, and managing all injuries, incidents, illnesses, accidents and near misses.
- Mandated national H&S audit tool.
- Workplace inspection checklist for hazards present at the client space and GDI occupied work areas.
- People-focused KPI benchmark strategy outlining H&S targets.
- Aggressive return to work program.
- Onsite H&S manual outlining all our standards and procedures.

Regulatory Compliance

All GDI employees, contract employees, vendors and service vendors shall follow all OSHA, Federal, State and Local safety standards at all times. Furthermore, all such individuals shall have a copy of GDI's general safety policy [SP-02] and Hazard Communication policy [SP-05] posted on each job site and be in compliance with SP-02 at all times. Other reasonable safety rules and practices established by GDI's representatives prior to or during a project shall be adhered to.

GDI Clean for Health Program

Implementing enhanced cleaning protocols is not just something we do during a pandemic, it is a part of our daily mindset and operations, because we don't just clean for appearances – we *clean for health*. Our proprietary Clean for Health Program can help you deliver on your promise of creating the safest environment possible at for our clients with a comprehensive program.

This 14-step in-depth review and evaluation certification verifies that an account consistently adheres to GDI's highest-in-the-industry cleaning, health and safety, risk management, environmental, auditing, and human resources practices and standards.
Taking the extra step to keep employees and building occupants safe results in:

- Increased peace of mind and higher satisfaction for occupants
- Validation that all safety protocols have been met and followed
- Cleaner and healthier environments

14 Steps to a Cleaner and Healthier Environment

Client commitments	Available resources for work	Risk assessment and sanitizing frequency	Operational guidelines and procedures
Auditing and verification		Continuous improvements and Green initiatives	Onsite pandemic response measured
Conformance with public health guidelines	Training and competency records	Onsite documentation	Inventory & contingency plans for supplies & chemicals
Personal protective equipment	Procedures for waste disposal		Procurement and supplies

TECHNOLOGY

GDI leads the facilities management marketplace in its commitment to innovation to provide our clients with cutting edge solutions. ***Please note that not all innovations listed below are applicable to the contract. This is dependent on the size and layout of each facility.***

UKG Dimensions

We utilize an electronic / biometric timekeeping system at all our job sites to:

- Ensure Safety and Security - we know who is in the customer building at all times.
- Help our managers easily monitor the staff within their accounts, management is notified if staff is not on site working.
- Ensure Timekeeping Accuracy - eliminates paper timesheets and time clocks.
- Monitor Budgeted hours to meet our customer expectations.
- Ensure Accurate and Timely pay to all our team - automatically upload hours into our payroll system
- Ensure compliance with all laws.

CGDI Calc: Planning with Concrete Data

To facilitate our Operations team in the coordination of services for your various buildings, we use our own internal software, GDI Calc. This tool helps us to determine the hours of work and the execution time to be allocated to each task according to the defined frequencies. This calculation method assures that we supply the time necessary for the execution of each of the in-scope requirements.

- **Schedules:** Using GDI Calc's work loading capabilities the operations team works to institute a schedule for both daily/nightly cleaning and periodic work according to site specific scope of work. Schedules are adjusted according to building requirements, considering traffic patterns, seasonal fluctuations, and changes to scope of work.
- **Analysis:** The Analysis module calculates cleaning tasks and operational costs and provides the required documentation. Clients may participate in their proposal evaluation. It is also possible to analyze data from several proposals.
- **Buildings:** The buildings module contains all the relevant information pertaining to the building required for tender.
- **Prototypes:** The Prototypes module contains GDI knowledge and skills. Data included in this module allows for a customized proposal for any given facility.

Master Service Schedule (MSS)

MSS is a web-based program that allows all service tasks at a work site to be inputted into the system. Key features of GDI MSS:

- **Web based system secured by user and specific job site**
- **Identifies all sanitation or periodic cleaning tasks**
  - Special notes
  - Attachments if applicable (SOPs, Photos, etc.)
  - Estimated labor budget for task
  - Frequency to which task is performed
- **Scheduling**
  - Works on weekly increments
  - Graphically shows if tasks are completed or open
  - Shows detail weekly lists of all tasks due for closure, and IDs past due tasks for immediate attention / action
  - Transfers all tasks and schedules from one year to the next
- **Reports**
  - Can run reports with different sort criteria such as area, shift, manager, date ranges
  - Types include open tasks to perform, variance report of completed work task labor budget vs. actual labor used, tasks that failed initial inspection, and completed task report with 1-4 photos of completed work
- **Inventory**
  - Allows you to log all chemicals and equipment with the following for each item:
    - Photo of item
    - Location in plant
    - Uploaded documents (SDS, Manuals, Maintenance logs)

Communication/InView Client Portal Technology

Communication with our clients is the key to our success and vital in the janitorial business. InView is our proprietary and innovative online customer portal reporting system. InView allows for work order (client or GDI initiated) communication, document sharing, and posted calendared work scheduling that is secured by user login and specific site access.

Using InView, our clients enjoy real-time performance benchmarking and reporting of key performance indicators (KPIs). All outstanding issues or requests are tracked, monitored, and closed out. You can easily monitor important performance metrics such as special project work, periodic work, consumables, or any other operational need.
The application is web-based and can be accessed anytime, via computer, tablet, or smart phone.

GDI Inspect

GDI Inspect is our all-encompassing online quality assurance program, designed specifically for the janitorial industry, and exclusively customized to fit our business needs. The system provides GDI with the capabilities to manage quality and optimize janitorial performance based on the in-scope services and standards.

Key features of GDI Inspect

- Electronic Quality Assurance inspections completed with IOS and Android devices
- Real-time reporting and tracking
- Customizable inspection templates detailed by site, area, occupant, and stacking profiles
- Work order management and accountability
- Automatic notification system (internal and external)
- Client communication and deficiency tracking
- Secure remote online access for clients and staff
- Integrated email and text messaging capabilities
- CRM and task scheduling capabilities

FotoFinish

Within our FotoFinish quality assurance program, we can create a photo flow for the cleaning crew to duplicate, take photos of randomly selected areas, and submit them to management, a 3rd party quality inspection service, as well as client's management.

FotoFinish also supports an "expected outcome" versus a "task and frequency" cleaning model. This increases cleaner accountability, provides daily cleaning performance visibility, and training opportunities. This provides visual evidence of performance quality and accountability, allowing reports to be run of any site, any day with real time data and analytics.

Key components and benefits

- **Immediate reporting and analysis:** Delivers real-time photos that detail where staff have cleaned, and which areas need immediate action.
- **Proactive execution:** FotoFinish enables GDI to self-identify and address issues proactively, without waiting on a complaint or Management inspection.
- **Performance quality and accountability:** Provides inspections with daily visibility and validation of cleanliness execution. If photos are not submitted, GDI management is notified immediately.
- **Performance through visuals:** Allows for optimal performance, quality, reporting, analysis, and accountability.

GDI Tracker: The Future of Facility Service Tracking

Leveraging the power of AI, GDI Tracker is an IoT based service that is a tracking and reporting solution, enabling compliance with service audits and quality management best practices.

GDITracker



GDI Tracker provides operators the ability to monitor all services for compliance, tenant communication, and efficiency. This is provided in real-time visualizations of floor plans and can be filtered by job routine, duration, or zone.

It also generates reports on compliance and internal follow-up processes to address any non-compliant tasks. GDI Tracker features email alerts so no notifications are missed.

Key components and benefits

- Offers visibility to managers to review plan vs. actuals for daily service management
- Employee patrolling and tracking capability
- Cost-effective solution to address slip and fall incidents
- Integration available with QR code feature for greater transparency and accountability

GDI: a Leader in Robotics Deployment



With the ongoing skills shortage in the facilities management industry and increasing pressure to effectively manage client costs, the introduction and effective use of robotics will continue to expand.

The benefits include increased consistency, quality, and long-term financial benefits. Clients have also benefited as the time and energy they were traditionally using to operate manned equipment can be deployed on other high-priority tasks, increasing the overall quality of service provided.

Training videos are available 24/7 online and through team training sessions.

Human Resources Information System (HRIS)

We are now deep into the integration of a new workforce management solution to bring our team and capabilities to the next level. This technology will increase efficiencies across the company, improve our ability to support and reach our team and measure and monitor our performance. This investment will improve our stakeholder experience across the board.



CUSTOMER EXPERIENCE

Improved reports and response time.



EMPLOYEE EXPERIENCE

Instant access to information; improved training; surveys.



APPLICANT EXPERIENCE

Reduction in paper expedited process.



MANAGER EXPERIENCE

Improved metrics to help us run the business and effectively manage our employees.

TRANSITION PLAN

GDI is well experienced in all facets of transition management in facilities operations and maintenance. Having transitioned numerous facilities in recent years, we understand the importance of developing comprehensive mobilization plans in close collaboration with the client and all stakeholders in the critical first weeks of our engagement in a contract.

In a typical new transition, GDI will commit resources and experienced team members to develop processes, assume operations, and mitigate risk during the transition phase and to ensure that the changes at the client's facility(s) are seamless for all building occupants.

GDI understands the present transition requirements and has an established staffing model, operations, and back-end processes already in place. However, GDI considers it to be a best practice to conduct proper kick-off and review meetings to ensure seamless transition from one contract period to another. In essence, these activities can be encapsulated in a truncated transition plan. This attention to detail ensures that going forward GDI can continue to operate in the customer's best interest. Periodic reports will be made to the customer regarding timeline progress.

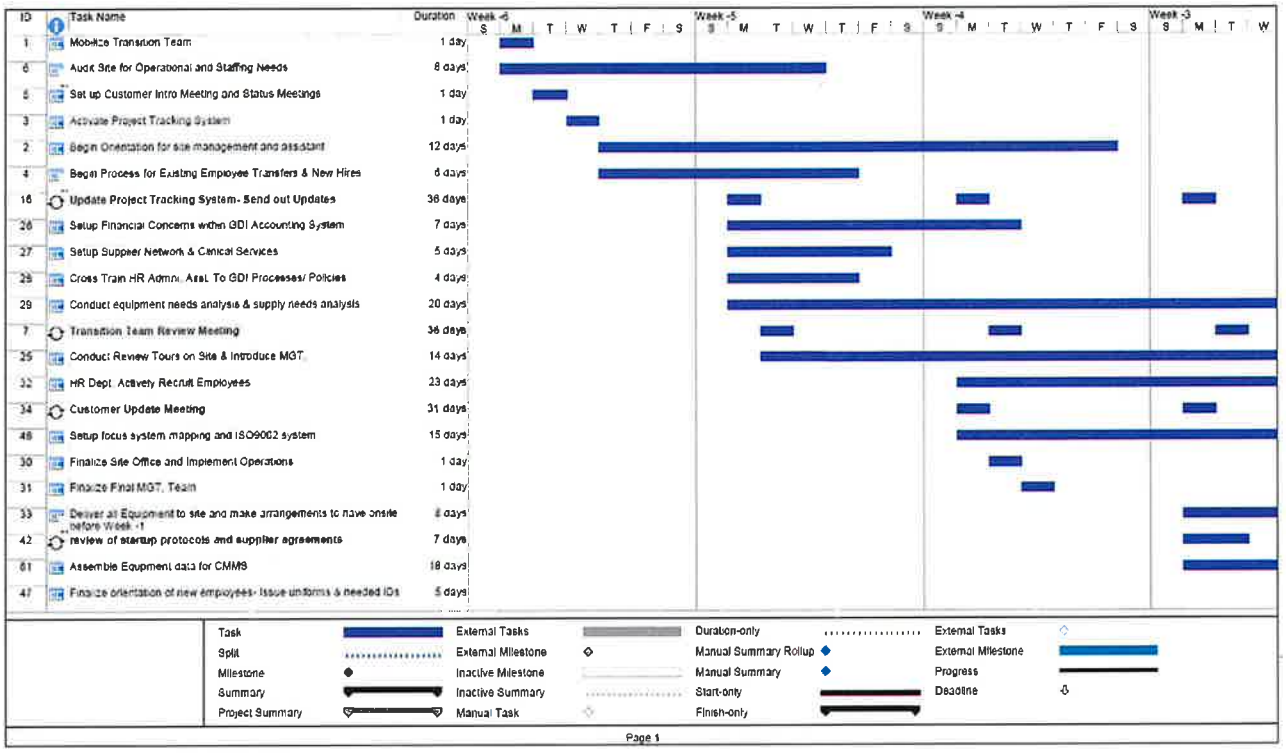
The transition team representatives include:

- Safety
- Human Resources
- Purchasing
- Site Management
- Divisional Management
- Training Specialists
- Service Engineering
- Senior Management
- Labor Relations

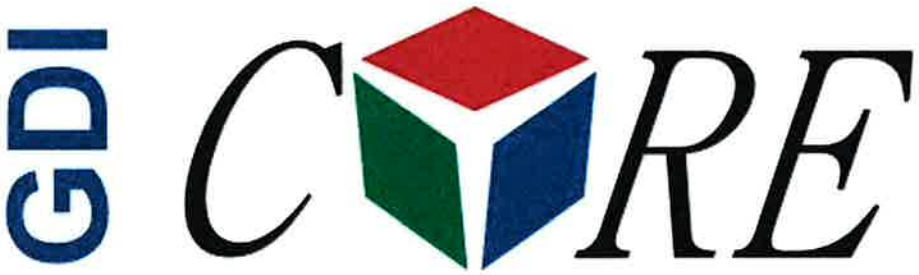
Upon notification of start date, a transition timeline will be developed by our transition team. They will schedule the following:

- Initial meeting with customer representatives
- Security procedures
- Key control
- Listing of unique requirements for your facility
- Blueprints and maps
- Periodic/project work schedules
- Equipment list
- Supplies list
- Human Resources' needs
- Special training
- Interim meeting with customer representative
- Hot spots
- Work rules
- Purchasing of equipment and services
- Delivery of equipment and supplies
- ID cards
- Uniforms
- Facilities manual
- Inspection schedules
- Employee orientation/training
- Emergency call listings
- Meeting with customer representatives just prior to start up

Transition Plan Sample



Cover Page 0.0



GDI C.O.R.E.

GDI Corporate Operational Regulations for Excellence

DOCUMENT NO.: F800-0007 **DATE ISSUED:** 08/21/2018

Unless otherwise indicated with "N/A" under Document Number, this manual is a controlled document. The document number assigned to this manual is registered within GDI's quality document control system referenced in GDI Quality Manual Section 4, Sub-Section 2.3 Document Control.

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Revision Log 0.2

Rev.:	Date:	Responsible Person:	Description of Change:
1	08-21-2018	GDI CORE Team	Policy creation & Release
2			
3			

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Introduction 1.0

1.0 General

This quality manual supplements GDI Services Inc.'s (GDI) ISO 9001:2015 standard as well as the ISSA's Cleaning Industry Management Standard (CIMS) 1101:2006 standard.

The content of this manual applies to all operational units and regions of GDI – U.S. and are controlled within the GDI Quality Manual Document Control policy: Manual Section 4, Sub-Section 2.3

GDI performs a variety of contracted facility services (primarily janitorial and food plant sanitation services) to large corporate office centers, multi-tenant complexes, corporate headquarters and food processing plants. GDI's operational units have been providing such services dating back to 1910.

GDI has been a leader in the facility services industry and a pioneer in its quality programs being one of the first janitorial companies in the United States to receive ISO 9002 certification. GDI was also one of the first twenty privately selected firms in the world to become charter members to ISSA's janitorial quality standard known as Cleaning Industry Management Standard [CIMS 1101:2006] and achieved certification with honors.

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GDI C.O.R.E. Defined 2.0

2.0 GDI C.O.R.E.

GDI Corporate Operational Regulations and Edicts (GDI C.O.R.E.) was conceptualized at the Senior Management Meeting of 07 February 2018 and authorized by GDI's Chairman and U.S. President/CEO.

GDI C.O.R.E. is a base structure of GDI's operational organization covering all major aspects of duties at GDI that effect the securing, planning & design, starting and operating & maintaining service delivery.

2.1 Application

GDI, through the efforts of all its employees, will pursue the highest levels of quality to exceed our customer's expectations in the daily endeavor to deliver quality servicers in a safe and professional manner.

We will achieve this through cross-functional teamwork, communication (internally and externally), adherence to the ISO 9001:2008 and CIMS 1101:2008 Standards and a dedicated commitment to our mission, values, principle statements and policies set forth in GDI C.O.R.E.

Responsibility for operational execution of service delivery & the quality thereof, lies with management and with each individual employee and department within the organization. All individuals charged with a responsibility within the quality management system are ultimately accountable to the President / CEO.

The Vice President of Quality - U.S. has full authority and final responsibility for ensuring that all activities conform to the quality management systems and GDI C.O.R.E. through training, resource management and compliance auditing. Should any disagreement arise between the Vice President of Quality - U.S. and GDI departmental personnel concerning a quality matter, the problem shall be referred to the President / CEO whose decision shall be final and in concert with the requirements of the quality management system.

2.2 Quality Policy Statement

GDI, through the efforts of all its employees, will pursue the highest levels of quality to exceed our customer's expectations.

We will achieve this through cross-functional teamwork, communication (internally and externally), adherence to the ISO 9001:2015, CIMS 3000:2018 and GDI C.O.R.E. Standards and a dedicated commitment to our mission, values and principle statements.

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We see our mission as an established and innovative leader in the facility services industry, with a commitment to provide quality services and exceptional value. This is accomplished through continuous improvement, profitability and long term growth by empowering our employees to exceed our customer's expectations.

GDI defines itself through the following values and principles:

- We will focus all of our energy toward effectively satisfying the needs of our customers both internal and external. The voice of the customer will be made heard throughout the organization.

- Our employees are our most valued assets. It is the focused work of our trained employees that makes up the heart of our business. We will involve employees on all levels in the continuous improvement of our quality services.

- We will use the best available cleaning and finishing supplies, equipment, and methods. New ideas, technologies and products will be continually incorporated to help maximize the value of the services we offer our customers.

- We will do what we say we are going to do.

- We will stand behind our service and our employees.

- We will not compromise our commitment to:
    - The environment
    - The laws of our country
    - The ethical conduct of our business
    - The rules and policies our customers have in place at their facilities.
    - The standards of safety we have in place for all employees.

Responsibility for quality lies with management and with each individual, section and department within the organization. All individuals charged with a responsibility within the quality management system are ultimately accountable to the President / CEO.

The Vice President of Quality - U.S. has full authority and final responsibility for ensuring that all activities conform to the quality management system. Should any disagreement arise between the Vice President of Quality - U.S. and GDI departmental personnel concerning a quality matter, the problem shall be referred to the President / CEO whose decision shall be final and in concert with the requirements of the quality management system.

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Definitions 3.0

Customer

The word customer refers to the 'end user' of our services or the individual(s) that occupy and use the facilities we services. Commonly a customer refers to the tenants or employees of our *client*.

Client

The word client as used throughout the quality system manual and related documentation refers to the company or company representative that has retained services from GDI.

Contract

The term *contract*, references a written agreement to provide services for a defined period of time and the type of services provided. Contracts are often a legal document but some clients may issue detailed purchase orders in lieu of.

Document

Where the word document, or documentation, is used, it can refer to a physical text document or a computer file.

Gender

The use of the masculine (his) or feminine (her) form is meant to be inclusive and does not preclude any other gender or gender identification.

Record

A quality record may be in documented or electronic format.

Specifications

Any service requirement that defines the customer's expectations, and thus the service delivery GDI will provide and bill for, is considered the specifications. These are often listed as specifications but also referred to as Master Sanitation Schedule (MSS) or Service Level Agreement (SLA) or Scope of Service (SOS) as well.

Service Delivery

Terminology referencing the execution and successful completion of a contracted GDI service at a client's facility.

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Quality Operating System (QOS) Management System 4.0

4.0 Quality Operating System (QOS) Defined

GDI has established specific parameters that all operational departments and regions shall adhere to. These parameters are listed in section 4 with expanded guidelines on each element to further help management assimilate that element into the daily, and ongoing, operations.

These elements of the QOS are key to who GDI is and how we want to operate as a unified force within our industry. It is, to quote a popular phrase, the "GDI Way" and should not be deviated from nor amended without prior review of service delivery / customer impact and full disclosure to GDI executive management and their approval thereof.

4.1 Definition of Service

Those who fail to plan, plan to fail. No phrase is truer in all that GDI does. To that end it is imperative that all GDI work sites [work sites are defined as a geographic location where any form of GDI service delivery occurs. Work sites may be a singular location/account or may belong to a great collection of locations within one larger account] have documented definitions of service at the work site level as well as operational and administrative level.

4.1.1 Scope of Service

The scope of service [specifications] for all service types delivered to a specific location shall be posted at said location. Additional copies should also be held at the nearest GDI operational office.

4.1.1.1 The most updated/revised copy shall be posted and all older copies removed from the work site. Older copies of the scope of service may be maintained at the governing GDI operational office and/or with sales.

4.1.1.2 There shall be a formal service delivery plan to 'translate' the meaning of requirements of the scope of service into a deliverable program as defined in 4.3 Quality Plan.

4.1.2 Purchase Order – authorization of work

4.1.2.1 A formal document from the client authorizing work shall be secured before service can commence. Such documents shall be maintained and not allowed to lapse. Written communications are allowed to start work but a purchase order or sign contract (GDI or Client's) should eventually be secured. Approved authorizations of work may include:

4.1.2.1.1 Purchase Orders – for clients that work via a purchase order system every effort shall be made to secure said purchase order prior to start

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of work (regardless of one time project or ongoing service delivery).

4.1.2.1.2 Signed contracts

4.1.2.1.3 Written communications (letter or email) authorizing specific work.

4.2 Quality Plan

The quality plan is the detailed analysis of the specifications of an account and/or its work site that is engineered into a viable work plan that accomplishes the required specifications within the budgets set forth in the overall agreement. The plan will also establish improvement opportunities and commits GDI to working, within a methodical way, with the client to fully deliver the service(s) contracted.

4.2.1 Site Plan

A site plan (manual, book, binder) shall be developed to encapsulate the full complement of services being delivered to a specific work site. The Site Plan shall contain the following sections as a base minimum:

4.2.1.1 Specifications

4.2.1.2 Job Descriptions – based on those positions at the site. Job Descriptions should be customized where ever possible.

4.2.1.3 GDI contact – escalation list. A list of names and phone numbers of GDI managers and executives in order of first to call to last (being the regional GM/Executive).

4.2.1.4 Client contact – escalation list

4.2.1.5 Safety: copy of SP-02 (Corporate Safety), SP-05 (HazCom) and copy of SP-07 (Hazard Assessment – completed. Official copy must be POSTED.

4.2.1.6 Copy of system / method of service execution for the work site. Maps, list of service areas by cycle or other.

4.2.1.7 Employee contact list for service support.

4.2.2 Service Engineering System

Sometimes called a 6 Point System or Focus System – a service engineering system that breaks down the specification's daily and weekly duties into a methodical program that can be communicated via policy, mapping or other logical methods.

A specific 'one-way' method does not fully work here but there must be a multi-point system defined that covers all required daily and weekly (periodic may also be included) specification items in a repeating and on-going systems. The two acceptable GDI methods are:

4.2.2.1 Focus System (F800-0002)

The focus system break all tasks into 4 or 5 service days so that by week's end all daily and weekly service items have been fully delivered.

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Using floor maps the facility is color coded. Yellow marks all areas that are serviced daily. Subsequent colored areas represent each day of the week where a portion of the weekly specification is delivered. Daily duties exist throughout the work site (trash, rest rooms, spot cleaning of walls and floor) and the weekly service items (detail vacuuming, cleaning of desks, high/low dusting, etc) are accomplished on the designated focus clean night.

4.2.2.2 6 Point System

The 6 Point System is a six weekly breakout of service tasks for the work site. The daily tasks are listed and followed each day. All other tasks are placed into a week (week 1 – week 6) and each day of that week specific tasks are scheduled for completion.

The 6 Point System incorporates both weekly and periodic (monthly mainly) specification tasks into a systematic delivery approach. For monitoring and successful execution all sites within a region, or market, should be following the same weeks to allow management to track, guide employees and test the success of the service delivery.

4.2.2.3 Work loading systems

GDI has two systems to work load work, especially periodic work, to monitor, issue work tickets and validate service delivery (InView scheduler or Master Service Schedule). For larger accounts one of these system shall be utilized to ensure proper service delivery execution and consistency.

4.3 Monitoring

GDI monitors service delivery to ensure a conformity of service delivery, conformity to our GDI CORE principles and to allow for continual improvement in the effectiveness of the QOS.

4.3.1 Service Delivery – Internal

Every job site shall be set up with GDI Inspect as the ONLY authorized inspection and service delivery validation tool at GDI. Inspections shall be conducted by site managers, area managers, regional executives, and authorized clients.

Training shall be provided for all users so the system is utilized fully and the scoring system is understood and implemented to the inspected area properly.

Although the frequency of inspections vary by work site small accounts with no site management should be inspected at least monthly. Accounts with larger crews, full weekly service should have 2+ inspections a month.

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Larger accounts, to include those with site management, shall inspect no less than weekly.

4.3.2 Service Delivery – External

External monitoring involves gathering the input of our service delivery success from means other than GDI operational managers. Most typically this is random surveys, opinion cards placed at the site or other methods approved by GDI Quality, GDI leadership and the client.

At large accounts it is highly encouraged that external surveys be employed to help capture end user opinions that can be highly beneficial in identifying small issues and resolving them quickly. GDI also sees such external monitoring as good relationship building with end users, and thus with our direct client representatives as well.

Any use of service delivery monitoring via a survey shall allow for a collection point directly to the client and then a handover to GDI to maintain a sterile data collection method.

4.3.3 Key Performance Indicators (KPIs)

It is important to monitor the work we do for without such monitoring any planning, engineering or design in the future is based, in part, on guess work – which is not acceptable at GDI. We shall manage by facts, and not 'what ifs,' or vague guesses.

To that end, base KPIs are established for all accounts. It is completely acceptable to have additional KPIs at an account so long as the data collection is logical, does not create a labor burden on operations or administration and has actual value that is usable on an ongoing basis.

4.3.3.1 Required KPIs are:

- Turnover
- Training Documentation
- Hours to Budget to Actual
- Safety statistics: Near Misses and Incidents

4.3.4 Review and Analysis of Data

GDI collects, analyzes appropriate data to demonstrate the suitability and effectiveness of the quality management system, and evaluates where continual improvement of the quality management system is required. This includes data generated by monitoring and measuring activities and other relevant sources such as customer surveys, internal audits or and KPI data.

The Vice President of Quality - U.S., regional Vice Presidents of Operations and Regional General Managers are responsible for the analysis of data from the field while department heads are responsible for

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all other data analysis that pertains to other aspects of GDI's quality management system.

Analysis of data takes place at several stages throughout the service cycle, notably monitoring and measurement of processes. All operationally based data is analyzed and reviewed within Quality Service Reviews (QSRs) with GDI and its individual customers (externally) as well at the site, regional and executive management levels of GDI (internally) on a more frequent and continuing basis.

Operations shall monitor and analyze data to understand day-to-day fluctuations and use to make informed decisions at both the site and area/regional level.

4.4 Review of Service

GDI shall maintain consistent and ongoing communication with our clients to ensure they understand our actions and situation per the work site service delivery, as well as to allow for the client's voice to be heard throughout GDI to again effectively delivery the quality and value the client should expect from GDI: We shall LISTEN, RESPOND, and ACT.

4.4.1 Ongoing Site Communication

Site communications to the client shall follow the escalation ladder established (see §4.3.1.3) for that specific job site. Care shall be taken to make sure the communication ladder allows for effective communication for site employees and managers to communicate internally with their GDI support teams (operations, safety, HR, payroll) as well as to communicate effectively with the client on a continued basis (daily/weekly).

Online systems, such as GDI's InView, should be utilized, whenever possible and logically, to enhance this multi-directional communication in an effort to be efficient and to document said communications.

4.4.2 Quality Service Reviews

QSRs are not a replacement of ongoing site communications (§4.5.1) but are a periodic (recommend 1-4 times per year) means to review past action plans (those from past QSRs), review all aspects of service delivery to that account or work site, and to allow for the improvement process and problem solving process to flourish.

QSRs may not always be possible or logical to conduct in regards to smaller accounts, however, they should always be conducted where possible regardless of account size. QSRs are shall be conducted at account that achieve any of the following criteria:

- National account with 2 or more locations in any region
- Accounts where annual revenue exceeds $250K
- Accounts that have a high public GDI visibility

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- Accounts that are of a mission critical nature

QSRs shall follow the following structured format:

Opening
- Review of action plans from last QSR and their status

Safety
- Corporate statistics (EMR, TRIR, DART)
- Site data (incidents, near misses & recordables)
- Review of recent Safety Reviews and current active review

Staffing
- Review of staff by shift and numbers
- Review of turnover (from ADP turnover report)

Service Review
- GDI Inspect Dashboard charts
- Survey results (where applicable)
- Upcoming periodic work

Invoicing

Open Conversation
- Continuous Improvement
- Items for the 'greater good'

A GDI representative shall take detailed notes during the QSR and complete a Service Review Memo Report and submit to U.S. Quality for electronic storage.

QSR teams shall be comprised of GDI site management representation, regional operational representation as well as the GDI executive most directly involved/responsible for the account. GDI is to encourage its client to assemble a small team of vested persons to represent their needs and desires. In the event the client does not wish to participate, then QSRs shall be held internally and the meeting minutes memo and data reviewed shall be sent to the client's representative to GDI.

Upon the completion of a QSR the GDI direct representative shall send their direct client contact a QSR Evaluation survey [F610.0161]. This survey should be completed by the client and sent back (mail or electronically). The purpose is to offer a final summary of the client's overall satisfaction and to assure that GDI has properly identified in its interaction with the client, the client's true satisfaction.

4.4.3 Automated-Web Based Communications

GDI incorporates, beyond the base email systems, several automated systems to effect communication between GDI (primarily operations) and its clients.

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In-View
GDI In-View allows for work order (client or GDI initiated) communication, document sharing, and posted calendared work scheduling through one web-based portal that is secured by user login and specific site access. This system should be deployed for larger accounts and accounts with multiple locations as well as accounts that have detailed oriented clients or services where documented communication is a key factor to service delivery success.

Master Service Schedule
The Master Service Schedule (MSS) is a web-based program that allows all service tasks at a work site to be imputed into the system. Each task is then assigned frequencies with start dates and end dates (if there are any) along with ability to assign staff, documents (such as SOPs) and identify work locations where the task is performed (as well as sub-locations within the site as well).

MSS will then schedule, into perpetuity, all work on weekly notification schedules. Alerts are sent when tasks are not closed to assure service items are not missed. Detailed data is entered to close a task providing copious data on GDI's activities at the work site.

Reports are generated to issue work tickets by department, supervisor, service type or shift or even shift. Reports are also available on completion to target ratios and also tracks time spent on each task to that budgeted for said task.

The MSS should be used for large, complex service locations and all food sanitation locations where other customer required systems are required.

4.4.4 Corrective Action Reviews (CARs)
A Corrective Action Review (CAR) is a formal and documented method to analyze a failure at its root core, identify causation and plan actions to abate the failure which shall include monitoring validations.

CARs may be initiated by any managers or executive for any service delivery issue, issue that could affect service delivery, and for all safety incidents that are deemed severe or are/become recordable per OSHA standards.

There are 8 initial sections that require action when opening a CAR and closing the CAR. GDI utilizes a version of the Eight Disciplines (8D) of Problem Solving and also incorporates aspects of the Deming circle/cycle

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wheel of continuous improvement of processes. GDI breaks its problem resolution (safety or quality) into the following actions steps:

4.4.4.1 Report
A problem, process failure or safety incident that requires a CAR must be immediately reported to regional operational / executive team as well as upper management for awareness and action team development.

Organize
A team is developed to review the situation and follow the process through to full resolution. There is no set team size but typically 2-3 members.

Safety based CAR teams shall be comprised of: VP of Safety, VP of HR-US, local HR representative to the region of specific CAR, regional operations executive and site manager. Other members will be added as each situation may require.

4.4.4.2 Define
The problem or non-conformance situation is defined and documented in a new CAR via GDI's online system (login.gdi.com – Work Order System-Corrective Actions) and department heads and executives are alerted to the CAR for their continued monitoring and input.

4.4.4.3 Contain
As some issues take time to investigate and develop long term preventative solutions, interim containment actions are employed. These are documented in the CAR as a Temporary Solution. Such temporary solutions may or may not develop in to permanent solutions.

4.4.4.4 Analyze
As the team investigates the non-conformance issue they start to identify issues, reasons and actions (internal and external) that aligned to cause the event. These 'root causes' may be direct (without them the issue would not have occurred) and indirect (a contributing factor but did not cause the issue on its own) and each shall be document within the CAR.

It's important to understand that problems, such as a process failure or safety failure, do not often have only one contributing factor that caused the undesired event. Management must take time to investigate all possible causes and list them knowing that

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one cause may have a higher contributing factor than another but all played a role in the failure and must be analyzed.

4.4.4.5 Validate

Each causation event found during the analyzation step shall yield one, or more, action plans to both correct the deficiency as well as plan out its future reoccurrence.

As action plans are initiated and implemented, they must be given time to fully cycle naturally within the system and only then may be validated to their effectiveness in their preventative mission.

4.4.4.6 Closure

Once all action plans have been issued, implemented and validated the team will review the CAR, distribute to all parties (internal and external (customer)) and then close the CAR.

4.4.5 Preventative Actions

Preventative actions are taken whenever there is the potential of a nonconformance occurring if all variables in play are not somehow altered. This applies not only to the quality operating system but all systems and processes within GDI. Any preventive action taken to eliminate the causes of actual, or potential, nonconformities is, to a degree, appropriate to the magnitude of the problems and commensurate with the risks associated.

Preventive Action may be initiated from several sources, which may include, but not limited to:

a. Customer correspondence
b. QSRs
c. Internal quality audit results
d. Safety

4.4.5.1 Safety & Preventative Actions

Safety audits are conducted to look for areas of potential failure and to take corrective actions in advance of an incident. Safety audits are also designed to verify all safety policies and postings are in place at all times and trainings are conducted as well. All audits are stored on site, or in regional operations offices if there is no site office. The frequency is determined by site activity and size:

1. Small accounts: >= quarterly
2. Large accounts (w/ manager): >=monthly
3. Manufacturing/Food plants: >= 2-4 monthly

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Discussion, review and monitoring of all corrective actions take place in the monthly management meetings of top GDI management as well executive management regional meetings.

As part of preventative action all sites shall be covered by a safety team. Teams are set up for each large job site, or any industrial or food manufacturing site. Smaller accounts shall fall under localized safety teams as determined by regional operational management. All safety teams shall document their meetings and submit to GDI Safety U.S. a Local Safety Committee Report [F300-0093]. GDI will also conduct periodic annual safety audits [F500.0001] as a more detailed and all-encompassing audit. The VP of Safety U.S. shall set the annual audit schedule by quarters and notify targeted sites to complete their self-evaluations. VP of Safety, in cooperation with operations, shall also determine which sites will receive further on-site auditing as well.
All local audits, annual audits, and safety teams are established and maintained to provide the best possible preventative measures to keep our employees safety and healthy. There shall never be deviations for this end goal.

4.4.5.2 General Preventative Actions
During the course of customer reviews (formal=QSR or informal meetings), internal audits or various management meetings any discovery of a potential failure of a procedure, system or policy (administrative, safety, operational or other) shall be documented and appropriate executive alerted.

The Preventative Action (PA) shall be evaluated for authenticity by the appropriate party(ies): Executive Management Team, Safety Committee, Department Head or other executive or manager with oversight to the potential procedural issue. Once an evaluation has been completed the appropriate party(ies) shall approve the PA or determine no potential failure to a process is present and the issue is automatically closed.

Upon review of PA a determination of effects and actions shall be conducted. This can be done in executive management meetings, committee, audit teams or individual work.

Based on the initial evaluating review corrective measures shall be determined to prevent the potential issue. All procedures, policies and directives that would be 'touched' by these measures

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shall be updated and said updates properly recorded in the change log.

A record of all PAs shall be maintained through same process as a CAR (§4.5.4).

4.4.6 Service Delivery Monitoring
Monitoring of work shall be conducted in process as well as post completion.

4.4.6.1 In process monitoring
As work progresses during a work shift it's important that ongoing efforts are monitored to be sure employees are working effectively and in a safe manner. This task of monitoring on a macro level falls to all employees – we are our brothers/sister's keep and shall look out for each other.

Working leaders, supervisors and managers at a job site shall further monitor active work throughout the shift. Execution and adherence to the plan, professionalism of the staff while they work, the following of all work site rules and EH&S shall all be monitored.

Where deviations are found, on-the-spot alterations shall be made to prevent even a partial service delivery failure. In the event a situation is identified where service delivery will not be fully effective than the GDI manager/supervisor shall notify their GDI up-chain supervisor to alert all internal parties of the issue. At the account management level a decision will then have to be made when, and how, the client is to be updated to the event.

4.4.6.2 Post completion monitoring
Post service delivery monitoring may be conducted by site management, clients, account managers and account executives, all using GDI Inspect as the formal mechanism to capture the accuracy of a service event.

Other methods of monitoring may be implemented, such as paper or e-surveys, to further define client satisfaction, but GDI Inspect shall be used on all janitorial accounts as our primary method to inspect and report results to the client and internally to GDI management.

Although there is no set frequency on inspections, monitoring shall happen at every service event and post inspection should be frequent enough to have no less than 3 formal inspections monthly in the system. This base minimum is needed to build

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trend lines to properly analyze data and determine trends for account monitoring, continuous improvement and preventative actions.

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Service Delivery 5.0

5.1 Service Delivery Plan

5.1.1 Work Loading – As sales and operations plan a new account, or operations audits an existing account, there shall be an accurate accounting of the number of labor hours needed to accomplish the work as laid out in the scope of work and the requirement to achieve customer satisfaction all while being profitable.

Work loading is a complex process that requires a detail to attention and knowledge of the industry. Larger accounts where site management is in place should take full advantage of GD Calc to further define all aspects of the account for future bids, budget changes, and detailed reporting to clients.

5.1.2 Cost Determination – as jobs are being estimated it is critical that GDI Sales understand they are not an island unto themselves. GDI Sales shall collaborate with the following departments to guarantee that proper cost determinations are being achieved:

- HR – verify all comp and unemployment rates issued by HR are correct for the state, county and city you are bidding. Also, verify the wage market for the specific area to which service is to be provided. DO NOT go on what you think is a fare wage – you must consult with HR on every bid.
- Finance – Verify all tax rates needed and discuss all capital expenditures. Any money that needs to be accrued for later services, or other reasons, shall be reviewed with finance before bid submittal.
- Operations – shall have a detailed role in determining labor budgets when building your cost determination. Operations shall also consultant needed equipment and both Operations and Sales shall always consider where new technologies and techniques can be applied.
- Purchasing – shall be consulted as final equipment determination is made. This can be done separately or in conjunction with discussions with Operations. Purchasing shall provide accurate estimates of equipment costs based on final determination.
- Safety – shall inform safety of any work that may impose safety PPE requirements outside of normal office cleaning. Various exams, certifications, and PPE can be costly and unavoidable and as such safety must be consulted to make sure (1) the job falls within safety parameters to perform and (2) needed costs to execute the work are factored into the cost determination.

5.1.3 Job Budgeting shall be completed for (1) every new job start and (2) whenever there is any change in the initial job start document. A job start form [F100-0040] shall be completed for every job GDI provides services at.

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The Job Start form shall contain the following information at a base minimum: Breakout of all labor hours and wages, total supply and expendable supply budget, total equipment cost (total and monthly amortized cost), all taxes (payroll, federal, state, local, comp & unemployment), operating costs, overhead, and profit. The Job Start shall also have all billing information, P.O. information and client AP contact information.

Once completed all new/revised Job Starts are to be sent to: administrative assistant (for filing), finance, and operations.

5.1.4 Work Plan – each job site shall have installed at the site:

5.1.4.1 Job Descriptions: GDI's general job descriptions should be revised with a site specific version to accommodate special site specific conditions if they exist.

5.1.4.2 Work Instructions: general work instructions / standard operating procedures (SOPs) shall be located at the work site and employee's trained to the GDI documented way of procedural cleaning. GDI video training shall also be accessible and utilized at all sites where applicable.

5.1.5 Emergency & Contingency Planning

5.1.5.1 FMEA (Failure Mode Effect Analysis) or similar document shall be created to plan for possible service delivery failure (in part or whole) with general plans on how to service the account in such situation. Focus shall be (in order): rest rooms, trash, eating areas, entry-common areas then offices and general cleaning last.

5.1.5.2 The Service Delivery Plan shall have contact information list and presented to the client as to who, within GDI, to call for emergency response and disaster recovery needs.

5.1.5.3 Prior to job start, a complete plan of client communication and special request systems shall be implemented using GDI's system, the client's, or a mixture does not matter.

5.2 Purchasing

5.2.1 Approved Suppliers – each GDI operating unit / region shall maintain an approved supplier list. Suppliers (labor, services, and materials) shall be properly vetted in a documented program that gathers: safety data for vendors supplying labor / labor based services (EMR, TRIR, DART), proof of insurance listing GDI as a secondary insurer, any quality certifications, 3 financial references, and should demonstrate ability to provide services required at a competitive price.

5.2.2 Annually Purchasing shall complete a 'desk audit' of all supplies to verify insurance and other relevant data sensitive information remains valid and coordinate with Operations (end GDI user of vendor's services) remains satisfied with vendor's performance. Any issues shall automatically place a vendor in a suspended status where no new work is issued until the problems are resolved, validated fixed. Failure to achieve this shall place

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the vendor in a removal / no work (current or new) status. Once a removal status is initiated the vendor shall be forbidden to work for GDI (including subsidiaries and other holdings) for a period of no less than 1 year.

5.2.3 Equipment evaluation – Purchasing shall, working with feedback from Operations, determine the satisfaction of specific types of equipment and supplies, the performance of the same and understand any concerns that are being experienced in the field.

5.2.4 Purchasing shall strive to standardize chemicals and equipment and, whenever possible, secure such items that are energy and environmentally sound (reduced carbon footprint).

5.2.5 Capital equipment shall be tracked by job site. Equipment that is removed, transferred, or discarded shall be accounted for (removed from site logs and placed (if moved/transferred) on new location logs).

5.3 Service Plan Reporting

5.3.1 Operations shall be made aware of labor and material (supplies and equipment) budgets no less than monthly. Operations shall analyze said budget reports and operate accordingly to the findings.

5.4 Site Capital Asset Preventative Maintenance

5.4.1 All capital equipment shall be inventoried and documented in GDI's MSS system or at least on file. This inventory should be updated no less than once annually.

5.4.2 Preventative maintenance schedule for all capital equipment shall be established with monthly check off sheets to verify that PMs are being followed and by whom.

5.4.3 Records from PMs shall be maintained at job site office or regional operational office in the event of no site office.

5.4.4 All equipment, and supplies that do not conform to GDI standards, shall be removed designated product non-conforming area as posted. NO other items shall be placed in non-conforming area other than those to be removed from the site by GDI vendors for disposition and/or repair.

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Human Resources 6.0

6 GDI's Human Resource Commitment – Policy

The Human Resources Department (HR) is committed to providing high quality service to all internal and external customers (applicants, candidates, current employees, past employees and GDI customers) and to treating such individuals with respect, good care, and individual attention from their first inquiries about position vacancies, services and programs, through retirement. HR will contribute to the company's durability and profitability by supporting the vision, goals and challenges of GDI Services Inc., controlling costs and helping to retain, support and develop our most valuable asset, our diverse workforce.

We will achieve this by developing, utilizing and continuously improving a comprehensive human resource program, which covers: recruitment, hiring, risk management, employee relations and employee development. Our services our focused on promoting a work environment characterized by fair treatment of employees, open communications, personal empowerment, accountability, trust and mutual respect. We provide leadership and guidance in the development, implementation, and equitable administration of policies fostering a positive work environment. We seek and provide solutions to workplace issues that support the principles of GDI and its customers. We value and promote honesty, integrity, professionalism, confidentiality, accuracy, accessibility and teamwork.

We are committed to continuous improvement of our operations and the services that we provide. To achieve our goals, we recognize that the quality and content of our services is determined by our customer's needs and changing expectations. It is our policy to continuously watch and identify the changing needs and expectations of our customers; achieve efficiency in our operations, attention to detail and responsiveness to our customer priorities; provide quality service on time, and; provide an environment where continuous improvement is encouraged and rewarded.

6.1 Policy

6.1.1 GDI has established an Employment Policies and Procedures manual (Revised September 2017) as the general guide for all GDI operations to follow.

6.1.2 The Policies and Procedures Manual shall be maintained and updated by GDI H.R. and communicated to the company via distribution to regional leadership who in turn are responsible for mass distribution without exception.

6.1.3 Full compliance with these policies by all GDI leadership and employees is required. No deviations are permitted without executive support and H.R. notification.

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6.2 Hiring

Recruitment – GDI Services Inc. is committed to employ, in its best judgment, suitable candidates for approved positions while engaging in recruitment and selection processes that are in fair and equitable and compliance with all applicable employment laws. It is the policy of GDI to provide equal employment opportunity to all applicants and employees. The policy is based on the following underlying principles:

6.2.1 Employment Requisition form will be completed for every vacancy – this will include all pertinent information including authorization from the proper department heads.

6.2.2 A job description will be prepared, if one doesn't already exist including the duties and responsibilities

6.2.3 A job advertisement will be prepared, based on the job description and including the job detail such as working hours, work location and job requirements in regards to required experience or professional competence.

6.2.4 Open positions will be posted on career sites to solicit resumes and employment applications

6.2.5 Other advertising sources may be used as needed: flyers, radio ads, newspapers, etc.

6.2.6 Resumes and applications will be preliminarily reviewed to screen out those who lack the desired level of skills and competencies for the job.

6.2.7 Telephone interviews may be conducted to further screen candidates prior to in person or video interview.

6.2.8 An in-depth assessment will be conducted of all candidates chosen through interviews, skills tests and verification of stated employment records and qualifications, to select candidates with the highest potential for job success.

6.2.9 Applicants chosen as a candidate for interview, will be informed on the application procedure and the details of the vacant position.

6.2.10 All applications/resumes received in response to our ads will be held for one year and then destroyed in a manner which will protect our applicant's privacy.

6.3 Selection and Position Placement

With the many laws, regulations, and ethics surrounding the practice of hiring persons, the following principles shall be followed in the process of selecting and placing candidates for any GDI position:

6.3.1 The recruiting professional will ask questions which are relevant to the position and/or job performance and will refrain from asking any questions which would be considered a violation of employment law.

6.3.2 The applicant will be chosen on the basis of suitability with respect to the position.

6.3.3 The applicant will provide the company with true information it needs to form an accurate picture of the applicant's suitability for the vacant

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position and will not withhold information which may be important to the fulfillment of the vacancy.

6.3.4 GDI will obtain permission from the candidate before contacting third parties and/or other sources about the applicant. The intended information must be related to the position to be filled and may not disproportionably infringe upon the applicant's privacy

6.3.5 GDI will provide the applicant with a reasonable amount of information that the applicant needs in order to be able to form as complete a picture as possible of the job vacancy and of the company.

6.3.6 The information provided by the applicant will be treated confidentially and with due care; the applicant's privacy will be respected in all matters.

6.3.7 If an applicant submits a written complaint to the company, the company will thoroughly investigate

6.3.8 Should the company decide at any stage during the process that an applicant is not qualified to fill the position, the company will endeavor to notify the applicant verbally or in writing.

6.3.9 The application process is considered to be concluded if the position has been filled or if the company has decided that the position should be withdrawn.

6.4 Employment Retention

6.4.1 The HR team will measure and monitor turnover and communicate the metrics to the management team, so that adjustments can be made and processed and procedures can be assessed to ensure improvement.

6.4.2 The HR team will strive to conduct exit interviews with all willing persons to best understand reasons for exiting the company thus allowing for preventative measures whenever possible.

6.4.3 Management and leadership (operational and sales) shall make themselves aware, and react to, such metrics. They shall work with HR and work to build into staffing (active and proposed through the sales process) needed wages and benefits that reflect the realities and needs being reported by HR.

6.5 Site-Specific Orientation

Operational management shall address all specific unique aspects of each jobsite and shall provide training and awareness of such aspects to all staff working at said site. Such training shall be treated no differently than any other training at GDI in that it shall follow all training and documentation protocols.

6.6 Executive Development

6.6.1 Attendance at trade shows is encouraged and, in most cases, paid for by GDI.

6.6.2 Attendance / participation in seminars, college and university courses and industry specific training (ISSA, IEHA, IFMA, BOMA, AID,

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NASP) is encouraged and, in most cases, paid for by GDI, if prior approval is obtained. The management team is required to submit certificates of completion and/or attendance to such classes.

6.6.3 The leadership team shall be exposed to internal training in safety, HR, OSHA, ISO / CIMS and conform their work around such programs, policies and regulations.

6.7 Management Training

6.7.1 Leadership in a rapidly changing environment requires a diverse and evolving skill set. GDI's leadership team is encouraged to continually acquire new skills and hone existing skills to grow the business and enhance our impact

6.7.2 Attendance at trade shows is encouraged and, in most cases, paid for by GDI.

6.7.3 Attendance / participation in seminars, college and university courses and industry specific training (ISSA, IEHA, IFMA, BOMA, AID, NASP) is encouraged and, in most cases, paid for by GDI, if prior approval is obtained. The management team is required to submit certificates of completion and/or attendance to such classes

6.8 Employee Training

6.8.1 GDI shall develop and implement in a uniform manner training that is commensurate with the duties and expectations of each employee's function(s) at the company.

6.8.2 Employee training shall include base GDI safety training along with all GDI and regulatory reviews without exception.

6.8.3 Employees shall be trained on customer service and unique aspects of site service delivery through on-the-job training and any other means necessary to effectively communicate and deliver the tools our employees need to succeed.

6.9 Training Language / Format

Due to the diversity of our workforce it is difficult to offer all training in each of the languages spoken by our diverse staff; with fairness and equity in mind, training shall be offered in a format and/or language that is easily understood by the trainee, whenever possible. All documents will be available in English and some will be offered in Spanish (our second most prevalent language). We will do whatever necessary to help all employees to thoroughly understand the training materials.

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6.10 Security

6.10.1 Facility - Each Facility is different and comes with its own requirements for security. Site-specific Orientation (3.3) will cover security to ensure that employees are aware of security threats and concerns, their responsibilities and liabilities and are equipped to support organizational security policy in the course of their normal work.

6.10.2 Employee personal information – all employee personal information will be kept in a locked and secured area at all times; access will be limited to authorized HR personnel only. Employee medical records – will be kept in a separate file so that only HR authorized personnel have access.

6.10.3 Payroll data – all employees with access to the payroll system will be assigned a security level which will determine their level of access.

6.10.4 Employee Security – all hourly employees are required to clock-in and out of the building in which they are working so that, in case of emergency, their presence in a building can be confirmed.

6.10.5 Corporate Security – GDI shall maintain a locked and controlled access to all properties in its control without exception. Such controls shall include, at a minimum, the following measures/policies:

6.10.5.1 Locked doors with assigned access. Key access should be limited and pin codes should be avoided – prox cards preferred.

6.10.5.2 Staff IDs [with company logo, name and photo] to be worn by all personnel at GDI offices at all times. Visitor IDs, badges, or stickers should be incorporated into this policy.

6.10.5.3 Visitor logbook and assigned escort for all non-site/office assigned staff shall be followed.

6.10.5.4 A uniform emergency response process shall be maintained and followed at all properties / offices as laid out in Safety Policy SP-08.

6.11 Timekeeping & Payroll

6.11.1 ADP is the current payroll system used for GDI Services Inc. – all hourly payroll is processed at the division level and the Payroll Manager reviews and approves; all salaried employee payroll is processed by the Payroll Manager and the VP HR US approves.

6.11.2 Payroll will be processed weekly, bi-weekly or semi-monthly (salary) depending on the location, union agreement, or other requirements.

6.11.3 Epay/Blueforce is the current timekeeping system used for GDI Services Inc.– all hourly employees must clock-in using the device available at their worksite (phone, biometric scan, etc.).

6.11.4 Operations is responsible for managing, reviewing and approving all employee activity/hours to confirm all hours to be paid.

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6.11.5 Once the hours are approved by Operations, Payroll will download the hours/information from Epay and upload into ADP for processing

6.12 Risk Management

HR is committed to limiting company and employee risk and associated costs, through its practices.

6.12.1 HR will diligently work to fill open roles the moment the employment requisition is submitted.

6.12.2 HR will properly evaluate each candidate's knowledge, skills and abilities to fill an open position therefore limiting turnover and reducing associated costs.

6.12.3 The background screening process, as is determined on a jobsite basis, will be conducted to ensure all employees and customer employees are kept safe and to limit the potential for theft, fraud or misuse of facilities; this process will be carried out in accordance with relevant laws, regulations and ethics, and proportional to the business requirements, the classification of the information to be assessed and the perceived risks;

6.12.4 In order to ensure all candidates are treated fairly and equitably, HR will conduct an individualized assessment of a candidate's background screening results and will consider:

- The nature and gravity of the offense or offenses
- The nature of the offense or offenses in comparison to the environment of the position
- The time that has passes since the conviction or completion of sentence
- The nature of the job held or sought

6.12.5 HR will effectively communicate all pertinent policies and procedures and ensure employee receipt and understanding

- By providing each employee with a copy of our Employee Guidelines Manual
- By documenting this through a signed acknowledgement form which is kept in the employee file
- By reinforcing certain key policies and procedures through an individual sign off provided/obtained in the hiring documentation process.

6.12.6 HR will always work to uphold the GDI code of ethics

- By developing and enforcing policies which support our Code of Ethics
- By immediately investigating any claim which violates our Code of Ethics (discrimination, harassment, disrespect towards coworkers, customers, environment, society, the company and its interests, the law, business standards, corporate policies and procedures)

6.12.7 HR will always protect our employees from discrimination and/or harassment as well as control the risk associated with discrimination claims.

- By being available for all employees to contact for help, support or any questions.
- By effectively communicating our policy to all.

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- By enforcing our zero-tolerance policy with regards to discrimination and harassment.
- By training and coaching employees and the management team on the laws and company policies.
- By immediately investigating any comments or claims with regards to discrimination and harassment.
- By supporting and encouraging a progressive approach to discipline, whenever possible, to ensure the company's expectations are being clearly communicated and the employee is given every opportunity to meet expectations.
- By ensuring thorough documentation is prepared and maintained on every employee complaint or discipline event at the time it happens.
- By tracking and managing any and all complaints of discrimination and harassment
- By thoroughly documenting the reasons behind every employee termination.
- By responding to all complaints of discrimination or harassment, thoroughly and timely.

6.12.8 HR will manage all unemployment claims to control costs

- By ensuring terminations (voluntary and involuntary) are processed timely
- By ensuring all involuntary termination recommendations are reviewed for fairness and compliance with the law.
- By ensuring all terminations are properly documented.
- By ensuring all unemployment claims are responded to on-time.

6.12.9 HR will manage all Workers Compensation claims to protect the employees and control costs

- By ensuring that all employees who experience an injury, accident or illness at work are immediately provided medical assistance and are provided all necessary support while they are recuperating.
- By ensuring all accidents and injuries are investigated and documented in a thorough and timely fashion.
- By ensuring all recordable accidents and injuries are promptly reported to the insurance company.
- By ensuring all pertinent information, including suspicion of fraudulent claims is communicated to the insurance company.
- By monitoring the claim status and recommending more aggressive investigation as necessary (surveillance).
- By ensuring our return to work program is enforced whenever possible.

6.12.10 HR will ensure all employees working in environments where they may be exposed will be protected and that the company's interests will also be protected.

- By offering testing and vaccines, paid for by the company, to protect their health.

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- By having employees sign a waiver if they refuse the available vaccines or testing.

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Health, Safety, & Environment 7.0

7.0 GDI shall maintain cleaning and maintenance services that are safe to our employees, users of the facilities we service, and the environment.

7.1 Regulatory Compliance

7.1.1 All GDI employees shall comply with all pertinent provisions of federal OSHA Hazard Communication Standards (HazCom) and all state requirements whichever is the more stringent. Key provisions that all divisions and departments shall comply with include, but are in no part limited to,

7.1.1.1 All GDI employees shall comply with the U.S. Hazard Communication Policy/program [SP-05] and be aware of revisions and updates.

7.1.1.2 The HazCom Policy [SP-05] shall be posted publically at every GDI office and job site and copies made available to any employee upon request.

7.1.1.3 Safety Data Sheets (SDS) shall be readily available for all chemical products at a site. Each SDS shall be fully up-to-date and match the exact formulation of the corresponding chemical product.

SDS books at work sites shall contain all chemicals located on the site and all chemicals that may, in the course of service delivery, enter the job site for any period of time. Safety Data Sheets for chemicals not utilized on site that do not meet the above criteria shall not be placed in site SDS books / manuals.

7.1.1.4 Access to SDS books/manuals shall be available to any employee on any shift without exception. At least one primary SDS book may not be locked in offices, cages, or other areas where any employee has limited access.

The locations of the primary SDS book shall be clearly marked to easily identify its location. Any areas where chemicals are stored that does not have an SDS book shall post a completed SDS Location Sign [F700-0021]. Every work site shall have at least ONE [1] SDS book per structure / building.

7.1.1.5 SDS documentation may be made available via an electronic means but a physical paper copy MUST remain on site with full accessibility (per §7.1.1.4 above) in the event of power or computer failure. There may never, even for a brief period of time, be a laps in accessibility to SDS documents.

In the event of a digital SDS system, clear signage as to where hard copies may be found in the event of system failure, or any other access denial, shall be posted at said digital system.

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7.1.1.6 Employees shall be trained on HazCom upon hire and annually as dictated by GDI Safety. Training shall be documented per GDI's training documentation policies.

7.1.1.7 Chemicals shall be mixed with cold water (unless manufacture instructions specifically indicate otherwise) and during mixing process (manual or mechanical mixing system) the GDI employee must wear eye goggles (not safety glasses) and any other PPE called for in the interaction of said chemical (see specific SDS for such information).

7.1.2 Chemicals shall be stored in secure, clean and environmental appropriate locations to the specifications of the chemical.

7.1.2.1 Corrosives, flammables, and combustibles shall be segregated and controlled. Storage shall follow all OSHA, EPA and NFPA standards and regulations.

7.1.2.2 For chemicals over 1 gallon in storage volume, a spill containment system shall be at the location. Drums shall only be stored on top of spill containment platforms.

7.1.2.3 Chemicals may never be disposed of on the ground, roads or parking lots, outside storm drains or any other drain not connected to the facility waste drainage system (sewer).

7.1.2.4 Liquid chemicals shall be stored on shelfs below 4 feet 6 inches and should, when at all possible, be stored on the lowest shelf to the floor. No liquid chemical should ever be stored where it is above the head / face of the employee.

7.1.3 Every job site shall conduct a site hazard assessment [SP-07] to determine non-abatable hazards (including chemical) and determine the proper Personal Protective Equipment (PPE) needed when interacting with said hazard / chemical.

The SP-07 assessment shall be posted in a visible location along with the HazCom policy [SP-05]. The assessment shall be re-conducted any time there is a change in service (increase or decrease) provided.

7.1.4 Any cleanup of spills of a bodily fluid nature the employee must assume the fluid is infectious and treated as such per GDI's Bloodborne Pathogen Policy [SP-11].

7.1.4.1 Employees must be trained and authorized to conduct a BBP spill and must follow all procedures as found in §4.3 of SP-11.

7.1.4.2 If the job site has serviceable areas where potentially infectious materials may exist, such as a site clinic, employees shall be offered Hepatitis B vaccination per §5.0 of SP-11. Employees may sign off on such vaccination but may change their mind at a later point in time.

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7.2 GDI Environmental Policy

7.2.1 GDI has establish an environmental policy [F800-0005] to reduce the exposure to our customers (building occupants) and GDI Facility Services personnel to potentially hazardous chemicals, biological and particulate contaminants that would have negative effect on human health, the environment, and customer property.

7.2.2 GDI's environmental policy shall be fully complied with throughout the company, posted and made available to employees and clients alike.

7.2.3 GDI's policy [F800-0005] shall supplement a client's policy when more stringent or be subordinate to said client's policy when such policy expands beyond GDI's. GDI shall always comply with client's policies and edicts.

7.2.4 Sub-contractors working on behalf of GDI shall have their own environmental policy equal to, or greater than, GDI's. In the event such a policy does not exist, or does in a lesser manner, the sub-contractor shall fully comply with GDI's policy.

7.3 GDI Safety Policy

7.3.1 GDI's corporate safety policy [SP-02] shall be fully installed and followed exactly throughout the company: all offices, GDI owned/controlled facilities, and all work site locations.

7.3.2 Employees shall be trained on SP-02 upon hire and annually as dictated by GDI Safety. Training shall be documented per GDI's training documentation policies.

7.3.3 Employees should be specifically notified and trained (via SP-02 and periodic safety reviews) that all injuries shall be reported immediately to an employee's immediate supervisor and operational management must report immediately via a completed incident report to GDI Safety & HR.

Initial incident reporting may not have all the facts and information. First reports should contain as much information as possible and additional information, reports, statements, and other documentation may be added as it comes available.

7.3.4 All incidents (human), auto incidents / property damage, and near misses shall be reported into GDI's Safety Reporting System (SRS) via the app or internet website. GDI Safety and HR shall monitor the SRS for incident trends and for reporting purposes. GDI Safety and HR shall further keep all documentation, records and investigated information on all incidents well documented within the system. If paper copies are desired (not advised) they must be secured as applicable to all local, state, and federal law – including HIPAA. Such paper copies are subordinate to electronic and should never exist without an electronic counterpart within the SRS.

7.3.5 GDI Safety shall maintain the SRS and keep multi-directional channels open to HR and OPS for input on issues to correct as well as continuous

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improvement opportunities. Major system changes shall be communicated, as best possible, with HR and OPS for their review and opinions before project's initiation.

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Management 8.0

8. GDI management, both executive and regional, shall promote the full deliverance of the GDI C.O.R.E. policy throughout the company to all employees and clients. Appropriate resources shall be allocated, and released, to effectively achieve the tenants of this policy. Further, management shall make every effort to ensure that deviations to this policy are not tolerated and work to ensure the accurate execution of the policy within the company or region.

   Management shall recognize that leadership is top-down and its attitude and public support of the GDI C.O.R.E. policy is integral to the successful buy-in of all employees under it and the successful execution and on-going delivery of the same.

8.1. GDI's Mission & Values

8.1.1. Our Mission

GDI Integrated Facility Services is your one-call destination for expert facility maintenance across Canada and the United States, including cleaning, energy management, and multi-trade technical services. When you partner with GDI, we work behind the scenes to solve any problems that might exist, perfect your facility's reputation, and ensure ongoing customer satisfaction.

8.1.2. What is the GDI Difference?

Our client-first philosophy means we are committed to your satisfaction, we customize our services to fit your needs, and you will enjoy clean, healthy, and welcoming work and leisure environments every day.

- One provider and one solution for all of your facility services
- Decades of unrivalled experience that can be used to your benefit
- Thousands of dedicated team members across North America
- Transparent reporting for accountability and quality assurance
- Diversified customer base with long-standing relationships
- Ability to service national and multi-regional property portfolios
- 12-time winner of Canada's Best Managed Companies program

8.1.3. Innovation

Our innovative team invests in the market's best technology to create transparent, convenient reporting and quality assurance for our clients.

- Our proprietary GDCalc software calculates the time needed to complete any cleaning task in a specific space, ensuring that we perform our work as efficiently as possible.
- Based on APPA and LEED standards, our proprietary GDI Inspect quality inspection and reporting software evaluates the cleanliness of buildings and facilities, then sends electronic reports directly to end users.

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We are ISO 9001:2015 Quality Management Systems certified and CIMS 1101:2006 GB – with honors (and a Charter member to the CIMS standard).

8.1.4. Safety First

We can only achieve success if the work is performed without causing injury.

- Our commitment to an injury-free workplace starts with our project orientation package and is engrained through on-the-job safety training.
- Our corporate philosophy defines health and safety as a core requirement within all of our standards, procedures, and policies.
- We apply a mandated national health and safety audit tool that sets performance standards by encompassing legal, corporate, and other standards as a benchmark for compliance.

8.2. **Planning**

8.2.1. Planning

Management shall perform short and long term planning through internal processes such as budgeting and S.W.O.T. analysis to set realistic goals that can be achieved and avoid grandiose goals that, although sound great and have value, are not realistic in either their timeliness or budgetary realities. This planning shall take a quarterly, annually and multi-year approach.

8.2.2. Business succession

Management shall cooperate with the corporate taskforce on disaster recovery to properly plan for, and build, contingencies to provide continued operational abilities in a variety of events (from disaster to events such as loss of personnel) that can directly affect corporate operations.

Management shall continue to monitor the succession plan and send recommendations to the taskforce when new data and/or changes in local organization occur that could/would have an effect previously not accounted for in the recovery plan.

8.2.3. Training

There are different levels of training and different needs based on a GDI employee's position and duties within the company. The training plan laid out within this policy is a base minimum that shall be achieved without exception but additional training is always encouraged and welcomed.

8.2.3.1. New Hire (all employees)

Employees entering into GDI for the first time (or a rehire with 3+ months since previous employment) shall have the following training at time of hire:

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- Employee handbook
- Corporate safety policy [SP-02]
- Hazard communication & SDS [SP-05]
- Bloodborne pathogen [SP-11]
- Slip, trip, and fall awareness

All safety training shall also require comprehension examinations that are to be saved in the employee's HR file.

8.2.3.2. Legal Reoccurring

Annually, as set by GDI's Safety Department, all employees shall be re-trained on GDI's corporate safety policy, hazard communication and Bloodborne pathogen along with a comprehension test as issued by GDI Safety. This training shall be given to all employees regardless to a recent training on the same, or similar, topic. Completed tests shall be placed in the employee's file.

8.2.3.3. Advancement Training

GDI management shall follow the GDI training advancement program as laid out in document F300.0084. This training advancement program lays out the base minimum that must be followed but additional training may be added based on local management authorization.

GDI managers shall strive to look for employee potential and actively offer training and advancement opportunities to all employees regardless if their advancement could be viewed as 'disruptive' to the operations of the account said employee is assigned – an employee's success should never be cause for their being held back for enhancement and/or advancement.

8.2.3.4. Management Training Program

GDI shall establish the standardized management training program regionally to properly train new managers, or current employees being 'groomed' for management/leadership, within the company.

Program Duration: monthly class work from 4-8 hours
Instructors: internal / external experts on topic instructed
Course work: pre-determined – no deviations
Class Offerings:

Human Resources & employee relations
Safety
Special services work (ie: floor & carpet care)
Base operational work (general cleaning)
Payroll & timekeeping
Quality (Inspections, audits and standards)
Equipment & purchasing
Marketing, sales & job budgeting

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Environmental concerns & ISSA certification

Each program topic shall include instructor led classroom work, documents and supporting written items, dialog and student participation (role-play) exercises, demonstrations and hands-on work when applicable, and end of course topic examinations.

Upon completion the employee shall be issued a farmable diploma, small financial bonus, and graduation dinner with local senior GDI executive(s) and the employee's plus one.

8.2.3.5. Documentation
All training (safety, quality or other) shall be documented both physically and electronically.

Physical documentation shall consist of employee 'sign-offs' on GDI's training document form F300.0025. This document to topical by nature and not by employee. Records shall be maintained at the job site office, or next available regional office is site office is not applicable or logical.

Electronic documentation shall be inputted into GDI's Training Matrix – its web-based training documentation system. Issued certificates should be scanned and saved to the employee's e-record and all training shall be inputted and maintained – kept up to date.

Records shall be maintained for the active year and 2 previous years. Records later shall be destroyed by a certified shredding service.

8.3. Organization Structure

8.3.1. An organization char shall be maintained showing the base positions and authority structure. This shall be maintained within GDI's document control system and approved for release by senior management

8.3.2. Job Descriptions shall be developed for all job functions. Base job descriptions shall be general in nature and able to describe base functions across the company. Site specific job descriptions can be made (enhancement of the base) and also controlled within GDI's document control system.

8.4. Communication

8.4.1. Management Communication

8.4.1.1. Regional management teams shall meet weekly to review activity and allow for all departments to update the

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management team of their activity and take questions from others for clarification and unification of all efforts.

8.4.1.2. National management team shall meet twice monthly to update the national management team of each region's issues and further promote unification of all efforts and corporate goals. Meetings shall be conducted via video conferencing.

8.4.1.3. Senior Management shall meet at least 10 times monthly in person or via video conferencing. Sr. Mgt. Meetings shall allow all departments to report activity, review successes and challenges and participate in setting policy, agendas and goals for the coming month, quarter and beyond.

8.4.2. Client Communication

8.4.2.1. On-going

GDI site managers, regional managers, and account executives shall maintain verbal and written (text, email, other) communications with our clients on an ongoing as needed basis. The client should always feel their needs and concerns are being heard and acted upon.

Local management shall determine lines of communication with the client and make all efforts to monitor successful execution of the communication plan.

8.4.2.2. Periodic

Quality Service Reviews (QSRs) shall be conducted no more than quarterly and no less than annually. Management shall follow the procedure in section 4.5.2 as set forth in this policy.

8.5. Legal Compliance

Management shall understand, and comply, with all local laws, regulations, and governmental policies. Management shall also comply with all OSHA and other Federal regulatory policies.

Potential conflicts with the above must immediately be discussed with senior management and, with senior management's determination, GDI Legal as well.

No intentional action on the part of any GDI employee that puts GDI in any legal, or compliance violation, risk is not acceptable and thus not authorized.

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EcoSmart Green Initiative 9.0

9. GDI is committed to reducing its carbon footprint at all work sites as well as in GDI controlled facilities, warehouses and offices. To that end, GDI has established the following core principles as part of our compliance with what we call our EcoSmart initiative.

   Using environmentally preferable products is one of EcoSmart's essential components.

   Environmentally Preferable: (There is no universally agreed upon definition for Green) as defined by Executive Order 13101: " …products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service."

   Whenever possible, we use products that have earned Green Seal certification (or similar). Green Seal is an independent not-for-profit organization whose product evaluations are credible, objective, and based on science. In short, Green Seal provides unbiased information whose only purpose is to inform the purchaser of environmentally responsible products and services. If a Green Seal product is not available or effective, we look for environmentally preferred products that may include certification by EPA or carry the Environmental Choice Seal. The selected product may not contain carcinogens and other hazardous chemical compounds (Hazardous Cleaning Chemicals Glossary, US Department of Health and Human Service Report on Carcinogens, Diedre Imus Environmental Center for Pediatric Oncology "Greening the Cleaning" Program, and Green Seal Report on Industrial and Institutional Cleaners) or contain the least amount of these hazardous compounds.

   If a green product does not exist in a given product category, then the product used should be minimized or eliminated. Evaluation of future developed product options should continue in the identified category.

9.1. Sustainable Products

9.1.1. Trash Can Liners should be selected that are manufactured from 100% regrind Low Density Polyethylene (LDPE) and have at least 60% post-consumer recycled plastic. High Density Polyethylene (HDPE) still cannot be effectively recycled. HDPE liners use less plastic because it is stronger than LDPE, so it may be preferable to use HDPE bag for certain applications, and thus generate less overall plastic waste. HDPE recycling efforts will continue to be monitored. If LDPE is not sufficient, then use bags that at least have some recycled content but still perform adequately, or minimize bag use. For example, alter office trash collection procedures by emptying the trash out of the liner into the collection

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container instead of throwing away liners each day. Only remove soiled liners.

9.1.2. Paper Towels and Napkins: Paper products should be selected based on recycled content (particularly postconsumer recycled content), whitening process (if applicable), packaging and dispensing options. For greater detail, refer to the Green Seal March 2004 Report on Bathroom Tissue and Paper Towels and the Green Seal Standard for Paper Towels and Paper Napkins (GS-09).

Product characteristics such as forestry practices and appropriate certifications, whitening and/or bleaching processes, recycled content, post-consumer waste recycled content, post-industrial and pre-consumer waste recycled content, generated packaging waste and controlled-use dispensing efficiency should be considered. The selected product should meet EPA, USGBC and Green Seal guidelines, and should be minimally Elemental Chlorine Free (ECF) and preferably Process Chorine Free (PCF).
Paper towels and napkins - 100% recovered materials and at least 40% post-consumer material by weight.

9.1.2.1. Paper towels and napkins - 100% recovered materials and at least 40% post-consumer material by weight.
9.1.2.2. Products shall not be de-inked using any solvents containing chlorine, benzene.
9.1.2.3. The core of a roll of paper towels must be manufactured from 100% recovered fiber.
9.1.2.4. Limited printing on napkins / towels
9.1.2.5. Wrapper / Packaging 100% recycled material

9.1.3. Toilet Tissue
9.1.3.1. 100% recovered materials, including 20% post-consumer materials
9.1.3.2. 40 Sq. Ft. / 300 sheets 4.5-4.4 sheets
9.1.3.3. No de-inking using chlorine solvents
9.1.3.4. No bleaching with chlorine
9.1.3.5. Core / packaging 100% recovered fiber
9.1.3.6. Wrapper 100% recycled material

9.1.4. Facial Tissue
9.1.4.1. 100% recovered materials, including 10% consumer material
9.1.4.2. 70 sq. ft. of product / 175 sheets 8x8 inch sheets
9.1.4.3. No de-inking using chlorine solvents
9.1.4.4. No bleaching with chlorine

9.1.5. Industrial and Institutional Cleaning Products
9.1.5.1. Undiluted product shall not be toxic to humans
9.1.5.2. Shall not contain carcinogens & reproductive toxins
9.1.5.3. Non-combustible (if un-avoidable must be segregated in proper OSHA regulated storage containers).
9.1.5.4. VOC content shall not exceed 1% for GP cleaners

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9.1.5.5. VOC content shall not exceed 3% for restroom cleaners
9.1.5.6. Non-toxic to aquatic life
9.1.5.7. Ingredients are biodegradable
9.1.5.8. Packaging – recyclable / returnable
9.1.5.9. Product must be a concentrate
9.1.5.10. Fragrances must be identified via SDS
9.1.5.11. Any selected cleaning products will have adequate dilution control systems, preferably a closed, unalterable proportioning system with required backflow and cross-connection protection. However, any dilution control/proportioning system is preferable to manual dilution. There are several new and intriguing systems that dilute through the trigger sprayer itself. This may be a better option when building plumbing systems are susceptible to cross-connection.

9.2. Green Cleaning – Low Environmental Impact Cleaning Policy

9.2.1. Overview: Floor sealers, finishes, strippers and maintainers generally need to be used as a complete system for maximum effectiveness. As these products can be some of the most hazardous products used in cleaning operations, and because Green Seal recommended product options are few (Green Seal Environmental Standard for Floor Care Products, GS-40; Green Seal Report on Floor Care Products), the following options will guide the Matrix Green Cleaning Program in hard surface floor care.

When possible, do not seal or finish floors (i.e. natural stone floors, concrete, etc.). Unfinished floors do not require stripping and reapplication of sealer or finish, eliminate the need for costly maintenance procedures, and are typically more

9.2.2. Resilient Floor Care: If finish is required (I.e. floor type, floor protection, appearance), then a Green Seal recommended system should be used.
9.2.2.1. Systems should be developed, when possible, to extend the life of the finish to a 12 month cycle between full strip and finish to minimize waste water discharges.
9.2.2.2. Finished should be metal-free and zinc free.
9.2.2.3. If such systems are not allowed at a site, or not sustainable, then a non-green certified product that approximates, as closely as possible, the Green Certified product shall be used.

9.2.3. Hand Soaps
9.2.3.1. A Green Seal recommended hand soap is preferred. However, few Green Seal recommended hand soaps utilize cartridge dispensing systems. Hand soaps should be selected based on hazard- free chemical content, and on dispensing system type and packaging that minimize waste. Vegetable oil based products which contain no added antimicrobial agent, except as a preservative in the

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product, unless required by health codes or other requirements (i.e. in healthcare situations (not all), day care, and food service). Foaming hand soaps are also preferable as packaging waste is minimized.

9.3. Entry Matting Systems

Interior / Exterior – Entrance matting systems will be reviewed to ensure maximum soil containment. Less soil entering the building will require less cleaning. The purchase of matting products made from environmentally preferable materials (i.e. rubber) and recycled materials, matting that can be recycled, and matting manufactured in an environmentally-friendly manner is recommended

9.4. Low Impact Pest Control Program

9.4.1. Adopt low impact environmental policy
9.4.2. Avoid exposure to building occupants w/in 72 hour post application
9.4.3. Eliminate 'safe havens'
9.4.4. Control food sources
9.4.5. Eliminated clutter and pest promotion areas / practices
9.4.6. Reduce moisture levels
9.4.7. Clean trash containers
9.4.8. Employ non-chemical methods – bait / traps
9.4.9. Use low toxicity pesticides
9.4.10. Use non-transferable baits

9.5. Exterior Site Maintenance

9.5.1. Establish low impact site plan
9.5.2. Use ice melt before precipitation
9.5.3. Use potassium and magnesium chloride for deicing – avoid calcium or sodium chlorides ice melts
9.5.4. Use a spreader for ice melt compounds
9.5.5. Use approved chemicals for exterior cleaning and safe disposal
9.5.6. Never dump any liquid / chemical into outside drains or storm drains

9.6. Low Impact Cleaning Equipment

9.6.1. Vacuums

All vacuums will meet or exceed Carpet and Rug Institute (CRI) requirements for efficiency (CRI Green Label Testing). HEPA or high-filtration systems will be required to adequately contain particulate matter and maintain indoor air quality at recommended levels. The vacuums that we use are certified by the Carpet & Rug Institute's (CRI) Green Label Program. The Carpet and Rug Institute has developed an indoor air quality vacuum testing program as a way for building owners to ensure that the vacuums used in their facilities meet important performance criteria. Units are tested following a procedure developed

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by industry manufacturers and peer-reviewed by scientists with expertise in maintenance and indoor air quality. Vacuum cleaners earn the Green Label designation after passing the CRI test criteria for soil removal, dust containment, and carpet appearance retention.

9.6.2. Floor Machines
Floor machines (i.e. buffers and burnishers) have active vacuum attachments to capture the fine particles.

9.6.3. Wipers & Dusters
Operations should begin to achieve 100% microfiber technology.

9.6.4. Paper Prohibitions

9.6.4.1. Paper will no longer be used as a cleaning tool. Instead, re-useable, launderable, microfiber cloths will be used to reduce paper waste. Chemically Treated Dust Cloths should not be used. Untreated microfiber cloths are to be used as replacements

9.6.4.2. When possible and effective, microfiber cloths and mops will replace other disposable cleaning tools (i.e. sponges, scrub pads, cloth rags, cloth mops, dusters) with shorter life cycles to minimize waste. When possible, microfiber cloths will be used without chemical cleaning agents to minimize chemical use. Microfiber dry mops or reusable untreated dry mops will be used in place of chemically treated dry mops.

9.6.5. Automated Aerosol Deodorizers, Urinal Blocks & Treated Dust Cloths

9.6.5.1. Automatic aerosol deodorizers are not recommended due to their aerosol nature which contains high levels of VOCs.

9.6.5.2. Where required (such as automatic dispensing systems) then select a product that most closely meets Green Seal guidelines, has lower VOC emissions, and can be programmed to emit fragrance only as needed.

9.6.5.3. Urinal blocks are not recommended as many contain hazardous materials. Screens that hold the blocks may be used if necessary but a review of options and selection based on the best 'green option' should be deployed.

9.6.5.4. Waterless urinals utilized less water but need special maintenance (cleaning procedures and filters). Consult manufacturer's manual for proper procedures.

9.7. Occupant Recycling Programs

9.7.1. Source Reduction

9.7.1.1. Replace folded towels with roll towels

9.7.1.2. Use coreless toilet tissue

9.7.1.3. Use umbo roll toilet tissue

9.7.1.4. Recyclable packaging

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9.7.1.5. Monitor dumpster pulls and work to fill one at a time to work towards better efficiencies and possible unit reduction or extended service cycles.

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GDI Integrated Facility Services

24300 Southfield Road, Suite 300
Southfield, Michigan 48075

CITY OF NOVI
FINANCE DEPARTMENT – SECOND FLOOR
45175 TEN MILE RD
NOVI MI 48375-3024

4:16 pm
1.25.2024

JANITORIAL SERVICES RFP

CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024

SUBJECT: Consideration of Approval of Change Order No. 6 to LGC Global, Inc. for the Novi Road/13 Mile Road PCCP Water Main Repair project, in the amount of $309,717.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Replacement of an existing 30-inch water main butterfly valve and structure
- Temporary closure of the westbound leg of 13 Mile Road at South Lake Drive
- Two-week construction time in mid-December
- Short-term leak repair performed in July 2024

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	**$ 309,717.58**
BUDGET **Water & Sewer Fund** 592-536.00-976.224	 **$ 380,000.00**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**
The contract administration, crew days, and material testing services fees related to this Change Order can be found on the following page. Budget includes these costs and a contingency.	

BACKGROUND INFORMATION:

In 2019, staff inspected a portion of the City's 36-inch prestressed concrete cylinder pipe (PCCP) water transmission main using the Pipe Diver inspection tool. The Pipe Diver (a robotic data collection device inserted into the water main) identified and ranked structural deficiencies in four pipe segments. All identified segments were lined with Carbon Fiber Reinforced Polymer (CFRP) in March and April of this year.

With all the water main valve turning involved with the lining, staff noticed a significant leak with the existing 30-inch butterfly valve at the intersection of 13 Mile/South Lake Drive/Old Novi Road (see attached location map). Staff and the contractor, LGC Global, Inc., quickly developed a plan of attack. First, a thorough investigation of the valve. From that investigation, we were able to ascertain a temporary fix that would lessen the leak to a manageable amount. This temporary band-aid would get the City through the highest demand months (mainly due to irrigation) without the need to completely shut down this vital water supply.

In December, dealing with lower water demands, the contractor can more safely shut this water main down and perform a full replacement of the 30-inch butterfly valve and gatewell structure. Construction is expected to take approximately two weeks and will involve the closure of the westbound leg of 13 Mile Road at South Lake Drive (see attached Closure and Detour Map).

The contract administration and geotechnical engineering services related to this change order will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects.

AECOM		
Contract Administration	6.75% of the Change Order value ($309,717.58 x 0.0675)	$20,905.94
Crew Days	$800 daily inspection fee X 10 days	$8,000.00
G2 Consulting Group, Inc. (G2)		
Material testing services	2.0% of the Change Order value ($309,717.58 X 0.02)	$6,194.35

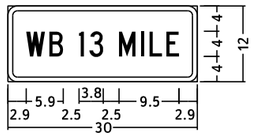
RECOMMENDED ACTION: Approval of Change Order No. 6 to LGC Global, Inc. for the Novi Road/13 Mile Road PCCP Water Main Repair project, in the amount of $309,717.58


SOUTH LAKE DRIVE
30-inch butterfly valve
13 MILE ROAD
WB 13 Mile Leg Closure Area
OLD NOVI ROAD
Mon Jul 25 2022
Imagery © 2024 Nearmap, HERE
20 ft
Nearmap

LEGEND

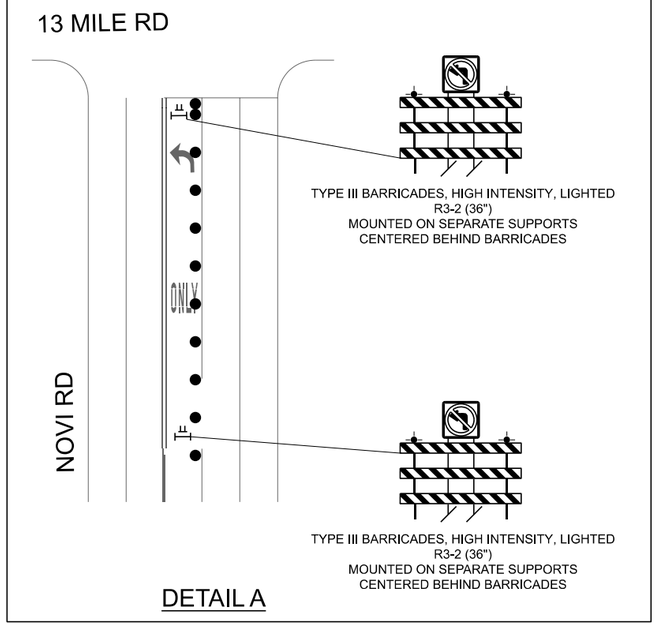
- SIGN
- BARRICADE, TYPE III, HIGH INTENSITY, LIGHTED
- TS — TRAFFIC SIGNAL
- DIRECTION OF TRAVEL
- CONSTRUCTION AREA

SIGN	QUANTITY
M4-8a	1
M4-9R	1
M4-9L	4
M4-9j	2
M4-9kR	1
M4-9kL	2
R3-2	2
R11-2	1
R11-4	2
W20-1	2
W20-2	2
W20-3	2
SPECIAL SIGN #1	13

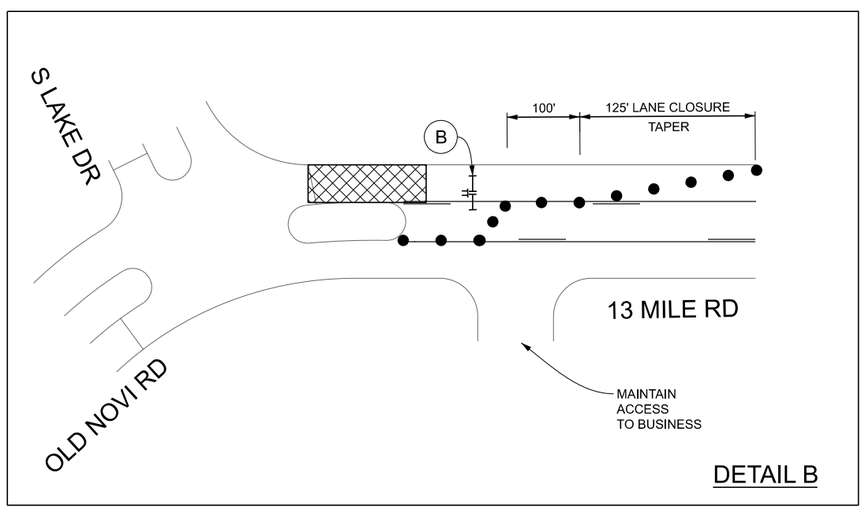


SIGN DETAIL 01;
1.5" Radius, 0.8" Border, Black on, Orange;
"WB", C; "13", C;
"MILE", C;

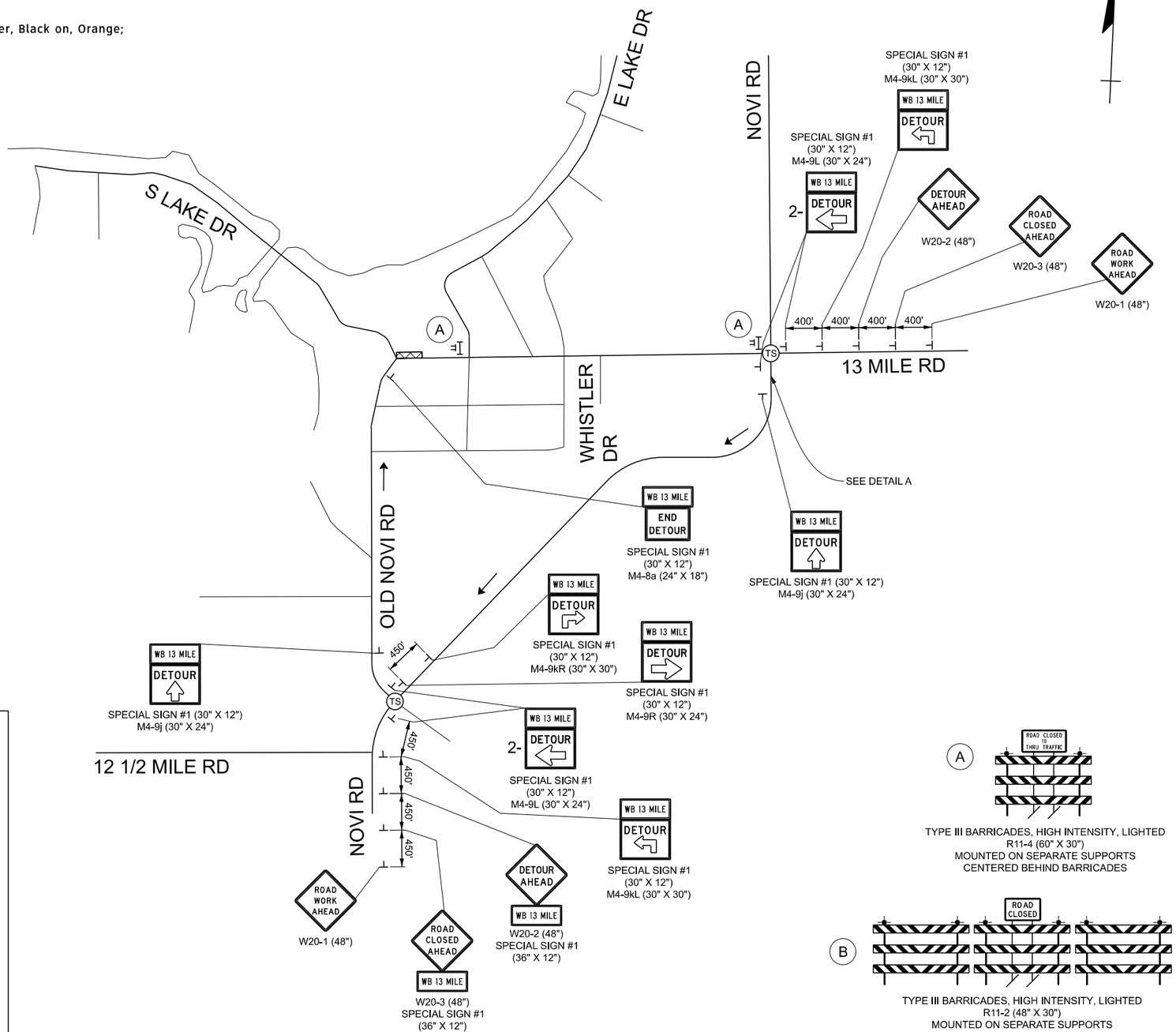
SPECIAL SIGN #1



DETAIL A



DETAIL B



NO SCALE

FILE:
AUTH | DATE | REVISION

AECOM

CITY OF NOVI

13 MILE RD WATERMAIIN REPAIR

13 MILE RD MAINTAINING TRAFFIC - DETOUR

JOB **60724591**

DATE 09/17/24

SHEET **1**

WORK CHANGE DIRECTIVE & CHANGE ORDER No. 6

PURCHASE ORDER NO. 97267

NOVI NO.: 23-1102
CIP NO.: N/A

Project: 13 Mile Water Main at Novi Road (36" PCCP Repair & 8" Dir. Bore)

Owner:
City of Novi
26300 Lee BeGole Dr.
Novi, Michigan 48375
(248) 735-5632

Engineer:
AECOM-Great Lakes
39575 Lewis Drive, Suite 400
Novi, Michigan 48377
(248) 204-5900

Contractor:
LGC Global, Inc.
7310 Woodward Ave., Suite 500
Detroit, Michigan 48202
(313) 989-4141

This document hereby renders changes in the Work, changes in the Contract Time and changes in the Contract Price by adding, deducting and/or balancing individual Contract line items through a signed authorization of the Prime Contractor, Owner, and Engineer.

Drafted Date: October 8, 2024

Reasoning: Change order to add full repair of Butterfly Valve at the intersection of Old Novi Road / 13 Mile Road / South Lake Drive

EXISTING CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price Add	Contract Price Deduct
0	1	"Crew Days" - 36" PCCP Repair	CD	$800.00		☐	☐
0	2	"Crew Days" - 8" Directional Bore	CD	$800.00		☐	☐
0	3	"Crew Days" - 30" BV Repair	CD	$800.00		☐	☐
0	4	"Crew Days" - Pipe Diver Launch Vault	CD	$800.00		☐	☐
0	5	"Crew Days" -	CD	$800.00		☐	☐
53	5	Mobilization - BV Recon	LS	$29,091.76	1	$29,091.76	
54	5	Pre-Con Audio-Visual - BV Recon	LS	$12,500.00	1	$12,500.00	
55	5	Traffic and SESC - BV Recon	LS	$17,545.88	1	$17,545.88	
56	5	Excavate and Shoring - BV Recon	LS	$31,428.46	1	$31,428.46	
57	5	Furn. & Install 30" Valve & Fittings - BV Recon	EA	$141,949.62	1	$141,949.62	
58	5	Furn. & Install 8' Gate Well w/ Frame & Cover - I	EA	$31,582.58	1	$31,582.58	
59	5	Backfill & Restoration - BV Recon	LS	$24,564.23	1	$24,564.23	
60	5	Demobilization - BV Recon	LS	$14,036.70	1	$14,036.70	
61	5	Closeout Documentation - BV Recon	LS	$7,018.35	1	$7,018.35	
					Subtotals	$309,717.58	$0.00
					Total		**$309,717.58**

NEW CONTRACT ITEMS

Item No.	Division	Item Description	Unit	Unit Price	Quantity	Contract Price Add	Contract Price Deduct

CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024

SUBJECT: Consideration of approval to award the DPW Salt Dome Reconstruction contract to Brencal Contractors, Inc., the low bidder, in the amount of $1,283,556.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering & Field Operations

KEY HIGHLIGHTS:

- Replacing existing dome that is approximately 40 years old.
- Adding a pit and stainless-steel conveyor system to fully utilized material storage.
- Construction would start this spring.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	**$ 1,283,556.55**
BUDGET	
General Fund	**$ 421,048.00**
Major Road Fund	**$ 421,048.00**
Drain Fund	**$ 842,096.00**
	$ 1,687,457.00 TOTAL
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**
Budget includes current estimated total project costs for construction (construction engineering, crew days, material testing, contingency, etc.).	

BACKGROUND INFORMATION:

The existing salt dome at the Department of Public Works was built in the 1980s and has reached the end of its service life. The corrosive conditions have deteriorated the existing concrete base walls and structural elements (metal fasteners, shingles, wood) of the canopy. Given the age and condition of the structure, it was recommended a

new 82' diameter dome, mounted to a 10-foot high wall, be installed. Staff also recommended adding a pit and stainless-steel conveyor system to the salt storage site. A conveyor system reduces the chance of the structure being hit or damaged as the delivered salt is dumped in a pit and carried into the dome by a conveyor instead of having trucks or loaders enter the dome to dump the salt. Additionally, a conveyor allows a dome design to be fully utilized to store material; therefore, limiting the number of deliveries by suppliers. A pit conveyor system installed on an 82-foot diameter dome footprint with 10-foot walls would nearly triple the amount of material stored in the existing 82' diameter dome with 4-foot walls.

The project was advertised for public bids on September 24, 2024. Three (3) bids were received and opened on October 22, 2024, following the solicitation period. Brencal Contractors, Inc. is recommended in the best interest of the City as it is responsive and complies with all the requirements of the bidding instructions. The award recommendation letter, including the bid tabulation, is attached.

Contractor	**Total Bid***
Brencal Contractors, Inc.	$1,283,556.55
The Summit Company, Inc.	$1,307,642.69
Marcus Construction Co., Inc.	$1,540,026.89

***Crew Days are not included with these bids due to the inspection nature of the project.**

The contract administration and geotechnical engineering services related to this project will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects.

AECOM	Contract Administration	5.50% of the construction award	$70,595.61
	Inspection Time	$800 daily inspection fee x 25 days	$20,000.00
G2	Material testing services	1.9% of the construction award	$24,387.57

Construction is expected to begin in early spring of 2025.

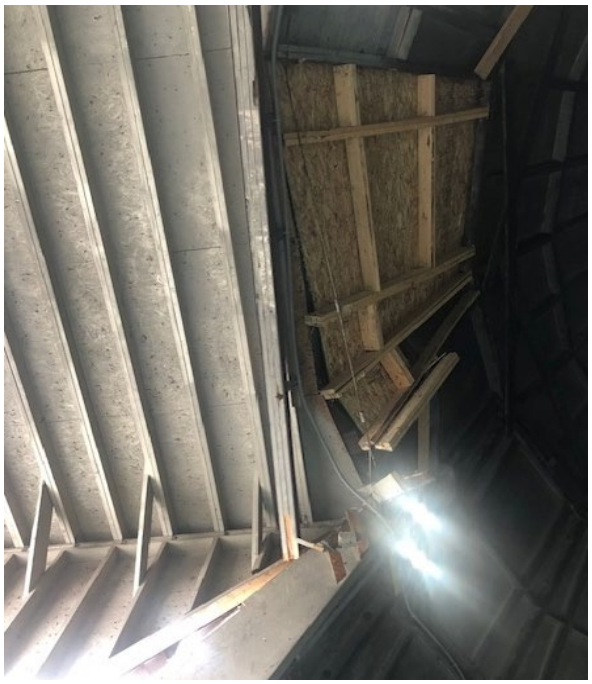
RECOMMENDED ACTION: Approval to award the DPW Salt Dome Reconstruction contract to Brencal Contractors, Inc., the low bidder, in the amount of $1,283,556.55.


New Salt and Aggregate Bins
New Salt Conveyor & Hopper System
Remove/Replace 82' diameter Salt Dome
Mon Oct 7 2024
Imagery © 2024 Nearmap, HERE
50 ft
Nearmap

Department Of Public Works Existing Salt Storage Dome



Current Dome Structure



Pannel Damage and Temporary Repair



Damaged Framework and Entrance



Entryway Separation



Entryway Damage

AECOM

October 29, 2024
Mr. Ben Croy, PE
City of Novi
Engineering Department
26300 Lee BeGole Drive
Novi, MI 48375

Reference: Bid Analysis and Contract Award Recommendation
Salt Dome Reconstruction
AECOM Project Number 60728767

Dear Mr. Croy:

Attached is the Bid Tabulation for the above referenced project. Three bids were received and opened on October 22nd, 2024. Competition appears to have been good – the low bidder is far less expensive than the cost that was proposed to the City earlier this summer. Mathematical errors were noted in each of the bidders. The errors on the low bidder were clarified and they ultimately did not impact the order of the bidders. The error in the low bidder was an error in the multiplication of items as well as summation of the project total. The error in the middle bidder was in the multiplication of unit prices to total costs. The error in the highest bidder was in a summation of all items, not an individual multiplication error between a quantity and a unit price of an item.

The low bid is lower than the Engineer's Estimate for the Project.

Brencal Contractors, the low bidder for the project, has not previously performed work in the City of Novi, but references were called and we heard only positive reviews. The bonding company listed in the Statement of Qualifications has an AM Best rating that exceeds the minimum requirements.

We recommend award of contract for the contract work to Brencal Contractors for $1,283,556.55. The amount bid for Inspection (Crew Days) is not included in the award amount.

Please feel free to contact me if you need anything else or wish to discuss the project.

Sincerely,

Sean Kelsch, P.E.
Project Manager

cc: Mark Koskinen, AECOM

AECOM Corporation
39575 Lewis Drive, Suite 400
Novi, Michigan 48377
Tel: 248.204.5900
Fax: 248.204.5901

City of Novi
Salt Dome Reconstruction
Tabulation of Bids
Bid Opening: 10/22/2024

				Engineers Estimate		Brencal Contractors, Inc.		The Summit Company, Inc		Marcus Construction Company, Inc.	
Item No.	Item Description	Unit	Total Bid Quantity	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost	Unit Price	Total Bid Cost
1	Mobilization (10%)	LSUM	1	$146,654.13	$146,654.13	$ 127,000.00	$ 127,000.00	$ 130,000.00	$ 130,000.00	$ 25,000.00	$ 25,000.00
2	Pre-Construction Audio Visual	LSUM	1	$ 2,000.00	$2,000.00	$ 2,810.83	$ 2,810.83	$ 4,000.00	$ 4,000.00	$ 1,170.40	$ 1,170.40
3	Erosion Control, Silt Fence	Ft	200	$ 4.00	$800.00	$ 3.37	$ 674.00	$ 4.00	$ 800.00	$ 30.00	$ 6,000.00
4	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	$ 200.00	$800.00	$ 224.87	$ 899.48	$ 200.00	$ 800.00	$ 500.00	$ 2,000.00
5	Pavt, Rem, Modified	Syd	388	$ 18.00	$6,984.00	$ 37.93	$ 14,716.84	$ 180.00	$ 69,840.00	$ 20.62	$ 8,000.56
6	HMA Surface, Rem, Modified	Syd	341	$ 18.00	$6,138.00	$ 26.23	$ 8,944.43	$ 40.00	$ 13,640.00	$ 46.92	$ 15,999.72
7	Curb and Gutter, Rem, Modified	Ft	89	$ 25.00	$2,225.00	$ 13.20	$ 1,174.80	$ 54.83	$ 4,879.87	$ 113.49	$ 10,100.61
8	Conc Pavt with Integral Curb, Nonreinf, 12 inch	Syd	731	$ 75.00	$54,825.00	$ 117.62	$ 85,980.22	$ 134.34	$ 98,202.54	$ 122.00	$ 89,182.00
9	Aggregate Base, 21AA Limestone, 8 inch	Syd	738	$ 16.00	$11,808.00	$ 19.15	$ 14,132.70	$ 31.06	$ 22,922.28	$ 87.00	$ 64,206.00
10	Concrete Spillway	Ft	10	$ 100.00	$1,000.00	$ 53.97	$ 539.70	$ 165.00	$ 1,650.00	$ 110.00	$ 1,100.00
11	Riprap, Plain	Syd	8	$ 200.00	$1,600.00	$ 80.95	$ 647.60	$ 50.00	$ 400.00	$ 165.50	$ 1,324.00
12	Pipe Bollard	Ea	2	$ 1,500.00	$3,000.00	$ 1,011.90	$ 2,023.80	$ 1,000.00	$ 2,000.00	$ 1,012.00	$ 2,024.00
13	Salt Dome, Rem	LSUM	1	$ 120,000.00	$120,000.00	$ 46,708.17	$ 46,708.17	$ 35,000.00	$ 35,000.00	$ 42,400.00	$ 42,400.00
14	Salt Dome, 82' Diameter w/ 10' Wall	LSUM	1	$ 860,000.00	$860,000.00	$ 529,094.44	$ 529,094.44	$ 565,000.00	$ 565,000.00	$ 847,180.00	$ 847,180.00
15	Conveyor System Furnish and Install	LSUM	1	$ 165,000.00	$165,000.00	$ 239,595.38	$ 239,595.38	$ 205,030.00	$ 205,030.00	$ 165,000.00	$ 165,000.00
16	Conduit, Schedule 80 PVC, 2 inch	Ft	300	$ 11.00	$3,300.00	$ 51.82	$ 15,546.00	$ 40.00	$ 12,000.00	$ 17.51	$ 5,253.00
17	Conduit, RGS, 1-1/4 inch	Ft	100	$ 24.00	$2,400.00	$ 26.98	$ 2,698.00	$ 94.25	$ 9,425.00	$ 96.45	$ 9,645.00
18	DB Cable, in Conduit, 600V, 1/C#3	Ft	2,025	$ 4.00	$8,100.00	$ 4.83	$ 9,780.75	$ 7,500.00	$ 8,250.00	$ 10.40	$ 21,060.00
19	Cable, Equipiment Grounding Wire, 1/C#8	Ft	675	$ 1.75	$1,181.25	$ 3.13	$ 2,112.75	$ 8,569.00	$ 9,425.90	$ 10.50	$ 7,087.50
20	Combination Starter/Non-Fusible Disconnect Switch	Ea	1	$ 11,500.00	$11,500.00	$ 6,790.97	$ 6,790.97	$ 200.00	$ 200.00	$ 5,750.00	$ 5,750.00
21	Fusible Disconnect Switch	Ea	1	$ 4,000.00	$4,000.00	$ 5,216.91	$ 5,216.91	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00
22	Conc, Grade 3500	Cyd	152	$ 600.00	$91,200.00	$ 440.83	$ 67,006.16	$ 7,600.00	$ 7,600.00	$ 612.00	$ 93,024.00
23	Reinforcement, Steel, Epoxy Coated	Lb	14,718	$ 2.50	$36,795.00	$ 1.47	$ 21,635.46	$ 2.17	$ 31,938.06	$ 1.80	$ 26,492.40
24	Excavation, Fdn	Cyd	950	$ 30.00	$28,500.00	$ 26.25	$ 24,937.50	$ 31.58	$ 30,001.00	$ 39.90	$ 37,905.00
25	Backfill, Structure, CIP	Cyd	378	$ 45.00	$17,010.00	$ 50.94	$ 19,255.32	$ 39.68	$ 14,999.04	$ 60.90	$ 23,020.20
26	Embankment Structure, CIP	Cyd	475	$ 45.00	$21,375.00	$ 54.24	$ 25,764.00	$ 475.00	$ 15,000.00	$ 33.90	$ 16,102.50
27	Maintaining Traffic	LSUM	1	$ 2,000.00	$2,000.00	$ 2,248.67	$ 2,248.67	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
28	Surface Restoration	LSUM	1	$ 5,000.00	$5,000.00	$ 5,621.67	$ 5,621.67	$ 7,639.00	$ 7,639.00	$ 5,000.00	$ 5,000.00
	Total Construction Cost				**$1,615,195.38**		**$1,283,556.55**		**$1,307,642.69**		**$1,540,026.89**

indicates corrected entry

inidicates bid unit price was rounded to the nearest penny

Unsure of proper unit price or total price

BID
For
Salt Dome Reconstruction

Bid of Brencal Contractors, Inc. hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as a Corporation *.

*Insert as applicable: "a corporation", "a partnership" or "an individual".

TO THE CITY OF NOVI, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Advertisement for Bids, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder of its representative has made personal investigation at the sites of the work and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	10-7-24
2	10-11-24

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Bid					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
1	Mobilization (10% Max.)	LSUM	1	$127,000.00	$127,000.00
2	Pre-Construction Audio Visual	LSUM	1	$2810.83	$2810.83
3	Erosion Control, Silt Fence	Ft	200	$3.37	$674.60
4	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	$224.87	$899.47
5	Pavt, Rem, Modified	Syd	388	$37.93	$14,716.40
6	HMA Surface, Rem, Modified	Syd	341	$26.23	$8,944.07

Bid					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
7	Curb and Gutter, Rem, Modified	Ft	89	$ 13.20	$ 1,174.93
8	Conc Pavt with Integral Curb, Nonreinf, 12 inch	Syd	731	$ 117.62	$ 85,982.95
9	Aggregate Base, 21AA Limestone, 8 inch	Syd	738	$ 19.15	$ 14,130.51
10	Concrete Spillway	Ft	10	$ 53.97	$ 539.68
11	Riprap, Plain	Syd	8	$ 80.95	$ 647.62
12	Pipe Bollard	Ea	2	$ 1,011.90	$ 2,023.80
13	Salt Dome, Rem	LSUM	1	$46,708.17	$46,708.17
14	Salt Dome, 82' Diameter w/ 10' Wall	LSUM	1	$581,936.06	$581,936.06
15	Conveyor System Furnish and Install	LSUM	1	$239,595.38	$239,595.38
16	Conduit, Schedule 80 PVC, 2 inch	Ft	300	$ 51.82	$ 15,547.28
17	Conduit, RGS, 1-1/4 inch	Ft	100	$ 26.98	$ 2,698.98
18	DB Cable, in Conduit, 600V, 1/C#3	Ft	2,025	$ 4.83	$ 9,790.13
19	Cable, Equipment Grounding Wire, 1/C#8	Ft	675	$ 3.13	$ 2,109.81
20	Combination Starter/Non-Fusible Disconnect Switch	Ea	1	$6,790.97	$ 6,790.97
21	Fusible Disconnect Switch	Ea	1	$5,216.91	$ 5,216.91
22	Conc, Grade 3500	Cyd	152	$ 440.83	$ 67,006.11
23	Reinforcement, Steel, Epoxy Coated	Lb	14,718	$ 1.47	$ 21,677.79
24	Excavation, Fdn	Cyd	950	$ 26.25	$ 24,935.18
25	Backfill, Structure, CIP	Cyd	378	$ 50.94	$ 19,254.53
26	Embankment Structure, CIP	Cyd	475	$ 54.24	$ 25,764.30
27	Maintaining Traffic	LSUM	1	$2,248.67	$ 2,248.67
28	Surface Restoration	LSUM	1	$5,621.67	$ 5,621.67
			TOTAL BID PRICE:		$ 1,283,556.55

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received.

The project must meet an interim substantial completion date of June 30, 2025, and a second substantial completion date of July 31, 2025. Final completion must be by August 15, 2025.

The interim substantial completion shall include all site work and the construction of the salt dome. The Second substantial completion includes the construction of the conveyor system and connection of all electrical elements. Final completion is final surface restoration of topsoil, grass seed, and mulch.

The undersigned attaches hereto its Bid security, as required by the Advertisement for Bids and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of any of the completion times listed above, the OWNER will suffer a damage of Eight Hundred Dollars ($800.00) per calendar day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on 10-22-24
Date*

26079 Schoenherr Rd
Street*

Warren, MI 48089
City, State, ZIP*

586-758-6000
Telephone Number*

586-758-6006
Facsimile Number*

BY: Brencal Contractors, Inc.
Name of Bidder*

Dakota Carie
Signature

Dakota Carie Office Manager
Name and Title of Signatory*

*Typed or printed in ink.

BRENCAL
CONTRACTORS
INC.

GENERAL
CONTRACTORS

26079 Schoenherr Rd
Warren, MI 48089
Ph.: (586) 758-6000
Fax: (586) 758-6006
www.brencal.net

October 22, 2024

City of Novi

Attn: Sean Kelsch, PE

Ref: Novi Salt Dome Reconstruction Voluntary Alternates

Sean,

Brencal Contractors, Inc. is pleased to provide the following Voluntary Alternates:

Voluntary Alternate No. 1 Directional Bore 2" PCV Conduit DEDUCT..... ($7,925.00)
Voluntary Alternate No. 2. Provide Fabric Dome Structure in Lieu of Wood Dome DEDUCT.... ($15,000.00)

If you have any questions, please contact me.

Sincerely yours,
BRENCAL CONTRACTORS, INC.

Michael Basta
Senior Project Estimator

CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024

SUBJECT: Consideration of Zoning Map Amendment 18.747 to rezone approximately 107 acres of property located south of Grand River Avenue, east of Beck Road and west of Taft Road, from Light Industrial, Residential Acreage, and Office Service to the new City West District. **FIRST READING**

SUBMITTING DEPARTMENT: Community Development, Planning

KEY HIGHLIGHTS:

- Creation of the City West Zoning District stemmed from recommendations in the Master Plan for Land Use for properties on both the north and south sides of Grand River Avenue between Beck and Taft Roads.
- The City Council adopted new Zoning Ordinance language and approved the City-initiated rezoning of land on the north side of Grand River Avenue in May 2024.
- Rezoning of the south side of Grand River Avenue has been brought back through the process, to include a Public hearing on October 16th before the Planning Commssion.

BACKGROUND INFORMATION:

City staff previously initiated the rezoning of the 250-acre area between Beck Road and Taft Road, both north and south of Grand River Avenue. The subject properties north of Grand River Avenue were successfully rezoned by City Council on May 20, 2024, but the area south of Grand River Avenue was not rezoned then. Based on feedback from Council, staff was encouraged to bring back the southern area, which totals approximately 107 acres, for reconsideration.

The Planning Commission held a new Public Hearing on October 16, 2024 and received additional public comment before making a favorable recommendation to the City Council on rezoning the south side of Grand River Avenue.

CITY WEST ORDINANCE AND DESIGN GUIDE

The subject area is proposed to be zoned CW - City West, a new district that was recommended in the 2016 Master Plan Update. The new zoning ordinance language was adopted by City Council in May. Staff is proposing the rezoning to bring all parcels

within a single zoning district consistent with the Master Plan recommendation to create a cohesive, walkable, mixed-use district.

The adopted City West Zoning Ordinance and Design Guide (included in the City Council's packet and available online) would not need to be amended; the Council's approval of the CW ordinance left open the possibility that the south side of Grand River could be rezoned in the future. No changes to the adopted Ordinance are proposed.

The southeast corner of Grand River Avenue and Beck Road is excluded from the request, as the property owner had previously requested that the existing B-3, General Business zoning be maintained, and City Council indicated they supported that request. Otherwise, the suggested area for rezoning is the area fronting on the south of Grand River between Beck Road and Taft Road.

CURRENT ZONING AND LAND USES IN THE AREA

The north side of Grand River is now zoned City West. The Suburban Center Showplace is also covered by the Exposition Overlay district. The area to the south of Grand River is primarily zoned I-1 Light Industrial, except for the area that abuts Beck Road, which is zoned for RA Residential Acreage and OS-1 Office Service. The area to the south is primarily One Family Residential districts, with Central Park Estates zoned Low Rise Multiple Family, and a salon zoned Office Service. East of Taft Road is zoned Light Industrial. West of Beck Road is zoned Office Service Commercial (Ascension Providence Hospital campus).

NATURAL FEATURES

The City's mapping portal shows that there are regulated wetland and woodland areas throughout the subject area. The actual location of any woodlands and wetlands will need to be field verified by applicants with the submittal of any site plan for the parcels. Any proposed impacts to these natural features will be reviewed and discussed during the site plan submittal for any project on the property and follow the typical standards for review and approval according to the City's ordinances, including Wetland and Woodland permitting. Throughout the City West text, there is an emphasis on protecting the existing natural features woodland and wetlands in the district.

OPPORTUNITIES UNDER THE NEW ORDINANCE

The City West area provides an opportunity to expand the housing choices available for young professionals, empty nesters, and other residents who prioritize a more urban, walkable community, easy access to the highway and destinations within Novi, and entertainment opportunities. Grand River Avenue is a major corridor with greater road capacity than many areas of the city. SMART has recently established bus service along the Grand River corridor through Novi and into Wixom. There are a couple of stops within the City West area, which makes the creation of the district very timely to enable the establishment of transit-oriented development.

City West is also an opportunity to showcase Novi as an area of interest to the thousands of visitors to the Suburban Showplace and Ascension Hospital each year. Visitors to events at the Showplace could take advantage of nearby restaurants,

hotels, and shopping without having to get in a car. Similarly greater housing options may appeal to employees of the hospital who could walk or bike to work. The ordinance includes an optional Mixed-Use Development Option (MDO), which permits a wider range of uses and higher-intensity development to encourage the creation of a dynamic mix of compatible uses. While the MDO provides greater flexibility in parking and landscaping, as well as setbacks and building height to allow a more urban form of development, projects will still be subject to other applicable codes and regulations of the City, including stormwater detention standards, façade, and landscape requirements, as well as lighting and noise ordinances.

Residential uses can be developed under the MDO, either as a stand-alone use under certain circumstances or as part of a mixed-use project. The granting of a Mixed-Use Development Option application requires review and recommendation by the Planning Commission and approval of the City 9 Council. The MDO process is similar to the approval process for the Planned Development Options, with City Council discretion over deviations and approvals.

BUILDING HEIGHT AND SETBACK CONSIDERATIONS

The adopted Ordinance has a maximum height of 2 stories south of Grand River under the baseline option. For MDO projects;

- The height limit is increased to 3 stories, or
- Up to 4 stories if bonus height conditions are met and,
- It is further than 300 feet from the residential area to the south.

City Council would need to approve the increase in height for each project proposed. Adjacent to single-family residential zones, additional restrictions would control building heights, with a maximum of 35 feet permitted within 200 feet of single-family districts, and a maximum of 45 feet between 200-300 feet of such districts. Within 300 feet of Single-Family Districts buildings are not eligible for bonus height approval.

As with the existing I-1 Zoning, City West requires a minimum building setback of 100 feet from single family residential districts. The parking setback is 75 feet and would be required to be screened with a 5-foot wall or landscaped berm. Existing standards for screening berms/buffers also apply to new multifamily and commercial buildings when adjacent to a residential use. The presence of regulated natural features will also provide a buffer between the districts. The greater flexibility and emphasis on preserving natural features in the City West text is more likely to result in natural features protection than the current Light Industrial district.

Development in this district is to be designed to ensure development is cohesive and walkable. Buildings are meant to front on internal street networks rather than Grand River to create a more pedestrian-friendly environment. Shared off-street parking facilities are encouraged, as is structured parking. Development projects are required to provide public plazas and open spaces for gathering. City West is meant to have sidewalks and pathways throughout the district, providing connections to the City's non-motorized network.

FEEDBACK FROM PROPERTY OWNERS

Property owners south of Grand River in the City West area, both of vacant land and currently developed property, have expressed an interest in and support of the ordinance amendment. Some property owners have introduced concepts for projects that could align with the intent of the City West ordinance. Current businesses such as Gatsby's, Paradise Park, and Total Sports Novi have found the text amendment appealing due to the flexibility it offers for those businesses moving forward. Meeting minutes are attached to this packet.

RECOMMENDED ACTION: Approval of Zoning Map Amendment 18.747 to rezone approximately 107 acres of property located south of Grand River Avenue, east of Beck Road and west of Taft Road, from I-1 Light Industrial, RA Residential Acreage, and OS-1 Office Service (excluding the B-3, General Business zoned area at the southeast corner of Beck and Grand River Avenue), to CW City West District *for the reasons provided below*. **FIRST READING**

1. The 2016 Master Plan for Land Use recommended the creation and adoption of a new zoning district for this area of the City in order to foster redevelopment of underutilized parcels, and to create a vibrant, walkable, mixed-use district,

2. The Master Plan for Land Use objective to foster a favorable business climate is fulfilled by allowing more flexible development standards for a unique area of the City,

3. The Master Plan for Land Use objective to support and strengthen existing businesses and attract new businesses is fulfilled by allowing existing businesses to expand and creating new development opportunities in a mixed-use setting,

4. The Master Plan for Land Use objective to provide a wide range of housing options is supported as the new district allows residential use in a mixed-use setting,

5. The Master Plan for Land Use objective to develop the City West/Grand River and Beck area in a manner that supports and complements neighboring areas through the use of setback and height restrictions to provide buffers to single family districts, and

6. It provides an opportunity for long-standing businesses to remain at their current location.

MAPS

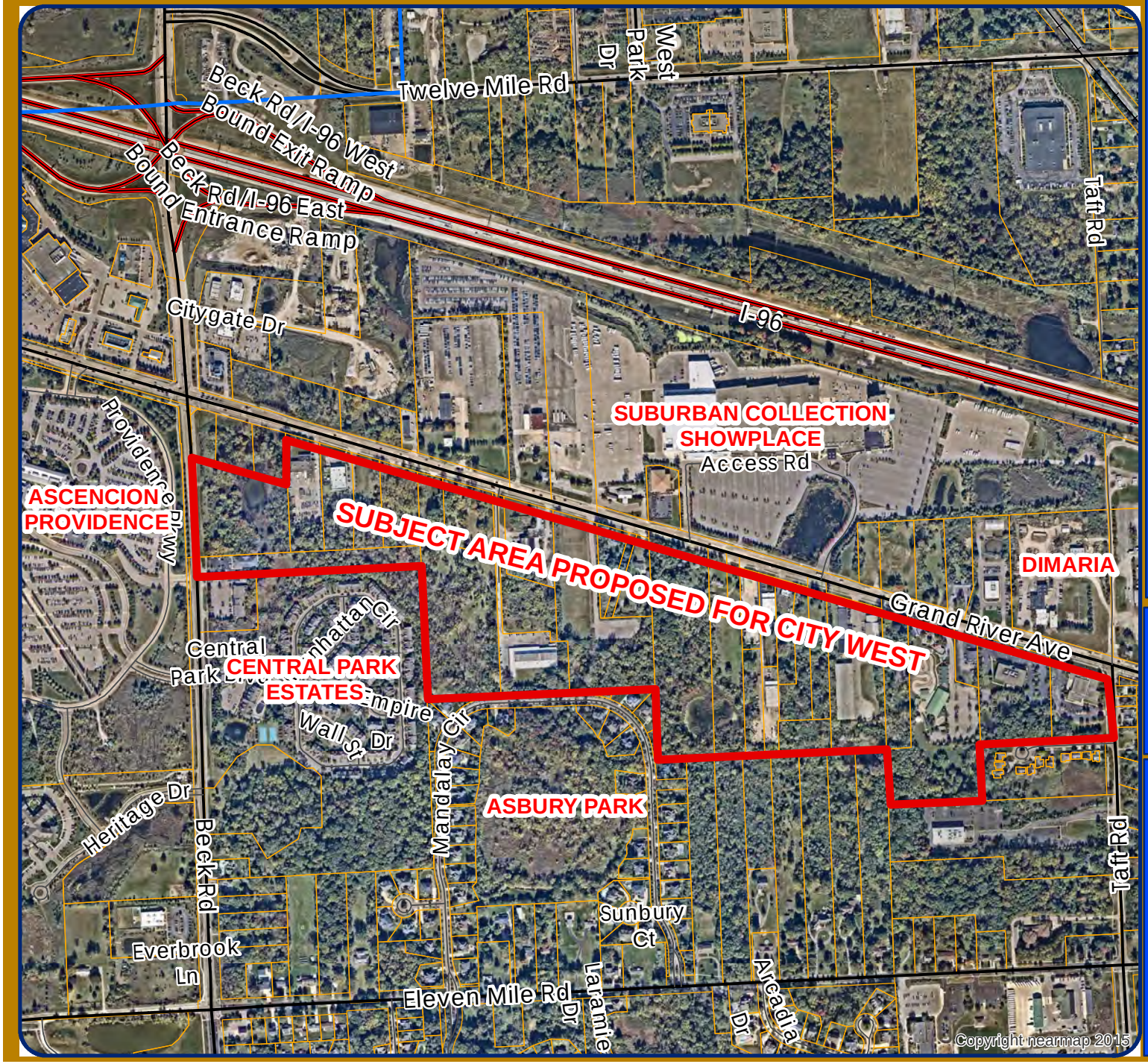
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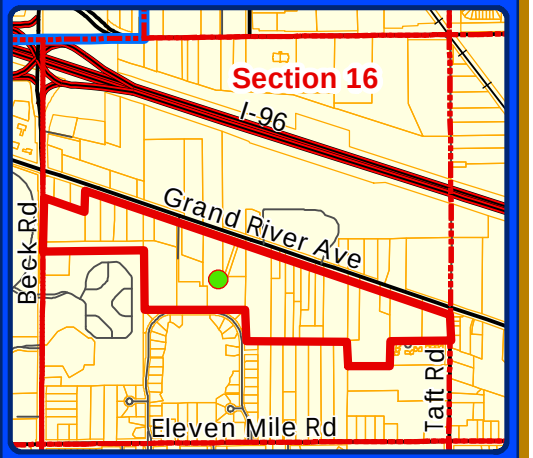
Current Zoning

Future Land Use

Natural Features

CITY WEST
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: 10/9/24
Project: CITY WEST - SOUTH
Version #: 1

Feet
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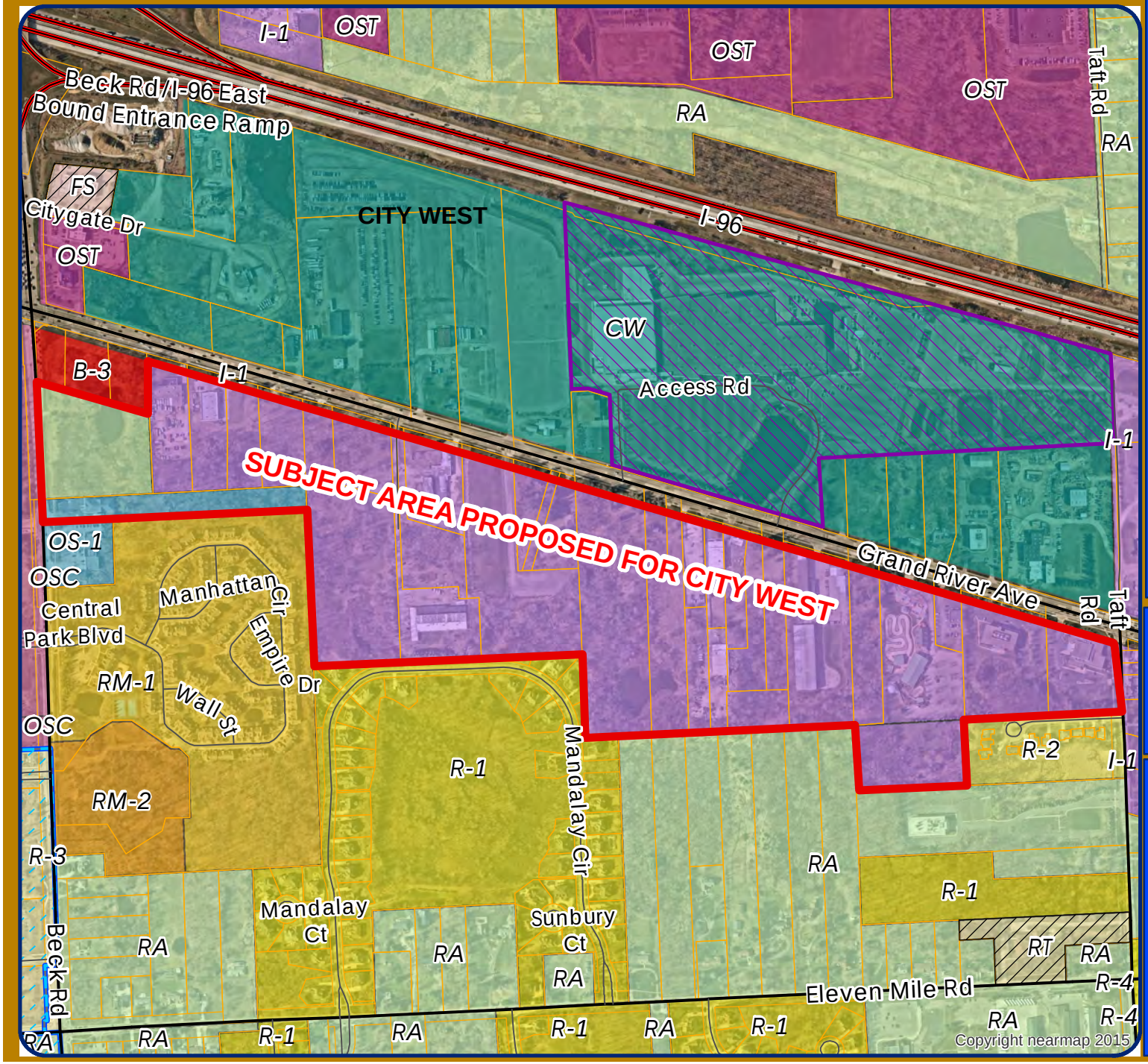
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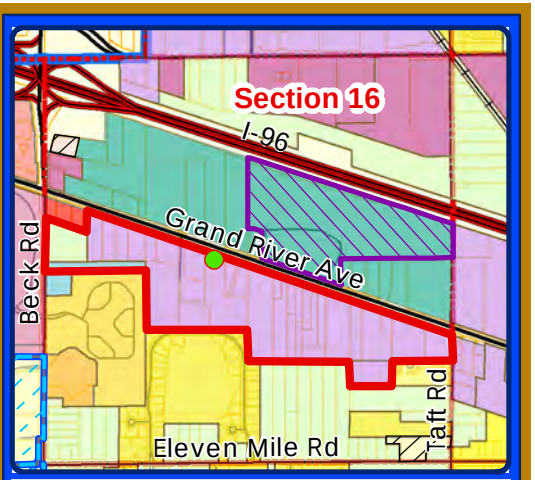
MAP INTERPRETATION NOTICE

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

CITY WEST

CURRENT ZONING





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: 7/18/24
Project: CITY WEST - SOUTH
Version #: 1

Feet
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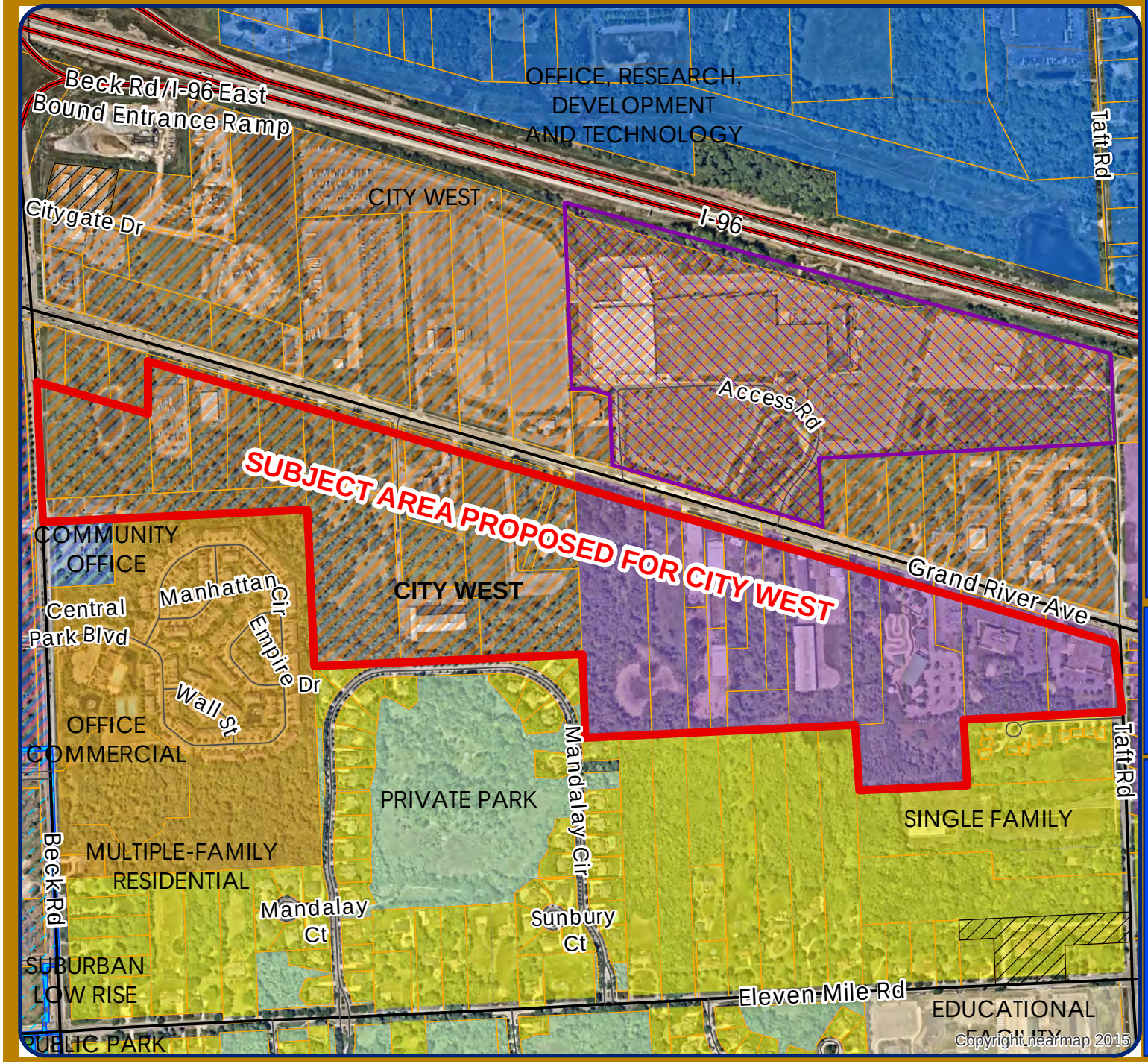
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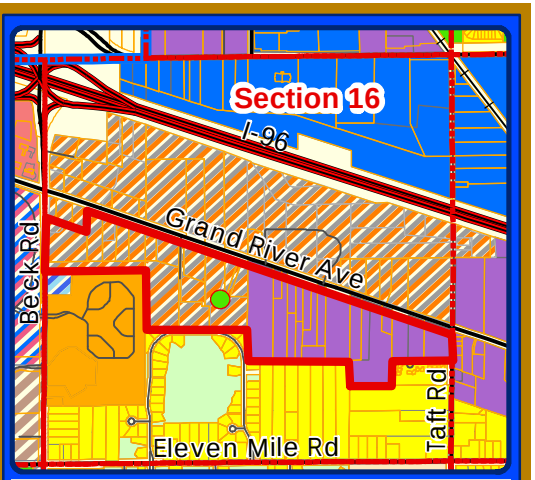
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CITY WEST

FUTURE LAND USE





Legend

- Single Family
- Multiple-Family Residential
- Suburban Low-Rise
- Community Office
- Office, Research, Development and Technology
- Office Commercial
- Industrial, Research, Development and Technology
- Local Commercial
- City West
- Educational Facility
- Public Park
- Private Park
- 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: 10/9/24
Project: CITY WEST - SOUTH
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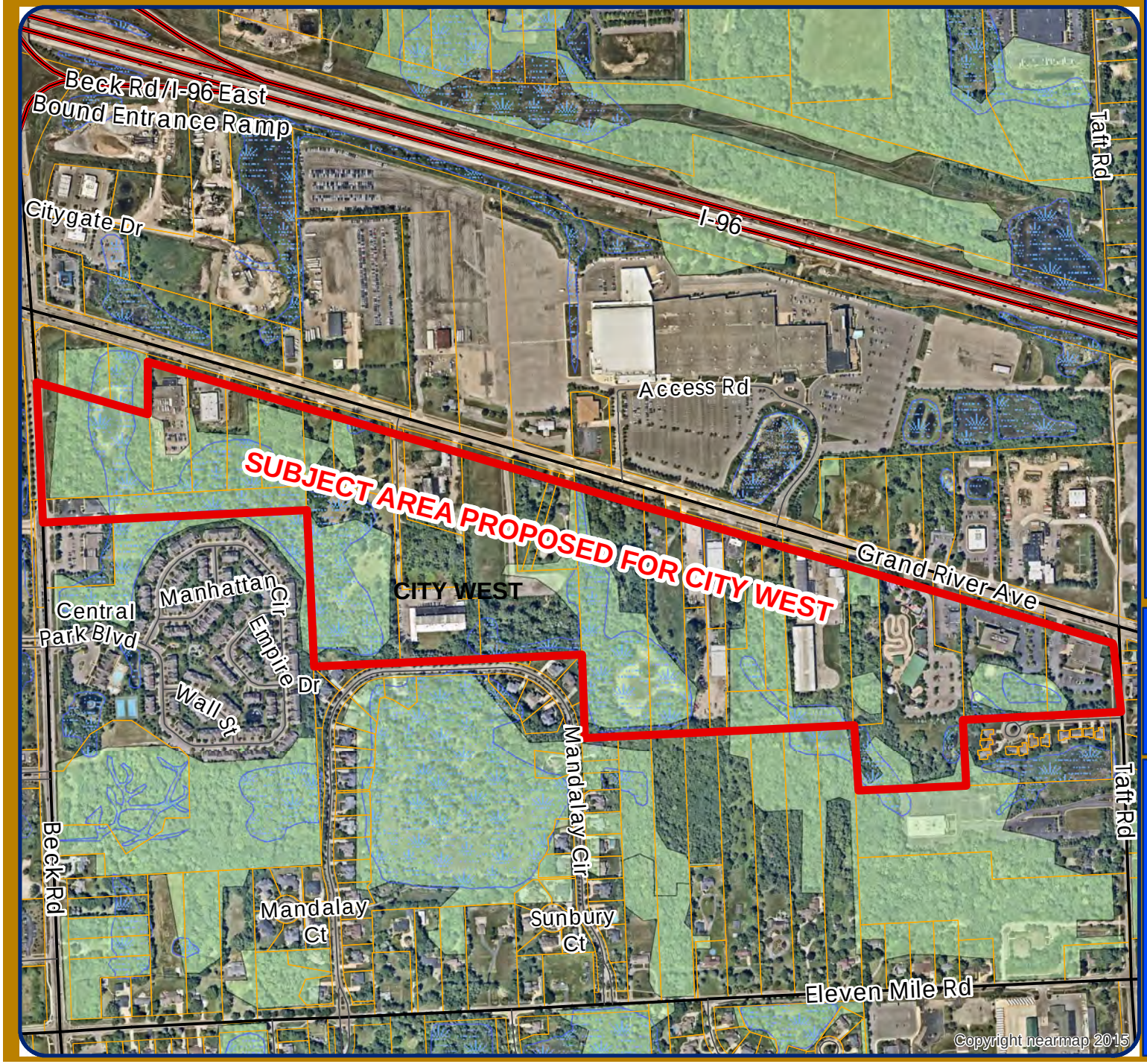
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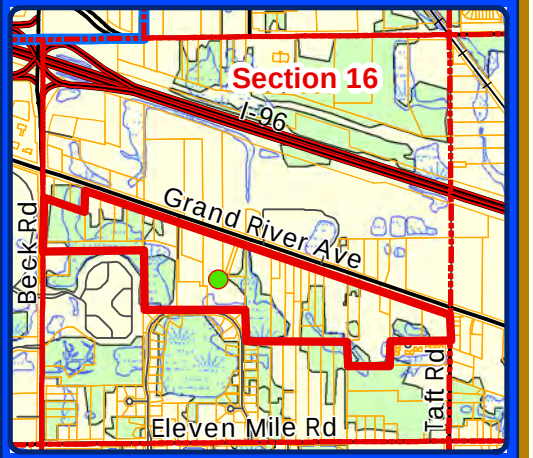
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CITY WEST

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: 10/9/24
Project: CITY WEST - SOUTH
Version #: 1

Feet
0 155 310 620 930

1 inch = 708 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.

PLANNING MEMO

PLAN REVIEW CENTER REPORT

October 9, 2024

Planning Review

City West – South Side of Grand River

Zoning Map Amendment 18.747

Petitioner

City of Novi

Review Type

City-initiated Rezoning Request from RA Residential Acreage, OS-1 Office Service, and I-1 Light Industrial to the CW City West District

Property Characteristics

- Site Location: South side of Grand River Avenue, east of Beck Road and West of Taft Road
- Site Zoning: RA Residential Acreage, OS-1 Office Service, and I-1 Light Industrial
- Adjoining Zoning: North: City West, EXO Overlay, B-3; South; RM-1, R-1, RA, R-2; East: I-1; West: OST, OSC
- Current Site Use: Delphinus office building, Miracle Software Systems, Gatsby's restaurant, Paradise Park amusement center, Total Sports, Adams Sports Medicine, Raging Cycles, Szechuan Fan restaurant, Redford Lock, MotorCity Floors and Coatings, Grand River Practice Fields, Carol's Upholstery, Harmon Sign Company, Screen Works print shop, Pet Suites, Amstee Airduct Cleaning, Various vacant buildings, vacant lots
- Adjoining Uses: North: Suburban Collection Showplace, Various office/industrial buildings, Fairlane Motel, Dimaria, etc. South: Central Park Estates apartments, Asbury Park neighborhood, Andes Hills neighborhood, Sri Venkateswara Temple, Single family lots; East: Landscaping, Sand & Gravel business; West: Ascension Providence Hospital center
- School District: Novi Community School District
- Area: Approximately 107 acres

Project Summary

City staff previously initiated the rezoning of the 250-acre area between Beck Road and Taft Road, north and south of Grand River Avenue. The subject properties north of Grand River Avenue were successfully rezoned by City Council on May 20, 2024, but the area south of Grand River Avenue was not rezoned at that time.

Based on a request from Mayor Fischer, staff was asked to bring back for reconsideration the southern area, which is approximately 107 acres. The subject area is proposed to be zoned CW City West, a new district that was recommended in the 2016 Master Plan Update and adopted by City Council on May 20, 2024. As indicated in the figure below, some of the parcels to be rezoned are currently developed consistent with Light Industrial

uses and office buildings. Staff is requesting the rezoning in order to bring all parcels within a single zoning district consistent with the Master Plan recommendation to create a cohesive, walkable, mixed-use district.

The adopted City West Zoning Ordinance text and Design Guide (included in the packet) would not need to be amended; the Council's approval of the CW ordinance left open the possibility that the south side of Grand River could be rezoned at some time in the future. Additionally, the rezoning signs are still in place along the south side of Grand River Avenue. The southeast corner of Grand River Avenue and Beck Road is excluded from the request, as the property owner had previously requested that the existing B-3, General Business zoning be maintained.

The following steps are being taken for reconsideration of rezoning property on the south side of Grand River:

1. The Planning Commission was asked to consider the new request and agreed to set a public hearing for an upcoming meeting. **This step was completed at the July 24th Planning Commission meeting.**
2. Staff notified the affected property owners of the new City-initiated rezoning along the south side of Grand River Avenue and seek feedback. **The attached letter provides that notice and was sent out the week of August 6th.**
3. Staff would send out public hearing notices and provide notice in the newspaper. **Notices were sent out in mid-September, for a public hearing at the October 16th Planning Commission meeting.**
4. The Planning Commission will hold the public hearing and provide a recommendation to the City Council on the Zoning Map Amendment.
5. The City Council would consider the Zoning Map Amendment at two readings, followed by publication of the Zoning Map amendment, if it is approved.

Once approved, property owners or applicants would be able to submit site plans for consideration under the terms of the CW ordinance.

Recommendation

Staff ***recommends approval*** of the proposed Zoning Map Amendment. Approval is recommended for the following reasons:

- The requested zoning is in generally in compliance with the Master Plan for Land Use, which recommends the establishment of the City West district, as a vibrant, walkable, mixed-use district.
- The requested rezoning would help further the objective to provide a wide range of housing options in the City.
- The requested rezoning would help retain and support the growth of existing businesses and attract new businesses to the City of Novi.
- The requested rezoning would further the objective to develop the City West/Grand River Avenue and Beck Road area in a manner that supports and complements neighboring areas.

Planning Commission Options

The Planning Commission has the following options for its recommendation to City Council:

1. Recommend approval of the rezoning of the parcels to CW, City West *(Staff Recommended).*
2. Deny the request, with the zoning of the property remaining as is.
3. Recommend rezoning of the parcels to any other classification that the Planning Commission determines is appropriate. **NOTE:** This option would require the Planning Commission to hold and send notice for another public hearing with the intention of recommending rezoning to the appropriate designation. At this time, Staff has not reviewed any other alternatives.

Master Plan for Land Use

The 2016 Master Plan Update recommended the creation of a cohesive district that supports long-term vitality and projects a sense of place. "A City West district should use form-based code elements to guide the development of a dense, walkable, unified district featuring a mix of arts, entertainment, retail, restaurant, hotel, convention/exposition, office and residential uses. Standards for streetscape design, sidewalks, public amenities, and structured parking should all be considered. A sub-district permitting different maximum building heights should be established, permitting lower heights south of Grand River, and higher maximums near I-96."

The vision described in the 2016 Master Plan recommended that the City West district north of Grand River would be the highest intensity district in the City of Novi, with buildings up to ten stories and residential density of 30 units per acre. Master Plan open house events garnered comments from both retirees and millennials wanting housing opportunities that would allow them to walk or bike to activity and shopping destinations and within developments that increase the vitality of Novi.

Implementation Committee

The text amendment that created the City West Zoning District was discussed by the Implementation Committee in April 2021, March of 2022, and January of 2023. The proposed rezoning was discussed with the Committee on each occasion as well. The Committee provided feedback and recommended changes to the boundaries of the district. Members of the Implementation Committee recommended the development of the Design Guide to provide visual guidance on the preferred style of developments and to illustrate requirements.

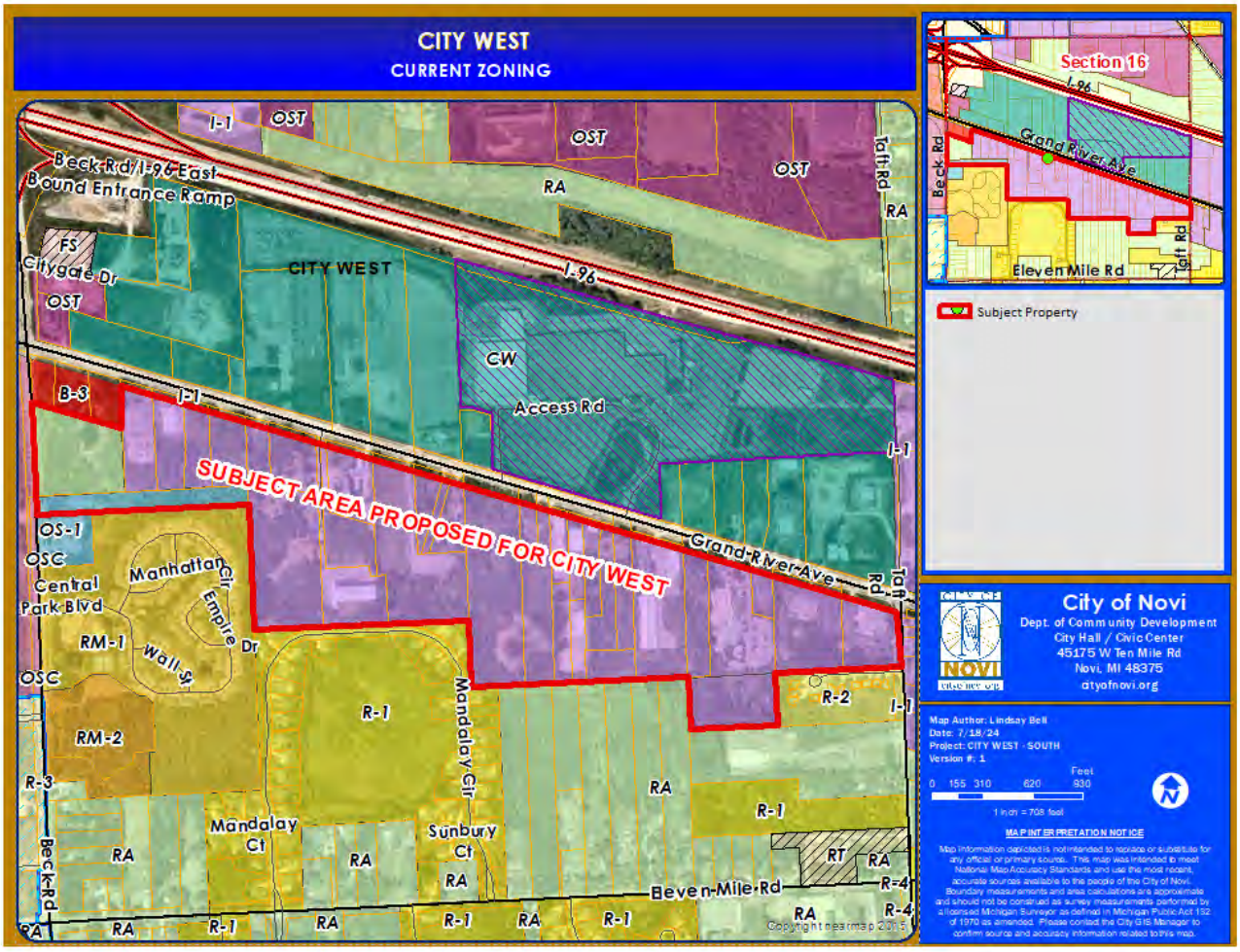
Previous Planning Commission Action

On May 10, 2023 the Planning Commission held a public hearing on the proposed rezoning of both sides of Grand River Avenue and recommended approval to the City Council. The minutes from that meeting are included in the packet. Ultimately City Council only approved the rezoning of the north side of Grand River Avenue.

Existing Zoning and Land Use

The map below shows the zoning for the subject area and surrounding properties. The north side of Grand River has been rezoned to City West. The Suburban Center Showplace

is also covered by the Exposition Overlay district. The area to the south of Grand River is primarily zoned I-1 Light Industrial, except for the area that abuts Beck Road, which is zoned for B-3 General Business, RA Residential Acreage, and OS-1 Office Service.



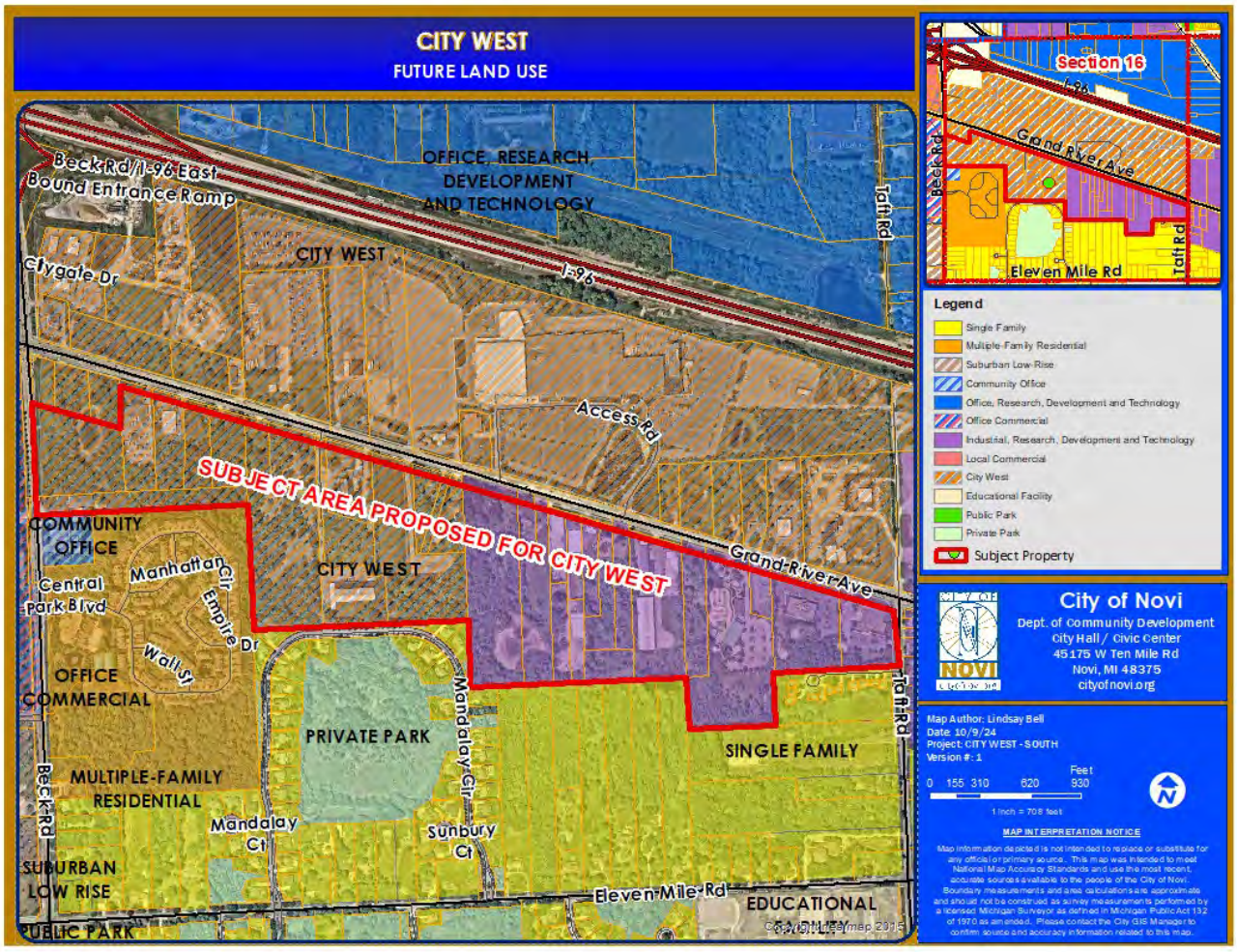
The area to the south is primarily One Family Residential districts, with Central Park Estates zoned RM-1 Low Rise Multiple Family, and a salon zoned OS-1. East of Taft Road is zoned I-1. West of Beck Road is zoned OSC Office Service Commercial (Ascension Providence hospital campus).

Compatibility with Surrounding Land Use

The compatibility of the requested CW zoning with the zoning and uses on the adjacent properties should be considered by the Planning Commission in making the recommendation to City Council on the rezoning request.

Directly to the **north** of the City West area is Interstate 96. A rezoning of the subject property to CW will not adversely affect the properties north of the highway as the interstate forms a significant barrier.

Multifamily apartments and single-family residential uses are located **south** of the subject area. The proposed draft ordinance has been designed to limit the negative impacts on these adjacent uses through increased setbacks and buffering requirements, as well as height limits for the areas closest to the single-family areas.



Directly to the **east** of the proposed City West area are small lots zoned I-1. To the **west** of the subject area is the Ascension Providence hospital campus, and the Westmarket Square retail center. Positive impacts are anticipated as the subject property could provide places for hospital employees to live, shop and dine, and additional hotels for people to stay in near the hospital. Residents in City West will also provide more customers to the Westmarket Square retail center.

Comparison of Zoning Districts

The following table provides a comparison of the two major current zoning classifications (OST and I-1) with the proposed City West.

	I-1 (Existing – Mostly South of Grand River)	CW (Proposed)
Principal	**Principal Permitted Uses**	**Principal Permitted Uses**

Permitted Uses & Special Land Uses	1. Professional office buildings, offices and office sales and service activities 2. Accessory buildings, structures and uses customarily incident to the above permitted uses 3. Public owned and operated parks, parkways and outdoor recreational facilities 4. Public or private health and fitness facilities and clubs 5. Medical offices, including laboratories and clinics The following uses are subject to Section 4.45: 6. Research and development, technical training and design of pilot or experimental products 7. Data processing and computer centers 8. Warehousing and wholesale establishments 9. Manufacturing 10. Industrial office sales, service and industrial office related uses 11. Trade or industrial schools 12. Laboratories experimental, film or testing 13. Greenhouses 14. Public utility buildings, telephone exchange buildings, electrical transformer stations and substations, and gas regulator stations, other than outside storage and service yards 15. Public or private indoor recreation facilities 16. Private outdoor recreation facilities 17. Pet boarding facilities 18. Veterinary hospitals or clinics 19. Motion picture, television, radio and photographic production facilities 20. Other uses of a similar and no more objectionable character to the above uses 21. Accessory buildings, structures and uses customarily incident to any of the above permitted uses **Special Land Uses** The following uses shall be permitted where the proposed site does not abut a residentially zoned district: 1. Metal plating, buffing, polishing and molded rubber products 2. Uses which serve the limited needs of an industrial district (subject to	1. Offices, including professional, medical (including labs and clinics) 2. Municipal uses, such as post offices and similar governmental office buildings 3. Day care centers (4.12.2) 4. Financial institutions (4.81) 5. Retail business or service establishments, including restaurants (4.27) 6. Business schools and colleges or private schools operated for profit (4.27) 7. Instructional Centers (4.62) 8. Outdoor theaters, plazas, parks, public gathering places, farmers markets and like public facilities 9. Art galleries, museums, and non-profit community centers 10. Personal service establishments 11. Private recreational facilities, indoor or outdoor 12. Publicly owned and operated parks, pathways, and recreational facilities 13. Transit station 14. Brewpubs and Microbreweries (4.35) 15. Outdoor restaurants (4.84) 16. Principal uses similar to those listed above, as determined by the Planning Commission 17. Off-street parking lots and structures (not to include vehicle storage) 18. Accessory structures and uses customarily incidental to the above permitted uses, except drive-through windows (4.19) **Mixed-Use Development Option Permitted Uses –** 1. Any of the Principal Permitted Uses above 2. Multiple-family residential 3. Live/work units 4. Hotels (4.28.1) 5. Business establishments which perform services on the premises 6. Health and fitness clubs, public or private 7. Dry Cleaning Establishments or Pick Up Stations (4.24)

	Section 4.43), as follows: a. Financial institutions, unions, union halls, and industrial trade schools or industrial clinics b. Industrial tool and equipment sales, service, storage, and distribution c. Eating and drinking establishments and motels 3. Automobile service establishment 4. Self-storage facilities 5. Retail sales activities 6. Central dry cleaning plants or laundries 7. Railroad transfer, classification and storage yards 8. Tool, die, gauge and machine shops 9. Storage facilities for building materials, sand, gravel, stone, lumber, storage of contractor's equipment and supplies 10. Municipal uses 11. Motion picture, television, radio and photographic production facilities 12. Outdoor space for parking of licensed rental motor vehicles 13. Accessory buildings, structures and uses customarily incident to any of the above permitted uses	8. Other uses similar to the above uses subject to conditions noted 9. Accessory structures and uses customarily incidental to the above permitted uses (4.19) **Special Land Uses** 1. Amusement and entertainment uses, including theaters, athletic and performing arts venues 2. Private clubs, organizations, cultural facilities, and lodge halls 3. Places of worship 4. Drive throughs, as an accessory to a permitted use (Sec. 5.3.11)
Minimum Lot Size	See Section 3.6.2.D	See Section 3.6.2.D
Minimum Lot Width	See Section 3.6.2.D	See Section 3.6.2.D
Maximum Building Height	40 feet; 25 feet when abutting residential (Section 3.14.5.C)	35 feet within 100 feet of SFR 40 feet between 100-200 feet of SFR North of Grand River: 8 stories with bonus height South of Grand River: 5 stories with bonus height
Building Setbacks	Front Yard: 40 feet Rear Yard: 20 feet, 100 feet when abutting residential (Section 3.6.2.H) Side Yard: 20 feet, 100 feet when abutting residential (Section 3.6.2.H)	Front yard: 20 feet (Major arterials) Rear yard Non-Res: 100 feet for buildings if adjacent to residential Rear yard Residential: 2 feet each foot of building height if adjacent to residential
Parking Setbacks	Front Yard: 40 feet (Section 3.6.2.E) Rear Yard: 10 feet, 100 feet when abutting residential (Section 3.6.2.F) Side Yard: 10 feet, 100 feet when abutting residential (Section 3.6.2.F)	Front yard: 20 feet (Major arterials) Rear yard: 50 feet if adjacent to residential See proposed Ordinance for other yard requirements

Infrastructure Concerns

See the Engineering review letter for specific discussion of water and sewer capacities in the area serving the subject property. The Engineering review indicates there will be an

impact on utility demands as a result of the proposed rezoning. The attached review letter assumes the "worst-case scenario" in terms of required utility capacity. Depending on how the proposed City West District is developed, it will likely result in the need for infrastructure improvements, based on assumptions and a limited study. The Engineering Division plans to continue discussions with Community Development to better understand the demands of the district and to better understand the impact on the City's infrastructure.

Traffic analysis and the requirements and potential road improvements for any new development will be determined on a site-by-site basis for any property proposed to be developed or redeveloped in the new district. Applicants proposing a new development will need to prepare either a Traffic Impact Statement or Traffic Impact Study as a result of an anticipated number of trips as defined by the Site Plan and Development Manual. Pedestrian improvement opportunities are being considered along the Grand River Avenue Corridor as a part of a larger study that is being contemplated.

Natural Features

The attached maps from the City's mapping portal show that there are regulated wetland and woodland at various locations throughout the subject area. The City's maps provide an approximation of the location of the woodlands and wetlands without specific surveying of those areas. The actual location of any woodlands and wetlands will need to be field verified by applicants with the submittal of any site plan for the parcels, and verified by the City's consultants. Any proposed impacts to these natural features will be reviewed and discussed during the site plan submittal for any project on the property, and follow the typical standards for review and approval according to the City's ordinances, including Wetland and Woodland permitting.

Submittal Requirements

The City's Department of Public Works staff has placed the rezoning signs on properties along the Grand River Avenue corridor and at Beck Road and Taft Road, in accordance with the public hearing requirements for the proposed rezoning. Staff has verified the locations and language provide on the signs that meet the standards of the City's Site Plan and Development Manual.

_____

Lindsay Bell*, AICP,* Senior Planner
Barbara McBeth, *AICP*, City Planner

UTILITY DEMAND MEMO

MEMORANDUM

TO: VICTOR CARDENAS, INTERIM CITY MANAGER

FROM: BEN CROY, CITY ENGINEER

SUBJECT: CITY WEST DISTRICT UTILITY DEMANDS

DATE: JUNE 8, 2023

The Department of Public Works Engineering Division has been working with the Community Development Department projecting assumptions regarding anticipated utility demand within the proposed City West District (Grand River between Beck Road and Taft Road). Based on these discussions, the City West District potential development is estimated to demand 1,550 REUs for water service. One REU (Residential Equivalency Unit) equates to the utility demand from one single-family home. Water system improvements will be required to maintain adequate water pressures in the western limits of the city regardless of whether the area develops as proposed or as currently zoned. No improvements are anticipated to be required for the sanitary sewer system.

The City West District is located within the Intermediate Pressure District. Other areas in this pressure district (Section 18 and Sections 29-32) along the western extremities of the city currently maintain pressures and flow rates on the low end of desired ranges and could drop below minimums as demand in other areas increase. This future condition was identified and evaluated in the 2014 Water Master Plan Update. At that time, several projects were recommended to address the need for improvements with additional development. The attached map and table from the 2014 update have been updated with capital projects completed by the City or as part of private development projects. The attached also includes proposed projects which complete the entire water system improvement plan. The proposed improvements include ~9,100 feet of water main along Eight Mile, Napier and Nine Mile (referred to as the Southwest Loop projects #091-14, #091-23, #091-15 considered Phase 1), and the decommissioning of a pressure reducing valve, estimated at $4-5M and $200k, respectively.

Coincidentally, around the same time the City West District was being discussed, a new residential development, Parc Vista, was being proposed in the southwest portion of the City on Eight Mile west of Garfield. During the design of this site, staff identified the need for system improvements to maintain the desired minimum flows of 2,000 GPM required for fire protection. The addition of the Southwest Loop will increase flows above this standard and eliminate a long dead-end in the system. Elimination of dead ends is good standard practice to avoid water quality issues, decrease pressure fluctuations and provide redundancy (same as GLWA's regional redundancy main project only scaled to Novi system). Additionally, the Southwest Loop would provide water service to the ITC Sports Park in the future if desired.

As the City develops, system demands are continuously evaluated to identify appropriate infrastructure improvements. Like the improvements discussed above, numerous projects have been identified in the 2014 or earlier master plans, and as additional demand is anticipated, these projects can be implemented. Occasionally private development fills

gaps in the system, but there is no significant private development to make the Southwest Loop. Therefore, staff recommends executing these projects as capital improvements per the Master Plan. Just as the Island Lake Booster Station (#IL-07) was completed as the first step in expanding the west side system, staff continues to evaluate needs as they arise, versus implementing unnecessary improvements. These proposed pressure district expansions have appeared in the CIP at various times, most recently back in FY 2019-20. Consequently, the projects were removed as the certainty of the proposed developments was not confirmed.

Per the Master Plan the Island Lake Pressure District Expansion has been planned for completion in two phases, the first of which Phase 1 is discussed herein. The second phase would complete the district expansion (projects #IL-01, #IL-04, #IL-05) and would be implemented at the appropriate time based on system modeling following further development.

CITY WEST ORDINANCE 18.296

ADOPTED MAY 20, 2024

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

ORDINANCE NO. 18.296

AN ORDINANCE TO AMEND THE CITY OF NOVI CODE OF ORDINANCES, ORDINANCE 14-271, THE CITY OF NOVI ZONING ORDINANCE, AS AMENDED, AT ARTICLE 3.0 ZONING DISTRICTS, ADD SECTION 3.1.30 TO ESTABLISH THE CW – CITY WEST DISTRICT, SECTION 3.33 CITY WEST REQUIRED CONDITIONS, SECTION 3.34 CITY WEST MIXED USE DEVELOPMENT OPTION, RENUMBERING GENERAL EXCEPTIONS TO SECTION 3.35, AND TO AMEND ARTICLE 4.0 USE STANDARDS, SECTION 4.12 GROUP DAY CARE HOMES, DAY CARE CENTERS AND ADULT DAY CARE CENTERS, SECTION 4.24 DRY CLEANING ESTABLISHMENTS, SECTION 4.27 RETAIL BUSINESS OR SERVICE ESTABLISHMENTS, SECTION 4.28 HOTELS AND MOTELS, SECTION 4.31 VETERINARY HOSPITALS AND CLINICS, SECTION 4.35 MICROBREWERIES AND BREWPUBS, SECTION 4.62 INSTRUCTIONAL CENTERS, AND SECTION 4.81 FINANCIAL INSTITUTIONS. ALL BEING DONE TO CREATE AND ADD REQUIREMENTS FOR THE CITY WEST (CW) DISTRICT. AMEND ARTICLE 2, SECTION 2.2 DEFINITIONS, TO ADD A DEFINITION FOR WORKFORCE HOUSING. AMEND ARTICLE 3.0 ZONING DISTRICTS, SECTION 3.1.15 EXO EXPOSITION OVERLAY DISTRICT AND 3.25 EXO OVERLAY DISTRICT REQUIRED CONDITIONS, TO CHANGE THE UNDERLYING ZONING OF THE EXO OVERLAY DISTRICT TO CITY WEST.

THE CITY OF NOVI ORDAINS:

Part I.
That the City of Novi Zoning Ordinance, as amended, Article 3.0, Zoning Districts, Section 3.1 Districts Established, is hereby amended to add a new district as number 30 CW City West District.

Part II.
That the City of Novi Zoning Ordinance, as amended, Article 3.0, Zoning Districts, Section 3.1 Districts Established, is hereby amended to add section 3.1.30 as follows:

3.1.30 CW City West District

A. Intent and General Provisions

1. Description of the District. The City West district permits a mix of uses, including amusement and entertainment uses, office, commercial, and multiple-family housing, that are appropriate within the context of the City West area. Key design concepts include multiple-story buildings that frame the internal street network, a corridor of buildings massed along Grand River Avenue, shared access and parking, a mix of uses including commercial and multi-family residential, and public gathering spaces.

Buildings should have high-quality materials and allow for changing uses over time. Development will be pedestrian-oriented, with a high degree of transparency on the ground level and functional, attractive outdoor amenities such as plazas and pocket parks with seating and lighting. Parking is placed to the side or rear of main buildings, preferably in parking structures, driveways are consolidated from the major thoroughfare, and on-street parking is permitted on secondary streets.

2. Intent. The intent of the City West district is to encourage high-quality and distinctive development that will complement and support nearby areas. The district will reflect an inviting and vibrant identity for this area of the City's Grand River Corridor while implementing land use planning and development techniques that result in a pleasing, compatible, visual presence. Assembly of small lots and long, narrow lots into larger development parcels is anticipated and encouraged to provide coordinated development with consolidated access points. Minimum lot and frontage thresholds are established for the mixed-use development option to further this objective. Shared parking is strongly encouraged, and vehicular and pedestrian connections between sites is expected.

   The district allows a wide range of principal uses. In conjunction with different height, area, and bulk standards, this should increase development and re-development opportunities that will look demonstratively different than existing uses.

   Additionally, some of the objectives of the district are intended to be accomplished or facilitated by the establishment of an optional development approval process, the Mixed-Use Development Option (MDO). Under this optional form of development:
   - Mixing of uses is permitted, either vertically or horizontally.
   - Building heights are greater than most traditional commercial districts in the city.
   - Floor area ratios and densities are increased to allow economies of scale.
   - Required setbacks are reduced to encourage a development pattern that frames the primary street frontage.

   Under the MDO concept, a wider variety of retail, commercial, office, and residential uses and open spaces are permitted, to further the creation of a dynamic mix of compatible uses. As a trade-off for this greater flexibility, regulations regarding streetscape and landscape design, provisions for parking facilities, architectural and façade design, multi-family residential dwelling units, and setback standards are incorporated into the district, resulting in a mix of some form-based standards and more conventional guidance. See the City West Design Guide for examples of the development vision and guidelines for projects in this district. The MDO, if successfully implemented, should:

   - Encourage the use of land in accordance with its character and surroundings;
   - Conserve natural resources and natural features;
   - Encourage innovation and creativity in land use planning;
   - Enhance pedestrian and cycling activity within the district and to surrounding destinations;

- Provide enhanced housing, cultural, and recreational opportunities for the people of the City; and
- Bring about a greater compatibility of design and use between and among neighboring properties.

B. Principal Permitted Uses –

i. Offices, including professional, medical (including labs and clinics)
ii. Municipal uses, such as post offices and similar governmental office buildings
iii. Day care centers (4.12.2)
iv. Financial institutions (4.81)
v. Retail business or service establishments, including restaurants (4.27)
vi. Business schools and colleges or private schools operated for profit (4.27)
vii. Instructional Centers (4.62)
viii. Outdoor theaters, plazas, parks, public gathering places, farmers markets and like public facilities
ix. Art galleries, museums, and non-profit community centers
x. Personal service establishments
xi. Private recreational facilities, indoor or outdoor
xii. Publicly owned and operated parks, pathways, and recreational facilities
xiii. Transit station
xiv. Brewpubs and Microbreweries (4.35)
xv. Outdoor restaurants (4.84)
xvi. Principal uses similar to those listed above, as determined by the Planning Commission
xvii. Off-street parking lots and structures (not to include vehicle storage)
xviii. Accessory structures and uses customarily incidental to the above permitted uses, except drive-through windows (4.19)

C. Mixed-Use Development Option Permitted Uses –

i. Any of the Principal Permitted Uses above
ii. Multiple-family residential
iii. Live/work units
iv. Hotels (4.28.1) – North of Grand River Only
v. Business establishments which perform services on the premises
vi. Health and fitness clubs, public or private
vii. Dry Cleaning Establishments or Pick Up Stations (4.24)
viii. Other uses similar to the above uses subject to conditions noted
ix. Accessory structures and uses customarily incidental to the above permitted uses (4.19)

D. Special Land Uses

i. Amusement and entertainment uses, including theaters, athletic and performing arts venues
ii. Private clubs, organizations, cultural facilities, and lodge halls
iii. Places of worship
iv. Drive throughs, as an accessory to a permitted use (Sec. 5.3.11)
v. Veterinary hospitals and clinics (4.31)

E. Development Standards

Lot size, Lot Coverage, Lot width:
See section 3.6.2.D

Open Space:
Minimum Gross Open Space: 15% (see Section 3.33.4.1.F)
Minimum Usable Open Space: 150 sq ft per dwelling unit

Building Setbacks

Minimum front yard setback: See Section 3.33.1.E

Minimum rear yard setback: See Section 3.33.1.E

Minimum side yard setback: See Section 3.33.1.E

Building Height

Minimum building height: 20 feet

Maximum building height: 2 stories

Parking Lot Setbacks

Front yard setback: Front yard parking is not permitted, unless it is on-street, except as otherwise provided. See Section 3.33.1.E

Rear yard setback: 10 feet; If adjacent to existing residential zoning district a minimum of 50 feet is required

Side yard setback: 10 feet; If adjacent to existing single family residential zoning district a minimum of 100 feet is required

3.6.2 Applicability of Notes to District Standards

- City West Districts: D, M

Part III.
That the City of Novi Zoning Ordinance, as amended, Article 3, Zoning Districts, is amended to add a new Section 3.33, City West Required Conditions, as follows in its entirety:

3.33 City West District REQUIRED CONDITIONS

1. The following standards shall apply to all uses permitted in the district except as indicated otherwise in this ordinance, or where different or additional standards are either authorized or required for developments utilizing the Mixed-Use Development Option (MDO) in Section 3.34.

A. Site Plans. Site plans shall be submitted for preliminary approval by the Planning Commission, in accordance with the provisions of this ordinance and other applicable ordinances in Section 6, unless the proposed plan qualifies for administrative review per Section 6.1.C.

B. Nonconforming Uses and Buildings: A use or structure that is lawfully operating/existing as of the date this Section takes effect shall be considered a legal non-conforming use, so long as it remains otherwise lawful, subject to the following:

   a. Such uses may be enlarged or increased by up to 10 percent of the existing total floor area, provided the resulting total floor area does not exceed the maximum floor area ratio of 0.275 as described below.
   b. Any changes to the building or site at these locations that require site plan approval as described in Section 6.1 shall also require Planning Commission approval under the requirements of the Special Land Use permit approval provisions of that Section.

C. Maximum floor area ratio (FAR): The maximum FAR (ratio of gross square feet of building area to gross land area of site, less prescribed right-of-way) shall be 0.275. Where an addition is proposed to an existing structure, the total resultant structure or combination of structures on-site shall be used in the calculations.

D. Building and Parking Setbacks: Building and parking setback requirements, except as otherwise specified herein, shall be as noted in the table below, as measured from the future Right-of-Way line. These setback requirements may be reduced or increased by the approving body where strict adherence would serve no good purpose or where the overall intent of the district would be better served by allowing a lesser or greater setback, provided that:

i. An increase or reduction of a setback will not impair the health, safety or general welfare of the city as related to the use of the premises or adjacent premise,

ii. The increase or reduction of the setback along a common parcel line between two premises would result in a more desirable relationship between a proposed building and an existing building,

iii. The increase or reduction of the setback would create a more desirable viewshed along the corridor, and

iv. The adherence to the required setback would result in the establishment of non-usable land area that could create maintenance problems.

3.33.1.E. Setback Requirements for CW Districts		
Arterials (Grand River, Beck)	**Minimum (feet)**	**Maximum (feet)**
Building - Front	20	65
Building - Exterior side[1]	20	65
Parking[4]	20	None
Nonresidential collectors and local streets	**Minimum (feet)**	**Maximum (feet)**
Building – Front	10	20
Building - Exterior Side[1]	0	none
Parking (rear and side yard)[4]	10	none
Private Drives, Aisles & Shared Access Drives	**Minimum (feet)**	**Maximum (feet)**
Building – Front	10	none
Building - Exterior Side[1]	10	none
Parking (rear and side yard)[4]	10	none
I-96 Highway ROW	**Minimum (feet)**	**Maximum (feet)**
Building[1]	75	none
Parking[4]	30	none
Adjacent to Single Family	**Minimum (feet)**	**Maximum (feet)**
Building – Non-residential use	100	none
Building - Residential use	100	none
Parking (rear and side yard)[4]	100 feet	none
Notes to Table		

1. Rear and interior side yard building setbacks are not prescribed, except as noted or as necessary to meet landscaping or other requirements, or where the Planning Commission or City Council determines buildings or parking require additional distance for safety, protection of natural features, or to enhance compatibility.
2. Distance Between Buildings: Buildings with a front-to-front relationship shall have a minimum separation of forty (40) feet. Buildings with a front-to-rear or front-to-side relationship shall have a minimum separation of thirty (30) feet. All other buildings shall have a minimum separation of twenty (20) feet, or thirty (30) feet for buildings sixty (60) feet or more in height, unless otherwise provided for in these district regulations.
3. The front yard setback shall be increased at intersections where necessary to obtain the appropriate clear vision area. Clear vision area shall comply with standards set forth in Section 5.9, Corner Clearance, or any more restrictive standards adopted by the Road Commission for Oakland County (RCOC).
4. Parking Setbacks.
    a. Front yard off-street parking is generally not permitted as it detracts from the intent to create a pedestrian-oriented district. If parking in the front yard is determined to be essential to the site layout and uses, it shall be limited to one bay of parking and observe a minimum of a 10-foot setback with greenbelt. Surface parking lots shall be screened from all major thoroughfares by: (1) a two and one-half (2.5) foot ornamental brick or stone wall with intermittent landscaped breaks; or (2) semi-transparent screening such as brick pilaster with metal decorative fence in order to maintain attractive streetscapes as approved by the City's Landscape Architect. Landscaping, 12 - 36 inches in height, along the street side of walls or fences shall be provided.
    b. Side yard parking adjacent to a front yard shall be setback from the front façade of the building by a minimum of five (5) feet. See illustration in Section 3.11.6.A. Screening as described above is required.
    c. Off-street parking areas may be located within the exterior side yard along arterial roads if the primary building is oriented to front on a non-residential collector or local street. If parking is located in a side yard, the minimum setback of at least twenty (20) feet is required from the right-of-way line of any major thoroughfare, presently existing or as planned by the Road Commission for Oakland County or the City of Novi Master Plan.
    d. Off-street parking areas adjacent to a single-family district shall be screened with a 5-foot wall or landscaped berm.

F. Height. Buildings shall be a minimum of 20 feet with quality architectural design and a maximum of two stories, except as otherwise provided under the MDO. Uncovered roof seating areas for restaurant uses may be permitted by the Planning Commission upon a demonstration by the applicant that such seating would not jeopardize public safety and/or privacy of adjoining uses and would

not result in any other adverse consequences to the surrounding area, and particularly to residential uses.

G. Pedestrian Development Amenities. Proposed developments, through innovative planning, design, and architecture, shall create a significant pedestrian orientation in keeping with the intent and purpose of the district and shall take into consideration the City West Design Guide recommendations. There shall be a system of pedestrian connections within and between all developments to enable pedestrians to safely and conveniently access nearby destinations. Benches, plazas, landscaping and other features to create attractive micro-destinations are required. Stubbed sidewalk connections to undeveloped adjacent parcels shall be provided at suitable locations.

H. Sidewalks and Bicycle Facilities. Sidewalks with a minimum width of 6 feet are required abutting any street or internal road, and shall be placed at least 5 feet from the curb where street trees are required. Along major thoroughfares sidewalks shall be 8 to 10 feet wide as shown in the Active Mobility Plan. Sidewalks are also required between vehicular parking areas and building facades with pedestrian entrances. Bicycle parking shall meet or exceed the standards set forth in Section 5.16, and bike paths shall be provided in accordance with the Active Mobility Plan.

I. Open Space. A minimum of fifteen (15) percent of the gross site area of a commercial or mixed-use development shall be devoted to publicly accessible, permanently landscaped usable open spaces and pedestrian plaza areas (such as internal walkways, linear or pocket parks, plazas, or other space for gathering accessible to occupants and invitees). Small strips of landscaped area, landscaped end islands in parking lots, and similar areas that are less than 20 feet wide shall not be counted toward the required open space on the site. All landscaped open spaces and pedestrian plaza areas shall be maintained by the owners of the development it serves.

Up to 50 percent of the required open space may consist of areas that are regulated by City of Novi woodland and/or wetland ordinances if they are permanently protected by conservation easements. Wherever open spaces shall be created or preserved, they shall be physically connected, when possible, to adjacent open space areas.

Usable open spaces required for multi-family development units may count toward the 15 percent requirement if the spaces are publicly accessible (e.g., not private patios, roof decks, balconies, fitness rooms and clubhouses) and part of an integrated development plan. Usable open spaces must be clearly designed for active or passive recreational or leisure use and have a minimum dimension of

twenty feet in every direction (private spaces like patios or balconies may be less). Open space intended to serve all the units of a project shall be accessible and convenient to all units. Private open space shall be accessible and convenient to the units intended to be served. Active recreational facilities for children in appropriate projects are encouraged, and shall be a minimum of 250 square feet.

J. Facades. All sites in the City West districts are subject to Region 1 standards of Section 5.15. In addition, all exterior walls of any main or accessory building shall be composed of the same or complementary architectural building facade materials as others on the site. Exterior building facades shall be primarily of brick or stone, which may be augmented by materials complementary to brick or stone. When renovations, alterations, or additions are made to an existing building within the City West district, the exterior building facades of the entire building shall be brought into compliance with this subsection.

Architectural design and facade material are to be complementary to existing or proposed buildings within the site and the surrounding area. It is not intended that contrasts in architectural design and use of facade materials is to be discouraged, but care shall be taken so that any such contrasts will not be so out of character with existing building designs and facade materials so as to create an adverse effect on the stability and value of the surrounding area.

K. Parking, Loading, Landscaping, Lighting, etc. All sites must comply with Article 5, Site Standards, regarding all applicable requirements, including off-street parking, landscaping, exterior lighting, and buffers/walls, as those standards relate to uses permitted in the City West district, except as otherwise stated. Notwithstanding the above, loading and unloading may be in a side or rear yard, and shall be located as to be inconspicuous and properly screened. The approving body may modify the size requirement for a loading area, an alternate location, or approve a shared loading area between buildings, when the applicant provides ample justification that the uses proposed will be adequately served.

In those areas where on-street parking is permitted, off-street parking requirements may be reduced by the number of on-street parking spaces adjacent to a use. Parking requirements may be reduced when the approving body determines that given parking areas serve dual functions by providing parking capacity for separate uses which have peak parking demand periods which do not overlap. The applicant shall submit a Shared Parking Study based on requirements set forth in Section 5.2.7 to provide justification for the request. Applicant shall also provide information on cross-access and maintenance agreements.

In those instances when a parking structure, underground parking or municipal parking lot is constructed pursuant to a special assessment district, a parking

exempt district shall be created for that area served by the improvement and assessed for its cost.

L. Vehicular Access. Vehicular access to a development site shall be designed to provide safe and efficient distribution of traffic to and from the site and should form a logical street network connecting to adjacent parcels in the district where appropriate. Access design that results in an undue intensification of traffic congestion shall be prohibited. Multiple curb cuts onto major arterials is discouraged.

M. Street and Roadway Rights-of-Way. Nonresidential collector and local streets within the City West district shall provide rights-of-way and road cross sections consistent with the City's Design and Construction Standards. Additional rights-of-way area shall be provided where boulevards, squares or traffic circles are created. The local street network shall be designed to accommodate motorized and non-motorized users.

N. Storm Water Detention. The use of underground and shared storm water facilities meeting all relevant standards should be used to the extent feasible to achieve permitted densities while protecting existing natural resources.

Part IV.
That the City of Novi Zoning Ordinance, as amended, Article 3, Zoning Districts, is amended to add a new Section 3.34, Mixed Use Development Option for the City West District, as follows in its entirety:

3.34 Mixed Use Development Option (MDO) for the City West District

1. Intent and General Application. The MDO expands the number and kind of uses permitted in the district. In addition to permitting quality residential development and facilitating mixed-use developments, including multiple-family residential, office, and commercial uses, this optional form of development allows for increased building height—up to 110 ft—and increased floor area ratios (FAR), as well as the opportunity to deviate from height, area, and bulk standards provided the deviations benefit the development and are considered in context with the surrounding area.

   The granting of a Mixed-Use Development Option application requires review and recommendation by the Planning Commission and approval of the City Council, under the process contemplated in MCL 125.3503. As part of the review and appeal process, and in light of the potential additional uses and flexible building standards, the development may be subject to certain conditions, and will have to demonstrate conformance with the Design Guide adopted by the City as part of this ordinance.

   For purposes of this Section 3.34, the "City West North" area shall be that part of the district north of Grand River Avenue, and the "City West South" shall be that part of the District south of Grand River Avenue.

2. Uses permitted subject to approval of a Mixed-Use Development Option

A. For developments utilizing the Mixed-Use Development Option (MDO) the uses listed under Section 3.1.30.B, C, and D will be permitted, with a minimum combination of two distinct use classifications. Multiple-family residential dwellings, including senior, age-qualified, or independent housing, may be proposed as a stand-alone use.
B. MDO Projects with a single use may be considered for density reserved for mixed-use projects if there is a clearly designed relationship between complementary uses, including direct pedestrian connections and building entrances located within 300 feet measured along the pedestrian route.

3. Eligibility Criteria

A. MDO projects shall require the applicant to demonstrate that each particular use (or single use, as applicable), as well as the quantity and location of such use(s), would result in a reasonable and mutually supportive mix of uses on the site, and a compatibility of uses in harmony with the surrounding area and other nearby areas of the City, as intended in this Article.
B. Minimum acreage for a project is five (5) acres, unless varied by City Council approval with a demonstration by the applicant that the proposed development on less land meets the standards of Section 3.34, and subsections 3.33.1 and 3.33.3, and that the proposed development exemplifies the intent of this Article as stated in Section 3.1.30.A and the Design Guide.
C. Minimum public road frontage is three hundred (300) feet unless varied by City Council.

4. General Approval Standards

A. As part of the application and review for site plan approval, the applicant for the MDO must demonstrate the following:
    i. The project will result in a recognizable and substantial benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved by a traditional development.
    ii. Relative to a development otherwise permissible as a Principal Permitted Use under Section 3.1.30.B, the proposed type and density of development shall not result in an unreasonable increase in the use of public services, facilities and utilities, and shall not place an unreasonable burden upon the subject and/or surrounding land and/or property owners and occupants.
    iii. The layout of the site is designed to minimize the negative impact on existing natural features, including woodlands and wetland areas. Where buffers to adjacent uses are required, preserving existing natural features is a preferable strategy to replacement and mitigation if appropriate visual and audible screening can be achieved.
    iv. Based upon the proposed uses, layout and design of the overall project, the proposed building facade treatment, the proposed landscaping treatment and the proposed amenities, the MDO project will result in a material enhancement to the area of the City in which it is situated.

v. The proposed development will not have a materially adverse impact upon the Master Plan for Land Use of the City and will be consistent with the intent and spirit of this Section.

vi. Each proposed use in the development, as well as the size and location of such use, will result in and contribute to a reasonable and mutually supportive mix of uses on the site, and/or a compatibility of uses in harmony with the surrounding area and other nearby areas of the City.

vii. The land area proposed for development represents a cohesive and logical consolidation of parcels to allow a coordinated project to be brought forward.

viii. The proposed development will be under single ownership and/or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance. This provision shall not prohibit a transfer of ownership and/or control, upon completion of one or more phases or upon 1) due notice to the City Clerk, 2) appropriate and customary approval by other City officials and 3) financial guarantees for completion of improvements.

5. Project Design Standards. The following design standards shall apply to MDO projects:

A. General Design Standards. The following design standards shall apply to all projects:

i. Permitted non-residential uses may be allowed in combination with other permitted non-residential or residential uses, based upon a layout and integrated plan approved as part of the site plan.

ii. The design standards for non-residential uses shall be based upon the regulations in this Ordinance applicable to the corresponding uses, provided that modified design standards may be approved by the City Council based upon a demonstration by the applicant of the following, and the findings of Section 3.34.7.A.i.d:

a. The proposed uses will complement and support the intent of the City West district, the convention center and other established uses within this area of the City.

b. The project has shown that design coordination and connection with adjacent property, developed or not, has been accomplished.

c. An attractive street-level environment has been achieved that focuses on the pedestrian experience and provides public space amenities, with recommendations from the Active Mobility Plan incorporated.

d. Vehicular safety provisions and controls have been applied particularly with regard to access to major thoroughfares.

e. Aesthetic quality is improved in terms of design, exterior materials and landscaping, including internal compatibility within the development as well as its relationship to surrounding properties to accommodate future development.

f. Preservation of natural features is achieved.

iii. There is underground installation of utilities, including electricity and telecommunications facilities, as found necessary or appropriate by the approving body.

iv. In order to provide efficient circulation and reduce driveways and curb cuts along Grand River Avenue, all development sites fronting Grand River Avenue shall be constructed to maximize traffic safety. Toward this end, to the extent feasible internal access drive networks shall be established and utilized as local streets. The shared access drives shall be privately owned and maintained, have a cross-section meeting the City's local street standards, and shall be governed by a cross-access agreement that provides for public access at all times and shall be recorded with the Oakland County Register of Deeds after review and approval by the City Attorney.

The shared access drive shall be a minimum of twenty-eight (28) feet wide (from back of curb) and shall be placed within a thirty-six-foot (36) (minimum) private easement. Parallel parking may be permitted along said shared access drive provided an access aisle of 26 feet is maintained. The local street network shall be designed to accommodate motorized and non-motorized users.

The City Council may waive the requirement for a shared access drive where it is not feasible to extend it to another property due to 1) environmental limitations, 2) incompatible adjacent development, 3) shallow lots, or 4) other unique site features.

v. The City Council shall resolve ambiguities in the interpretation of applicable regulations using the Zoning Ordinance, Master Plan, the Design Guide, and the intent of this Article and other City standards or policies as a guide.

B. Bonus height. Buildings in an MDO project may exceed the height stated in the Development Standards, except those buildings located within 300 feet of a single-family district, subject to the following:

i. Bonus height may be granted under the following circumstances:
   a. If underground or structured parking is provided, the maximum height of the building may be increased up to 2 additional floors (1 story per 125 spaces provided);
   b. If dedicated Open Space or preservation of natural areas is provided in excess of 25 percent of the total site area, the maximum height of the building may be increased an additional story.
   c. The provision and use of energy and water efficient design, water conservation, reuse and preservation of resources, and sustainable lifestyle solutions such as electric vehicle charging or integration of solar arrays. Applicants shall provide a narrative explaining how

sustainability elements will be incorporated and quantify the impacts of those strategies. For qualifying for LEED (Leadership in Energy and Environmental Design) certification, or equivalent for green building strategies, the maximum height of the building may be increased (up to 2 stories for Platinum).

d. Providing 15 percent or more residential units targeted for workforce housing as defined in Section 2 (1 story bonus).

ii. Building height, including bonuses earned, shall not exceed one hundred fifteen (115) feet or 8 stories, whichever is less, in the City West North area or 55 feet or 4 stories, whichever is less, in the City West South area.

iii. Buildings utilizing this subsection shall be designed to minimize their impact on surrounding existing uses and roadways, including, but not limited to, building design elements such as variation in building materials, mitigation of exterior and interior building lighting, and utilization of building relief strategies (including step-backs of higher stories).

iv. For all buildings utilizing bonus height strategies above, the City Council, following a recommendation by the Planning Commission, shall make a finding that the additional height will complement and be compatible with the vision for the district with respect to the size, height, area, and configuration of adjacent or surrounding parcels and structures and any other relevant characteristics and interest. The City Council shall determine whether the architectural design of the buildings provides adequate building relief to minimize the mass and height of the building and will not have a negative impact on the goal of creating a cohesive, walkable district.

6. Required Site Development Conditions for MDO projects

A. The required conditions listed within Section 3.33 must be met except as otherwise permitted within this Section 3.34

B. The following standards are required for residential-only buildings, either as a component in a mixed-use or a single-use development:

i. All residential structures shall have a minimum of two (2) stories or equivalent height.

ii. The minimum distance between townhouse buildings shall be twenty (20) feet. No more than eight (8) attached townhouse units in a single building.

iii. The minimum distance between multifamily buildings shall be one-half (1/2) the height of the taller building.

iv. The length/depth of a building shall not exceed four (4) times the height of the building.

v. Private community swimming pools and similar private amenities shall not require additional parking spaces except for barrier free spaces.

vi. Off-street parking shall not be placed within ten (10) feet of any wall of a dwelling structure. Units that have garages may be permitted parking on garage aprons if parking space dimensions are met without encroaching on sidewalks.

vii. Landscaping for residential-only buildings (See Section 5.5 for definitions):
   a. Multi-family Unit Trees: 1.5 trees per first floor unit
   b. Multi-family Unit Shrubs: 2 shrubs per first floor unit
   c. Interior Street Trees: 1 canopy tree per 50 linear feet (less driveway widths)

viii. Parking requirements:
   a. Studio and 1-bedroom units: 1 space per unit
   b. 2+ bedroom units: 2 spaces per unit

C. The following additional site development conditions shall apply to all MDO projects:
   i. Commercial and office uses may occupy any number of total floors within a building used for residential uses. No commercial or office use shall be located on the same floor as residential use, unless it is considered a live work unit, and no floor may be used for commercial or office purposes which is located above a floor used for residential purposes.
   ii. All trash receptacles and trash collection areas shall be screened from view and shall not be placed within ten (10) feet of any wall of a dwelling structure which contains openings involving living areas.
   iii. HVAC units that are not placed on the roof of a structure must be located away from openings to dwellings, including windows, and must be screened from view.
   iv. Buildings may be permitted to have parking on the ground level of the building. The parking inside the building must be aesthetically and effectively screened from view through architectural design, landscaping, or other means, from adjacent drives, walkways and buildings, and particularly from the street level view.

D. The following densities/intensities shall be permitted based on mixed-use or single-use developments:

Table 3.34.6.D Development Density/Intensity – Based on Net Site Area			
	Residential Only	Mixed-Use Developments	Mixed-Use Developments
A. Maximum Density[1]		Single Use Building	Multi-Use Building
City West North	20 du/ac	25 du/ac	30 du/ac
City West South	10 du/ac	15 du/ac	20 du/ac
B. Floor Area Ratio[1]			
City West North		2.0 FAR	2.5 FAR
City West South		1.0 FAR	1.5 FAR

C. Maximum Building Height[2]			
City West North	65 feet	65 feet	65 feet
City West South	35 feet	45 feet	45 feet
D. Minimum Building Height[2]			
City West North	35 feet	40 feet	40 feet
City West South	25 feet	25 feet	35 feet

Notes to Table

1. For all development, density/intensity shall be calculated for the net site area of the development.
2. All structures within 200 feet of a one-family residential district shall be limited to 35 feet in height. Any structure more than 200 feet but less than 300 feet of a one-family residential district shall be limited to a maximum of 45 feet or three stories. In all other locations building height may be exceeded with bonus height as described in subsection 3.34.5.B.
3. Buildings with a front-to-front relationship shall have a minimum separation of 40 feet. Buildings with a front-to-rear or front-to-side relationship shall have a minimum separation of 30 feet. All other interior buildings shall have a minimum separation of 20 feet, or 30 feet for buildings 60 feet or more in height.

E. Landscape Standards at Major Thoroughfares

i. Greenbelt: A landscape planting buffer is required to improve the appearance from the right-of-way, including screening off-site parking and access drive areas.

a. Greenbelt that is adjacent to on-site drives or parking shall be a minimum of 10-feet in width, with a brick wall 3 feet in height to provide screening, and small plantings on the street side. The wall should be placed 3 feet from the curb. Trees should be planted within 4-foot gaps between wall sections.

b. Greenbelt that is not adjacent to parking or drive shall be a minimum of 20 feet in width. No screening wall is required.

c. The following greenbelt landscaping is required: 1 canopy tree per 30 feet or 1.5 subcanopy trees per 30 feet (less drive width). Trees to be evenly spaced.

F. Landscape Requirements for Mixed-Use and Commercial Buildings are shown in Table 3.34.6.F below:

Table 3.34.6.F Landscaping Requirements for Mixed Use/Commercial Buildings	
Location	Minimum Requirement
i. Interior Drives	

Street trees	1 canopy tree per 75 feet[1] on both sides, spaced not closer than 25 feet
Minimum greenspace/tree	200 sf or silva cells (or comparable alternative) with 1,000 ft^3
ii. Foundation Landscaping	
Sidewalk 12 ft or wider	15% of building frontage, 2-3 feet depth
Sidewalk less than 12 ft	None
iii. Open Space	
Paved gathering areas	5% landscaped, including movable planters
Outdoor dining areas	60% of periphery landscaped with permanent planting beds or movable planters
Primarily unpaved areas	1 canopy tree + 1 subcanopy tree + 10 shrubs per 5,000 sf of area
Landscaping feature	1 per 10,000 sf of open space in the development
iv. Parking	
Surface Lots	200 sf & 1 canopy tree per 10 spaces, 15 space contiguous limit
Parking Structures	35% of building frontage (trellis or planted walls can meet requirement)

Notes to Table

1. Measured along linear foot of street/drive, less driveway widths. See Figure 5.5.3.B.ii
2. Buffers are not required between developments within the district, but may be desirable in some circumstances to enhance compatibility between different uses.

5. Review and approval process for all MDO projects

A. Preliminary Application and Review

i. Pre-Application Submittal. Before formal submittal of a MDO plan, the applicant shall apply for and attend a pre-application meeting with the Plan Review Center, and other appropriate officials deemed necessary by the City Planner. Prior to the meeting, the applicant shall provide to the Plan Review Center a conceptual site plan and brief narrative of how the development meets or exceeds the standards of this ordinance and furthers the vision for the district. The Plan Review Center will provide initial comments on the plans.

ii. Preliminary MDO Application.

a. An application to develop under the MDO shall be made to the Planning Commission for its review and recommendation to City Council. The application shall be filed concurrently with a fully documented Preliminary Site Plan. The Preliminary Site Plan shall be completed in

accordance with the review requirements as set forth and regulated in the City's Site Plan and Development Manual and Section 6.1. The MDO plan shall include the information required in subsection 3.34.7.C.

b. In those instances where it is necessary to request rezoning in order to effectuate a MDO plan, an application to rezone shall be made to the Planning Commission for its review and recommendation to the City Council. The application for rezoning shall be completed in accordance with the City's Site Plan & Development Manual.

c. The Planning Commission may proceed simultaneously with review and recommendation on applications for rezoning, MDO plan and Preliminary Site Plan approval, along with any associated permit reviews.

iii. Initial Review. Upon receipt of an application for preliminary site plan, the application shall be reviewed by the Plan Review Center and referred to the Planning Commission and then City Council for initial review. Review shall be conducted at a regular meeting of each body and no public hearing shall be required to be noticed. Members of the Planning Commission and City Council will be able to provide feedback on the plans presented.

iv. Following the initial review, the applicant may choose to make any revisions to the plan and submit revised plans for review by the Plan Review Center before being scheduled for a public hearing before Planning Commission.

v. Planning Commission Public Hearing. Notice of the public hearing shall be given and the hearing held as provided by the Zoning Enabling Act, at which a review shall be conducted. Following such review, the Planning Commission shall provide its report and recommendation to the City Council. In making its recommendation to the City Council, the Planning Commission shall consider:

(1) Consistency with the Master Plan;
(2) Innovative planning and design excellence;
(3) Relationship to adjacent land uses, design form and layout;
(4) Compliance with this Ordinance, including subsections 3.33 and 3.34;
(5) Adherence to the City West Design Guide;
(5) Benefits to the community such as publicly accessible parks and open areas, and public facilities.
(6) Pedestrian and vehicular safety provisions.
(7) Aesthetic beauty in terms of design, exterior materials, landscaping, and natural features, including internal compatibility within the development as well as its relationship to surrounding properties,
(8) Provisions for the future users of the project.
(9) Impacts to existing natural features.
(10) The standards of Section 6.1.2.C for Special Land Uses.

vi. City Council Approval. The City Council shall review the Preliminary Site Plan with regard to the Planning Commission's recommendation and the review requirements and conditions set forth in Section 3.34.4.A. The City Council shall determine whether the proposed plan meets the conditions as set forth in Section 3.33 and 3.34, and the standards of Section 6.1.2.C.

a. As part of its approval of the Preliminary Site Plan, the Council is authorized to impose conditions that are reasonably related to the purposes of this section and that will:
   - Insure public services and facilities affected by a proposed land use or activity will be capable of accommodating increased services and facility loads caused by the land use or activity,
   - Protect the natural environment and conserve natural resources and energy,
   - Insuring compatibility with adjacent uses of land, and
   - Promote the use of land in a socially and economically desirable manner.

   All conditions imposed shall be made a part of the record of the approved Mixed Use Development Option.

b. Deviations From Density, Area, Bulk, Yard, and Dimensional Requirements. As part of approval of a Preliminary Site Plan, the City Council shall be authorized to grant deviations from the strict terms of the zoning ordinance governing density, area, bulk, yard, and dimensional requirements applicable to the property; provided, however, that such authorization to grant deviations shall be conditioned upon the Council finding:

   1. That each zoning ordinance provision from which a deviation is sought would, if the deviation were not granted, prohibit an enhancement of the development that would be in the public interest;
   2. That approving the proposed deviation would be compatible with the existing and planned uses in the surrounding area;
   3. That the proposed deviation would not be detrimental to the natural features and resources of the affected property and surrounding area, or would enhance or preserve such natural features and resources;
   4. That the proposed deviation would not be injurious to the safety or convenience of vehicular or pedestrian traffic; and
   5. That the proposed deviation would not cause an adverse fiscal or financial impact on the City's ability to provide services and facilities to the property or to the public as a whole.

c. In determining whether to grant any such deviation, the Council shall be authorized to attach reasonable conditions to the Site Plan that will:
   1. Insure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased services and facility loads caused by the land use or activity,
   2. Protect the natural environment and conserving natural resources and energy,
   3. Insure compatibility with adjacent use of land, and
   4. Promote the use of land in a socially and economically desirable manner.

All conditions imposed shall be made a part of the record of the approval of the Site Plan.

B. Approved Preliminary Site Plan. Once the Preliminary Site Plan has been approved by City Council, no development shall take place therein nor use made of any part thereof except in accordance with the approved plan or in accordance with an approved amendment thereto. Once approval of the Preliminary Site Plan is granted, the applicant shall proceed with development of the Final Site Plan.

C. Final Site Plan approval. A Final Site Plan shall be prepared and submitted by the applicant for approval. Review and approval shall be administrative unless the City Council requests that the Final Site Plan be submitted to it for review. The Final Site Plan shall:

i. Conform with the Preliminary Site Plan and meet the conditions as set forth in the Council's approval.
ii. Contain all the requirements as set forth in Section 6.1 of this Ordinance and the requirements as set forth in the City's Site Plan and Development Manual.
iii. The dedication of public rights-of-way or planned public open spaces, where proposed on the site plan or as may be otherwise required, shall have been made.
iv. In residential use areas, any proffered open space has been irrevocably committed to be retained as open space for park, recreation and related uses, and that all such lands meet the requirements of the City.
v. Where applicable, road easements or rights-of-way have been provided.

D. Site Plan Revisions. Revisions to an approved Preliminary Site Plan or Final Site Plan shall require re-submittal of plan revisions to the City for review. Such revisions shall be resubmitted to the Planning Commission and City Council for review and approval, except those revisions permitted to be reviewed administratively under Section 6.1.1.C. Revisions requiring Planning Commission and City Council review shall include physical changes to the exterior building wall façade materials or layout alterations that will significantly change the appearance of a building or site, as determined by the City Planner. The Planning Commission and City Council, in making a review of a revised site plan, shall find that any such revisions forwarded to them for review and approval, meet all the minimum requirements of this Section, including general intent.

E. Phasing: Where a project is proposed for construction in phases, the planning and designing shall be such that, upon completion, each phase, considered together with other completed phases, shall be capable of standing on its own in terms of the presence of services, facilities, and open space, and shall contain

the necessary components to insure protection of natural resources and the health, safety, and welfare of the users of the planned mixed use development and the residents and property in the surrounding area. Sidewalks and pathways shall be completed to avoid dead ends within the site. Plans shall clearly illustrate what is to be included in each phase. The Council may require performance guarantees in accordance with Chapter 26.5 to ensure that permanent facades are constructed. In developments which include residential and non-residential uses, phasing shall be consistent with the following:

i. At least thirty (30) percent of all proposed residential units and non-residential floor area shall be constructed no later than concurrent with the first phase of construction.
ii. At least an additional thirty (30) percent of all proposed residential units and twenty (20) percent of non-residential floor area shall be constructed no later than concurrent with any second phase construction; and
iii. The balance of all proposed residential units shall be constructed no later than concurrent with any third phase of construction. For purposes of implementing the residential/non-residential phasing requirements set forth above, the percentages shall be reasonable approximations, as determined in the discretion of the City Council, and such percentages may be substantially modified should the City Council determine in its discretion that the applicant has presented adequate and effective assurances that both residential and non-residential component(s) of the development shall be completed within a specified period.

8. Plan Information

A. MDO Preliminary site plans shall include the following:

i. All requirements listed in the City's Preliminary Site Plan Checklist
ii. Statement of intent of proposed use(s) of land and any phasing of the project, including anticipated completion dates.
iii. Evidence of market need for the use(s) and economic feasibility of the project.
iv. Qualifications of applicant/developer including information of past projects, size, location, type etc.
v. A Contextual plan sheet with the general layout and all uses within 300 feet of the property lines to demonstrate the proposed project in context with the surroundings.
vi. Existing and proposed right-of-way width of all adjoining and internal roads, and layout of all internal roads and drives.
viii. vii. A traffic study, prepared in accordance with the City's Site Plan and Development Manual requirements, shall be submitted, unless

such requirement is waived by the Plan Review Center during pre-application conference. Proposed acceleration, deceleration, and passing lanes.

ix. All parking areas and number of spaces and any requests for shared parking reductions. The City may permit the use of a flexible shared parking formula if a Shared Parking Study is submitted and accepted by the City Council, after review and recommendation by the Planning Commission and City's traffic consultant.

x. The size and location of areas to be preserved as open and recreational space and intended programming of those spaces.

xi. Demonstrated adherence to the recommendations of the Active Mobility Plan.

xii. Density calculations, number and types of units (if applicable), and floor area per habitable space for each use proposed.

xiii. Fair representation of each type of use, square footage or acreage allocated to each use, locations of each principal structure and use in the development, setbacks, typical layout and elevation for each type of use.

xiv. Specification of each deviation from the applicable ordinance regulations which will be sought to be approved, and the safeguards, features and/or planning mechanisms proposed to achieve the objectives intended to be accomplished by the regulations from which a deviation is being sought.

xv. Community Impact Statement for all projects, including impact on City services, fiscal impact analysis addressing anticipated costs and revenues to City and school district, unless such requirement is waived by the Plan Review Center during pre-application conference.

xvi. If phasing is proposed, a plan showing what improvements will be constructed in each phase, with a description of the anticipated timing of construction.

B. Final site plans shall include the following:

i. All requirements specified in the City's Final Site Plan Checklist and Application.

ii. List all deviations from Ordinance standards granted by City Council and any conditions imposed.

iii. If phasing is proposed, provide detailed plans that show what will be constructed/installed by the completion of each phase to verify that each phase, considered together with previous completed phases, shall be capable of meeting ordinance requirements on its own as

described in Section 3.34.7.E, including utilities, parking, end of pavement, landscaping, amenities, lighting, signage, any mechanisms designed to reduce noise, and visual screening features. Required Engineering and Landscape Cost estimates shall also be broken down by phases.

9. Performance Guarantees. The applicant shall comply with the requirements for performance guarantees contained in Chapter 26.5 of the Code of Ordinances, as amended.

Part V.
That the City of Novi Zoning Ordinance, as amended, Article 3, Zoning Districts, is amended to renumber Section 3.33, General Exceptions to Section 3.35.

Part VI.
That the City of Novi Zoning Ordinance, as amended, Article 4, "Use Standards," Section 4.12 "Group Day Care Homes, Day Care Centers, and Adult Day Care Centers" is amended to read as follows:

Section 4.12 Group Day Care Homes, Day Care Centers, and Adult Day Care Centers

1. [unchanged]

2. Day care centers and adult day care centers are a permitted use in the B-2, B-3, OST, TC, TC-1, CW districts and EXO Overlay district and a special land use in the OS-1, OSC, and PSLR districts, all subject to the following:

A. In the B-2, B-3, OST, OS-1, OSC, TC, TC-1, CW, PSLR districts and EXO Overlay district:

i. Outdoor recreation areas shall be provided, consisting of at least one -hundred fifty (150) square feet for each person cared for, with a minimum total area of three-thousand five hundred (3,500) square feet. All such outdoor recreation areas shall be fenced with self-closing gates. The recreation area may extend into an exterior side yard up to twenty-five (25) percent of the distance between the building facade and the property line.

ii. The hours of operation shall be limited to the period between 6 a.m. and 7 p.m. for those facilities abutting residential zoning districts.

iii. Facilities shall be located either within a permitted office, or commercial structure, or in a freestanding building on a site coordinated with surrounding development (i.e., traffic flow, parking

access, drop off areas, architecture and relationship to other buildings).

iv. Screening and landscaping of outdoor recreation areas, recreation area fences and parking lots shall comply with Section 5.5.

v. Off-street parking shall comply with Section 5.2.12. and Section 5.3.

B. [unchanged]

3. [unchanged]

Part VII.

That the City of Novi Zoning Ordinance, as amended, Article 4, "Use Standards," Section 4.24 "Dry Cleaning Establishments or Pick Up Stations," is hereby amended to read as follows:

Section 4.24 Dry Cleaning Establishments or Pick Up Stations

In the B-1, B-2, B-3, CW and TC districts, dry cleaning establishments, or pick-up stations, dealing directly with the consumer are a permitted use. Central dry-cleaning plants serving more than one retail outlet shall be prohibited.

Part VIII.

That the City of Novi Zoning Ordinance, as amended, Article 4, "Use Standards," Section 4.27, "Retail Business and Service Establishments," is hereby amended to read as follows:

4.27 Retail Business or Service Establishments

1. In the B-2, B-3, CW, TC and TC-1 districts, all retail business or service establishments are permitted as follows:
   A. Any retail business whose principal activity is the sale of merchandise in an enclosed building.
   B. Any service establishment of an office, showroom or workshop nature of a decorator, dressmaker, tailor, bridal shop, art gallery, interior designer or similar establishment that requires a retail adjunct.
   C. Restaurants (sit down), banquet facilities or other places serving food or beverage, except those having the character of a drive-in or having a drive-through window.
   D. Theaters, assembly halls, concert halls, museums or similar places of assembly when conducted completely within enclosed buildings.
   E. Business schools and colleges or private schools operated for profit.

2. In the FS district, retail establishments to serve the needs of the highway travelers, including such facilities as, but not limited to, gift shops and restaurants, not including drive-ins are permitted uses.

Part IX.
That the City of Novi Zoning Ordinance, as amended, Article 4, "Use Standards," Section 4.28 "Hotels, Motels, and Transient Lodging Facilities," is hereby amended to read as follows:

Section 4.28 Hotels and Motels

1. In the B-2 and CW district north of Grand River, hotels and motels are a permitted use provided the site does not abut a residential district.
2. (Unchanged)
3. (Unchanged)
4. (Unchanged)
5. All hotels and motels in all districts, shall provide a minimum of 30 square feet of usable open space for each room subject to the following conditions:
    A. Usable open space shall include an unobstructed portion of a site which has a minimum dimension of ten feet in any direction, is landscaped and developed for active and passive recreational use, and is conveniently located and accessible;
    B. The usable open space may include amenities such as pavers, benches and other landscape design elements with pervious surface materials. All such areas shall be for the benefit of the hotel patrons;
    C. For TC, TC-1, CW, and PD-2 districts, the usable open space required per this section can be counted towards the minimum usable open space requirements for respective district standards;
    D. The usable open space shall not be counted toward any minimum landscaping or other open space requirements of the Zoning Ordinance and required parking setback area;
6. (Unchanged)

Part X.
That the City of Novi Zoning Ordinance, as amended, Article 4, "Use Standards," Section 4.31 "Veterinary Hospitals and Clinics," is hereby amended to read as follows:

Section 4.31 Veterinary Hospitals or Clinics
Veterinary hospitals or clinics are permitted as a special land use in the B-2, B-3, CW, NCC, TC, and TC-1 districts. They are also a special land use in the I-1 district when abutting residential districts. In the I-1 and I-2 districts, when not abutting a residential district, they are a permitted use. In all districts they are subject to the following:

1. In the B-2, B-3, CW, NCC, TC, TC-1, I-1, and I-2 districts:
    A. [unchanged]
    B. [unchanged]
2. In the B-2, B-3, CW, NCC, TC, TC-1 and I-1 (when the I-1 district is abutting residential) districts a noise impact statement is required subject to the standards of Section 5.14.10.B.

Part XI.
That the City of Novi Zoning Ordinance, as amended, Article 4, "Use Standards," Section 4.35 "Microbreweries and Brewpubs," is hereby amended to read as follows:

Section 4.35 Microbreweries and Brewpubs
Microbreweries and brewpubs are permitted uses in the B-3 and CW districts and special land uses in the RC, TC, and TC-1 districts subject to the following conditions:

1. Microbreweries and brewpubs
   A. In the B-3, CW, RC, TC and TC-1 districts:

      i-iv. (Unchanged)

   B. (unchanged)

2. (unchanged)

3. (unchanged)

Part XII.
That the City of Novi Zoning Ordinance, as amended, Article 4, "Use Standards," Section 4.62 "Instructional Centers," is hereby amended to read as follows:

Section 4.62 Instructional Centers
In the CW and NCC districts, instructional centers, such as schools for dance, music, language, arts, or general education are a permitted use subject to the following:

1. The center must comply with all applicable state laws and licensing requirements.
2. All business, servicing or processing, except for off-street parking or loading, shall be conducted within a completely enclosed building.

In the OS-1 district, instructional centers are permitted uses provided that such facilities do not exceed two-thousand (2,000) square feet in size. However, when such uses exceed two-thousand (2,000) square feet, they shall be treated as special land uses subject to approval by the Planning Commission in accordance with the additional requirements of Section 6.1.2.C for special land uses, and subject to the public hearing requirements set forth and regulated in Section 6.2 of this Ordinance. All instructions centers shall comply with the following conditions:

1. All business, servicing or processing, except for off-street parking or loading, shall be conducted within a completely enclosed building.
2. Multiple tenants with square footage less than 2,000 square feet shall be allowed in a single building.

Part XIII.
That the City of Novi Zoning Ordinance, as amended, Article 4, "Use Standards," Section 4.81 "Financial Institutions," is hereby amended to read as follows:

Section 4.81 Financial Institutions

In the CW, TC and TC-1 districts, financial institutions are a permitted use, provided that such institutions shall not have drive-thru teller or ATM facilities as the principal use of the premises.

Part XIV.
That the City of Novi Zoning Ordinance, as amended, Article 2, Definitions, Section 2.2. Definitions, is hereby amended to include the following definitions:

Section 2.2 Definitions
Workforce Housing: A residential unit for sale or for rent with combined annual rental costs or combined annual mortgage loan debt service, property taxes, and required insurance that do not exceed thirty percent (30%) of the gross annual income of a household earning between sixty percent (60%) and one hundred and forty percent (140%) of the area median income, as defined annually by the United States Department of Housing and Urban Development.

Part XV.
That the City of Novi Zoning Ordinance, as amended, Article 3, Zoning Districts, Section 3.1.15 EXO Exposition Overlay District, is hereby amended to read as follows:

Section 3.1.15 EXO Exposition Overlay District
A. Intent
The EXO, Exposition Overlay district is designed to accommodate the development of a planned exposition, convention, and conference facility, including exhibit halls; display floor area; meeting rooms; conference rooms; eating and lodging facilities; banquet, concession, and catering uses; museums; theaters; recreational facilities; space for school and civic affairs; warehousing accessory to principal uses; and off-street parking and loading/unloading space, all for the purpose of supporting the growing high-tech business base within the city and regional demand for an exposition facility.

The EXO Exposition Overlay district is intended to encourage the development of an exposition, conference, and convention facility that is located near the City West (CW) district as shown on the Master Plan for Land Use, has visual exposure to the I-96 freeway (whether directly or in combination with other property), is accessible from a major thoroughfare, and has adequate site area. Taking into consideration the need to limit the overall impact of the use, and the need to have sufficient population support for the use, in no event is it the intent to have the EXO Overlay District encompass more than 55 contiguous acres, or to have more than one EXO Overlay district until the population of the City exceeds 100,000. The EXO district is intended to be utilized exclusively in connection with the CW City West district as the underlying zoning district. The EXO district is not intended to be adjacent to residential districts. To permit quality design and sound economic value for the City, any exposition, conference, and convention facility should have unified architectural and functional design and provide an overall master plan for all phases for the complete development. The district contemplates the existence of a principal exposition, conference, or convention facility

as part of the development before, or at least coincidental with, permitted "secondary" overlay uses. It is not the intent of this district to authorize the establishment of a new area within the City for an independent commercial center or district. Rather, it is the intent of this district to recognize the special need and character of a planned exposition, convention, and conference facility, and to make provision for this special need and character in an appropriate location.

B. Principal Permitted Uses

[existing content all removed]

See the underlying zoning district CW City West for Principal Permitted uses, standards and regulations (Section 3.1.30)

C. Special Land Use (EXO overlay uses)

The following uses are permitted as part of an EXO Overlay subject to Section 3.33, Section 3.34, and Section 3.25: The supplemental conditions of Section 3.25 shall govern in the event of a conflict.

i. Exposition, conference, and convention facilities

The following uses, when part of a development that includes a use described in subsection C above:

ii. Indoor and outdoor recreational facilities
iii. Retail sale of products or services
iv. Onsite support retail uses
v. Outside exhibits, fairs, entertainment and festivals
vi. Surface parking lots

D. Development Standards

Lot Size

Minimum lot area: See section 3.25

Minimum lot width: Not specified

Lot Coverage

Maximum FAR: 0.5 FAR

Setbacks

Minimum front yard setback: 50 ft or height of building*

Minimum rear yard setback: 50 ft or height of building*

Minimum side yard setback: 50 ft or height of building*

Building Height

Maximum building height: 65 ft or 5 stories, whichever is less

Floor area

Minimum floor area: See Section 3.25

Parking setbacks

Minimum front yard setback: 20 ft

Minimum rear yard setback: 20 ft

Minimum side yard setback: 20 ft

Notes

For additions to the above requirements, refer to Section 3.6.2 Notes to District Standards: E, M, P, and Q

See Selected references below for applicability

*See section 3.25.2.F for further regulations

Selected references

3. Zoning Districts

- CW City West

- MDO Mixed-Use Development Option

- EXO Overlay District Requirements

Subsections 4-7. [unchanged]

Part XVI.

That the City of Novi Zoning Ordinance, as amended, Article 3, Zoning Districts, Section 3.25 EXO Exposition Overlay District required conditions, is hereby amended to read as follows:

Section 3.25 EXO Overlay district required conditions

1. EXO Overlay required conditions

A. [unchanged]

B. An EXO Overlay district shall satisfy all of the following in order to qualify for approval:

i.-iv. [unchanged]

v. The zoning classification of the entire EXO Overlay district shall be CW, City West district.

vi. [unchanged]

2. Supplemental Required Conditions for Overlay Uses. In the event of construction of building(s) for overlay uses permitted under Section 3.1.15.C, the following supplemental required conditions shall apply:

A.-K. [unchanged]

L. Approval Process

i. Approval of an EXO Overlay district shall require the approval of a Zoning Ordinance amendment to amend the Zoning Map by the City Council, in the exercise of its legislative discretion, following a public hearing held by, and receipt of a recommendation from, the Planning Commission. An applicant seeking approval of an EXO Overlay district rezoning shall submit a rezoning petition to the City. If approved, the amendment shall place, or overlay, the EXO Overlay district over the underlying CW or OST district relative to the property which is the subject of the amendment.

ii.-iii. [unchanged]

PART XVII. Severability. Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

PART XVIII. Savings Clause. The amendment of the Novi Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the Novi Code of Ordinances set forth in this Ordinance.

PART XIX. Repealer. All other Ordinance or parts of Ordinance in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

PART XX. Effective Date: Publication. Public hearing having been held hereon pursuant to the provisions of Section 103 of Act 110 of the Public Acts of 2006, as amended, the provisions of this Ordinance shall be published within fifteen (15) days of its adoption by publication of a brief notice in a newspaper circulated in the City of Novi stating the date of enactment and effective date, a brief statement as to its regulatory effect and that a complete copy of the Ordinance is available for public purchase, use and inspection at the office of the City Clerk during the hours of 8:00 A.M. to 5:00 P.M., Local Time. The provisions of this Ordinance shall become effective seven (7) days after its publication.

MADE, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ON THE 20th DAY OF MAY, 2024.

JUSTIN FISCHER, MAYOR

CORTNEY HANSON, CITY CLERK

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the Novi City Council held on 20th day of May, 2024.

CORTNEY HANSON, CITY CLERK

Adopted: 05/20/2024
Published: 05/30/2024
Effective: 06/06/2024

Certificate of Clerk

I hereby certify that the foregoing ordinance was published by posting a copy thereof at each of the following times and places within the City of Novi, on the 21st day of May, 2024.

1. Novi City Hall 45175 Ten Mile Road

2. Novi Library 45255 Ten Mile Road

I do further certify that on the 30th day of May, 2024 said Ordinance Amendment 18.296 was published in brief in the Novi News, a newspaper published and circulated in said City.

CORTNEY HANSON, CITY CLERK

CITY WEST DESIGN GUIDE

City West Design Guide

A Design Guide to accompany sections 3.33 and 3.34 of the City of Novi Zoning Ordinance

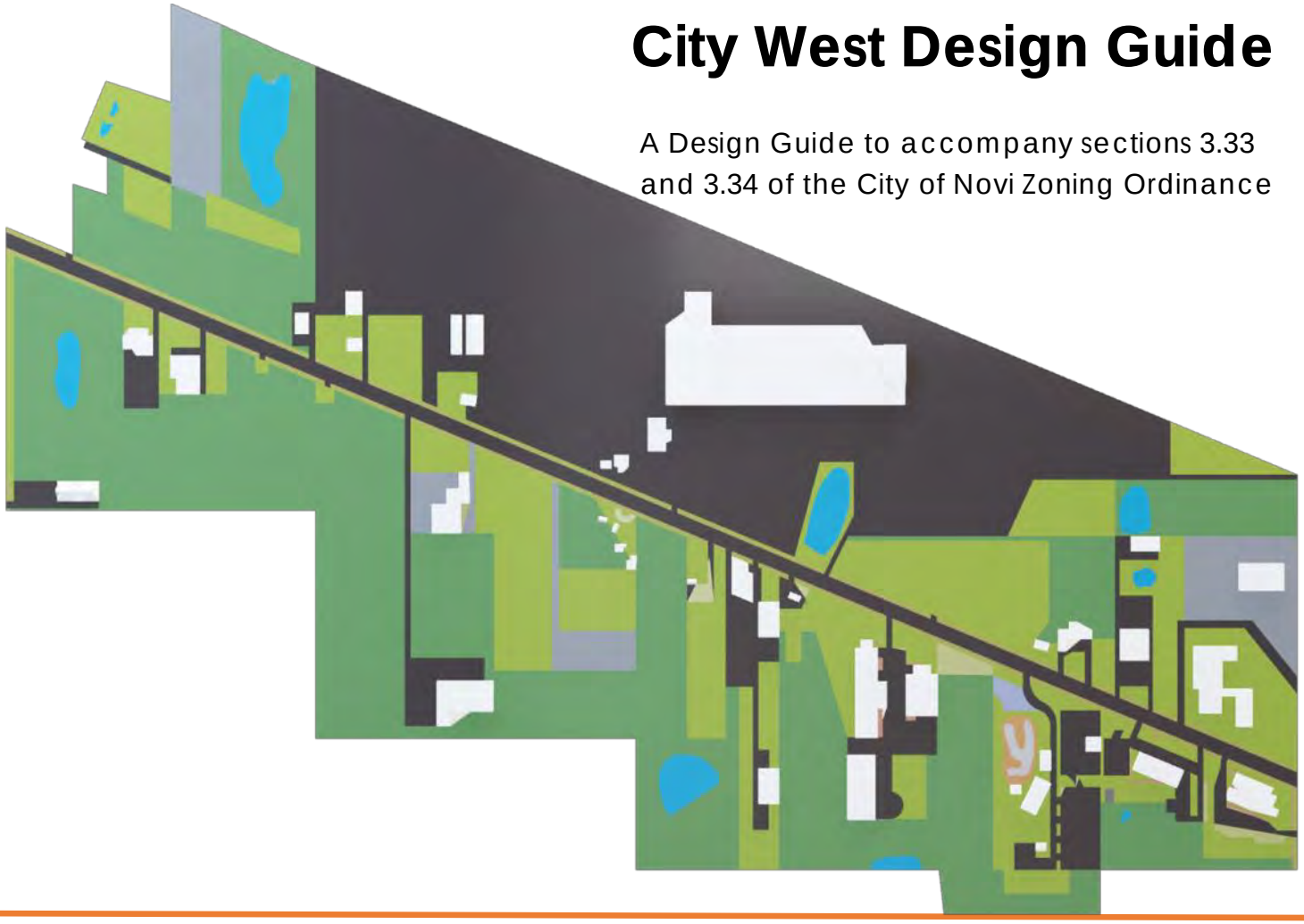


Table of Contents:

A. Executive Summary

B. Background & Existing Conditions

C. Vision and Guiding Principles

D. Form Based Design & Inspiration Images

E. Recommended Design Guidelines

A. Executive Summary

The City West Design Guide is meant to provide guidance and visual representation of the development standards for the City West District in addition to providing design features and concepts recommended to be included in development projects. The goal of the City West Design Guide is to facilitate development that includes high-quality project design and building materials and works to create a vibrant, people-oriented district in the City of Novi.



Figure A1: mixed-use development and streetscape in Fishers, Indiana

"This area offers the potential for the creation of a prominent new district combining entertainment, convention, commercial, office and residential uses in a cohesive, high-density, walkable pattern."

- 2016 Master Plan

Figure A2 (below): Fishers, Indiana mixed-use development; images of Indiana communities courtesy of Rowan Brady of Beckett and Raeder, Inc.

The guide includes images of developments from Novi and other communities, maps representing the current conditions of the City West area, and 3D models to illustrate standards of this district. Images and renderings are meant to serve as examples, while the Zoning Ordinance contains the actual development regulations, standards and procedures. Inspiration for the vision and guiding principles is based on the recommendations in the 2016 Master Plan and Grand River Corridor Study.



B. Background & Existing Conditions



B.1 — Land Use

- **Description of the District**
- **Natural Features**

B.2 — Public Facilities

- **Nonmotorized Infrastructure**
- **Transit**

B.3 — Zoning

B.4 — Utilities

B. Background & Existing Conditions



Figure B2 (above): Aerial of the western portion of the City West North area , outlined in blue

Figure B1 (below): Aerial of both City West areas





Figure B3 (above): Aerial of the City West South area, outlined in green

B. Background & Existing Conditions

B.1 — Land Use: Description of the District

The City West district is situated southeast of the intersection of Interstate 96 and Beck Road, bounded by I-96 to the north, Taft Road on the east, residential communities to the south, and Beck Road on the west. The historic Grand River Avenue corridor, running from downtown Detroit all the way to Lake Michigan on the west side of the state, bisects the City West area. In this area of the city, Grand River is an auto-centric five-lane major arterial with a speed limit of 50 miles per hour. A mix of older office, industrial and manufacturing buildings, and vacant properties are present on either side. These characteristics make the streetscape inhospitable for pedestrians and cyclists.

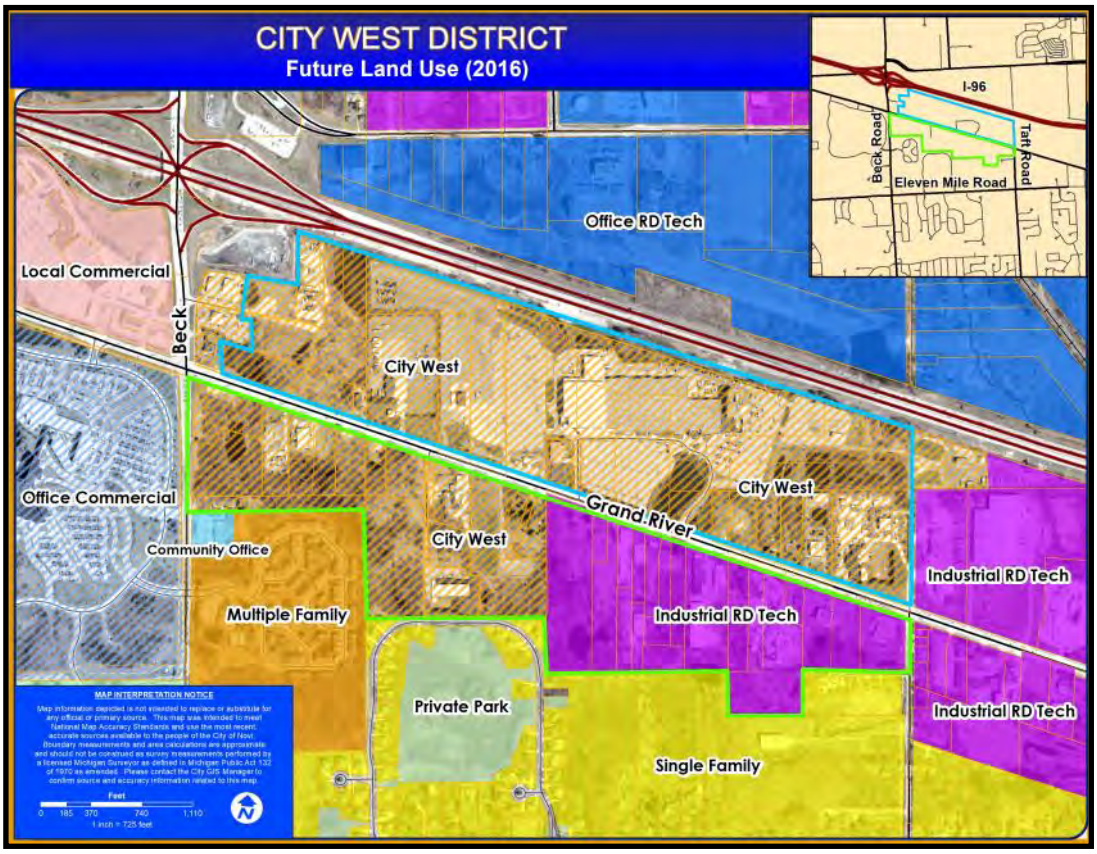


Figure B4: City West Future Land Use Map (2016)

Overall, the total land area included in the City West District is approximately 200 acres. Approximately 68.6 acres are vacant or a non-conforming residential use. Parcels developed with industrial uses that are not consistent with the desired future use for City West make up a total of about 55 acres. Destinations nearby in the corridor include Providence Park Hospital complex and Suburban Collection Showplace, which are significant economic drivers in Novi, providing jobs and bringing in visitors.



Figure B5: Providence Park Hospital;
Image source: Novi Chamber of Commerce

B. Background & Existing Conditions

B.1 — Land Use: Natural Features

A map of the natural features shows the presence of both woodlands and wetlands in the area. A significant amount of woodlands and wetlands are present in the City West South area, while there are just wetlands located in the City West North area.

The City West text allows for **up to 50 percent** of the required open space to consist of regulated woodlands and/or wetlands if they are permanently protected by conservation easements (3.33.H).

"Wherever natural open spaces shall be created or preserved, they shall be physically connected, when possible, to adjacent natural open space areas."

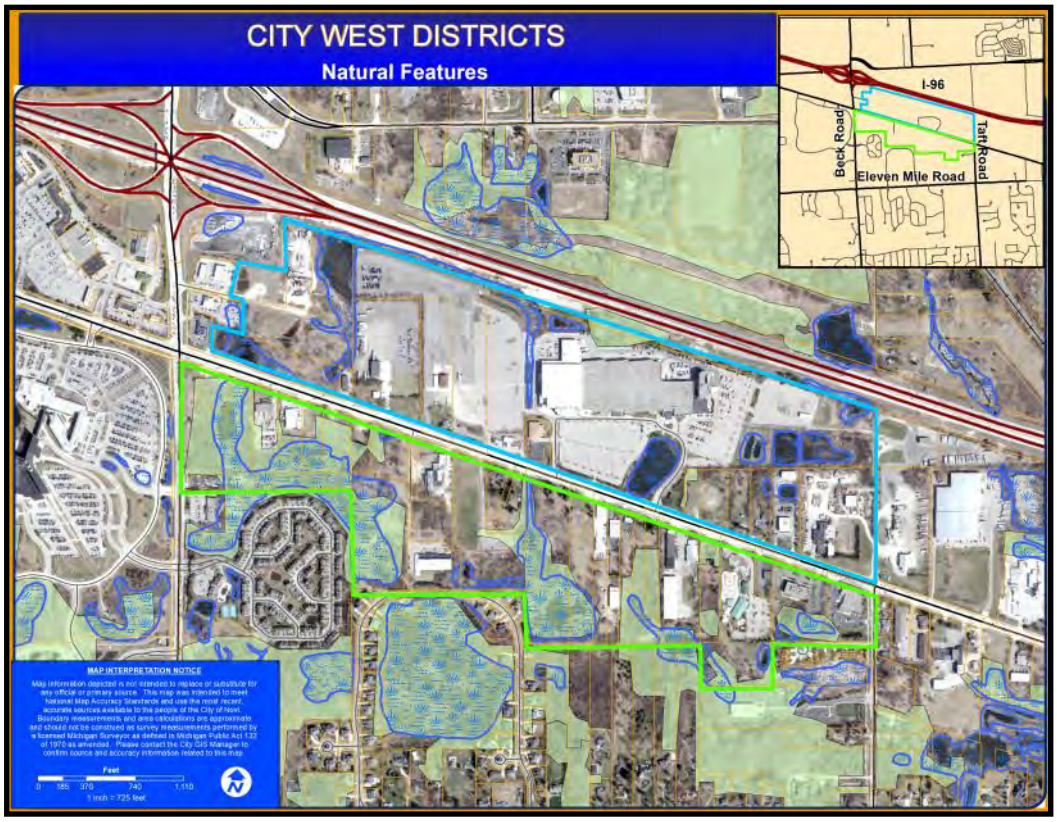


Figure B6: City West Natural Features Map, woodlands are denoted in light green while wetlands are colored in blue.



Figure B7: Aerial of City West facing east

The aerial to the left shows City West facing east down Grand River. Two large ponds (circled in yellow) are present on either side of Grand River, and the difference in woodland concentration between north and south is evident. Buffers and setbacks from natural features help preserve, protect, and maintain quality of woodlands, wetlands, and streams within the district.

B. Background & Existing Conditions

B.2 — Public Facilities: Nonmotorized Infrastructure

Public Facilities shown in Figure B8 to the right include the sidewalk inventory of the district — 8-foot sidewalks line both sides of Grand River from Taft to Beck Road. Other facilities of note include traffic signals and street lights, which both can be found at important intersections. Road crossing difficulty, discussed in the Active Mobility Plan, portrays Grand River as category E, the most difficult road category to cross due to road width and speed of traffic.

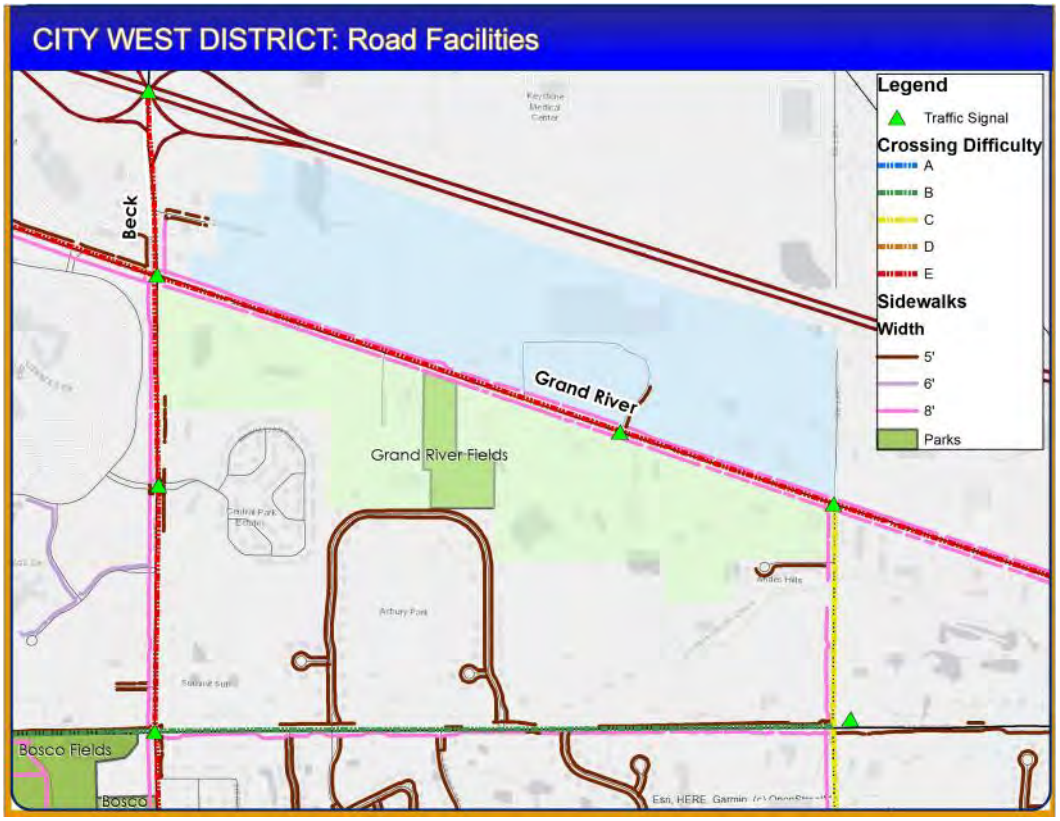


Figure B8: Roads and Sidewalk Facilities map

Beck Road runs north and south, connects with Grand River, and is identified as a major non-motorized corridor in the City of Novi Active Mobility Plan. The ITC Trail, depicted below, is a regional trail connection crossing Grand River at Beck Road. The Providence Park hospital campus has expanded their trail network, and connects with the ITC Trail.



Figure B9: the ITC Trail is a prime example of non-motorized infrastructure in the City of Novi

B. Background & Existing Conditions

B.2 — Public Facilities : Transit

Another form of public facility that is new to the City of Novi is transit. SMART has extended its service into Novi and Wixom to the west, with one route (Route 305) running directly through City West and another running nearby (Route 740). Figure B10 below shows the stops along Grand River of Route 305 within and just outside of City West

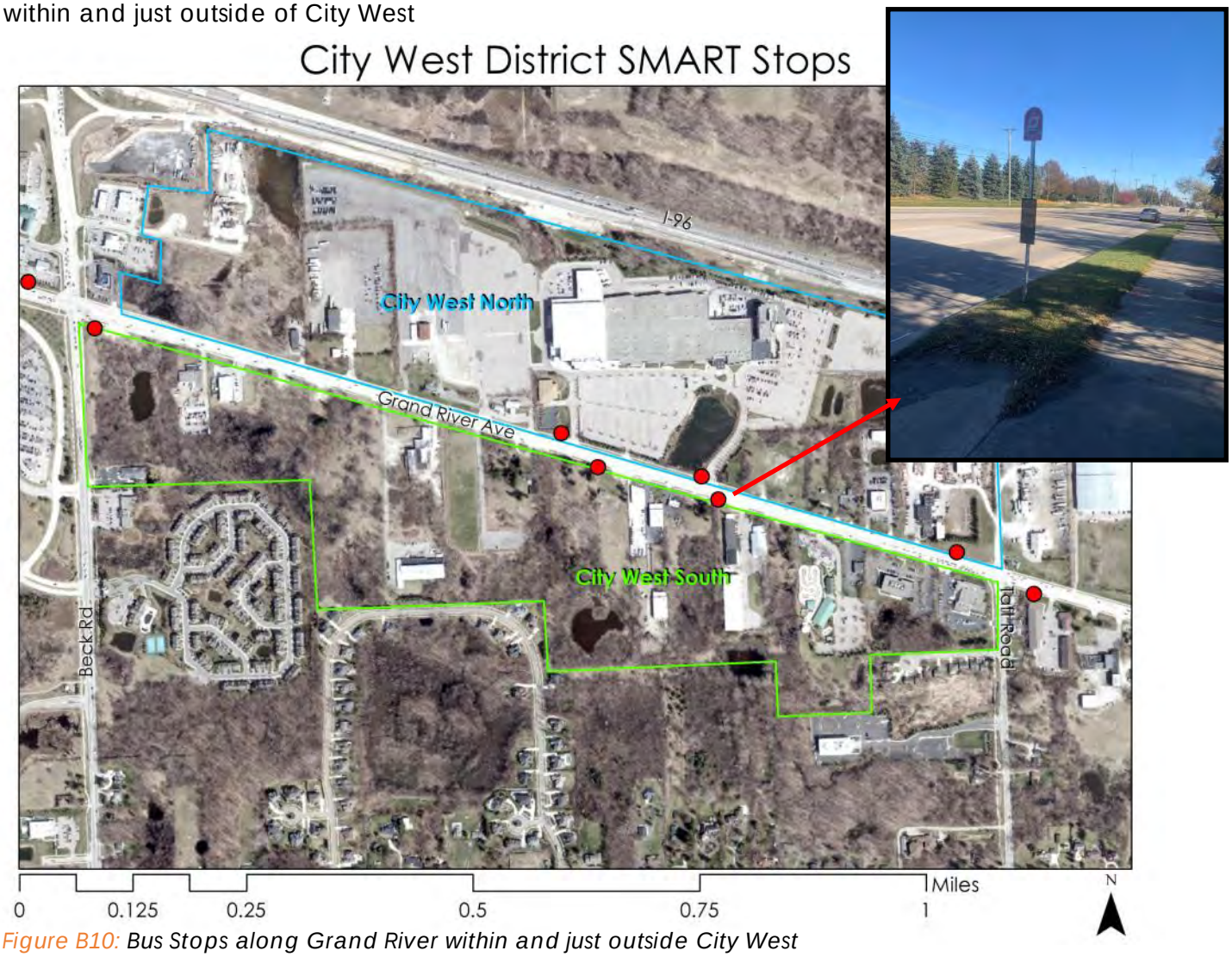
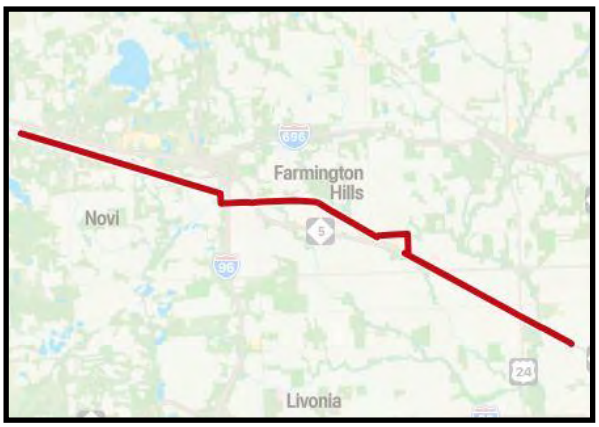


Figure B10: Bus Stops along Grand River within and just outside City West



Transit-Oriented Development (TOD): The inclusion of bus traffic presents an opportunity to encourage development along the bus route through City West, where residents or visitors can easily reach other destinations within Novi or outside of the City without a car. Route 305, as seen to the left, runs from the Meijer in Wixom to the Meijer in Old Redford, with stops along Grand River roughly every half-mile including Novi Town Center, downtown Farmington, and other grocery, dining, and shopping opportunities.

Figure B11: SMART Route 305, courtesy of Apple Maps

B. Background & Existing Conditions

B.3 — Zoning

The current zoning of the City West area includes six different classifications. Approximately 140 acres are north of Grand River Avenue with 17 parcels included. The majority of the area, 124.96 acres, is currently zoned OST - Office Service Technology. The EXO Exposition Overlay District applies to a 55-acre portion of the Suburban Collection Showplace property. Approximately 10.05 acres are zoned I-1 Light Industrial. To the south of Grand River Avenue, the City West area includes 34 parcels totaling 113.48 acres. The current zoning of the majority of the area is I-1 Light Industrial.

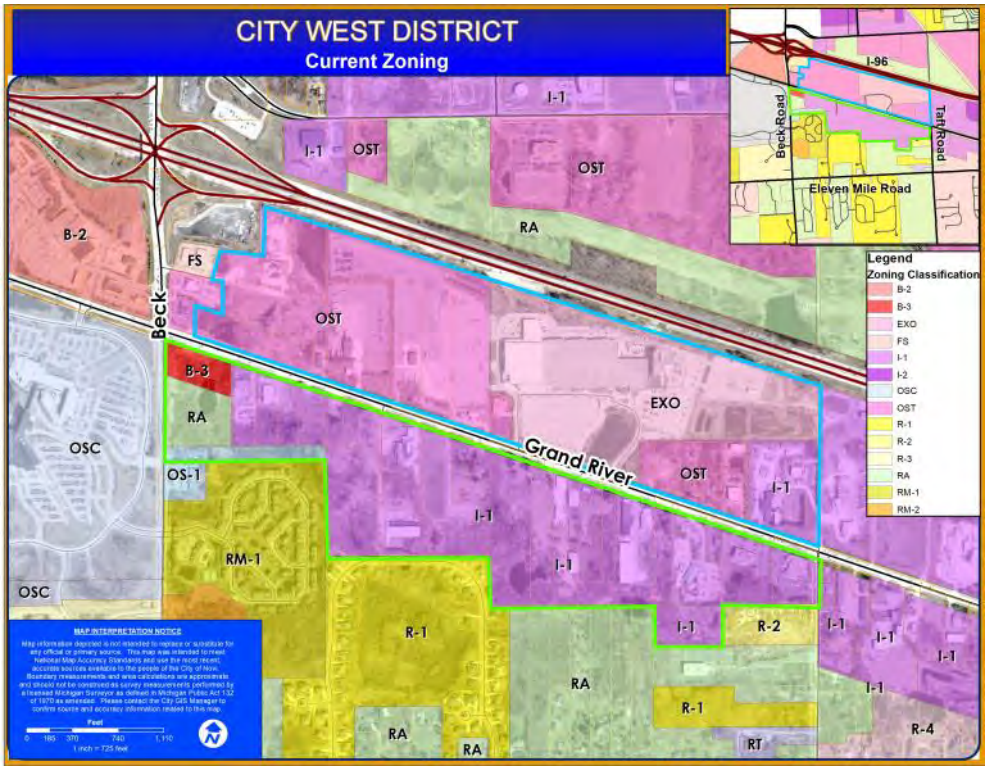


Figure B12: Current Zoning Map of the City West area

One area located at the southeast corner of the intersection of Beck Road and Grand River Avenue is zoned B-3. Fronting on Beck Road, one 6.4 acre area is zoned RA Residential Acreage, and a 3.4 acre parcel is zoned OS-1 Office Service.

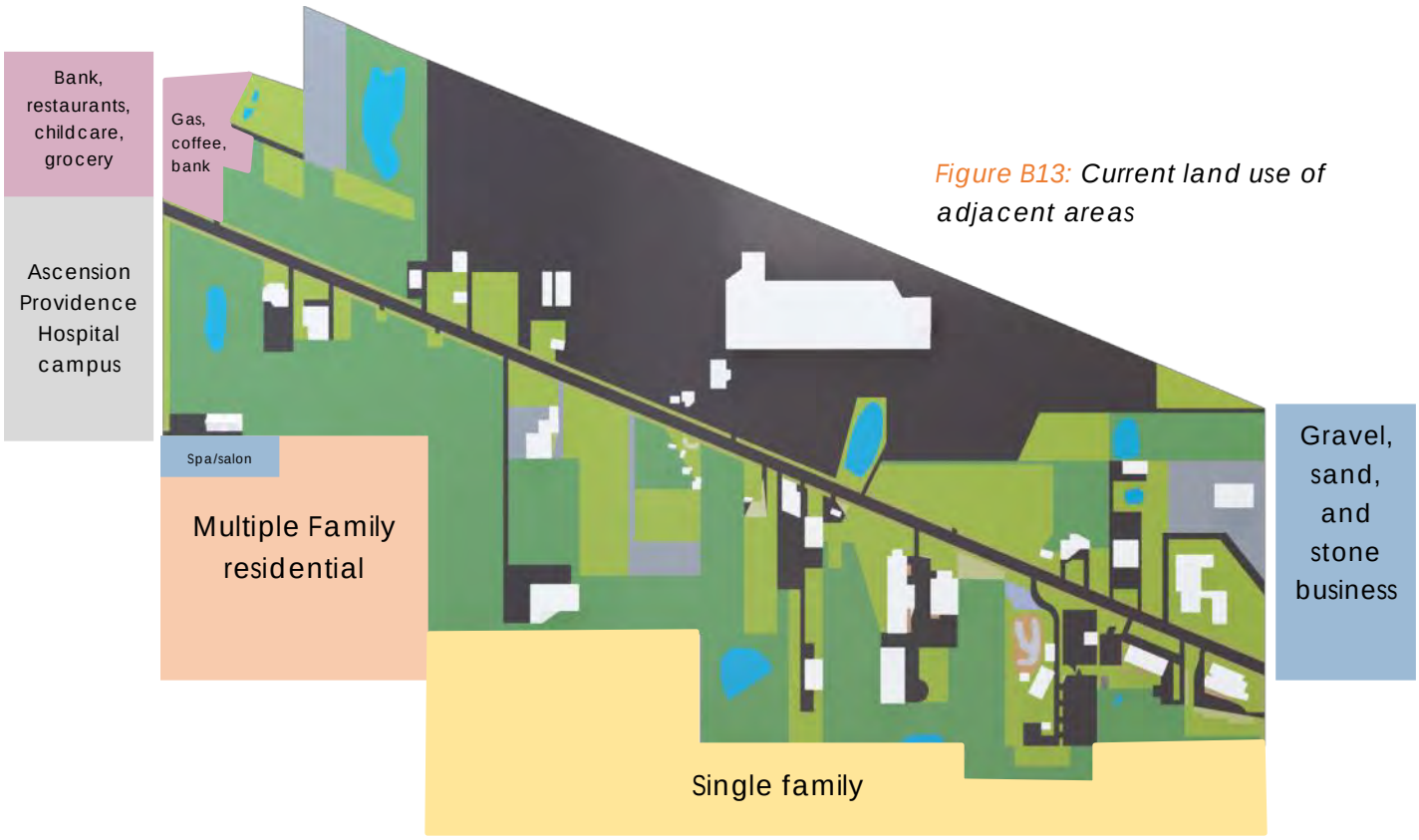


Figure B13: Current land use of adjacent areas

B.4 — Utilities

Development in the City West area will depend on both existing and future utility infrastructure to serve the needs of residents and businesses. Some sanitary sewer improvements will need to be made before all of the area is developed. Figure B14 below shows the sanitary districts and the locations of the current sanitary gravity mains. Developers may need to extend services to develop certain parcels.

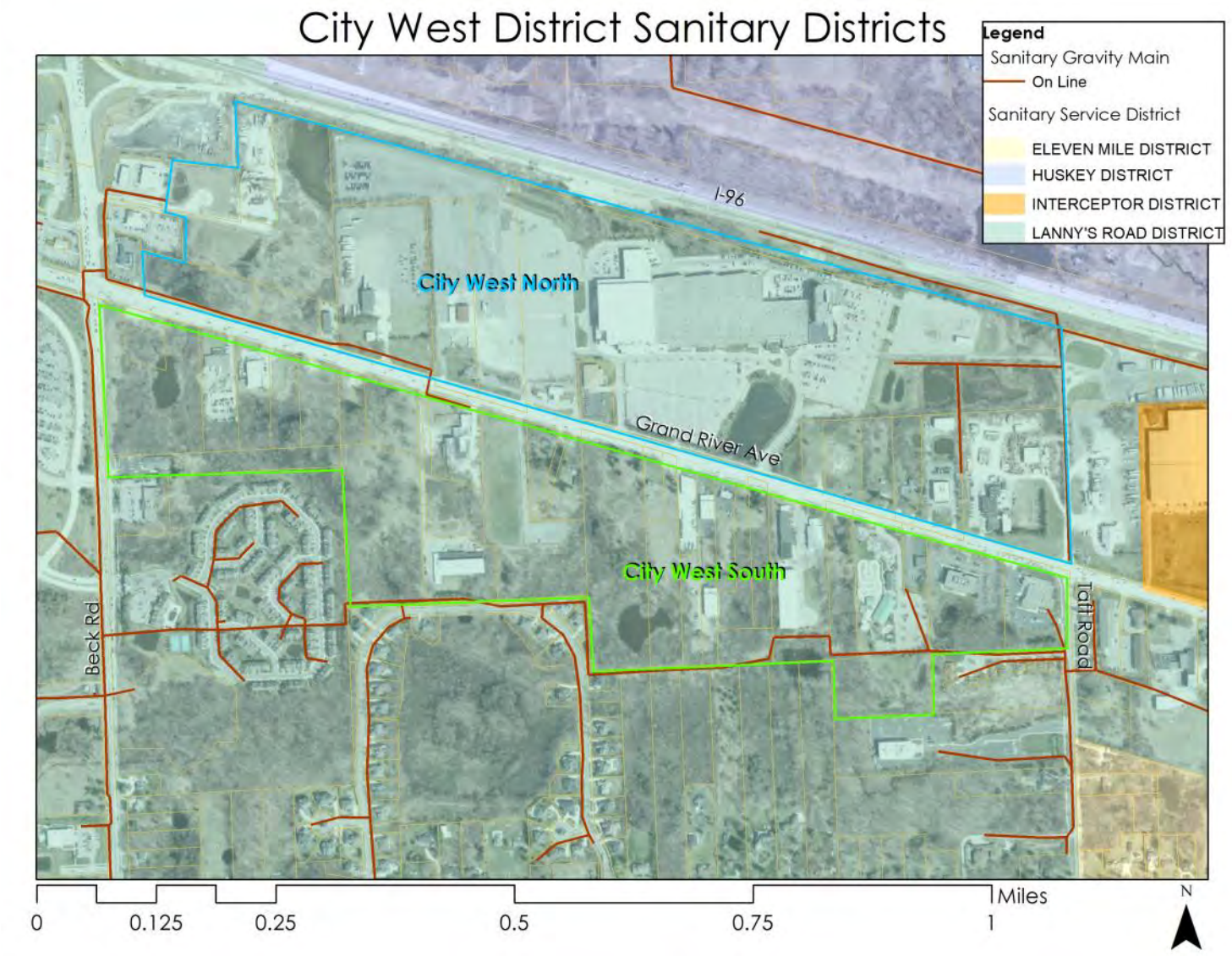


Figure B14: sanitary service districts and sanitary gravity main locations in City West

B.4 — Utilities

Regional or shared detention basins between developments, in addition to underground detention basins, are encouraged to help consolidate properties and facilitate denser development. Figure B15 below shows the drainage districts in City West and their respective status. Properties in City West are all located within one of four regional detention districts — the North Novi District and Bosco District, which are proposed but not built, and the Taft Road District and Grand River District, which both have existing regional detention. Developers will need to confirm if capacity exists to utilize these basins, and comply with all current Stormwater Standards.

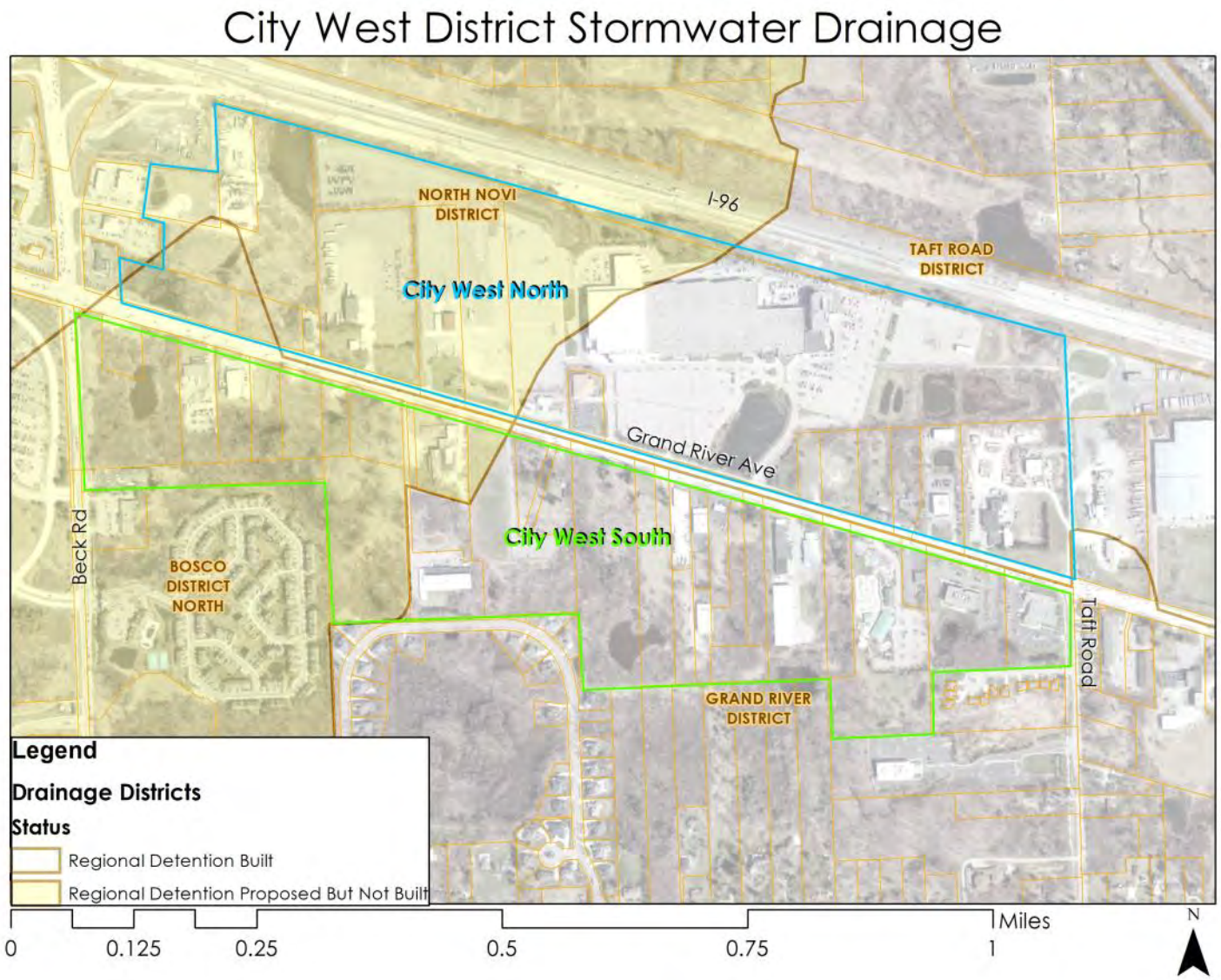


Figure B15: Drainage districts and their status in City West

B.4 — Utilities

Figure B16 below shows current infrastructure for water service in the City West area. All of City West is located within the intermediate water pressure district. There is water provided on both the north and south sides of Grand River.

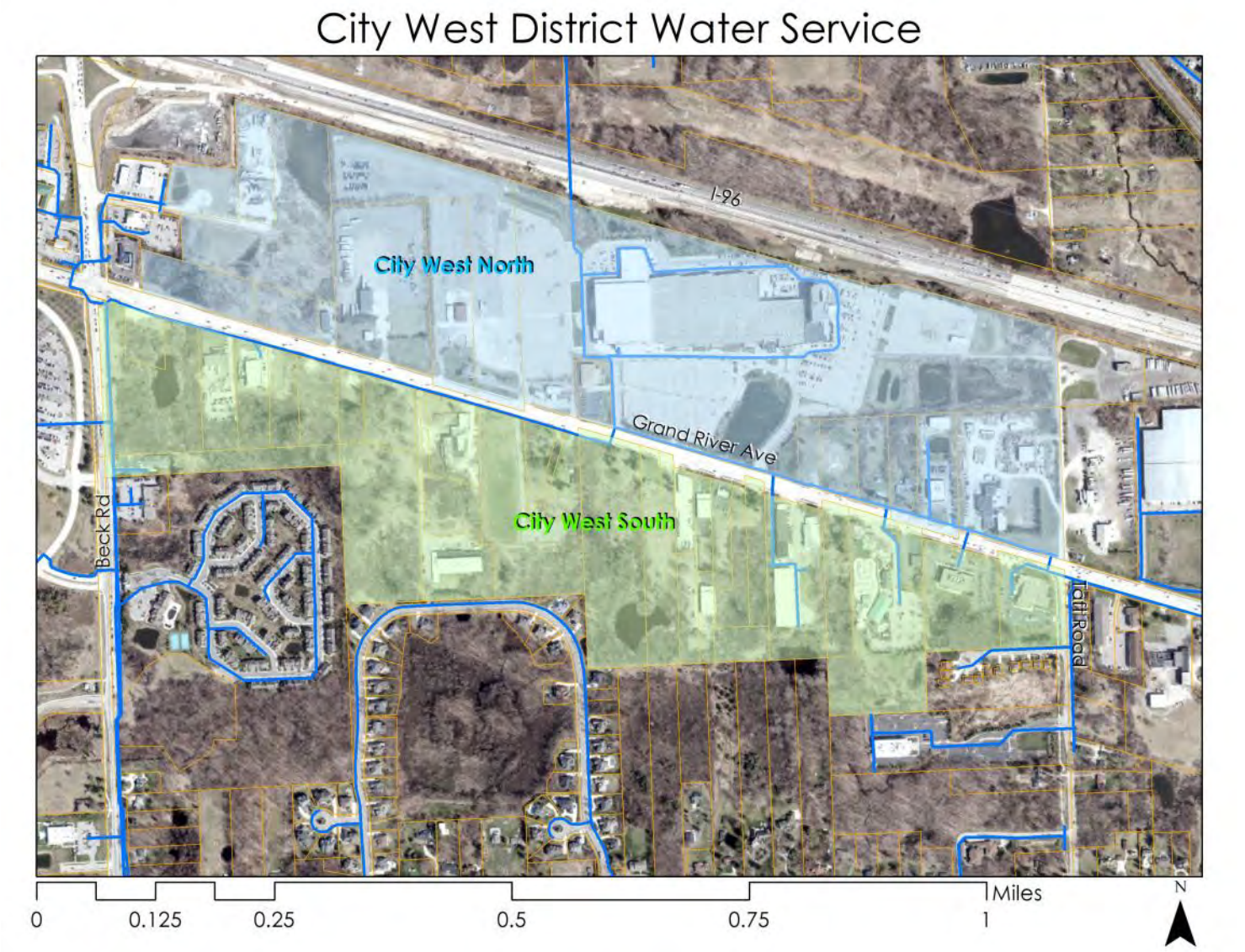


Figure B16: Water main locations in City West

C. Vision and Guiding Principles



C.1 General Vision

C.2 Horizontal Mixed Use

C.3 Pedestrian Focus — Street Design

C. Vision and Guiding Principles

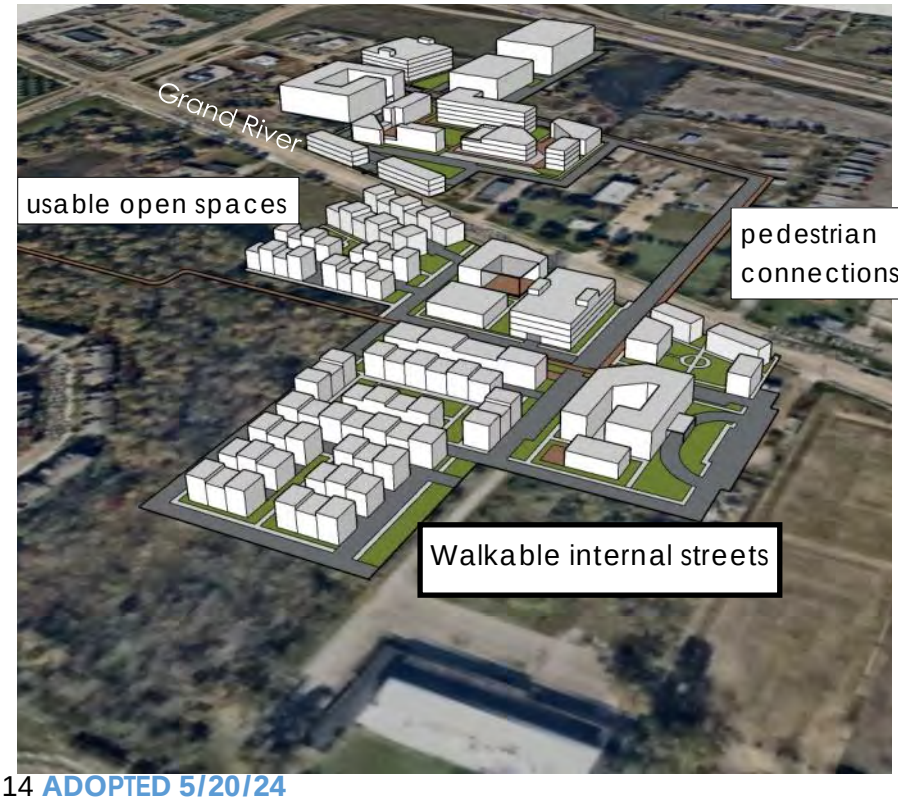
C.1 — General Vision

Figures C1 and C2 below illustrate the vision for City West in terms of building form north and south of Grand River — taller buildings in the City West North area, especially closer to I-96, and scaled down heights in the City West South area. Shared access and parking, public gathering spaces, pedestrian and vehicle connectively, and preservation of important natural features are also depicted.

Parking lots are located in the side and back of buildings with the intent of framing both Grand River and the collector streets with buildings.

Models within the Design Guide are purely conceptual and do not assume any changes to existing standards





Figures C1 (above) and C2 (left): aerial views of a part of City West with 3D model example developments overlayed. Additional development anticipated on other parcels.

It is strongly encouraged that internal access drive networks shall be established and utilized as local streets which are to be privately owned and maintained.

Buildings are to be oriented towards the primary pedestrian street

C. Vision and Guiding Principles

C.1 — General Vision

Excerpt from the 2016 Master Plan Update describing City West:

The district is envisioned as a distinct neighborhood as well as a complement to major nearby uses such as the Suburban Collection Showplace and the hospital….Creating a vibrant restaurant and entertainment scene that spills into outdoor patios and open spaces is a major goal of this redevelopment strategy.



Figure C4 (above): rendering (by Gensler) of an outdoor gathering space at San Pedro Plaza, Los Angeles.



City West District developments are expected to be designed with pedestrians in mind. Walkable connections between businesses, residences, and entertainment options should provide people with the ability to interact with one another in public areas such as the photos shown to the left and below. The images included on this page provide examples of the kind of public gathering spaces and density that is meant to take place in the City West District.

Figure C3 (below): outdoor dining in front of a vertical mixed-use development. Photo courtesy of Bethesda Magazine



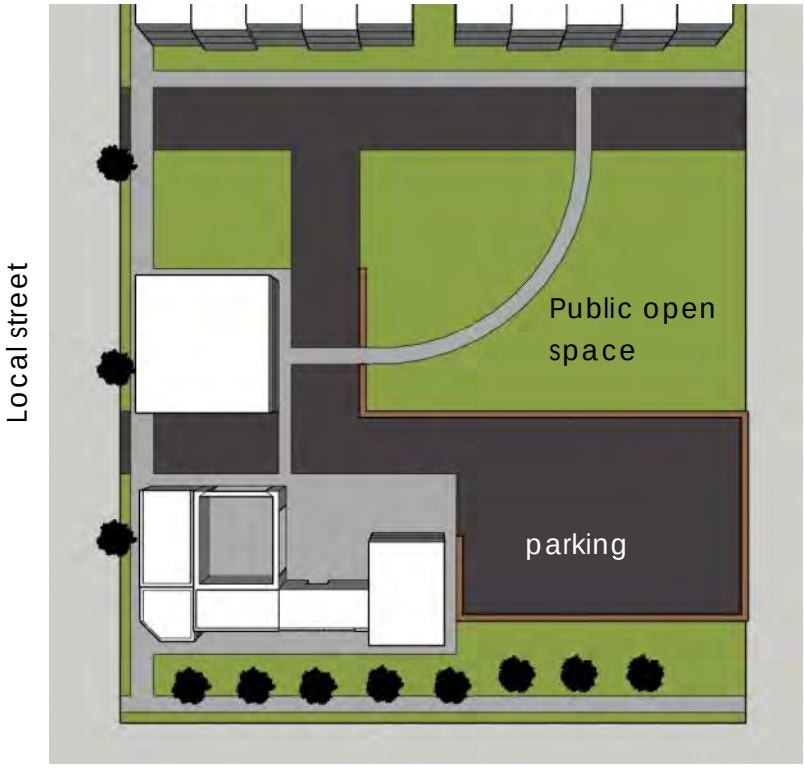
Figure C5 (left): lighting and pedestrian activity at night at The BLVD in Lancaster County, California. Photo courtesy of the Congress for New Urbanism

C.2 — Horizontal Mixed Use

Horizontal mixed-use refers to developments where the site contains separate residential and non-residential buildings, as opposed to vertical mixed-use, where multiple uses are integrated into a single building. Both types of mixed-use developments are encouraged and permitted in the City West District.

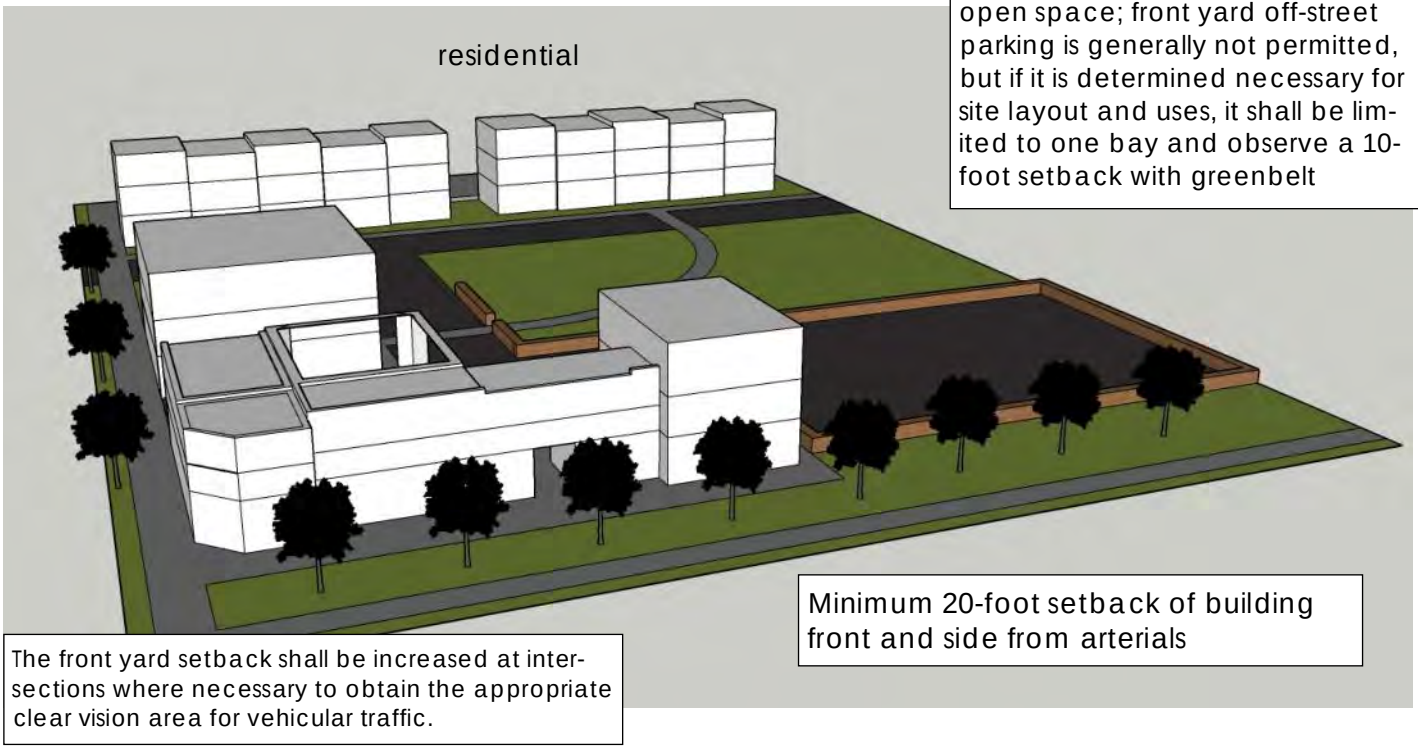
For the Mixed-Use Development Option (MDO), the development must have at least 300 feet in public road frontage

Maximum building setbacks of 20 feet from nonresidential collectors and local streets are meant to create a building presence along the street connected by sidewalks. **Setbacks are measured from the future Right of Way.**



Major arterial (Grand River, Beck, or Taft)

Figures C6 (top) and C7 (bottom): plan views of example horizontal mixed-use model



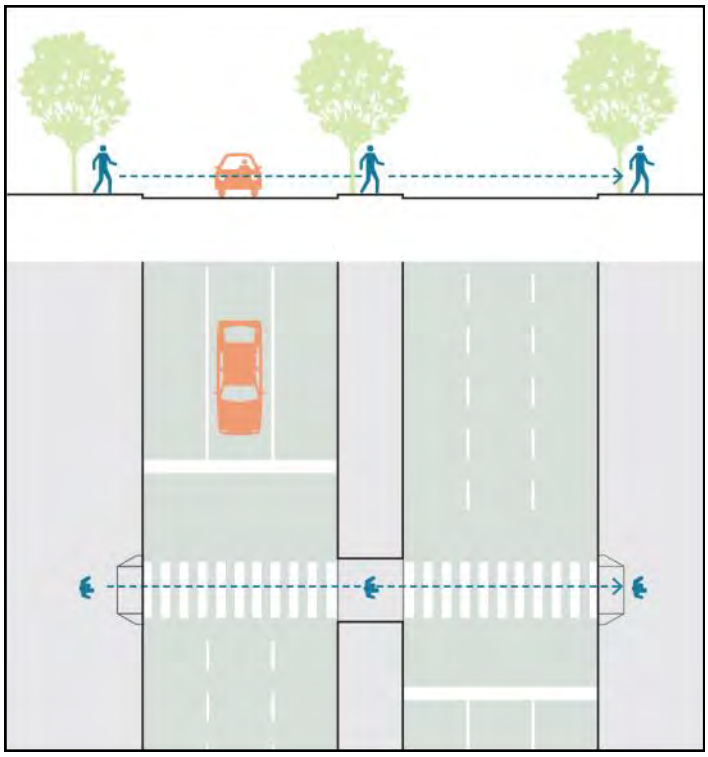
C.3 — Pedestrian Focus - Street Design

The City of Novi is committed to take part in capital projects that result in traffic-calming and a more pedestrian-oriented streetscape. Nonmotorized transportation infrastructure remains an important part in the City's goals. As it currently stands, Grand River Avenue consists of high volumes of fast-moving traffic that is not conducive to people on foot or on bike.

The diagram on the right portrays a midblock crossing and pedestrian refuge that allows for the crossing of a road like Grand River. These kinds of measures increase the ease and safety of crossing busy thoroughfares.

Sidewalks with a minimum of 6 feet are required abutting any street or internal road. Along major thoroughfares sidewalks shall be 8 to 10 feet.

Figure C8: Diagram of a midblock crossing; image courtesy of the Global Designing Cities Initiative



It is intended the internal street network and local roads created would be designed to focus pedestrian activity **off** Grand River. However, it will be necessary to provide additional connections between the north and south sides of the district. The conceptual design of Grand River shown below in Figure C9 shows an example for pedestrian-oriented changes on Grand River.



Figure C9: new design of a section of Grand River Avenue in the City of Detroit

C. Vision and Guiding Principles

C.3 — Pedestrian Focus - Street Design

Changes to and along Grand River Avenue are expected to align with the development of this denser, pedestrian-focused corridor. To connect the north and south sides of Grand River, options include implementing an at-grade crosswalk with a traffic light or the construction of a pedestrian bridge as seen in Figure C10 below. Further research into feasibility will be required. Grants for funding these alternative transportation infrastructure projects should also be explored.



Figure C10: Pedestrian bridge with accessible switchback ramps in Columbia Heights, Minnesota. Photo courtesy of C.S. McCrossan

Another change to Grand River Avenue is the addition of bus traffic, with two SMART routes extending into Novi, one of which runs directly through the City West district along Grand River. See page 7 for bus stop locations and route details.

The City will have to work with SMART on determining where improved bus stop infrastructure should be implemented. Bus shelters like the one seen on the right are an opportunity to incorporate details unique to Novi and City West.



Figure C11: Bus shelter in Houston, courtesy of ricedesignalliance.org

D. Form Based Design/Inspiration Images



D.1 Townhouses, Apartment Dwelling Development and Multifamily Housing

D.2 Building Density and Intensity

D.3 Density Transition from Residential Districts

D.4 Lighting

D.5 Inspiration Images

D. Form Based Design/Inspiration Images

D.1 — Townhouses, Apartment Dwelling Development and Multifamily Housing

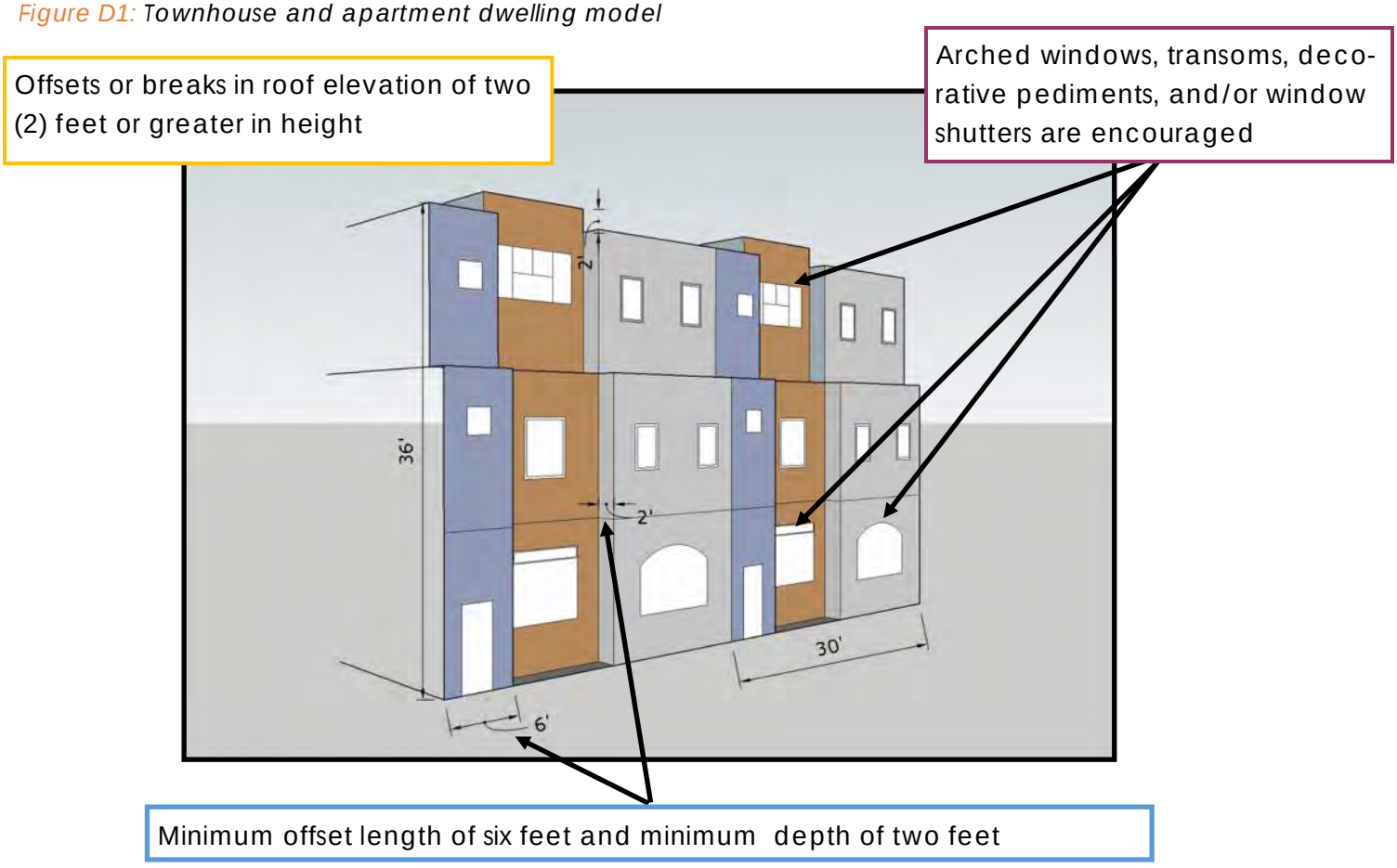
The following text and accompanying images provide guidelines to the development of townhouses, apartment dwellings, and multifamily housing in the MDO.

Wall offsets: A wall offset is defined as a projection or recess of a façade wall of at least two (2) feet in depth. Wall offsets should be incorporated onto those building facades having a length of 40 feet or greater. Wall offsets should be a minimum of six (6) feet in length

Varying roof lines and forms: Offsets or breaks in roof elevations of two (2) feet or greater in height. Incorporate roof pitch and materials of adjacent buildings into carport or garage roofs.

Windows: Decorative window features, such as arched windows, transoms, decorative pediments, and/or window shutters that are sized appropriately and proportionally to the window are encouraged on those facades fronting on streets. The use of recessed windows, moldings, decorative trim and wood frames to add three-dimensional quality and shadow lines to the façade.

Figure D1: Townhouse and apartment dwelling model



D. Form Based Design/Inspiration Images

D.1 — Townhouses, Apartment Dwelling Development and Multifamily Housing



Images on this page are apartments in Exton, PA, a suburb of Philadelphia. Nearby uses include retail and commercial.

Standalone residential uses can be built under the MDO so long as nonresidential uses are within 300 feet, and connections to those uses are made.

Figure D2: Apartments in Exton, PA; courtesy of Ashbridge Apartments Facebook page



Figure D3: Amenities at Exton, PA apartments; courtesy of Ashbridge Apartments Facebook page

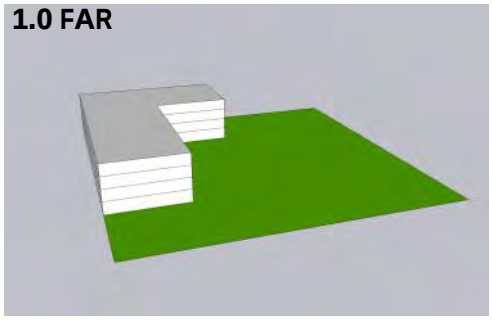
D. Form Based Design/Inspiration Images

D.2 — Building Density and Intensity

One of the key incentives for utilizing the MDO in the City West District is to permit greater density/ intensity. Consult table 3.34.5.D in the City West District text for greater detail. Without the MDO, the maximum Floor Area Ratio in City West is **0.275**. Under the MDO, the density of the net site area for single-use buildings is a maximum FAR of 2.0 in the City West North area and 1.0 in the City West South area. For mixed-use buildings, the maximum FAR is 2.5 for the north area and 1.5 for the south.

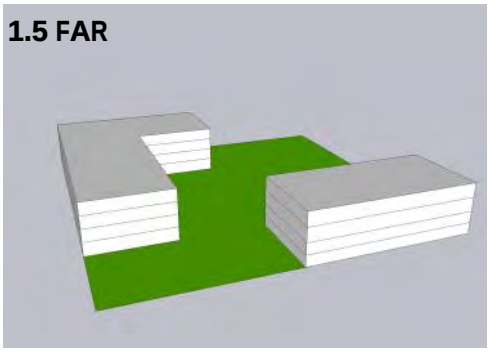
Figure D4: FAR Models depicting potential density available

Single-use buildings in City West South Area →



Four-story building covering a quarter of an acre

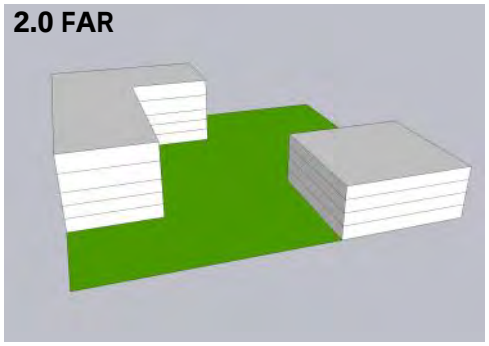
Mixed-use buildings in City West South Area →



Two four-story buildings, one covering a quarter of an acre and the other covering one eighth of an acre

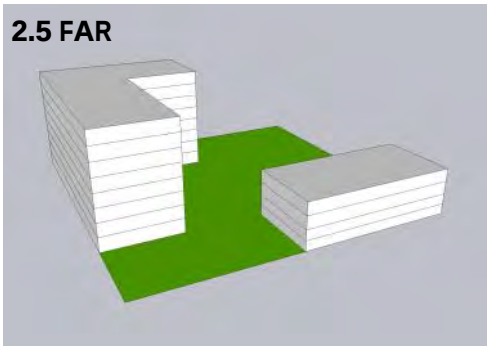
Note that other conditions such as height, parking and open space preservation must be met and may not be accurately portrayed by these massing models

Single-use buildings in City West North Area →



One six-story building covering a quarter of an acre and one four-story building covering an eighth of an acre

Mixed-use buildings in City West North Area →



One eight-story building covering a quarter of an acre and a four-story building covering an eighth of an acre

D. Form Based Design/Inspiration Images

D.2 — Building Density and Intensity

The following table is from the City West Mixed Development Option text and refers to the density of development in the district in terms of dwelling units per acre.

3.34.5.D Development Density/Intensity – Based on Net Site Area			
	Residential Only	Mixed-Use Developments	Mixed-Use Developments
Maximum Density[1]		Single Use Building	Multi-Use Building
City West North area	20 du/ac	25 du/ac	30 du/ac
City West South area	10 du/ac	15 du/ac	20 du/ac

[1]For all development, density/intensity shall be calculated for the net site area of the development



Haggerty Center/The Liv in Livonia is an example of horizontal mixed-use that includes retail/restaurant and single-use residential buildings on the site. The site has a density of 27.4 du/ac

Figure D5: Aerial of Haggerty Center/The Liv



Main Street Village in Novi is an example of a site with a density of 15.26 du/ac. Developments with this density—if incorporated with a nonresidential use on the site—would be permitted in the City West South area

Figure D6: Main Street Village in Novi

D. Form Based Design/Inspiration Images

D.2 — Building Density and Intensity

The following images show other real-world examples portraying what certain density can look like. Refer to table 3.34.5.D to see the required conditions for differing levels of density.

Figure D7 (right): Rendering of The Griffin Novi, by Singh Development



The two renderings shown here are proposed developments in Novi—the Griffin Novi (top) and the Bond (bottom). The Griffin will have a density of 23.6 du/ac while the Bond will have a density of 32.5 du/ac.

A residential-only site in the City West North area or a mixed-use site with multi-use buildings in the City West South area permits a maximum 20 du/ac, slightly less than that of The Griffin.

A mixed-use site with multi-use buildings in City West North permits about 30 du/ac, which would allow for a project such as The Bond.



Figure D8 (above): Rendering of The Bond, Humphreys & Partners Architects

Figure D9 (right): Aerial of Huntley Manor Apartments in Novi. Huntley Manor has an overall density of 7.6 du/ac, which would be permitted in the City West South area in a residential-only site.



NOTE: The minimum acreage for an MDO project is 5 acres, unless otherwise approved by City Council

D. Form Based Design/Inspiration Images

D.3 — Density Transition from Residential Districts

The City West District, while intended to be one of the most high-density districts in the City, shall provide a more moderate transition where it abuts Single-Family Residential Districts in City West South as portrayed in Figure D10 below.

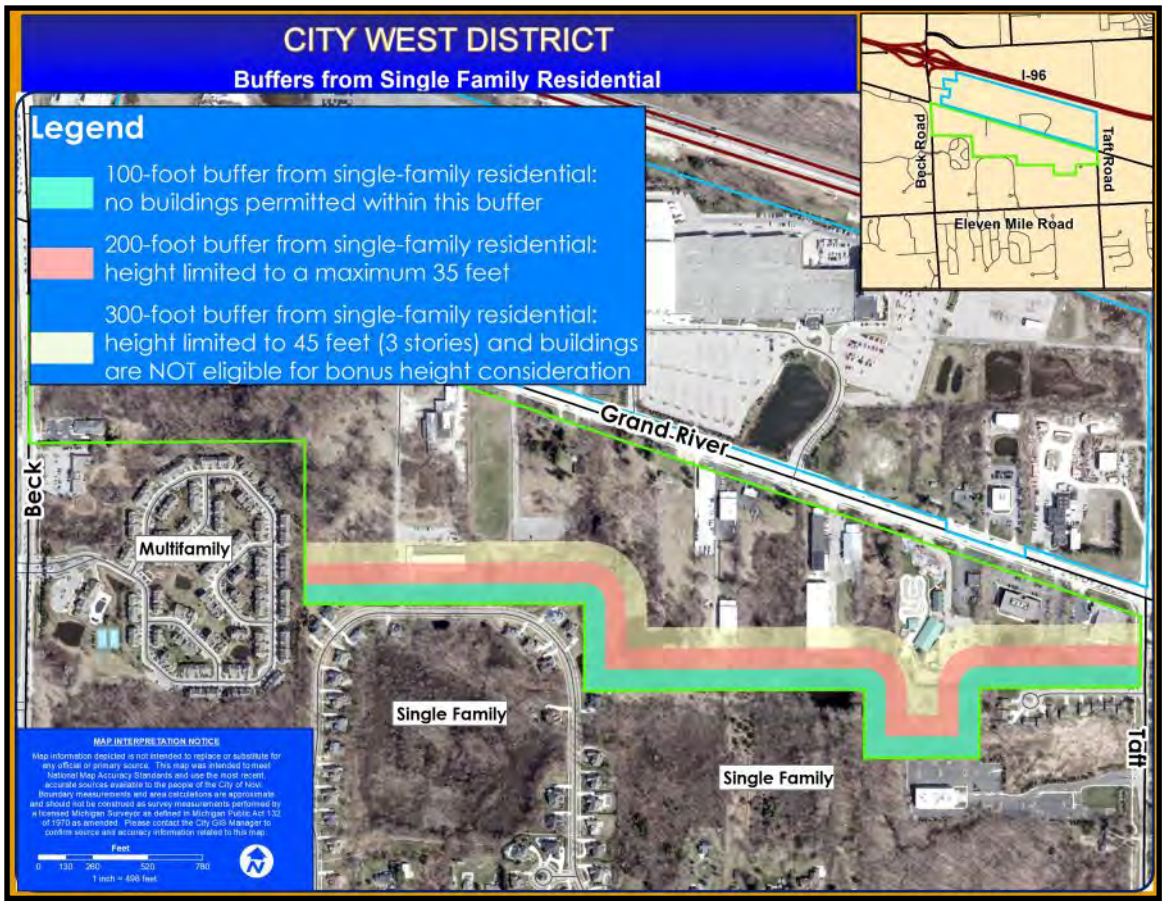


Figure D10: map of buffers from residential districts and associated conditions in City West



Figure D11: Main Street Village, pictured to the right, is an example of low-rise multi-family that could be built between 100 and 200 feet away from single family residential

D. Form Based Design/Inspiration Images

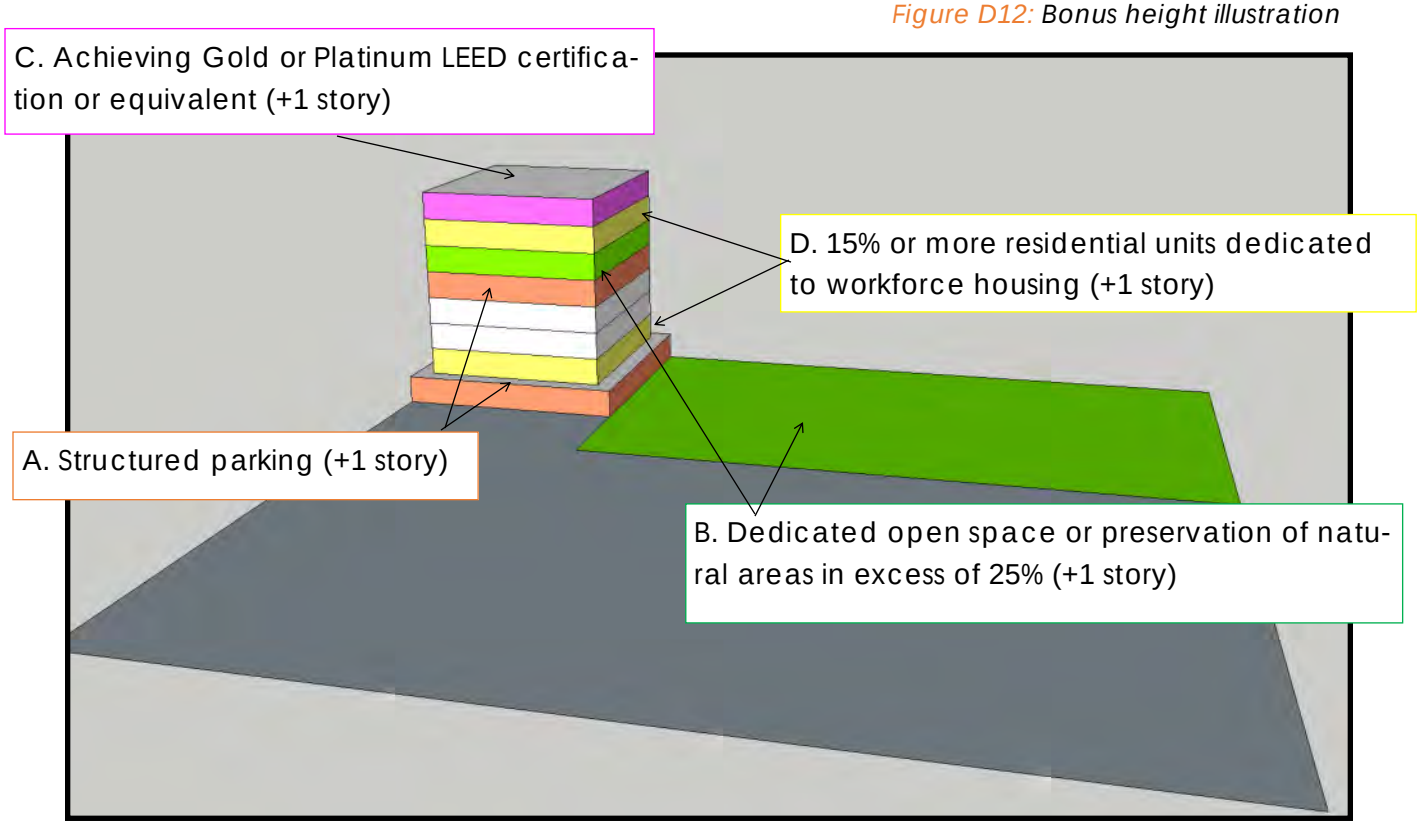
D.4 — Bonus Height

Within the City West District the minimum building height is 2 stories and the maximum building height is 3 stories. With the Mixed Use Development Option, the maximum height for City West North is 5 stories and the maximum height for the City West South area is 4 stories, but that **may be exceeded if bonus height conditions are met.**

Maximum building height in the north area may not exceed 115 feet or 8 stories, whichever is less, and in the south area no building shall exceed 55 feet or 4 stories, whichever is less.

The following model in Figure D12 shows examples of how to achieve greater building height through qualifying for the bonus height conditions as described in 3.34.5.B.

Figure D12: Bonus height illustration



A. Underground *or* structured parking (up to 2 additional floors—1 story per 125 spaces)

B. Providing 25% of the total site area as open space; the image above shows the open space consolidated in one location but this does not have to be the case

C. Applicants shall provide a narrative explaining how sustainability elements have been incorporated and quantify the impacts of those strategies

D. As described in section 3.34.5.B; the illustration above shows a floor dedicated to workforce housing in yellow and an additional floor in yellow depicting the bonus story granted for satisfying this condition

D. Form Based Design/Inspiration Images

D.4 — Bonus Height

Figure D13 below shows minimum and maximum heights allowed in City West.

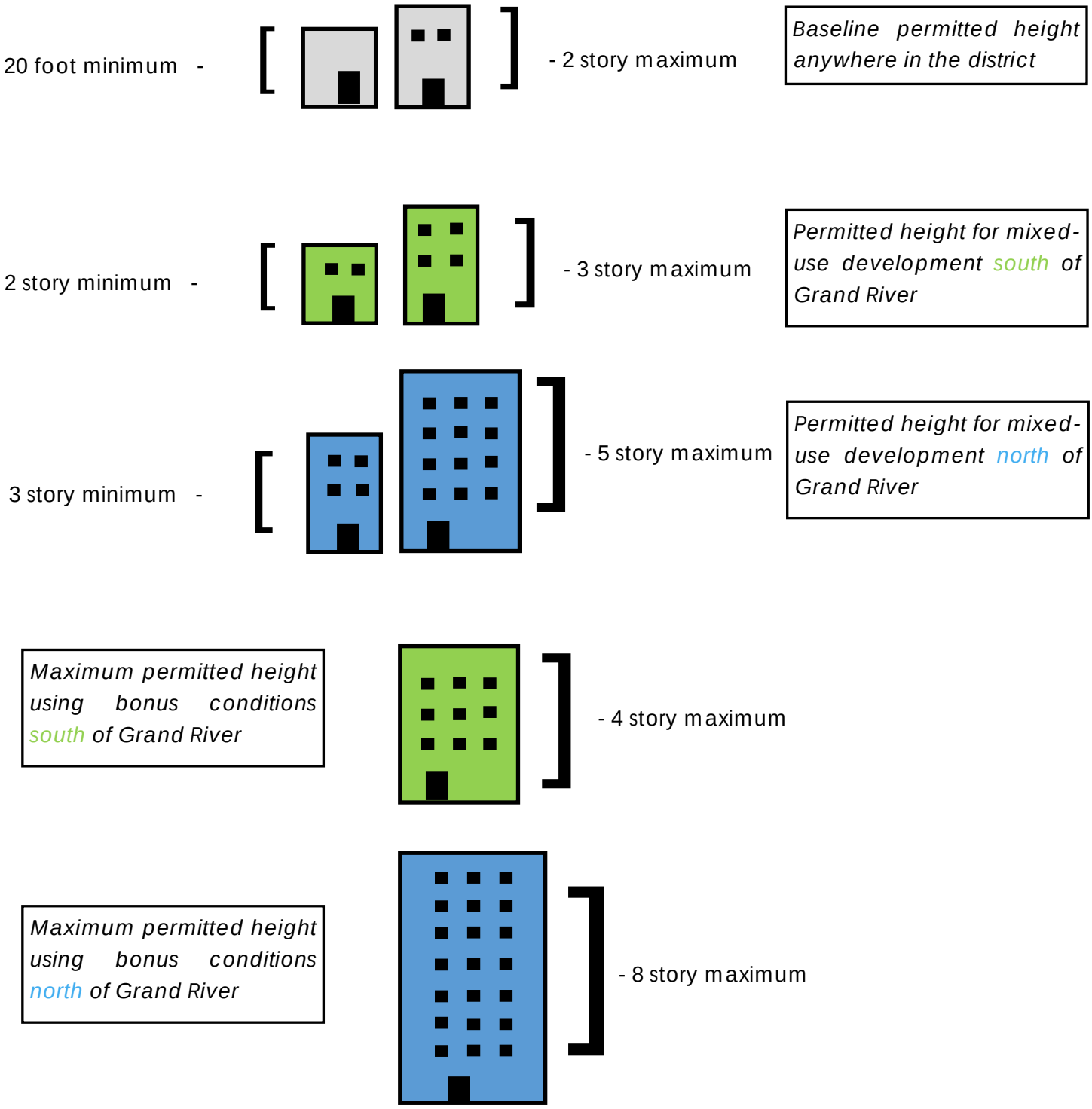
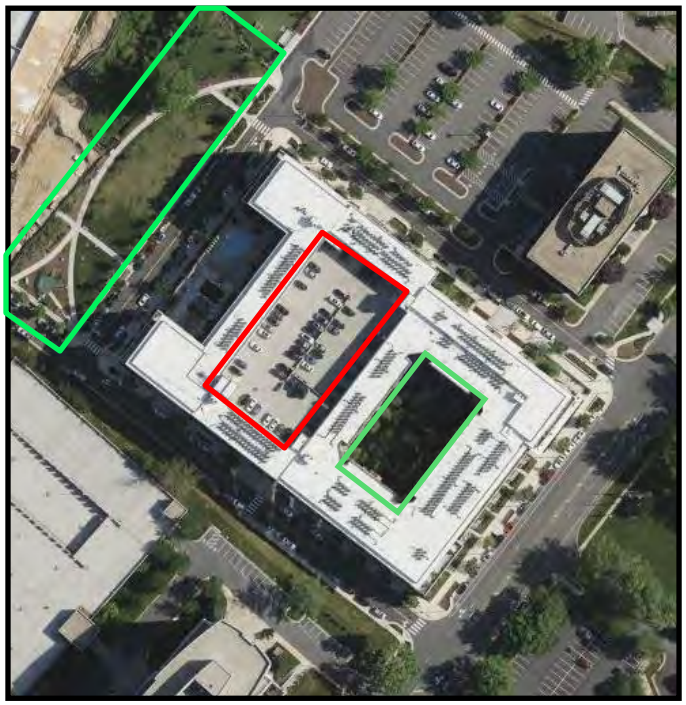


Figure D13: guide to allowable heights in City West

D. Form Based Design/Inspiration Images

D.4 — Bonus Height

Below are images of Highgate apartments, a residential building in Tysons, Virginia, a suburb of Washington, D.C. Structured parking is provided for residents with the entrance located on the ground floor. This is an example of a way for additional height to be granted through the bonus conditions as described in the City West Ordinance. Figure D14 shows an aerial of the apartment complex and the parking structure surrounded by the building. Figure D15 shows the street entrance to the garage and highlights the additional story granted from the inclusion of structured parking. Another way to earn bonus height is open space or preservation of natural areas in excess of 25%.



Allowing taller buildings can reduce the footprint and permit greater preservation of natural features and open space

Figure D14 (left): Aerial of Highgate Apartments in Tysons, VA with parking and open space highlighted.

The structured parking on the ground floor and the additional height granted via bonus height are highlighted in the image to the right

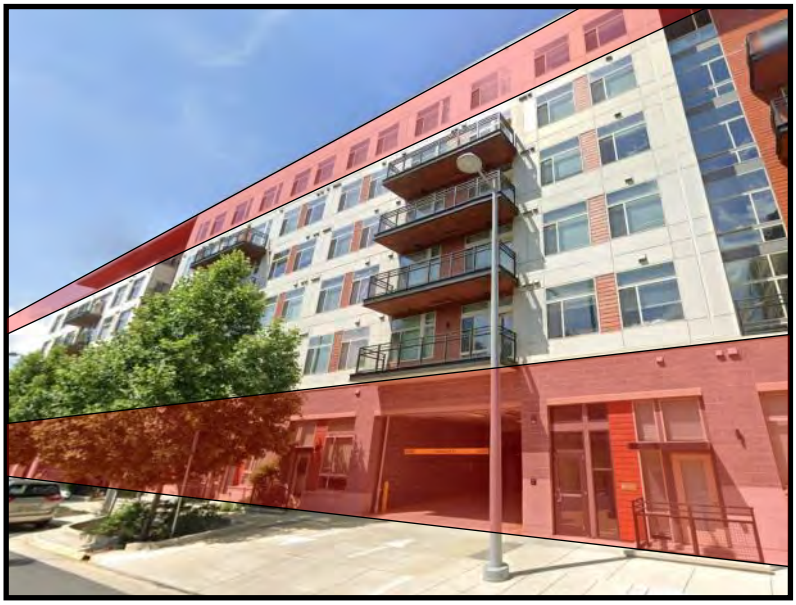


Figure D15: Street view of Highgate Apartments with structured parking entrance highlighted.

D. Form Based Design/Inspiration Images

D.4 — Bonus Height

Achieving gold or platinum LEED Certification or the equivalent can be done in many ways. The provision and use of energy and water efficient design, water conservation, reuse and preservation of resources, and sustainable lifestyle solutions are encouraged to be put into practice through this bonus height consideration. Visit the LEED Certification Levels web page to learn more.



Figure D16: Green infrastructure included in the streetscape; source: deeproot.com



Figure D17: Electric vehicle charging stations at the Novi Public Library; see subsection 5.2.15 for details on EV charging stations



Figure D18: Solar arrays built in parking lots on Michigan State University's campus

The images on this page are examples of sustainable components that can be incorporated in site planning. These components are integrated into a site in parking lots or landscaping areas.

D. Form Based Design/Inspiration Images

D.5 — Inspiration Images

The following images are from peer communities or within the City of Novi itself. They contain certain details that could be included in City West developments.



Figure D19 (above): Orenco Station neighborhood in Hillsboro, Oregon



D20 (left): Multi-family development in Carmel, Indiana

The landscaping and seating in the image to the right is an example of a public space being made available for nearby residents and visitors to meet. Civita Park also provides interactive fountains and play structures for children, sport courts, picnic areas, community gardens and native plantings.



Figure D21: Public seating and shade structure in San Diego, CA

D. Form Based Design/Inspiration Images

D.5 — Inspiration Images

Figures D22 and D23 show images of a development in Wayzata, Minnesota, composed of senior residential and associated services in the northern half with retail and service businesses located on the ground floors throughout the development.



Figure D22: aerial of The Promenade in Wayzata, Minnesota



Figure D23: public seating and amenity a part of Folkestone, a senior residential community in Wayzata; source: preshomes.org



Figure D24: 618 South Main Apartments in Ann Arbor provide structured parking within the building, high quality building materials, offsets in the architecture, and balconies for its residents

Folkestone and The Promenade work well together in the fact that the businesses that operate on the ground floors in and around Folkestone are often catered towards the older population.

It is the intent of the City West District to encourage developments that are complementary to one another.

E. Recommended Design Guidelines



E.1 General Standards

E.2 Pedestrian Circulation

E.3 Screening

E.4 Lighting

E.5 Site Furnishings

E.6 Bicycle Amenities

E.7 Public Gathering space/plazas/parks

E.8 Building Design

E.9 Parking Structures

E.10 Landscaping

E.11 Greenway Buffers

E. Recommended Design Guidelines

Section E — The Recommended Design Guidelines draws language from the Zoning Ordinance to explain design standards that are encouraged to be incorporated into developments in City West. Figures E1 and E2 are models containing certain aspects anticipated to be included in City West sites such as amenities for pedestrians, public meeting areas, signage, lighting, and other details as laid out in this section. The section will break each subsection into **Design Intent**, **Configuration and Scale**, and **Colors and Materials**, where possible.

Figure E1: Model of development with public gathering spaces

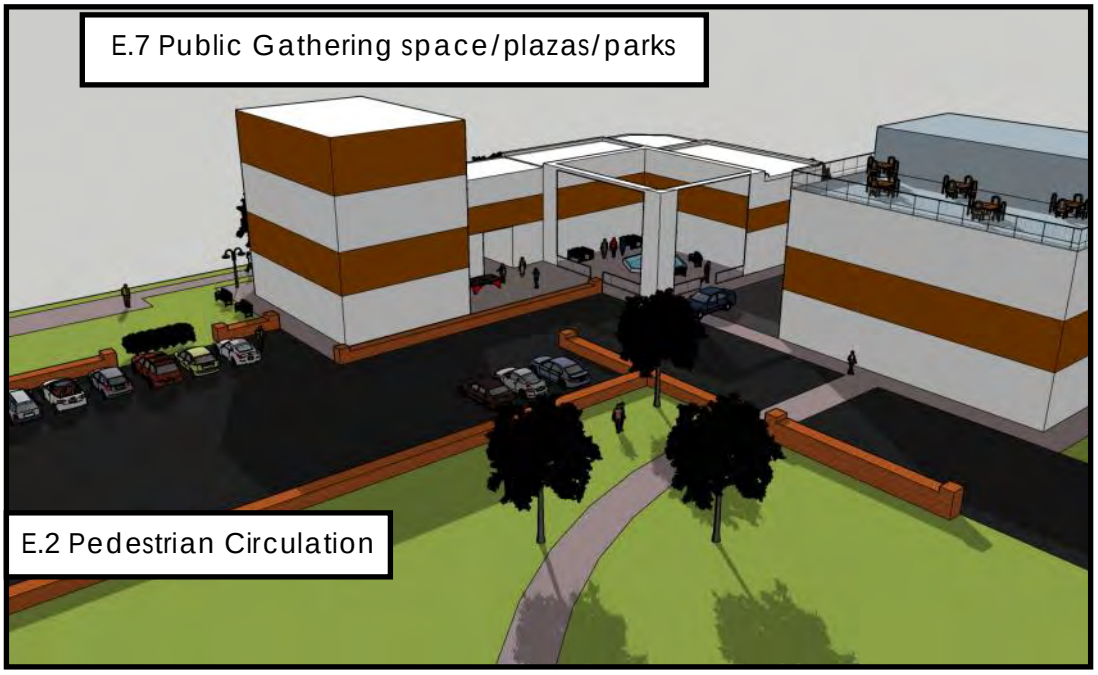
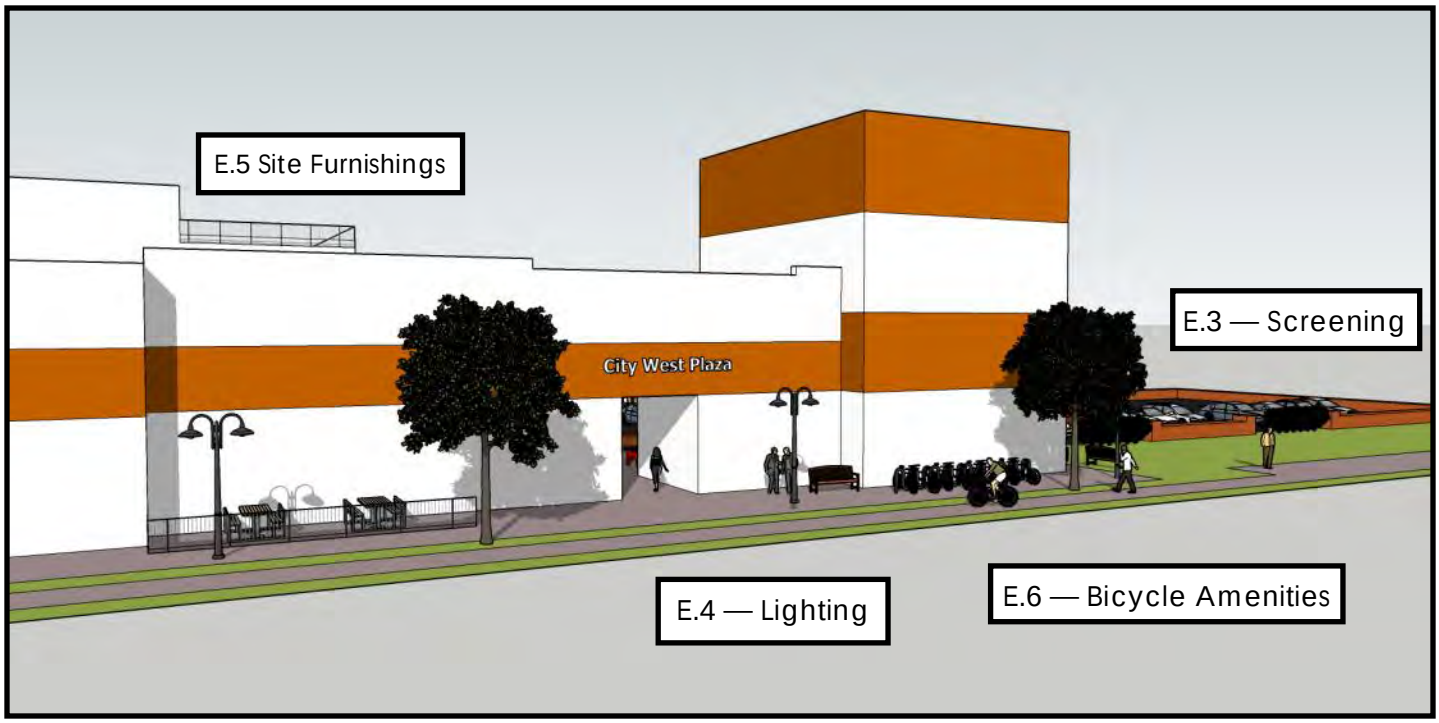


Figure E2: model with recommended design guidelines



E. Recommended Design Guidelines

E.1 — General Standards

Design Intent

The proposed uses will **complement and support the intent** of the City West district, the convention center and other established uses within this area of the City. Proposed projects will demonstrate that **design coordination and connection with adjacent properties,** developed or not, has been accomplished.



The Suburban Collection Showplace brings thousands of visitors to Novi every year. The uses in the City West District are meant to provide the visitors and guests of the city with entertainment and restaurant options, and other complementary uses, within a walkable distance.

Figure E3 (left): The Hyatt Hotel at the Suburban Collection Showplace in Novi

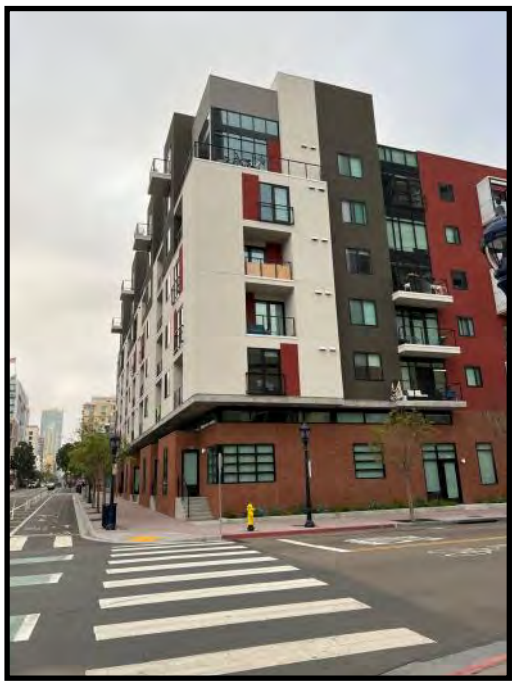
Configuration and Scale

Developments shall have an **attractive street-level environment** that focuses on the **pedestrian experience** and provides **public space amenities.**

Vehicular safety provisions and controls shall be applied particularly with regard to access to the surrounding street network



Figure E4: Splash pads in Carmel, IN



Colors and Materials

Aesthetic quality is improved in terms of design, exterior materials and landscaping, including internal compatibility within the development as well as its relationship to surrounding properties to accommodate future development

Figure E5: Apartment building in San Diego, CA with high-quality aesthetic design and exterior materials

E. Recommended Design Guidelines

E.2 — Pedestrian Circulation

Design Intent

Development will be pedestrian-oriented, with a high degree of transparency on the ground level and functional, attractive outdoor amenities such as plazas, seating and lighting. Parking is placed to the side or rear of main buildings, driveways are consolidated on the major thoroughfare, and on-street parking is permitted on secondary streets.

Scale and Configuration

All buildings shall be oriented parallel to the primary pedestrian street with direct entrances and windows facing the street.

Color and Materials

Entrance doors are encouraged to include architectural details such as contrasting paint or material colors and decorative trim.



Figure E6: Townhomes in Carmel, Indiana



Figure E7: Pedestrian amenities in Carmel, Indiana

MDO projects with a single use may be considered for density reserved for mixed-use projects if there is a clear relationship between complementary uses, including if direct pedestrian connections and buildings entrances are located within 300 feet measured along the pedestrian route (3.34.2.B)



Figure E8: Crosswalk at a residential development in Novi

E.2 — Pedestrian Circulation

Design intent

Site amenities shall create tidy and well-landscaped plazas and pedestrian walkways with decorative paving, pedestrian-scale lighting, seating, trash receptacles, landscape treatments, and attractive architectural features at entranceways and focal points of the development (e.g. arch, gateway, bell tower, fountain, public art). All such amenities shall be privately owned and maintained and shall be included in an open space maintenance agreement.



Figure E9: Model with fountain, pedestrian walkways, and seating

Scale and Configuration

Buildings shall be oriented on the property to emphasize a continuous street presence and provide greater pedestrian access and circulation to the site. The main entry to each building shall be from the primary public streetscape, with one entry for every 75 feet of façade along the front lot line. Alongside lot lines, functional entries are required every 100 feet, or fraction thereof, where sidewalks are present.

The design of pedestrian walkways and non-motorized paths shall be reviewed with the goal of achieving **connectivity and safety,** and also considering the objectives and intent of this district.

Street trees should be planted to define the pedestrian corridor and buffer traffic lanes. It will be necessary to understand mature tree height when trees are located within utility easements.

E.3 — Screening

Design Intent

Developments which abut off-site single family residential zoned property, shall incorporate noise reduction and visual screening provisions such as earthen and/or landscape berms and/or decorative walls, which shall be approved as to design and location. There is a perimeter setback and screening for the purpose of **buffering the development** in relation to major highways or adjacent residential developments. Developments should include proper setback, landscaping, and massing to address privacy and compatibility with adjacent developments or land.



Figure E10: Huntley Manor Apartments in Novi has screening that separates Grand River, a major arterial, from residential units. Both decorative walls and landscaping in the form of trees were used to screen the homes from the street.

Scale and Configuration

Surface parking lots shall be screened from all major thoroughfares by either (1) a two and one-half (2.5) foot ornamental brick or stone wall with intermittent landscaped breaks, or (2) a semi-transparent screening such as brick pilaster with metal decorative fence in order to maintain attractive streetscapes as approved by the City's Landscape Architect.

The figures below show the various screening treatments. Figure E11 shows a 2.5-foot brick or stone wall with a landscape break. Figure E12 shows a brick and metal decorative fence.

Figure E11: Brick wall with landscape break

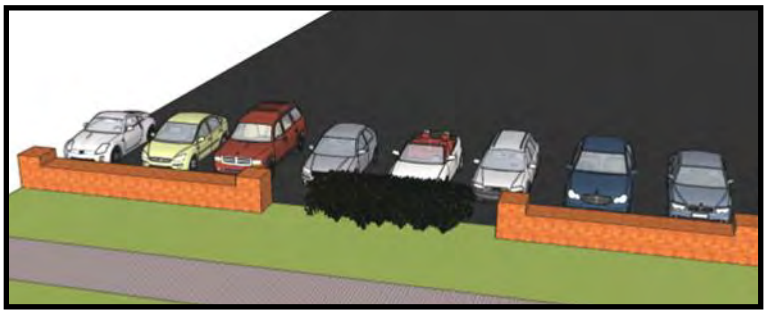
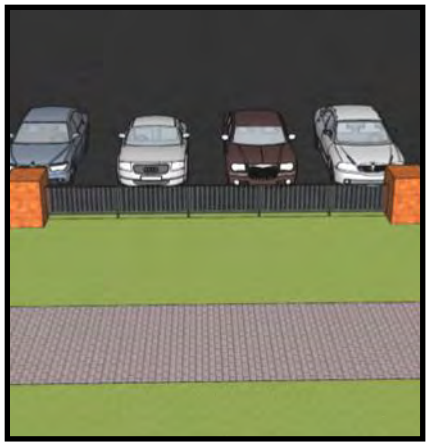


Figure E12: Brick with metal fence



E. Recommended Design Guidelines

E.4 — Lighting

Design Intent

Signage, lighting, streetscape, landscaping, building materials for the exterior of all structures, and other features of the project, shall be designed and completed with the objective of achieving an **integrated and controlled development**, consistent with the character of the community, surrounding development or developments, and natural features of the area.



LED Roadway Series; source: DTE Outdoor Lighting Catalog



LED Teardrop Series; source: DTE's Outdoor Lighting Catalog

Configuration and Scale

Height of light fixtures will depend on location in the district. The examples on the left include the LED Roadway Series, meant for local roadways and walkways, and the LED Teardrop Series, meant for downtown districts, plazas, and commercial developments.

Colors and Materials

Light fixtures shall reference DTE's latest Outdoor Lighting Catalog to determine both light fixture and light pole.

Lighting and landscaping are provided along the pathway to create a controlled environment. Lighting along pedestrian pathways is essential in maintaining a friendly, safe environment at all times of day.



Figure E14 (above): Monon Greenway in Carmel, IN

Figure E13 (below): street view of the Promenade in Wayzata, Minnesota



These examples provide ample lighting in addition to porticoes to shelter pedestrians from inclement weather when they walk from place to place.

E. Recommended Design Guidelines

E.5 — Site furnishings

Design Intent

Site amenities shall create tidy and well-landscaped plazas and pedestrian walkways with decorative paving, pedestrian-scale lighting, seating, trash receptacles, landscape treatments, and attractive architectural features at entranceways and focal points of the development (e.g., arch, gateway, bell tower, fountain, public art). All such amenities shall be privately owned and maintained.



Figure E15: The receptacle shown above is encouraged to be used as a site furnishing (DuMor receptacle 107— black)



Figure E16: The bench shown above is used in parks and along sidewalks within Novi

E.6 — Bicycle amenities

Design Intent

Bicycle parking shall meet or exceed the standards set forth in Section 5.16 Bicycle parking facility requirements. Figure E17, shown below on the left, exceeds the standards by providing bicycle fix-it stations in addition to the standard bicycle parking.



Figure E17: Bicycle parking and fix-it station along the Monon Trail in Carmel, Indiana



Figure E18: Bicycle parking outside of the Civic Center in Novi

E. Recommended Design Guidelines

E.7 — Public gathering space/plazas/parks

Design Intent

Open Space. A minimum of fifteen (15) percent of the gross site area of a commercial or mixed-use development shall be devoted to publicly accessible, permanently landscaped usable open spaces and pedestrian plaza areas (such as internal walkways, linear or pocket parks, plazas, or other space for public gatherings accessible to non-residential occupants and invitees). Common open space and amenities that **enrich the lives** of the residents should be incorporated.



Figure E19: Huntley Manor Apartments in Novi

Configuration and Scale

Small strips of landscaped area, landscaped end islands, and similar areas that are less than twenty (20) feet wide shall not be counted toward the required open space on the site. Up to 50% of the required open space may consist of areas that are regulated by City of Novi woodland and/or wetland ordinances **if they are permanently protected by conservation easements**. Wherever natural open spaces shall be created or preserved, they shall be **physically connected**, when possible, to adjacent natural open space areas.



Figure E20: Gateway Townhomes in Novi

Figure E21: Farmer's Market in Northville; source: Northville Chamber of Commerce



E. Recommended Design Guidelines

E.8 — Building design

A. All developments with two or more buildings shall be designed with **variation between building setbacks** and/or placement to avoid the creation of monotonous streetscapes. Site plans shall be designed with variation in both the patterns and the siting of structures so the appearance of the streetscape is not repetitive. The following design guidelines shall be considered:

B. Varying roof lines and forms: provide offsets or breaks in roof elevations of two (2) feet or greater in height. Incorporate roof pitch and materials of adjacent buildings into carport or garage roofs.

C. Building façade colors and materials: **At least two variations in color and materials** should be used in the treatment of the building façade. Decorative patterns on exterior materials may include scales/shingles, wainscoting, ornamentation, and similar features that incorporate texture and interest.

D. **Bays, porches and balconies**: Incorporate smaller-scale forms such as bays, recessed or projecting balconies or porches and dormers into the design to visually reduce the height and scale of the building and to emphasize the definition of individual units.

E. Wall offsets: A wall offset is defined as a projection or recess of a façade wall of at least two (2) feet in depth. Wall offsets should be incorporated onto those building facades having a length of 40 feet or greater. Wall offsets should be a minimum of six (6) feet in length.

F. Windows: **Decorative window features**, such as arched windows, transoms, decorative pediments, and/or window shutters that are sized appropriately and proportionally to the window are encouraged on those facades fronting on streets. The use of recessed windows, moldings, decorative trim and wood frames to add three-dimensional quality and shadow lines to the façade.
   - On retail buildings, windows within areas of the premises to which the public is invited shall be mostly transparent.

Additional conditions for Townhomes:

- No more than 8 attached units per building
- Minimum distance between buildings of 20 feet



Figure E22: Townhomes by Caliber Homes of Ontario

E. Recommended Design Guidelines

E.8 — Building design

Design Intent

Townhouse and apartment dwellings are **designed to be compatible** with surrounding neighborhoods and land use

Configuration and Scale

Structural placement, building orientation, and landscaping treatment along the streetscape and open space areas comply with design guidelines. Site design guidelines orient and cluster buildings and design parking, landscaping and open space in ways that **connect to surrounding neighborhoods and complement view-sheds** and surrounding natural features.

Compatibility and connectivity are recommended to take high priority in site design. Figure E23 to the right shows a clustering of residential buildings that frames the street. The plaza in Figure E24 below sits in front of an office building and can serve as a meeting place for those who live and work in the area.



Figure E23: Townhomes as residential infill in Traverse City, MI

Figure E24 (below): rendering of a plaza in Virginia Square in Arlington, Virginia; source: arlnow.com



E. Recommended Design Guidelines

E.9 — Parking Structures

Design Intent

Buildings are encouraged to have parking on the ground level or in structured garages. Structured parking within or under the building shall be aesthetically and effectively screened through architectural design, landscaping, or other means, from adjacent drives, walkways, and buildings, and particularly from the street level view.

Color and Materials

An architectural treatment, such as a finished fascia, shall be provided to shield any unfinished structural elements (including electrical elements, exposed metal beams, and fireproofing material) or mechanical appurtenances from a viewing position at grade from the opposite side of the street.

Scale and Configuration

The perimeter of each parking structure floor above street level shall have an opaque screen or other screening mechanism to shield automobiles from public view. The screen shall be at least 3½ feet high measured from the finished floor elevation.



Figure E25: Parking structure with screening and high quality material in Ann Arbor



Figure E26: Parking structure in Traverse City

- The top floor of parking structures that are open to the sky are subject to landscaping requirements for parking areas as described in subsection 5.5.3.C.
- 35% of parking structure frontage shall have foundation landscaping (living walls could meet that requirement

E. Recommended Design Guidelines

E.10 — Landscaping

Design Intent

The intent of the landscaping in City West is to promote walkability, create welcoming environments, and establish public areas where people may gather. Many aspects of the landscaping should be uniform across developments to promote the identity of a single district. City West is meant to be more urban in character, thus the landscape standards are less stringent compared to other areas of the City. Standards differ between commercial/mixed use buildings and strictly multifamily residential. See table 3.34.6.E in the ordinance text for mixed-use and commercial building requirements.

Configuration and Scale

In areas where the surface is made up primarily of concrete, box planters and other urban style planters can be used in front of each building, with occasional larger beds to provide visual interest. Planters should be placed to frame seating areas and in front of buildings. The quantity of trees planted shall be based on building frontage, but will be more flexible in order to prioritize healthy tree growth. For example, if steps are taken to ensure the longevity and health of planted trees, then the required quantity may be lessened. An example of this includes the use of silva cells with permeable pavers (seen below in Figure E27), or an approved equal alternative that encourages trees' survival with minimal open area.



Figure E27: Illustration of silva cells underneath urban trees; source: landscapeperformance.org

Colors and Materials

There should be a mix of evergreen and flowering plants used in planting to provide year-round interest. In order to protect trees from bike locks and other potential hazards, tree guards (seen below in Figure E28) are encouraged to be used.

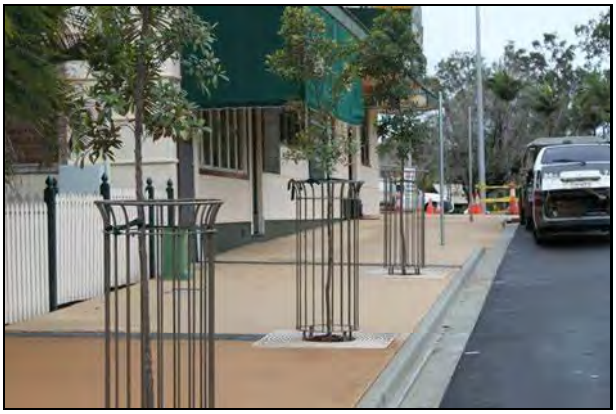


Figure E28 (above): Image of tree guards in New Zealand; source: urbaneffects.co.nz



Figure E29 (left): Image of a linear pocket park in between townhomes near Richmond, VA

E.10 — Landscaping

Flexibility

To allow for the necessary flexibility of urban landscape design, new landscaping standards have been established for both the residential, nonresidential, and mixed-use developments in City West. The new standards generally lessen the amount of landscaping required, including fewer canopy trees per dwelling unit, smaller greenbelts, and flexibility for paved open areas to include features such as movable planters to satisfy landscaping requirements.

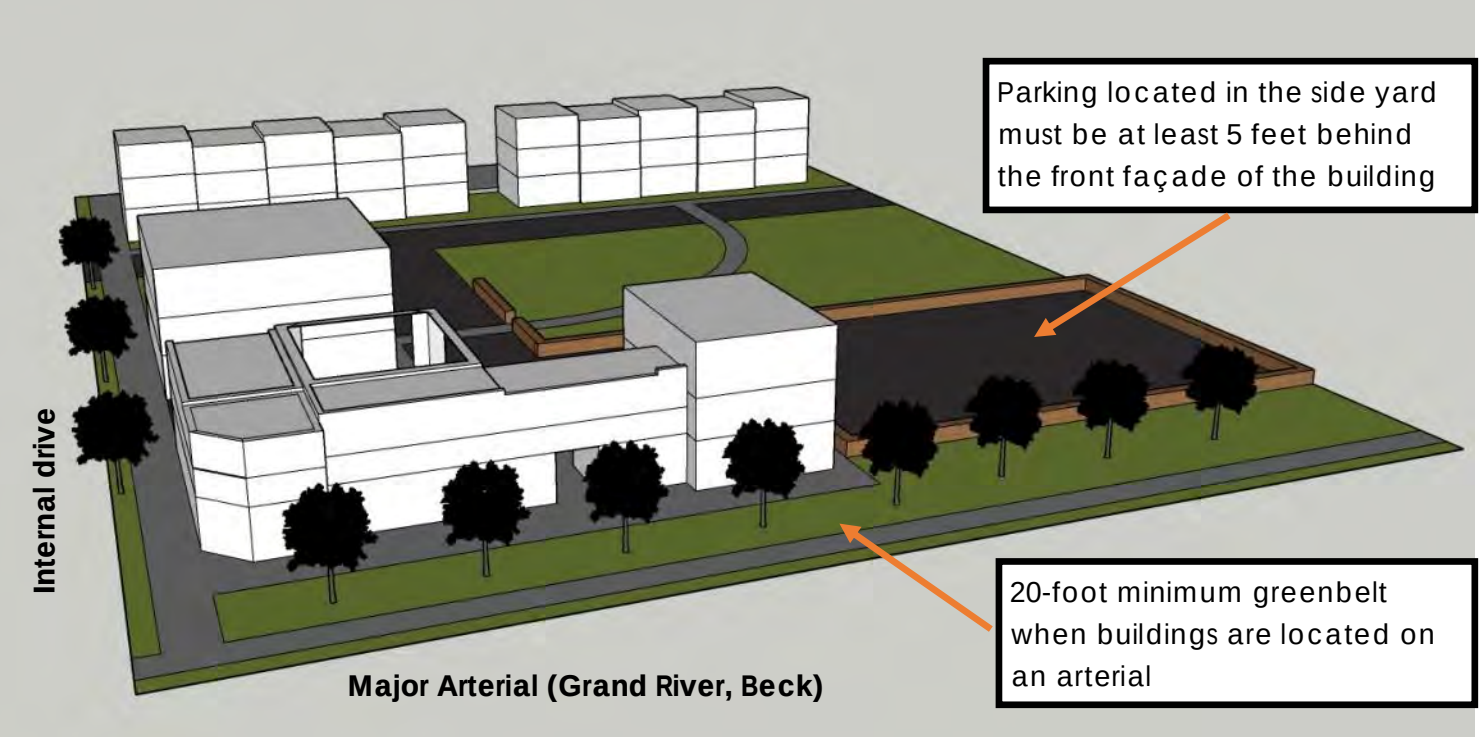


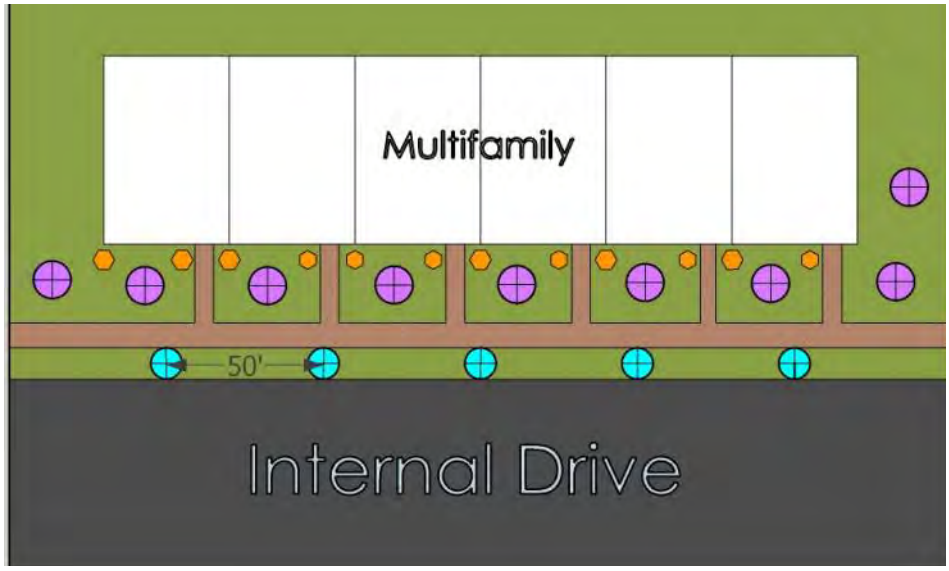
Figure E30: Model showing some new landscaping standards for City West

Greenbelt on an arterial (Grand River, Beck)

The greenbelt must meet a minimum 10 foot requirement if adjacent to parking and a 20 foot requirement if not adjacent to parking. See Figure E30 above. Even spacing of canopy and subcanopy trees is required. See Table **3.34.6.E Landscaping Requirements for Mixed Use/Commercial Buildings** in the ordinance text for more detail.

E. Recommended Design Guidelines

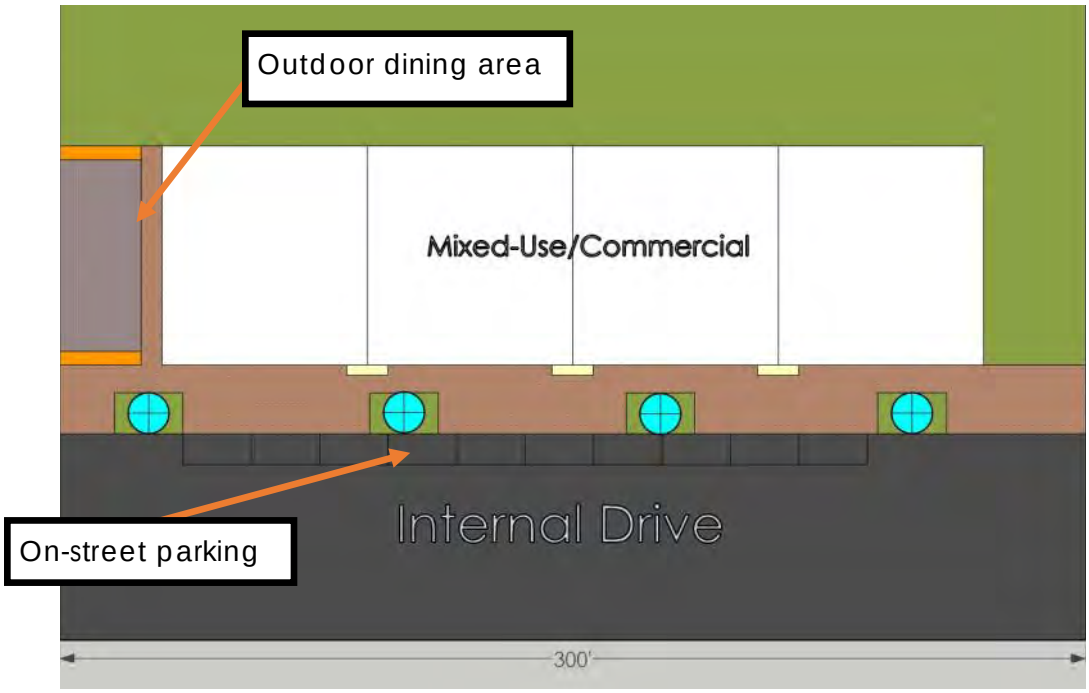
E.10 — Landscaping



For buildings that are standalone multifamily uses, the tree count will be based on the number of first livable floor units at **1.5 trees per unit**, in addition to **2 shrubs per first floor unit**. Interior street trees shall be placed **one per 50 linear feet.**

6 units x 1.5 trees/unit = 9 trees
6 units x 2 shrubs/unit = 12 shrubs
Canopy trees every 50 linear feet, evenly spaced

Figure E31: Landscaping standards model for multifamily



Commercial standalone buildings or mixed-use buildings with commercial on the first floor in City West have more urban landscaping standards than other similar uses throughout the City. For internal drives, there shall be **1 canopy tree per 75 linear feet**, spaced not closer than 25 feet apart from each other and planted in silva cells or equivalent substitutes to ensure tree health.

Figure E32: Landscaping standards model for mixed-use/commercial

Canopy trees every 75 linear feet, spaced not closer than 25 feet
60% of periphery landscaped for outdoor dining area (permanent beds or movable planters)
If sidewalk is 12 ft or wider, 15% of building frontage shall have foundation landscaping 2-3 feet deep

2016 MASTER PLAN FOR LAND USE

EXCERPT

Redevelopment Site 2: City West

Grand River Avenue between Taft and Beck includes the Suburban Collection Showplace, a convention center that plans to expand with additional convention space and an entertainment venue. Other development in this section of the Grand River Corridor is a mix of commercial, office, and industrial uses. Many sites are underutilized, disused, or vacant. This area offers the potential for the creation of a prominent new district combining entertainment, convention, commercial, office, and residential uses in a cohesive, high-density, walkable pattern. Structured parking and diagonal on -street parking along circulation roads will help to reduce the amount of land devoted solely to pavement. This plan envisions three to five story buildings for most of the area, while buildings with frontage on I-96 may rise as high as ten stories.

Components of the District

Residential Uses

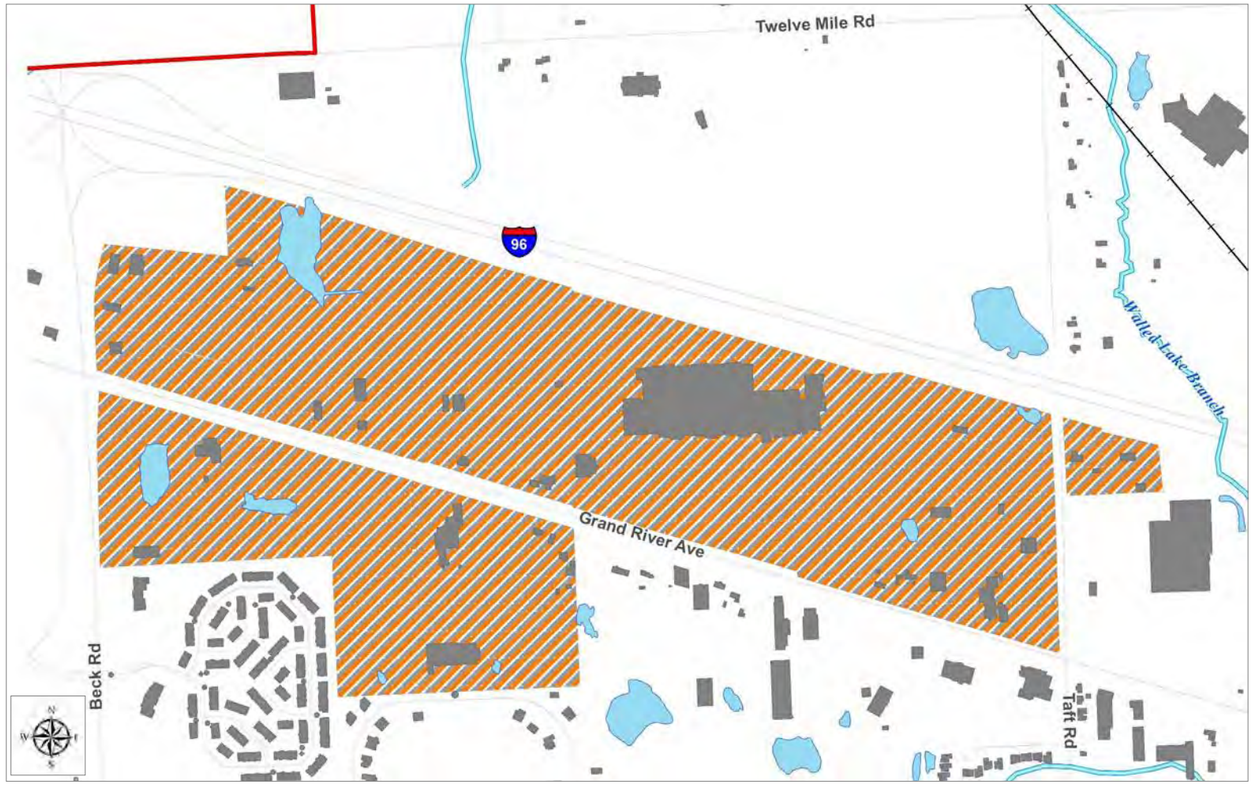
The residential components of City West should provide unique housing types, with an emphasis on types currently undersupplied in the City. In general, residential uses will be located above commercial uses, and all residential north of Grand River should be on the second floor or higher. Some ground floor residential uses such as row houses may be appropriate south of Grand River on the edge of the district as a transition to nearby neighborhoods. Live-work units may be an appropriate use as well, particularly if City West develops as an arts and entertainment district. Microapartments (small efficiency units) and small one-bedroom units may be an appropriate and viable development model for this area, especially given the needs of frequent business travelers and temporary residents at nearby Providence Park Hospital.

Commercial, Restaurant and Entertainment Uses

The district is envisioned as a distinct neighborhood as well as a complement to major nearby uses such as the Suburban Collection Showplace and the hospital. Commercial uses in this area could include specialty retail or a cluster of similar uses, such as high-fashion stores or art galleries, in addition to uses that serve nearby residents. Personal service uses would likely constitute a portion of the overall commercial picture in City West. Creating a vibrant restaurant and entertainment scene that spills into outdoor patios and open spaces, is a major goal of this redevelopment strategy.

Office Uses

Office uses in City West should be mostly limited to upper floors and, in vertically mixed buildings, may serve as a transition from retail and restaurant uses on lower levels to residential uses above.











Above, left: Map of City West land use planning area, including footprints of existing buildings. The largest building, at center, is the Suburban Collection Showplace, which is planning to expand. Above, right (clockwise from upper left): public art and gathering space amid high density mixed development in Asheville, NC; high quality building materials and ornamental landscaping in West Bloomfield, MI; finished alley with small retail use in Fort Collins, CO; public plaza and dense, mixed development in Princeton, NJ

Character of Development & Placemaking

For City West to become a true district, development must follow a unified approach. This could be achieved through the development of design standards or a form-based code to establish district-wide standards for building massing and location, streetscape, and public spaces. Building materials, landscaping, lighting, public furniture, and signage can all be addressed in standards for City West. These standards could also establish sub-districts (for instance, north of Grand River versus south of Grand River). To the extent possible, utilities should be buried.

The planned development of the City West district should include a mix of public plazas and parks that provide gathering places, as well as wide sidewalks that can accommodate outdoor dining. Programming of public spaces is encouraged to promote placemaking and strengthen the identity of the district.

Transportation

City West should be a walkable district that accommodates all road users and provides connections to Novi's existing and planned non-motorized pathways. Parking should be a mix of on-street spaces, small surface lots in side and rear yards, and, where density supports the investment, structures. Parking structures may stand alone or be integrated into other buildings, but in all cases, they should be designed to the same standards as other buildings in the district. Ground floor liner uses should be incorporated where possible. Parking plans should consider emerging trends in the automotive market such as the rapidly growing number of plug-in vehicles on the road, as well as the growth of car-sharing.

Walkability should be aided by compact development and frequent crossing locations on all internal streets, as well as signal protection at major intersections. Bicycle parking should be provided throughout the district, and sheltered where possible. Finally, if developed to its full potential, City West, with support from the hospital, could play a powerful role in the future development of mass transit on Grand River Avenue, serving as the westernmost destination point for bus rapid transit (BRT). The City should work with its neighbors to determine the feasibility of mass transit to serve the greater corridor and provide expanded mobility options for residents. The cities of Farmington and Farmington Hills have incorporated the potential for BRT along Grand River into their long-range plans.



Source: Roark Premier Team



Source: Elvert Barnes, Wikimedia Commons



Source: Carmel City Center





Source: Central Coast Low Impact Development Initiative

Clockwise from top left: Event in public space, North Hills development, Raleigh, NC, which includes a mix of low-profile buildings and taller structures, including a ten-story hotel; Main North in downtown Royal Oak, MI, is a ten-story mixed-use development with associated structured parking next to two movie theaters; Bioretention swale in Paso Robles, CA, which accomplishes some filtering of runoff before it enters the stormwater system; Carmel City Center in Carmel, IN, is a mixed use development located near the city's downtown Arts & Design District and was developed as part of Carmel's Range Line Road Corridor Plan; Arlington, VA's Pentagon Row project mixes commercial and residential uses around planned, multi-use public spaces.

Sustainability

The development of a new district presents a prime opportunity to consider development from a holistic standpoint. Development of City West should consider mitigating stormwater runoff through bioretention systems such as rain gardens and bioswales, and alleviating concentration of runoff through the use of permeable pavement. Should development proceed in a coordinated fashion, the City and its partners may consider pursuing LEED-ND certification through the United States Green Building Council; this certification not only provides confirmation that developers have adhered to sustainable development practices, but also serves as a marketing tool for the district. Landscaping with native plants, incorporation of alternative energy systems such as solar collectors or geothermal heat pumps into building designs, accommodations for electric vehicles, bicycle facilities, and, ultimately, integration with mass transit are all steps that can be taken to build a district that adheres in the long term to basic principles of environmental sustainability. When well-implemented, these measures can also help to limit certain long-term operational costs.



Above: Conceptual rendering of potential development of City West. This image is intended to show building massing, including one ten-story building, and provide an example of how buildings might interact with sidewalks and other public spaces. On-street parking spaces line every block, and most parking is concentrated in structures to the right of the image. Frequent programming of public spaces is encouraged

Development of the District

To facilitate and guide development of the City West district, development of a new zoning classification will be necessary. Form-based standards for the district should be considered as one method of achieving the desired development pattern. The district would likely be more effective if adopted as a stand-alone district rather than as an overlay to existing zoning.



Above: Image, based on development in St. Charles, Missouri, showing the type of streetscape that might characterize City West, along with the three-to-five story buildings envisioned for most of the area north of Grand River. Ground floor retail, space-efficient diagonal parking spaces, and upper floors devoted to office and residential uses combine with an aesthetically pleasing public realm to create a vibrant, pedestrian-friendly district that feels like a cohesive neighborhood.

LETTER TO PROPERTY OWNERS

August 6, 2024

Dear City of Novi property owner or current tenant,

City of Novi staff have been working on drafting an ordinance to establish a new zoning district that is intended to create a higher-density, pedestrian-oriented area with a mix of uses including residential, office, retail, and commercial. The City West District will lie north and south of Grand River Avenue and stretch from Beck to Taft, with a few exclusions. Please consult the included map for reference of the new district.

On May 20, 2024, the City Council adopted new ordinance language for both the north and south sides of Grand River Avenue, and rezoned the north side of Grand River to City West. The City Council left open the option to potentially rezone the south side of Grand River Avenue at a later date. At the request of Mayor Fischer, Planning Department staff is now bringing back for new consideration the rezoning of most of the south side of Grand River to the City West District,

The adopted ordinance text includes two sections, the first of which establishes the district and underlying requirements for all buildings and uses. The second section establishes the Mixed-Use Development Option, meant to incentivize mixed-use development by offering greater height, density, and more permitted uses, as well as greater flexibility in development standards. Please visit www.cityofnovi.org/services/community-development and scroll to the What's Trending section to view the adopted City West ordinance text and accompanying Design Guide.

Modifications from prior draft ordinance

Some modifications of the ordinance for the south side of Grand River since the February 2023 letter was sent to property owners and renters, include the following:

- Limitation on building height and additional building and parking setback where property abuts residential
- Additional emphasis on preserving natural features

Most of the modifications were made due to concerns heard at the public hearing from nearby residents, or by concerns raised by the Planning Commission and City Council during the review in 2023 and 2024.

Comments requested

You are receiving this letter because you own or rent property in this proposed district and your opinion on the future of this area in the city is vitally important. It is the hope of city staff that property owners in this proposed district can take the time to review both the ordinance text and the Design Guide to understand the district that the city is envisioning for City West. We hope to get as many comments as possible before a public

CITY COUNCIL

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City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

cityofnovi.org

hearing is scheduled for consideration by the Planning Commission for a recommendation to the City Council.

A fillable online form can be found at the web page listed above, where we welcome your feedback. The form also provides the opportunity to input contact information if you wish to meet with us in person or virtually on Microsoft Teams. Please email Lindsay Bell at lbell@cityofnovi.org or call the Community Development Department at 248.347.0475 if you have any further questions or would prefer to set up a meeting directly.

Thank you,
Barbara McBeth, AICP
City Planner

PLANNING COMMISSION MINUTES

EXCERPT MAY 10, 2023

PLANNING COMMISSION MINUTES

CITY OF NOVI
Regular Meeting
May 10, 2023 7:00 PM

Council Chambers | Novi Civic Center
45175 W. Ten Mile, 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, Member Verma
Staff:	Barbara McBeth, City Planner, Elizabeth Saarela, City Attorney; Lindsay Bell, Senior Planner; Christian Carroll, Planner; James Hill, Planner; Rick Meader, Landscape Architect; Ben Croy, City Engineer

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Motion made by Member Lynch and seconded by Member Roney to approve the agenda.

ROLL CALL VOTE ON MOTION TO APPROVE THE MAY 10, 2023 PLANNING COMMISSION AGENDA MOVED BY MEMBER LYNCH AND SECONDED BY MEMBER RONEY.

Motion carried 7-0.

AUDIENCE PARTICIPATION

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

Dorothy Duchesneau, 1191 South Lake Drive, expressed concerns after becoming aware that the City is considering the possible inclusion of Accessory Dwelling Units (ADU) to the single family zoning districts. It is an admirable idea to allow a smaller dwelling footprint that can be used to house an aging family member or full-time on-site caregiver, but this needs to be attached to the existing home, not an additional building. Older Novi residents have shown they don't want to move out of Novi as they age, but the availability of smaller homes in Novi is scarce. If the City is not careful in how this is enacted, it will become a magnet for short term Airbnb, VRBO and HomeToGo rentals and Craigslist listings. In essence, this would create in-home businesses in areas that are not in keeping with what the neighbors expected to live near. The rules for Accessory Dwelling Units should be written before ADU's are added to the Residential zoning districts. It needs to be determined how this affects the Principal Residential Exemption in Michigan.

Chair Pehrson closed the first public participation.

CORRESPONDENCE

There was not any correspondence.

COMMITTEE REPORTS

In the matter of 22585 Evergreen Court Woodland Permit, motion to approve Woodland Use Permit, PBR23-0107, for the removal of eleven regulated woodland trees within an area mapped as City Regulated Woodland at 22535 Evergreen Court for the construction of a single-family residence. The approval is subject to on-site tree replacements to the extent possible and payment into the City's Tree Fund for any outstanding Woodland Replacement Credits, along with any other conditions as listed in the Woodland Consultant's review letter.

ROLL CALL VOTE ON MOTION TO APPROVE WOODLAND USE PERMIT PBR23-0107 MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH.

Motion carried 7-0.

2. **CITY WEST TEXT AMENDMENT 18.296**
   Public hearing of the staff-initiated request for Planning Commission's recommendation to City Council regarding Text Amendment 18.296 in order to create a new zoning district, CW City West, with associated changes to reference the new district as appropriate, and to amend text related to the EXO District, to reflect an underlying zoning of CW - City West.

City Planner Barb McBeth relayed that before Senior Planner Bell presents information on the draft City West Ordinance, Design Guide, and the potential rezoning of land, she would like to share a few concepts from the 2016 Master Plan for Land Use. The Chapter in the Master Plan titled Redevelopment Strategies says, "*As outlined in this 2016 Master Plan Update, the City of Novi seeks to maintain its high quality single-family neighborhoods, preserve natural features, support business growth, improve traffic, and create an authentic identity. To implement this vision, three specific redevelopment sites have been identified by the City that are currently vacant or under-utilized, given their location, unique features, and size. The plan stated the redevelopment of these sites offers the opportunity to increase housing and stimulate business growth in concentrated areas of the City, allowing the rest of the City to retain its existing suburban character.*" Following is a summary of the three redevelopment sites.

The first redevelopment site identified in the 2016 Master Plan is located at the intersection of Old Novi Road and Thirteen Mile Road and was referred to as Pavilion Shore Village. The plan envisioned that redevelopment of this area could establish a unique sense of place by providing housing and commercial uses that are inspired by the natural and recreational features of the nearby park and lake.

Following the approval of the Master Plan, and the submittal of the developer's plans that went through the Planned Rezoning Overlay process, that area of Novi has now been redeveloped with 20 homes within the Lakeview development. Many of the new homes have a view of Walled Lake and Pavilion Shore Park as anticipated in the master plan.

The second redevelopment site identified in the Master Plan is located at the northeast corner of Grand River Avenue and Town Center Drive and has been known as "The Anglin Property." The property is approximately 10 acres in size and had been used as a car wash and garden supply yard.

Following the approval of the Master Plan, a developer presented plans for the site (and an adjacent property) to allow for redevelopment of the properties using the City's PRO process. The development is now called Sakura.

The approved plan shows an Asian-themed mixed-use development with access points off Grand River Avenue and Eleven Mile Road. The commercial portion of the project will consist of four buildings containing office, retail and restaurant spaces. Up to 132 multifamily residential rental units in 22 townhome buildings would be located on the northern portion of the site with access to Eleven Mile Road. The existing pond on the west side of the site would serve as a focal point and public gathering space, to be enhanced with Japanese-style gardens and a walkway with amenities around the perimeter. The Sakura site has been cleared and graded and the applicant is now in the final stages of site plan approval for this project.

City West is the third redevelopment site that was presented in the 2016 Master Plan and is being

presented and discussed this evening,with the goal toward implementing some more of the Master Plan's recommendations. Implementation of this recommendation is being done through the development of detailed zoning ordinance standards, and through the city-initiated rezoning of the involved property. Lindsay will provide detailed presentations regarding both matters in a few minutes, but I will share a few of the details of the Master Plan's guiding principles for City West that provided the direction for the proposed ordinance language.

The Master Plan noted that Grand River Avenue between Taft and Beck Road includes the Suburban Collection Showplace, a convention center with space to expand if needed, as well as a mix of commercial, office, and industrial uses. The Master Plan noted that many sites along this part of Grand River are underutilized, disused, or vacant, but the plan also noted that this area offers the potential for the creation of a prominent new district combining entertainment, convention, commercial, office, and residential uses in a cohesive, high-density, walkable pattern.

The Master Plan envisioned three to five story buildings for most of the area, while buildings on the north side of Grand River, with frontage on I-96 may rise as high as ten stories. While the Master Plan anticipated buildings as high as ten stories, during the evaluation and drafting of the proposed ordinance, the maximum number of stories as currently proposed will be limited to 8 stories on the north side of Grand River, and a maximum of 5 stories on the south side of Grand River. Lindsay will explain this further during her presentations.

Components of the District anticipated that the new City West district would consist of Residential Uses, as well as commercial, restaurant and entertainment uses. Townhouses may be appropriate south of Grand River on the edge of the district as a transition to nearby homes and neighborhoods. Mixed-use buildings including commercial on the first floor and residential on the second floor or higher was also anticipated for other areas of the district.

The City West district is envisioned as a distinct neighborhood as well as a complement to major nearby uses such as the Suburban Collection Showplace and the Ascension Providence Park hospital. The Master Plan notes that Commercial uses in this area could include specialty retail stores or art galleries, in addition to uses that serve nearby residents, and personal service uses. Creating a vibrant restaurant and entertainment scene that spills into outdoor patios and open spaces is a major goal of this redevelopment strategy.

Finally, the Master Plan talked about sustainability aspects within the City West District. The Master Plan notes that development of a new district presents a prime opportunity to consider development from a holistic standpoint. The development of City West should consider mitigating stormwater runoff through bioretention systems such as rain gardens and bioswales, and alleviating concentration of runoff through use of permeable pavement. As the Commission knows, the City's Wetland Ordinance and Woodland Preservation Ordinances will still apply to any developments within this new district and will be reviewed in detail along with individual site plans as those are submitted to the city for review.

Further sustainability aspects include Landscaping with native plants, incorporation of alternative energy systems such as solar collectors or geothermal heat pumps into building designs, accommodations for electric vehicles, bicycle facilities, and, ultimately, integration with mass transit. The plan noted that these are all steps that can be taken to build a district that adheres in the long term to basic principles of environmental sustainability. When well-implemented, these measures can also help to limit certain long-term operational costs.

The Planning Commission is aware that the staff and the City attorney have been working on the details of the draft ordinance and the design guide over an extended period of time, with updates provided to the Implementation Committee along the way, incorporating the committee's recommendations into subsequent drafts. We are looking forward to your comments as a part of the implementation of the recommendations of this part of the Master Plan.

Senior Planner Lindsay Bell relayed as City Planner McBeth has outlined, the 2016 Master Plan provided a clear vision for what City West could become. The challenge for staff over the last 4+ years has been to

craft an ordinance that would allow, support and encourage that vision to become a reality.

Working with the Planning Commission's Implementation Committee, and the City Attorney's office, we have developed the City West Zoning Ordinance text to provide the standards under which properties in the new district will be developed, as well as a Design Guide that offers visual examples that the Master Plan and ordinance language are working together to accomplish. The Design Guide complements the ordinance language and will be made part of the ordinance by reference. It includes background information on the area, inspiration images from around Novi and other communities, and 3D models to visually show certain requirements or suggestions. The intent is that both documents would be used in conjunction to guide development within the district. Each 3D model shown in the Design Guide is conceptual only; actual projects would need to be designed by professional architects and engineers based on specific on-the-ground information not currently available to staff.

The history and existing conditions of the proposed area to be rezoned will be presented for the Zoning Map Amendment public hearing.

As the current 2023 Master Plan update effort continues, Novi continues to grow, as evident from the 20% population growth from 2010-2020. At the recent community open houses, 74% of participants indicated the City West area should be "transformed" when given the definition "long-term and large-scale change in the appearance and function of an area with the intent for dramatic shift in use, design, and accessibility." Another 21% indicated the area should "evolve," while only 5% thought the area should be "maintained" in its current state.

The City West area provides an opportunity to expand the housing choices available for young professionals, empty nesters, and other residents who prioritize a more urban, walkable community, easy access to the highway and destinations within Novi, and entertainment opportunities. Grand River Avenue is a major corridor with greater road capacity than many areas of the city. SMART has recently released its proposed route expansion, and has proposed extending bus service along the Grand River corridor through Novi and into Wixom. One of the proposed locations for a transit stop would be within the City West area.

Over time, the City West ordinance has evolved to incorporate elements of the Town Center districts, Gateway East and the Planned Development options. We also drew from examples of mixed use districts in other communities, as well as best practices in planning guidelines.

The City West District includes a baseline level of development for principal permitted uses, which would be allowed at a similar intensity to what can currently develop in the I-1 District. At the baseline level of development, building height is limited to three stories.

The ordinance includes an optional Mixed-Use Development Option (MDO) which permits a wider range of uses and higher intensity development in order to encourage the creation of a dynamic mix of compatible uses. While the MDO provides greater flexibility in parking and landscaping, as well as setbacks and building height to allow a more urban form of development, projects will still be subject to other applicable codes and regulations of the City, including Wetland and Watercourse protection, the Woodland Ordinance, Stormwater detention standards, façade and landscape requirements, as well as lighting and noise ordinances.

Approvals of MDO projects are up to the discretion of City Council, and subject to the project meeting various criteria.

One of the project criteria to be evaluated is whether a proposed site design and layout minimizes negative impacts on existing natural features. Other criteria provide stipulations that surrounding landowners shall not be unreasonably burdened, and the proposed development is deemed to be compatible/harmonious with surrounding area.

While the proposed ordinance standards allow for greater height along the north side of Grand River for MDO projects, staff believes that most projects will have 3-5 story buildings, with additional height

potentially requested for mixed-use buildings, or for a signature office building or hotel. The maximum height is limited to eight stories in the proposed ordinance for developments on the north side of Grand River Avenue, and five stories on the south side of Grand River Avenue.

The proposed provisions permitting higher buildings involves meeting specific criteria:

- Preservation of open space (25% of site or more)
- Using sustainable building elements and design strategies (ex: LEED Best Practices)
- Allocation of units for Workforce Housing (at least 15%); or
- Lower-level parking or parking garage to limit impervious surfaces

The Grand River Avenue corridor, running from downtown Detroit all the way to Lake Michigan on the west side of the state, bisects the City West area. In this area of the city, Grand River is an auto-centric five-lane major arterial with a speed limit of 50 miles per hour. Staff would pursue funding to study alternatives for making this area safer for pedestrians and bicyclists to get between the north and south sides of the district as marked crossings are currently available only in three locations: the Grand River and Beck Road signal, the signal at the main entrance to the Suburban Showplace, and the Taft Road signal. The Design Guide provides samples of elevated pedestrian bridges and street-level crossings with a raised median as possible design options to consider, however those are not the only alternatives. Traffic calming measures may also be recommended, such as reducing the speed limit through the district.

Development in this district is required to meet specific design standards to ensure future development is cohesive and walkable. Buildings are meant to front on internal street networks rather than Grand River to create a more pedestrian-friendly development than the thoroughfare can offer. Shared off-street parking facilities are encouraged. Development projects are required to provide public plazas and open spaces for gathering.

City West is meant to have sidewalks and pathways throughout the district, providing connections to the City's non-motorized network beyond the district. The recently expanded Ascension Providence campus trail network provides miles of non-motorized opportunities, and connects to the ITC Trail. Bosco Fields park is accessible via Beck Road less than 1 mile away. The planned project to expand Beck Road between 11 Mile and Grand River includes the completion of missing sidewalk segments on the east side of Beck Road. Taft Road already includes on-road bike lanes as well as an 8-foot pathway (except for a small segment near the intersection of Taft and 10 Mile where it drops to 5 feet) on the west side of the road from Grand River to south of 9 Mile. This facility connects the City West area to several Novi schools, as well as the library and Civic Center campus. Pathways along Grand River also provide a direct connection to the Town Center area within a 1-2 mile distance.

Residential uses can be developed under the MDO, either as a stand-alone use or as part of a mixed-use project. The granting of a Mixed-Use Development Option requires review and recommendation by the Planning Commission and approval of the City Council. As part of the review and approval process, and in light of the potential additional uses and flexible building standards, the development will be subject to certain conditions, and will have to demonstrate conformance with the Design Guide adopted by the City as part of this ordinance. The MDO process is similar to the approval process for the PD-1 and PD-2 Options, with City Council authorized to grant deviations to area, bulk, yard and dimensional requirements, as well as density, if found to be an enhancement in the public interest and to not be detrimental to the natural features and resources of the affected property and surrounding area, or would enhance or preserve such natural features and resources.

The City West area south of Grand River Avenue is directly adjacent to areas designated for multi-family and single-family residential. This portion of the district is intended to provide a gradual transition to the surrounding uses, with buildings between two to five stories tall. Within 100 feet of existing single family residential areas to the south, non-residential uses are not permitted, and residential buildings are limited to 35 feet in height to ensure a proper transition and prevent undue impact on the existing neighbors. The 100-foot setback for non-residential uses is consistent with current I-1 District requirements, to insure that no new hardship is created on landowners, and adjacent residents are afforded the same protections that exist today.

Residential buildings are required to be set back a minimum 2 feet for each foot of building height. If the maximum building height of 35 feet is proposed, that structure would require a minimum 70-foot setback from the single-family district. By way of comparison with existing multiple family zoning districts in Novi, in the RM-1 and RM-2 Districts, the minimum side and rear yard setbacks are 75 feet. As a comparison, the existing Central Park Estates buildings are setback about 70 feet from the property line. The City West district also requires a 50-foot setback for any parking areas adjacent to single family zoning districts, as well as the installation of a wall or landscaped berm to provide screening. The landscape ordinance requirement for a 6 to 8 foot screening wall or berm would also apply where adjacent to single family districts.

The creation of the new district also requires some amendments to other parts of the Zoning Ordinance, especially for various Use Standards in Chapter 4, and for the sections related to the EXO Exposition Overlay District. As we are proposing to change the underlying zoning to City West, that requires changes also be made to the description and permitted uses of the EXO, and the required conditions, while still allowing the exposition facility to remain and expand, as needed.

Staff have engaged with property owners and relevant stakeholders through mail notifications, in-person meetings with developers, tenants, and landowners of all 54 parcels subject to the rezoning, and by providing a feedback form on the City website. All the responses from landowners within the district have showed positive support for the amendment to the Ordinance. Some property owners were concerned over how the change would affect a current use that would become nonconforming, but that concern was eased after explaining how nonconforming uses or structures would be permitted to continue, and even expand in a limited capacity. Some current nonconforming uses would actually become more conforming under the proposed standards, such as restaurant uses in the I-1 district.

Staff also met with representatives from the Asbury Park Homeowners Association, who shared their concerns about noise, visibility, drainage, and property values. Issues of traffic and school impacts were also raised. Staff discussed the existing City regulations related to stormwater management, wetlands and woodland protection ordinance, which all projects would be subject to, and how the new ordinance was designed to minimize impacts to the existing neighborhoods through use and height restrictions, setbacks, and buffer requirements.

Although some adjustments were made to the draft text amendment based on the feedback received, other items were left as standards that could be determined on a case-by-case basis in the MDO process -- this is where some conditions or deviations can be up to Planning Commission and City Council's discretion to allow some flexibility to accommodate site-specific circumstances if it makes sense within the context of the development, neighboring uses, and the overall intent of the district.

Since the introduction to the proposed text amendment on April 5th, staff have continued to work on the draft ordinance to make improvements. We included new landscaping standards within the Mixed-Use Development option to recognize that the more compact development style would need more urban-style landscaping. The height limits have been clarified throughout, and buildings within 200 feet of single-family residential districts are now proposed to be limited to 40 feet and will not be eligible for bonus height increases. Staff has added a requirement that applicants include a contextual plan sheet with general layout and uses within 300 feet of their property lines to illustrate a proposed project in context with its surroundings. Planning Commission will need to consider Special Land Use standards, along with other items, in making its recommendation to City Council when MDO projects are considered.

Parking requirements for residential uses, based on number of bedrooms, have been included, which are consistent with the requirements in the Town Center district. Sidewalk requirements were also expanded on. An item was added to the approval standards to require applicants to demonstrate that the proposed layout of the site is designed to minimize the negative impact on existing natural features, including woodland and wetland areas.

Staff recommends approval of the proposed text amendment and Design Guide, with any necessary modifications as it continues to move through the process, as it is in compliance with the Master Plan for Land Use, which recommends the establishment of the City West district, as a vibrant, walkable, mixed-use district.

The Planning Commission is asked to hold the public hearing on the proposed text amendments, and consider making a recommendation to the City Council on adopting the text amendment. We are happy to answer any questions you may have.

Chair Pehrson opened the public hearing and invited members of the audience who wished to participate in the public hearing to approach the podium.

Pat Torossian, 26165 Mandalay Circle, relayed he is on the Board of Asbury Park Homeowner's Association, and has been a resident of Novi for 35 years. The northern and northeastern border of Asbury Park adjoin the City West zoning proposal. Mr. Torossian stated he understands the proposed zoning is unique to any zoning in the City and made specifically for City West multi-use with very little concern for the residential impact. Nowhere in the City is there a multi-use impact to a residential area like this. The zoning has been in progress since 2016, and only now are residents being made aware when letters were sent to those within 300 feet of the zone. We feel this type of zoning change should have been discussed with the residents impacted by this change for their input prior to the plan being developed. The proposal shows density that is unacceptable and no regard for the wetlands. There is a very large pond to the northeast of the subdivision where all the water drains into. As each developer comes forward with a proposal, it will be evaluated for wetland and woodland impact, but that is a major source of water retention for the subdivision. You've left the responsibility protecting the surrounding area in the hands of multiple developers to do the right thing and are not protecting the residential area with the proper zoning. Residents in Asbury Park are all for progress near Grand River, but not near residential homes. It seems it's been forgotten who pays taxes and votes in this City.

Ali Ozbeki, 26484 Mandalay Court, relayed he would like to ask the Planning Commission to reflect on the Novi Road, Main Street, Fountain Walk and the Walmart shopping center developments. Although he is not sure if the current Planning Commission members were those who approved these developments, Mr. Ozbeki has lived in Novi since 1986 and all the developments he mentioned have come since then. The City of Novi will never have a downtown like Northville, Rochester Hills, Birmingham, or Plymouth. You cannot manufacture a downtown area on Grand River. The marketing brochures are excellent, but what is the rate of occupancy of restaurants, residential areas, and office space on Main Street? Restaurants continue to turn around in Fountain Walk. A self-assessment needs to be done if we are doing a good job. If not, we walk away. Now another development is being proposed which could be a vacant lot.

Rob Massard, owner of Redford Lock Security Solutions, located on Grand River, relayed he is in favor of the proposed zoning change although he is not sure how it affects an existing industrial business and questions if there are plans for sewer along Grand River.

Lynne Paul, 45761 Willingham Drive, relayed she is a former Planning Commission member and City Council member. She is very happy to see so many familiar faces and recognizes the very hard job Commissioners and Council members have to do. A lot of the Master Plan was a big question when it was looked at in 2016 and Ms. Paul can understand why. The zoning being proposed is extremely dense, it doesn't fit our City, the building height and buffers are a problem, and ordinance to protect natural resources of wetlands and woodlands is not sufficient. Ms. Paul requests that the Planning Commission considers tabling or denying it the proposed City West ordinance. Blair Bowman is a wonderful businessman; he comes to the City and asks for so much. He's been buying the property, which is his right, but we have given him so much as residents. On record, total tax abatements since 2001 was $4,092,163. If we increase the density and the height of the buildings all we are doing is giving more money to one single developer. Are we being fair to all our businesses? Some hotels and apartments in the area might like to have the height that will be allowed. Ms. Paul would like to propose we look at the development on the highway in Royal Oak. There are beautiful brick condos, and lots of people want to funnel into that area. Like Novi, they have good schools, but our density is more controlled. The landscaping and sidewalks are beautiful, and they have done a wonderful job with amenities. Mixed use is a good idea,

not more restaurants, not more commercial. As a City, Ms. Paul proposes we look at areas that are truly in need, such as Fountain Walk and Main Street. We can do a lot more for amenities and bring people in. Ms. Paul is not against development and changes in the proposed City West district but in keeping with our Master Plan and Ordinance, not in creating a district that would be so close to Asbury Park, which is not acceptable. These are beautiful homes that we need to respect. If it was your neighborhood, or mine, Ms. Paul would be livid. Ms. Paul is here as a citizen to state this is not the development for our City. Ms. Paul would like it to look like Royal Oak or another beautiful city, not like Southfield with high rises.

Rida Salim, Mandalay Circle, relayed she is a High School student who moved to Novi about three years ago from Texas. One thing she really appreciates in Novi that she did not have back in Texas is all the greenery and nature. Everyday Ms. Salim, her friends and siblings go for bike rides, and walks around in the safety of her neighborhood. A concern with the zoning proposal is that there will be additional traffic impacting the safety of the neighborhood and disruption of the greenery that is enjoyed every day. Ms. Salim is in support of and acknowledges the benefits of this proposal for the North side of Grand River but has deep concerns about the disruption of greenery that will occur with this change as well as the safety of residents in Asbury Park. Ms. Salim urges the Planning Commission to amend the proposal, so it does not affect the south side of Grand River.

Khurram Abbas, 26508 Mandalay Court, relayed he would like to echo the concerns his neighbors have expressed. Mr. Abbas has been a Novi resident for over a decade, previously he was on the southeast side of Novi where he was in close proximity to a busy mixed commercial and dense residential area. One of the reasons Mr. Abbas moved to Asbury Park was to be surrounded by trees and wetlands while still in the Novi school district. Mr. Abbas expressed concerns with adding more dense residential areas and overcrowding the school district. The north side of Asbury Park touches the proposed City West district and Mr. Abbas has concerns about that. He is concerned about the reduction of trees and wetlands, about unsightly buildings that will be in view from the neighborhood, about the lack of buffer and noise abatement between the neighborhood and the City West district, and the possible reduction in property values. Although the replacement trees go to the tree fund, those trees won't go into the Asbury Park neighborhood; they will go elsewhere in the City which is an injustice to the Asbury Park residents. The Expo event held last year, a Monster Truck rally, impacted residents as a huge nuisance but Mr. Abbas appreciated that the owner of Suburban Showplace reached out and indicated he is willing to work with the residents in the future. Civil Engineers Mr. Abbas has spoken with have expressed concerns with water runoff from the wetlands that may become an issue for Asbury Park homes. Mr. Abbas also expressed concern with the rezoning from Light Industrial to City West as he does not think the City has the infrastructure to support it. He urges the Planning Commission to take a second look at the proposed zoning district and address some of the residents' concerns.

Swanand Dhayagude, 26348 Mandalay Circle, relayed due to the location of his home he will be most directly impacted by this zoning change and construction. He has a young family and is concerned about the noise, pollution, and any people from the multi-family that would be trespassing through the backyard, which is not appreciated. This will lead to more of that. Also, losing trees and some of the wetlands is a big concern. Mr. Dhayagude asks that the City reconsider this zoning change.

Kai Yuan, 26362 Mandalay Circle, relayed his backyard directly faces the new development. Along with all the other concerns brought forward, a major concern is all the kids in the neighborhood that bike and play together, wandering around in a very safe environment. If we cut down the trees and have a direct access to the new City center, that will really create a lot of attraction for the kids. Often time they wander off, but right now because of all the trees and wetlands, it actually protects them in a safe way, but now they can easily have access to a new world so a lot of concerns for the kids that go wander and play near there. This will also potentially bring a lot of unwanted people to the neighborhood, so there are a lot of safety concerns. Looking at the northwest side of the subdivision, there is multi-family rental property that a lot of parents chose to live in to have their children attend Novi schools. Even though they don't own their property, Mr. Yuan wants to have a voice for them because a lot of the kids there are facing the same concern with access to big parking lots and a lot of restaurants. Also, even though now there is a building beyond the backyard, there are a lot of trees screening it, with future taller buildings they will be seen from the bedroom windows. Mr. Yuan kindly suggests adjusting the zoning to make sure there are adequate trees, protective fencing or other safety measures to protect the kids from potential

dangers. Again, looking at the south side of the subdivision, there are a lot of families there that will be directly impacted. Mr. Yuan's preference is to have the City plan for adequate preparation and reduction of noise from any construction rather than hearing a lot of complaints as that would be a smoother process for everyone.

Kara Murtha, 26223 Mandalay Circle, relayed she moved here in 2012 from Florida where she lived very close to her neighbors. The reason she chose the Asbury Park neighborhood was the tall trees. Ms. Murtha grew up in New Jersey in the pine barren, so she was used to having really tall trees. Sitting in her backyard, she can hear birds, which is beautiful. Ms. Murtha implores the Planning Commissioners to come and walk the neighborhood rather than look at a piece of paper. Looking great on paper is not reality. If a five-story building is built near the back of the neighborhood, it will be hideous, and everyone will want to move out of the neighborhood. The property values will plummet. Ms. Murtha implores the Planning Commissioners to think of the impact on the community and the reason why people are attracted to Novi and its nature. Ms. Murtha had to replace 44 tree credits on her lot which was fully wooded, they were all planted back on her lot with no money donated to the tree fund. Ms. Murtha loves Novi due to its nature. She has children and does not want them to be able to walk to something that is dangerous and would never allow her children to ride their bikes to Beck Road or Grand River as it's too dangerous. Ms. Murtha asks that the security aspects of people coming in and out of her neighborhood, the views, the impact to nature, and the impact to the schools all be considered.

Surabhi Sardesai, Mandalay Circle, relayed her concerns that 75-100 feet is too close. Right now, looking out to her backyard, it is beautiful with the tall trees. Seventy-five feet is unacceptable. She pleads that this zoning change does not happen. She has two little kids who play in the backyard, it's not going to be safe. From her second floor she can basically only see trees right now and that privacy will be gone. Ms. Sardesai asks the Planning Commission to please consider cancelling the zoning change.

Haramesh , Mandalay Circle, relayed as her fellow residents have said, she would implore the City Council and Planning Commission to walk through the Asbury Park neighborhood. The reason she was convinced to move from Texas to Michigan was not the Michigan roads, it was Michigan's natural beauty. She enjoys walking in the evenings and biking with her children due to the tall trees, the wetlands, the sounds of the birds. Unfortunately, if we go through with the City West zoning, we won't see that, we will hear noise pollution and smell smoke, which will be a health risk.

A resident, no name given, relayed he has some questions about the presentation tonight. There were comparisons to other communities, and he would like to know which communities that were referenced. These are holes in the analysis because it wasn't indicated that this matches the general idea that you can pick and choose, which isn't right. That includes examples of buildings that were compared to. As far as the survey of residents that was referenced, was the target of the survey adjacent residents or the community as a whole, as he is just newly aware of this. Grand River is a unique road from beginning to end, from one side of Novi to the other, trying to develop it as a marketplace to stop doesn't make sense as it's a road frequently used to commute and avoid the freeway. As a 40-year resident of Novi, he was involved with City Council and the Planning board back in the 1980's, and was associated with an organization called PLAN - People Looking After Novi. The organization tried to make sure residents were represented. At that time, Novi was looked at as a community of residents, and didn't look to become a community like Southfield with high rise buildings. That was the intent of City Council and the Planning board at the time so it's not clear why we are trying to deviate from that, as that has been the intent of Novi all along. Notable City Council members at that time were Hugh Crawford and Nancy Cassis. What is the status of the restaurant atmosphere of Main Street, as it seems everything goes in there and dies. Why are we trying to move it somewhere else along Grand River, which is a busy road, that seems to make absolutely no sense. We keep allowing things to be built, they don't work, so we move on to another area and allow it to go there.

Beth Hinman, lives on Christina Lane, relayed she has a lot of questions about this proposal. Who is behind it, who is sponsoring it, who is pushing it, what is the benefit or reward that the Planning Commission is getting, who is the Staff we keep hearing about that is pursing this proposal. How will additional development of a highest intensity district, with the destruction of more woodlands and wetlands and five to eight story buildings along Grand River, bring any value to the existing residents of Novi. Why is the

Planning Commission's goal to make Novi as congested and unpleasant to reside in as West Bloomfield or Southfield. Grand River doesn't need to turn into another Orchard Lake Road. She objects to this proposal - the density, congestion, the destruction of woodlands and wetlands, without any recourse. The idea of high-rise buildings will significantly degrade the overall quality of Novi. There is absolutely no added value to the existing residents of Novi. She is asking the Planning Commission to listen to the protests and concerns and for once put the needs of the residents above the developers. That hasn't happened for a long time in Novi; do the right thing for a change.

Megan Sedghi, 26529 Mandalay Circle, relayed her property is close to Eleven Mile, but she will be impacted like all the other properties in her subdivision by this development. She already can hear the highway even though she is far away from it. Reducing the green zone is not going to benefit anyone. While the presentation showed something really grand, it doesn't seem to fit with what Novi is. Novi has a small city feel, which we love. We are surrounded by trees and are family-oriented. She is hoping we are not losing sight of that when we are trying to put something out of another city into a place that may be underdeveloped. She knows we can do better than what the presentation showed. Ms. Sedghi is an architect by education and does not see how we can construct something like this on these parcels. As previously stated, there are other parcels in Novi that we started developing and somehow abandoned. Now there is someone who is trying to purchase these parcels and develop them; Ms. Sedghi thinks we should focus on the developments we started already, reduce what the presentation showed, to consider existing homeowners who will be impacted by this rezoning.

Humza Salim, 26433 Mandalay Circle, moved to Novi on January 1st, 2020, in the middle of Junior year of High School. Two months later COVID struck, and he was left alone at home. He had no friends as he had just moved. To spend time, he walked the green streets of Mandalay Circle, which was very nice. He found a lot of peace there. He and his brother played basketball every day for a few hours a day as it is a very safe neighborhood. With the introduction of this plan that won't be possible; the safety net will be gone. Now he is a Sophomore at the University of Michigan and every weekend he comes back just to have the solace again. Mr. Salim strongly recommends that this proposal not move forward.

Aaron Martinez, a 30-year resident of Novi, relayed a lot of his comments have already been stated, but he thinks we can do better than the proposal that is before the Planning Commission at this point. There are a lot of concerns in the community that still need to be addressed. A lot has been heard tonight; people are worried about what this zoning change could mean for them, and Mr. Martinez asks that the Planning Commission take this seriously. As this is considered tonight, Mr. Martinez thinks the proper step would be to table this. It could be sent back to the drawing board, we could collaborate a lot more with the residents, hear their concerns and allow those concerns to be reflected in the plans before a vote is taken.

Mark Weinbaum, is an owner of the Novi Mile, LLC parcel, which is at the northeast corner of Beck and Grand River, behind the Chase Bank, USA to Go and Starbucks. Mr. Weinbaum purchased the property over 15 years ago. He can't speak to the other parcels, or their owners, but he has always found this community to be very mindful and thoughtful about the type, nature and character of development and zoning, such that he has not developed the site in the time he has owned it. The right ideas have not come along. Mr. Weinbaum develops in Milford, Brighton, and Fenton. With all due respect to the homeowners, he hears and appreciates their comments; however, in every development he has done, he has heard the same refrain. The day after a project is completed, people are out riding their bikes and walking. The greatest pleasures of a good developer are that they develop something that is economically viable, serves the community, and is something that they can be proud of as in his particular case, this is not something they will build and leave and go off and do another thing. He is part of the southeast Michigan development community, and their reputation is very important to him. Mr. Weinbaum believes Staff has come up with a very proactive approach. He had no role in developing this, he watched from the sidelines as the Master Plan was developed in 2016-2017. He was approached recently and gave input. There are parts that could be refined further, but the idea that this is going to remain a park or forest is not realistic. There is a significant industrial area to the north of a subdivision. Mr. Weinbaum has developed a lot of industrial properties and the last thing he would want is to live south of an industrial building. There are trucks coming in and out, there is noise all hours of the day. There is a need for good quality, affordable, attainable housing in this community. He would encourage residents

to think through this. He appreciates Staff's thoughtfulness and thinks this is a good foundation for prospectively and holistically activating this whole section in a way that is going to protect the environment, retain quality woodlands and wetlands, and give an opportunity for everyone to be involved in a larger, grander plan.

Ali Ozbeki, who spoke previously, wished to add a comment. Chair Pehrson noted only one comment is permitted per resident during the public hearing. Mr. Ozbeki stated that he has a house that he would be happy to sell at a 20 percent discount of market value to Mr. Weinbaum.

Mike relayed he moved to Mandalay Circle in Novi a year ago. What drew him to Novi, as his neighbors have said, is the greenery, it's a special place. However, the writing is in front of us. What he does not like is driving down Grand River, seeing "Now Hiring" signs at places like Suburban Showplace and Kroger. There are a lot of developments that don't have staff. Day one, everything will be beautiful, there will be TV cameras and ribbon cuttings. What will happen a year down the road when the employees are not there anymore? There will be more help wanted signs, it's a vicious cycle.

David Landry, 45471 Kimberly Court, relayed he is representing members of the Joanne M. Ward trust who own the ten-acre parcel on the southeast corner of Grand River and Beck Road. The northern three acres are zoned B-3, the southern acres are zoned RA. Mr. Landry relayed the family has owned the parcel since the 1940's. Looking at a 1990 aerial, the houses and buildings shown were their family business. In fact, looking back at a 1949 aerial, the buildings shown were their family business, so they are very much invested in this property. Mr. Landry asks that the ordinance treat the southeast corner the same as the it treats the northeast corner; carve out the B-3. He has no objection to the RA piece being included in City West. This particular corner is unique in the sense there is a hospital right across the street, which is a very intense regional use. There are intense business uses to the northwest with a Home Depot along with the other businesses there. The northeast corner is carved out, with the bank and a Starbucks, a fancy gas station. This whole corner is a classic B-3 use, so he asks to be treated equally. Secondly, with respect to drive-thru uses, Mr. Landry previously drafted a letter to the Planning department and asked for it to be forwarded to the Planning Commission. He was concerned that the version of the ordinance he saw did not allow drive-thru for businesses. However, since the April 5th Planning Commission meeting, Mr. Landry is aware that the administration has amended a few things and recommended as a Special Land Use that drive-thru is included for retail, restaurant and pharmacy businesses. Mr. Landry is in support of how the Ordinance is currently worded that a drive-thru is a Special Land Use. Like all drive-thru's, there is a concern for adjacency, sound, traffic stacking, things of that nature and Special Land Use takes care of that. Mr. Landry concluded he is in support of the drive-thru aspect in the Ordinance and asks that recommendation be passed on to City Council and asks to be treated like the northeast corner with B-3 zoning.

Jeff Wainwright, 45799 Grand River, relayed that this address is his business, Paradise Park. It is a very family-based business, and he likes the idea of a lot of families and a lot of kids in the area. He wants to see the area of Grand River developed well that is west of his business. This ordinance has gone through an unbelievable amount of work to get to the point it is, and the Staff have tried to craft something that answers everybody's needs. It's never going to be perfect, but Mr. Wainwright, as an engineer, has a few suggestions that could answer some of the concerns brought up tonight. The setbacks are set in general against the residential area at 100 feet. In thinking about a setback in principle, a parking lot will not be any less attractive whether it is 25, 50 or 100 feet back. The issue can be resolved with proper berming, proper landscaping that can be added to the Ordinance. It does not need to be a 100-foot setback which is punishing to developers, who won't be able to develop at that setback distance. There are only 33 parcels in that sector, which is 133 acres, that averages 3 acres per parcel. A 100-foot setback on a 3-acre parcel makes it unbuildable. We need to give pause to that and come up with a solution for the residents when they look out their window see good landscape like what was done at Paradise Park. Mr. Wainwright compels the Planning Commission to give thought to this and send the Ordinance back for one more revision.

Megan Zatkoff, 50735 Chesapeake Drive, relayed she lives in Island Lake and wanted to bring up the issue of traffic and congestion in the area as it has not been mentioned enough. While she empathizes with the residents on Mandalay Circle and other nearby areas, traffic increasing to this area would be

detrimental to all nearby neighborhoods, down Beck Road, Wixom Road and Napier Road. They are already feeling the effects from nearby construction. That gives an idea of what would happen if this area becomes overly congested without a plan for the vehicles which typically now use Grand River as a thoroughfare. Are those vehicles going to start spilling over to Ten Mile? Where will they go when I-96 is backed up? Offer that as something else to consider, not only what do we do with the land, but what is the impact of traffic nearby.

Blair Bowman, owner of the Suburban Collection Showplace, relayed he is very proud of what he has been able to accomplish. After some assistance with tax abatements, they are one of the largest taxpayers in Novi. One thing that must be understood is this is not something that they have pushed in any way. They are certainly interested in seeing what is going to develop from this Ordinance process. If it's any consternation at all, removing the Showplace and the surrounding properties used to support it is fine, and concentrating more towards the west where the intersection and interchange is. Mr. Bowman does also represent some of the properties on the south side of Grand River and has met with the Asbury Park Homeowners' Association. He cannot commit to anything that is going to develop out of this Ordinance, he can only speak to what he would develop, and how he would develop the parcels immediately north of Asbury Park. Mr. Bowman referred to a plan that would preserve 98 percent of the wetlands, and most of the woodlands. The structures he would propose are a single-family residential townhouse style apartment community, immediately 100 feet north, but over 400 feet away would be the first three story style building. Mr. Bowman welcomes the opportunity to work with the residents only if and when we get to that point.

Andrew Mutch, 24740 Taft Road, relayed there were a few things that he recognized in going through the Ordinance that raised concerns for him. One of the things that stood out, while there have been changes since the initial draft, there are still areas where this Ordinance is deficient in comparison to comparable ordinances particularly in the area of adjacency to residential areas in terms of setbacks and buffering. For example, the building setback requirements, while they have been increased, are still less than what is required for I-1, RM-1 or RM-2 which would be a minimum of what we would want. Those building setbacks are absolute, so it's not a matter of how tall the building in RM-1 is, it's setback 75 feet. In the case of this Ordinance, if you have a building that is not as tall, you can move it closer to the property line potentially increasing the impact on adjacent residential properties. We need some clarity on what constitutes residential, as there are other uses permitted in this that are traditionally listed in residential land use category such as live-work, daycare centers, and private schools. If these are considered residential uses, then the non-residential setback does not come into play. Those uses could be a lot closer to residential property lines than otherwise might be allowed. Another area lacking compared to other zoning districts is the open space requirement. This Ordinance requires 150 square feet per unit, every other district, such as RM-1, RM-2, TC, TC-1 where we have these kinds of more urban residential areas, require 200 square feet per unit of open space. Why are we cutting back here compared to other areas in the City? Another thing that has been reflected in many of the comments tonight is the impact on natural features and resources. The Ordinance and all the material that has gone out with that talks about the importance of conservating natural resources, yet we get these concept plans that show the areas being blown away. Reading through the City West Ordinance language, there is nothing in there that protects woodlands and wetlands beyond what our Woodlands and Wetlands Ordinance does today. Mr. Mutch does not have confidence that those Ordinances would be enforced in a way that would protect those areas in a meaningful way. Mr. Mutch believes that there needs to be substantial language in the City West district if adopted, that protects those areas because that is what is being counted on to help buffer those adjoining residential areas. While berming helps, it does not replace mature trees. There is a lot more work to do with this if it goes forward, and Mr. Mutch hopes the deficient areas get addressed.

Matt Heinz, 24551 Kingspointe, relayed many of the residents have done a phenomenal job sharing their concerns, and the Staff has done a lot of work putting this plan together. One thing that has not been discussed is there is a big difference between the woodland permit that was heard prior to this which was a very specific plan, with the outcome being option A or option B to have trees replanted or not. One of the largest deficiencies of this proposal being discussed at length, is there is not much defined. There are suggestions of initiatives related to sustainability or other mentions to be environmentally friendly and energy efficient, but much of the language in the proposal is "might", "should", "mostly". If you were to

ask anyone here what this is going to look like, there would not be a clear projection. To vote on something that is not clear on what it will be could lead to a terrible mistake. This needs to be much more fleshed out and developed into a concrete plan.

Natalie Jocz, 45144 Nine Mile Road, relayed even though she lives far from the proposed City West district she has concerns as a Novi resident. The first concern being the height of the buildings, which would be taller than the local hospital or mall. It is concerning that the residents who are living nearby are not being listened to. If this were to be approved, Ms. Jocz would hate to live near a ten-story building. Another concern is talk of lowering the speed of Grand River as that is a four-lane road, in some parts five-lane. How can the speed be lowered when there is so much traffic that goes through there? As has been mentioned, we need to look at the traffic and where that flow would go. Before we do that, we really need to look in more detail at this project.

Seeing no other participants, Chair Pehrson closed the public comment. Member Lynch read the written correspondence:

- Support from Thomas Meyer
- Objection from Paulette and Louis Alioa
- Letter from David Landry representing the trust of Joanne B. Ward
- Objection from Rafael Barkas and Kasia Barkas
- Objection from Khurram Abbas
- Objection from Giles McGill
- Objection from Alex and Lisa Ljucdjonaj
- Support from Novi Mile, LLC/Mark Weinbaum
- Support from WixMix LLC, Jeffrey Heyn
- Support from Central Park, LLC/South Grand Equities, LLC/Nobe Property Group, LLC/Nobe II Property Group/Peter Scodeller
- Support from Grand Beck Venture Group, LLC/Servman, LLC/Blair Bowman
- Support from Blair Bowman
- Objection from Bijan Sedghi
- Objection from Jason Wright
- Objection from Kelly Kasper
- Objection from Annett Hoermann
- Objection from Joe and Jennifer Patton
- Objection from Michael McDougal
- Objection from Swanand Dhayagude
- Support from Mary N. Frankfurt and James M. Frankfurt
- Objection from Claire Smith
- Objection from Charles Smith
- Objection from Surabhi Sardesai
- Objection from Lauren Santeiu

Chair Pehrson closed the audience participation and turned the matter over to the Planning Commission for consideration.

Member Lynch relayed it is his understanding that Staff got the assignment four years ago to do something with the mishmash of parcels on Grand River. First, when Member Lynch first looked at this project…

Member Avdoulos offered a clarification that this is not a project or proposal, it is a rezoning of a large piece of property. We are looking at a district, and at a text amendment for the whole area. To clarify, we are not approving a specific project, as that seems to be where there is a lot of confusion.

Member Lynch relayed in terms of the rezoning, as he brought up in the past, Grand River Avenue right now is four and five lanes. His advice to City Council would be they might want to take a look at a traffic calming proposal that came up a few years ago where boulevards were put in. Similar to Van Dyke, it calmed the traffic to a point where it would be appropriate in this district. Member Lynch also relayed he had initial concerns with the proposed height. His understanding is in the Ordinance the height will be a maximum of eight stories on the north side. City Planner McBeth confirmed that a maximum of eight stories

will be allowed on the north side, only if they apply for and receive the additional bonus stories.

Member Lynch inquired as to his understanding that we are allowing vertical development to preserve more of the wetlands and woodlands. City Planner McBeth confirmed that is one of the purposes.

Member Lynch referred to the references made to Southfield, and stated we need to be careful about that, but he can only advise City Council. Novi has its own character. Something needs to be done to put uniformity there – looking at the various zones south of Grand River there are quite a few parcels that are currently zoned industrial, so if someone wanted to come in and put in, for example an extrusion business, they could.

City Planner McBeth stated that is correct, everything that is permitted in the Light Industrial district, which is the majority of the parcels on the south side, except for the residential and office to the west, could be built there under the current zoning.

Member Lynch inquired if there were industrial uses in the proposed zoning change. City Planner McBeth confirmed there are no light industrial uses included in the new Ordinance. The existing light industrial uses that are there would be grandfathered in, until they decide to move. When someone else comes to develop the property, it will be under the new Ordinance.

Member Lynch inquired as to what the current setback is on the south side of Grand River adjacent to the residential area. Senior Planner Bell relayed that in the current I-1 district nonresidential uses must be set back 100 feet. In the proposed City West district, nonresidential uses would maintain the 100-foot setback. Residential uses, like a townhouse, would be limited to 35 feet in height and for every foot of building height, the building would have to be set back two feet from the property line. Member Lynch confirmed his understanding that the new district doesn't change the current setbacks and berming, but improves it in some areas. Senior Planner Bell confirmed this what we've attempted to do.

Member Lynch inquired how many different property owners there are in the proposed district. Senior Planner Bell stated that there are 54 properties, some owners own multiple properties.

Member Lynch relayed he appreciates the work that has been done and he thinks it best overall to have an overriding zoning district although a concern was the permitted building heights. This would be a perfect opportunity to implement a traffic calming plan on Grand River, and make it more attractive, very similar to what was done on Beck Road between Five and Six Mile Roads.

Chair Pehrson added we are not suggesting any design standards other than what is in the manual. There is a hope that all the parcels will become uniform, and at some point, we address the traffic.

Member Becker relayed that our job is to listen to everyone in the City. Whenever an opinion is expressed to the Planning Commission and they do something contrary to the opinions expressed, it does not mean that they didn't listen and consider the opinions.

Member Becker referred to comments made regarding why the City does not go back and try to redevelop West Oaks or Main Street. The City doesn't develop property, and the City does not go in and help a business succeed or fail or replace a business. The City decides what business fits the zoning.

Member Becker relayed it is often remarked that one way to preserve green space and open land is to build up and not out and some of the suggestions in the proposed Ordinance would allow for that. As was pointed out, all the industrial zoned properties could take away all the trees with a parking lot and industrial building that will never look as nice as a well-done residential building. There are setbacks which allow for trees to be maintained, and probably a lot less lighting than there might be in some industrial settings. What this proposed zoning district is actually doing is trying to protect some of the features that the residents have mentioned. As Member Becker is frequently bent on asking, would the Asbury Park residents consider how many trees and wetlands were taken away to build their homes?

Member Dismondy relayed that his understanding is that the City's mission here is to activate a part of

the City that is aging. The average life of the properties along that stretch is 43 years. Industrial hasn't taken root in that corridor to date. As City employees, the staff are looking to make the City a better place and come up with progressive ideas with best practices from around the country. That's what we saw today, which was years of work to come together. Inevitably, we feel like we see it too late to have an opinion, which is what we are experiencing tonight. This wasn't done hastily by any means. There are things to it that Member Dismondy likes very much and some things that he does not think will work without further revision, namely the speed of traffic. Member Dismondy does not think he is ready to make a decision on the outcome but will wait to hear from his colleagues on the Commission.

Member Verma relayed listening to the public and in the written correspondence there are so many positives and negatives brought forth as well as ideas that have come. Member Verma would like to wait for another ten to fifteen days to combine those thoughts with what our Staff has already presented.

Member Roney relayed he has been on the Implementation Committee and has seen this for the last couple of years, and thinks it has exciting potential. It's not a proposal, we need to yet see the proposals. This is opening the possibility for developers to start talking about what they can do in that area. Member Roney likes the proposal and supports it. He appreciates Member Lynch addressing the setback concerns and is glad to hear they are not different than what they are today. He would rather have something like what this vision is than have a manufacturing plant in his backyard.

Member Avdoulos relayed this is not a project nor a proposal. It is taking an area, looking at how it is currently zoned, then thinking about what potential projects can go there and rezoning it to allow some flexibility and allow interesting projects to come in. It is up to the developers to come in and show us what they are thinking. Just like the gentleman said earlier, the woodland permit was one project that came forward on one site and asked for the removal of eleven trees. In the same way with this area, any project that comes in has to go through the planning process, has to go through site plan approval, has to follow all the ordinances, and has to maintain wetlands and woodlands. Right now, the majority of the properties are zoned residential, which means someone could put up a light industrial building that is 100 feet abutting residential.

Any project still must follow all the other requirements we have for all other projects. The concern with the height, as City Planner McBeth indicated there are requirements for that. The tallest buildings will be on the north side of Grand River. The heights on the south side of Grand River for residential are a minimum of two stories and a maximum of three stories. If there are mixed use, then four stories are permitted on the south side and five stories are permitted on the north side. These are just ideas, there are no planned projects yet.

For a frame of reference, the nearby hospital is seven stories to the top of the penthouse. It is actually closer to eight stories because hospitals are allowed a higher floor to floor height on the first couple of floors. There wouldn't be anything taller than the hospital in the City West district.

What this whole process is looking at doing is not dictating what should be built here, but allowing some flexibility for developers. At some point, these properties are going to be developed. The City wanted to put something together to help guide that so it does protect the residents who are close to Grand River. The document was driven by maintaining the wetlands and woodlands. Member Avdoulos has been on the Planning Commission long enough to see how diligent the City is to help maintain that. That is why a lot of people move to the City as has been indicated. As a resident of Novi for 30 years, Member Avdoulos has seen it develop much better than a lot of cities. This document has a lot of work put into it and is improving what we currently have on the boards. We are not saying what goes in there, we are just zoning it to give flexibility to developers who want to build there.

Chair Pehrson relayed he agrees with much of what's being said. This is to drive a conceptual idea that has to be brought forward by whomever the developers are. As mentioned, some of these properties have been sitting fallow for 43 years. This is not something that is going to happen between now and next month. There are properties that are going to have to be adjoined. All the plans brought before the Planning Commission need to go under the same scrutiny relative to all things such as setbacks and woodlands. What we are looking to do here is to create something as uniform as the Town Center when

that was developed. Most of the development will be abutting Grand River, not be sitting in the backyard of the residents. As individual projects come to the Planning Commission, they will make the hard decisions as to whether that particular application has the correct setback and intent for the given area. As has been stated, we are not building another Southfield. The max height on the north side will likely be five stories, and 35 feet on the south side. This is to create flexibility, so we can help developers come forward with their best ideas. What we are trying to do is give those who want to invest in the City of Novi the opportunity to do that within some guidelines to this specific design standard. We hear everything said about setbacks and the applicability of safety and what that means. There are certain things we have no control over, we can ask for with inside the plans certain lighting conditions, certain exit gates to prevent people from wandering into neighborhoods. Just because we vote a certain way, doesn't mean we are not listening. Chair Pehrson appreciates everyone's input and really appreciates the respect given the Planning Commission and hopes that we afforded the same to you.

Motion to recommend approval to City Council to adopt the City West district into the Zoning Ordinance made by Member Avdoulos and seconded by Member Lynch.

In the matter of Text Amendment 18.296, motion to recommend approval to City Council to adopt the City West District into the Zoning Ordinance as shown in the draft amendment for the following reasons:

1. **The 2016 Master Plan for Land Use recommended the creation and adoption of a new zoning district for this area of the City in order to foster redevelopment of underutilized parcels, and to create a vibrant, walkable, mixed-use district,**
2. **The Master Plan for Land Use objective to foster a favorable business climate is fulfilled by allowing more flexible development standards for a unique area of the City,**
3. **The Master Plan for Land Use objective to support and strengthen existing businesses and attract new businesses is fulfilled by allowing existing businesses to expand and creating new development opportunities in a mixed-use environment,**
4. **The Master Plan for Land Use objective to provide a wide range of housing options is supported as the new district allows residential use in a mixed-use setting,**
5. **The Master Plan for Land Use objective to develop the City West/Grand River and Beck area in a manner that supports and complements neighboring areas through the use of setback and height restrictions to provide buffers to single family districts, and**
6. **It provides an opportunity for long-standing businesses to remain at their current location.**

ROLL CALL VOTE ON MOTION TO RECOMMEND APPROVAL TO CITY COUNCIL TO ADOPT THE CITY WEST DISTRICT INTO THE ZONING ORDINANCE AS SHOWN ON THE DRAFT AMENDMENT MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH.

Motion carried 7-0.

3. **CITY WEST ZONING MAP AMENDMENT 18.741**
   Public hearing of the staff-initiated request for Planning Commission's recommendation to City Council regarding the rezoning of property in Section 16, located east of Beck Road, west of Taft Road along both sides of Grand River Avenue from OS-1 (Office Service), RA (Residential Acreage), I-1 (Light Industrial), B-3 (General Business), and OST (Office Service Technology) to CW (City West). The subject properties total approximately 250 acres.

Senior Planner Lindsay Bell relayed historical photos of the area show the land was largely agricultural fields and orchards in the 1940s. When I-96 was constructed in 1957 there was a highway rest stop until the Suburban Collection Showplace was constructed in 2005 in its location. The Fairlane Motel appears to have been developed on the north side of Grand River in the 1950s, and is still open today. By the 1970s there was greater industrial activity in the area, including the Wix-Mix concrete plant, trucking operations, outdoor storage yards, various industrial buildings, and a gas station near the intersection of Beck and Grand River. Over the last 20 years many of the remaining homes and vacant structures have been torn down after falling into disrepair, and the properties have not yet redeveloped. As stated in the 2016 Master Plan, "Many sites are underutilized, disused or vacant."

Approximately 144 acres are north of Grand River Avenue with 21 parcels included. The majority of the area, 128.13 acres, is currently zoned OST Office Service Technology. There is an EXO Exposition Overlay District over a 55-acre portion of the Suburban Collection Showplace property. Approximately 14.06 acres are zoned I-1 Light Industrial. A mix of offices, industrial and manufacturing businesses, and vacant properties are present on either side.

To the south of Grand River Avenue, the City West area is recommended to include all of the parcels between Beck Road and Taft Road. These properties are currently zoned OS-1 Office Service, I-1 Light Industrial, B-3 General Business, and RA Residential Acreage.

There are some significant areas of wetland in the southern portion of the district. Preserving those wetlands would help to provide natural buffers between the City West developments and the residential districts to the south.

Of the existing structures in the area, the average age is 43 years, with many built between 1967 – 1978. Excluding a few building additions, only two new projects have been developed over the last 10 years: PetSuites (2020) and Beck Plaza, which contains the Starbucks (2016). During this same period development has not lagged in the rest of the City.

The number of permitted uses under I-1 zoning is limited when adjacent to single-family districts, which may have contributed to the lack of investment in this area. Restaurant uses in the I-1 district are only permitted in limited circumstances, so the existing restaurants south of Grand River have been non-conforming uses and have not been permitted to expand or make desired improvements such as adding covered outdoor patio areas. The expense of extending public utilities may have also discouraged new development.

Approximately 110 acres in the district are vacant or have a non-conforming residential use. Parcels developed with industrial uses that are not consistent with the desired future use for City West make up a total of about 32 acres. Development nearby in the corridor includes destinations such as Ascension Providence Hospital System and Suburban Collection Showplace, which are significant economic drivers in Novi, providing jobs and bringing in visitors. Commercial uses have developed by the I-96 interchange at Beck Road north of Grand River.

You may notice that the boundaries for City West have changed from what was recommended in the 2016 Master Plan. On the north side, the Implementation Committee agreed with staff that the small parcel east of Taft Road next to I-96 did not seem to be necessary to include, and the drive-through uses just east of Beck did not seem to fit with the vision for City West. On the south side of Grand River, leaving the eastern half toward Taft Road planned for Industrial did not seem to make sense given one of the main pedestrian crossings between north and south is at the main entrance to the Suburban Showplace. Many of the existing uses in that area also were not incompatible with the uses permitted in the proposed district. Meetings with some of the landowners in that area confirmed that they would like to be included in the district. The Implementation Committee agreed that the district should be extended all the way to Taft Road.

As mentioned previously, staff sent mail notifications to landowners of all 54 parcels subject to the rezoning, and by providing a feedback form on the City website. All the responses we received from landowners within the district have showed positive support for the rezoning.

Staff recommends approval of the proposed Zoning Map Amendment for the following reasons:

- The requested zoning is in generally in compliance with the Master Plan for Land Use, which recommends the establishment of the City West district, as a vibrant, walkable, mixed-use district.

- The requested rezoning would help further the objective of providing a wide range of housing options.
- The requested rezoning would help retain and support the growth of existing businesses and attract new businesses to the City of Novi.
- The requested rezoning would further the objective of developing the City West/Grand River Avenue and Beck Road area in a manner that supports and complements neighboring areas.

The Planning Commission is asked to hold the public hearing on the zoning map amendment and consider making a recommendation to the City Council regarding the rezoning. Staff is happy to answer any questions you may have.

Chair Pehrson opened the public hearing and invited members of the audience who wished to participate in the public hearing to approach the podium.

Mike Duchesneau, 1191 South Lake Drive, relayed he has attended many of the meetings that led to this proposal from the Master Plan update and would like to say that resident's concerns have been discussed in those meetings. The Staff has done a good job considering residents' input, concerns about traffic, and limiting curb cuts. The proposal tends to encourage larger parcels of property to be combined so there is not a hodge podge of one ups. The meetings are ongoing and are monthly. Residents should be voicing their concerns there where changes made as has happened in the meetings Mr. Duchesneau has attended. His reason for being involved in the first place is due to the 2016 Master Plan which adversely affected him in many of the same ways as was discussed and mentioned here today.

Resident (name not discernable), Asbury Park, relayed some of the things he is hearing from the Planning Commission is what they are offering is better, and maybe it is, however he would like to let everyone know that the Light Industrial zoning limits height to 25 feet, whereas the City West zoning allows multiple stories. The residents understand the setback is the same, but the height is a concern. There is an existing building, Screenworks, zoned in I-1, and there has never been a problem.

Blair Bowman, relayed he has a question regarding buffering. Along the common property line there is a 30-foot easement where the City installed a sewer line many years ago. If it is possible, that area might offer an opportunity for a developer to plant replacement trees along the easement. This would create a nice additional buffer, using the existing area there that is within the 100-foot setback and enhancing that by planting in the easement. The question is can you plant in an easement? Mr. Bowman pledges again as this rezoning progresses, and if this is something that does come to a reality, he is happy to meet with the homeowners association to go over plans and whatever they can do to enhance the screening and buffering.

Chair Pehrson closed the audience participation and turned the matter over to the Planning Commission.

Member Lynch relayed after getting the package on Friday, he drove through the surrounding neighborhoods. He gets the feeling most people are not aware how much industrial is currently there and is glad to hear we are not making it any worse than it currently is. In fact, Member Lynch would prefer to see a lot less noise and light intensity being put into the area over what it is currently zoned for. Member Lynch, putting himself in the resident's shoes who live nearby, would not want to see an extrusion plant in his backyard.

Member Roney referred to Mr. Bowman's question regarding planting in an easement. City Engineer Ben Croy relayed that in general it is not good practice to plant in an easement. There will be some opportunity to look for that. Generally, we try to keep trees off of the area directly over the main and in this particular area there is no road nearby so if we have to get equipment back there, we have to drive along the route of the sewer. As long as it is not restricting maintenance access, there may be an opportunity to plant some trees in the easement.

Member Roney remembers discussing during Implementation Committee meetings the northeast corner and why it was excluded, but the Committee did not discuss the southeast corner. If this is moved forward,

is there a way to suggest City Council consider whether that corner should have the same consideration as the northeast corner. City Planner McBeth relayed that it is a good idea to forward that recommendation to City Council and include that there are a couple of pieces we don't have a lot of information on, however Staff is happy to go back to the land owner for additional information.

Member Avdoulos relayed as Member Roney indicated, he is also on the Implementation Committee, and they have been looking at the City West rezoning for some time. All the meetings are open to the public. Our diligent citizens who attend the meetings look out for not only their area but also are good at making sure the Committee keeps residents' thoughts and concerns in mind. Member Avdoulos is a practicing architect by profession and works on a lot of urban projects. He would like to reiterate that the idea was not to create something that would be a hardship to the area but create something that would provide good opportunities and would help existing businesses.

Member Avdoulos relayed it was his understanding that this rezoning would allow Gatsby's to have outdoor seating, which is not currently allowed based on existing zoning. City Planner McBeth confirmed that Gatsby's would like to make some improvements that would expand beyond their existing seating and add a canopy and other improvements, so they are excited that this may be moving forward. Member Avdoulos said we want to create opportunities like this and help support our local businesses. There is an instance when we were working on the Adell Center, and anyone who has property can develop their property, there was a lot of back and forth, through the process we were able to have an open space provided. That is what we are looking for in this area.

Member Avdoulos wants to let the citizens know we are not looking at this cavalierly, but with a lot of information. The Staff has been doing a phenomenal job of putting this together, there were two site visits in Indiana to look at similar plans. We held two Open House meetings where we looked at the Master Plan and this is one of the areas we looked at.

Motion made by Member Avdoulos to recommend approval to City Council to rezone the subject property and seconded by Member Lynch.

In the matter of Zoning Map Amendment 18.741, motion to recommend approval to City Council to rezone the subject property from OS-1 (Office Service), RA (Residential Acreage), I-1 (Light Industrial), B-3 (General Business), and OST (Office Service Technology) to CW (City West) for the following reasons:

1. **The 2016 Master Plan for Land Use recommended the creation and adoption of a new zoning district for this area of the City in order to foster redevelopment of underutilized parcels, and to create a vibrant, walkable, mixed-use district,**
2. **The Master Plan for Land Use objective to foster a favorable business climate is fulfilled by allowing more flexible development standards for a unique area of the City,.**
3. **The Master Plan for Land Use objective to support and strengthen existing businesses and attract new businesses is fulfilled by allowing existing businesses to expand and creating new development opportunities in a mixed-use setting,**
4. **The Master Plan for Land Use objective to provide a wide range of housing options is supported as the new district allows residential use in a mixed-use setting,**
5. **The Master Plan for Land Use objective to develop the City West/Grand River and Beck area in a manner that supports and complements neighboring areas through the use of setback and height restrictions to provide buffers to single family districts, and**
6. **It provides an opportunity for long-standing businesses to remain at their current location.**

ROLL CALL VOTE ON MOTION TO RECOMMEND APPROVAL TO CITY COUNCIL TO REZONE THE SUBJECT PROPERTY FROM OS-1 (OFFICE SERVICE), RA (RESIDENTIAL ACREAGE), I-1 (LIGHT INDUSTRIAL), B-3 (GENERAL BUSINESS), and OST (OFFICE SERVICE TECHNOLOGY) to CW (CITY WEST) MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH.

Motion carried 7-0.

EXCERPT FROM THE
CITY COUNCIL
MEETING MINUTES
JULY 10, 2023

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, JULY 10, 2023 AT 7:00 P.M.

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

PLEDGE OF ALLEGIANCE

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

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

APPROVAL OF AGENDA:

Mayor Gatt added to Mayor and Council Issues "Garage Sales".

Mayor Pro Tem Staudt added to Mayor and Council Issues "Landscaping and Fiber Conduit in Meadowbrook Glens".

CM 23-07-085 **Moved by Fischer, seconded by Casey; CARRIED UNANIMOUSLY**

To approve the Agenda as amended.

Roll call vote on CM 23-07-085
Yeas: Staudt, Casey, Crawford, Fischer, Smith, Thomas, Gatt
Nays: None

PUBLIC HEARINGS: None

PRESENTATIONS: None

MANAGER/STAFF REPORT:

City Manager Cardenas thanked everyone for coming out that evening for the reception, it was very nice to see everyone and let them know by residents coming out to celebrate this new chapter. He looked forward to these next multi decades to be here in the City. He appreciated everyone's support.

Mr. Cardenas said the Great Lakes Water Authority (GLWA) has been working on many different projects to create a redundant loop. He mentioned we have seen the closure of Meadowbrook Road just north of 12 Mile Road and we have some construction on 13 Mile Road as they are laying in a new 36 inch pipe that is going to help redundancy in our water network. He stated we were assured last year that it would be done in May. He said we are hearing specifically that Meadowbrook and 12 Mile is going to go on until next May. They have run into some engineering issues. He said as you go north, they are making that pipe make the turn on to 13 Mile Road, he noted currently it is two-way traffic. He said we have been told, starting next Monday, they are going to make that one way going east. He commented that the Great Lakes Water Authority has been in contact with us, and we have shared our discouragement and our dismay about these

new changes and the time this is taking. He said they were sending out a communication piece explaining it to the residents of that area and hopefully even the residents that go to the Walled Lake Schools in that area as well to explain what is happening. He stated there will be a meeting with Brightmoor Church, Fox Run, Walled Lake Schools and Crosspointe Meadows. He said they have all felt the pain of these closures. He said it is not the most ideal situation in the world and we must share that with them. He said they have been meeting weekly with Sheryl Walsh-Molloy, Jeff Herczeg, Jordan McBee, and with our team meet with on the site individuals weekly to talk about what is going on. He said unfortunately, the goal lines continue to move backwards, and they apologize profusely. He said he would be happy to answer any questions and if there is more information get it back to you if you need it.

Mayor Gatt thanked Mr. Cardenas for the report. He said he was going to let the whole Council weigh in, but he was going to go first and just say that it is unacceptable. He said it is unacceptable that Meadowbrook Road has been closed for a year, and now they want to close it for another year. He said that impacts all our residents, but especially the thousand plus people who live at Fox Run and their workers who need to get their emergency services who need to get there. He said we have a brand-new school that just opened on 13 Mile Road, and this is impacting them. He understood the importance of the Great Lakes Water Authority doing this. He understood it is a major utility and water we have been having some bad experiences in the last couple of years with some water main breaks out of Novi that apparently this is going to fix. He said the citizens in Novi should not have to look at another year of being subjected to not going up and down a road they are paying taxes for. He believed that the Great Lakes Water Authority should be told and maybe our attorneys can get involved. He did not know if we have a legal standing, but he would like to at least attempt. He said they are not loaning their greatest effort to this project. He said they should be working 24/7, they should be doubling their workforce. He said there is no way that he could imagine a job like that taking over two years to put the citizens of this city in jeopardy. He said it is jeopardy, that people in Fox Run deserve better, the people at the school deserve better, the people down 13 Mile Road deserve better. He said he knew there are hundreds, if not thousands of people that use Meadowbrook Road from the south to get up to 12 Mile Road to get up on the freeways. He said it did not make sense to him that it would take this long. He asked Mr. Cardenas to get with City Attorney Schultz and his firm. He said if there is a firm that specializes in this sort of thing, perhaps we want to put them on board, but he said we shouldn't just take it from them saying well, we are sorry. He said sorry does not cut it at this point, not after a whole year.

Member Thomas expressed the same disappointment, especially living in the area. She said north of 11 Mile Road is closed, there is only one place to get out and that is Grand River, and it is filled with all the traffic from 10 Mile Road, can we finish a section before we rip up another road. She said it was frustrating. She said in her area, there are not as many people, but you cannot get to Tollgate Farms, and that is a gem of the community that we are not able to utilize for such a long time. That is incredibly frustrating. She wondered if they could finish a section before they move on so that everything is not closed at the same time.

Member Smith agreed with the previous speakers. He said he works off Meadowbrook Road between 12 Mile Road and 13 Mile Road, so he has not been impacted as badly as the people between 11 Mile Road and 12 Mile Road. He said it is challenging for our people to get into work sometimes, especially this last week. He thought that anything we could do to get Great Lakes Water Authority (GLWA) get that watermain finished would be great.

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

David Landry said he was representing the Joanne Ward Trust and he wanted to speak briefly on Item No. 2 on the Agenda, which is the proposed Zoning Map Amendment for City West. He stated the Ward Family Trust owns the property on the southeast corner of Grand River Avenue and Beck Road. Mr. Landry said the actual corner of the intersection is zoned B-3. He said his client owns three acres currently zoned B-3. He explained that south on Beck Road there are seven acres that are zoned R-A, we have no objection to the inclusion of the R-A portion. He said on the corner of Beck and Grand River on the southwest corner is Ascension Providence Hospital zoned OSC, and on the northwest corner is Home Depot Plaza zoned B-2 and on the northeast corner is a bank, zoned OSC, all commercial, it would, in his mind only be consistent to include the southeast corner and leave it as B-3. He said the intent section of the proposed City West ordinance states that the intent is to create a corridor of buildings massed along Grand River Avenue. He commented that there is nothing mass on the north side of Grand River Avenue, because there isn't, in his mind be consistent to mass buildings, it would be inconsistent, and it would just be lopsided. He said they supported City West for the seven acres to the south, but as far as the actual southeast corner, it has been zoned B-3 forever. He stated they were there to simply as the City Council for consistency purposes, it is a commercial corner, and they would ask them to leave it.

Joe Bertera, 130 Rexton, Lake Wall Subdivision, Novi. He said he has been here multiple times talking about the Lakefront Protection Ordinance. He missed the last meeting, so today he wanted to talk about the Lakefront Protection Ordinance from the City Council Minutes from 1986 which he presented on the overhead screen for the audience. He read certain sections because he was not sure what the city attorney is really telling you and what he is not telling you. He said you could see here in Ordinance No. 86-18.20 which is how this was referred to back in 1986. He read verbatim from the previous city attorney from David Freed in 1986. He said this is where several lake area residents in the audience were concerned regarding their own access to Walled Lake. He stated that the person who owned his house previously submitted a letter which he showed at a previous Council meeting, talking about his 1919 Subdivision which he also mentioned which is Lake Wall Subdivision and using our lake access lot access was given to them as part of their deed which he already brought up in other meetings, he had concerns about this Lakefront Protection Ordinance. He said Mr. Freed stated, "That this ordinance does not have any application to existing subdivisions or multiple dwellings." He said he quoted the ordinance where it indicated no parcel of land shall in the future. He noted

he could not read the rest of that because somehow the document had been lost or destroyed by the city. He commented the city attorney in 1986 said this does not apply to existing subdivisions, which is what he has been telling you for the last eight meetings that he has attended. He said the second part says Mayor Karevich stated, "that the word hereafter or something else would have to be put in the safe future development into the Lakefront Protection Ordinance which we know it is about future development", but now you are trying to say that it applies to our 104-year-old subdivision. He reiterated that we could see that the city attorney in 1986 said this does not apply to existing subdivisions. He said the mayor said we need different wording inserted into the into the ordinance stating, you know, into the future, which is exactly what he has been saying all along. He said if you fast forward to 2007, our current City Attorney, Tom Schultz, Mr. Bertera wondered what he said about this ordinance. He said the current attorney said in 2007, "to our knowledge, the City has not applied this provision to Lot 12 or similar properties around the lake whose use in development predated it." Mr. Bertera said now you have two city attorneys that said the same thing that he has been saying for eight City Council meetings.

Khurram Abbas congratulated Victor on his appointment. He said he lived in Asbury Park subdivision and was on the Asbury Park Homeowner Association. He mentioned they had many Asbury Park residents that attended the Planning Commission meeting and voiced their concerns associated with the City West zoning proposal, particularly regarding the proximity of the south part of City West. He stated the concerns range from environmental impacts to noise related concerns. He said many other residents of Novi showed up or wrote about valid concerns about the proposal in general, mostly stemming from the massive amount of development that the project incurs. He hoped to see the City Council go over the audience comments in meetings, meeting Minutes from the Planning meeting in May. He stated during the Planning Commission meeting, it did not appear to him that the Planning Commission members were well informed of what the project entails. He said they were asking a lot of vague questions during the discussions. He said some of them were somewhat receptive about the overwhelming concern from nearby residents and one more time to review the details, but still unanimously voted to recommend this proposal for approval with the City Council. He stated some of them made comments to justify the recommendation by telling them that we had to cut trees in our subdivision as report, which by the way is not true. He stated that they claim that the rezoning would be better for them without being informed on what the existing setbacks and height limits apply to the existing I-1 Light Industrial zoning that is in place right now north of their subdivision. He spoke for all the residents of Asbury Park when he said their homeowners are extremely disappointed by the Planning Commission's lack of consideration. He said they were hoping to have the Planning Commission at least advise some modifications to the proposal for the city where southside by ensuring that the setbacks and height requirements for the existing won't be retained which would be 200 feet setback and two to three story maximum for the residential units. He hoped the City Council, unlike the Planning Commission, would do the right thing and take the residents' concerns into account. He said there seems to be a growing disconnect amongst Novi residents with all the development particularly the dense residential proposals and it

would be in their best interest to address those concerns adequately before voting to approve or reject this proposal. Thank you.

Eddie Hesano said he was the proprietor of Eddie's Walled Lake and a Novi resident at 1359 East Lake Drive, Novi. He mentioned they are on the Agenda for our Firework Show, which is the Walled Lake and Novi Community Firework Show. He said this is a show for us and for our families that we can enjoy, he was very pleased that it is on the Agenda and that it will come into fruition. He said Novi is looking better and better every day, he has been here since 1995. He thought Novi was doing a spectacular job. He said he knew a lot of people that work for the City, and they are amazing. He wished he had that in his city where he worked.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 23-07-086 Moved by Crawford, seconded by Casey; CARRIED UNANIMOUSLY

To approve the Consent Agenda as presented.

A. Approve Minutes of:
June 26, 2023 - Regular Meeting

B. Enter Approval to purchase Courts and Law Enforcement Management Information System (CLEMIS) and Fire Records Management System (FRMS) fees and services from Oakland County for the 2023-2024 fiscal year in the amount of $61,060.

C. Approval to purchase a 2024 Ford Expedition vehicle for the Novi Police Department from Lunghamer Ford of Owosso, LLC through the Macomb County cooperative purchasing contract, in the amount of $61,851.

D. Approval to award engineering services to Spalding DeDecker to evaluate the City's existing surveying benchmarks in the amount of $27,500.

E. Approval to award engineering design services to AECOM for the design of the southern portion of the Lakeshore Park Parking Lot Reconstruction in the amount of $36,345.66

F. Approval to award condition assessment services to Pure Technologies for inspection of PCCP water main, in the amount of $61,700.

G. Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation cost of seven (7) standard streetlights at six (6) intersections along Ten Mile Road between Meadowbrook Road and Haggerty Road.

H. Approval of request for Fireworks Permit by Eddie's Barrel of Wine to be operated by Gen-X Pyrotechnics, on Saturday, July 22nd, 2023, on Walled Lake.

I. Approval of a Resolution to close the westbound of Grand River Avenue from Taft Road the to 46850 Grand River Avenue for the 2023 Michigan State Fair 5K Run from 7:30 AM to 9:15 AM on Saturday, September 2, 2023.

J. Enter Executive Session immediately following the regular meeting of July 10, 2023, in the Council Annex for confidential written communication for legal counsel and to discuss Union negotiations.

K. Approval of claims and warrants – Warrant 1135

Roll call vote on CM 23-07-086 **Yeas: Casey, Crawford, Fischer, Smith, Thomas, Gatt, Staudt**
Nays: None

MATTERS FOR COUNCIL ACTION:

1. **Consideration of Zoning Ordinance Text Amendment 18.296 in order to establish the new City West zoning district, along with associated ordinance changes to reference the new district, and to amend text related to the EXO District, to reflect an underlying zoning of CW - City West. Establishment of the City West District was recommended by the 2016 Novi Master Plan Update to create a vibrant, walkable mixed-use district in proximity to the Suburban Collection Showplace and Ascension Providence Hospital. FIRST READING**

City Manager Cardenas stated this has been a project that has been in the works since 2016. He said as the Mayor mentioned in the reading of the motion sheet, this is the first reading. He explained the timeline that we have, and Lindsay Bell is going to present to you a comprehensive presentation on what City West is all about. He said this started back in 2016, 2017 in terms of different actions by the Planning Commission. He mentioned as stated this was to help it create a vibrant area in and around Ascension Providence Park and Suburban Collection Showplace along the stretch of Grand River from Beck Road to Taft Road. He mentioned there have been many different points that we have interacted and talked about in terms of hiring consultants, implementation of committee reviews, and it is finally coming to Council for your consideration, in two different meetings. He said there will be a Text Amendment and Zoning Map which is the item after this, again, only a first reading.

City Planner Lindsay Bell explained the 2016 Master Plan established a vision for the creation of a new district called City West. She quoted from the Master Plan "This area offers the potential for the creation of a prominent new district combining entertainment, convention, commercial, office, and residential uses in a cohesive, high-density, walkable pattern..."

Ms. Bell stated the challenge for staff over the last 4+ years has been to craft an ordinance that would allow, support, and encourage that vision to become a reality. She said it was exciting to be here with you tonight to present the results of all our efforts for your consideration. She stated they have gone through many drafts and revisions,

adapting to new strategies and learning from the application of existing districts in the City. She gave a quick context, she explained she was referring to the area along Grand River both north and south, generally east of Beck Road and west of Taft Road.

Ms. Bell stated the City West area provides an opportunity to expand the housing choices available for young professionals, empty nesters, and other residents who prioritize a more urban, walkable community, easy access to the highway and destinations within Novi, and entertainment opportunities. She said Grand River Avenue is a major corridor with greater road capacity than many areas of the city. She said SMART has recently released its proposed route expansion and has proposed extending bus service along the Grand River corridor through Novi and into Wixom. One of the proposed locations for a transit stop would be within the City West area, which makes the establishment of this district very timely.

Ms. Bell stated they have been working with the Planning Commission's Implementation Committee, and the City Attorney's office, they have developed the City West Zoning Ordinance text to provide the standards under which properties in the new district will be developed, as well as a Design Guide that offers visual examples that the Master Plan and ordinance language are working together to accomplish. She said the Design Guide complements the ordinance language and would be made part of the ordinance by reference. It includes background information on the area, inspiration images from around Novi and other communities, as well as 3D models to visually show certain requirements or suggestions. She noted the intent is that both documents would be used in conjunction to guide development, creating a structure for developers while permitting flexibility when it is determined to make sense.

Ms. Bell said for projects that are not mixed use, City West District includes a baseline level of development for principal permitted uses, which would be allowed at a similar intensity to what can currently develop in the I-1 District on the south side of Grand River. She stated the baseline level of development, building height is limited to three (3) stories. Uses permitted include office, retail, restaurants, day care centers, banks, and instructional centers.

Ms. Bell explained the proposed ordinance includes an optional Mixed-Use Development Option (MDO) if eligibility criteria are met, which permits a wider range of uses and higher intensity development to encourage the creation of a dynamic mix of compatible uses.

Ms. Bell said residential uses can be developed under the MDO, either as stand-alone use or as part of a mixed-use project. The granting of a Mixed-Use Development Option application requires review and recommendation by the Planning Commission and approval of the City Council. She said the MDO process is like the approval process for the PD-1 and PD-2 Options, with City Council discretion over deviations to area, bulk, yard, and dimensional requirements, as well as density. She noted the Planning Commission will need to consider Special Land Use standards, along with other items, in making its recommendation when MDO projects are considered.

Ms. Bell said while the MDO provides greater flexibility in parking and landscaping, as well as setbacks and building height to allow a more urban form of development, projects will still be subject to other applicable codes and regulations of the City, including Wetland and Watercourse protection, the Woodland Ordinance, Stormwater detention standards, façade, and landscape requirements, as well as lighting and noise ordinances. She stated applicants are required to demonstrate that the proposed layout of the site is designed to minimize the negative impact on existing natural features, including woodland and wetland areas.

Ms. Bell said the proposed ordinance standards allow for greater height along Grand River for MDO projects, however, staff believes that most projects will still have 3-5 story buildings, with additional height potentially requested for mixed-use buildings, or for a signature office building or hotel. She noted for areas greater than 200 feet from single-family districts, the bonus height provisions permitting higher buildings involves meeting one or more specific criteria such as providing or preserving over 25% open space, using sustainable green building elements and design strategies (ex. LEED Best Practices), allocation of units for Workforce Housing (at least 15%) or lower-level parking or parking garage to limit impervious surfaces.

Ms. Bell said the maximum height is limited to eight (8) stories or 115 feet in the proposed ordinance for developments on the north side of Grand River Avenue. This is the same height limit as currently permitted in the OST zoning district which allows building heights up to 115 feet for the area north of Grand River as all that area is within 1,200 feet of the freeway.

She stated that south of Grand River the maximum possible height is limited to 5 stories, or 70 feet. Any height increases would have to be approved by City Council.

Ms. Bell stated the City West area south of Grand River Avenue is directly adjacent to areas designated for multi-family and single-family residential. This portion of the district is intended to provide a gradual transition to the surrounding uses. Within 100 feet of single-family residential areas to the south, non-residential buildings are not permitted, and residential buildings are limited to 35 feet in height to ensure a proper transition and prevent undue impact on the existing neighbors. She said the 100-foot setback for non-residential uses is consistent with current I-1 District setback, to ensure that no new hardship is created on landowners, and adjacent residents are afforded the similar protections that exist today. She noted any building within 200 feet of single-family residential districts is proposed to be limited to 40 feet and will not be eligible for bonus height increases.

Ms. Bell said in addition to the height limits, residential buildings are required to be set back a minimum of two feet for each foot of building height. If the maximum building height of 35 feet is proposed, that structure would require a minimum 70-foot setback from the single-family district. She noted by way of comparison with multiple family zoning districts in Novi, in the RM-1 and RM-2 Districts, the minimum side and rear yard setbacks are 75 feet. She commented that the existing Central Park Estates buildings are built 70-

75 feet from the property line. She said the City West district also requires a 50-foot setback for any parking areas adjacent to single family zoning districts, as well as the installation of a wall or landscape berm to provide buffers.

Ms. Bell gave a brief re-cap: less than 50 feet from the single family residential, only residential structures less than 25 feet in height would be permitted. She noted from 50-100 feet, residential structures up to 35 feet in height and parking with screening would be permitted. She also noted from 100-200 feet from SFR, both residential and non-residential buildings could be allowed with a maximum height of 40 feet. She said over 200 feet from residential additional building height can be requested. She stated at over 500 feet, outdoor seating areas with live music can be authorized.

Ms. Bell said the City West is meant to have sidewalks and pathways throughout the district, providing connections to the City's non-motorized network. The recently expanded Ascension Providence campus trail network provides miles of non-motorized opportunities and connects to the ITC Trail. She mentioned Bosco Park is accessible via Beck Road less than 1 mile away. She stated Taft Road already includes on-road bike lanes as well as an 8-foot pathway on the west side of the road from Grand River to south of 9 Mile. She said this facility connects the City West area to several Novi schools, as well as the Library and Civic Center campus. She noted that pathways along Grand River also provide a direct connection to the Town Center area within a one to two mile distance.

Ms. Bell explained that the development in this district is required to meet specific design standards to ensure future development is cohesive and walkable. She said the buildings are meant to front on internal street networks rather than Grand River to create a more pedestrian-friendly development than the thoroughfare can offer. She noted shared off-street parking facilities are encouraged. Development projects are required to provide public plazas and open spaces for gathering. She said parking requirements for residential uses, based on the number of bedrooms, have been included, which are consistent with the requirements in the Town Center district. In summary, she stated that staff and the Planning Commission recommend approval of the proposed text amendment and Design Guide, with any necessary modifications as it continues to move through the process, as it is following the Master Plan for Land Use and forwards both economic development and housing goals of the City. She said we are happy to answer any questions you may have.

Mayor Gatt thanked Ms. Bell for the very comprehensive background. He mentioned that he heard people say that this is a Council driven issue, he wondered if that is correct. Ms. Bell replied that it is a Master Plan driven issue. Mayor Gatt asked if it was true or not true that a single businessman in the city was pushing for this. Ms. Bell replied, no. He thanked her for her response. He asked Council if anyone had any questions.

Mayor Pro Tem Staudt said it all sounds so great. He mentioned he sat in the Master Plan meetings for probably a year, we are here now, and for some reason, there are a lot of things that have never passed his test. He said his test is a test of common sense. He

wondered if you as a staff member walked out to the property and looked at all the different angles about all the things that you were talking about. Ms. Bell said yes, she had walked through the area. Mayor Pro Tem Staudt stated he has also and under no circumstance could he see us having a five-story building on the south side of the property. He mentioned looking at the berms while walking the properties, there are so many issues that are important. He said he would like an explanation on what drove this in 2016, was this staff driven or developer driven. He would like her to give us an overview of where this came from and why, if it happened in 2016, and we are talking about in 2023.

City Planner McBeth said she would be happy to explain. She stated the Master Plan that was done for 2016, approved in 2017, had three redevelopment areas identified. She stated that is one of the goals of a Master Plan and the Redevelopment Ready Communities. She said there were three areas where the location was located, one where Sakura was approved and is about to start development, an area up by Walled Lake that was in dire need of some redevelopment, and this is the third area. She said if you look at the stretch of Grand River, and particularly the corner at Grand River and Beck, it has been underutilized in terms of an important part of the city for several years. She stated that was recognized by the staff and by the Planning commission, by our planning consultant at that time, and identified as the third kind of redevelopment area that should be focused on. Mayor Pro Tem Staudt confirmed with Ms. McBeth that his was not driven by any potential development that could not get it done there under the current circumstances. Ms. McBeth replied, no, it was not, we were not seeing a lot of development plans in that area, we haven't for the las 10 years or so.

Mayor Pro Tem Staudt asked if they could get the map back upon the overhead that shows the property on the overhead screen. He mentioned there has been voluminous correspondence directed to the City Council and to the Planning Commission. He said one of the questions he had was regarding the area that has a large pond, under what circumstances could that be developed. Ms. McBeth said it is likely the City would request the pond remain as a natural feature, and development could occur around it. She stated with any developments, somebody might come in and say we would like to relocate that pond and put it in a different spot, so under that circumstance, it could. She said this zoning district that the staff has worked on for quite a while indicates that natural features are important in this area. She said we wouldn't be pushing the development community to respect the natural features and not develop in those areas. Mayor Pro Tem Staudt said you are saying there is a potential that the pond or that wetland area could be moved somewhere else, as opposed to being left there and preserved as a permanent wetland feature. Ms. McBeth said staff would always recommend that kind of natural feature would be left in place, but if the development community sometimes says to do what they need to do, they might locate a portion of it. Mayor Pro Tem Staudt said one of the things that he was going to ask was one of the modifications to the ordinance is that the exact thing cannot happen, because this is not what we really want as a community. He said he was a little shell shocked right now by what happened in Sakura, with the pond being filled in. He said he did not know how we could prevent that from happening in this situation, but it abuts properties, houses on

both that side of the street in the back and on the other side of the street. He said these are the kinds of issues that really kind of torment him and that we are trying to create something somewhere where it really is not a natural area to put something through.

Mayor Pro Tem Staudt asked City Attorney Schultz if we were able to separate the north side from the south side. He wondered how we deal with this ordinance, or do we have to do it as one big chunk. City Attorney Schultz said no, you could separate them. He thought a surgery and thinking about It in terms of writing in the ordinance, but there is already a conceptual difference between the two in terms of height and things like that. He said if that were the direction, he thought it would be possible to do just ordinance writing wise. He said to be clear and to add on to Ms. McBeth's answer, there is nothing in this ordinance that would affect the pond one way or the other. He said that is an entire set of city ordinance that he thought Ms. McBeth was talking about the wetland ordinance that allows developers to do things that his ordinance does not make it any more or less likely to have that kind of effect. Mayor Pro Tem Staudt said, or less likely, in the ordinance. Mr. Schultz said if you are focusing just sort of on this spotlight. Mayor Pro Tem Staudt commented that this area abuts residential properties. He thought that if you take that pond out in that wetland area, and move it over somewhere, where there is nothing currently, doesn't seem to him to be a good exercise in this situation. He said one of his recommendations would be to add something to the ordinance that prevented this kind of thing happening. He said we will keep talking about it, we want to preserve the woodlands and wetlands, then we talk about filling them in and moving them somewhere else. He thought this is inconsistent with when we start abutting residential property, and putting these mixed use and commercial properties, it gets a lot more complicated. He said in this situation, we are talking about the lot, a lot of the land that we have available in our city right now is really the end of the development land, the backlots. He said many of these backlots have challenges, that is the reason they are not developed. There are a lot of woodlands and wetlands in them. He did not want to create a City West ordinance that in any way encourages somebody to fill in a woodland or wetland. He preferred that we put in language that prevented that from happening. He said he was not asking you at this point, he was giving you his narrative on this. He said there are certain things that he would like to see his colleagues consider. He wondered if it was best to do it all at once. He wondered if then, we are going to have some kind of vote at this at the end of this process, moving it forward to a second reading. He asked if we could do individual things that we are looking at and get those approved and then move on the other things. City Attorney Schultz said there is not timeline here. He wondered if it is here for first reading, but like with any other ordinance, you are not obligated to approve first reading if you want to talk about it more, get your thoughts together and convey those to City Administration.

Mayor Pro Tem Staudt asked Mr. Landry, just be clear, what properties are you asking to remain in the current zoning. He asked which one is in the B-3 zoning. Mr. Landry said currently, the property on the southeast corner is zoned B-3 and that B-3 zoning encompasses two portions of two parcels. Mayor Pro Tem Staudt asked for him to explain what the drawbacks of this rezoning are for your clients. Mr. Landry replied that his client owned this property, and it has been in the family since the 1940s and it was purchased

by the Ward family back then it was used for several different things. He mentioned there are certain tax reasons when you buy property. He said you can imagine what it is worth now, if somebody sold that property, there would be huge capital gains tax. He stated Mrs. Ward passed away recently. He stated if you pass the property on probate, it is a stepped-up basis. He said the family is ready to develop the property. He said the family already has a developer interested in developing the property as zoned the B-3 part as zoned B-3, he said he did not have a site plan to show you, and he did not have a specific use to show you. He said there are obvious B-3 uses, some uses that are not included within the City West and the City West ordinance does include drive through. He said they have had some conversation with the Administration on that and drive throughs included as an accessory use, but you can imagine across from a hospital, so be a perfect parcel for a 24 hour Walgreens or a CVS, but that is a particular kind of use that would be perfect at this location. Mayor Pro Tem Staudt said he was advised earlier today that whatever the current B-3 zoning is, it would carry on into the new zoning. He asked him if that was his understanding of it? Mr. Landry said he did not have it in front of him, but no, there are certain B-3 uses that are not carried over into the ordinance. Mayor Pro Tem Staudt asked if City Planner McBeth could shed some light on that.

City Planner McBeth said the B-3 district allows sort of our most intense commercial uses. She gave examples such as car washes, gas stations, used car lots, things like that, a whole variety of things that you would expect in a retail location. She said the pharmacy that we are talking about with the drive through would also be permitted in the City West ordinance as it is currently drafted. Mayor Pro Tem Staudt asked Mr. Landry what the discrepancy was between? He wondered why they had to hire an attorney to come to us to ask for that property to be excluded. He wondered where the confusion was. Mr. Landry said his clients are interested in developing this under B-3 with setbacks and certain things of that nature, as opposed to the proposed City West ordinance. He said a gas station is one that would not be included, they do not necessarily now, have a commitment for a gas station. He pointed out that gas stations today are not the gas stations of yesterday. He said they do not look like gas stations; they sell a lot of different products. He said that was one that he could tell you from memory that is not included in the City West ordinance.

Mayor Pro Tem Staudt said he was going to make a recommendation and he did not know if we need an approval on this or not at this point. He said he wanted to remove the two parcels 50-22-16-151-010 and 50-22-16-151-012 from the ordinance.

MOTION WITHDRAWN
CM 23-07-087 **Moved by Staudt, seconded by Gatt;**

Approval to remove two parcels 50-22-16-151-010 and 50-22-16-151-012 from the proposed Zoning Map Amendment 17.741.

Member Fischer directed his question to City Attorney Schultz. He asked him if it is possible to put an overlay on these two properties and basically say, we recognize and allow you to build under the B-3 development of the B-3, but you are also eligible to develop under

the City West as well, which would actually give more opportunities in the future if they did not go down the path of what Mr. Landry was talking about, to potentially develop more in the spirit of the City West. City Attorney Schultz confirmed that he was talking about an overlay just for two pieces of property. Member Fisher said yes, that is correct. Mr. Schultz said conceptually, he would have to think about that. He was not sure he had seen anything that targeted individual properties of that size. He said he was not saying it could not happen. Member Fischer said however, there are many acres on the south side, everything is I-1 except for this one parcel, he understood the position that the Ward family is in. He was trying to get it so that we as a City would also potentially in the future have the possibility if current plans fell through that they may have something more contiguous with the eastern properties, and that is where he saw the benefit. He said he did not to pull it out, and that is why he would not support the motion as it is, he would be interested in something like that. City Attorney Schultz stated we could look at that, if it is pulled out that is an option as well. He guessed the other option is to find out from the property owner what uses they think they might want from the B-3 and pull those forward and put those in as permitted uses. He wondered if it was worthwhile to have an ordinance amendment that says, now that things are the way they are some of these uses we do not want, but we will sit down with the property owner and find out, what it is they might want. Member Fischer said he would be more hesitant to take B-3 uses and put them into the City West uses, then do some sort of overlay, if we cannot do some sort of overlay, and then he was going down the path of Mayor Pro Tem.

Member Thomas stated in the B-3 section, or that area that we saw on the map, are those the only two parcels in those areas or are there other people who may want to have the same opportunity. She thought that was a decent sized section there. She wondered if we are going to make this offering to the owner of the two parcels, is it something that makes sense for the others in that section.

City Attorney Schultz said Mr. Landry pointed out that this is a corner piece, which distinguishes it from the rest of all the properties that are depicted there. He mentioned one of the things that he didn't want to say it, it surprised him, but he thought it was interesting watching this process for the last couple of years is that you didn't have a lot of property owners who were saying we do not like it, it was gratifying to see how many property owners said, "sure, this is a good deal for us". He said we have a property owner here, who is arguing that their property is unique, because it is the corner piece a that. He said he would be worried about taking that idea and spreading it throughout the rest of the district is what he was trying to say. He thought the other properties were different.

Member Casey said she was not opposed to having the City Attorney investigate it if there is any kind of overlay that can be done. She thought we might be a little ahead of ourselves in this process because we have not talked about applying for the City West District at all yet. She mentioned neither have we talked about what parcels that might apply to, which is the next item on the Agenda. She thought from a timing perspective, we feel like we are a little out of sync in terms of holding out one specific parcel and treating it differently, potentially, without even having talked about what the City West District is going to be. Generally, do we want the City West District and then generally,

which parcels do we want to apply to. She thought from a process perspective, she felt like we are a little out of sync on that one. She said she would support the motion if it were only to ask the City Attorney to look at options for an overlay for those parcels for the B-3 specifically.

Member Smith agreed with Member Casey, he thought we are a little bit ahead of ourselves and pulling out specific things like this. He said in general; he would like to see how this whole thing plays out with the upcoming new Master Plan as well. He said he would support, asking the City Attorney to investigate that B-3 overlay.

City Attorney Schultz said on that subject, I guess he was looking at this as kind of straw votes. He said you wanted to take a vote so that we would know what the numbers were, he understood that Mr. Mayor. He stated at the end of this is was going to suggest if there especially if there are more, that we not have a motion to introduce, or approved first reading, and that however many of these straw vote indications we get this evening, which is great, that we will take that back, and we will come back with a revised version of the ordinance.

Mayor Gatt said instead of making a motion, just talk and you guys, you know the consensus up here might not be seven, but you know, we are a majority. Mr. Schultz said he thought so. Mayor Gatt said okay, then we do have a motion on the floor that we can withdraw.

Member Crawford mentioned that he had another concern. He said at the Planning Commission meeting it was brought up, and he did not know which parcels they were, but there were some parcels that if you did 100-foot setback from residential, they would be virtually undeveloped. He mentioned it was suggested that a berm and landscaping could be done instead of a 100-foot setback. He said he would like to see that investigated, and he was not sure which parcels they were, but somebody can figure that out. He thought it was next to residential.

Mayor Pro Tem Staudt wondered if we are going to vote on this a straw vote or what? City Attorney Schultz said he did not know that you need to if you want to that is fine. He did not think he had to worry; we are going to take good notes. Mayor Pro Tem Staudt said he would withdraw the motion and go on to the next things.

Mayor Pro Tem Staudt moved on to the next issue that he had and mentioned there are two sides to developing the ordinance. He said one is on the north side, which is on the north side of Grand River Avenue. The other is the south side, the south side has a current residential element to it. He said the north side, he did not have anything that he was going to propose on the north side. Getting back to the south side, he said he could not see us having five story buildings under any circumstance on the south side whether they are 20, 50 or 100. He said he would like to see us limit that to a three-floor building, so that was his first recommendation on the south side. Second, he stated having a berm requirement with landscaping so that anything that is built requires a berm with the appropriate landscaping. He said that maybe that was already included, but he wanted

to make sure that is in the ordinance. Third, he wanted to see us remove the hotel/motel from the south side as a potential use. He said one of the biggest factors with this entire issue is the idea that it is a walkable area. He stated until we get an overhead walkway between the south side and the north side, these are two distinctly very different areas. One is not going to be walking across Grand River Avenue on a regular basis to get across the street to the north side. He said he really did not think it was appropriate to put a hotel/motel in that area and he would like to see that removed as a use. He said his fourth issue is a little more controversial, was that he would like to see 100-foot setbacks, he mentioned there are probably four different opinions up here on setbacks. He said the residents have asked for 200-foot setbacks which he thought was a little unreasonable, it does not give very many options. He thought the 100-foot setback with the berm, with landscaping would provide a very safe buffer for the residential properties there. He said his fifth point had to do with again, the protection of woodlands and wetlands, and how we could incorporate into the ordinance that the current woodland and wetland that are in the City West district in some way be preserved and protected in a manner that goes beyond just our normal city ordinances, especially those that are directly abutting the residential properties. He said those are his five primary issues. He said he would like to hear what his colleagues have to say.

Member Fischer said he would like to take the same approach. He thought that the north side has less concerns, from his perspective. He said if he understood, the current OSC on the north property, the north side of Grand River that allows the eight story buildings already, he wondered if that was correct, because all the properties are within 1,200 feet of the highway. Ms. Bell replied that he was correct. Member Fischer said that what this does is limited to six, and to go eight stories, they would have to meet the special criteria. He said many times when he is talking to someone that has concerns about some of the higher heights, once he tells them that you must meet some of these sustainability goals to get those bonus heights, we are winning out in that if they can already have eight. He said now they can only have six, but they can go to eight because they are going to be LEED certified or preserve 25% of the space. He thought that was a big win on the north side for him. He said the north side, they have less issues. He said he would focus most of his comments on the south side. Member Fischer mentioned the south side and stated that he struggled with the stories because of the good benefit that he saw in pushing some of those sustainability goals. He thought if we could go to four floors with those bonus criteria, but with bigger setbacks, he thought we might be able to accomplish some good there. He said he would be willing to go up to that, but if there wasn't consensus on Council, he would be fine with sticking with three and getting rid of the bonus floors. He liked the berm requirements, and the removal of the hotel/motel. He believed there needs to be some more work on the setbacks, and he thought 100 feet is a possibility and something that could be used, but he believed it should be tied to the building height. He said he would leave it to staff to come to some ideas at what might be worthwhile over there, but what is currently being proposed is not enough. He did not think in some parcels, areas, uses and heights 100 would be enough. He would like to see that a little more stringent. He said they have already spoken about B-3, and he made his comments on that. He appreciated the comments on the protection of the woodlands and wetlands. He said process wise; he did not know that it makes complete

sense to him, and he said he would ask the city attorney. He commented that in essence, we are talking about our own mitigation ordinance at that point, are we not. He said one of these will come to us will come to the Planning Commission or City Council and we will make the decision if the mitigation is appropriate. He said if we are trying to tie future hands, we are kind of saying what we do up here as it is from a mitigation discussion perspective is moot, is that correct. He wondered if he was correct on the first part that we as a Council make the decision on the mitigation of the wetlands. City Attorney Schultz said yes, he did think that was correct. He stated he will just preview; we do have an obligation and your ordinance does treat similarly situated properties the same, so we have got an obligation under the state zoning laws to treat similarly situated properties the same. He said we will take the Mayor Pro Tem Staudt's comments to heart. He said we will have to., the way communities typically deal with wanting to preserve areas is you incentivize them not to develop it more than they might in the other parts of the city. He said we will look at the idea. He said he thought he could see where both of you were going. He stated ultimately, yes, we will be clear that you will have the authority on the mitigation and tree removals that you have elsewhere.

Member Fischer said we have chosen to look at some of the benefits and some of the ideas that a developer had by maybe putting more intense use on one area and kind of trying to preserve more areas. He said it is those situations where it is Council's judgment, and he thought it is our job as the elected officials to make those calls on the mitigation. He stated while he could think we can find a way to strengthen it, he liked the idea of kind of the residential component where the Mayor Pro Tem Staudt was going, he said he will start to feel more uncomfortable as we tie future City Council's hands from being able to make site plan decision if they are elected to do. He said that is how he was asking you to split that one. Member Fischer said overall, those are some stringent comments for him that it would take to probably get this over the finish line and vote for his approval. He said he liked the concept. He liked what the staff has done, anything to promote things like sustainable efforts, the workforce housing, there are a lot of good things in here. He said he did not want to throw the baby out with the bathwater, he did not think it is a good idea, as he has seen, proposed, by some Councilmembers and on social media, and he thought that is kind of irresponsible. He said it is their job to sit here as staff, as a Council, as a Planning Commission to hear resident comments and try to come up with something that is palatable. He stated if we cannot hit some of these criteria that he has said, and he had no problem, potentially splitting these two approving the north end and leaving most of the bottom as I-1 zoning as it currently exists.

Member Smith agreed that there is a split between the north and south of this, the south end needs to take more consideration of the residents further south. He said he would like to see overall a stronger incentive to get LEED Certification and parking structures versus giant parking lots. He stated when you look at the aerial map of that you see Suburban Collection Showplace, and it is a giant parking lot, creating a lot of issues with runoff. He said he would like to see smaller parking lots in general. He said he was not sure, maybe Ms. Bell could answer on the Workforce Housing component of that, he was not sure what that was exactly. Ms. Bell explained that we do have a definition that is proposed in the text amendment and said could read that for you if you would like.

Member Smith said sure. Ms. Bell said Workforce Housing is a residential unit for sale or for rent with combined annual rent, rental costs, or combined annual mortgage loan debt service, property taxes and required insurance that do not exceed 30% of the gross annual income of a household earing between 60% and 140% of the area median income as defined annually by the United States Department of Housing and Urban Development. Member Smith thanked her for her explanation.

Member Smith said the other comment he had was regarding walkability. He agreed Grand River is not something you want to have people trying to cross. He said he saw in some of the material that was provided that making Grand River, doing traffic calming solutions, which he was not sure he would like to see a study how that impacts the other roads in the area. He said Grand River has a lot of traffic and if you slow that down, it is going to go somewhere. He stated that brought up the point he mentioned earlier, is that he would like to see this as how it works with the upcoming new Master Plan. He said it is a big piece of land and he wanted to see how that all works together. He thought if we could get some pedestrian bridges across Grand River, he would be in favor of that.

Member Casey said there are a couple of big issues that she would like to get a little more insight from staff on. First, as the previous speaker mentioned, travel on Grand River Avenue and the fact that it is a five-lane road, 50 miles an hour. She said we are talking about trying to put in a lot of people doing a lot of walking, can someone clue us into the conversations that were held with the County recently about some flexibility on their side and what that means. City Manager Cardenas said they had conversations with the Road Commission of Oakland County, who has oversight of that road would be who the City would have to get approval from for any kind of speed limit, or any kind of traffic calming measures He said they preliminarily were approached by staff regarding potentially mid-block crossings, and they were receptive of such calming measures as well. He said those are just preliminary communications with them about that. He said there is some leeway and some wiggle room with respect to those.

Member Casey thanked Mr. Cardenas for his explanation. She stated that this is one of those issues that she thought were going to want to move a little faster on instead of trying to wait and see how this starts to develop. She said she would really like to make sure that we are talking about what it is we would do and then have a real plan for what it would take because you know, right now we are talking about zoning, we do not have specific projects in front of us, this is not anything where we are responding to requests for development. She thought right ow is the time for us to say, it is a couple of years, several years, many years, probably away from being fully built out. She said now is the time for us to start talking about what we want Grand River to be in this space so that we are not 50% built out and need to start figuring out what we want to do with Grand River. She wanted to encourage us as part of our planning to make sure that we are having forward moving conversations with the county that talk about what we expect to want to do these things, let us get some plans in place for what that would start to look like. She stated that would be her first recommendation.

Member Casey said secondly, she is going to move us on to the water system, because we did get a memo relating to the water system and pressure and what expected uses are going to be. She wondered if we could get a little bit of insight on infrastructure needs. She said once we get this district, assuming it passes, and everything happens, once this district starts getting built up, what kind of expectations do we have? What kind of timing are we talking about for some of the changes? DPW Director Herczeg thought we were talking about a couple different projects in the memo, one is the 8 Mile loop and the secondary one would be the City West improvements, which are some pumping stations, some other water main improvements that have been in the Master Plan on and off for years based on development. He said we are discussing the 8 Mile loop, and based on density, based on our usage, in year one of next year's budget, the other plans be implemented later. Member Casey thought that was helpful, because she thought that is also one of the things, we want to make sure we are thinking of before we get fully developed in the space, what we will need to plan for, because none of these are going to be small projects. Mr. Herczeg said they are decent sized projects.

Member Casey said she was going to talk about walkability and walkability is great when we run them on east west, but the means of getting people across Grand River, north, south. She said as much as we are talking to the county, about traffic calming, mid-block crossing, etc., she wanted to make sure that we are also considering and planning for if a pedestrian bridge is going to be the right means for us to get people across the street as well. She was going to tie all of those together. Moving on to residential, she thought, we are all saying very similar things up here as relates to the north, south is very different from the south side. She stated, much like some of the previous speakers she did go through the neighborhood over the weekend and really got a sense for how things are laid out. She thought that the berm that we have in place against the I-1 with the building that exists today on Heyn Drive was a nice look. She was concerned with a couple of different housing units on the corners of the curb on Mandalay Circle, for whom even a 100-foot setback is going to be problematic for them. She said she knew we have differences in opinions on the setback against residential. She said for her, the larger the better, so she did not think 100-foot is big enough, especially for those corner houses, they are going to have the strongest impact on both sides. She would like to see us look at the potential of a 200-foot setback. She agreed that having berms and tress, we have 80% opacity for the winter, which is a normal part of our requirements. She thought the berms in here she believed were a 10-foot berm plus the landscaping trees, so she asked Ms. Bell if she was correct. Ms. Bell replied were industrial abuts residential, it is 10 feet. Member Casey asked if we were keeping that same requirement in the CW. Ms. Bell said she would have to investigate it, it may be slightly different. Member Casey said she would encourage us to make sure that we are looking again at the tallest possible berm, otherwise she will start talking about the trees, and she did not want to get into that space at all.

Member Casey appreciated the perspective that Mayor Pro Tem Staudt raised as it relates to the woodlands and wetlands, there is a lot of great screening for the residents on the east side, that she would like us to be as firm as strong as we can be in what we can require from a woodlands protection because we have a strong Woodlands

Protection Ordinance. She said there are people who have different opinions about whether it is strong enough, but she thought in this instance, we want to do everything we can to keep as many of those trees as possible. She wanted to make sure that we put as much strength behind the requirements to keep as many of the trees as possible, and to keep as many of the regulated trees as possible, make sure we do that. She stated she would like to see it similar for the wetlands as well, because with the existing ordinance for wetlands, developers can and have requested to move wetlands and that has passed. She said whatever we can do to strengthen that.

Member Casey said her final comment for the evening was to thank City Attorney Schultz for his advice to us to have our first round of conversation and look to bring back changes in another first reading. She said she would have made the motion to postpone or table the first reading to get our chances for us to get this conversation out, because this has been a four-year process for many. She commented that she should have thanked City Staff and the Planning Commission, who did all the hard work, this is the first chance that we have had to look at this. She said this behooves us to give staff as much feedback as possible. She thought this would give them a reasonable amount of time to absorb that feedback, make their changes, make the recommendations before we even start talking about looking at first reading. She stated as much as she thought she heard earlier that we were going to see this again quickly this month, she was happy to have us have the conversation of the table to provide direction and give staff a chance to give us a more formalized first reading.

Member Thomas stated that a lot of what she cared about has already been brought up. She agreed with Member Casey on the setbacks. She knew there was going to be some disagreement about that, but she thought in some of those instances your home was very close to the line. She was not sure that 100 feet was sufficient. She thought that they needed that space available there. She said we mentioned that specific pond, that these natural features that people's homes abut, and they are necessary for not just keeping the wildlife there and having beautiful homes, but just keeping our nice neighborhood and our community vibrant. She said it was a bit of a concern when we talked about let's do everything, we could save one pond. She said she would like to make sure that every resident who is facing similar instances has those same benefits of having people fighting for those items. She didn't think that they should have to come to Council every time that they want to fight for those items. She mentioned this ordinance may not be the place for it because we have woodlands and we have wetland ordinances today, but often those are moved and changed. She thought perhaps that is something that we need to look at is strengthening the woodlands and wetlands ordinances to that people do not have to be in fear that these are too weak, and the properties that they are on that are protected properties are going to be so easily moved. She said, but again, we are talking about this property. She was in full agreement with the rest of the City Council on those ponds, and making sure that we did everything we could to try to keep those natural wetlands there in that place. She agreed with everyone. She agreed the north side of the street is not as much of a big deal, there are not many homes there, they are not going to be negatively impacted, you have a lot of it directly next to the expressway.

Member Thomas said she had one final thing regarding walkability. She did have concerns about the walkability of Grand River, she would not want to walk with her child down Grand River because of the traffic that is currently there. She thought that if you try to mitigate that traffic, the people must go somewhere, just means our roads are already overloaded, they are too small for the traffic that we have today, and it would make it difficult for everyone to get places, which is very frustrating. She noted that Grand River is one of the places where you can move quickly to get in and out of places. She wanted to make sure that whatever is by Grand River, that we have sufficient setbacks from Grand River and protection to keep people from getting injured on Grand River. She mentioned that as it is today, there should be no foot traffic on Grand River, it is problematic. She stated that trying to find ways however that is to mitigate that and whether it is having crosswalks going over the street, a way to make that safe, it just doesn't seem like a place that should be walked. She stated Grand River does not seem like a place where people should be walking, this is from the Master Plan from 2016. She said currently we are in the middle of having a Master Plan done, she felt like we should probably wait on the rezoning until the new Master Plan is complete, that was her perspective.

Mayor Gatt said he agreed with almost everything that was said up here. He reiterated that we as a Council had talked about hotels on the south side of Grand River Avenue and we rejected it then and we can reject it again. He said Grand River Avenue is a wicked Road, very difficult and very unsafe to cross on foot. He said cars, trucks, and semi-trucks are going 50 miles per hour and you know when the sun goes down, you cannot see. He said they talked about a pedestrian overpass he would like us to consider, or somebody consider a pedestrian underpass, something in the weather in Michigan, you know for four or five months out of the year, an overpass could be nasty walking up there, an underpass would be more conducive for handicapped people, conducive for older people and he though safer.

Mayor Gatt mentioned the setbacks and that 100-feet and 200-feet were mentioned. He thought this was a resident driven issue and he did not know if one size would fit all. He thought maybe we could come up with something where somebody said about the corner houses, maybe 100 feet is not good for them, and might be good for others. She said it was something that he thought the staff should look at and come back with some options. He said three stories, four stories, if he lived on the south side, and somebody wanted to build a four or five story building, he would be very upset. He said he would like to keep it at three stories, somebody earlier mentioned four stories, maybe depending on where it is. He did want to reiterate also that it has been said more than once. Mayor Gatt noted this is not a Council driven issue. He said it is not a one businessman driven issue. He said a former council person was talking about how this is going to really help one person in the community and that we have already helped that person a lot. He stated that is just completely 100% untrue. He said this is something the planning people, the Master Plan people have come up with, and it has taken years and years, from there to here.

Member Fischer said he would like to give staff some opportunity to comment on the walkability, a lot of people have really gone after that as one of the fallacies of this plan that they may consider the four years of work because it is just not walkable. He said one counter he had to that is, why did the city spend probably a couple hundred thousand of dollars or a million dollars to put sidewalks all the way up and down Grand River Avenue between Taft and Beck, which we already have there, which he has walked on and he felt very safe doing the whole thing. He said it is really about the cross ability. He said he could imagine that if this district were to come to fruition, we probably would not just have one stoplight between Beck and Taft as well, maybe there would be a couple with crosswalks. He wanted to give you the opportunity to tell us a little about your vision of the walkability from a staff perspective. He said that is one thing that he thought has probably gotten an unfair shake, mostly on social media. He said he did not think the staff had an opportunity to comment on that, especially in relation to some of the comments he just made.

City Planner Bell thanked Member Fischer. She stated our vision would be that there are internal street networks that create the walkability, where you are walking from thing to thing, not along Grand River Avenue necessarily. She said we would like to see a crossing of Grand River. She knew that the 2016 Master Plan had a planned road here along the north side to kind of create a bit of a ring road. Member Fischer asked if that was where the cement plant is. Ms. Bell said the City Gate Road that comes up between Starbucks and the Tim Hortons, that would continue further east and then down and meet up with Grand River, so possibly a stoplight there. She stated that obviously, involvement with the Road Commission for Oakland County (RCOC). She said that might be where the future connection could be for both pedestrians and cars, but really, it is the internal street networks that we are seeing as more the walkable pedestrian focused areas.

Member Fischer said he thought some of the intentions underlying all of this, there are some good intentions there between the walkability of those things. He thought that either marketing or promoting a little more of the idea of the internal not necessarily the crossing, is the walkable element within those different parcels. He said he thought maybe concrete plans, he believed that this just might help tell the story of what is taking place. He thought staff has gotten an unfair shake on some of the walkability comment.

Member Crawford mentioned the setbacks, he would love to see 100, 200, or 500-foot setbacks when it is next to residential. However, he said that is not always practical, nor is it fair to the property owners who own property north of the residential subdivisions. He said he would like to see some sort of recommendation for berms, landscaping, whatever allows those properties north of the residential to be able to develop, we cannot take up a third or half of their property. He said he did not know which parcels they were, and he did not know how far they went. He said we need to address that and not penalize them with 100-foot or 200-foot setback. He believed there were other alternatives. He said it is important that they are not taken out of the picture with kind of development.

Mayor Pro Tem Staudt said he started this with a discussion of some of the issues and we have hashed it out. He hoped the residents had seen that. He said this is a Council, it

came prepared, we have done our research, we read all the correspondence, he got some correspondence today that was sent to the Planning Commission from an attorney from a Homeowner's Association. He said they read everything, they listen to everyone, but we talk on the record. He said sometimes that is a difficult thing to understand about government, but we certainly have empathy for your issues, but we have empathy for the people who own the property. He said we are trying to find a nice balance, something that is fair. He thought they had a robust and excellent conversation.

Mayor Gatt asked City Manager Cardenas if he was prepared to bring this back with a new first reading soon. Mr. Cardenas replied yes.

2. **Consideration of Zoning Map Amendment 18.741 to rezone approximately 250 acres of property located north and south of Grand River Avenue, east of Beck Road and west of Taft Road, from B-3 General Business, I-1 Light Industrial, RA Residential Acreage, OS-1 Office Service, and OST Office Service Technology to CW City West District. FIRST READING**

POSTPONED
CM 23-07-088 **Moved by Staudt, seconded by Crawford; CARRIED UNANIMOUSLY**

To postpone the approval of Zoning Map Amendment 18.741 to rezone approximately 250 acres of property located north and south of Grand River Avenue, east of Beck Road and west of Taft Road, from B-3 General Business, I-1 Light Industrial, RA Residential Acreage, OS-1 Office Service, and OST Office Service Technology to CW City West District. FIRST READING

Roll call vote on CM 23-07-088 **Yeas: Crawford, Fischer, Smith, Thomas, Gatt, Staudt, Casey**
Nays: None

3. **Consideration of Approval of Change Order No. 1 to Mattioli Cement Company, Inc. for the 2023 Neighborhood Road Program – Concrete Streets in the amount of $337,104.25.**

CM 23-07-089 **Moved by Crawford, seconded by Casey; CARRIED UNANIMOUSLY**

Approval of Change Order No. 1 to Mattioli Cement Company, Inc. for the 2023 Neighborhood Road Program – Concrete Streets in the amount of $337,104.25.

Roll call vote on CM 23-07-089 **Yeas: Fischer, Smith, Thomas, Gatt, Staudt, Casey, Crawford,**
Nays: None

4. Consideration of Approval of Change Order No. 1 to Cadillac Asphalt, LLC for the reconstruction of the eastern 500-feet of Drakes Bay Drive as part of the 2023 Industrial Roads Rehabilitation Program in the amount of $386,927.26.

City Manager Cardenas said this is just the first 500 feet from the Drakes Bay Wixom Road intersection. This is purely a reconstruction of those 500 feet. He said we will come back to Council at the next meeting for more rehab and maintenance work for the rest of Island Lake.

CM 23-07-090 **Moved by Smith, seconded by Casey; CARRIED UNANIMOUSLY**

Approval of Change Order No. 1 to Cadillac Asphalt, LLC for the reconstruction of the eastern 500-feet of Drakes Bay Drive as part of the 2023 Industrial Roads Rehabilitation program in the amount of $386,927.26.

Roll call vote on CM 23-07-090 **Yeas: Smith, Thomas, Gatt, Staudt, Casey, Crawford, Fischer**
Nays: None

5. Approval to approve the Purchase Agreement for property on the east side of Meadowbrook Road, north of Ten Mile Road, approximately 4.51 acres, Parcel No. 22-24-301-013, in the amount of $295,000, plus closing and other related costs, to amend the budget, and to direct the City Manager and City Attorney to take such action as is required to close on such purchase.

City Manager Cardenas reminded City Council that this will be coming out of a Tree Fund as this property is intended for preservation of the woodlands that are currently located there.

CM 23-07-091 **Moved by Smith, seconded by Casey; CARRIED UNANIMOUSLY**

Approval of the Purchase Agreement for property on the east side of Meadowbrook Road, north of Ten Mile Road, approximately 4.51 acres, Parcel No. 22-24-301-013, in the amount of $295,000, plus closing and other related costs, to amend the budget, and to direct the City Manager and City Attorney to take such action as is required to close on such purchase.

Mayor Pro Tem Staudt commented on one of the mantras we hear all the time is, if we want to protect it, then we should buy it. He said that is exactly what we are doing. He said this is something that we have done to the city quietly over the years. He stated this was a request, honestly by one of the Homeowner associations. He thought this is a perfect example of how the City Council reacts to these situations.

EXCERPT FROM THE CITY COUNCIL MEETING MINUTES MAY 6, 2024

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, MAY 6, 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 24-05-56 **Moved by Casey, seconded by Smith; MOTION CARRIED: 7-0**

To approve the agenda as presented

Roll call vote on CM 24-05-56 **Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer**
Nays: None

PUBLIC HEARINGS:

1. FY 2024-25 Budget and 2024 Millage Rates

The public hearing opened at 7:01 p.m. and closed at 7:02 p.m. with no public comment.

PRESENTATIONS: **None**

CITY MANAGER REPORT:

City Manager Cardenas reminded the Council that this week kicks off Public Services Recognition week and wanted to thank all the women and men that make up the fantastic staff for the City of Novi and that a whole week of activities are planned for them. Mr. Cardenas concluded by asking if Council members come across one of the City's employees, to please share their appreciation for everything they do every day of the week.

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Mr. Khurram Abbas, a resident of Asbury Park, stated his concern about how his neighborhood is impacted by its proximity to the south side of the City West proposal. He was deeply concerned about the rise of dense residential and rental units popping up over the city since May last year. He stated that many concerned Novi residents showed up at the Planning Commission meeting and voiced their concerns in person and email. He felt that it was safe to say the residents of Novi do not look favorably towards City

West as there were concerns about the infrastructure, particularly the roads. One of the members of the Planning Commission commented that the neighborhood's traffic was only due to construction. Mr. Abbas wanted to remind the Planning Commission members that construction in Michigan is the norm and will continue to be as such. He continued that sometimes it takes an exorbitant amount of time just to get out of Novi because of the traffic in the city alone. All the development associated with City West would make it worse than it presently is, and Novi would not be a desirable place to live anymore. Adding dense residential units would also put many more students in the school district, particularly Parkview Elementary. This increase in the student to teacher ratio will jeopardize the quality of the school district. It also takes a toll on the serene woodlands and wetlands around the area. Speaking as a Novi resident, Mr. Abbas feels the best course of action is to vote for the third option and leave the south side of Grand River from the City West proposal to minimize the impact of overdevelopment. Mr. Abbas then spoke as a resident of Asbury Park as well as a member of the HOA and stated that he lives on the south side of the subdivision and represents many homeowners up north whose properties are abutting City West south. He expressed that his neighborhood has one dense residential complex known as Central Park Estates on the northeast side of the subdivision. Recently the Planning Commission approved another apartment complex known as Central Park South which would be located on the east. Although this is not part of the City West proposal, he wanted to point this out because similar developments from the same developer are proposed on the northeast and the northwest side of his subdivision in the form of City West. Many residents showed up at the City Council meeting in July of last year and the City Council at the time sent the proposal back to the drawing board to try and address some of the concerns that residents had. Mr. Abbas expressed his appreciation for the Council and City staff for looking at this and proposing improvements. Unfortunately, he found out about this on Friday, and it didn't give them a lot of time to do a charter review and reach out to the homeowners. In the last City Council meeting, Member Casey mentioned that even a 100-foot setback might not be enough, and she wanted to see if they could accommodate a 200-foot setback. It was noted that the new setback for the parking area now stands at 75 feet instead of the originally proposed 50 feet, but Mr. Abbas did not feel like that is enough. If the City Council wants to proceed with this proposal on the south side of the city, then the Asbury Park homeowners request that the setbacks are increased to ensure that the homeowners in the North of the subdivision are not adversely impacted.

David Landry, 45471 Kimberly Court wanted to address the Council on meeting items four and five for City West. He represents the owners of the property on the southeast corner of Grand River and Beck, the Joanne Ward Trust, that is currently zoned B-3. He urged the City Council to follow the recommendation of the administration and suggested if the Council adopts City West, to exclude the southeast corner when it comes to item five. The whole corner is currently zoned commercial where the southwest corner is a hospital zoned OSC, the northwest corner is the large Home Depot zoned B-2, and the northeast corner is a bank zoned OST. It only makes sense that the entire corner be commercial because that's the way it's been forever and Mr. Landry thinks that is the better way to do it because City West envisions taking properties, buildings right up to the road and increasing height. If you do that, it's going to be a lopsided vision. He further stated that

it is easier to have all three corners as commercial corners. He suggested and urged the City Council that if City West is adopted, when it comes to item five, just apply it to the north side of Grand River and not the south side. He thinks it would solve several concerns. Number one would eliminate the cross-ability issue with pedestrians trying to cross Grand River. Also solved would be the adjacency issues from the folks who live on 11 Mile Road. This would give the City Council much control over how the south side develops. If the Council adopts the ordinance and it works on the north side, then developers on the south side are going to come and ask to rezone their parcels to City West because they want the density and the other benefits. If it comes to the Council within a rezoning request, that gives the Council the authority to decide exactly what is going to happen, the setbacks and things of that nature. Mr. Landry urged the Council not to include the southeast corner but apply it to the north side of Grand River only.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 24-05-57 Moved by Thomas, seconded by Casey; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

A. Approve Minutes of:

April 17, 2024 - Special Meeting

April 22, 2024 - Regular Meeting

B. Adoption of Resolution seeking reimbursement from Oakland County for expenses associated with the City of Novi's annual Mosquito Control Program.

C. Approval of Resolution Amending Annual Assessment for Special Assessment District 108-C Town Center Street Lighting Fund.

D. Approval of Resolution Amending Annual Assessment for Special Assessment District 109-C West Oaks Area Street Lighting Fund.

E. Consideration of approval of Resolution Regarding Second Amendment to Sublease Agreement and Memorandum of Amendment for Ice Arena Wireless Communications Tower.

F. Approval of claims and warrants – Warrant 1155

Roll call vote on CM 24-05-57 **Yeas: Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer, Casey**
Nays: None

3. Consideration to adopt Resolutions Regarding Sunsetting of the Recreation Center Committee, the Municipal Broadband Committee, and the Roads Committee, in accordance with the recommendations of the City Council Rules Committee.

City Manager Cardenas started by saying that this is a direct result of the action and recommendation of the Council Rules Committee and that some of these committees are being absorbed by new committees that were just formed. He followed by saying that this is the procedure to sunset what was previously on the books and actions have already been taken to have some of these committees absorbed into new ones.

Mayor Pro Tem Casey thanked all the committee members who served on these three committees for the time and effort that they put into the work that those committees did.

CM 24-05-60 Moved by Casey, seconded by Thomas: MOTION CARRIED: 7-0

Adoption of Resolutions Regarding Sunsetting of the Recreation Center Committee, the Municipal Broadband Committee, and the Roads Committee, in accordance with the recommendations of the City Council Rules Committee

Roll call vote on CM 24-05-60

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

4. Consideration of Zoning Ordinance Text Amendment 18.296 to establish the new City West zoning district, along with associated ordinance changes to reference the new district, and to amend text related to the EXO District, to reflect an underlying zoning of City West. FIRST READING

City Manager Cardenas conducted a brief presentation outlining where we have been and where we are at this point. He stated that this is theoretically the second first reading as this was brought back to the Council from when it was initially brought up last summer. This is a direct result from the work was developed in the 2016 Master Plan, for the land use update. This is one of three districts with the two others being the Pavilion Shore Village near Walled Lake and what is now Sakura Novi. This is City West which was then recommended in 2016. The City West Ordinance was drafted by the planning staff with input from the City Attorney's office and the Planning Commission Implementation Committee. As shared before, this is the City West area, that is from Beck to Taft Road, north and south. The current zoning is RA, OST Industrial, and EXO. This is all under consideration to be rezoned and to be incorporated into the City West zoning area which is the current zoning for what is currently on the books. Since July 10, 2023, there have been several revisions per the Council's initial input on this matter. For example, the setbacks from single family residential has been revised. No buildings, either residential or non-residential, can be built within 100 feet of a single-family zoning district. It was acknowledged that the heights were a concern. City Manager Cardenas showed a map

that incorporated the sizes of the buildings, setbacks for residential and how determining how large those can be. This map exhibited several buffered areas around the City West District. The first buffer, in green, indicates a 100-foot buffer from single family residential with no buildings permitted within this buffer. The second buffer, in red, indicates a 200-foot buffer from single-residential and a height limited to a maximum 35 feet. The last buffer, in yellow, indicates a 300-foot buffer from single-family residential and a building height limited to 45 feet and buildings are not eligible for bonus height consideration. The City Manager stated that he wanted to provide some similarities of what those heights resemble in terms of recent recommendations or approvals that the Council has considered. Huntley Manor, which is on Grand River just east of City West and closer to Meadowbrook, has buildings at 28 feet and the Gateway Townhomes on the north side of Grand River and west of Meadowbrook Road are at 30 feet. The Griffin Novi Townhomes, which are off Haggerty, have a height of 37 feet and the clubhouse of that facility is at 40 feet. These building heights reflect buildings that are three to four stories, getting into the 40 feet range. The townhomes on Main Street, which is at the southeast corner of Grand River and Novi Road are at around 40 feet. Station Flats, which was denied by City Council is around 55 feet, again at the four-story area, giving a perspective of how tall these buildings are and what is being recommended in terms of how far they are from the current residential zoning. The City Manager gave a reminder that the hotel was removed from the south side of Grand River. He also stated that tons of environmental protections have been implemented and clarified in what was presented before the Council now. Next, indicated on a presentation slide, the horseshoe shaped neighborhood of Asbury Park, giving the perspective of how deep the residential lots are. Next slide looks west to east with the south on the left showing deep lots the farther you go east. The following slide looks west to east from the Beck and Grand River intersection where in the northeast corner, behind the USA to Go and the Starbucks, is where a lot of that north side development would be concentrated and to the east is Central Park Estates and the B-3 section, which was referenced earlier in public comment. City Manager Cardenas called attention to Asbury Park, where industrial currently is and the current industrial zoning only requires a 100-foot setback. The subsequent slide shows the view of a facility north of Asbury Park looking west to east and then an additional image showing an offset to that facility with a setback just over a hundred feet that is close to the property lines in Asbury Park. City Manager Cardenas recapped that as shown earlier, the taller the buildings are, the farther the setbacks are so that we're giving enough space to provide the gap between residential and mixed use as were being proposed. Finally, provided was a slide showing City West uses not allowed under I-1 zoning and uses not permitted in City West. This outlines the differences in uses that are being recommended as amended from the July meeting. Planning staff as well as Mr. Schultz were available to answer questions.

Mayor Fischer clarified that item four is to create the ordinance to establish the district and item five is to discuss whether to rezone the north side, the south side and/or both.

Member Staudt requested clarification that the recommended action is the approval of the zoning map and at the end of that, an option is required. City Attorney Schultz

clarified that at the end of creating the ordinance, one of the options will need to be picked.

Member Staudt stated that this had been a long process and that he still had concerns and questions but since the opportunities that the City Council would have to hear about projects as they come up and have some input made him feel better. He continued to say that he had spent many years listening to Mayor Landry and that his comments convinced him that the direction to go is to stay with just the north side and at some future point revisit the south side.

CM 24-05-61 Moved by Staudt, seconded by Fischer: MOTION CARRIED: 7-0

Approval of Zoning Ordinance Text Amendment 18.296 in order to establish the City West zoning district, along with associated ordinance changes to reference the new district, and to amend text related to the EXO District, to reflect an underlying zoning of City West, as described in option 2, subject to any modifications as determined necessary by the City Manager and City Attorney's office before consideration of Second Reading, for the reasons provided below. FIRST READING

Mayor Pro Tem Casey thanked staff for the work it took to create a memo that tried to educate and clarify. Mayor Pro Tem Casey stated it took a lot of time to make the memo clear for everybody reading it and commended staff for hearing the feedback the City Council related to in as much care and protection that could be put into the environment. Much in the memo was highlighted in yellow for the Council to pay attention to and for what was being recommended and even with additional environmental protection of the woodlands and wetlands, there would be a bonus height. It was a creative way to look at trying to protect the environment. Some clarification was needed regarding parking and what is the setback required since the intent is that buildings are going to be as close to Grand River as possible, making the parking in the rear of buildings in some or many cases. Ms. Bell stated the setback is 75 feet and that it requires either a berm or wall to provide an additional buffer for the shielding of headlights. Mayor Pro Tem Casey asked if it was possible to extend the setback to a hundred feet and Ms. Bell stated that it was. It was then requested that it be considered that a hundred feet pretty solid between residential for both parking and buildings and then as the building height increases, the setback will also increase. It was asked of Ms. Bell to talk about what the requirements are for a berm and reiterated that it is only for the south side for now. Ms. Bell stated that the landscaping ordinance deals with buffering between single family and multiple family districts and other types of districts like the industrial district adjacent to residential and that there are all kinds of different standards for berm heights but that is already in the ordinance but believed that a few more notes about landscaping had been added that address greenbelts and some of the additional landscaping requirements that are specific to this district. Mayor Pro Tem Casey noted that generally one should expect that there will be strong buffering between the residential and whatever is going to be in the City West on the south side.

Ms. Bell followed by saying that we still want to be careful about the natural features that are already existing so like what has been done in the Town Center district where it's more permissive for walls and things like that which provide screening instead of a berm which require tree clearing and grading and can take up a lot of area that could be saved for wetlands and woodlands. The Mayor Pro Tem Casey thanked Ms. Bell for predicting that she would inquire about that as it is the intent to protect as much that can be within ordinances and laws so that there is flexibility for wetlands and woodlands to stay and not be torn down to build a berm. The next question asked by the Mayor Pro Tem related to Grand River and stated that during a conversation last June, she was firm in wanting to have significant conversations with the Road Commission for Oakland County and have a strong in-depth understanding of knowing what choices the County could agree to and then the Council could determine which of those choices makes sense based on how things lay out. It was requested that Ms. Bell address what conversations have been with the RCOC from the perspective of how Grand River might need to be reformed in that district. Ms. Bell said there haven't been many detailed conversations with the ROCC yet but had asked them about options for a pedestrian crossing, like a bridge, and that they were open to that. Ms. Bell thinks if this moves forward and the district is established, then the ROCC would have more substantial information. Mayor Pro Tem Casey wanted to note that it is something she is still focused on and hopes that the newly formed Mobility Committee will continue to ask questions and keep an eye on how those conversations are going. The third question asked by Mayor Pro Tem Casey was, what role does the City Council have in approving developments in City West, both north and south, assuming the ordinance passes first reading? Does it come early like seen in the PRO or in total? Ms. Bell responded by saying that at the baseline level of development, she is sure they've left that with the Planning Commission as a standard site plan development project and for the MDO option, they would need to come to City Council after a public hearing at the Planning Commission which is more like a PRO kind of process but it doesn't involve rezoning its projects that are of mixed use or a stand-alone residential project because the residential can only be done if it's under the mixed use development option as that would come to the Council as a site plan approval if the land was already zoned City West.

Member Smith commented that overall, he thinks it looks good and will make that area of Novi improve a lot. He remembers when he was driving through Novi before he lived here, going down Grand River. Member Smith stated that he is glad to hear that a pedestrian bridge over Grand River would be considered and that his vision for something like this would be something like the brew pub that just opened on the north side of Grand River and people in Asbury Park can walk to it instead of getting in their car. He also stated that he is glad that there will be a chance to talk more about what gets into the south side. He said option 2 is appropriate so people south of there are not adversely impacted. Member Smith then asked Ms. Bell if there is bonus height for a building, say going from two to three stories and maintaining the same footprint, capacity has increased by 50%. What happens with parking? If a building gets a bonus floor for preserving green space, is that lost because a bigger parking lot is needed? Ms. Bell responded by saying that we'd need to look at section five of the ordinance, to see what parking was required but usually with additional square footage comes the additional

need for parking. She continued by saying that some of it would be needed unless there was some kind of structured parking or underground parking but for the most part there is going to be additional parking but that there is some flexibility. With a mix of uses, if you can show that those uses would have different demand patterns, a parking study analysis could be done to show how parking could be shared, to bring down the required parking numbers.

Member Thomas reiterated that she appreciated the amount of work that Planning did, and that they listened to what the Council was saying. She stated that the idea is to build a vibrant, walkable area that is of mixed use. Member Thomas asked what if all of the development proposals were for housing. Ms. Bell answered no, to do housing it has to be at the mixed development level and that is not a principal permitted use in the text that has been written so it can only come under the mixed-use development option which automatically comes to the City Council.

Member Heintz then asked if the current direction is option two, rezoning only the north side at this time, did it mean that there was a timeline that would be in place before the Council needed to decide about the south side? Ms. Bell answered no. City Attorney Schultz said the text would be there for if and when people came in to take advantage of the map amendment. Member Heintz stated that overall, it seems like a great option to start with the north side and that talking with residents in the area, being mindful of green space, woodland and wetlands, the Council wants to be careful when planning the south side.

Member Gurumurthy thanked the Planning staff for all their work based on feedback that was provided last year for the updates, especially with district requirements between the north and south side. She noticed that the natural resources and features were put as a separate line item when looking at the MDO. She continued with wanting to keep a focus on the pedestrians and bicyclists and that when looking at the active mobility plan, there were detailed study and analysis that were done regarding signage, guard rails, bike lanes, street lighting and even a high visibility crosswalk crossing. Member Gurumurthy would like to include integration of pedestrian and bicycle safety measures outlined in the active mobility plan, so this is looked at as one of the focused criteria in the MDOs. She commented that she is also supportive of the north side and then waiting on the south side.

Mayor Fischer thanked the entire planning team for all the information as it was laid out from last year, previous memos and this entire packet and that they did an amazing job in laying it out in a way that is easy to read the maps with the setbacks, showing what is being done to make sure that the higher buildings are pushed away from existing residential. He thanked City Manager Cardenas for communicating throughout and giving ample time to consider all this information. The mayor addressed the building heights and bonus floors with the understanding that to get bonus floors above the maximum five floors allowed on the north side, a bonus floor can be added by adding 15% workforce housing, providing LEED certification, having underground parking. He thinks those are the types of things that need to be considered not just in the City West

ordinance but even in other development ordinances. He further commented that he would like to give potentially two bonus floors for a platinum LEED certification and would like to see the Councill be more flexible on how many floors would be bonus floors in the second reading. The mayor stated that he came into this expecting to support option one and thinks that if we go through and we have an ordinance on the books and a district on the book that explicitly calls out different sections in the city, to not do the rezoning all at once is kind of piecemeal and sets up for a situation where the city will have I-1 use next to City West use next to I-1 use. He implored his colleagues to think about what that means and gave the example of an auto repair shop or manufacturing shop coming in and there is nothing that could be done if the area has not been rezoned from I-1. Mayor Fischer further stated that if the corridor is to be cohesive, that he strongly thinks the Council should consider doing both rezonings.

Member Staudt asked if the B-3 located at the corner could be excluded in this ordinance because it is carrying forward all the things in the ordinance that are both south and north side. City Attorney Schultz answered yes, and that the way option one is written the Council would be adopting the text right now and that does not have anything to do with B-3 as the matching option one for the next agenda item on the map does exclude the B-3. Member Staudt confirmed that since option two has already been picked, then the next item must also be option two as they are a matched pair. Member Staudt asked if in the language of the ordinance, could the B-3 property be excluded at this point. City Attorney Schultz stated that it's not in the language of ordinance at this point and for the next item, only option two can be picked and that would only do the north side so B-3 on the south side wouldn't get rezoned. City Attorney Schultz followed by saying that if option one had been chosen now, then option one could be chosen for the next item and that would allow the B-3 parcel to be excluded.

Roll call vote on CM 24-05-61 **Yeas: Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith. Staudt**
Nays: None

5. Consideration of Zoning Map Amendment 18.741 to rezone up to approximately 250 acres of property located north and south of Grand River Avenue, east of Beck Road and west of Taft Road, from Light Industrial, Residential Acreage, Office Service and Office Service Technology to City West District. FIRST READING

City Manager Cardenas started by stating that this item is the map portion of which the text portion was just discussed and the corresponding motion for the map would lead to option two.

CM 24-05-62 Moved by Staudt, seconded by Casey: MOTION CARRIED: 7-0

Approval of Zoning Map Amendment 18.741 to rezone up to approximately 250 acres of property located north and south of Grand River Avenue, east of Beck Road and west of Taft Road, from I-1 Light Industrial, RA Residential Acreage, OS-1 Office Service, and

OST Office Service Technology (excluding the B-3, General Business properties at the southeast corner of Beck and Grand River Avenue), to CW City West District AS DESCRIBED IN OPTION 2 for the reasons provided below. FIRST READING

Option 2: Rezone only the north side of Grand River Avenue between Beck Road and Taft Road at this time consisting of approximately 144 acres of land to the City West District. This option would leave the potential for the south side to be rezoned at some point in the future without having to fully amend the draft City West zoning ordinance. In the meantime, the south side of Grand River Avenue would remain zoned primarily Light Industrial, and any new development proposed would need to meet the I-1, Light Industrial District standards (or RA or B-3, in the case of two properties near the southeast corner of Grand River and Beck). This would also leave open the option for a developer to request a rezoning of the land on the south side of Grand River to City West if that district is needed to support a particular development.

Mayor Pro Tem Casey inquired if the Council is making the zoning map change the minute the vote happens, assuming it passes, or is it tied to when the second reading for the ordinance is approved? City Attorney Schultz replied that they are tied together. Mayor Pro Tem Casey stated to be clear, that based on previous conversations, the language in what's in option two clearly says that the south side will remain as is, zoned light industrial, RA or B-3, as in the case of the two properties, and that hopefully alleviates the concern raised moments ago.

Mayor Fischer reiterated that he thought option one is the more appropriate option and again, if the Council thinks it's the right zoning, it should be moved to the south side. With that being said, he does agree with the audience comment participant who said that the B-3 should be left as is but would implore that we move to the south side sooner rather than later to make sure that some of those uses just outlined in I-1 do not end up there to our detriment.

Roll call vote on CM 24-05-62 **Yeas: Fischer, Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas,**
Nays: None

6. Approval of Resolution for 2024 Millage Rates

City Manager Cardenas commented that this is the final step in the budget process and that there had been consideration with the budget sessions, the public hearing that was earlier tonight and now is the formal resolution to adopt the millage rates. He continued to say that nothing has changed in the last two years for millage rates, no increase in taxes, so this is the annual procedure that is required by this date and the Budget Act.

CM 24-05-63 Moved by Smith, seconded by Gurumurthy: MOTION CARRIED: 7-0

Approval of Resolution for 2024 Millage Rates

Roll call vote on CM 24-05-63 **Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer**
Nays: None

7. Approval of Resolution for Fiscal-Year 2024-2025 Budget and Acknowledging the Multi-Year Budget, Including Projections of Future Fiscal-Years 2025-2026 and 2026-2027.

City Manager Cardenas said this was the final step in the process in adopting the resolution for next year's fiscal budget that has been considered, proposed and presented to the Council and even though future years are being acknowledged, next year's budget is what is being approved.

CM 24-05-64 Moved by Smith, seconded by Casey: MOTION CARRIED: 7-0

Approval of Resolution for Fiscal-Year 2024-2025 Budget and Acknowledging the Multi- Year Budget, Including Projects of Future Fiscal-Years 20252026 and 2026-2027.

Roll call vote on CM 24-05-64 **Yeas: Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer, Casey**
Nays: None

8. Consideration of recommendation from the Older Adults Needs Committee to support funding for free transportation within the PEX service area for all riders 55+ and all residents experiencing a limiting disability who are unable to drive.

City Manager Cardenas noted that this is a reaction to the decision made at the last meeting when the Older Adults Needs Committee came and clarified a recommendation to City Council, which is expanding the fee list rate and ridership for everyone over 55 and all residents experiencing limited disability.

Mayor Pro Tem Casey acknowledged the recommendation coming from the Older Needs Committee and appreciates the conversation with the Council. The recommendation is to expand their initial decision from the last meeting.

CM 24-05-65 Moved by Casey, seconded by Smith: MOTION CARRIED: 7-0

Approval of recommendation from the Older Adults Needs Committee to support funding for free transportation within the PEX service area for all riders 55+ and all residents experiencing a limiting disability who are unable to drive.

Member Heintz requested clarification on what the goal is, to help older adults with potentially some of which would be in financial need or just providing a free service to everyone that is 55 and up. Member Heintz further said he was all about trying to provide services and resources to the residents but thought it is important to ask if there is a need for an entire group or basically try to provide assistance if there is a financial need and wondered if there was a way to assess if there is a higher proportion of individuals that have financial need compared to individuals that are less than 55. City Manager Cardenas stated that the City has not been tracking the usage of anyone 55 and over without disabilities and it has not been tracked for years because it has been free. He further stated that there is some data with respect to people that have used the service that require some kind of a device, either a wheelchair or scooter, but that does not really take into account everyone without a disability. He continued to say that there has been no financial impact in terms of our population that needs financial support so unfortunately there has not been time to crunch or gather some kind of assembly of knowledge to present with confidence of the absolute need. Member Heintz did a quick Google search which indicated the over 65 group had a higher mean income in Novi compared to the under 25 so if the City is providing a free service for those individuals that are above a certain age, then he thinks it is important for the Council to consider what the goal was. Member Heintz closed by saying that the Council should consider a further discussion later to see if the right goals are being met.

Member Thomas commented that some things that she considered when working with older adults is who needs the free rides, and her thought process is that people who cannot drive themselves, and that we want to make sure that our older adults, our citizens, can get to their doctor's appointments. Member Thomas then spoke about her personal experience with her mother who needed to get dialysis and the difficulties of getting her mother, who has a scooter, back and forth. She also said that when a person is retired, their income typically drops and that is a concern, so when she is looking at this it is important to make sure that everyone who needs medical care gets the care, if people cannot get themselves around, we make sure they get themselves around, or if people cannot drive or maybe should not be driving, they can get help. Member Thomas said she thinks a lot of 55 years olds would not want to be called seniors, but she would rather overshoot than miss people who need help.

Member Staudt noted that it was disappointing the last time Council voted on this, taking services that were being provided by the city and adding a cost to them, so he is pleased this is being addressed again. He stated that as long as he has been serving, there has been a city run senior transportation system that has been well managed and provided a service long before many communities were, allowing people to go to City Hall, the library, to vote and do things that were critical to their life, at no cost. He is pleased that the City is going to continue to provide that service to our seniors and those who are disabled at no cost.

Member Gurumurthy commented that she had been talking to different diverse community members, especially in this age group, and her understanding is the main use

of this transportation is mainly for medical purposes. She stated she was happy about this because it matches with the current City of Novi transportation.

Member Smith then mentioned that he thinks this is a good start but thinks the Council should look at people who are younger and either cannot or should not be driving. He further stated that he thinks it is a great platform for the new Mobility Committee and hopefully that gets looked at.

Mayor Fischer said that he was happy to have this back before the council and appreciates the Older Adults Needs Committee taking another look. He added that a promise was made years ago to people 55 plus to provide this service at no cost and just because changes are made to who is driving, who is providing the service, the free service should not be taken away. He said that he thought the Council sounded like they were going to get behind continuing this for our seniors and he thinks that is a great accomplishment for them to all be proud of. He further stated that as the Council gets more information on ridership, they can discuss looking at under 55 on an income needs basis or hardship where they can apply for a subsidy through the city. The mayor would like to see the program start on July 1st with PEX and would like to get data on who is using it and have a further discussion if they discover people who are missing out on rides because of a hardship with their income. The mayor commented that based on current ridership, extended hours, and expanded rout area he expected an increase in costs and confirmed with City Manager Cardenas what the budget is for senior transit and if he was comfortable with the increase since it would be contained within the budget and the City Manager replied yes.

Member Smith requested clarification that the motion included within the PEX boundaries was free rides in which Mayor Fischer stated that was correct.

Roll call vote on CM 24-05-65 **Yeas: Heintz, Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy**
Nays: None

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT:

Khurram Abbas of Asbury Park thanked the Council as well as City staff for the discussions about City West, including staff that had reached out to talk to the residents and to those who came and looked at the actual area. Mr. Abbas stated that the proposed amendment to change the parking setback from 50 feet to 75 feet was better but expressed concern about what would happen to those residential protections under option two. Mr. Abbas commented that he was in favor of light industrial and that if Council spoke to the houses up north, they would hear that industrial is the best use over there. Mr. Abbas noted that he thought option two is better than option one with the understanding that the proposed protections stay in the literature. Aside from City West, Mr. Abbas, being in telecommunications, wanted to propose that the broadband

committee be reformed since there is only one broadband provider where he lives and feels there are dismal options. Mayor Fischer asked that the City Manager follow up with Mr. Abbas regarding the ramifications of the discussion and the new utilities committee to subside any broadband questions.

COMMITTEE REPORTS:

1. Older Adult Needs Committee

Mayor Pro Tem Casey noted that the committee met last week, and they did look at a couple of major sections in the final report. The next meeting is on May 20th.

2. Ordinance Review Committee

Mayor Fischer stated that the committee did meet this evening to talk about a couple of different items including a potential fireworks ordinance. Also discussed was the overlay option that Mayor Pro Tem Casey referred to the committee.

3. PRCS Grant Citizen Advisory Committee

Member Thomas stated that the committee met a couple of weeks ago to discuss the possibility of adding improvements to Lakeshore Park and possibly coming up with a proposal to pursue grant money.

4. Consultant Review Committee

Member Staudt stated that the committee met this evening and discussed moving forward on projects related to public safety and talked about potential owner representatives and what the next steps are. The committee will also meet again soon to talk about a potential RFQ as well as the prosecutor's contract and making amendments to that.

MAYOR AND COUNCIL ISSUES: None

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:15 P.M.

_____
Cortney Hanson, City Clerk

_____
Justin Fischer, Mayor

_____
Transcribed by Becky Dockery,
Account Clerk

Date approved: May 20, 2024

EXCERPT FROM THE
PLANNING COMMISSION
MEETING MINUTES
OCTOBER 16, 2024

guidelines and standards to enforce, and then make a motion to do that.

Seeing no one else, Chair Pehrson requested Member Lynch read the correspondence received on the matter. There were two objections received, one from Randy Blackman, 43479 McLean Court, and one from Phillip Galecki, 43515 McLean Court.

Chair Pehrson closed the public hearing and turned the matter over to the Planning Commission for consideration.

Member Lynch stated his comments have not changed.

Member Becker had no further comment.

Member Verma had no further comment.

Member Roney had no further comment.

Member Avdoulos stated that in looking at the information shown for each of the plans in the packet the footprint of the residence, the drive, and the area of landscaping is basically 50 percent of the lot, so at least 50 percent of the lot must be cleared in order to build the home. A lot of the trees must be removed to excavate, to build the house, and create landscaping. The Commissioners review all this information and consider many factors. A tree list has been provided which identifies whether trees are good or need to be removed. The Commissioners do have the information at hand to seriously take a look at each one of the properties.

Motion to approve Woodland Use Permit PBR24-0095 for the removal of 23 regulated woodland trees at 22683 Novi Road made by Member Avdoulos and seconded by Member Lynch.

> **Motion to approve Woodland Use Permit, PBR24-0095, for the removal of twenty-three (23) regulated woodland trees within an area mapped as City Regulated Woodland at 22683 Novi Road to build a single-family home. The approval is subject to on-site planting to the extent possible of forty-three (43) required woodland replacement credits. If necessary, any outstanding credits may be paid into the City's Tree Fund. In addition, any other conditions in the Woodland Consultant's review letter shall be addressed.**

ROLL CALL VOTE ON MOTION TO APPROVE WOODLAND USE PERMIT PBR24-0095 FOR THE REMOVAL OF 23 REGULATED WOODLAND TREES AT 22683 NOVI ROAD MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH. *Motion carried 6-0.*

4. **CITY WEST ZONING MAP AMENDMENT 18.747**
   Public hearing and Planning Commission's recommendation to City Council regarding the staff-initiated request to rezone property in Section 16, located east of Beck Road, west of Taft Road on the south side of Grand River Avenue from Office Service, Residential Acreage, and Light Industrial to City West. The subject properties total approximately 106.76 acres.

Senior Planner Lindsay Bell stated City staff previously initiated the rezoning of the 250-acre area between Beck Road and Taft Road, both north and south of Grand River Avenue. The subject properties north of Grand River Avenue were successfully rezoned by City Council on May 20, 2024, but the area south of Grand River Avenue was not rezoned at that time.

Based on a request from Mayor Fischer, staff were asked to bring back for reconsideration the southern area, which totals approximately 107 acres. The subject area is proposed to be zoned CW - City West, a new district that was recommended in the 2016 Master Plan Update and adopted by City Council in May. As indicated on the map, some of the parcels to be rezoned are currently developed with Light Industrial uses and office buildings. Staff is requesting the rezoning to bring all parcels within a single zoning district consistent with the Master Plan recommendation to create a cohesive, walkable, mixed-use district.

The adopted City West Zoning Ordinance and Design Guide (included in the Planning Commission packet and available online) would not need to be amended; the Council's approval of the CW ordinance left open the possibility that the south side of Grand River could be rezoned in the future. The southeast corner of Grand River Avenue and Beck Road is excluded from the request, as the property owner had previously requested that the existing B-3, General Business zoning be maintained. Otherwise, the suggested area for rezoning is the area fronting on the south of Grand River between Beck Road and Taft Road.

The north side of Grand River is now zoned City West. The Suburban Center Showplace is also covered by the Exposition Overlay district. The area to the south of Grand River is primarily zoned I-1 Light Industrial, except for the area that abuts Beck Road, which is zoned for RA Residential Acreage and OS-1 Office Service.

The area to the south is primarily One Family Residential districts, with Central Park Estates zoned Low Rise Multiple Family, and a salon zoned Office Service. East of Taft Road is zoned Light Industrial. West of Beck Road is zoned Office Service Commercial (Ascension Providence Hospital campus).

The 2016 Master Plan Update recommended the creation of a cohesive district that supports long-term vitality and projects a sense of place. City West was described as a dense, walkable, unified district featuring a mix of arts, entertainment, retail, restaurant, hotel, convention/exposition, office and residential uses. While the boundaries for the south side only extended halfway between Beck and Taft, during the process the Implementation Committee recommended the full length of the south side of Grand River be rezoned.

The City's mapping portal shows that there are regulated wetland and woodland areas throughout the subject area. The actual location of any woodlands and wetlands will need to be field verified by applicants with the submittal of any site plan for the parcels. Any proposed impacts to these natural features will be reviewed and discussed during the site plan submittal for any project on the property and follow the typical standards for review and approval according to the City's ordinances, including Wetland and Woodland permitting. Throughout the City West text, there is an emphasis on protecting the existing natural features woodland and wetlands in the district.

The City West area provides an opportunity to expand the housing choices available for young professionals, empty nesters, and other residents who prioritize a more urban, walkable community, easy access to the highway and destinations within Novi, and entertainment opportunities. Grand River Avenue is a major corridor with greater road capacity than many areas of the city. SMART has recently established bus service along the Grand River corridor through Novi and into Wixom. There are a couple of stops within the City West area, which makes the creation of the district very timely to enable the establishment of transit-oriented development.

City West is also an opportunity to showcase Novi as an area of interest to the thousands of visitors to the Suburban Showplace and Ascension Hospital each year. Visitors to events at the Showplace could take advantage of nearby restaurants, hotels, and shopping without having to get in a car. Similarly greater housing options may appeal to employees of the hospital who could walk or bike to work.

The ordinance includes an optional Mixed-Use Development Option (MDO), which permits a wider range of uses and higher-intensity development to encourage the creation of a dynamic mix of compatible uses. While the MDO provides greater flexibility in parking and landscaping, as well as setbacks and building height to allow a more urban form of development, projects will still be subject to other applicable codes and regulations of the City, including stormwater detention standards, façade, and landscape requirements, as well as lighting and noise ordinances.

Residential uses can be developed under the MDO, either as a stand-alone use under certain circumstances or as part of a mixed-use project. The granting of a Mixed-Use Development Option application requires review and recommendation by the Planning Commission and approval of the City Council. The MDO process is similar to the approval process for the Planned Development Options, with

City Council discretion over deviations.

The adopted Ordinance has a maximum height of 2 stories south of Grand River under the baseline option. For MDO projects, the height limit is increased to 3 stories, or up to 4 stories if bonus height conditions are met and it is further than 300 feet from the residential area to the south. City Council would need to approve the increase in height for each project proposed. Adjacent to single-family residential zones, additional restrictions would control building heights, with a maximum of 35 feet permitted within 200 feet of single-family districts, and a maximum of 45 feet between 200-300 feet of such districts. Within 300 feet of Single-Family buildings are not eligible for bonus height approval.

As with the existing I-1 Zoning, City West requires a minimum building setback of 100 feet from single family residential districts. The parking setback is 75 feet and would be required to be screened with a 5-foot wall or landscaped berm.

Existing standards for screening berms/buffers also apply to new multifamily and commercial buildings when adjacent to a residential use. The presence of regulated natural features will also provide a buffer between the districts.

Development in this district is to be designed to ensure development is cohesive and walkable. Buildings are meant to front on internal street networks rather than Grand River to create a more pedestrian-friendly environment. Shared off-street parking facilities are encouraged, as is structured parking. Development projects are required to provide public plazas and open spaces for gathering. City West is meant to have sidewalks and pathways throughout the district, providing connections to the City's non-motorized network.

Property owners south of Grand River in the City West area, both of vacant land and currently developed property, have expressed an interest in and support of the ordinance amendment. Some property owners have introduced concepts for projects that could align with the intent of the City West ordinance. Current businesses such as Gatsby's, Paradise Park, and Total Sports Novi have found the text amendment appealing due to the flexibility it offers for those businesses moving forward.

Staff recommends approval of the proposed Zoning Map Amendment for the reasons presented. Tonight, the Planning Commission is asked to hold the public hearing and make a recommendation to City Council on the rezoning of property south of Grand River Avenue, as shown in the map, to the City West District. Staff is happy to answer any questions.

Chair Pehrson opened the public hearing and invited members of the audience who wished to speak to approach the podium.

Khurram Abbas, 26508 Mandalay Court, stated he is a resident of Asbury Park subdivision and has been a Novi resident for over a decade. He is here to speak on behalf of the Asbury Park HOA Board of Directors. The north side of the subdivision touches what's being termed as the south side of City West. Many Asbury Park and other Novi residents have expressed their concerns, both in person and through letters, with last year's overall City West rezoning proposal for both the north and the south sides with concerns ranging from large unsightly buildings, noise, woodland/woodland eradication, and lack of infrastructure including roads, schools, and general facilities to handle more dense residential housing in this area.

The Planning Commission at the time still decided to unanimously recommend the rezoning for approval to the City Council. However, the City Council at that time was more receptive to residents' concerns and only passed the rezoning pertaining to the north side of City West, with the possibility of reconsidering the south side later. Mr. Abbas recently found out that the mayor requested the Planning Commission to consider the south side at this time. He fails to understand why it was not addressed at one time, and why did they need to wait four months, it kind of breaks up the momentum.

At the time of the City Council meeting, City staff had made some changes to the ordinance steps to provide more protection to the south side for the residents. Mr. Abbas believes staff just mentioned the parking set back was increased to 75 feet. He appreciates staff working with residents and addressing

concerns. There has been a lot of engagement and good interactions with the City Council on this, but we will definitely request that the parking setback be increased to 100 feet.

This seems like a project that has had a lot of consideration, and a lot of input from folks. The residents certainly don't like it, but based on what happened on the north side, this is probably going to happen, Mr. Abbas would appreciate it if the City staff, City Council, and Planning Commission continue to work with residents and make sure that the residents on the south are given a little more protection than what's being offered in this plan today.

James Frankfurth stated he owns the property at 46401 Grand River, 46409 Grand River, and 46411 Grand River. When he received the public hearing notice about the rezoning, he had to think about it for a while. He is in favor because he knows the City has wanted to develop more of a downtown area, primarily the shopping center area on the corner of Novi Road and Grand River. Having business there, he has watched the foot traffic improve over the years, there are more and more bicycles, more and more walkers, and people walking dogs.

Mr. Frankfurth has tried to keep the lawn mowed around there every couple of weeks and he sees deer there all the time. There is designated wetland on the property to the east of his though he is not highly impacted by the wetland area.

Mr. Frankfurt would welcome the City to go ahead and link the west side of the town to the downtown area near Novi Road and Grand River. The SMART buses are running up and down that corridor, and there are young professional people at the medical centers and the hospital. If there are townhouses, condominiums, or apartment buildings along there, that housing is going to be occupied shortly. It's a win, win situation. He has been approached by somebody who wanted to put a five-story hotel on his property. He did not take the offer on the property at the time because he'd rather see residential housing there, along with the business use mix. He thinks the rezoning is long overdue. He has accepted an offer on his property now and it is attached to other adjacent property which may generate property taxes of $35-50 million.

Seeing no one else, Chair Pehrson requested Member Lynch read the correspondence received on the matter. There were eleven responses received, eight in favor and three opposed.

Chair Pehrson closed the public hearing and turned the matter over to the Planning Commission for consideration.

Member Lynch recalled his concern from when this was before the Planning Commission prior was the buffer to the residential area. Looking at the buffer, there is a baseline of 100 feet. If a building height goes to 35 feet, the buffer zone is increased to 200 feet, and if a building goes to 45 feet or three stories, the buffer zone increases to 300 feet or the size of a football field. Member Lynch appreciates his comments and the comments of the homeowners being taken into consideration. A recommendation for staff and City Council to consider is to make the 100-foot area a conservation easement. It would not cost anything. If we have to adjust, the conservation easement could be moved.

Member Lynch thinks the area is going to look wonderful. There are still some issues to overcome with traffic and infrastructure (water pressure), but from the City long term strategic standpoint it makes sense. The mixed use is intriguing.

Member Becker stated that almost the entire part of the City West subject property has been zoned I-1 Light Industrial, which means any of the properties there could have been zoned into an industrial type of development. He likes the fact that at some point down the road this will get rid of the random helter skelter look of the various buildings and unify the area into something that is planned. It will complement the development on the north side of Grand River. It will be a tremendous advantage for Novi to have this image and to have a well-reimagined development on the south side of Grand River rather than having various industrial projects with no common sense to it. Member Becker is in support.

Member Verma inquired whether there will be only residential permitted or if there will be any hotels

permitted on the south side of Grand River. Senior Planner Bell responded that before City Council adopted the City West amendment, they wanted to remove the option to build hotels on the south side of Grand River. No hotels will be permitted on the south side, there are a variety of other mixed uses, such as offices, daycare, financial institutions, retail instruction centers, businesses, schools, along with other uses that could be developed there as well as residential housing. Hotels are permitted to be developed on the north side of Grand River.

Member Roney stated he likes the proposal for rezoning. A lot of great work went into this. It looks like it's a great opportunity for developers to do something really nice in the City. Of course we need to attract them, and by setting up the foundation here, hopefully we will.

Member Avdoulos stated he is in favor of the City West rezoning. He was on the Implementation Committee when City West was introduced; a lot of consideration went into creating some activity for the area. As Member Becker mentioned, it currently is a hodgepodge or random with a lot of different things going on. The City West zoning will allow some cohesiveness in the area. A lot of consideration was put forward related to the residents and the residential area abutting along the south border shared with them related to buffer zones and building height permitted.

Members of the Committee and staff from the City went to visit other cities to see what was going on in those different locations and take a look at the precedent set, so as not to reinvent the wheel but learn from others. This is a great opportunity to allow the existing businesses also to be successful. Member Avdoulos is very proud of the fact that Novi really supports its businesses and its community. If we can get some residential in this area to provide apartment living or condo living that would be great not only for young professionals, but also for empty nesters and for anybody really who wants to be a part of this City.

Motion to recommend approval to City Council to rezone the subject property to City West made by Member Avdoulos and seconded by Member Lynch.

In the matter of Zoning Map Amendment 18.747, motion to recommend approval to City Council to rezone the subject property from OS-1 (Office Service), RA (Residential Acreage), and I-1 (Light Industrial) to CW (City West) for the following reasons:

- ***a.*** **The 2016 Master Plan for Land Use recommended the creation and adoption of a new zoning district for this area of the City in order to foster redevelopment of underutilized parcels, and to create a vibrant, walkable, mixed-use district.**
- ***b.*** **The Master Plan for Land Use objective to foster a favorable business climate is fulfilled by allowing more flexible development standards for a unique area of the City.**
- ***c.*** **The Master Plan for Land Use objective to support and strengthen existing businesses and attract new businesses is fulfilled by allowing existing businesses to expand and creating new development opportunities in a mixed-use setting.**
- ***d.*** **The Master Plan for Land Use objective to provide a wide range of housing options is supported as the new district allows residential use in a mixed-use setting.**
- ***e.*** **The Master Plan for Land Use objective to develop the City West/Grand River and Beck area in a manner that supports and complements neighboring areas through the use of setback and height restrictions to provide buffers to single family districts.**
- ***f.*** **It provides an opportunity for long-standing businesses to remain at their current location.**

ROLL CALL VOTE ON MOTION TO RECOMMEND APPROVAL TO CITY COUNCIL TO REZONE THE SUBJECT PROPERTY TO CITY WEST MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH. *Motion carried 6-0.*

5. **JZ24-32 FELDMAN KIA PRO PLAN WITH REZONING 18.746**

   Public hearing at the request of Feldman Automotive for initial submittal and eligibility discussion for a Zoning Map Amendment from Non-Center Commercial (NCC) to General Business (B-3) with a Planned Rezoning Overlay. The subject site is approximately 4.88-acres and is located west of Joseph Drive, south of Grand River Avenue (Section 24). The applicant is proposing to develop an automotive dealership with outdoor vehicle inventory, which is not a permitted use in the NCC District.

Senior Planner Bell stated the petitioner is requesting a Planning Rezoning Overlay for two parcels located

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, OCTOBER 28, 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 24-10-136 Moved by Casey, seconded by Thomas; MOTION CARRIED: 7-0

To approve the agenda as presented.

Roll call vote on CM 24-10-136 **Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer**
Nays: None

PUBLIC HEARINGS:

1. Consideration of the extension of a Commercial Rehabilitation Exemption Certificate for Sakura Novi LLC - a Michigan Limited Liability Company and Sakura Novi Residential LLC – a Michigan Limited Liability Company

No public comment.

PRESENTATIONS:

Road Program Construction Coordination - Jeff Herczeg, Director of Public Works – The agencies that are operating in Novi are Novi City staff & consultants, Road Commission for Oakland County (RCOC) and Michigan Department of Transportation Oakland TSC (MDOT). RCOC's jurisdiction resided over all even mile roads, border roads, Novi south of 12 Mile and Grand River. The MDOT jurisdiction is 96, 696, M5, 275 et cetera. All the projects going on the rest of the major roads are under Novi's jurisdiction except for the piece call the Forest District in Wayne County who is responsible for Eight Mile Road from Center to Haggerty. City staff attends coordination meetings with RCOC (biennial), MDOT (spring and fall) and with the Oakland County Federal Aid Committee (quarterly). They meet with the RCOC to discuss priorities, current projects, projects in the queue, et cetera. Meetings with MDOT, they discuss projects that directly impart the community like the Flex Route on 96. The most germane to Novi is the Oakland County Federal Aid Committee. That is the City Village Townships of Oakland County Committee where basically the federal funding is funneled down from. There's a pot of federal money that comes down to that committee where there's about $7 or $8 million left over that communities vie for in a diplomatic process. He represents Novi as one of the seven large communities. Why is that important? That's where the money comes down from and how it's managed.

What they'll do is put in a project that they think will score high enough for the committee to consider. They'll get funded and then look at the scope and sometimes that will get expanded because now the funding has been leveraged. It does require fiscal year obligation which is why RCOC or MDOT may have overlapping projects in the queue. Not all projects start when they're supposed to, that has caused more overlap as well. Adding all the projects that are going on means resources and labor are stretched. It means prices go up. While a lot of projects are being built, the profit margins for most contractors are not great. There's always a way to find money to do projects. We'll see projects continue to happen whether it's from the state or federal level but to a lesser degree over the next few years. There are other agencies involved like the Water Resources Commission (WRC) and the Great Lakes Water Authority (GLWA). The GLWA Project 54 that was just completed took a year later to complete. They were able to fund that project. The WRC has a project in the queue for its interceptor project. It's a complete rehabilitation of the entire pipeline that runs north to south. Mr. Herczeg continued to say that he doesn't think we'll see generational spending again. They were able to access the FAC funding over a three-to-four-year period and will probably use it again in the future. Not all roads are eligible for the FAC funding. By the time we're done by '26 with a lot of this big work, it's going to vastly improve the major road network. A slideshow was presented to show the collaborative and federal funded major road projects from 2022 – 2026. The good news is we're going to get the major road network in good shape. Hopefully this clears up some confusion and at the end of the day, he thinks Novi is in a good position for the future.

The Mayor said he knows that Mr. Herczeg's team get a lot of the brunt regarding road projects and so do City Council members, which is why he asked Mr. Herczeg to put together this presentation. There are many agencies and the big question he gets asked is why the projects aren't coordinated. He thinks the slideshow presentation shows the number of projects in the last two years and all the coordination in the world wouldn't allow that amount of money to be spent in any better way than it was. He gives credit to Mr. Herczeg's team and said they did an amazing job with Wixom Road done under budget and in advance of when it was supposed to be done, which allowed Beck Road to get done. They had discussion on Nine Mile and pushing that to next year. A lot of projects that we have under control, he acknowledged that Mr. Herczeg's team is making sure that those are coordinated, and everyone has given feedback as well and said to continue that good effort. The Mayor concluded by saying that he appreciates the presentation.

Member Staudt said there's a few specific projects they're interested in. First is the remaining portion of Beck Road. He asked Mr. Herczeg if it's his opinion that staff has a full under of what Council's intentions are relative to whether it's a boulevard, a three lane or whatever so that as federal funding becomes available, they know exactly what we want before we go and get it. Mr. Herczeg responded that they've bought themselves some time with the preservation overlay rights, so they don't need to react quickly to anything. They haven't been successful, other than the segment from Grand River to Eleven Mile, to get funded at all. And we're still in the EA process which is taking long than we thought. We had decided to separate from Northville and then we were in

the middle of the EA process and there were new regulations so we're trying to get that to the finish line to get access to funding that we have obligated after that, we're waiting for the next move. They can continue to look for funding or see if it's a good candidate for FAC funding. Right now, we're currently in a holding pattern. We'll bring the EA to the finish line, access the funding for the segment that we have funding. That configuration already exists and may include a roundabout at Eleven Mile and after that is another conversation we have. Once the region's done, we look at things past covid life. We've been existing in the construction that we have versus what we had prior. Member Staudt said it's Council's responsibility to give clear direction. He also wanted to know what's the schedule is to get Twelve Mile, between Novi Road and Beck, done. Mr. Herczeg responded that the RCOC moved that funding to fiscal year 2027 so don't expect to see any construction happening in 2027 and that'll be a two-year construction. They had some pay forward advanced construction funds that they've been able to shift that responsibility and we're going to owe less pay forward and there's more federal funding going to the project. There's a lot of issues with a lot of agencies including the railroad and there's some water main to be moved and poor soil. It's a big design effort and construction will likely not start until '27. A stretch of Twelve Mile from Novi to Haggarty, which we have a small share of, was moved up by RCOC from '27 to '26. It will be under construction in '26 and then it'll be followed up with the rest of Twelve Mile in '27. Finally, he did get a memo from the Road Commission with pricing options for Napier and Nine Mile. We definitely want to talk about that at budget time. Member Staudt stated this was a good presentation because residents don't understand that this isn't all our decisions.

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Michael Zimmerman, property owner and manager of Fountain Walk, came to address a couple of issues regarding the rezoning of this property. First, are the restrictions. These are part of every retail lease. It is in every major retail development and leasing project. This goes back to the developer and every property owner in between has had to sign these in order to get these tenants. The second issue is the benefit that it's going to provide for the center. He's spoken to most of his tenants and they're all excited about it, anything that draws traffic and isn't competing against each other. This will bring thousands of people that haven't been there in a long time. That's one of the reasons we really want this use there.

Mary Letterman, the onsite manager for Fountain Walk, has spoken to the tenants and she has 14 letters that show support for the car wash.

Bruce Milan, Chairman of the Board for Jax Kar Wash, said it's been a family business since 1953. Mr. Milan spoke about the technology the business uses. Business is 80% reoccurring due to their subscription plan. Customers continually come to the property

which adds a synergy to Fountian Walk. This is why we want to be here; it fits into their business model.

Todd Gesund, Vice President and Director of Expansion at Jax Kar Wash came to talk about what technology Jax uses for sustainability. He also spoke about public benefit and per Council comments, they will add two patios with benches and covered awnings. They also created access to the property from the Twelve Mile Road sidewalk that will lead directly to their building. Also, to the public benefit, they will add two stone retaining walls that can have signage along Cabaret Drive.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 24-10-137 Moved by Smith, seconded by Gurumurthy; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

A. Approve Minutes of:
October 14, 2024 - Regular Meeting

B. Consideration of request for Fireworks Permit by Jason Trudeau to be operated by Gen-X Pyrotechnics, on either Friday, November 1st or Saturday, November 2nd on the campus of Catholic Central High School. **REMOVED**

C. Enter Executive Session immediately following the regular meeting of October 28, 2024, in the Council Annex for confidential communication from the City Attorney.

D. Approval of claims and warrants – Warrant 1166

Roll call vote on CM 24-10-137

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

MATTERS FOR COUNCIL ACTION:

1. Approval of Resolution to authorize Budget Amendment #2025-2

City Manager Cardenas stated that this is the second amendment for this fiscal year. There are no changes to the fund balance for the road or general funds but noted that the motion sheet incorrectly said that the Parks fund was decreasing the fund balance by $7,000 but is actually decreasing by $22,000 to meet pension liability. It is correct in the resolution. Additionally, the approved pathway, to the tune of $113,000, is included in this budget amendment under the Municipal Street Fund.

CM 24-10-138 Moved by Thomas, seconded by Smith: MOTION CARRIED: 7-0

Approval of Resolution to authorize Budget Amendment #2025-2

Roll call vote on CM 24-10-138 **Yeas: Heintz, Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy**
Nays: None

2. Deny 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.

The City Manager said this matter was discussed at the last Council meeting where there was a motion to approve that didn't get enough votes to pass and there was no counter motion to deny. The matter was postponed to this meeting with the indication that a motion to deny will be prepared.

David Landry, on behalf of Jax Kar Wash, was present to address the reasons to deny. The first is the utility easement on the property is a reason for its limited use. At the March 18, 2024 review by the City, the administration indicated that the RC district requires building setbacks of 100 feet from the property line which restricts the development of this corner site. Additionally, the site is impacted by utility easements. The point is the easements are irrelevant and not why this property cannot be developed. The fact is, under the current zoning ordinance, this area can only be developed in a particular area not because of the easements but because of the existing RC zoning. Item two on the motion sheet says the applicant has not established that the limitation of the use of the property to a single car wash is in the public interest or benefits the project area. The owner of Fountain Walk has stated that it would plus the 14 letters from tenants. Often with a rezoning, member of the adjacent area of the public will say they don't want this, and Council has heard the opposite. Mr. Laundry also said that per the planning review dated July 17, 2014, the staff recommends conditional approval if the benefits to the public are determined by the Planning Commission and City Council to be sufficient to office any negative impacts. Based on information provided, the 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. The next issue is the master plan. It's not binding, it's a plan. This area's master plan is commercial and we're commercial use. The next issue is the specific need for a car wash in this location has not been established. He doesn't know what else could be established with respect to need. It would be the only standalone car wash north of I96. The next issue is that the limitation on the ability to develop the property was not created by the zoning ordinance but by the lease restrictions. This is not unique to Fountain Walk. No regional commercial development can exist without these kinds of restrictions in them. Finally, the proposed conditions are of limited scope compared to the project area they've created. They've followed the direction to do something on Twelve Mile Road because Council didn't like the library. They created two seating patio areas, a stairway down for another access for Fountain Walk and the decorative walls. The applicant has spent over $100,000 on this process. He also wants to address the idea of spot zoning. That term does not appear anywhere in the Michigan Zoning Enabling Act. It's a pejorative term but it means the land use designation is incompatible with the surrounding area. The question comes down to is it

useful? Does it integrate? Is it something that is compatible with the surrounding area? He doesn't know what else they could have done to show that.

CM 24-10-139 **Moved by Casey, seconded by Heintz: MOTION CARRIED: 5-2**

Denial of the request from 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 based on the following factors:

1. **The applicant has not established that there is an enhancement to the project area that can only be accomplished by this PRO. The applicant has not addressed the fact that one of the utility easements on the property indicated as a reason for its limited use might in fact be able to be removed, according to Consumers Power, which holds the easement. That removal could allow a different use than that proposed.**

2. **The applicant has not established that the limitation of the use of the property to a single use, a car wash, is in the public interest or a benefit to the public in this particular location or under the conditions applicable to this project area.**

3. **While the applicant asserts that the detriments of the project are limited, the benefits expected to accrue to the City from this use are likewise limited in scope and nature and therefore do not clearly establish that the project is an overall benefit to the public that could not be accomplished without the rezoning.**

4. **The request to rezone to B-3 is not consistent with the Master Plan for Land Use.**

5. **The specific need for a car wash use in this location has not been established, which also limits the overall benefit to the public from the rezoning.**

6. **The limitations on the ability to develop this property in a way that is related to or consistent with the larger retail center is not created by any provision of the zoning ordinance but result instead from the manner in which the retail center itself has been planned, constructed, and occupied or leased by other competing uses, and by the proposed division of the property.**

7. **The proposed conditions (for example, the pedestrian seating areas and decorative walls) are of limited scope and nature**

when compared to the project and the entire project area and do not specifically relate to the use of the land.

Member Thomas thinks every person here did their due diligence in reading the packet and listening to the presenters. The motion to approve failed and she doesn't want to set a precedent where they keep voting on the same things over and over again. This feels like a formality to finish their business on this.

Member Staudt said in his mind this is not a formality. He thinks they need to reconsider. There's enough new information that the Council should deny this request and the motion on the table and bring it back with review for additional public benefit and perhaps revisit it at a future meeting. He's not going to vote against something that he supported the first time because it's a formality. He's a business guy and a lot of money has been spent on this. He thinks they need to give it a fair hearing.

Member Gurumurthy wants to make sure that the benefits are right for the residents.

City Attorney Schultz wanted to clarify that the action at the last meeting was not a decision. There was a motion to approve, which if passed, would've been a decision. The motion to approve didn't pass. There needs to be an affirmative motion to do something else. It's not a formality approving what Council did last time. It's a decision. This time the decision was written up as a motion to deny.

Member Thomas wanted to clarify that Council voted on this previously and that was the vote that was to approve and that did not pass and wanted to know what other option is there. City Attorney responded that's it and to be clear, Council has to have an affirmative decision and to make findings and conclusions based upon the language of ordinance and voting no on a motion to approve that would've don't that doesn't accomplish that purpose which is why Council is here now for the denial with different finding and different reasons.

Mayor Fischer said they must come up with a majority to approve or deny. Tonight's decision is a blank slate to do either of those based on the discussion and the direction from the last meeting. They wanted to revisit with what would be a denial finding and motion and that is what they are contemplating but they are free to deliberate and discuss as they see fit.

Member Staudt wanted to be clear that a no vote for this is a vote against denial and Mr. Schultz responded that was correct.

Mayor Fischer said that he will remain consistent with his comments from the prior meeting. He understands that there were additional comments about this being about Fountain Walk or the residents, but it has nothing to do with that. He thinks the City Council has done what they can to support Fountain Walk over the past years. This isn't about good, bad or indifferent on Fountain Walk and they are a wonderful partner of the community. It's nothing about Jax Kar Wash either and in his opinion, it sounds like a

wonderful business but there is zoning in Novi that allows for a car wash. If Jax was applying to go there, he would full heartedly support it. Instead, what is being proposed, a PRO, which is a process with its own criteria, limitations and things that have to be considered when approving. It is clear to him that this is not an applicable us of that PRO process. There are ample opportunities, whether it be the easement, lot lines variance requests, that there are uses that are permitted that when it talks about a PRO being an enhancement to the area as opposed to other uses, that burden has not been met. When Mr. Landry spoke talked about taking a used as the car wash would be and saying that it will be the only one and it was referenced that apparently the chair of the Planning Commission thinks that's a good idea, he's here to decide as the mayor and a member of this body whether he thinks that's a good idea. He respectfully disagrees. If 20 years from now the City has a car wash that is vacated, they have a building that they probably have to take care of. There's plenty of items under this PRO that were proposed as benefits that to him just aren't and it continues to be something that he is not able to support.

Roll call vote on CM 24-10-139 **Yeas: Smith, Thomas, Fischer, Casey, Heintz**
Nays: Gurumurthy, Staudt

3. **Consideration of approval to award a unit price contract to Teddy's Lawn & Landscape, the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, excluding the Novi Public Library, in the estimated seasonal amount of $144,000. The contract term is for one year with three one-year renewal options.**

Mayor Pro Tem Casey asked the City Manager if there was a reason the library was not included, and he responded by saying the library chose to stick with the current vendor and the library board approved of this prior to the bids coming back.

CM 24-10-140 **Moved by Smith, seconded by Thomas: MOTION CARRIED: 7-0**

Approval of consideration of approval to award a unit price contract to Teddy's Lawn & Landscape, the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, excluding the Novi Public Library, in the estimated seasonal amount of $144,000. The contract term is for one year with three one-year renewal options.

Roll call vote on CM 24-10-140 **Yeas: Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith**
Nays: None

4. **Consideration of approval to purchase one 2026 International Single-axle RDS Truck from Tri-county International through the State of Michigan MiDeal cooperative purchasing contract; and upfits to be completed by Truck and Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of $307,867.**

CM 24-10-141 **Moved by Thomas, seconded by Gurumurthy: MOTION CARRIED: 7-0**

Approval of consideration of approval to purchase one 2026 International Single-axle RDS Truck from Tri-county International through the State of Michigan MiDeal cooperative purchasing contract; and upfits to be completed by Truck and Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of $307,867.

Roll call vote on CM 24-10-141 **Yeas: Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith, Staudt**
Nays: None

5. Consideration of approval to purchase one 2024 Ford F-550, one 2024 Ford F-350s, two 2024 Ford F-150s, two 2024 Ford Escapes, and one 2024 Ford Escape Hybrid from Signature Ford, through the MiDeal Cooperative Purchasing Contract; and upfits to be completed by Truck and Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of $483,853.

CM 24-10-142 **Moved by Thomas, seconded by Smith: MOTION CARRIED: 7-0**

Approval of consideration of approval to purchase one 2024 Ford F-550, one 2024 Ford F-350s, two 2024 Ford F-150s, two 2024 Ford Escapes, and one 2024 Ford Escape Hybrid from Signature Ford, through the MiDeal Cooperative Purchasing Contract; and upfits to be completed by Truck and Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of $483,853.

Roll call vote on CM 24-10-142 **Yeas: Fischer, Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas**
Nays: None

6. Approval of Recommendation from the Finance and Administration Committee for Investment Advisor Consultant Services.

The City Manager said the Committee met earlier and made the recommendation to move forward with Aon Consulting to support and provide services to review the City's investment policy.

Member Staudt said that as a member of the committee, this was unanimously agreed on. The bottom line is this gives them opportunity to get an outside view of the investment policies and take a good look at what the City's doing. This is being paid for out of the funds and not the general fund.

CM 24-10-143 **Moved by Staudt, seconded by Thomas: MOTION CARRIED: 7-0**

Approval of Recommendation from the Finance and Administration Committee for Investment Advisor Consultant Services.

Roll call vote on CM 24-10-143 **Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer**
Nays: None

7. Approval of resolution to amend the City's Fund Balance/Reserve Policy.

City Manager Cardenas said the idea of this policy was dreamt up and discussed during last year's budget process. The policy has been presented to the Finance Administration Committee and recommended to the Council for full approval. The changes set a target range from 28% to 30%. Additionally, it sets in place provision or actions to take the general fund balance falls below 25% or exceeds 33%.

The Mayor said this did come from discussions during the budget and he and several members have been on Council long enough to know that there've been discussions on the fund balance and during those discussions, he oftentimes would say the semantics of how this is proposed, and it always confuses even the seven member of Council as well as staff. There are aspects like the budget that have nomenclature that call things minimum and maximums. Then you go to the CAFR and they're described as a minimum range. The whole concept here is that the language was a little discombobulated over the years so this goal of why I liked to see this pushed forward, it clarifies for staff exactly our expectations, gives us the ability to act if things get higher or lower than certain thresholds. Most importantly to him, it's not a vast change from what we actually were doing in our budget. Historically, we've fallen right in this green range. This wasn't met to be an overhaul or change in policy per se. It's more about bringing staff and all of us aligned on what the target is so we can focus on actual budget discussions as opposed to silly semantics and nomenclature.

CM 24-10-144 **Moved by Fischer, seconded by Casey: MOTION CARRIED: 7-0**

Approval of resolution to amend the City's Fund Balance/Reserve Policy.

Member Staudt said this is a policy that we've had in some variation for about 15 years. This clarification was worked out through multiple meetings, and it appears that it will provide staff with a better idea during budgeting as to exactly our intention.

Member Heintz appreciates the action required on both the high and low end and making sure that they have understanding of what happens if they have too high or low of a fund balance.

Member Gurumurthy appreciates all the work that went into evaluating the benchmarks and determining what they need. She was happy to see the action because without those, you just put the threshold then.

Member Thomas appreciates the work that was put into this and thinks it's a good path forward.

Member Smith said as an engineer who likes spreadsheets, he particularly likes having ranges that that they can see where's they're at and what actions they need to take.

Roll call vote on CM 24-10-144 **Yeas: Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer, Casey**
Nays: None

8. Consideration of a Resolution Approving a Request for a Two-Year Extension of the PA 210 Commercial Rehabilitation Exemption Certificate for the Sakura development at Grand River and Town Center Drive, extending it through 2031, and a corresponding Amendment to the existing Commercial Rehabilitation Agreement.

City Manager Cardenas stated that this was initially approved in 2021 for the Sakura development under the Public Act 210 of 2005. The max number of years for this type of abatement is 10 years back in 2021. Council approved the abatement for eight years. The applicant has requested extending the abatement two additional years due to issues they've encountered in the early stages of the project.

Jim Clark, CEO of Robertson Homes was present with Darian Neubecker, President of Robertson Homes, as well as Scott Aikens and Phil Kim, principles from Sakura Novi. Mr. Clark discussed the level of completion of the project so far and the tenancy that has been secured. The vision that they came with to this Council years ago has finally come to fruition. He comes to the meeting to ask for consideration of a two-year extension due to site conditions being worse than anticipated & delays due to Peat and EGLE. What they should have done was provide for a construction period of time. As it is currently configured there's no recovery in the first two years between getting approval and getting the project done. The good news is that the project is moving forward. The bad news is that there is a million dollars worth of dirt. The terms of the acquisition provided for the CRD money, and they weren't able to capture the CRD money so they're asking for the extension so they can capture that part of the initial transaction. There were also tax rate changes.

Member Gurumurthy commented that the project has a long history. She drives past the construction almost everyday and can see the progress. She said it looked like in 2020 there was a wetland permit and asked what the initial timing in terms of the residential and commercial completion was. Mr. Clark responded that they came out of covid, lost a major tenant, financing was tough, there were delays with the mortgage, and delays with land development. When they started digging out the pond to make it bigger and get rid of the environmental, they found peat moss which caused a six to eight month delay. The location of the main water line was 150 from where it was on the record drawings. There was a six to nine month delay to prove the site wasn't contaminated. It's life as a developer, these thing happen but they were all unanticipated. They should have come to the Council and said they need an eight-year CRD but can't get started

the day they signed the purchase agreement. These were somewhat anticipated because there's always something that happens on a development, but they didn't see these. Member Gurumurthy said she understands all the issued delayed the timing but wanted to know, assuming an ideal state, did they have an original estimate of when they wanted to complete the residential and commercial. Mr. Clark said they would have been going a year and a half ago, but they just weren't able to get started. Member Gurumurthy then wanted to know when he currently thought they'd be done with the residential and commercial. Mr. Clark it dependents on the leasing but he thinks there's good news on the commercial. For the residential side, they will be done framing and hopefully stabilized and 90% or more occupied by this time next year. Member Gurumurthy stated that the abatement extension is through 2029 and wanted to know what the reason was for coming forward with this request in 2024. Mr. Clark said it was because they lost the first two years. There was no abatement because there were no taxes because there was nothing to assess, and nothing done. What they had hoped for was they would get an eight-year abatement from taxes that were in place when they were up and stabilized. They spent a fortune getting going. The whole thing was delayed two years so they're asking for an extension to account for all the unforeseen things that have happened on this site. In business terms, when they came before Council, was an eight-year CRD that would get eight years of tax abatement and that was what was approved. As it stands now, they'll get maybe six years of abatement. He didn't come last year when he still wasn't building to ask for an extension. He felt he had to show that they were going to do what they said they would do.

Mayor Fischer said to hear the woe from people who do this for a living is disconcerting to him. He thinks the City has gone long and far on this project. The City purchased this property and was selling it back at cost with no interest accrued. They signed an eight-year abatement, and the developer agreed to the condition in terms. This project has taken between the purchase agreement, going through six different amendments and now the delays in construction continue to delay. He understands that they want it done because that's when they get paid, and the City wants it done as well. One thing, as it relates to economics, he has a strong feeling that if material prices go down, rents and sales are able to come in higher and he's never heard someone coming back to the Council stating that they want to share the profit. He is encouraged to finally see the work being done and his frustration for the last eight years has been the pace at which this had been going through. He is not inclined to support at this point for a full two years but could get around a one year if there was support for it. Mr. Clark said he would appreciate any help.

Mayor Pro Tem Casey stated that generally her response was that she couldn't support the extension of an abatement, but she was impacted by the story about EGLE and that was a real impact that was unexpected and unnecessary. She is not comfortable supporting an extension.

Member Smith said he won't be supporting the abatement either because things happen in construction.

Member Heintz said he appreciates the project moving forward but it's hard to support this. Mr. Clark then stated that was what was sold to them, a million dollars worth of peat.

Member Staudt said he was astounded as there as been no recovery time and perhaps the Council could have made a better clarification of when the abatement began. He would be supportive of an extension. He reminded everyone that the City did sell the property with the peat issue. He's sorry that Council has come down to this.

CM 24-10-145 **Moved by Casey, seconded by Smith: MOTION CARRIED: 5-2**

Denial of Resolution Approving a Request for a Two-Year Extension of the PA 210 Commercial Rehabilitation Exemption Certificate for the Sakura development, extending it through 2031, and corresponding Amendment to the existing Commercial Rehabilitation Agreement, because the initial approval of the abatement as negotiated by the City and the developer was clear that it was limited to 8 years and that there would be no extension, as a result of which no basis for granting the extension was included in the original resolution, and because the applicants have not established that the delays or additional costs (if any) of the project require the extension.

Roll call vote on CM 24-10-145 **Yeas: Heintz, Smith, Thomas, Casey, Gurumurthy**
Nays: Staudt, Fischer

9. Final approval of the request of DTN Management/Tricap Holdings for JSP18-10 The Bond for a Third Amendment of the Development Agreement, and revised Preliminary Site Plan, Storm Water Management Plan and Woodland Permit. The Subject Property is zoned Town Center One and is approximately 7.99 acres of vacant land.

City Manager Cardenas stated that this is the final stage in the process. The new revisions of the plan increase the building height to five stories and allow for a total of 329 apartments.

Albert Ludwig, from Tricap Holding, was present. They were here back in July and walked away with an approval. They had to go back to planning and to the ZBA. They have completed those tasks. The amendment to the development agreement was completed by the attorneys and now they are looking for Council's signature to that development agreement.

CM 24-10-146 **Moved by Casey, seconded by Fischer: MOTION CARRIED: 7-0**

Approval of the final approval at the request of DTN Management/Tricap Holdings of the Third Amendment to the Development Agreement for JSP 18-10 The Bond, and incorporate

the revised Preliminary Site Plan dated August 21, 2024, subject to final review and approval of the Third Amendment and revisions by the City Attorney and City Manager.

Roll call vote on CM 24-10-146 **Yeas: Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz**
Nays: None

CM 24-10-147 **Moved by Casey, seconded by Fischer: MOTION CARRIED: 7-0**

Approval at the request of DTN Management/Tricap Holdings for the revised Preliminary Site Plan, Woodland Permit, and Stormwater Management Plan, based on and subject to the following:

1. All deviations and waivers granted in the Development Agreement and the Amendments to the Agreement,
2. The Zoning Board of Appeals variances granted on August 13, 2024,
3. 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 revised 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, Chapter 11 and Chapter 37 of the Code of Ordinances and all other applicable provisions of the Ordinance.)

Roll call vote on CM 24-10-147 **Yeas: Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith**
Nays: None

B. Consideration of request for Fireworks Permit by Jason Trudeau to be operated by Gen-X Pyrotechnics, on either Friday, November 1st or Saturday, November 2nd on the campus of Catholic Central High School.

Member Smith understands the desire to celebrate things like opening the STEM center, et cetera but fireworks can be stressful for a variety of reasons and would encourage the Rules Committee to look at ordinances regarding fireworks. He would also like to find a way to better define this and limit the impact of fireworks on the surrounding neighborhood.

The Mayor Pro Tem agrees with the frequency concerns with fireworks.

CM 24-10-148 **Moved by Casey, seconded by Thomas: MOTION CARRIED: 6-1**

Approval of consideration of request for Fireworks Permit by Jason Trudeau to be operated by Gen-X Pyrotechnics, on either Friday,

November 1st or Saturday, November 2nd on the campus of Catholic Central High School

Member Heintz wondered if there would be additional requests made by the applicant. He is also concerned about the frequency issues.

Roll call vote on CM 24-10-148

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

COMMITTEE REPORTS:

1. Environmental Sustainability Committee –

   Council Member Smith stated that the Committee discussed implementing a pilot solarized program similar to Ann Arbor's and this will be coming before Council at some point in the future. They will be having a meeting with the Communication department at the next meeting.

2. Mobility Committee

   Council Member Smith stated that at the last meeting they discussed the Neighborhood Sidewalk Repair program. Staff is working on the final plan based on the discussion during that meeting.

3. Public Utilities and Technology Committee

   Council Member Thomas said at the last meeting the speaker wasn't able to make it so they revisited goals related to the committee.

4. Long-Range Strategic Planning Committee

   Mayor Pro Tem Casey said the committee talked about a timeline to start executing their long-range strategic plan might look like.

5. Rules Committee

   Mayor Fischer said the Committee discussed the Older Adults Needs Committee's recommendation to take the Older Adults Advisory Committee and bring that to a Council level appointment. Further recommendations shall be coming from staff. More deliberations are required. He thinks Council members need to start thinking about their schedules and encourage everyone to start thinking about more quality of the meeting opposed to the quality and maybe see if some of the meetings might take place monthly with more deliberations, more decisions made, more agenda and more robust discussions.

MAYOR AND COUNCIL ISSUES: None

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:40 P.M.

_____
Cortney Hanson, City Clerk

_____
Justin Fischer, Mayor

_____
Transcribed by Becky Dockery,
Account Clerk

Date approved: November 12, 2024

CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024

SUBJECT: Approval to accept the residential street as part of the Montebello Estates and adoption of Act 51 New Street Resolution accepting Montebello Court as public, adding 0.36 miles of roadway to the City's public street system.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This process is required to add streets to the City's public street system and to receive Act 51 funding.

BACKGROUND INFORMATION:

Mirage Development, LLC has requested the dedication and acceptance of Montebello Court as a public asset. The Montebello Estates development is comprised of 31 single-family home lots. This project is located north of Nine Mile Road between Novi Road and Taft Road in section 27 of the City of Novi. The proposed street's right-of-way shall be sixty (60) feet wide.

According to the City's consulting engineer and the City Engineering Division, the street meets the city's design and construction standards (Spalding DeDecker, October 22, 2024). The Developer is required to install all street trees as a part of the street acceptance process. There are two lots (Lots 3 and 33) that have not submitted building permits for construction of the homes yet. The Landscape Architect has determined a financial guarantee of $3,360.00 is required and the Developer has paid that amount. The street trees are to be installed by the Developer no later than prior to the end of the two-year warranty for the streets, regardless of if the homes have been constructed.

The related street acceptance documents have been reviewed by the City's consulting engineer and the City Attorney and are in a form to permit street acceptance by City Council. The warranty deed for interior streets was approved by the City's engineering consultant and City Attorney (Spalding DeDecker October 29, 2024, and Beth Saarela October 24, 2024, respectively). The enclosed resolution

satisfies the Michigan Department of Transportation requirement for adding 0.36 miles of roadway to Act 51 funding.

RECOMMENDED ACTION: Approval to accept the residential streets as part of Montebello Estates and adoption of Act 51 New Street Resolution accepting Montebello Court as public, adding 0.36 miles of roadway to the City's public street system.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

NEW STREET ACCEPTANCE

Montebello Estates
Montebello Court

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on November 12, 2024, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

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

WHEREAS; the City's Act 51 Program Manager is requesting formal acceptance of Montebello Court and,

WHEREAS; that said streets are located within a City right-of-way that is under the control of the City of Novi, and,

WHEREAS; that the Montebello Court was open to the public since October of 2024.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Novi City Council hereby accept Montebello Court and direct such to be included in the City's public street system.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

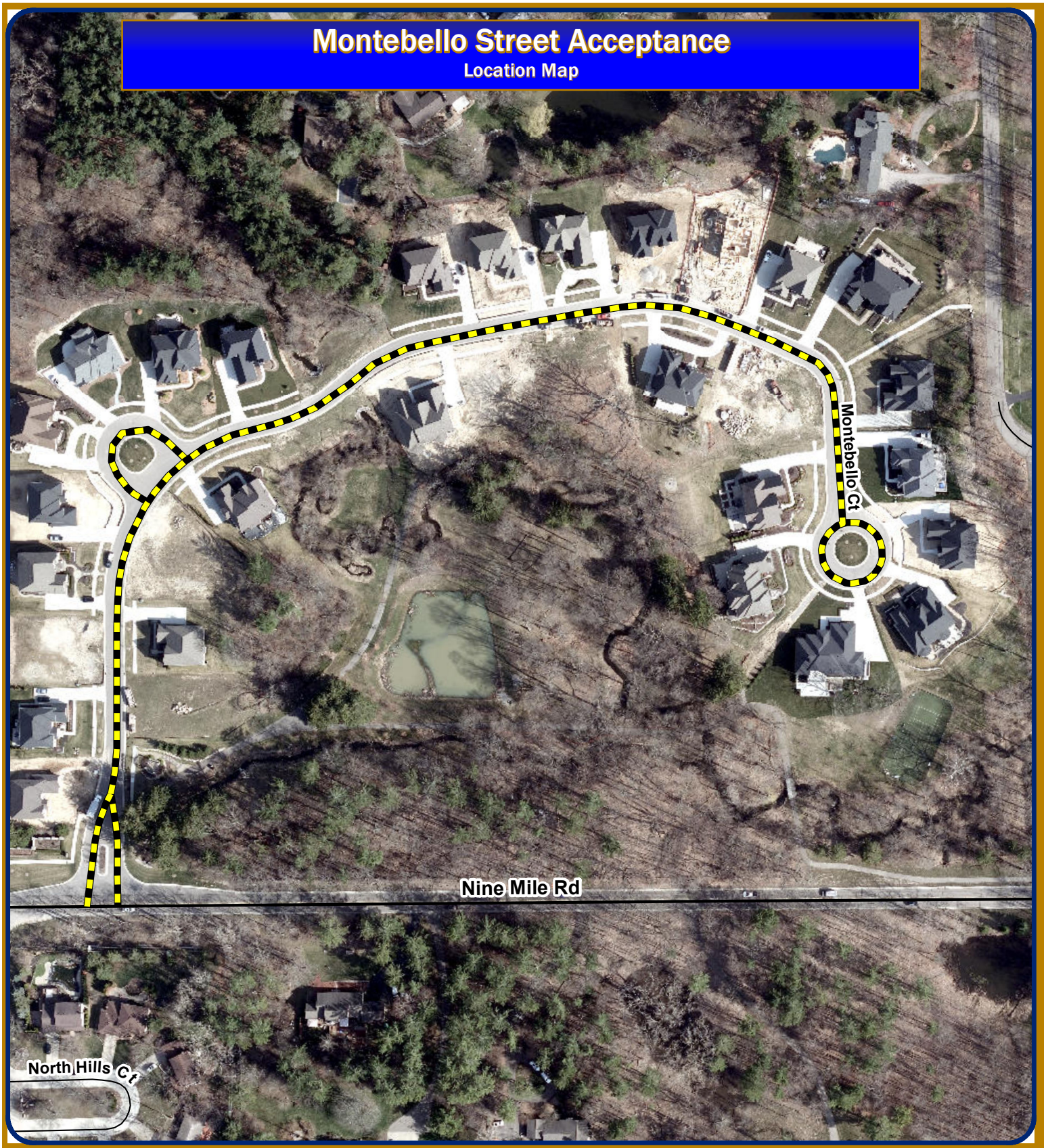
CERTIFICATION

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 12th day of November, 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

Montebello Street Acceptance

Location Map



Map Author: Humna Anjum
Date: 10/30/2024
Project:Montebello
Version: 1.0

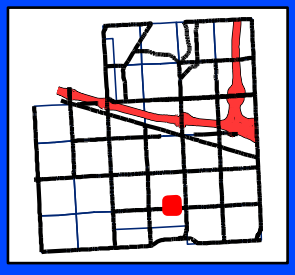
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

Legend

- Proposed Public Streets
- Major Roads
- Minor Roads



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

Feet
0 37.5 75 150 225
1 inch = 170 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 24, 2024

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Montebello Estates JSP 15-076
Street Acceptance Documents

Dear Mr. Croy:

We have received and reviewed the following **original** documents for Montebello Estates, a copy of which are enclosed:

1. Warranty Deed for Interior Roads ***(Approved)***
2. Bill of Sale for Street Paving (***Approved***)
3. Title Commitment

Warranty Deed

The Warranty Deed for interior roads for Montebello Court conveys the interior roads to the City for public use and maintenance. The Warranty Deed is consistent with the title search provided and has been executed in accordance with the requirements of the Master Deed for road conveyances. The legal descriptions of the right-of-way area have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale for paving is acceptable, subject to attachment of the legal description from the Warranty Deed for the roads. Once accepted, the Warranty Deed should be recorded by the City Clerk's Office in the usual manner.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosures
C: Cortney Hanson, Clerk (w/Enclosures)
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Ben Nelson, Project Engineer
Alyssa Craigie, Administrative Assistant
Jan Ziozios, Assessor
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

stewart title®

American Land Title Association

Commitment for Title Insurance
2021 v.01.00 (07-01-2021)

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Stewart Title Guaranty Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

ATA NATIONAL TITLE GROUP, LLC

STEVEN M. GRECO
AUTHORIZED SIGNATORY

STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	ATA National Title Group, LLC
Issuing Office:	36800 Gratiot Avenue Clinton Township, MI 48035 Ph:(586) 463-7200 Fax:(586) 469-2492
Issuing Office's ALTA® Registry ID:	1033513
Issuing Office File Number:	63-24932569-CLN
Property Address:	Vacant Land, Novi, MI
Revision Number:	

SCHEDULE A

1. Commitment Date: October 09, 2024, at 8:00 am

2. Policy to be issued: Proposed Policy Amount

   (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **$10,000.00**
   Proposed Insured: **City of Novi**

   (b) ALTA® LOAN POLICY
   Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

   Mirage Development, LLC, a Michigan limited liability company and Montebello Estates Homeowners Association, Inc., as their interests may appear

5. The Land is described as follows: Situated in the City of Novi, County of Oakland, State of Michigan

   SEE EXHIBIT A

ATA National Title Group, LLC

Steven M. Greco
AUTHORIZED SIGNATORY

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Exhibit "A"

The Land is described as follows: Situated in the City of Novi, County of Oakland, State of Michigan

Montebello Court located in Montebello Estates, Condominium Subdivision Plan #2172, as recorded in Liber 50223, Page 342. Oakland County Records, City of Novi, Oakland County, Michigan, being part of the Southeast 1/4 of Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as follows: Beginning at a point located North 87 degrees 18 minutes 00 seconds East 108.95 feet along the South line of Section 27 and North 02 degrees 42 minutes 00 seconds West 60.00 feet to said point of beginning on the North right of way line of Nine Mile Road from the South 1/4 corner of Section 27, to a point on a curve, thence along a curve to the right, 69.71 feet to a point of reverse curve, said curve having a radius of 260.00 feet, central angle of 15 degrees 21 minutes 46 seconds and long chord bearing and distance of North 08 degrees 50 minutes 21 seconds East 69.51 feet; thence along the arc of a curve to the left 101.19 feet to a point of tangent, said curve having a radius of 300.00 feet, central angle of 19 degrees 19 minutes 34 seconds and long chord bearing and distance of North 06 degrees 51 minutes 28 seconds East 100.71 feet; thence North 02 degrees 48 minutes 19 seconds West 169.90 feet to a point of curve, thence along the arc of a curve to the right 121.94 feet to a point of reverse curve, said curve having a radius of 260.00 feet, central angle of 26 degrees 52 minutes 20 seconds, and long chord bearing and distance of North 10 degrees 37 minutes 51 seconds East 120.83 feet, thence along a curve to the left, 11.45 feet to a point of tangent, said curve having a radius of 9.00 feet, central angle of 72 degrees 55 minutes 18 seconds, and long chord bearing and distance of North 12 degrees 23 minutes 38 seconds West 10.70 feet, thence North 48 degrees 51 minutes 17 seconds West 20.23 feet to a point of curve, thence along the arc of a curve to the right 219.91 feet to a point of tangent, said curve having a radius of 70.00 feet, central angle of 180 degrees 00 minutes 00 seconds and long chord bearing and distance of North 41 degrees 08 minutes 43 seconds East 140.00 feet, thence South 48 degrees 51 minutes 17 seconds East 20.23 feet to a point of curve, thence along the arc of a curve to the left 11.45 feet to a point of reverse curve, said curve having a radius of 9.00 feet, central angle of 72 degrees 55 minutes 18 seconds and long chord bearing and distance of South 85 degrees 18 minutes 56 seconds East 10.70 feet, thence along the arc of a curve to the right 87.29 feet to a point of reverse curve, said curve having a radius of 260.00 feet, central angle of 19 degrees 14 minutes 08 seconds and long chord bearing and distance of North 67 degrees 50 minutes 30 seconds East 86.88 feet, thence along a curve to the left 112.90 feet to a point of reverse curve, said curve having a radius of 200.00 feet, central angle of 32 degrees 20 minutes 36 seconds and long chord bearing and distance of North 61 degrees 17 minutes 16 seconds East 111.41 feet, thence along the arc of a curve to the right 146.24 feet to a point of tangent, said curve having a radius of 260.00 feet, central angle of 32 degrees 00 minutes 26 seconds and long chord bearing and distance of North 61 degrees 07 minutes 11 seconds East 143.36 feet, thence North 77 degrees 07 minutes 24 seconds East 239.14 feet to a point of curve, thence along the arc of a curve to the right 153.38 feet to a point of tangent, said curve having a radius of 260.00 feet, central angle of 33 degrees 47 minutes 59 seconds and long chord bearing and distance of South 85 degrees 58 minutes 37 seconds East 151.16 feet; thence South 69 degrees 04 minutes 37 seconds East 83.91 feet to a point of curve, thence along the arc of a curve to the left 21.36 feet to a point of reverse curve, said curve having a radius of 34.00 feet, central angle of 35 degrees 59 minutes 31 seconds and long chord bearing and distance of South 87 degrees 04 minutes 23 seconds East 21.01 feet, thence along the arc of a curve to the right 154.39 feet to a point of reverse curve, said curve having a radius of 70.00 feet, central angle of 126 degrees 22 minutes 08 seconds and long chord bearing and distance of South 41 degrees 53 minutes 05 seconds East 124.94 feet thence along the arc of a curve to the left 15.03 feet to a point of tangent, said curve having a radius of 34.00 feet, central angle of 25 degrees 19 minutes 54 seconds ', and long chord bearing and distance of South 08 degrees 38 minutes 02 seconds West 14.91 feet, thence South 04 degrees 01 minutes 55 seconds East 87.97 feet to a point of curve, thence along the arc of a curve to the left 44.71 feet to a point of reverse curve, said curve having a radius of 42.00 feet, central angle of 60 degrees 59 minutes 45 seconds, and long chord bearing and distance of South 34 degrees 431 minutes 47 seconds East 42.63 feet, thence along the arc of a curve to the right 340.33 feet to a point of reverse curve, said curve having a radius of 70.00 feet, central angle of 278 degrees 33 minutes 43 seconds and long chord bearing and distance of South 74 degrees

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15 minutes 12 seconds West 91.33 feet, thence along the are of a curve to the left 30.81 feet, to a point of reverse curve, said curve having a radius of 42.00 feet, central angle of 42 degrees 01 minute 58 seconds and long chord bearing and distance of North 12 degrees 31 minutes 04 seconds East 30.13 feet, thence along the arc of a curve to the right 20.27 feet to a point of tangent, said curve having a radius of 259.98 feet, central angle of 04 degrees 28 minutes 00 seconds and long chord bearing and distance of North 06 degrees 15 minutes 55 seconds West 20.26 feet, thence North 04 degrees 01 minute 55 seconds West 108.62 feet to a point of curve, thence along the arc of a curve to the left 34.06 feet to a point of tangent, said curve having a radius of 30.00 feet, central angle of 65 degrees 02 minutes 42 seconds and long chord bearing and distance of North 36 degrees 33 minutes 16 seconds West 32.26 feet, thence North 69 degrees 04 minutes 37 seconds West 130.48 feet to a point of curve, thence along the arc of a curve to the left, 117.98 feet to a point of tangent, said curve having a radius of 200.00 feet, central angle of 33 degrees 47 minutes 59 seconds and long chord bearing and distance of North 85 degrees 58 minutes 37 seconds West 116.28 feet, thence South 77 degrees 07 minutes 24 seconds West 239.14 feet to a point of curve, thence along the arc of a curve to the left 111.73 feet to a point of reverse curve, said curve having a radius of 200.00 feet, central angle of 32 degrees 00 minutes 26 seconds and long chord bearing and distance of South 61 degrees 07 minutes 11 seconds West 110.28 feet, thence along the arc of a curve to the right 146.77 feet to a point of reverse curve, said curve having a radius of 260.00 feet, central angle of 32 degrees 20 minutes 36 seconds and chord bearing and distance of South 61 degrees 17 minutes 16 seconds West 144.83 feet, thence along the arc of a curve to the left 280.18 feet to a point of tangent, said curve having a radius of 200.00 feet, central angle of 80 degrees 15 minutes 53 seconds and long chord bearing and distance of South 37 degrees 19 minutes 37 seconds West 257.82 feet, thence South 02 degrees 48 minutes 19 seconds East 169.90 feet to a point of curve, thence along the arc of a curve to the right, 45.77 feet to a point of reverse curve, said curve having a radius of 360.00 feet, central angle of 07 degrees 17 minutes 04 seconds, and long chord bearing and distance of South 00 degrees 50 minutes 13 seconds West 45.74 feet, thence along the arc of a curve to the left 37.47 feet to a point of tangent, said curve having a radius of 300.00 feet, central angle of 07 degrees 09 minutes 21 seconds and long chord bearing and distance of South 00 degrees 54 minutes 05 seconds West 37.44 feet, thence South 02 degrees 40 minutes 36 seconds East 84.50 feet to the North right of way line of Nine Mile Road, thence South 87 degrees 18 minutes 00 seconds West 85.42 feet along the North right of way line Nine Mile Road to the point of beginning.

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Submit Articles of Organization, Operating Agreement and all amendments and Roster of Members relative to Mirage Development, LLC. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned documents.

6. Submit a copy of the Resolution of the Board of Directors of the recited owner authorizing the sale of the subject property to the recited purchaser and directing the proper officers to execute the proposed conveyance on behalf of the corporation.

7. Warranty Deed from recited owner to recited purchaser.

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.

2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.

3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

8. Right of Way vested in City of Novi by instrument recorded in Liber 50722, Page 442, Oakland County Records.

9. Easement for sidewalk purposes vested in City of Novi by instrument recorded in Liber 50722, Page 460, Oakland County Records.

10. Easement for sanitary sewer system purposes vested in City of Novi by instrument recorded in Liber 50656, Page 574, Oakland County Records.

11. Easement for water system purposes vested in City of Novi by instrument recorded in Liber 50656, Page 489, Oakland County Records.

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12. Easement for secondary emergency ingress and egress by emergency service provider purposes vested in City of Novi by instrument recorded in Liber 50656, Page 497, Oakland County Records.

13. Easement for storm drainage purposes vested in City of Novi by instrument recorded in Liber 50630, Page 692, Oakland County Records.

14. Easement granted to Detroit Edison Company for its pole lines over the subject property as set forth in instrument recorded in Liber 50599, Page 18, Oakland County Records.

15. Easements for Woodland Preservation in the instrument recorded in Liber 50446, Page 435 and in Liber 50446, Page 422, Oakland County Records.

16. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

17. Easement to Oakland County Department of Public Works recorded in Liber 4480, Page 358, Oakland County Records.

18. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of Thornton Creek and Miller Creek.

19. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Thornton Creek and Miller Creek.

20. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes for Nine Mile Road.

21. Survey performed by JCK Group, Inc., dated June 20, 2016, being Job No. 10379, discloses the following:
    a. Overhead wires, sanitary sewers and storm sewers on the property without the benefit of recorded easements.
    b. Meandering chain link fence.
    c. Tennis court encroachment over sanitary sewer.

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COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I-Requirements; and
   f. Schedule B, Part II-Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I-Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
   e. The Company is not liable for the content of the Transaction Identification Data, if any.
   f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
   g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
   a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
   c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
   f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

Stewart Title Guaranty Company - All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029

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ATA National Title Group
Greco Title Agency • Seaver Title Agency

PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies (collectively "ATA") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA Privacy Policy.

ATA, as an agent for First American Title Insurance Company, Old Republic Title Insurance, American Guaranty Title Insurance Company, Stewart Title Guaranty, Fidelity National Title Insurance Company and its family of companies, Westcor Land Title Insurance Company, and WFG National Title Insurance Company, provides title insurance products and other settlement and escrow services to customers. The ATA Privacy Policy applies to all ATA customers, former customers and applicants

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number

- information about your transaction

- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, certain non-public personal information is provided to us in order to provide the services requested. and

- information about your transactions and experiences as a customer..

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, we record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA, please write us at: **ATA National Title Group, LLC, 31440 Northwestern Highway, Ste. 300, Farmington Hills, Michigan 48334 or email us at legal_dept@atatitle.com or visit our website www.atatitle.com**

(Effective January 2023)

STEWART INFORMATION SERVICES CORPORATION **Updated: August 24, 2023**

GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
k. Auditing for compliance with federal and state laws, rules, and regulations.
l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
c. Stewart's affiliated and subsidiary companies.
d. Parties involved in litigation and attorneys, as required by law.
e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.

l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. **Your Consumer Rights and Choices Under CPPA and CPRA**

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. **Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).

6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

8. Comply with a legal obligation.

9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

v. **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or

2. Visiting http://stewart.com/ccpa.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html.

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Mirage Development, LLC, a Michigan limited liability company, whose address is 45380W 10 Mile Rd #135 Novi, MI, conveys and warrants to City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, for right-of-way purposes, the following described premises situated in the City of Novi, County of Oakland, State of Michigan, to wit:

See attached "Montebello Court ROW," attached hereto and made part hereof.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, for the sum of One and no/100---------- Dollars ($1.00), and subject to all building and use restrictions, easements, encumbrances, and other matters of record.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. The property conveyed by this deed may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 22nd day of October 2024

Mirage Development, LLC
A Michigan Limited Liability Company

By: Claudio Rossi
Claudio Rossi

Its: Member

STATE OF MICHIGAN }

COUNTY OF OAKLAND }

The foregoing instrument was acknowledged before me this 22nd day of October 2024 by Claudio Rossi, a member of Mirage Development, LLC a Michigan Limited Liability Company.

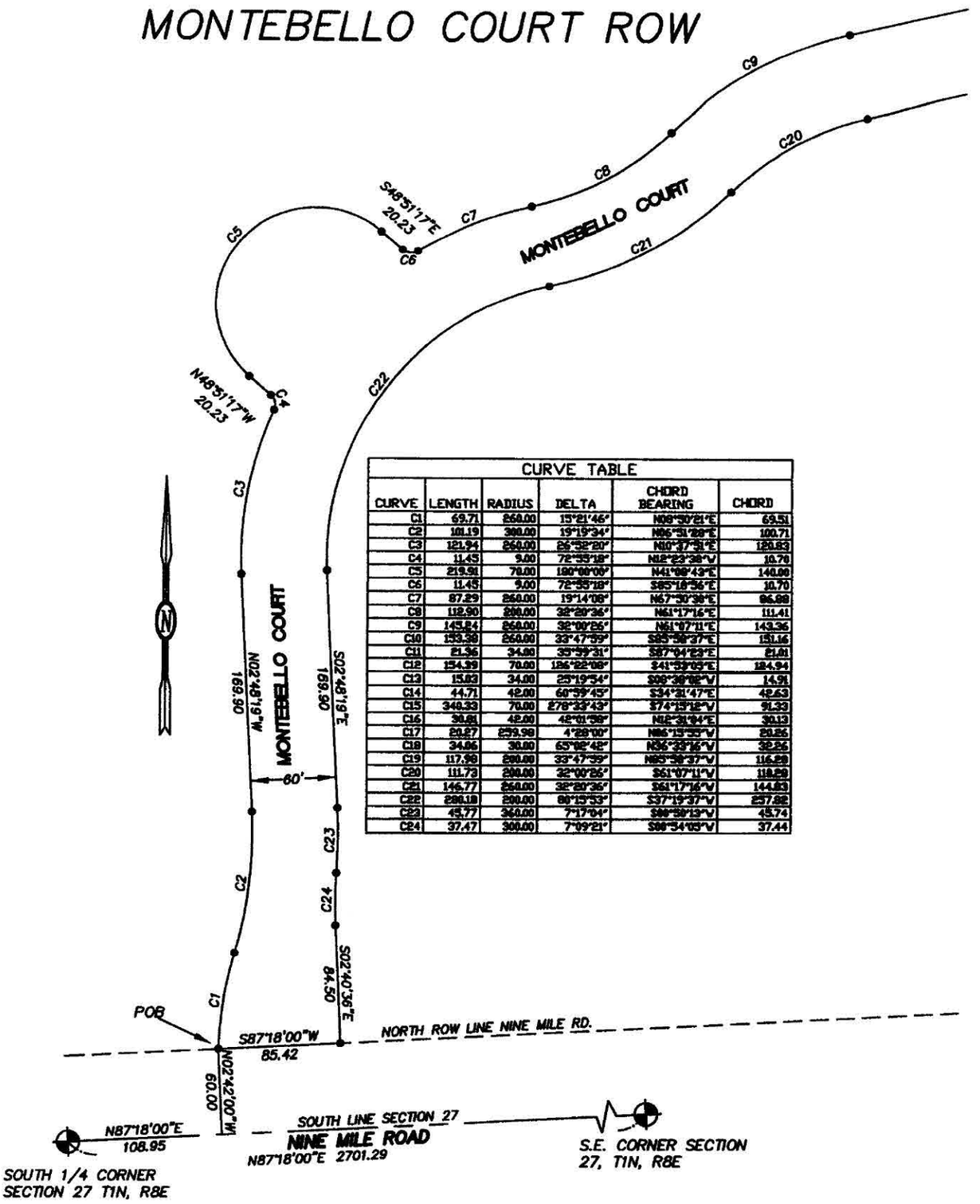
Mark Paulson, Notary Public
Oakland County, Michigan
My Commission Expires: 06-03-2030
Acting in Oakland County

When Recorded Return to: Maryanne Cornelius, Clerk City of Novi 45175 West Ten Mile Road Novi, MI 48375-3024	Sen Subsequent Tax Bills to: City of Novi 45175 West Ten Mile Road Novi, MI 48375	Drafted by: Mark Paulson Mirage Development, LLC 45380 W. 10 Mile Rd #135 Novi, MI 48375

Tax Parcel Nos. 50-22-27-452-001

Job No. _____ Recording Fee _____ Transfer Tax _____

MONTEBELLO COURT ROW



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	69.71	260.00	15°21'46"	N09°30'21"E	69.51
C2	101.19	300.00	19°19'34"	N06°31'28"E	100.71
C3	121.94	260.00	26°52'20"	N10°37'31"E	120.83
C4	11.45	9.00	72°55'18"	N12°23'38"W	10.70
C5	219.91	70.00	180°00'00"	N41°08'43"E	140.00
C6	11.45	9.00	72°55'18"	S85°18'56"E	10.70
C7	87.29	260.00	19°14'06"	N67°30'39"E	86.88
C8	112.90	200.00	32°20'36"	N61°17'16"E	111.41
C9	143.84	260.00	31°00'26"	N61°07'11"E	142.06
C10	153.38	260.00	33°47'59"	S85°58'37"E	151.16
C11	21.36	34.00	35°59'31"	S87°04'23"E	21.01
C12	154.39	70.00	126°22'09"	S41°53'03"E	124.94
C13	15.83	34.00	25°19'54"	S08°38'02"W	14.91
C14	44.71	42.00	60°59'45"	S34°21'47"E	42.63
C15	348.33	70.00	278°33'43"	S74°13'12"W	91.33
C16	30.81	42.00	42°01'39"	N66°31'04"E	30.13
C17	20.27	259.98	4°28'00"	N86°15'55"W	20.26
C18	34.06	30.00	65°02'42"	N36°38'16"W	32.26
C19	117.99	200.00	33°47'59"	N85°58'37"W	116.29
C20	111.73	200.00	32°00'26"	S61°07'11"W	110.29
C21	146.77	260.00	32°20'36"	S61°17'16"W	144.83
C22	288.18	200.00	82°33'53"	S37°19'37"W	257.82
C23	43.77	360.00	7°17'04"	S88°39'13"W	43.74
C24	37.47	300.00	7°09'21"	S88°34'05"W	37.44

BEARINGS BASED ON NAD 83 (CORS 2011) SPC MI SOUTH ZONE

Survey for: MIRAGE DEVELOPMENT, LLC

0 50 100 150 200 300

SCALE 1" = 100'

STATE OF MICHIGAN
Joseph Carl Kapelczak
License No. 4001024598
LICENSED PROFESSIONAL SURVEYOR

I HEREBY CERTIFY that I, a duly registered Professional Land Surveyor under the laws of the State of Michigan, have surveyed and mapped the land described above,and all the requirements of P.A. 132 as amended on September 18, 2018 have been complied with.

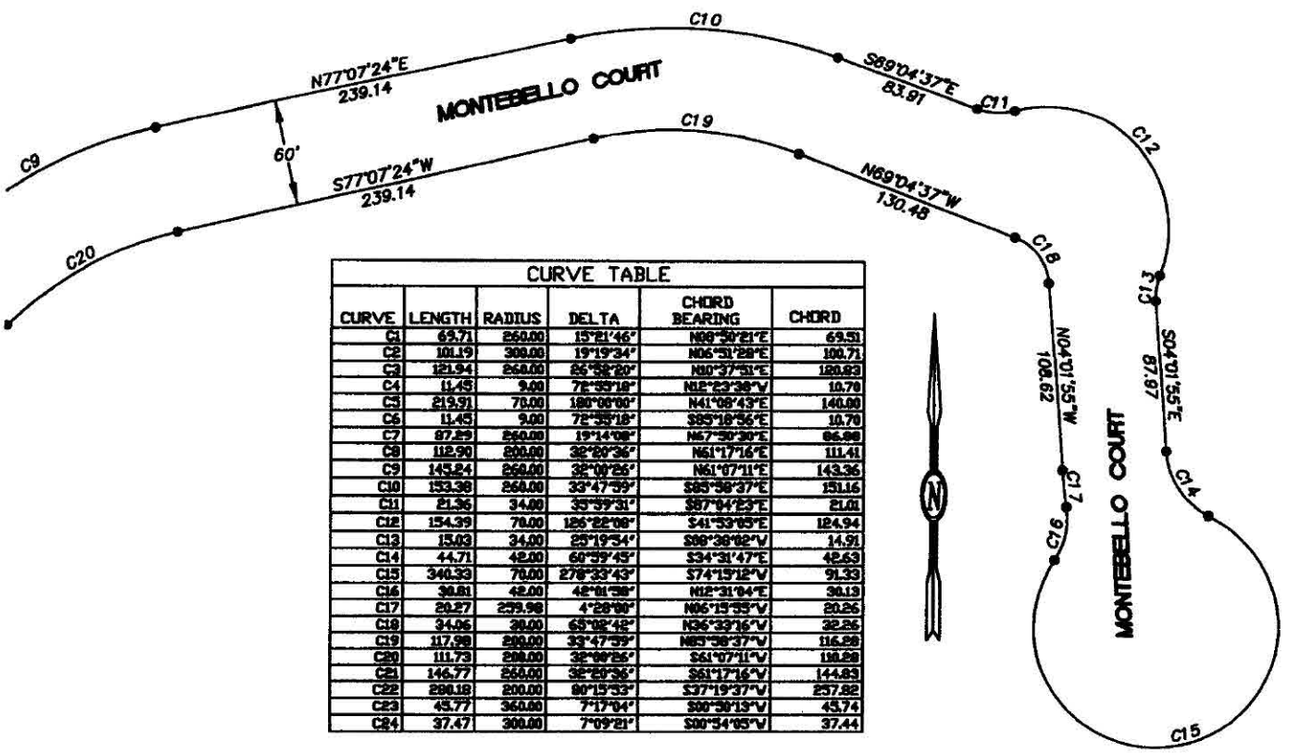
By: Joseph C. Kapelczak
JOSEPH C. KAPELCZAK RLS #24598

JCK GROUP, INC.
8615 RICHARDSON RD
COMMERCE TWP., MICHIGAN 48390
248-363-2550

LEGEND
R. = RECORDED
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o = SET NAIL / SPIKE

Drawn By: JCK	Date: 10/9/24	Job Number: 11161	Scale: 1"=100'

MONTEBELLO COURT ROW



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	69.71	260.00	15°21'46"	N88°50'21"E	69.51
C2	101.19	300.00	19°19'34"	N06°31'28"E	100.71
C3	121.94	260.00	26°52'20"	N10°37'51"E	120.83
C4	11.45	9.00	72°53'18"	N12°23'38"W	10.70
C5	219.91	70.00	180°00'00"	N41°08'43"E	140.00
C6	11.45	9.00	72°53'18"	S85°18'56"E	10.70
C7	87.29	260.00	19°14'08"	N67°30'30"E	86.88
C8	112.90	200.00	32°20'36"	N61°17'16"E	111.41
C9	145.24	260.00	32°00'26"	N61°07'11"E	143.36
C10	153.39	260.00	33°47'59"	S85°58'37"E	151.16
C11	21.36	34.00	35°59'31"	S87°04'23"E	21.01
C12	154.39	70.00	126°22'08"	S41°53'05"E	124.94
C13	15.03	34.00	25°19'54"	S09°36'02"W	14.91
C14	44.71	42.00	60°59'45"	S34°31'47"E	42.63
C15	340.33	70.00	278°33'43"	S74°15'12"W	91.33
C16	30.81	42.00	42°01'58"	N12°31'04"E	30.13
C17	20.27	279.98	4°28'00"	N06°15'55"W	20.26
C18	34.06	30.00	65°02'42"	N36°33'16"W	32.26
C19	117.98	200.00	33°47'59"	N83°38'37"W	116.28
C20	111.73	200.00	32°00'26"	S61°07'11"W	110.28
C21	146.77	260.00	32°20'36"	S61°17'16"W	144.83
C22	298.18	200.00	90°15'53"	S37°19'37"W	267.92
C23	45.77	360.00	7°17'04"	S00°30'13"W	45.74
C24	37.47	300.00	7°09'21"	S00°34'05"W	37.44

BEARINGS BASED ON NAD 83 (CORS 2011) SPC MI SOUTH ZONE

Survey for: *MIRAGE DEVELOPMENT, LLC*

0 50 100 150 200 300

SCALE 1" = 100'

STATE OF MICHIGAN
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Drawn By: JCK	Date: 10/0/24	Job Number: 11161	Scale: 1"=100'

Montebello Court Road Right of Way Description

Montebello Court located in Montebello Estates, Condominium Subdivision Plan #2172, as recorded in Liber 50223, Page 342, Oakland County records, City of Novi, Oakland County, Michigan, being part of the southeast ¼ of Section 27, T1N., R.8E., City of Novi, Oakland County, Michigan, described as follows: Beginning at a point located N87°18'00"E, 108.95' along the south line of Section 27 and N02°42'00"W, 60.00' to said point of beginning on the north right of way line of Nine Mile Road from the south ¼ corner of Section 27, to a point on a curve, thence; along a curve to the right, 69.71' to a point of reverse curve, said curve having a radius of 260.00', central angle of 15°21'46" and long chord bearing and distance of N08°50'21"E, 69.51 feet; thence along the arc of a curve to the left 101.19' to a point of tangent, said curve having a radius of 300.00', central angle of 19°19'34" and long chord bearing and distance of N06°51'28"E 100.71' thence; N02°48'19"W 169.90' to a point of curve, thence along the arc of a curve to the right 121.94' to a point of reverse curve, said curve having a radius of 260.00', central angle of 26°52'20", and long chord bearing and distance of N10°37'51"E 120.83', thence; along a curve to the left, 11.45' to a point of tangent, said curve having a radius of 9.00', central angle of 72°55'18", and long chord bearing and distance of N12°23'38"W 10.70', thence; N48°51'17"W 20.23' to a point of curve, thence; along the arc of a curve to the right 219.91' to a point of tangent, said curve having a radius of 70.00', central angle of 180°00'00" and long chord bearing and distance of N41°08'43"E 140.00', thence; S48°51'17"E, 20.23' to a point of curve, thence; along the arc of a curve to the left 11.45', to a point of reverse curve, said curve having a radius of 9.00', central angle of 72°55'18" and long chord bearing and distance of S85°18'56"E 10.70', thence along the arc of a curve to the right 87.29' to a point of reverse curve, said curve having a radius of 260.00', central angle of 19°14'08" and long chord bearing and distance of N67°50'30"E 86.88', thence; along a curve to the left 112.90' to a point of reverse curve, said curve having a radius of 200.00', central angle of 32°20'36" and long chord bearing and distance of N61°17'16"E, 111.41', thence along the arc of a curve to the right 145.24' to a point of tangent, said curve having a radius of 260.00', central angle of 32°00'26" and long chord bearing and distance of N61°07'11"E 143.36', thence; N77°07'24"E 239.14' to a point of curve, thence along the arc of a curve to the right 153.38' to a point of tangent, said curve having a radius of 260.00', central angle of 33°47'59" and long chord bearing and distance of S85°58'37"E 151.16', thence; S69°04'37"E 83.91' to a point of curve, thence along the arc of a curve to the left 21.36' to a point of reverse curve, said curve having a radius of 34.00', central angle of 35°59'31" and long chord bearing and distance of S87°04'23"E, 21.01', thence along the arc of a curve to the right 154.39' to a point of reverse curve, said curve having a radius of 70.00', central angle of 126°22'08" and long chord bearing and distance of

Survey for: *MIRAGE DEVELOPMENT, LLC*

STATE OF MICHIGAN
Joseph Carl Kapelczak
License No. 4001024598
LICENSED PROFESSIONAL SURVEYOR

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JOSEPH C. KAPELCZAK RLS #24598

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Drawn By: JCK	Date: 10/9/24	Job Number: 11161	Scale: NONE

S41°53'05"E, 124.94' thence along the arc of a curve to the left 15.03' to a point of tangent, said curve having a radius of 34.00', central angle of 25°19'54", and long chord bearing and distance of S08°38'02"W, 14.91', thence; S04°01'55"E, 87.97' to a point of curve, thence along the arc of a curve to the left 44.71' to a point of reverse curve, said curve having a radius of 42.00', central angle of 60°59'45", and long chord bearing and distance of S34°31'47"E, 42.63', thence along the arc of a curve to the right 340.33' to a point of reverse curve, said curve having a radius of 70.00', central angle of 278°33'43" and long chord bearing and distance of S74°15'12"W, 91.33', thence along the arc of a curve to the left 30.81', to a point of reverse curve, said curve having a radius of 42.00', central angle of 42°01'58" and long chord bearing and distance of N12°31'04"E, 30.13', thence along the arc of a curve to the right 20.27' to a point of tangent, said curve having a radius of 259.98', central angle of 04°28'00" and long chord bearing and distance of N06°15'55"W, 20.26', thence; N04°01'55"W 108.62' to a point of curve, thence along the arc of a curve to the left 34.06' to a point of tangent, said curve having a radius of 30.00', central angle of 65°02'42" and long chord bearing and distance of N36°33'16"W 32.26', thence; N69°04'37"W 130.48' to a point of curve, thence along the arc of a curve to the left, 117.98' to a point of tangent, said curve having a radius of 200.00', central angle of 33°47'59" and long chord bearing and distance of N85°58'37"W, 116.28', thence; S77°07'24"W, 239.14' to a point of curve, thence along the arc of a curve to the left 111.73' to a point of reverse curve, said curve having a radius of 200.00', central angle of 32°00'26" and long chord bearing and distance of S61°07'11"W 110.28', thence along the arc of a curve to the right 146.77' to a point of reverse curve, said curve having a radius of 260.00', central angle of 32°20'36" and chord bearing and distance of S61°17'16"W, 144.83', thence along the arc of a curve to the left 280.18' to a point of tangent, said curve having a radius of 200.00' central angle of 80°15'53" and long chord bearing and distance of S37°19'37"W, 257.82', thence; S02°48'19"E 169.90' to a point of curve, thence along the arc of a curve to the right, 45.77' to a point of reverse curve, said curve having a radius of 360.00', central angle of 07°17'04", and long chord bearing and distance of S00°50'13"W, 45.74', thence along the arc of a curve to the left 37.47' to a point of tangent, said curve having a radius of 300.00', central angle of 07°09'21" and long chord bearing and distance of S00°54'05"W, 37.44', thence; S02°40'36"E, 84.50' to the north right of way line of Nine Mile Road, thence; S87°18'00"W, 85.42' along the north right of way line Nine Mile Road to the point of beginning. Containing 2.93 acres.

Survey for: *MIRAGE DEVELOPMENT, LLC*

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Drawn By: JCK	Date: 10/9/24	Job Number: 11161	Scale: NONE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Mirage Development, LLC, whose address is 45380 W. 10 Mile Rd #135, Novi, Michigan 48375, for the sum of $1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey the CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, all of the street paving according to the public rights-of-way therefore established described as follows:

{Land situated in the City of Novi, Oakland County, Michigan, being described as Montebello Estates as recorded in Liber 50223 of Plats, Page 342, Oakland County Records, and all public rights-of-way, therein}

In witness whereof, the undersigned has executed these presents this 22nd day of October, 2024.

Signed by

Mirage Development, LLC, a Michigan Limited Liability Company

By: Claudio Rossi, President

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 22nd day of October, 2024, by Claudio Rossi, President of Mirage Development, LLC, a Michigan Limited Liability Company on behalf of said corporation.

Notary Public Mark Paulson
Oakland County, Michigan
My Commission Expires: 6/3/2030

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
Farmington Hills, MI 48334

Return To:
Cortney Hanson, Clerk
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

480415_1.DOC
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SWORN STATEMENT

State of Michigan

County of Oakland

Claudio Rossi, be in sworn states the following:

Mirage Development, LLC (deponent), is the owner of Montebello Estates, a real property in the City of Novi, Oakland County, Michigan.

This sworn statement is provided in accordance with the applicable laws and regulations governing the payment of contractors, laborers, and suppliers for improvements made to real property.

The following is a list of each contractor, subcontractor, supplier, or laborer for whom payment of wages, withholdings, or other compensation is due but unpaid, with whom the owner has contracted for performance under the contract. The amounts due to these individuals or entities as of [Date] are fully and accurately set forth opposite their names below:

Contractor	Type of Work	Total Contract Amount	Amount Paid	Amount Owing	Retainage	Balance to Complete
T & M Asphalt Paving	Paving	$146,756.86	$146,756.86	$0.00	$0.00	$0.00

The contractor has not procured materials from, or subcontracted with, any person or entity other than those listed in this statement and owes no money for the work other than the amounts disclosed herein.

I make this statement as the owner's representative to declare that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement, and except for potential claims of construction liens by laborers as provided under section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

Claudio Rossi

Signature of Deponent, Claudio Rossi

President

Mirage Development, LLC

10/22/2024

Date

Subscribed and sworn to before me this 22 day of October], 2024.

Mark Paulson

Notary Public Oakland County, Michigan

Acting in Oakland County

My commission expires: 06/03/2030

Date: 10/17/2024

FULL UNCONDITIONAL WAIVER

My/ our contract with : **Mirage Development**

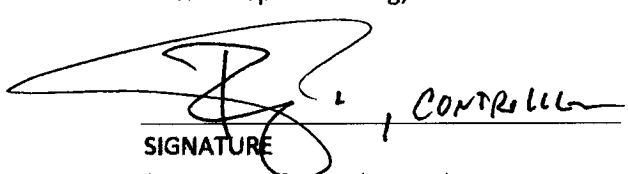
To provide : Street Paving

For the improvement to the property described as:

Montebello Estates 50-22-27-452-001 / JSP15-076

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

T & M Asphalt Paving, Inc.



SIGNATURE
(Signature of Lien Claimant)

Do not sign blank or incomplete forms.
Retain a copy for your records.

Return by email to mp.mirage@gmail.com or mail to the following:

Mirage Development
45380 W Ten Mile Rd
Suite 135
Novi, MI 48375
Fax: 248.349.0598

SPALDING DEDECKER
Engineering & Surveying Excellence since 1954

October 29, 2024

Ben Croy, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Montebello Estates – Roads Acceptance Documents Review
Novi # JSP 15-76
SDA Job No. NV16-225
APPROVED

Dear Ben Croy:

We have reviewed the Acceptance Document Package received by our office on October 28, 2024 against the Final Site Plan (Stamping Set) approved on August 25, 2016. We offer the following comments:

Road Acceptance Documents
All documents must be completed using blue/black ink as the County will reject them otherwise.

1. Warranty Deed for Interior Roads
(executed 10-22-2024, exhibits dated 10-09-2024)
APPROVED

2. Bills of Sale: Interior Roads
SUPPLIED – APPROVED
Executed October 22, 2024

3. Sworn Statement for Interior Roads
SUPPLIED – APPROVED
Executed October 22, 2024

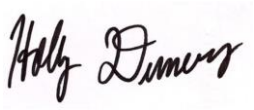
4. Waiver of Lien for Contractors Installing Interior Roads
SUPPLIED – APPROVED
Executed October 17, 2024

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Holly Demers
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ben Croy, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Rebecca Runkel, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Heather Zeigler, City of Novi
Ben Nelson, City of Novi
Milad Alesmail, City of Novi

SPALDING DEDECKER
Engineering & Surveying Excellence since 1954

October 22, 2024

Mrs. Humna Anjum
Project Engineer
Department of Public Works
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Montebello Estates
Site Work Final Approval
Novi SP No.: JSP15-0076
SDA Job No.: NV16-225

Dear Mrs. Anjum:

Please be advised that the water, sanitary sewer, storm sewer, grading, and paving for the above-referenced project are confirmed by Spalding DeDecker to be complete and in accordance with the approved construction plans. At this time, we recommend that the incomplete site work/utilities financial guarantee be released.

Please note that other appropriate City of Novi staff or consultants will address items related to landscaping, woodlands, or wetlands.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DEDECKER

Ted Meadows Digitally signed by Ted Meadows
Date: 2024.10.23 08:49:55 -04'00'

Ted Meadows
Vice President/Senior Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Claudio Rossi, Mirage Development (e-mail)
SDA Job File

CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Pure Wash located on the west side of Meadowbrook Road and north of 10 Mile Road (parcel 50-22-23-426-017).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This agreement is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site underground detention system.

BACKGROUND INFORMATION:

Pure Wash is 4,788 square-foot car wash located on the west side of Meadowbrook Road and north of Ten Mile Road. The developer of Pure Wash requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project. The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site underground detention system.

Spalding DeDecker has inspected the on-site stormwater maintenance system. The inspection approval letter dated April 25, 2024, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, May 24, 2024) and the City Engineering consultant (Spalding DeDecker, May 24, 2024) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Pure Wash located on the west side of Meadowbrook Road and North of 10 Mile Road (parcel 50-22-23-426-017).

Pure Wash SDFMEA

Location Map



Map Author: Humna Anjum
Date:10/30/2024
Project:Pure Wash
Version: 1.0

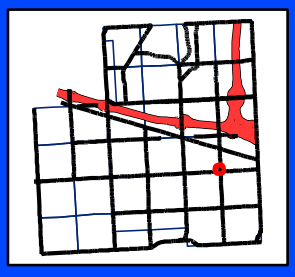
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

Legend

- Major Roads
- Minor Roads
- Project location



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

Feet
0 10 20 40 60
1 inch = 51 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 24, 2024

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Pure Wash JSP 18-0050 *Storm Drainage Facility Maintenance Easement Agreement*

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Pure Wash Development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. Subject to the City's Consulting Engineer's review and approval of the attached exhibits, the Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office. We will forward the original to the City Clerk's office upon receipt.

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

Enclosure
CC: (w/Enclosures)
Cortney Hanson, Clerk

Charles Boulard, Community Development Director
Lindsay Bell, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Rebecca Runkel, Project Engineer
Ben Nelson, Project Engineer
Alyssa Craigie, Administrative Assistant
Holly Demers, Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 18 day of MARCH, 2024 by and between Novi/Meadowbrook Shopping Center LLC, a Michigan Limited Liability Company, whose address is 30600 Northwestern Highway Suite 430, Farmington Hills, MI 48334, (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

R E C I T A T I O N S:

A. Owner is the owner and developer of a certain parcel of land situated in Section _ of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a Car Wash development on the Property. Tax Identification Number: 22-23-426-017

B. The Car Wash development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached **Exhibit B**.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation

along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
Novi/Meadowbrook Shopping Center LLC,
A Michigan Limited Liability Company

By: Meadowbrook Shopping Center
Associates L.L.C.,
Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 18th day of March, 2024 by Albert J. Ludwig, as the Authorized Agent of Meadowbrook Shopping Center.

LINDA MARIE CHECKLEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF Oakland

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 10/13/2024

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this _____day of _____ 201___, by,_____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by: Elizabeth Kudla Saarela	And when recorded return to: Cortney Hanson, City Clerk

Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	City of Novi 45175 Ten Mile Rd Novi, MI 48375

Exhibit "A"

The Land is described as follows: Situated in the City of Novi, County of Oakland, State of Michigan

Part of the Southeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the Southeast corner of said Section 23; thence North 89 degrees 35 minutes 00 seconds West 220.00 feet along the South line of said Section 23 and the center Right of Way line of Ten Mile Road; thence North 00 degrees 35 minutes 00 seconds East 60.00 feet to a point on the North Right of Way line of Ten Mile Road for a Place of Beginning; thence North 89 degrees 35 minutes 00 seconds West 624.97 feet along the North Right of Way line of Ten Mile Road; thence North 00 degrees 25 minutes 00 seconds East 400.00 feet; thence Northeasterly 314.16 feet along the arc of a circular curve concave to the Southeast having a radius of 200.00 feet, a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing North 45 degrees 25 minutes 00 seconds East 282.84 feet; thence South 89 degrees 35 minutes 00 seconds East 586.72 feet to a point on the West Right of Way line of Meadowbrook Road; thence South 00 degrees 35 minutes 00 seconds West 440.0 feet along said West Right of Way line; thence North 89 degrees 35 minutes 00 seconds West 160.00 feet; thence South 00 degrees 35 minutes 00 seconds West 160.00 feet to a point on the North Right of Way line of Ten Mile Road and the Place of Beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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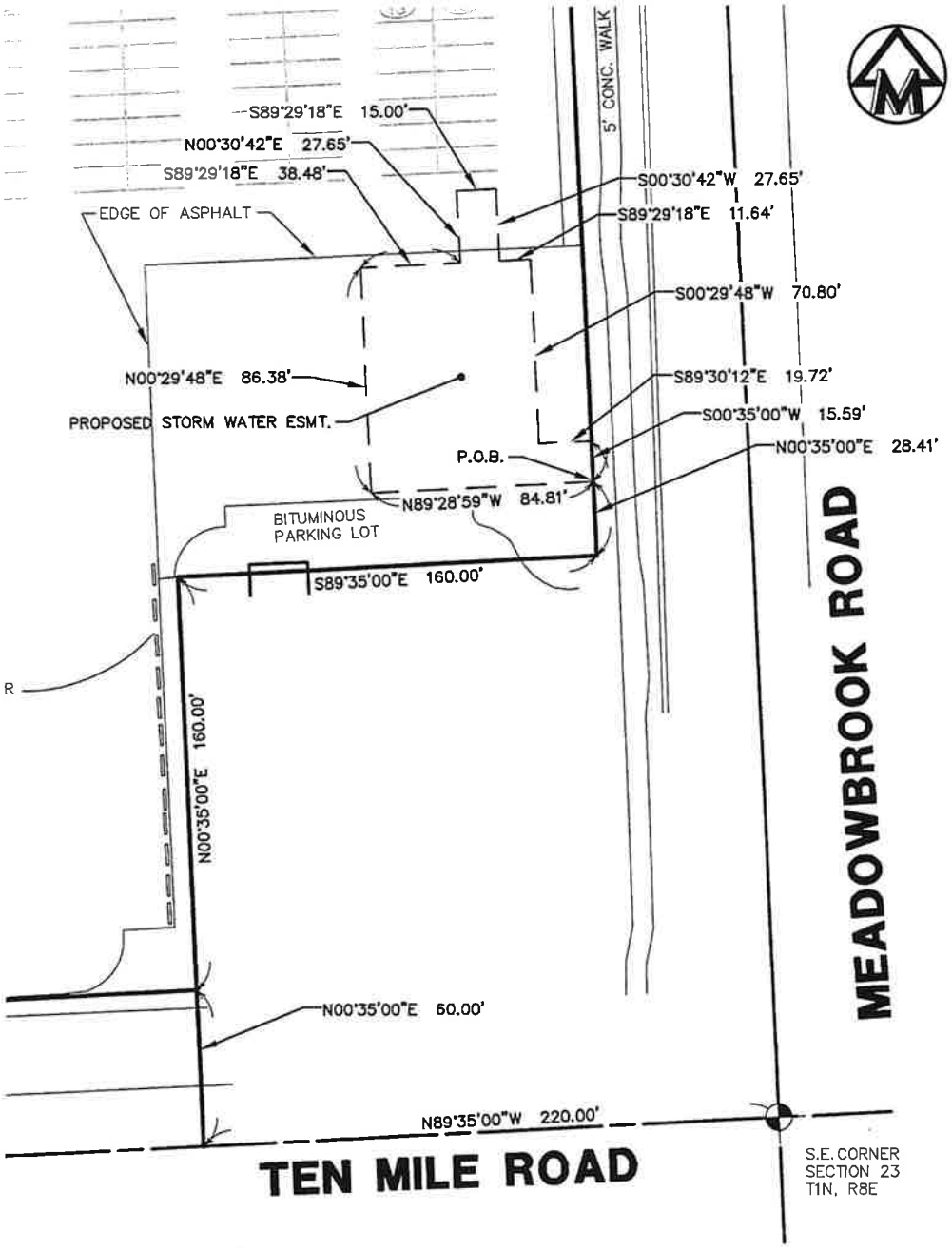
Exhibit B

Storm drainage Facility Maintenance Easement Agreement

Storm Water Facility	Maintenance Action	Corrective Action	Annual Estimated Cost for Maintenace & Repairs 1st Year	2nd Year	3rd Year
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year strom event, check for piping around culerts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	$150	$200	$225
Aqua Swirls	Regulary inspect Aqua Swirls. Remove sediment every 2-4 years or as necessary. Check for eroded tanks	Inspect and Clean	$300	$400	$500
Buffer Strips	Peridodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	$200	$250	$300
		Total:	$650	$850	$1025

Exhibit C

PROPOSED STORM WATER EASEMENT



REVISED DATE: 9/29/23

CLIENT: WASH ZONE EXPRESS	DATE: 3/17/2020
JOB NO.: **16215**	SHEET 1 OF 2
SECTION: 23 TWN: T1N RANGE: R8E	SCALE: 1in.= 50 ft.
CITY OF NOVI	BOOK:
OAKLAND COUNTY, MICHIGAN	BY: SSH

MIDWESTERN CONSULTING
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Wireless Communications • Transportation • Landfill Services

STATE OF MICHIGAN
STEFAN SCOTT HASTINGS
PROFESSIONAL SURVEYOR
No. 4001071288
LICENSED PROFESSIONAL SURVEYOR

Exhibit D

PROPOSED STORM EASEMENT
LEGAL DESCRIPTION

Part of the Southeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, commencing at the Southeast corner of said Section 23; thence N 89°35'00" W 220.00 feet along the South line of said Section 23 and the center Right-of-Way line of Ten Mile Road; thence N 00°35'00" E 60.00 feet to a point on the North Right-of-Way line of Ten Mile Road; thence N 00°35'00" E 160.00 feet; thence S 89°35'00" E 160.00 feet to the West Right-of-Way line of Meadowbrook; thence N 00°35'00" E 28.41 feet along the West Right-of-Way line of Meadowbrook Road to the Point of Beginning;

thence N 89°28'59" W 84.81 feet;
thence N 00°29'48" E 86.38 feet;
thence S 89°29'18" E 38.48 feet;
thence N 00°30'42" E 27.65 feet;
thence S 89°29'18" E 15.00 feet;
thence S 00°30'42" W 27.65 feet;
thence S 89°29'18" E 11.64 feet;
thence S 00°29'48" W 70.80 feet;
thence S 89°30'12" E 19.72 feet;
thence S 00°35'00" W 15.59 feet along the West Right-of-Way of Meadowbrook Road to the Point of Beginning. Being subject to any Easements or Restrictions.

REVISED DATE: 9/29/23

CLIENT: WASH ZONE EXPRESS	DATE: 3/17/2020
JOB NO.: **16215**	SHEET 2 OF 2
SECTION: 23 TWN: T1N RANGE: R8E	SCALE: 1in.= ft.
CITY OF NOVI	BOOK:
OAKLAND COUNTY, MICHIGAN	BY: SSH

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STATE OF MICHIGAN
STEFAN SCOTT HASTINGS
PROFESSIONAL SURVEYOR
No. 4001071299
LICENSED PROFESSIONAL SURVEYOR

SPALDING DEDECKER
Engineering & Surveying Excellence since 1954

May 24, 2024

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Pure Wash - Acceptance Documents Review
Novi # JSP18-0050
SDA Job No. NV22-213
FINAL DOCUMENTS – APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on May 15, 2024 against the Final Site Plan (Stamping Set) approved on February 22, 2021 and our as-built inspection records. We offer the following comments:

Final Acceptance Documents
The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

1. **On-Site Water System Easement**
(exhibits dated 03/17/2020)
Exhibit A (Property Description) Approved
Exhibits B (Easement Description) Approved

2. **On-Site Sanitary Sewer Manhole Access Easement**
(executed 03/18/2024: exhibit dated 03/17/2020)
Exhibits A (Parcel Description) and B (Easement Description and exhibit) Approved.

3. **Storm Drainage Facility / Maintenance Easement Agreement**
(executed 03/18/2024: exhibit dated 09/29/2023)
Exhibit A (Property Description) Approved.
Exhibit B (Schedule of Maintenance) Approved.
Exhibit C (Proposed Storm Water Easement Sketch) Approved
Exhibit D (Proposed Storm Easement Legal Description) Approved

4. **Bills of Sale: Water Supply System**
(executed 03/18/2024: exhibit dated 03/17/2020)
Exhibit Approved.

5. **Full Unconditional Waivers of Lien from contractors installing public utilities**
(executed 05/10/2024)
Received

6. **Sworn Statement signed by Developer**
(executed 03/18/2024)
Received

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated February 4, 2020 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Holly Demers
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ben Nelson, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
James Hill, City of Novi
Heather Zeigler, City of Novi

SPALDING DeDECKER
Engineering & Surveying Excellence since 1954

April 25, 2024

Mrs. Humna Anjum
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Pure Wash
Storm Water Detention System Inspection
Novi SP No.: JSP18-0050
SDA Job No.: NV22-213

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, underground detention system and outlet control structure for the above mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER

Heather Gendron
Digitally signed by Heather Gendron
Date: 2024.04.25 13:38:13-04'00'

Heather Gendron, PE
Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Richard Thomas, Creative Construction (e-mail)
SDA CE Job File

CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024

SUBJECT: Approval of claims and warrants – Warrant 1167

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, #1167 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1167

CITY OF NOVI
Warrant 1167
Tuesday, November 12, 2024

Check	Vendor Name	Description	Amount	
192716-192746	DTE ENERGY	ELECTRICITY - CITY USE	10,958.89	
192747	CITY OF PORT HURON	INVOICE: 24-0006135	403.41	
192748	COUNTY OF ST CLAIR	SEPTEMBER 2024 OVERTIME HOURS HSI BEST (HIDTA)	1,160.88	
192749	COUNTY OF ST CLAIR	AUGUST 2024 OVERTIME HOURS HSI BEST (HIDTA)	1,326.72	
192750	OAKLAND COUNTY NARCOTIC ENFORCEMENT	DET MARTINEZ 2024 OVERTIME (HIDTA)	6,000.00	
192751	OAKLAND COUNTY NARCOTIC ENFORCEMENT	DET STANDIFER 2024 OVERTIME (HIDTA)	6,000.00	
192752	OAKLAND COUNTY NARCOTIC ENFORCEMENT	D/SGT DEVITA 2024 OVERTIME (HIDTA)	6,000.00	
192753	OAKLAND COUNTY NARCOTIC ENFORCEMENT	DET COOPER 2024 OVERTIME (HIDTA)	6,000.00	
192754	OAKLAND COUNTY NARCOTIC ENFORCEMENT	DET DEARING-MANNING 2024 OVERTIME (HIDTA)	6,000.00	
192755	OAKLAND COUNTY NARCOTIC ENFORCEMENT	DET CHIMOSKI 2024 OVERTIME (HIDTA)	6,000.00	
192756	OAKLAND COUNTY NARCOTIC ENFORCEMENT	DET LUDD 2024 OVERTIME (HIDTA)	6,000.00	
192757	OAKLAND COUNTY NARCOTIC ENFORCEMENT	D/SGT MAIN 2024 OVERTIME (HIDTA)	6,000.00	
192758	OAKLAND COUNTY NARCOTIC ENFORCEMENT	DET GARCIA 2024 OVERTIME (HIDTA)	6,000.00	
192759	OAKLAND COUNTY NARCOTIC ENFORCEMENT	DET MATCHETT 2024 OVERTIME (HIDTA)	6,000.00	
192760	OAKLAND COUNTY NARCOTIC ENFORCEMENT	DET MEANS 2024 OVERTIME (HIDTA)	5,507.06	
192761	SOUTHWEST ENFORCEMENT TEAM	AUGUST 2024 OVERTIME (HIDTA)	4,287.41	
192762	SOUTHWEST ENFORCEMENT TEAM	MAY 2024 OVERTIME	960.92	
192763	ALPENA SPORTSMEN'S CLUB	SHOOTING RANGE RENTAL SEPTEMBER (HIDTA)	5,376.81	
192764	COMCAST BUSINESS	ACCOUNT 8529 10 122 0469861	182.95	
192765	GALLS, LLC	ACCOUNT 4251261 INVOICE OR27663719	491.89	
192766	KELLEY, ERICA	REIMBURSEMENT SUPPLIES	463.69	
192767	VERIZON WIRELESS	ACCOUNT 587087682-00001 INVOICE 9974621	226.88	
192768	VERIZON WIRELESS	ACCOUNT 742370064-00001 INVOICE 9972836	233.60	
192769	CONSUMERS ENERGY	STORM SEWER MAINTENANCE	740.12	
192770-192772	CONSUMERS ENERGY	HEAT	353.25	
192773-192801	DTE ENERGY	ELECTRICITY - CITY USE	47,253.23	
192802	STATE OF MICHIGAN	SALES TAX OCTOBER 2024	9.48	
192803	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00	
192804	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00	
192805	A AND R PLUMBING LLC	BUILDING MAINT (FACILITIES, PARKS MAINT, POLICE)	1,501.26	
192806	ACCUFORM PRINTING & GRAPHICS INC	OFFICE SUPPLIES	863.70	
192807	ACCURATE PARKING LOT SERVCES, INC	PARKING LOT MAINTENANCE (DPW)	1,658.30	
192808	ACE CUTTING EQUIPMENT INC	WATER LINE MAINTENANCE	128.35	
192809	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE	11.00	
192810	AECOM GREAT LAKES, INC	PROFESSIONAL SERV - VAR PROJ (STREETS, DPW, DRAIN)	198,942.64	
192811	VOID	VOID	-	V
192812	AIRGAS USA, LLC	VEHICLE MAINTENANCE	786.40	
192813	AIS CONSTRUCTION EQUIPMENT CORP	VEHICLE MAINTENANCE	323.61	
192814	ALADTEC, INC	OUTSIDE DATA PROCESSING	543.26	
192815	ALLIANCE HEALTH AND LIFE	EMPLOYEE HEALTHCARE INSURANCE	15,680.00	
192816	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE (LIBRARY)	1,334.80	
192817	ALMUFTI, BAHA	PER DIEM MI ASSOC OF HOSTAGE NEGOTIATORS	62.00	
192818	ALTECH DOORS LLC	BUILDING MAINTENANCE	187.50	
192819	AMAZON	COMPUTER SUPPLIES (LIBRARY)	1,768.40	
192820	AMERICAN GENERATORS SALES AND	LIFT STATION MAINTENANCE (DRAIN)	3,346.50	
192821	AMERICAN HEART ASSOCIATION INC.	CONFERENCE	680.00	
192822	APPLIED INNOVATION	INTERNAL TECHNOLOGY COMMUNITY RELATION	21.74	
192823	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	153.71	
192824	ARC	OPERATING SUPPLIES	197.81	
192825	ASCENSION	2024 SUM PROPERTY TAX REFUND 50-99-00-009-285	8,576.96	
192826	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE	988.00	
192827	ASCENSION PROVIDENCE HOSPITAL	OPERATING SUPPLIES - ER VISIT OFFICERS (POLICE)	2,745.00	
192828	B & B LANDSCAPING	GROUNDS MAINT (FACILITIES, DPW, DRAIN, STREETS)	22,265.00	
192829	B&M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,000.00	
192830	BELL, DEVLIN	YOUTH BASKETBALL	200.00	
192831	BELLE TIRE	VEHICLE MAINTENANCE (POLICE, W&S)	1,293.94	
192832	BERGTOLD, JASON	REIMBURSEMENT FTO MEETING SUPPLIES	88.17	
192833	BESK, DANIEL	YOUTH BASKETBALL	360.00	
192834	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTHCARE INSURANCE	34,433.72	
192835	BLUE STAR, INC.	REFUND HYDRANT DEPOSIT 24-28 (ESCROW)	2,078.00	

192836	BOULARD, CHARLES	REIMBURSEMENT	30.00
192837	BOUND TREE MEDICAL LLC	OPERATING SUPPLIES (FIRE)	3,355.87
192838	BRIGHTSOURCE LIGHTING SOLUTIONS LLC	OPERATING SUPPLIES (FIRE, FACILITIES)	1,533.47
192839	BRODART CO.	LIBRARY BOOKS	1,948.44
192840	BROKER SOLUTIONS INC	BLDG. BOND REFUND (ESCROW)	3,327.00
192841	BROKER SOLUTIONS INC	BLDG. BOND REFUND (ESCROW)	1,000.00
192842	BSN SPORTS INC.	YOUTH SOCCER	397.71
192843	CADILLAC ASPHALT LLC	ROUTINE MAINTENANCE	523.06
192844	CAMBRIDGE OF NOVI, LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
192845	CANFIELD EQUIPMENT SERVICES INC.	VEHICLE MAINTENANCE (POLICE)	1,056.00
192846	CANON FINANCIAL SERVICES INC	EQUIPMENT RENTAL - COPIER (IT)	3,678.81
192847	CARLETON EQUIPMENT COMPANY, INC.	VEHICLE MAINTENANCE	442.13
192848	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW SERV (COMM DEV)	4,475.00
192849	CARRIER & GABLE INC	SIGNING SUPPLIES	278.00
192850	CASH SOD FARM	WATER LINE MAINTENANCE	216.00
192851	CATALIS PUBLIC WORKS & CITIZEN	INTERNAL TECHNOLOGY - CITYWIDE (IT)	15,088.44
192852	CAUCHI, PATRICIA	PETTY CASH	112.16
192853	CDW GOVERNMENT LLC	OFFICE SUPPLIES (POLICE, DPW)	8,592.93
192854	CENTER POINT LARGE PRINT	LIBRARY BOOKS	48.54
192855	CHARTER COMMUNICATIONS	BLDG. BOND REFUND (ESCROW)	1,500.00
192856	CHET'S RENT-ALL INC.	GASOLINE AND OIL	174.34
192857	CINTAS CORP	SUPPLIES UNIFORMS	578.80
192858	CONTRACTOR'S CLOTHING CO.	SUPPLIES UNIFORMS (PARKS MAINT, DPW)	1,877.79
192859	CORBY ENERGY SERVICES, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
192860	COSTAR REALTY INFORMATION INC	INTERNAL TECHNOLOGY (CM, ASSESSOR, ECON DEV)	1,910.12
192861	CRANBROOK CUSTOM HOMES	BLDG. BOND REFUND (ESCROW)	1,500.00
192862	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES	961.50
192863	CREATURE CONTROL LLC	VILLA BARR PROPERTY	530.00
192864	CUTMYTREEDOWN.COM	FORESTRY MAINTENANCE(TREE FUND)	17,645.00
192865	D AND D WATER AND SEWER INC	WATER SERVICE INSTALLATIONS (W&S)	112,859.10
192866	D S HOMES LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
192867	DC DENTAL, INC	OPERATING SUPPLIES	17.25
192868	DEANGELIS DIAMOND CONSTRUCTION LLC	CONST: JESSICA'S SPLASH PAD AT BOSCO (CIP)	103,749.91
192869	DELL MARKETING L.P.	INTERNAL TECHNOLOGY (CLERK, CM)	2,981.32
192870	DMW SALES & SERVICE, INC	EQUIPMENT MAINTENANCE	639.97
192871	DORNBOS SIGN & SAFETY INC	SIGNING SUPPLIES (DPW)	1,590.70
192872-192874	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES (ESCROW)	21,820.00
192875	DTE ENERGY	BLDG. BOND REFUND (ESCROW)	1,000.00
192876	ELBEN, SUSAN	OPERATING SUPPLIES	220.00
192877	ELLSWORTH INDUSTRIES INC.	ROUTINE MAINTENANCE (STREETS, DRAIN)	3,173.79
192878	ETNA SUPPLY	WATER LINE MAINTENANCE (W&S)	1,901.87
192879	EVERON LLC	BUILDING MAINTENANCE	691.00
192880	FASTENAL COMPANY	WATER LINE MAINTENANCE	233.12
192881	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE (POLICE)	3,129.02
192882	FERGUSON WATERWORKS #3386	WATER METERS (W&S)	2,700.00
192883	FIRST LINE TRAINING SOLUTIONS LLC	EDUCATION AND TRAINING	200.00
192884	FLINT NEW HOLLAND INC.	LAWN MOWER MAINTENANCE	431.84
192885	FOSTER, SWIFT, COLLINS & SMITH, P.C	LEGAL FEES	931.00
192886	FOX, CASEY	PER DIEM CONFERENCE	129.00
192887	FRICKE, LINDSAY	MILEAGE REIMBURSEMENT	36.18
192888	FRIENDS OF THE ROUGE	WATERSHED MONITORING PROGRAM (DRAIN)	1,750.00
192889	G2 CONSULTING GROUP, LLC.	GEOTECH: 13 MILE REHAB (M-5 TO HAGGERTY) (STREETS)	34,475.00
192890	GALE/CENGAGE LEARNING	LIBRARY BOOKS	151.95
192891	GANGADHARAN, ANAND & ANITHA A	BLDG. BOND REFUND (ESCROW)	1,000.00
192892	GANGADHARAN, ANAND & ANITHA A	BLDG. BOND REFUND (ESCROW)	500.00
192893	GARY'S CATERING INC	SUPPLIES PRISONER MEALS	235.50
192894	GIBBONS, MARIO	MILEAGE REIMBURSEMENT	163.48
192895	GRAINGER INC, W W	OPERATING SUPPLIES	38.14
192896	GRAPHIK CONCEPTS INC	VEHICLE NEW INSTALL (FORFEITURE)	4,884.20
192897	GRAY, SCOTT	YOUTH VOLLEYBALL	160.00
192898	GREAT LAKES ACE	OPERATING SUPPLIES	166.30
192899	GREAT LAKES POWER & LIGHTING INC.	ROUTINE MAINT (FACILITIES, POLICE, PARKS, W&S)	11,070.33
192900	GREEN OAK TIRE INC.	VEHICLE MAINTENANCE (FIRE)	1,478.00
192901	GUIDOBONO BUILDING CO	BLDG. BOND REFUND (ESCROW)	5,000.00
192902	GUNNERS METERS & PARTS, INC.	WATER METERS	708.00
192903	HADLEY'S TOWING LLC	VEHICLE MAINTENANCE (WATER & SEWER)	2,300.00
192904	HALL, KEVIN M.	ADULT BASKETBALL	80.00
192905	HANSON RENAISSANCE COURT REPORTERS	PROFESSIONAL SERVICES	677.51

192906	HAROLD'S FRAME SHOP, INC	VEHICLE MAINTENANCE (DPW)	3,307.50
192907	HARRELL'S, LLC	GROUNDS MAINTENANCE	684.00
192908	HAVENER TECH	STORM SEWER MAINTENANCE (DRAIN)	299,750.00
192909	HEALEY FIRE PROTECTION INC.	BUILDING MAINTENANCE	920.00
192910	HISTORICAL SOCIETY OF MICHIGAN	HISTORICAL COMMISSION	50.00
192911	HOLOWICKI, JESS	REIMBURSEMENT CONFERENCE	57.03
192912	HOME DEPOT CREDIT SERVICES	EQUIPMENT MAINTENANCE	955.50
192913	HQI PAINTERS INC.	BUILDING MAINTENANCE (POLICE, FACILITIES)	2,400.00
192914	IDENTISYS INC	OPERATING SUPPLIES	548.12
192915	IMAGAMERICA	EMPLOYEE WELLNESS PROGRAM (COMM REL)	3,406.54
192916	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	430.00
192917	JEFF THE ENTERTAINER	OLDER ADULTS SPECIAL EVENTS	350.00
192918	JENKINS, DENNIS KEITH	YOUTH BASKETBALL	200.00
192919	JETT PUMP & VALVE LLC	WATER LINE MAINTENANCE (WATER & SEWER)	24,274.79
192920	JF SINELLI CEMENT LLC	BLDG. BOND REFUND (ESCROW)	500.00
192921	JOHN'S SANITATION SERVICE	YOUTH SOCCER (PARKS & REC)	2,859.50
192922	KENNEDY INDUSTRIES INC	LIFT STATION MAINTENANCE (WATER & SEWER)	8,775.00
192923	KIMBALL MIDWEST	OPERATING SUPPLIES (DPW)	1,048.05
192924	LAFONTAINE CHEVROLET PLYMOUTH	VEHICLE MAINTENANCE (FIRE)	1,828.62
192925	LAVEIRGE, WILFORD	YOUTH BASKETBALL	160.00
192926	LEDBETTER LAWN SERVICE	WEED CUTTING - ORDINANCE (COMM DEV)	1,025.00
192927	LIBRARY NETWORK, THE	OPERATING SUPPLIES	517.50
192928	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE (TREE FUND)	6,421.25
192929	LIVING AND LEARNING ENRICHMENT CENT	BLDG. BOND REFUND (ESCROW)	1,109.00
192930	LOSACCO, STEVEN	IAEI ANNUAL MEETING REIMBURSEMENTS	667.56
192931	LUNGHAMER FORD OF OWOSSO LLC	(3) 2025 INTERCEPTOR ECPLORER HYBRIDS (POLICE)	142,464.00
192932	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE (POLICE, DPW)	2,726.49
192933	M/I HOMES OF MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	750.00
192934	M/I HOMES OF MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	750.00
192935	MACQUEEN EMERGENCY	UNIFORMS NEW RECRUITS	247.99
192936	MAJOR CONSTRUCTION GROUP, INC	ROUTINE MAINTENANCE (STREETS)	21,697.40
192937	MARK'S OUTDOOR POWER EQUIPMENT	LAWN MOWER MAINTENANCE	110.97
192938	MARSH POWER TOOLS	OPERATING SUPPLIES	228.97
192939	MARTIN, JOHN	PER DIEM 75TH MFSIA CONFERENCE	141.00
192940	MARTINO HOME IMPROVEMENTS	BLDG. BOND REFUND (ESCROW)	500.00
192941	MATTIES, JAMES	PER DIEM CONFERENCE	129.00
192942	MCKENNA ASSOCIATES INC	BUILDING, TRADE & PLAN REVIEW (CDBG, COMM DEV)	3,388.75
192943	MEDSTAR INC	OPERATING SUPPLIES (POLICE)	2,100.00
192944	MEG DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	7,100.00
192945	MEG DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	700.00
192946	MICHIGAN AUTOMATIC SPRINKLER INC	GROUNDS MAINTENANCE (FACILITIES, PARKS MAINT)	1,580.00
192947	MICHIGAN STATE UNIVERSITY FEDERAL CREDIT UNION	BLDG. BOND REFUND (ESCROW)	15,500.00
192948	MICHIGAN STATE UNIVERSITY FEDERAL CREDIT UNION	BLDG. BOND REFUND (ESCROW)	33,486.00
192949	MIDWEST COLLABORATIVE FOR LIBRARY	CONFERENCE	60.00
192950	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS (LIBRARY)	1,196.50
192951	MOBILE COMMUNICATIONS AMERICA INC	RADIO MAINTENANCE	867.75
192952	MUNICIPAL EMERGENCY SERVICES	VEHICLE MAINTENANCE (FIRE)	5,798.00
192953	MUTT MITT	GROUNDS MAINTENANCE (PARKS & REC)	1,439.85
192954	NOVI CHAMBER OF COMMERCE	COMMUNITY PROMOTION	250.00
192955	NOVI TOWN CENTER PLAZA, LLC	BLDG. BOND REFUND (ESCROW)	2,800.00
192956-192963	NOVI, CITY OF	CITY'S SHARE OF FEES RECEIVED	75,008.41
192964	O'LEARY, SHANNON	MILEAGE REIMBURSEMENT	36.68
192965	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	631.20
192966	OAKLAND COUNTY TREASURERS	OUTSIDE DATA PROCESSING (FIRE, POLICE)	2,177.26
192967	OCCUPATIONAL HEALTH CENTERS OF	MEDICAL SERVICE	196.00
192968	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	776.04
192969	ON DUTY GEAR, LLC	VEST PURCHASES 2024-25 (POLICE)	1,015.00
192970	ORKIN	BUILDING MAINTENANCE	935.51
192971	OSCAR W. LARSON CO.	GASOLINE AND OIL	469.59
192972	OTIS ELEVATOR COMPANY	BUILDING MAINTENANCE (FACILITIES, POLICE)	1,568.37
192973	PAMAR ENTERPRISES, INC.	CONSTRUCT: SS UPGRADES (LANNYS & DRAKE)(W&S)	219,938.73
192974	PARAGON LABORATORIES, INC.	WATER LINE MAINTENANCE	75.00
192975	PAULK, JAMES	PER DIEM CONFERENCE	129.00
192976	PEOPLE DRIVEN TECHNOLOGY, INC	INTERNAL TECHNOLOGY (IT)	3,258.75
192977	PEOPLE'S EXPRESS	OLDER ADULTS TRANSPORTATION (PARKS & REC)	4,032.00
192978	PERSON, KEVIN	YOUTH BASKETBALL	340.00
192979	PETTY, ROBERT	PER DIEM / MILEAGE REIMBURSEMENT MIGMIS	462.34
192980	PETTY, ROBERT	IFMA PER DIEM / CONFERENCE EXPENSES (IT)	1,854.23

192981	PRIORITY ONE EMERGENCY	SUPPLIES UNIFORMS	70.99
192982	PSTGP, LLC	EDUCATION AND TRAINING (POLICE)	1,800.00
192983	PURE TECHNOLOGIES U.S. INC.	INSPECTION: PCCP WATER MAIN CONDITION (W&S)	3,150.00
192984	QUADIENT INC	POSTAGE MACHINE (CLERK)	12,794.00
192985	QUILL CORPORATION	OFFICE SUPPLIES	215.35
192986	R & R FIRE TRUCK REPAIR INC	VEHICLE MAINTENANCE	752.38
192987	REA & SON CEMENT CO	BLDG. BOND REFUND (ESCROW)	500.00
192988	REA & SON CEMENT CO	BLDG. BOND REFUND (ESCROW)	500.00
192989	REALGISTICS CORPORATION	BLDG. BOND REFUND (ESCROW)	500.00
192990	REALGISTICS CORPORATION	BLDG. BOND REFUND (ESCROW)	400.00
192991	REALGISTICS CORPORATION	BLDG. BOND REFUND (ESCROW)	750.00
192992	REASON, DANIEL A	YOUTH BASKETBALL	80.00
192993	RED WING SHOE STORE	SUPPLIES UNIFORMS	178.49
192994	RM DISTRIBUTORS	CONFERENCE (DPW, W&S)	4,400.00
192995	ROAD COMMISSION FOR OAKLAND COUNTY	10 MILE ROAD MEADOWBROOK ROAD TO HAGGERTY	167.84
192996	ROBINSON, MARY	REIMBURSEMENT	77.86
192997	ROMANA CONSTRUCTION INC	BLDG. BOND REFUND (ESCROW)	500.00
192998	RONAN, KELSEY J.	PROGRAMMING EXPENSE (LIBRARY)	2,000.00
192999	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES (ESCROW, DPW, POLICE)	12,186.90
193000	ROYAL TRUCK & TRAILER SALES & SVC	VEHICLE MAINTENANCE (DPW, W&S)	4,705.42
193001	RYL FLEXIBILTY THERAPIES LLC	OLDER ADULTS MASSAGE (PARKS & REC)	2,034.00
193002	SALOWICH, KEITH	PER DIEM / CONFERENCE EXPENSES	109.00
193003	SAM'S CLUB DIRECT	CONFERENCE	216.92
193004	SARAIYA, AMAR A	BLDG. BOND REFUND (ESCROW)	400.00
193005	SCHOOLCRAFT COLLEGE	EDUCATION AND TRAINING (POLICE)	1,600.00
193006	SCHWARTZ, MARGARET	OLDER ADULTS MASSAGE	867.00
193007	SCODELLER CONSTRUCTION, INC.	ROUTINE MAINTENANCE (LOCAL STREETS)	83,619.48
193008	SIGNATURE SERVICES	ROUTINE MAINTENANCE (POLICE, MUNI STREETS)	4,813.80
193009	SITEONE LANDSCAPE SUPPLY, LLC	OPERATING SUPPLIES (PARKS MAINT)	4,070.99
193010	SKILLPATH SEMINARS	PROFESSIONAL SERVICES	798.00
193011	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES - CITYWIDE	1,228.61
193012	SOVEL'S SERVICE CENTER	VEHICLE MAINTENANCE (FIRE)	1,132.08
193013-193028	SPALDING DE DECKER	PROFESSIONAL SERVICES (DPW, ESCROW)	68,003.05
193029	SPARTAN DISTRIBUTORS INC	LAWN MOWER MAINTENANCE	778.41
193030	SPICER GROUP INC	PRCS STRATEGIC MASTER PLAN (PARKS & REC)	3,831.50
193031	SQUEAKY SHINE CAR WASH	VEHICLE MAINTENANCE	305.00
193032	STANLEY STEEMER INTERNATIONAL	BUILDING MAINTENANCE	594.00
193033	STATE OF MICHIGAN	PROFESSIONAL SERVICE (WATER & SEWER)	10,508.57
193034	STATE OF MICHIGAN	COST SHARE: WIXOM ROAD REHABILITATION (STREETS)	27,245.75
193035	STEIN, KEVIN B.	ADULT SOFTBALL (PARKS & REC)	2,112.00
193036	STOUDT, JOHN	REIMBURSEMENT	8.00
193037	SUBURBAN CHRYSLER DODGE JEEP RAM	VEHICLE MAINTENANCE	569.80
193038	SUBURBAN LANDSCAPE SUPPLY	WATER LINE MAINTENANCE	695.00
193039	SUPER FLEET MASTERCARD	GASOLINE AND OIL	39.45
193040	SUPERIOR HOSPITALITY MANAGEMENT LLC	BLDG. BOND REFUND (ESCROW)	53,790.00
193041	SYSTEMP CORPORATION	BUILDING MAINTENANCE	927.50
193042	TATE, MIKE	PER DIEM CONFERENCE	129.00
193043	TF NOVI MI LLC	2024 SUM PROPERTY TAX REFUND 50-22-14-100-042	31,902.62
193044	THOMAS J HAJDUK	UB REFUND 41388 BELDEN CIRCLE	215.06
193045	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
193046	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
193047	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
193048	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
193049	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00
193050	TRADESMEN FASTNER & TOOL INC	LAWN MOWER MAINTENANCE	15.18
193051	TRI-COUNTY INTERNATIONAL	VEHICLE MAINTENANCE (DPW)	1,130.93
193052	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE	119.87
193053	TRUE BLUE INVESTGATIONS LLC	RECRUITMENT PAID ON CALL (FIRE)	5,950.00
193054	TUMBLEBUNNIES GYMNASTICS INC	YOUTH PROGRAMS (PARKS & REC)	1,260.00
193055	USA BLUEBOOK	WATER LINE MAINTENANCE (W&S)	2,259.77
193056	VARIPRO	EMPLOYEE FLEXIBLE SPENDING REIMBURSMENT	1,832.73
193057	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE	601.14
193058	VASA V HOMES LLC	BLDG. BOND REFUND (ESCROW)	1,200.00
193059	VENTO CONCRETE	BLDG. BOND REFUND (ESCROW)	550.00
193060	VERITACORP	BLDG. BOND REFUND (ESCROW)	1,500.00
193061	VIBE CREDIT UNION	BLDG. BOND REFUND (ESCROW)	1,000.00
193062	VIBE CREDIT UNION	BLDG. BOND REFUND (ESCROW)	5,806.00
193063	VIBE CREDIT UNION	BLDG. BOND REFUND (ESCROW)	4,200.00

193064	VIBE CREDIT UNION	BLDG. BOND REFUND (ESCROW)	500.00
193065	VIBE CREDIT UNION	BLDG. BOND REFUND (ESCROW)	1,629.00
193066	VIBE CREDIT UNION	BLDG. BOND REFUND (ESCROW)	3,200.00
193067	VIBE CREDIT UNION	BLDG. BOND REFUND (ESCROW)	400.00
193068	WALL, MICHAEL	MILEAGE REIMBURSEMENT	268.00
193069	WALL, MICHAEL	PER DIEM / CONFERENCE EXPENSES (COMM DEV)	1,552.00
193070	WANG, YANG & CHENG, YEN XIAO	BLDG. BOND REFUND (ESCROW)	800.00
193071	WANG, YANG & CHENG, YEN XIAO	BLDG. BOND REFUND (ESCROW)	750.00
193072	WANG, YANG & CHENG, YEN XIAO	BLDG. BOND REFUND (ESCROW)	5,600.00
193073	WATERFRONT PUBLIC HOUSE, LLC	BLDG. BOND REFUND (ESCROW)	2,928.00
193074	WATERFRONT PUBLIC HOUSE, LLC	BLDG. BOND REFUND (ESCROW)	4,465.00
193075	WEINGARTZ SUPPLY CO INC	LAWN MOWER MAINTENANCE (DPW, PARKS MAINT)	1,252.52
193076	WIKTOROWSKI, MATT	PER DIEM CONFERENCE	111.00
193077	WILLIAMS, WENDY	OLDER ADULTS FITNESS	652.80
193078	WITMER PUBLIC SAFETY GROUP INC	VEHICLE MAINTENANCE	495.96
193079	WIXOM COLLISION	INSURANCE DEDUCTIBLES (GF)	7,007.20
193080	VOID	VOID	- V
193081	SPALDING DE DECKER	ENGINEERING CONSULTANT	200.00
		GRAND TOTAL	**$ 2,202,384.21**

GENERAL FUND	101	474,725.63
MAJOR STREET FUND	202	109,290.61
LOCAL STREET FUND	203	186,965.70
MUNICIPAL STREET FUND	204	38,273.64
PARKS, REC & CULTURAL SVCS FUND	208	26,255.21
DRAIN FUND	211	324,512.25
TREE FUND	213	24,175.25
FORFEITURE FUND	262	4,884.20
LIBRARY FUND	271	17,668.39
LIBRARY CONTRIBUTION FUND	272	2,081.94
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	891.25
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	103,749.91
WATER AND SEWER FUND	592	407,343.97
SELF INSURANCE - HEALTH CARE FUND	677	15,680.00
AGENCY FUND	701	344,784.46
CURRENT TAX COLLECTION FUND	703	40,479.58
MI HIDTA	725	80,622.22
	GRAND TOTAL	**$ 2,202,384.21**