

CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
November 25, 2019 | 7:00 PM
Council Chambers | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0460

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Gatt, Mayor Pro Tem Staudt, Council Members Breen, Casey, Crawford, Fischer, Mutch

APPROVAL OF AGENDA

PUBLIC HEARINGS

- [1.](#) CDBG Public Hearing

PRESENTATIONS

- [1.](#) Novi Rotary Foundation's Feed the Need Summer Lunch Program - Tia Marie Sanders, Program Coordinator

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 of requests from McGuires' Restaurant LLC, d/b/a Guernsey Farms Dairy:

- A) Approval of a request for Special Land Use approval for service of alcoholic beverages, for the reasons stated in the Special Land Use approval.
- B) Approval of request to transfer ownership of escrowed 2018 Class C license from Point Five Property Management LLC located at 400 W. Maple Road, Troy, MI 48084 to 21300 Novi Road Suite B, Northville, MI 48167 with new SDM license, new Sunday Sales Permit (AM/PM), and new Entertainment Permit to McGuire's Restaurant LLC, d/b/a Guernsey Farms Dairy, located at 21300 Novi Road Suite B, Northville, MI 48167 in the City of Novi, because the updated site layout and façade improvements proposed by licensee and the applicant's offering an extensive menu of homemade in-house specializations is in fact unique as compared to other venues in the area, because the proposed use offering additional family oriented dining will foster or generate economic development or growth within the area surrounding the restaurant, and the applicant's investment in modernizing the layout provides added financial investment on the part of a long-term business with recognized ties to the city and the local community.

2. Approval of Zoning Ordinance Text Amendment 18.290 an ordinance to update Zoning Ordinance standards for hotels, including minimum parking, open space, and loading requirements. **FIRST READING**

3. Consideration to approve Fourth Amendment to the previously-approved Conditional Agreement of Purchase and Sale on North Grand River City Property, located north of Grand River Avenue, east of Town Center Drive.

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

COMMITTEE REPORTS

MAYOR AND COUNCIL ISSUES

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

COMMUNICATIONS

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

A. Approval of Minutes of November 12, 2019 - Regular Meeting

B. Enter Executive Session immediately following the regular meeting of November 25, 2019 in the Council Annex for the purpose of discussing property acquisition.

- C. Consideration of the Program Year 2020 Community Development Block Grant (CDBG) application in the approximate amount of \$130,530 and authorization of the Mayor to sign the application.
- D. Approval to award Hanka Advisor, LLC contract services related to federal grant writing services in the amount of \$22,000 with the goal of obtaining federal funding in support of the project to improve and widen Beck Road from Pontiac Trail to 8 Mile Road and amend the budget.
- E. Acceptance of a Woodland Conservation Easement and a Wetland Conservation Easement from A123 Real Estate Ventures, LLC for woodland and wetland conservation areas offered as a part of the A123 Systems development, located on the west side of Cabaret Drive, south of Twelve Mile Road in Section 15 of the City.
- F. Acceptance of four donated sidewalk easements as part of the 2019 Pathways and ADA project on Haggerty Road, Grand River Avenue and Wixom Road.
- G. Acceptance of a sidewalk easement from Haggerty Project, LLC, for construction of a sidewalk along the west side of Haggerty Road between Eight Mile Road and Nine Mile Road (parcel 22-36-400-019) in the amount of \$23,000, conditioned upon receipt of a properly executed easement from grantor.
- H. Approval to award the heating, ventilation, and air conditioning (HVAC) services contact to R.W. Mead & Sons, Inc. for one year with the option of three additional years. The contract includes scheduled inspection, preventative maintenance, and service/repair at an estimated cost of \$64,000.
- L. Consideration of Ordinance No. 19-195, an Ordinance to Amend the City of Novi Code of Ordinances, at Chapter 12, "Drainage and Flood Damage Prevention," to add Article IV, "Illicit Discharge Elimination Program," to Regulate Non-Stormwater Discharge. **SECOND READING**
- J. Approval of a Storm Drainage Facility Maintenance Easement Agreement from Servman, LLC for the Suburban Showplace Expansion project located west of Taft Road and north of Grand River Avenue (parcel 50-22-16-176-021 and 50-22-16-251-024).
- K. Approval of Traffic Control Order 19-06 for a designated No Parking zone located on Bernstadt Street, approximately 200 feet south of South Lake Drive.
- L. Approval of resolution to revise and update the precinct boundaries and polling locations in the City of Novi.
- M. Approval of the request of DTN Management/Tricap Holdings for The Bond development for First Amendment to Development Agreement, to allow an increase in the number of apartments allowed in the previously-approved mixed use development from 255 apartments to 260 apartments, and amendment to preliminary site plan approval to increase the allowable room count by 14 rooms, from 627 rooms to 641 rooms. The property is zoned Town Center-1 and is located on the southwest side of Flint Street south of Grand River Avenue and west of Novi Road. The applicant is proposing a mixed-use in two four-story multi-

family residential buildings with a total of 260 apartments and a 5,578 square foot single-story commercial building.

[N.](#) Amend investment policy to add additional approved financial institutions.

[O.](#) Approval of Claims and Warrants – Warrant No. 1048

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.

We kindly request that you turn off all cell phones while in the Council Chambers. Thank you.

City of Novi
Notice of Public Hearing
Community Development Block Grant Funds

NOTICE IS HEREBY GIVEN that the City of Novi will hold a Public Hearing on the use of Community Development Block Grant Funds. The Hearing will be held Monday, November 25, 2019 at 7:00 p.m., EST, at the Novi Civic Center, 45175 Ten Mile Road, Novi, Michigan 48375, for the purpose of hearing public comments on the Community Development Block Grant Program Year 2020 application in the approximate amount of \$130,530 to fund eligible projects.

All interested citizens are requested to attend this Hearing. Comments will also be received in writing or in person at the City Clerk's Office, 45175 Ten Mile Road, Novi, Michigan 48375, until 5:00 p.m., November 25, 2019. Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter will be made upon receiving 72-hour advance notice. Contact City Clerk, Cortney Hanson at 248-347-0456 for special services.

CORTNEY HANSON
CITY CLERK

Published: November 14, 2019

LO-0000354125 3x2.5

Novi Rotary Foundations Feed the Need Summertime Lunch Program

Presented By Tia Marie Sanders, Program Coordinator

2015-1,700 Lunches

2016-5,280 Lunches

2017-6,207 Lunches

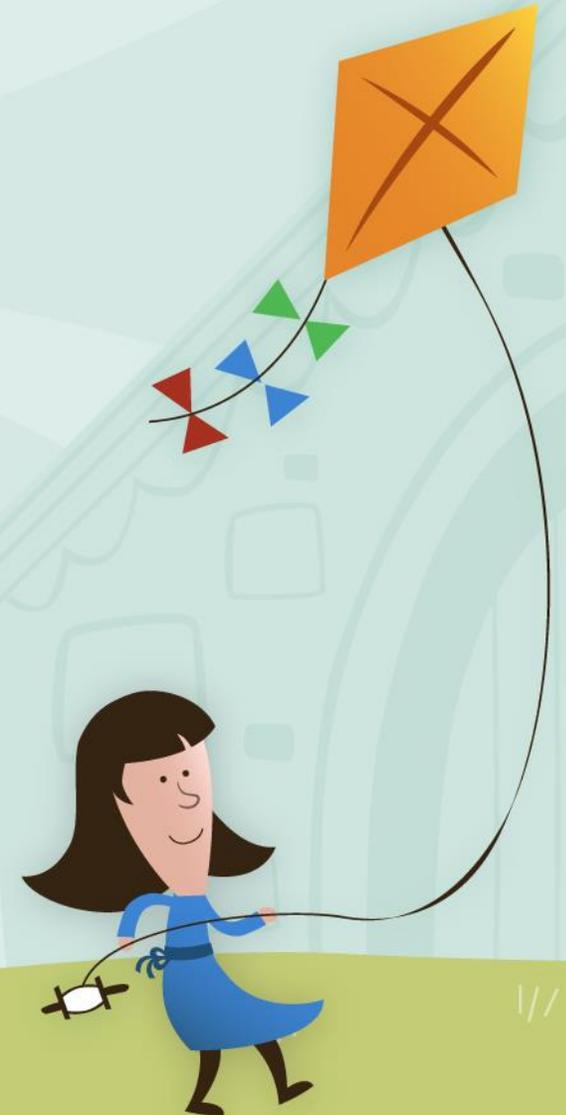
2018- 8,323 Lunches

2019- **10,535 lunches**

2020- **HERE WE COME!!!!**



Rotary
Club of Novi, Michigan





Who Do We Help?



The mission of Feed the Need is to feed each child's body, mind and spirit in a dignified manner.

Novi has nearly 1000 students who don't have lunch over the summer when school is out for 11 weeks.

FTN Serves all children who need it the most. This past summer we gave out over **10,500 lunches!**

We also focus on nutrition education for healthy choices and fitness.



Everyone is Welcome!



Where do we help?

Village Oaks Elementary School- Main

Oakland Glens Park Mobile Home

Novi Ridge Apartments

Novi High School

FlexTech High School

Country Cousin Mobile Home Park (Tues. Only)



Rotary
Club of Novi, Michigan



What are the totals?

Location	Total Lunches	Avg. Daily Count	# of Days
Village Oaks Elementary	2,450	50	49
Oakland Glens Mobile Homes	4,900	100	49
Novi Ridge Apartments	1,715	35	49
Novi Highschool	660	20	33
FlexTech Highschool	660	20	33
Country Cousin Mobile Homes	150	15	10
	10,535	240	



**Increase
of 2,212**





Hot Lunch Village Oaks

Bagged Lunch from Henry Ford West Bloomfield Hospital



A carefully crafted menu by Evol Gazarato, of healthy, delicious and familiar food is prepared daily by Chartwells. At Village Oaks a hot lunch with a full salad bar of choices is offered. The Bagged lunches are prepared by Food from National Food group, Chartwells and Henry Ford West Bloomfield with the same care.

chartwells
eat. learn. live.



National
food group

Henry Ford
HEALTH SYSTEM
HENRY FORD
WEST BLOOMFIELD
HOSPITAL

Rotary
Club of Novi, Michigan

What do we Serve?

What Did We Do?

Nutrition Education & Cooking
Games, Crafts and Art Experiences
Tutoring Pre-K - 8th Grade
Mental Health & Wellness Education
Fitness & Dance Programs
IEP Parent Programing
Storytime and Summer Library
Mr. Peace Leadership Program
Paradise Park Field Trip
Robotics Interactive Education
S.T.E.A.M. Programs
Health Fair 2 Locations
Mobile Dentist
Public Safety Awareness
Backpacks and Personal Care Drive
Immigration Support and Resources
Michigan Works Employment Prog.
Novi Community Coalition Prog.



New Garden 2019



Parkview Garden



Vegetables were donated to Feed the Need weekly 3rd Year

Deerfield Garden

Vegetables were donated to Feed the Need weekly
1st year



Who Helps Us Serve? **Bruce Hinkle, Volunteer Coor.**

We have a huge student and adult volunteer pool in the program.

Bruce manages the over 180 volunteers remotely.

Bruce has been dedicated for over 5 years as the program coordinator





Reading Nook



Tutoring



Let's Read Math -AAUW



Mobile Dentist



Nelson's Wildlife Safari

**More
Fun!**





Health Fair



Novi Fire Dept



Health Fair @ Oakland Glens



Frog Force Robotics



Who Sponsors The Program?

National Food Group
Kroger Corp
Community Financial
Henry Ford Hospital West Bloomfield
Paradise Park
Novi Community Coalition
Novi Chamber Of Commerce
Novi School District
Novi Police & Fire Department
Dozens of Private and other Corporate Donors



Rotary

Club of Novi, Michigan

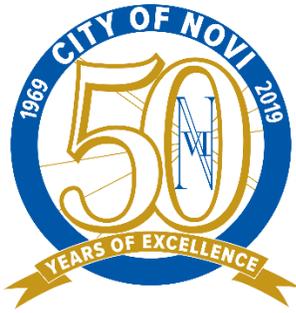


**THANK YOU
Novi Rotary Club!!!**

See you next summer 2020!!!!

**Tia Marie Sanders
Program Coor.**





**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Consideration of requests from McGuires' Restaurant LLC, d/b/a Guernsey Farms Dairy:

- A) Approval of a request for Special Land Use approval for service of alcoholic beverages, for the reasons stated in the Special Land Use approval.

- B) Approval of request to transfer ownership of escrowed 2018 Class C license from Point Five Property Management LLC located at 400 W. Maple Road, Troy, MI 48084 to 21300 Novi Road Suite B, Northville, MI 48167 with new SDM license, new Sunday Sales Permit (AM/PM), and new Entertainment Permit to McGuires' Restaurant LLC, d/b/a Guernsey Farms Dairy, located at 21300 Novi Road Suite B, Northville, MI 48167 in the City of Novi, because the updated site layout and façade improvements proposed by licensee and the applicant's offering an extensive menu of homemade in-house specializations is in fact unique as compared to other venues in the area, because the proposed use offering additional family oriented dining will foster or generate economic development or growth within the area surrounding the restaurant, and the applicant's investment in modernizing the layout provides added financial investment on the part of a long-term business with recognized ties to the city and the local community.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION: McGuires' Restaurant is a family-owned and family-friendly full service restaurant, serving breakfast, lunch and dinner. McGuires' has been located at Guernsey Farms Dairy since 1985. The proposed hours of operation are 11:00 AM to 11:00 PM Monday through Friday, and 9:00 AM to 11:00 PM on Saturday and Sunday. They intend to renovate the existing building in the winter of 2020, and are proposing interior seating for 100 patrons.

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

Special Land Use Approval

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

1. The proposed establishment will promote the city's economic development goals and objectives, and will be consistent with the city's master plan and zoning ordinance;
2. Given the character, location, development trends and other aspects of the area in which the proposed use or change in use is requested, it is demonstrated that the use will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city and that the addition of the use or proposed change in use will be an asset to the area.
3. The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, and will not have any appreciable negative secondary effects on the area, such as:
 - a) Vehicular and pedestrian traffic, particularly during late night or early morning hours that might disturb area residents.
 - b) Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.
 - c) Excessive numbers of persons gathering outside the establishment.
 - d) Peak hours of use that add to congestion or other negative effects in the neighborhood.
 - e) Fighting, brawling, outside urination, or other behavior that can accompany intoxication.

A public hearing was held on November 14, 2019 in the Novi Civic Center for consideration of the Special Land Use (SLU) request for approval for service of alcoholic beverages at McGuires' Restaurant LLC in accordance with Ordinance No. 18-266 which added Section 2525 to the Novi Zoning Ordinance. The Planning staff had previously reviewed the required application and Site Plan and found the documents to be complete. Larry Butler, Community Development Deputy Director, Jeff Herczeg, Director of Public Works, and Micheal Lohmeier, City Assessor considered the request in accordance with the standards for review specified in Section 2525.d of the Zoning Ordinance and determined to forward a **recommendation to City Council for approval of the Special Land Use.**

City Code License Approval

The approval of a liquor license by the City Council requires findings in support of the City Council's decision. The general licensing policy as stated in Chapter 3 of the City

Code states, at Section 3-13, that an applicant must demonstrate in particular that the proposed facility:

- a) Will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city.
- b) Is of a character that will foster or generate economic development or growth within the city, or an identifiable area of the city, in a manner consistent with the city's policies.
- c) Represents an added financial investment on the part of a long-term business or resident with recognized ties to the city and the local community.
- d) More specific review criteria are set forth at subsection 3-15(g), and in addition to the general information regarding the applicant and the facility or building at issue, they require a review of the benefits to the community of the proposed use:

Benefits to community:

- a. The effects that the issuance of a license would have upon the economic development of the city or the surrounding area.
- b. The effects that the issuance of a license would have on the health, welfare, and safety of the general public.
- c. Whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration the following, together with other factors deemed relevant by the council:
 - 1. The total number of licenses for similar establishments and/or operations in the city, considered both in terms of whether such number of similar establishments is needed and whether there may be a need for other types of establishments that could go unmet if the requested license were granted.
 - 2. The proximity of the establishment to other licensed liquor establishments, the type of such establishments, whether such other establishments are similar to that proposed, and the anticipated impact of all such determinations.
 - 3. Whether the proposed location is in an area characterized as developed, redeveloping, or undeveloped, and the anticipated impact of approving the newly proposed establishment in light of such character, taking into consideration the need for any type of additional licensed establishment in the area, and the need the particular type of establishment proposed.
- e) The uniqueness of the proposed facility when contrasted against other existing or proposed facilities, and the compatibility of the proposed facility to surrounding architecture and land use.

- f) The permanence of the establishment in the community, as evidenced by the prior or proposed contributions to the city or community by the applicant or business, and the extent to which the issuance of the license will assist in the further investment of the applicant or business in the city or the community.
- g) The character and extent of investment in improvements to the building, premises, and general area.

Both the Police Department and the Fire Department have no objections to the request.

RECOMMENDED ACTION: Approval of requests from McGuires' Restaurant LLC, d/b/a Guernsey Farms Dairy:

- A) Approval of a request for Special Land Use approval for service of alcoholic beverages, for the reasons stated in the Special Land Use approval.
- B) Approval of request to transfer ownership of escrowed 2018 Class C license from Point Five Property Management LLC located at 400 W. Maple Road, Troy, MI 48084 to 21300 Novi Road Suite B, Northville, MI 48167 with new SDM license, new Sunday Sales Permit (AM/PM), and new Entertainment Permit to McGuires' Restaurant LLC, d/b/a Guernsey Farms Dairy, located at 21300 Novi Road Suite B, Northville, MI 48167 in the City of Novi, because the updated site layout and façade improvements proposed by licensee and the applicant's offering an extensive menu of homemade in-house specializations is in fact unique as compared to other venues in the area, because the proposed use offering additional family oriented dining will foster or generate economic development or growth within the area surrounding the restaurant, and the applicant's investment in modernizing the layout provides added financial investment on the part of a long-term business with recognized ties to the city and the local community.



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
KELLY A. ALLEN
ROBERT M. GOLDMAN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

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Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:
KEVIN M. CHUDLER
LINDA S. MAYER
KATHERINE A. TOMASIK

May 24, 2019

VIA OVERNIGHT MAIL – 2ND DAY DELIVERY

Ms. Dawn Spaulding, Deputy Clerk
City of Novi
45175 West Ten Mile Road
Novi, Michigan 48375

CITY OF NOVI
CITY CLERK'S OFFICE
2019 MAY 29 A 9:38

**Re: McGuires' Restaurant, LLC
21300 Novi Rd., Suite B, Northville, City of Novi, Oakland County**

Dear Ms. Spaulding:

We represent McGuires' Restaurant, LLC ("McGuires'") in liquor licensing matters, located at 21300 Novi Rd., Suite B, Northville, City of Novi. McGuires' requests to transfer ownership and location of a Class C liquor license from Point Five Property Management, LLC, formerly located in Troy, Michigan, and currently in escrow with the Michigan Liquor Control Commission ("MLCC"). In addition to the Class C license, McGuires' requests an SDM License, a Sunday Sales (AM and PM) Permit, and an Entertainment Permit.

McGuires' is owned by sole member Guernsey Dairy Stores, Inc. ("Guernsey"). Guernsey's stockholders are as follows:

Joseph Kinville	20%
Gregory McGuire	20%
Matthew McGuire	20%
Karen Kinville	20%
Christopher McGuire	20%

McGuires' Restaurant is a family-owned and family-friendly full-service restaurant serving breakfast, lunch and dinner and located on the Guernsey Farms Dairy property since 1985. The menu contains a variety of entrees with fish, beef, and chicken, and will add beer, wine, and spirits to the menu once approved by the City of Novi and the MLCC. The proposed hours of operation once licensed by the MLCC will be Monday-Friday from 11 a.m. to 11:00 p.m., and

Saturday and Sunday from 9 a.m. to 11:00 p.m. McGuire's hours may vary depending on customer demand. McGuire's intends to renovate the existing restaurant in the winter of 2020 and its proposed interior seating is for 100 patrons. The capacities are subject to Novi Fire Department approval.

PLEASE NOTE THAT THIS INFORMATION IS PERSONAL AND CONFIDENTIAL, AND IS BEING PROVIDED TO THE CITY OF NOVI ON THE CONDITION THAT IT WILL NOT BE MADE PART OF THE PUBLIC RECORD.

Enclosed for your review are the following:

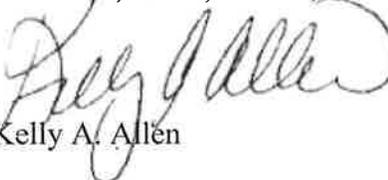
- Application fee payable to the City of Novi for \$2,050;
- Liquor License Application (Questionnaires A & B) for indirect members of McGuire's Novi with legal description;
- Floor plan of the building; and
- Menu.

The Liquor License Application (Questionnaire C), the personal information, and information regarding the costs and finances for the project are being submitted directly to the Novi Police Department.

Please begin the City's review of this application as soon as possible. Please call me or my legal assistant, Laura Peters, if you have any questions whatsoever. We look forward to being heard on the Council's Agenda as soon as possible. Thank you for your assistance in this matter.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/lbp
Enclosures

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

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

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

McGuires' Restaurant LLC

21300 Novi, Suite B, Novi

see attached list of members and addresses

Joseph Kinville

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

McGuires' Restaurant LLC

21300 Novi, Suite B, Novi

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

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

- Class C
- Resort
- Tavern
- Club
- Hotel A B
- Quota
- Transfer
- Microbrewery/Brewpub

Theme of Proposed Business:

McGuires' Restaurant LLC does business as McGuires Restaurant. McGuires Restaurant is a family friendly full service restaurant serving breakfast, lunch and dinner and located on the Guernsey Farms Dairy property. The menu contains a variety of entrees with fish, beef and chicken, and will add beer, wine and spirits to the menu once approved by the City of Novi and the MLCC.

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

McGuires' Restaurant LLC, 21300 Novi Rd., Suite Novi. A legal description is attached to this application.

EXHIBIT A

**Quit Claim Deed between
McGuire Brothers, a Michigan co-partnership, and
McGuire Brothers, L.L.C.**

(Village and) City of Novi

Part of the Southwest 1/4 of Section 35, Town 1 North, Range 8 East, Village of Novi, Oakland County, Michigan, described as all that part of the Northwest 1/4 of the Southwest 1/4 of said Section 35, lying Westerly of the Pere Marquette Railroad right-of-way. Said parcel purports to also be described as:

A part of the Southwest 1/4 of Section 35, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as commencing at the West 1/4 corner of said Section 35, for a point of beginning; thence North 89 degrees 44 minutes 35 seconds East, 395.92 feet, along the East and West 1/4 line of said Section 35, to the Westerly right-of-way of Chesapeake and Ohio Railroad; thence South 31 degrees 21 minutes 20 seconds West, 483.68 feet, along the Westerly right-of-way of said Chesapeake and Ohio Railroad; thence 301.54 feet, along a curve to the left, said curve having a radius of 3121.86 feet, a central angle of 5 degrees 32 minutes 03 seconds, and a chord bearing and distance of South 28 degrees 35 minutes 19 seconds West, 301.42 feet, along the Westerly right-of-way of said Chesapeake and Ohio Railroad, to the West line of said Section 35; thence due North, 675.93 feet, along the West line of said Section 35, to the point of beginning.

22-35-301-001

Guernsey

FAMILY DINING

GARDEN FRESH SALAD

Dressing Choices: Guernsey Buttermilk Ranch, Guernsey Bleu Cheese, Thousand Island, Honey Mustard, Raspberry Vinaigrette, Balsamic Vinaigrette, Guernsey Greek, Vinegar & Oil, Our House Dressing

BROASTED CHICKEN

Diced broasted breaded chicken tenders, tomato, bacon & cheddar cheese on a bed of mixed greens. Choose between original or spicy tenders...\$10

GREEK CHICKEN

Seasoned chicken, beets, feta, pepperoncini, tomato, black olives, red onion tossed in our Greek dressing...\$10

SOUP & SALAD COMBO

Cup of soup & fresh house tossed salad...\$7

NORTHVILLE CHICKEN

Seasoned chicken, spring mix, dried Traverse City cherries, chopped walnuts, red onion, Michigan Gala apples and bleu cheese crumbles...\$10

[NOVI CHICKEN]

Grilled chicken, mixed greens, toasted almonds, candied pecans, feta, orange segments and red onion...\$10

CHOPPED COBB

Seasoned chicken, bacon, cheddar cheese, sliced cucumber, tomato, bleu cheese, egg and avocado...\$10

CHEF

Turkey, ham, tomato, egg, Swiss & American cheeses on a bed of fresh greens...\$10

Sub grilled chicken upon request

CAESAR

Fresh cut romaine lettuce tossed with Parmesan cheese and Caesar dressing, topped with homemade croutons...\$8

Add chicken...\$10

Add salmon...\$12

Add shrimp...\$13

Can be served blackened upon request

SIDE CAESAR...\$4

HOUSE TOSSED

Dinner salad of mixed greens, tomato, red onions, cucumbers and croutons...\$3.50

★ DELUXE ★ ANY BURGER OR HAND HELD

Fries & Guernsey creamy cole slaw...\$3.00
Fries & house tossed salad...\$4.50

Onion rings & Guernsey creamy cole slaw...\$4.50
Fries & cup of soup...\$4.50

BURGERS

★ ALL BURGERS COME WITH POTATO CHIPS. ★
We only use fresh USDA choice ground beef*

THE GUERNSEY BURGER

1/2 lb. ground beef burger with lettuce & tomato on a brioche bun...\$8

HAMBURGER

1/3 lb. ground beef burger with lettuce & tomato on a bun...\$7

THE BIG PATTY MELT

Fresh 1/2 lb. ground beef burger on grilled rye with swiss cheese & grilled onions...\$9

[BRONTO BURGER]

1/2 lb. burger piled high with crisp bacon, roasted peppers, grilled onions, BBQ sauce, & cheddar cheese served on a brioche bun...\$9

50'S SPECIAL

1/3 lb. burger with lettuce & tomato on a bun served with french fries, Guernsey creamy cole slaw & our famous traditional hand scooped chocolate, vanilla, or strawberry shake or malt...\$11.50

MUSHROOM SWISS BURGER

1/3 lb. burger loaded with sautéed mushrooms and melted swiss cheese, crisp lettuce & tomato on a bun...\$8

BACON CHEDDAR BURGER

1/3 lb. burger with melted cheddar cheese, applewood smoked bacon, lettuce & tomato on a bun...\$8

BURGER TOPPINGS:

Cheese...50¢

Three Slices Bacon...\$3

Mushrooms...50¢

Roasted Peppers...75¢

HAND HELDS

Wraps & sandwiches come with potato chips & dill pickle chips

HAM AND SWISS

Ham stacked with swiss cheese on a hoagie bun with lettuce & tomato...\$8

GRILLED PLEASER

American cheese on your choice of bread with applewood smoked bacon & fresh tomato slices...\$5

FISHERMAN'S FAVORITE

Panko-encrusted tilapia fried & served opened faced on our fresh baked bread served with lettuce and tomato...\$8

Can be served grilled or blackened upon request

DELI REUBEN

Stacked corned beef with melted Swiss cheese and sauerkraut on grilled rye...\$10

CAJUN RANCH WRAP

Crispy, broasted chicken tenders with house-made cajun ranch, cheddar cheese, lettuce and tomato wrapped in a flour tortilla...\$8

CHICKEN SANDWICH

Grilled chicken breast served on a brioche bun with lettuce & tomato...\$7

Can be served blackened upon request

CORNED BEEF

Stacked warmed corned beef on grilled rye...\$8

FRENCH DIP

Slow roasted top round, Swiss cheese, french bread with a side of Au Jus...\$10

[TWISTED CHICKEN WRAP]

Broasted chicken tenders tossed in Bang Bang sauce with lettuce, tomato and pepper jack cheese...\$9.50

PHILLY CHEESE STEAK

Thin sliced beef steak, grilled onions & roasted peppers sautéed in garlic butter, topped with melted swiss cheese served on a hoagie bun...\$9.50

Make it a wrap

TUNA MELT

Albacore tuna salad with swiss on grilled rye...\$7.50

EGG SALAD SANDWICH

Just like mom used to make! House-made with Guernsey Fresh AA Grade Eggs and



ENTREES

All Entrees - with the exception of pasta dishes - are served with choice of two sides and a dinner roll. Substitute one side for a cup of soup or a house tossed salad for additional \$1.50.

Entrees also include a complimentary scoop of Guernsey handcrafted ice cream (Vanilla, Chocolate, Strawberry, Butter Pecan or Flavor of the Day). Upgrade to any Specialty Ice Cream item and receive 75¢ off that item.

WINGING IT

- 7 WHOLE WINGS...\$9
- 12 WHOLE WINGS...\$15.50
- 4 BROASTED TENDERS...\$8

Sauce Choices

- | | |
|----------------|-------------|
| BANG-BANG | GARLIC PARM |
| HONEY CHIPOTLE | BBQ |
| BUFFALO | |

ASK YOUR SERVER
ABOUT OUR
CAKES & PIES
HANDMADE
* * *daily* * *

Pasta

GUERNSEY COUNTRY PASTA

Blended tomato basil and alfredo sauce with sautéed onions & mushrooms, served over cavatappi pasta with garlic bread...\$10
With grilled chicken...\$12

FETTUCCHINI ALFREDO

A rich, creamy garlic parmesan white sauce served over fettuccini pasta and garlic bread...\$10
Add chicken...\$12
Add salmon...\$13
Add shrimp...\$14

Seafood

BROASTED FRIDAY FISH

Three pieces of hand battered broasted Atlantic cod...\$12.50
Served on Fridays only

BIG CATCH

Fried tilapia encrusted with Panko bread crumbs...\$10
Can be served grilled or blackened upon request

BUTTERFLIED SHRIMP

Butterflied shrimp fried to a golden brown served with a side of zesty cocktail sauce...\$12

SALMON

North Atlantic salmon topped with lemon dill butter, served with the vegetable of the day & one side...\$12

Meat & Chicken

GRILLED CHICKEN

Two char-grilled chicken breasts served with long grain wild rice & one side dish...\$9.50
Can be served blackened upon request

{ PORK CHOPS }

Two seasoned, center-cut pork chops served with two sides...\$14.
Can be served blackened upon request

OLD-FASHIONED MEAT LOAF

Our home style meat loaf served with mashed potatoes and topped with a rich tomato beef sauce & one side...\$11

CHICKEN PARMESAN

Two breaded chicken breasts topped with mozzarella, parmesan cheese & marinara sauce. Served over fettuccini pasta with garlic bread & the vegetable of the day...\$12

BROASTED PORK CHOP

Fresh 8-oz. Center cut pork chop marinated & broasted to tender, moist perfection. One chop...\$10. Two chops...\$14



Genuine Award-Winning Broasted Chicken

Guernsey's Award-Winning Broasted Chicken is deep marinated overnight in a secret recipe to ensure a juicy, delicious flavor. After adding a dusting of our special seasoned coating, the chicken is cooked under pressure in vegetable oil in our state-of-the-art broasters.

DARK MEAT CHICKEN DINNER

Leg & thigh...\$9.50
Three thighs...\$10

MIXED CHICKEN DINNER

Breast & thigh...\$9.50
Breast & leg...\$9.50

WHITE MEAT CHICKEN DINNER

Breast & wing...\$9.5

HEARTY CHICKEN DINNER

Breast, thigh, leg and wing...\$12

SMALL CHICKEN DINNER

One chicken breast...\$9
Two chicken breasts...\$11

[TASTE **GUERNSEY**]
* * *the* * * DIFFERENCE

Sides

BEVERAGES

OUR SMALL-BATCH DAIRY IS JUST STEPS AWAY, *since 1940*
OFFERING ONLY THE FRESHEST & FINEST LOCAL DAIRY PRODUCTS AROUND

GUERNSEY MILK

Large glass of Whole, Skim, Chocolate or Buttermilk...\$1.50

JUICE BY THE GLASS

Large glass of Apple, Tomato, Orange Juice or Guernsey Lemonade...Large \$2

FRESH BREWED ICED TEA...\$1.75

GUERNSEY BERRY LEMONADE BY THE GLASS

Guernsey Lemonade blended with blackberry & strawberry topping...\$2.50

REPUBLIC OF TEA

Hot tea...\$1.75 per bag
British Breakfast, Earl Grey, Ginger Peach, Green Tea, Decaf, British Breakfast Decaf

{HAND-SCOOPED SHAKES & MALTS}

Chocolate, strawberry, vanilla, pineapple, cherry or blackberry...\$5.50
Custom malts or shakes also available

ICE CREAM SODAS OR FLOATS...\$4 COOLERS...\$5

COFFEE

Regular and decaffeinated \$1.75
Served with Guernsey's Half & Half

HOT SPICED CIDER...\$1.75 per cup

BOTTLED WATER...\$1

GUERNSEY HOT CHOCOLATE

Guernsey's rich chocolate milk warmed and topped with whipped cream & Guernsey chocolate syrup...\$1.50

SOFT DRINKS...Large \$1.75

BREAKFAST

Served daily until 3 pm

Omelettes

Our savory omelettes are made with three fresh Grade AA Extra Large Eggs*, served with golden hash browns, toast and jelly. Substitute a bagel or biscuits for toast...50¢

CHEESE

Choice of American, Swiss, pepper jack, white cheddar or cheddar cheese...\$5.50

MEAT & CHEESE

Choice of american, swiss, cheddar, or pepper jack cheese with bacon, sausage and ham...\$6.75

EXTRAS

Add tomatoes, roasted peppers, onions, or mushrooms for 35¢ each
Add ham, bacon, or sausage for \$1 each * Substitute egg beaters for 75¢ * Substitute egg whites for 75¢
Top your omelette with: Sausage gravy for \$1.75 * Chili for \$1.75 * Salsa for \$1.75

VEGETARIAN

Roasted peppers, onions, spinach, mushrooms, tomato and swiss cheese...\$6

MEXICAN

Chorizo sausage, caramelized onions, pepper jack cheese and roasted peppers, topped with avocado, Guernsey sour cream and a side of salsa...\$7

WESTERN

Ham, cheddar cheese, bacon, onion and roasted peppers...\$6.50

COUNTRY

Sausage, white cheddar, hash browns, onion, tomato & roasted peppers...\$7

GREEK

Feta, onion, spinach and tomato...\$6.75

Favorite Dishes

{THE HANGOVER}

Ham, bacon, sausage, caramelized onions, roasted peppers, jalapeno, hash browns, pepper jack & cheddar cheese with sriracha mayo wrapped in a flour tortilla and pressed on the flat top grill...\$7

BUTTERMILK PANCAKES

Full order \$3.99
Short stack \$2.99
Three silver dollars \$2.69

BISCUITS & GRAVY

Two grilled biscuit smothered in our delicious homemade sausage gravy...\$3.99

SCRAMBLER SANDWICH*

Scrambled eggs with your choice of ham, bacon or sausage and your choice of American, Swiss, pepper jack or cheddar cheese served on a panini-pressed bagel or biscuit & served with tater barrel...\$4
Want to make it a wrap? Just ask!

GUERNSEY BREAKFAST*

Two Grade AA Extra Large any style eggs with your choice of hash browns or pancakes and your choice of bacon (3), sausages (3) or a slice of ham, served with toast & jelly...\$6.75

BRIOCHE FRENCH TOAST

Sprinkled with powdered sugar
Full order...\$4.99
Half order...\$3.99
Fried french toast strips...\$2.69

FAVORITE EXTRAS

(l) Meat...\$3 * Ice Cream Scoop...\$3 * Chocolate Chips...75¢ * Strawberry Topping...\$1.25

Additional Sides

Toast & jelly...\$1.25

Biscuit...\$1.29

Bacon, Sausage Patties, or Ham...\$3

Hash Browns \$3

LITTLE TYKE NIGHTS

MONDAY 5PM - 9PM



cityofnovi.org

Receipt: 8905

05/31/19

Page

LIQUOR LICENSE TRANSFER FEE

The sum of: \$2,050.00

GUERNSEY FARMS DAIRY

**21300 NOVI ROAD
NORTHVILLE MI 48167**

LIQUOR

2,050.00

Total

2,050.00

TENDERED:

CHECKS

58614

2,050.00

Signed: _____



MEMORANDUM

TO: DAWN SPAULDING, DEPUTY CITY CLERK
FROM: LARRY BUTLER, BUILDING DIRECTOR
SUBJECT: MCGUIRES RESTURANT LIQUOR LICENSE
DATE: NOVEMBER 14, 2019

The property located at **21300 NOVI RD** with the business name of **MCGUIRES RESTURANT** has received Special Land Use permit **PSLU19-0001** for the purpose of:

- Auctions
- Liquor License: McGuire's Restaurant**
- Arcade License
- Massage License
- Outdoor Gathering
- Outdoor Seating
- Other:

From building safety standpoint, the Building Division does not object to the proposed license. Should you have any further questions with regards to this matter please feel free to contact me at (248) 347-0423.



ACTION SUMMARY
CITY OF NOVI
Liquor License Special Land Use Approval
November 14, 2019
Mayors Conference Room

Requested Presence: Larry Butler, Community Development Deputy Director
Jeff Herczeg, Director of Public Works
Michael Lohmeier, City Assessor
Katherine Oppermann, Account Clerk

Applicant: Mcguires Resturant
Hans Rentrop of Adkison, Need, Allen, & Rentrop, PLLC
Greg McGuire, Guernsey Farms Dairy
Joe Kinville, Guernsey Farms Dairy
Jeremiah Armstrong, Architect

Public participation: none

Correspondence Received: 37 letters mailed
0 letters returned
0 objections
0 approvals

Meeting called to order at 11:31am

1. PSLU19-0003, Mcguires Resturant, 23100 Novi Road, Parcel # 50-22-35-301-001.

The applicant is requesting approval to use a portion of the parcel for service of alcoholic beverages in accordance with Section 4.89 of the Zoning Ordinance.

The applicant was present and provided a summary and basis for the request including the following:

The applicant is pursuing a Class C liquor license in support of an overall upgrade to their longstanding Novi establishment, Guernsey Farms Dairy and McGuires Family Restaurant. They are also pursuing changes to the site layout and façade improvements, currently under review by the planning division to improve the business further. Mr. Butler commented that based on their submittal they do not appear to be in direct competition with other nearby businesses which the applicants affirmed. Mr. Herczeg confirmed that the site access management would be under review by City engineer Victor Boron and that he trusts any foreseeable issue will be handled as part of the Site Plan review process.

Case No. PSLU19-0003 Motion to recommend approval to City Council based on findings that:

The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located as it is primarily an entertainment and competition venue in line with the master plan. The business will be unique to the area and an asset to the community, compatible with traffic and surrounding area. The business, with peak hours between noon and 11pm, will not have any appreciable negative secondary effects on the area, such as:

a) Vehicular and pedestrian traffic, particularly during late night or early morning hours that might disturb area residents.

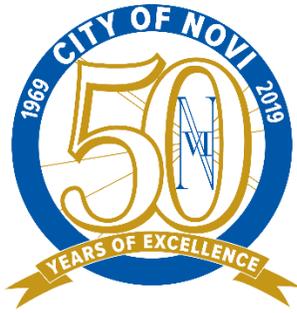
- b) Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.**
- c) Excessive numbers of persons gathering outside the establishment.**
- d) Peak hours of use that add to congestion or other negative effects in the neighborhood.**
- e) Fighting, brawling, outside urination or any other behavior that can accompany intoxication.**

Motion made by Larry Butler, seconded by Jeff Herczeg in support of motion.

Approve: 3

Disapprove: 0

Meeting adjourned 11:40am



CITY OF NOVI CITY COUNCIL NOVEMBER 25, 2019

SUBJECT: Approval of Zoning Ordinance Text Amendment 18.290 an ordinance to update Zoning Ordinance standards for hotels, including minimum parking, open space, and loading requirements. **FIRST READING**

SUBMITTING DEPARTMENT: Community Development, Planning Division

BACKGROUND INFORMATION: There are currently sixteen built hotels in Novi and one under construction. In the last five years, the Planning Commission has approved two hotels. In 2019, the City Council has approved a development that included two hotels as part of a Planned Rezoning Overlay development located near the southwest corner of the intersection of Novi Road and the I-96 expressway ramp.

One of the recently approved hotels applied for a reduction of minimum parking required and noted that *"the advent of transportation networking services/ridesharing services (Uber, Lyft, etc.) have had an impact on parking trends. It is anticipated that guests will utilize the aforementioned services for business and recreational purposes and will further reduce the demand on parking"*. Based on recent discussion, the Planning Commission requested staff to look into effects of ride-sharing services on the parking demand for hotels and consider and ordinance amendment that would allow for a reduction in minimum parking requirements.

The memo presented at the October 30, 2019 Planning Commission meeting is attached to the motion sheet. It provides information in detail about the research and methodology used in drafting the proposed amendment. The proposed draft recommends the following:

1. **Reducing minimum parking requirements** from one space per occupancy room to 0.85 parking spaces per room based on a study of available information, while maintaining the requirement that 1 parking space be provided for each hotel employee. Additional parking may be required for accessory uses, such as restaurants and conference facilities, if those uses are provided.
2. **Introducing minimum usable open space requirements** for hotel uses 30 square feet of usable open space for each room. Based on staff's calculations, this area would allow the conversion of all of the impervious area saved by reducing

parking, into usable green space. The standards are provided in a separate section, below.

The following changes as shown in text in **bold** have been made following Planning Commission's recommendation. The change is proposed to allow for some of the required open space in TC, TC-1 and PD-2 districts comply with the usable open design standards required for hotel use.

All hotels and motels in all districts ~~except TC, TC-1 and PD-2 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 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. For all other districts, 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.
3. **Reducing the minimum required loading area** for any new hotel, subject to the Planning Commission's findings based on new standards provided in the ordinance:
- A. The proposed loading area is sufficient for the largest truck that will access the site, and considering any accessory uses proposed such as banquet halls, restaurants and gathering spaces such as conference spaces;
 - B. The proposed location shall provide a safe and convenient access to related uses inside the building in order to prevent the use of existing maneuvering lanes as a temporary loading area;
 - C. The reduction in the minimum loading areas shall not negatively affect the site or surrounding properties.
4. **Reclassifying and redefining hotel categories** that currently exist in Novi's Zoning Ordinance to clarify those requirements.

Planning Commission Recommendation

On August 28, 2019 Staff presented a draft amendment to reduce parking for hotel uses in Novi and requested that the Planning Commission review the information and to set a public hearing date. The Planning Commission reviewed the proposed amendment, and recommended the text be modified to require minimum open space requirements. At the meeting on October 30, staff presented a revised draft addressing comments from the previous meeting. The Planning Commission held a public hearing

at that time, reviewed the proposed ordinance language, and recommended approval of the proposed text amendment as presented by staff.

RECOMMENDED ACTION: Approval of Zoning Ordinance Text Amendment 18.290 an ordinance to update Zoning Ordinance standards for hotels, including minimum parking, open space, and loading requirements. **FIRST READING**

MEMORANDUM



TO: MEMBERS OF THE PLANNING COMMISSION
FROM: SRI RAVALI KOMARAGIRI, PLANNER
THROUGH: BARBARA MCBETH, AICP, CITY PLANNER
SUBJECT: PUBLIC HEARING FOR TEXT AMENDMENT 18.290
DATE: OCTOBER 24, 2019

On August 28, 2019 Staff presented a draft amendment to reduce parking for hotel uses in Novi and requested Planning Commission to set a public hearing date. Planning Commission has set the date to October 30 and asked the staff to look into identifying ways to convert the area reduced in parking into usable green space. The intent of the amendment is to reduce the impervious footprint and gain pervious area on the site. This would help with storm water run-off and reduce development costs to the developer.

Initial comments from Commission members at the last discussion seemed to indicate concurrence with the idea of reducing the number of required parking spaces for these uses, but there was also a sentiment in favor of having the reduction result in more open space, as opposed to simply a bigger allowable footprint for building improvements. In response to those comments, staff is now proposing a two-point approach.

- 1) **Reduce parking from 1 space per room to 0.85 spaces per room, with no change to employee parking.** This reduction would apply to all hotels and motels irrespective of being part of a mixed use development or a shared parking agreement. The proposed reduction is based on the estimated 72% occupancy rate listed in ITE Parking manual (4th edition) and the increasing trend towards using ride sharing services as noted in our research. Parking demand as per ITE parking manual ranges from 0.43 to 0.86 spaces per each room depending on the type of hotel. Refer to Table 2 on page 5 for more details.
- 2) **Require 30 square feet of usable open space per each room subject to conditions listed in sec. 4.28.6 in draft amendment.** Refer to section 'Required usable open space for hotel use' on page 2 for more details on how staff has derived the square footage requirement. This proposed open space is in addition to the ordinance requirements for parking lot setbacks, building foundation plantings, and other landscaping requirements. This would not apply to TC, TC-1 and PD-2 districts where there are open space regulations in place.

This amendment also includes minor changes which are detailed in the draft ordinance and as noted below:

1. Clarifying definitions for a Hotel and Motel.
2. Reclassifying Business Motels as Motels and Transient Residential Uses as Hotels and making appropriate updates in related sections. See table for more details.

Background and Memo Attachments:

There are currently sixteen built hotels in Novi and one under construction. In the last five years, the Planning Commission has approved two hotels. In 2019, City Council has approved a development that included two hotels as part of a Planned Rezoning Overlay development, located at the intersection of Novi Road and I-96 express ramp. One of the hotels has applied for a reduction of minimum parking required and noted that *'the advent of transportation networking services/ridesharing services (Uber, Lyft, etc.) have an impact on parking trends. It is anticipated that guests will utilize the aforementioned services for business and recreational purposes and will further reduce the demand on parking'*. **Based on recent discussion, the Planning Commission has advised the staff to look into effects of ride-sharing services on the parking demand for hotels.** Staff studied available articles and contacted local hotel managers to gather data. This memo includes summary of the research and conclusions in the following documents attached to this memo.

1. Required usable open space for Hotel use
2. Research Summary on impacts of ride sharing services on Parking demand
3. Parking comparison with surrounding communities
4. Summary of proposed Text Amendments
5. A Draft Ordinance Amendment
6. A map showing the existing hotels and hotels currently under review/construction
7. A map showing the Current Zoning districts that allows Hotels as a permitted/special land use/limited use
8. A map showing future land uses that would allow Hotels as a permitted/special land use/limited use
9. Articles studied for this Amendment

The Planning Commission is asked to review the proposed amendments and if acceptable, make a recommendation to the City Council on the proposed ordinance amendments.

We note that the version that is now being provided is somewhat different from the version that the Commission saw when it set the public hearing. The changes primarily relate to the required open space concept and applying parking reduction for all hotels and motels irrespective of being part of a mixed use development or a shared parking agreement. The attached staff version of the proposed amendment is subject to review and changes by City staff and/or the City Attorney's Office. Please contact Sri Ravali Komaragiri 248.735.5607 or skomaragiri@cityofnovi.org with any questions or concerns.

REQUIRED OPEN SPACE FOR HOTELS

The requirement of minimum open space for a hotel use is not an uncommon. Especially with extended stay hotels where a majority of users are families with kids, having that extra space for passive recreation is useful. Our surrounding communities currently do not have standards, but a quick research revealed a few comparable requirements.

- o *City of Santa Ana, CA has a minimum of 1,000 square feet of common open space shall be provided at a 50 square feet per guest unit ratio up to a total of 7,500 square feet.*
- o *Town of Watertown, MA has a minimum open space requirement of ten percent (10%) of total site area.*
- o *Marietta, GA has a minimum open space requirement of 25% of the lot area dedicated to either active or passive open space for extended stay hotels/motels must have and an active recreation area at a ratio of 5 square feet per room with a minimum provision of 750 square feet.*

In order to achieve our intent to reduce parking to increase green space, we propose adding a requirement of minimum usable open space. **We determined that approximately 30 square feet of usable open space per each proposed room (AS) is close to 250 square feet of area per each reduced parking space (OS).** Please see below for more details. This would not apply to hotel uses in TC, TC-1 and PD-2 as they have a minimum open space requirement.

Approximately, a minimum of 250 square feet per parking space is required to build a parking lot. We took an example scenario of a hotel with 200 rooms to calculate the area of impervious area reduced with the proposed 15%. We did not take employee parking into account, since a change to the requirement is not proposed.

Table 1: Minimum Parking Requirements in Surrounding Communities		
	Current Ordinance	Proposed Ordinance
Number of Rooms = 200	R: 200 spaces (1 per each room)	170 spaces (0.85 per each room)
15% of parking required per current ordinance (15% of 200)		30
Area saved in square foot by proposed reduction <i>(Approximately 250 square feet per parking space including drives etc.)</i>		250 sf x 30 spaces = AS = 7,500 SF
Minimum usable open space required (@ 30 square feet per each room)		30 square feet x 200 rooms = OS = 6,000 SF

Given that the ride-sharing mode of transportation is an emerging idea, there is not enough data available that could be used to identify parking demands for specific land use. Most of the data available is collected at the airport or downtown parking garages and do not necessarily apply to a suburban setting similar to Novi. However, a particular study completed by University of Colorado, published in the Journal of Transport and land use (see end of page for citation) provides a better insight in the bi-directional relationship between parking and ride-sharing service. The study results suggest that:

- i) *Ride-hailing is replacing driving trips and could reduce parking demand, particularly at land uses such as airports, event venues, restaurants, and bars;*
- ii) *Parking stress is a key reason respondents chose not to drive; and*
- iii) *Respondents are generally willing to pay more for reduced parking time and distance. Conversely, parking supply, time, and cost can all influence travel behavior and ride hailing use. This study provides insight into potential benefits and disadvantages of ride-hailing as related to parking.*

This study also noted that 26.4% of Uber/Lyft riders would have driven and needed a parking space if the ride-hailing services did not exist. The users would have driven a car if parking is accessible and available. Residents and visitors to Novi have access to large surface parking lots, so availability of parking is not yet an issue in Novi. Novi does not have public transportation as an alternate mode of transportation; one should either own a car or use services like Uber/Lyft to travel.

Another article on the Hotels News Now, by George Jordan, states that 'ride-sharing works well in dense major metropolitan areas but not quite so well in ex-urban locations, where distances and wait times compel some form of ownership. The article also states the cost of renting a car and parking often exceeds the cost of overnight hotel accommodations in larger Cities, for example, \$ 70 a night in Chicago. Looking further into this theory, a room at a hotel in Novi, rents out to be approximately within \$65 to \$135 depending on the type of the hotel. A single day car rental at the airport starts at \$35a day. An Uber ride one way typically starts at \$35 from the airport. The owner of Hyatt Regency a Suburban showplace indicated that most of the residents at that hotel are conference attendees and a majority of them use services like Uber or Lyft, for the convenience aspect of it.

Based on the research, the probability of Uber/Lyft users is more for hotels associated with a conference use. Users of extended stay hotels may most likely rent a car.

[1] HENAO, Alejandro; MARSHALL, Wesley E.. *The impact of ride hailing on parking (and vice versa)*. *Journal of Transport and Land Use*, [S.l.], v. 12, n. 1, feb. 2019. ISSN 1938-7849. Available at: <<https://www.jtlu.org/index.php/jtlu/article/view/1392>>.

PARKING COMPARISON WITH SURROUNDING COMMUNITIES

Staff compared the minimum parking requirements for a Hotel in Novi with the surrounding communities and the ITE Parking manual (4th edition). A summary of findings is listed below:

Table 2: Minimum Parking Requirements in Surrounding Communities		
	per guest room	per each employee
Novi	1	1
Lyon Township	1	1
City of Farmington	1	0.25
Northville	1	1
Wixom	1	0
Commerce Township	1	1
Rochester Hills	1.1	0
Southfield	1.3	0
Suburban Hotel <i>(ITE Land use)</i>	1.2 per occupied room (At 72% Occupancy translates to 0.86 for each room)	0
Business Hotel <i>(ITE Land use)</i>	0.6 per occupied room (At 72% Occupancy translates to 0.43 for each room)	0
Motel <i>(ITE Land use)</i>	0.71 per occupied room (At 72% Occupancy translates to 0.51 for each room)	0

1. All communities require additional parking for accessory uses are per respective Zoning Ordinances.
2. Wixom, Farmington, Rochester Hills and Southfield did not specify a minimum requirement for number of employees, most likely due to access to public transportation.
3. ITE parking manual did not account for parking for employees as well.
4. **ITE parking manual lists parking demand based on 'occupied room' as opposed 'occupancy'**. It indicates that it is important to collect data on occupied rooms as well as total rooms in order to accurately estimate parking generation characteristics for the site.
5. ITE manual also acknowledges that parking demand at a hotel may be related to the presence of supporting facilities such as convention facilities, restaurants, meeting/banquet space and retail facilities.

SUMMARY OF PROPOSED TEXT AMENDMENTS

City of Novi Zoning Ordinance identifies four types of Hotel uses: Transient Residential Uses, Hotels, Business Motels and Motels as defined in Section 2.2 of our Zoning Ordinance. **Please refer to the draft Amendment for changes to the definitions for these four types.** A majority of the land uses are located along Grand River Avenue, Novi Road and Haggerty Road. The memo includes three maps that show the current hotels in Novi, current Zoning map and future land uses that would allow Hotels as a permitted/special land use/limited use. The text amendment would be applicable for the zoning districts listed in Table 3. Most of the districts would likely have a shared use.

It should be noted that the ITE provides numbers that indicate parking demand based on existing facilities survey. For example, the requirement for 1.2 per space is the demand for each occupied room. It is based on the estimation that the average occupancy rate for hotel is 72% at its maximum during a year. **Novi and surrounding jurisdictions require minimum parking for an estimated 100% occupancy, which is usually not the case for suburban hotels. It also did not account for Uber and Lyft.**

Staff contacted the surrounding communities around Novi to inquire if they considered the impact of Uber/Lyft on hotel parking. Even though they did not start the research, they agreed that it is something worth pursuing. The limited available data does not provide a clear direction on recommended reduction in the data based on ride sharing services. Some assumptions need to be made. In summary, parking requirements for hotels in Novi can be reconsidered. As these services become more popular, it also presents Planners an opportunity to consider the following in the future:

1. Lowering parking generation rates, thus reducing parking demand;
2. Reconsider the minimum parking requirements for certain uses such as restaurants, bars and conference centers;
3. Replacing parking spaces with different land uses and provide economic development opportunities.

Staff is proposing the following changes to the current parking and loading requirements, and simplifying the hotel categories as currently listed in our Zoning Ordinance, as noted in table 3 and 4.

Table 3: Comparison of Existing Requirement and Proposed Amendment		
	Existing Requirement	Proposed Amendment
Employee Parking <i>Section 5.2.12.C</i>	1 per employee	No change. The reduction in employee parking is not having any significant impact on minimum required calculations. Hotels now-a-days are transporting cleaning crews from one facility to the other.
Guest Parking <i>Section 5.2.12.C</i>	1 per occupancy room	0.85 per room for hotels or for all hotels and motels including extended stay. There is no maximum requirement in our ordinance. The applicant can always choose to provide additional parking. The proposed reduction is based on the 72% occupancy rates estimation provided in ITE Parking manual (4 th edition) and the increasing trend towards using ride sharing services as noted in our research.
Pick-up/Drop-off <i>Section 5.2.12.C</i>	No specific requirement	1 space for Pick-up to facilitate Uber/Lyft cars waiting for pick-up/drop-offs.
Accessory uses <i>Section 5.2.12.C</i>	Parking for accessory uses can be calculated based on individual requirements set forth on our Zoning Ordinance	Parking for accessory uses can be calculated based on individual requirements set forth on our Zoning Ordinance. Reduction subject to Planning Commission's approval of shared parking study or parking demand study, subject to requirements of Section 5.2.7.
Usable Open Space <i>Sec. 4.28.5</i>	None Town Center and Town Center One districts have 15% open space requirement for all uses including hotels.	30 square feet of usable open space for each room subject to size and type conditions listed in sec. 4.28.5. This would allow converting all the impervious area saved by reducing parking into usable green space (pervious). This would allow reduction of storm water run-off and construction of additional parking improvements.
Loading Zone <i>Sec. 4.28.6</i>	Within the B, GE, FS, RC, NCC, TC and TC-1 districts, a ratio of ten (10) square feet of loading area is required for each front foot of building; Within the OS districts, in the ratio of five (5) square feet of loading area is required per front foot of building up to a total area of three-hundred sixty (360) square feet per building.	The Planning Commission may permit reduction in minimum loading area requirements listed in Section 5.4. Such reduction may be considered by the Planning Commission only after reviewing relevant data provided by the applicant of the largest truck that will access the site conditions listed in sec.4.28.6.

Table 4: Changes to Hotel Terminology per Zoning District

Zoning District	Use	Section No.	Current Ordinance	Proposed Text change
P: Permitted; SLU: Special Land use				
B-2: Community Business	P	3.1.11.B.xiv	Hotels and motels §4.28 <i>(Permitted when the site does not abut residential use)</i>	No change
B-3: General Business	SLU	3.1.11.C.ii.	Motel §4.28	No change
C: Conference	SLU	3.1.13.C.ii	Hotels and motels <i>(not subject to Sec. 4.28)</i>	Hotels §4.28.5
EXPO: Expo	P	3.1.14.ii	Hotels and motels <i>(if included with an exposition facility)</i>	No change
EXO: Exposition Overlay	P	3.1.15.B.v	Hotels and business motel §4.28.4 <i>(when part of a development)</i>	Hotels §4.28.4
EXO: Exposition Overlay	SLU	3.1.15.C.ii	Hotels and motels when part of an Exposition, conference, and convention facilities §3.25	No change
FS: Freeway Service	P	3.1.17.iv	Motels, hotel and transient lodging facilities §4.28	Hotels and motels §4.28
I-2: Heavy Industrial District	SLU	3.1.19.B.xxxi.c	Eating and drinking establishments and motels §4.49 <i>Motels subject to restrictive conditions, to serve limited needs of an industrial district</i>	No change
I-1: Light Industrial District	SLU	3.1.18.C.ii.c		No change
OSC: Office Service Commercial	P	3.1.22.B.xi	Transient residential uses	Hotels §4.28.5
OST: Office Service Technology	P	3.1.23.B.v	Hotels and business motels §4.28.4 <i>(when part of a development)</i>	Hotels §4.28.4 <i>(when part of a development)</i>
RC: Regional Center	P	3.1.24.xiii	Transient residential uses	Hotels §4.28.5
TC Town Center	P	3.1.25.B.xix	Hotels and Transient Housing	Hotels §4.28.5
TC-1: Town Center-1	P	3.1.26.B.xix	Hotels and Transient Housing	Hotels §4.28.5
PD-2: Planned Development	SLU	3.31.7.B.i	Convention centers including motels, motor hotels	Convention centers including motels and hotels
Master Plan City west	P		Recommended permitted use of Hotels in 2015 Master Plan for Land Use	To be determined

A Draft Ordinance Amendment

DRAFT
STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI
ORDINANCE NO. 18.290

AN ORDINANCE TO AMEND THE CITY OF NOVI ZONING ORDINANCE AT ARTICLE 2.0 DEFINITIONS, SECTION 2.2 DEFINITIONS; ARTICLE 3.0 ZONING DISTRICTS, SECTION 3.1 DISTRICTS ESTABLISHED, TO UPDATE THE HOTEL TERMINOLOGY IN APPLICABLE SECTIONS OF B-2, B-3, C, EXPO, EXO, FS, I-2, I-1, OSC, OST, RC, TC, TC-1 AND PD-2 ZONING DISTRICTS; ARTICLE 4.0 USE STANDARDS, SECTION 4.28 HOTELS, MOTELS AND TRANSIENT LODGING FACILITIES; ARTICLE 5.0 SITE STANDARDS, SECTION 5.2.12 OFF-STREET PARKING SPACES IN ORDER TO CLARIFY THE DEFINITION OF HOTEL, REVISE THE MINIMUM PARKING AND LOADING AREA REQUIREMENTS FOR HOTEL USE;

THE CITY OF NOVI ORDAINS:

Part I.

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

~~Business Motel: A building or part of a building, as to which the primary form of access to at least seventy five (75) percent of individual rooms is through a common entrance or entrances, and in which there is a series of attached, semi-detached or detached rental units containing a minimum of a bedroom, bathroom and closet space. Units shall provide for overnight lodging and are offered to the public for compensation, and shall cater primarily to the business traveler.~~

Motel: A series of attached, semidetached or detached rental units containing a bedroom, bathroom and closet space. Buildings may contain exterior corridors accessing the rooms. Units shall provide for overnight lodging and are offered to the public for compensation, have limited supporting facilities and shall cater primarily to the public traveling by motor vehicle.

Hotel: A building or part of a building, with a common entrance or entrances, in which the ~~dwelling units or rooming~~ units are used primarily for transient occupancy including extended stay, and in which one or more of the following services are offered: maid service, furnishing of linen, ~~telephone, secretarial, or desk service, and bellboy service,~~ breakfast service, room service and a business center. A hotel may include a restaurant or cocktail lounge, public banquet halls, ballrooms, or meeting rooms.

~~Transient Residential Uses: Uses such as hotels, motels and facilities used primarily for transient occupancy.~~

Part II.

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, ~~and Transient Lodging Facilities~~

1. In the B-2 district, hotels and motels are a permitted use provided the site does not abut a residential district.
2. In the B-3 district, motels are permitted as a special land use subject to the following conditions:
 - A. Access shall be provided so as not to conflict with the adjacent business uses or adversely affect traffic flow on major thoroughfare
 - B. Each unit shall contain not less than two-hundred and fifty (250) square feet of floor area.
 - C. No unit shall be occupied as a permanent residence.
3. In the FS district, motels ~~and~~, hotels ~~and transient lodging facilities~~ but not including tent sites and campgrounds are permitted uses, provided that each living unit shall not contain less than two-hundred fifty (250) square feet of floor area, and provided further that no unit shall be occupied as a permanent residence.
4. In the OST district and EXO Overlay district, hotels ~~and business motels~~ are a permitted use when such are designed to be an integral part of an overall design of an OST district development under Section 3.1.23.B, which shall be constructed at the same time as or after one (1) of the principal permitted use
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 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. The Planning Commission may approve a reduction in the minimum loading area requirements of Section 5.4 for all hotels and motels, subject to the Planning Commission making the following findings:
 - A. The proposed loading area is sufficient for the largest truck that will access the site, and considering any accessory uses proposed such as banquet halls, restaurants and gathering spaces such as conference spaces;
 - B. The proposed location shall provide a safe and convenient access to related uses inside the building in order to prevent the use of existing maneuvering lanes as a temporary loading area;
 - C. The reduction in the minimum loading areas shall not negatively affect the site or surrounding properties.

Part III.

That the City of Novi Zoning Ordinance, as amended, Article 3, Zoning Districts, is hereby amended in the following Sections to read as follows:

C: Conference

3.1.13. C. ii. Special Land Uses

Hotels and motels §4.28.5

EXO: Exposition Overlay

3.1.15. B .v. Permitted Uses

| Hotels ~~and business motel~~ §4.28.4

FS: Freeway Service

3.1.17. B. iv. Permitted Uses

| ~~Hotels and~~ motels, ~~hotel and transient lodging facilities~~ §4.28

OSC: Office Service Commercial

3.1.22. B. xi. Permitted Uses

| ~~Transient residential uses~~ Hotels §4.28.5

OST: Office Service Technology

3.1.23. B. v. Permitted Uses

| Hotels ~~and business motels~~ §4.28.4

RC: Regional Center

3.1.24. xiii. Permitted Uses

| ~~Transient residential uses~~ Hotels §4.28.5

TC Town Center

3.1.25. B. xix. Permitted Uses

| ~~Hotels and Transient Housing~~ Hotels §4.28.5

TC-1: Town Center-1

3.1.26. B. xix. Permitted Uses

| ~~Hotels and Transient Housing~~ Hotels §4.28.5

PD-2: Planned Development

3.31.7. B. i. Permitted Uses

| Convention centers including ~~motels, motor~~ hotels

Part IV.

That the City of Novi Zoning Ordinance, as amended, Article 5, Site Standards, Section 5.2.12, Off-Street Parking Spaces is hereby amended to read as follows:

Section 5.2.12. Off-Street Parking Spaces

| Sec. 5.2.12.C Motels, ~~and~~ hotels ~~or other commercial lodging establishments~~

| ~~One (1) 0.85 space~~ for each one (1) occupancy unit plus one (1) for each one (1) employee, ~~plus parking for accessory uses. Minimum required spaces for other accessory uses such as restaurants, conference facilities shall be calculated per requirements at Section 5.2.12 in addition to the minimum required for a hotel.~~

Part V.

That the City of Novi Zoning Ordinance, as amended, Article 5, Site Standards, Section 5.2.12, Off-Street Parking Spaces is hereby amended to read as follows:

Section 5.4. Off-street Loading and Unloading

Items 1 through 5 unchanged

6. For hotels and motels, the Planning Commission may permit reduction in minimum loading area requirements listed in this section 4.28. 6.

PART VI.

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 VII.

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 VIII.

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 IX.

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 ____ DAY OF _____, 2019.

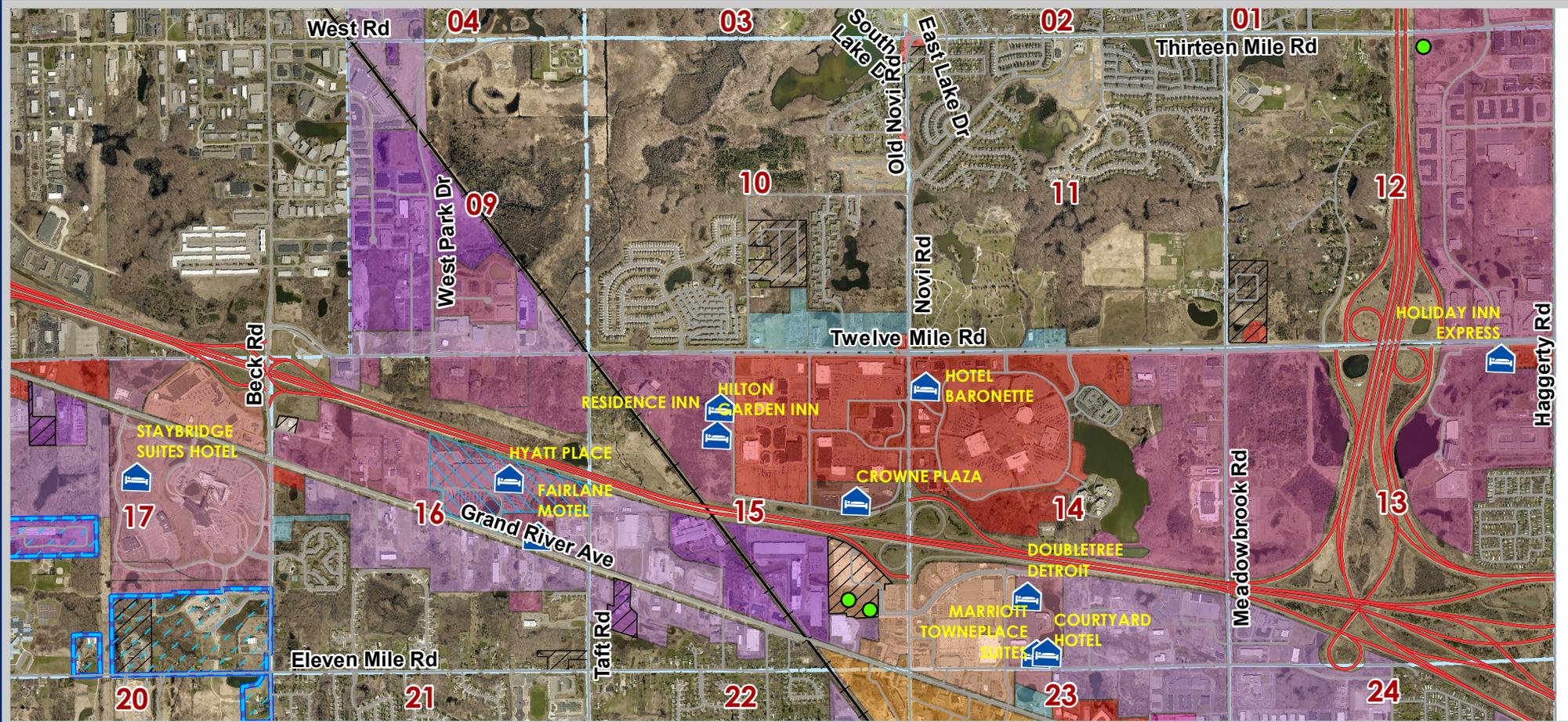
ROBERT J. GATT, MAYOR

CORTNEY HANSON, CITY CLERK

Ayes:
Nays:
Abstentions:
Absent:

A map showing the existing hotels and hotels currently under review/construction

Existing and Proposed Hotels in Novi



LEGEND

- | | |
|------------------------------------|-------------------------------------|
| Exposition (EXO) | FS: Freeway Service District |
| Planned Suburban Low-Rise (PSLR) | I-1: Light Industrial District |
| Planned Rezoning (PRO) | I-2: General Industrial District |
| B-1: Local Business District | NCC: Non-Center Commercial District |
| B-2: Community Business District | OS-1: Office Service District |
| B-3: General Business District | OSC: Office Service Commercial |
| C: Conference District | OST: Office Service Technology |
| EXO: OST District with EXO Overlay | RC: Regional Center District |
| EXPO: EXPO District | TC: Town Center District |
| GE: Gateway East District | TC-1: Town Center -1 District |
| Existing Hotels | Hotels under construction/review |

Map Author: Sri Ravali Komaragiri
Date: August 15, 2019



City of Novi

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

0 950 1,900 3,800 Feet

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. Pleas contact the City GIS Manager to confirm source and accuracy information related to this map.

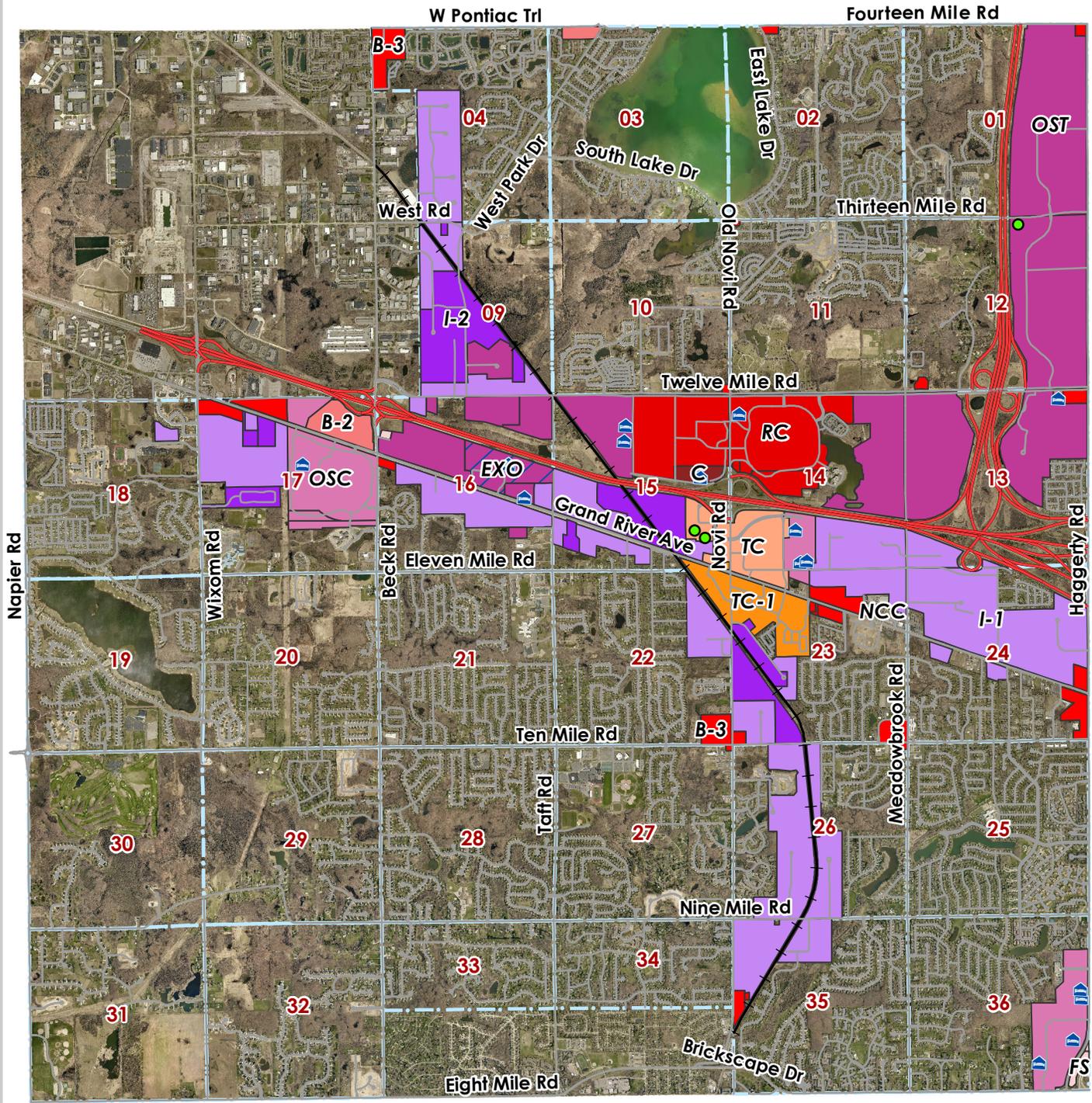


A map showing the Current Zoning districts that allows Hotels as a permitted/special land use/limited use

Current Zoning: Hotel Use

Legend

- B-2: Community Business District
- B-3: General Business District
- C: Conference District
- EXO: OST District with EXO Overlay
- EXPO: EXPO District
- FS: Freeway Service District
- I-1: Light Industrial District
- I-2: General Industrial District
- OSC: Office Service Commercial
- OST: Office Service Technology
- RC: Regional Center District
- TC: Town Center District
- TC-1: Town Center -1 District
- Existing Hotels
- Hotels under construction/review



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Map Author: Sri Ravali Komaragiri
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A map showing future land uses that would allow Hotels as a permitted/special land use/limited use

Articles studied for this Amendment

Opinions

What the rise of Uber means for hotel parking lots

25 JANUARY 2017 1:13 PM

What could Uber's potential impact on transportation mean for hotel guests' need for their cars? The hotel parking lot might be living on borrowed time.



By **George Jordan**
george.jordan@ohrllc.com

Recently, I was bemoaning to a colleague about how I often struggle to find a relevant topic to write about for this column. Angie said, "You should write about Uber." And I thought to myself, well you are "uber-duber-whack-a-doodle-doesky. ... What does that have to do with hotels?" It turns out, quite a bit, and Angela is one smart lady.

Uber and other ride-sharing services—and the rise of social media applied to a smartphone—translates into a highly diminished desire for Generation Z citizens (and others) to own and drive a car. Indeed, lots of chatter online recently makes a very valid case that for the most part, private auto ownership is one of the worst capital investments anyone could make.

The very expensive car sits mostly un-utilized most hours of the day. It's parked in a garage overnight, is driven to/from work, or potentially shopping, and these activities may chew up a few hours a day of actual drive time. Otherwise, it sits idle. Factor in the recurring costs of ownership, and Gen Z has figured out it's cheaper and less stressful to "Uber it" to the next location.

With the added benefit of being able to "text and ride" and communicate via social media as a passenger, why drive when you can ride? Car ownership, and parking utilization, may have peaked in urban communities.

Ride-sharing works well in dense major metropolitan areas but not quite so well in ex-urban locations, where distances and wait times compel some form of car ownership. Finally, the cost of renting a car and parking (whether valet or self-park) often exceeds the cost of overnight hotel accommodations in larger cities—e.g. \$70 per night in Chicago.

The end result of these burgeoning trends is a precipitous drop in parking demand. New hotels are reducing the amount of parking stalls or eliminating parking altogether. In some major urban markets, residential parking ratios are extremely low, and cities are requiring fewer parking spots in order to encourage greater use of public transportation.

Autonomous vehicles make headlines on a daily basis. Every car manufacturer is in deep research and development and is looking forward to the day when vehicles are effectively robotic transports controlled by computers. Watch out Uber drivers: Uber will remain, but soon enough, the human driver won't.

The day is coming when citizenry doesn't drive, they ride. They do not park, they exit. Traffic jams and gridlock will be stricken from the urban dictionary. Vehicles will be computerized and unattended means of conveyance that are nearly fully utilized capital investments. Parking may become an afterthought, and its revenue streams like the telephone department deleted. You remember landlines, right?

All of this buildup is to point out a major trend at urban hotels: parking is on the decline, no qualifiers. For hotel owners and managers, this means "right-sizing" parking garages, moving to valet operations, and otherwise creating value for those that still do park. (Squeegee the windshield clean upon departure, perhaps?) It means less land requirements for new builds, and greater return on investment when sized right.

But none of this happens overnight or even in the next five years. So in the short term, what are you doing to maximize convenience and parking revenues to enhance the guest experience? Cleaning the windshield, offering a bottle of water on a hot summer day, combining door/bell services with valet are a means to improve the guest experience and the bottom line.

Short term, we find a new form of gridlock in the urban core, "Uberlock." The ride-share drivers have activated their idle capital (cars) and are circling the city blocks like vultures in the desert, waiting for something to die. And it will; it's called parking.

George Jordan is senior vice president – operations for Oxford Hotels & Resorts, overseeing a cluster of three-, four-, and 4 ½ -star hotels, both operating and under development. Mr. Jordan has worked in hotels for over 30 years including the Arizona Biltmore, The St. Paul, The Marquette, The Drake, Raffaello Hotel, Hotel Felix, and most recently The Godfrey Hotel Chicago. New openings currently orchestrated by Mr. Jordan include the Godfrey Hotel Boston, and LondonHouse Chicago. Mr. Jordan rose through the ranks while attending college at University of Southern California and Arizona State University, where he obtained a B.S. in finance. George has served as area food and beverage director for Hilton International, based out of the Drake Hotel Chicago, and also as hotel

manager at the Drake. George joined the Oxford team in 2009 as area general manager; he was promoted to senior vice president in 2012. His daily duties include oversight of Hotel Felix, Hotel Cass, Godfrey Hotel, and contributes his operational and marketing expertise to acquisition activities. George is a well-respected leader and a member of many Chicago civic organizations including The Magnificent Mile Association, CCTB, DLC and serves on the board of directors for Lawson House YMCA and on the advisory council of De Paul University's School of Hospitality. Mr. Jordan writes a quarterly column for Hotel News Now and is slated to be a cast member in an upcoming reality TV series.

The opinions expressed in this column do not necessarily reflect the opinions of Hotel News Now or its parent company, STR and its affiliated companies. Columnists published on this site are given the freedom to express views that may be controversial, but our goal is to provoke thought and constructive discussion within our reader community. Please feel free to comment or contact an editor with any questions or concerns.

Change Language: ▼

The Uber Effect

The “Uber Effect” refers to the influence of mobility sharing services, such as Uber and Lyft, on traditional transportation generators like commercial establishments, entertainment complexes, airports and hotels.

Ride-hailing, mobility-on-demand, ride-sharing: Whatever you call it, the media have extolled these app-based services as “disrupters” and “category killers.” The taxi and parking industries appear to be the “disrupted” and “killed” in these dire-future forecasts.

Outside this media echo chamber, there is evidence where Uber and Lyft are affecting the parking industry in certain markets. Uber doesn't release financials. Lyft has yet to make a dime. Nonetheless, parking facility owners, managers and other industry experts see ride-hailing companies affecting several specific demand sectors.

Are ride-hailing apps a trend? A spreading contagion dooming parking? Or just a fad, a blip in the nonstop, 100-year growth curve of commercial parking?

Airports Handle Ride Apps Differently

Uber and Lyft entered the Richmond, Va. market in August 2014. Richmond International Airport's (RIC) chief financial officer Doug Blum is closely monitoring the situation, but says, thus far, the “effect” has been minimal.

“Our enplanements have been growing the last four years and our parking income has also grown apace,” he notes. “The ride shares are taking a good bit of business from taxis, but the taxis are surviving. I think an overlooked part of the Uber traffic is from people that would have otherwise asked a friend, relative or co-worker to drive them.”

For airport administrators, an early warning of storms ahead might be diminishing terminal curbside availability.

As fewer vehicles exit airport roadways to park, more will destinate at the airport's front door. Competition for parking at airport curbsides has always been challenging, but now, with ride-hailing vehicles in the mix, congestion has worsened.

BUR Ride-Sharing Drivers Pick Up in Parking Lot

Hollywood Burbank Airport (BUR) has addressed curbside congestion and concern over potential lost parking revenues. The airport requires ride-hailing drivers to pick up their arriving passengers in the short-term parking lot.

This has added an estimated \$2,700 per month in parking fees, according to reports in the Los Angeles Times. It's not clear whether these new fees offset parking revenue losses created by the on-demand services spiriting away their customers.

LAX Drivers Pay Airport Access Fees

Also according to the LA Times, Los Angeles International Airport (LAX), has reached an agreement with Uber and Lyft that treats the on-demand services more like taxis, which pay commercial vehicle access fees to the airport.

LAX has created special waiting areas and curbside pick-up zones for the ride hailers. In return, Uber and its peers have each agreed to guarantee LAX a minimum of \$25,000 per month in commercial vehicle fees.

To date, these fees have greatly exceeded set minimums, but it's unknown if these gains offset potential parking revenue losses.

End of the Designated Driver?

Worldwide, restaurants, bars and concert venues are attributing a drop in parking demand directly to Uber and its competitors.

In São Paulo, Brazil, city managers blame Uber for a 40 percent decline in the parking tax income flowing from parking demand.

Recent articles from a variety of sources, such as the New York Times, indicate that app-users are partying longer and harder, freed from concerns about parking hassles and driving under the influence.

In Chicago, a Crain's Business Weekly article, "Will Uber and driverless cars turn the parking biz into roadkill?," identified one garage near the famed Rush Street nightlife zone citing a revenue decline of five percent. (Yes, the garage is still in business.)

NPA stalwarts John Hammerschlag of Hammerschlag Parking and SpotHero's Mark Lawrence were also cited in the Crain's article.

Hammerschlag noted the "Uber Effect" had produced "some impact" in certain locales, but that overall, his year-to-year traffic volumes were up.

Lawrence observed his nighttime customers were still driving, but perhaps more likely to park once, then Uber between hotspots.

Getting a Lyft to the Hotel

The hospitality parking sector has been hammered as guests, especially those from out-of-town who previously might have rented a car, choose to be driven to their hotel destination.

In an article in the Hotel News entitled, "What the Rise of Uber Means for Hotel Parking Lots," George Jordan, senior vice president for operations at Oxford Hotels & Resorts wrote recently, "[A] major trend at urban hotels: parking is on the decline, no qualifiers. For hotel owners and managers, this means 'right-sizing' parking garages, moving to valet operations, and otherwise creating value for those that still do park. . . It means less land requirements for new builds, and greater return on investment when sized right."

Annapolis-based Towne Park is a parking management leader in the hospitality sector. Chuck Heskett, president of the firm, agrees that on-demand services have reduced hospitality parking needs, but adds a caveat.

"Our hotel business has been negatively impacted. That's the bad news. The good news is the impact has been modest. The most severe loss in vehicle volume counts is occurring on the coasts and in larger event and entertainment hotels."

Most Commuters Still Prefer to Drive Themselves

Jerry Skillett of New Yorkbased Citizens Parking has been quoted on numerous occasions as not fearing the onset of ride hailing and driverless cars.

In a recent article in the Atlanta Journal & Constitution, Skillett recounted that 90 percent of the vehicles arriving in his premium-rate, Manhattan garages are commuters piloted by a single occupant. Most observers agree that for commuting, Uber is not competitive. . . yet.

To date, ride hailing has not noticeably penetrated the suburban retail sector, known for its ubiquitous parking acreages. However, it has enlivened a few downtown residential and specialty shopping areas.

Condominiums have been listed for sale in San Francisco with no parking, but a year's worth of Uber rides. Leaders of Washington, DC's 14th Street retail corridor credit Uber with the area's revival. Medical markets have also not been significantly impacted.

Towne Park's Chuck Heskett reports, "Our healthcare business has been immune to the ride hailing apps."

Apps Growing, But So is Parking

Heskett keeps competitive concerns over the "Uber Effect" in perspective. "We have data that show the percent of annual passenger miles traveled using these apps (Uber, Lyft, etc.) going from 1.9 percent today to 5.3 percent by 2030," Heskett says.

"Overall, the parking business still grows. In absolute terms, we believe we will still be parking more cars as time goes on. The adoption rate of people that use ride-sharing apps seems to have leveled off at most of our affected locations as well."

Something's in the air with the "Uber Effect". But it's too early to tell whether it's burning rubber or simply hot exhaust.

Charles R. "Charlie" Munn III, CPP is the co-founder and CEO of the H2H2H Foundation. He is a former commercial parking executive. Email him at cmunn@h2h2h.org.

[VIEW ALL ARTICLES](#)

Parking Demand Trends: The Impact of Transportation Network Cos.

Walker Consultants Vice President Mary Smith discusses the impact of TNCs and autonomous vehicles on parking demand and how some sectors are affected by this growing industry.

By Adina Marcut (/author/adina-marcut/)

APR 02, 2018



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trends-
the-
impact-
of-
transportation-
network-
cos (/author/adina-marcut/)

Ride-sharing services such as Uber and Lyft are disrupting the status quo by offering cheaper, more flexible transportation, changing the way we get around. On one hand, these companies present challenges to traditional county revenue streams, while on the other hand, they provide new opportunities to improve county planning, mobility and service models. Walker Consultants' Vice President of Parking Consulting Mary Smith spoke with *Commercial Property Executive* about how Transportation Network Companies (TNCs) are affecting parking demand and how that impact could play out in the next few years.



(https://www.cpeexecutive.com/wp-content/uploads/2018/04/Mary-Smith-Walker-Consultants.jpg)

Mary Smith

Where do you currently have projects under development?

Smith: Personally, I am working on projects in Doha, Cairo, Dubai as well as in Atlanta, Los Angeles and New Jersey.

Do you think TNCs are a positive or a negative? Why?

Smith: There are many positives, including providing additional mobility options, and for urban dwellers, supporting a car-free lifestyle. Someone can use transit for most trips and TNCs when transit doesn't work well. However, studies are finding TNCs are negatively impacting transit, walking, biking and car sharing, proportionately more than driving and parking. A study by UC Davis found that roughly half of the trips by TNCs would have been made otherwise by transit, walking or biking or not going at all. They found that TNC use reduces bus ridership by 6 percent and light-rail usage by 3 percent, but increases heavy rail transit by 3 percent. Other studies have similar findings. So there are legitimate concerns about TNCs' impact on traffic and congestion, transit etc.

Which businesses are impacted the most by TNCs and how are they affected?

Smith: Aside from parking, the biggest issue for TNC rides right now is the impact of passenger loading. Airports are finding increased congestion at the curb and are moving pickup for TNCs inside parking facilities. Sports and event facilities are dealing with problems staging vehicles for pickup after events, with the volumes still growing rapidly year over year.

We think there will be a maximum reduction in parking demand across the U.S. of about 40 percent, and that the full impact won't be achieved until at least 2050.

Mary Smith,
Vice President of Walker Consultants

(<https://www.cpexecutive.com/wp-content/uploads/2018/04/Interview-quote-CPE-Mary-Smith.jpg>)

How do TNCs impact cities?

Smith: Cities are beginning to have to turn on-street parking to passenger loading zones. Over time, they will lose parking revenue if TNC use outpaces parking development growth.

How are ride-sharing services impacting parking demand?

Smith: From a parking perspective, airport parking transactions per enplanement are down by 5-20 percent with parking by business travelers appearing to be most impacted. It depends upon the parking rates and convenience of parking at the specific airport. Moreover, the impact is even greater on taxis and rental cars at airports and the fees that airports receive from those transactions. In turn, hotels are seeing up to a 70 percent decline in parking by business travelers, although there is much less impact on leisure traveler parking, as well as banquet and local event parking. Restaurants and bars, particularly those with valet parking, are seeing up to an 80 percent reduction in parking, apparently due to concerns both for convenience and cost of parking, and to avoid drinking and driving. Sports and events facilities are seeing a 3-6 percent reduction in parking from a few years ago.

How will driverless cars impact parking demand?

Smith: While many in the planning community project as much as a 90 percent reduction in parking demand in the U.S. within a decade or so due to autonomous vehicles (AVs), we believe it will be slower and much less impactful. We simply don't believe that 90 percent of Americans can or will give up cars and use **driverless cars** (<https://www.cpexecutive.com/post/4-big-trends-that-will-shape-cre-a-futurists-guide/>) instead, particularly shared-ride providers like UberPool and Lyft Line, which are necessary to get to the 90 percent figure cited in most articles.

How will parking demand change in the next years?

Smith: About one-third of Americans live in areas with a population less than 200,000 people, where shared TNC rides are unlikely to be nearly as cost-effective and convenience and comfort will play a bigger role. Further, we have 260 million non-automated vehicle (AV) cars on the road today, and millions more that will be sold in the next decade (before AVs are available to consumers). We think there will be a maximum reduction in parking demand across the U.S. of about 40 percent, and that the full impact won't be achieved until at least 2050. Where a parking facility serves activities that grow with population, like airports, downtowns and universities, the parking demand will continue to rise through about 2030 and then come back down to the demand today around 2050. Certainly, the impact will be much higher than a 40 percent reduction in the urban core areas, but it will be lower in suburbs and much lower in rural areas and smaller cities and towns.

How do you think self-driving vehicles will impact parking planning?

Smith: In addition to the reduction of parking due to driverless TNC rides, "autonomous parking" by privately owned AVs, will allow passengers to be dropped at the door and then the car will go and park itself, perhaps at a lower cost parking facility a few blocks away. Wherever they park, they can park closer together, because car doors don't need to be opened at the parking stall. As a result, the capacity of parking facilities may go up at the same time parking demand goes down. We need to plan for significantly increased passenger loading zones in the future for most parking structures designed today.

There is significant potential for the seas of asphalt surrounding most suburban developments to be redeveloped with office, residential, hotels, restaurants and even retail that would share with existing **parking recourses** (<https://www.cpexecutive.com/post/right-sizing-your-parking/>).

Can you name a few metros that are experiencing parking issues?

Smith: We are hearing the above referenced reductions to hotels, airports, bars/restaurants are pretty consistent in major metro areas across the US. Las Vegas is having enough problems with TNC loading that they are starting to turn on-street parking into loading zones.

What are the future plans regarding parking demand?

Smith: The impacts on parking in downtowns, universities and others land uses that have multiple parking facilities, will be absorbed by the market over time; surface lots in prime locations will be developed with little or no new parking, and older deteriorated garages will be torn down and redeveloped as well. While many talk about designing new parking facilities to be completely converted to other uses in the future, we haven't found a single client willing to pay any significant premium to do much more than provide more floor-to-floor height now.

And if you don't take other design steps now, like strengthening the structure for the heavier loads of office, retail and apartment uses and/or providing a façade that is easily converted, it will cost much more to convert in the future, while you will end up with a space that is probably significantly compromised compared to what the future market wants and needs.

Image courtesy of Walker Consultants

[Walker Consultants \(/tag/walker-consultants/\)](#)

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Excerpt from Planning Commission Meeting Minutes
August 28, 2019



PLANNING COMMISSION MINUTES

CITY OF NOVI

Regular Meeting

August 28, 2019 7:00 PM

Council Chambers | Novi Civic Center
45175 W. Ten Mile (248) 347-0475

CALL TO ORDER

The meeting was called to order at 7:03 PM.

ROLL CALL

Present: Member Avdoulos, Member Gronachan, Member Lynch, Member Maday

Absent: Member Anthony, Member Ferrell, Chair Pehrson

Also Present: Barbara McBeth, City Planner; Sri Komaragiri, Planner; Lindsay Bell, Planner; Victor Boron, Staff Engineer; Kate Richardson, Staff Engineer; Thomas Schultz, City Attorney

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Moved by Member Lynch and seconded by Member Gronachan.

VOICE VOTE TO APPROVE THE AUGUST 28, 2019 AGENDA MOTION MADE BY MEMBER LYNCH AND SECONDED BY MEMBER GRONCHAN.

Motion to approve the August 28, 2019 Planning Commission Agenda. Motion carried 4-0.

AUDIENCE PARTICIPATION

Dorothy Duchesneau, 125 Henning, said given where we are today, August of 2019, and with Robertson Brothers PRO approved for Lakeview, and it's not August of 2018 anymore when citizen input was given at the Pavilion Shore Park workshop, I don't understand why the entire six acres mentioned today as the proposed rezoning of Pavilion Shore Village needs to be rezoned.

Robertson Brothers was approved this past spring as a PRO development with an overlay. The new development does not even need to be part of the Pavilion Shore footprint. It seems like an overlay on top of an overlay on top of an already existing subdivision overlay, which is getting redundant. This portion of the neighborhood, as per the 2016 Master Plan, is now being developed and it's being fixed. The properties that were sold to Robertson Brothers were part of two subdivisions that were platted and date back ninety years. They

- ii. **A maximum of 4.5 feet of on-ground projection shall be allowed as shown in the 'Wing wall/planter projection area' exhibit on revised PRO Concept plan dated 07-25-19, subject to the City's Façade Consultant approval at the time of building permit review;**
- d. **The elevations shall comply with the Ordinance requirements and conditions of the PRO agreement, subject to the limitations set forth in the Master Deed as determined at the time of individual building permit review;**
- e. **The applicant shall update the PRO agreement with the following updates:**
 - i. **The ITC comfort station shall be completed within 6 months of Dec. 15, 2019 or within 6 months from the substantial completion date of the ITC trail at Nine Mile and Garfield intersection;**
 - ii. **The compensating cut areas in the approved PRO Agreement shall be updated to be consistent with the MDEGLE permit approval dated 04-09-19;**

This motion is made because the proposed amendment is proposing changes that are consistent with the intent of the original PRO plan and Agreement with additional modification as noted. *Motion carried 4-0.*

MATTERS FOR CONSIDERATION

1. **INTRODUCE TEXT AMENDMENT 18.290– Updates to standards for Hotel developments**
Set a public hearing for Text Amendment 18.290 to update at various sections, in order to bring ordinance language up to date, and update standards for minimum parking and loading requirements for Hotel developments.

Planner Komaragiri said thank you. Recently the Community Development department has seen a considerable interest in hotel development in Novi. There are about sixteen built hotels in Novi and one under construction. In the last five years, the Planning Commission has approved two hotels and in 2019, the City Council had approved a development that included two hotels as part of a planned rezoning overlay development. One of these hotels, which was part of the PRO, applied for the reduction in minimum parking and noted that the increase use of networking services and ridesharing services like Uber and Lyft had an impact on parking trends and anticipated that the guests will utilize those services and requested a reduction in parking counts.

Also, based on recent discussion, the Planning Commission has advised the staff to look into the effects of ride sharing services on the parking demand for hotels. We have studied available articles online and then contacted local hotel managers and we also checked in with other planners in the neighboring communities to see if they considered research on a similar amendment. The memo that was a part of the packet included a summary of the research and the conclusions and staff's recommendations. Staff had made some recommendations to reduce the minimum required parking for hotels and made some updates to the categories that are available in the text amendment and then allowed an option for Planning Commission to approve the reduction in parking and the loading area for hotels as part of their preliminary site plan approval.

The Planning Commission is asked to review the proposed amendment and if acceptable set a public hearing at a later meeting. Following the public hearing, the Planning Commission will be asked to make a recommendation to the City Council on the proposed ordinance amendment. Staff will get into additional detail at the public hearing about the actual changes. If you have any questions, I would be glad to answer them.

Member Avdoulos said thank you Sri, any additional discussion from the Planning Commissioners?

Member Lynch said first of all, I want to thank you for doing all of this. I know I asked for it a while ago, and I think the goal, when we had the discussion earlier, it was not just to give the hotel more opportunity to put more stuff in, but to reduce asphalt and replace it with some sort of foliage, we even talked about a land bank. If for some reason, we mess up and thirty years from now Uber and Lyft are gone and people are back driving cars, I would like to have the option of saying, right now we have this wonderful land bank and we have less asphalt, well now it looks like we messed up and have to go back to the old ordinance. It would give the hotels an opportunity to take that land bank and turn it back into asphalt or concrete. My understanding of the discussion was that we want to be reasonable, but we wouldn't want to give that stuff away, we just want to replace asphalt with greenery. Is that where this text amendment is headed?

Planner Komaragiri said not exactly. The text amendment looked at a possible reduction of the minimum parking counts because we looked at the ITE parking generation and everyone noted that the average maximum occupancy is between 70-80%. So we were looking in terms of that and we provided an opportunity to reduce the minimum parking counts and then there's always a shift in employee ratios within hotels. In response to your land banking comment, the current ordinance still gives that as an option for the applicants. It does not necessarily through this amendment, if any hotel applicant wants to come in and propose land banking, they can still do so by providing a parking study justifying the land bank and then Planning Commission can approve that based on the current ordinance requirements.

Member Lynch said in other words, right now the way the ordinance is written, I have a hotel and then I have parking, and that creates a footprint, so what I'm saying is, I want the footprint to stay the same, but the parking portion of that footprint is smaller and the green portion, where it would have been asphalt, is now a green space. Is that what we're doing?

Planner Komaragiri said not with this amendment, but the current ordinance would allow giving that option to the applicant if they want to.

Member Lynch said what if the applicant doesn't want to?

Planner Komaragiri said that's something we may have to look into.

Planner McBeth said right, so with Planning Commission's recommendation we can certainly add that component to the ordinance and say that a certain number of reduction of parking spaces can be allowed with the Planning Commission's approval for hotels provided that the spaces are land banked.

Member Lynch said you're much better at this than I am, I agree with you said.

Planner McBeth said and then there were several other changes included in the ordinance as well. Some of the research that was done indicated that perhaps we do have a little bit of a high parking calculation for hotels based on the other communities. So, allowing it to be green space instead of asphalt is a good idea.

Member Lynch said OK, when I make the motion it is going to be in accordance with what you just said Barbara.

Member Maday said that's what I was thinking too. Why have this huge parking lot if it's not going to be used? But I don't want to make it so people build a bigger building; I want it to be used for green. But this equation is going to change again, in my opinion, in the next ten years, everything's going to be augmented for ride sharing, so I think we're going to be visiting this several times, sooner than later. I like that were working on it and putting a foot forward on it.

Member Avdoulos said I think we're heading towards the direction of minimizing parking as much as we can and I know here we have accessory uses under the hotels so, for business type hotels, I can tell you I travel a lot around the country so when there's four of us going to a meeting and were staying overnight we'll have four rooms but we'll use one vehicle and we see that a lot with our consultants too. The accessory uses I'm thinking more hotels with banquet facilities will need to provide enough parking for their guests overnight so that's where I see it getting tricky, where you want to make sure you have enough parking to satisfy that. So I think this is a step in the right direction and I think Member Maday is correct. We'll revisit the ordinance so we make sure it is applicable and it's up to date. So those are my comments. Do we have a motion on that?

ROLL CALL VOTE TO SET A PUBLIC HEARING FOR TEXT AMENDMENT 18.290 MADE BY MEMBER LYNCH AND SECONDED BY MEMBER GRONACHAN.

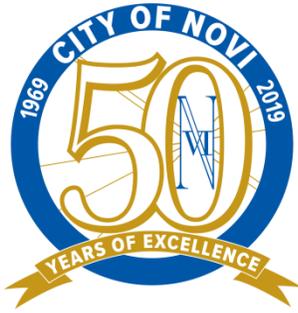
Motion to set a public hearing for the text amendment 18.290 with staff to make to make revisions to the draft ordinance as discussed in the meeting. Motion carried 4-0.

2. INTRODUCE TEXT AMENDMENT 18.288 – UPDATES TO THE B-2 AND B-3 ZONING DISTRICTS

Set a public hearing for Text Amendment 18.288 to update the uses permitted as of right and the uses permitted as special land uses in the B-2, Community Business District and B-3, General Business District, and various other modifications.

Planner Bell said in your packet you have a number of proposed text amendments to the Zoning Ordinance as proposed by staff. City Council's Ordinance Committee recently met and requested that staff review land uses which may be more suited to be considered as a Special Land Use under the Special Land Use permit guidelines. That committee's input has been incorporated into the proposed text. The suggested changes at this time are primarily in the B-2, Community Business District and the B-3, General Business District. Those changes include amending the definitions of the Retail Business Service Uses and Retail Business Uses, and adding a definition for Smoke Shops, reclassifying theaters and other places of assembly as Special Land Uses in the B-2 and the B-3 Districts, clarifying the types of retail businesses allowed in the B-3 District, the

Excerpt from Planning Commission Meeting Minutes
October 30, 2019



PLANNING COMMISSION MINUTES

CITY OF NOVI

Regular Meeting

October 30, 2019 7:00 PM

Council Chambers | Novi Civic Center
45175 W. Ten Mile (248) 347-0475

CALL TO ORDER

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

ROLL CALL

Present: Member Avdoulos, Member Ferrell, Member Gronachan, Member Lynch, Member Maday, Chair Pehrson

Absent: Member Anthony

Also Present: Barbara McBeth, City Planner; Lindsay Bell, Planner, Sri Komaragiri, Planner; Thomas Schultz, City Attorney; Madeleine Kopko, Planning Assistant

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Moved by Member Gronachan and seconded by Member Ferrell.

VOICE VOTE TO APPROVE THE OCTOBER 30, 2019 PLANNING COMMISSION AGENDA MADE BY MEMBER GRONACHAN AND SECONDED BY MEMBER FERRELL.

Motion to approve the October 30, 2019 Planning Commission Agenda. Motion carried 6-0.

AUDIENCE PARTICIPATION

Nobody in the audience wished to speak.

CORRESPONDENCE

Member Lynch said yes. There is one letter from John Kuenzel, 23819 Heartwood. Everyone on the Commission has copies available to read.

COMMITTEE REPORTS

There were no Committee Reports.

CITY PLANNER REPORT

Planner McBeth said the first item on the agenda is Keford Collision and Towing. Staff is asking that this matter be postponed until the next meeting, which is November 13, in order for the City to notify the property owners surrounding the development. There is a motion in your packet that follows that recommendation. The second matter is the Golling Maserati and Alfa Romeo Zoning Request that we anticipated would be back in front of the Planning Commission for this meeting. We learned from the applicant last Friday that they wished that the matter be removed from the agenda and we expect that the rezoning signs are going to come down on the property. The applicant may or may not come back at a later point. If they do, we will have another Public Hearing.

CONSENT AGENDA - REMOVALS AND APPROVALS

1. SLI MEDICAL

Approval at the request SLI Medical for Planning Commission's approval of minor changes to the revised site plan and the landscape plan to accommodate truck maneuvering. The applicant previously received Planning Commission approval for site plan and storm water management plan.

Motion made by Member Lynch and seconded by Member Gronachan.

ROLL CALL VOTE TO APPROVE THE REVISED PRELIMINARY SITE PLAN AND LANDSCAPE PLAN MOTION MADE BY MEMBER LYNCH AND SECONDED BY MEMBER GRONACHAN.

In the matter of request of SLI Medical for JSP18-74 SLI Medical Office Building, motion to approve the Revised Preliminary Site Plan based on and subject to the findings of compliance with the Ordinance standards in the staff and consultant review letters and the remaining items listed in those letters being addressed on the electronic stamping set submittal. Motion carried 6-0.

PUBLIC HEARINGS

1. KEFORD COLLISION AND TOWING JSP 18-31

Public hearing at the request of Keford Collision & Towing for Planning Commission's approval of the Preliminary site plan, Wetland permit, and Storm water management plan. The subject property is currently zoned I-2 (general industrial) with an associated planned rezoning overlay (PRO) agreement. The subject property is approximately 7.61 acres and is located on the south side of Grand River Avenue between Taft Road and Novi Road (Section 15). The applicant proposes to use the existing larger building for an auto body collision repair shop and related offices, along with an accessory use of car rental services. No particular subtenants for the second existing building have been identified yet. The plan proposes an enclosed yard of up to 160 spaces in the rear yard for storage of towed vehicles.

Motion made by Member Lynch and seconded by Member Gronachan.

ROLL CALL VOTE TO POSTPONE THE PUBLIC HEARING FOR THE PRELIMINARY SITE PLAN, WETLAND PERMIT, AND STORM WATER MANAGEMENT PLAN MOTION MADE BY MEMBER LYNCH AND SECONDED BY MEMBER GRONACHAN.

In the matter of Keford Collision and Towing JSP18-31, motion to postpone the Preliminary Site Plan, Wetland Permit and Storm water Management Plan to give staff additional time to properly advertise for the public hearing. Motion carried 6-0.

2. TEXT AMENDMENT 18.290- UPDATES TO STANDARDS FOR HOTEL DEVELOPMENTS

Public Hearing for Planning Commission's recommendation to the City Council for an ordinance to amend the City of Novi Zoning Ordinance at various sections, in order to bring ordinance language up to date, and update standards for minimum parking, open space and loading requirements for Hotel developments.

Planner Komaragiri said we introduced an Amendment to reduce minimum parking requirements for hotel use at our August 28, 2019 Planning Commission Meeting. At the time, we were proposing a reduction subject to additional conditions such as a parking study and the development to be a part of a mixed use. However, we have gathered from that discussion that night that the Commission was in favor of having the reduction result in more

open space as opposed to a bigger building footprint. In response, we have revised the proposed Draft Amendment to address two items: the reduction in parking and additional open space. As part of our parking demand research, we looked at three things. First, we reviewed the parking requirements for the surrounding communities. Wixom, Farmington, Rochester Hills, and Southfield did not specify any minimum requirement for number of employees. It is most likely due to access to public transportation. Parking based on room count in other communities is similar to Novi. Second, we reviewed the parking requirements in the Institute of Transportation Engineers parking manual. The ITE Manual provided parking demand values for various types of hotels with an estimated 72% occupancy. Parking demand as per the manual ranges from 0.43 to 0.86 spaces for each room depending on the type of the hotel. Then we reviewed available data on the effect of ride sharing on hotel parking demand: a couple of articles and a published journal. In particular, we focused on a study completed by the University of Colorado published in the journal of Transportation and Land Use. This study provides a better insight to the directional relationship between parking and ride sharing services. The study also noted that if the ride sharing services did not exist, 26.4% of the Uber or Lyft riders would have driven and needed a parking space. Based on this research we believe that a 15% reduction in our minimum parking requirements is justified. If there are any accessory uses such as banquet halls or restaurants, parking will be calculated for individual uses as we have it right now. However, in such cases, we anticipate that the applicant will choose the option for shared parking.

To address the open space discussion, which was brought up at the last meeting, we've considered the option of land bank parking along with the parking reduction. However, after looking at a couple of scenarios, we've realized that it comes with the possibility of losing the green space if the applicant ever decides to install the parking in the future. We looked into open space requirements for hotels in other communities. Our surrounding communities currently do not have any standards, but a quick search revealed a few comparable requirements in other cities, especially with extended stay hotels where a majority of users are families with kids. Having that extra space for active or passive recreation would be useful. We realized that a requirement for minimum open space in terms of a fixed percentage like 15% of total site might be excessive if the hotel is part of a mixed use as part of a larger site.

We have come up with a formula which uses a minimum square footage per each room. We used a hotel, for example, that contains 200 rooms. Per our current Ordinance, they would be required to have 200 parking spaces. Based on the proposed Ordinance, we would require 170 spaces by which we saved about 30 spaces. If we apply that same rule using 250 spaces for each parking lot, that's a reduction of 7,500 square feet in impervious area which would have been parking. The number we came up with is 30 square feet for each room. For 200 rooms the number would give us around 6,000 square feet. It's not the exact same number but it's comparable. We said that the useable open space doesn't have to be an open green space, but something the hotel users can use, maybe an extended patio or a landscaped plaza. We looked at a couple of hotels that were approved in the last couple of years.

Planner Komaragiri showed a map of a hotel development in the area that displayed what the final development could have looked like with the new proposed Ordinance Amendment in place with a green space added in place of some parking spaces.

Planner Komaragiri continued to say that's about 30 square feet per each parking space reduced at 15%. In summary, what we're proposing with this Amendment is that there is no change for the employee parking, for the guest parking we are proposing a 15% reduction, and we added 1 space for pick-up for Uber and Lyft. There is no change to what we require for accessory uses, they still have to go through the section requirements for each use or do a shared parking agreement. For useable open space we are proposing a requirement of 30

square feet for each room for all districts where hotels are currently allowed except for Town Center and Town Center- 1 because they have their own 15% open space requirements. Just so we don't end up with undefined pieces spread around sporadically throughout the site, we set a requirement saying the open space should be a minimum of 10 feet in any direction, it cannot be counted towards any existing landscaping or buffer requirements and it has to be designed for active or passive recreation. We suggested it should be located at an accessible location and well designed.

In the past, we have noticed that consistently hotel developments have said they do not need a loading zone as the Ordinance requires. We have been sending those applicants to the Zoning Board of Appeals so we thought we would allow the Planning Commission to allow a reduction in loading space. That would avoid a step in having to go the ZBA Meetings for the applicants because the loading space requirement is based on the largest truck load that would access the site and it also depends on the type of hotel. Some hotels do not have restaurants or banquet rooms and would not need a larger loading space. Right now we are asking for 10 square feet for each front foot and if the hotel is longer they will have an excessive loading zone they will not need.

We just put in some findings that the Planning Commission needs to make before they can approve the reduction. These are the primary points in the Draft Amendment, but in addition to those we are also proposing some minor clean ups. Right now we have four categories that define what a hotel is: a hotel, a business hotel, a motel, and a transient residential use. It kind of gets cluttered and confusing sometimes so we are narrowing the definitions down to 2: either a hotel or a motel. We redefined it so that the business hotel and the transient residential uses are covered in those two categories and we cleaned up wherever those references are made.

Planner Komaragiri showed a map where the hotels and motels are currently allowed in Novi because the proposed text amendment would affect those sites if anyone is planning to develop a hotel or motel in those areas. Most hotels in Novi were between 12 Mile Road and the Grand River Avenue Corridor.

Planner Komaragiri said the Planning Commission is asked tonight to hold the Public Hearing, consider the proposed Draft Amendment, and make a recommendation to City Council.

Chair Pehrson said this is a Public Hearing. If anyone would like to address the Planning Commission at this time please step forward. Seeing no one, Chair Pehrson asked Member Lynch if there is any correspondence, and with none provided, Chair Pehrson closed the public hearing. Chair Pehrson turned it over to the Planning Commission for their consideration.

Member Lynch said I know we have been talking about this for a long time. You took this concept where the City wanted to see more green space while trying to be reasonable with developers over parking spaces. I think a 15% reduction is very conservative based on the data that I read. This is a good first step. I really appreciate the detail that you went through putting the formula together. I think this accomplishes the objective that we had, which was how do we get rid of these unnecessary asphalt jungles and replace it with green space without putting too much of a burden on a developer. This gives us some opportunity in the future as we try out this prototype. We can make further modifications as we go. Staff did a great job on this and I appreciate it.

Member Avdoulos said I agree and I think the visuals really help, especially if there are residences or businesses that want to see what that looks like and get a frame of reference. I think I'd like to see the open space contiguous to the hotel so people don't have to cross a

large area of parking to get to that open space.

Planner Komaragiri said we looked into that and then we realized that most of the hotels that were designed always have a loop around it and people want to have parking closer to the roads, but yes I agree.

Member Avdoulos said a lot of the hotels that offer breakfast have an outdoor seating area adjacent to the structure. I do think that this is going in the right direction to manage the amount of paved surfaces we have. There may be hotels that come in and based on their business model might want to go back to the other Ordinance and I think that is a case by case basis. I am going through that right now with a project where the City says that we only need 200 spaces but the medical facility were working with says they need 400 spaces and that's just based on what they know. So I think we may get that in the future, but I think that this is going where we want it to go.

Planner Komaragiri said we can definitely look into adding the contiguous part of it and see how we can make it flexible.

Member Avdoulos said I was just on a business trip and we called an Uber and they dropped us off. We see this more and more. Again, this is a living document so if it is not working we can always come back and change it. So I would like to make a motion.

Motion made by Member Avdoulos and seconded by Member Lynch.

ROLL CALL VOTE TO RECOMMEND TO CITY COUNCIL TO AMEND THIS ORDINANCE, BRING THE ORDINANCE LANGUAGE UP TO DATE, AND UPDATE THE STANDARDS FOR THE MINIMUM PARKING, OPEN SPACE, AND LOADING REQUIREMENTS FOR HOTEL DEVELOPMENTS MOTION MADE BY MEMBER AVDUOLOS AND SECONDED BY MEMBER LYNCH.

Motion to amend the Ordinance, bring the language up to date, and update the standards for the minimum parking, open space, and loading requirements for hotel developments. Motion carried 6-0.

3. TEXT AMENDMENT 18.288 – UPDATES TO THE B-2 AND B-3 ZONING DISTRICTS

Public Hearing for Planning Commission's recommendation to the City Council for an ordinance to amend the City of Novi Zoning Ordinance at various sections, in order to update the uses permitted as of right and the uses permitted as special land uses in the B-2, Community Business District and B-3, General Business District, and various other modifications.

Planner Bell said on August 28, 2019 we presented a Draft Text Amendment to the Zoning Ordinance as proposed by staff. City Council's Ordinance Review Committee requested that staff review land uses which may be more suited to be considered for Special Land Use Permits. In that review, we have come up with the Amendment suggested before you. Primarily they are in the B-2 Community Business District and B-3 General Business District. We have also incorporated some additional clean up items in our continued attempt to clarify things as we find them.

In summary, the changes include amending the definitions of the retail business service uses and retail business uses and adding a definition for smoke shops in the definition section. The list of uses provided in the retail business service uses has been updated to include some modern establishments including technology repair such as cell phone and electronic device repair. Minor modifications are proposed into the wording in the definitions to improve clarity as well. Another change is reclassifying theaters and other places of assembly as Special

2. APPROVAL OF THE OCTOBER 16, 2019 PLANNING COMMISSION MINUTES

Motion made by Member Gronachan and seconded by Member Lynch.

**ROLL CALL VOTE TO APPROVE THE OCTOBER 16, 2019 PLANNING COMMISSION MINUTES
MOTION MADE BY MEMBER GRONACHAN AND SECONDED BY MEMBER LYNCH.**

Motion to approve the October 16, 2019 Planning Commission Minutes. *Motion carried 6-0.*

AUDIENCE PARTICIPATION

Chair Pehrson asked if anyone wanted to address the Planning Commission.

Seeing no one, Chair Pehrson closed the last audience participation.

ADJOURNMENT

Moved by Member Lynch and seconded by Member Gronachan.

**VOICE VOTE ON THE MOTION TO ADJOURN MADE BY MEMBER LYNCH AND SECONDED BY
MEMBER GRONACHAN.**

Motion to adjourn the October 16, 2019 Planning Commission Meeting. *Motion carried 6-0.*

The meeting was adjourned at 7:42 PM.

November 20, 2019

City of Novi

Barbara McBeth, AICP
45175 Ten Mile Road
Novi, Michigan 48375

**Subject: Proposed Hotel Parking Requirements
Text Amendment Comments
Novi, Michigan**

Dear Barbara:

Thank you for including us on the proposed text amendment for Hotel Parking Requirements being considered by the Novi Planning Commission. Based on the proposed language changes outlined in the email sent on Tuesday from Sri Komaragiri, we have the following comments.

1. **Reducing the minimum parking requirements from 1 space per room to 0.85% spaces per room** – Based on our recent experience, we do not think that this change will have an adverse impact on the planning or operation of a hotel.
2. **Introducing minimum usable open space requirements t 30 square feet of usable open space per room** – We feel that adding this amount of additional open space (based on the number of rooms) would not be a benefit to the Hotel operations. Based on the trend in hotels to provide increased interior open gathering spaces (per the prototype plans that we shared yesterday) we think that this requirement would be creating unusable space. The weather and climate in Michigan would only allow for the increased exterior space to be utilized for the few better weather months. Providing a gathering space within the hotel enclosure is a better amenity for the hotel guests.
3. **Reducing the minimum required loading area** – We support reducing the required loading area, as the functional requirements of loading has been reduced with the hotel operations. Safe on Convenient access can be provided in less area.

Thank you again for the opportunity to be involved in this proposed Hotel Text Amendment, let us know if you have any further questions

Frank Jonna and I will be attending the Planning Commission meeting on Monday evening, please let us know if you need anything further.

Sincerely,

CAPO DESIGN GROUP

James C. Capo
Principal

CC : Sri Komaragiri, Planner, City of Novi
Lindsay Bell, Planner, City of Novi
Kate Richardson, Plan Review Engineer City of Novi
Rick Meader, Landscape Architect, City of Novi
Frank Jonna, Jonna Companies
Joey Jonna, Jonna Companies

Komaragiri, Sri

From: Mike Shammami <mshammami1348@yahoo.com>
Sent: Wednesday, November 20, 2019 11:36 AM
To: Komaragiri, Sri
Subject: Re: Text Amendment to consider reduction of hotel parking requirements.

Hi Sri,

The reduction in the minimum parking spaces from 1 to .85 makes lots of sense, I own multiple properties and one being in the city of Novi even sold out night the parking lot always as available parking spaces due to guest having choices of transportation versus driving their own such as shuttles, taxis, Uber, lyft, carpools etc.. please let me know if you need anything else.

Thank You,
Manhal M. Shammami

On Nov 19, 2019, at 10:06 AM, Komaragiri, Sri <skomaragiri@cityofnovi.org> wrote:

Hi Mike

Hope all is well, I understand you found a place for a new hotel. I know you have been looking for a while .

I am working on a text amendment to reconsider hotel minimum parking requirements. It is making progress. The Planning Commission recommended approval for City Council consideration. We believe that this would help decrease asphalt and increase recreational space for hotel users. **Your input is much appreciated, please take a moment and provide a response.**

Please see the link below for research and background. The amendment addresses four items.

- i. **Reducing minimum parking requirements** from one space per occupancy room to **0.85 parking spaces per room** based on a study of available information, while maintaining the requirement that 1 parking space be provided for each hotel employee. Additional parking may be required for accessory uses, such as restaurants and conference facilities, if those uses are provided. *Proposed reduction from 1 to 1 to 0.85 to 1.*

- ii. **Introducing minimum usable open space requirements**
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 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;** *(This was added after the PC meeting.)*
 - d. For all other districts, 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.

- iii. **Reducing the minimum required loading area** for any new hotel, subject to the Planning Commission's findings based on new standards provided in the ordinance: *Earlier, applicants have to go to ZBA for this, we simplified it.*
 - a. The proposed loading area is sufficient for the largest truck that will access the site, and considering any accessory uses proposed such as banquet halls, restaurants and gathering spaces such as conference spaces;
 - b. The proposed location shall provide a safe and convenient access to related uses inside the building in order to prevent the use of existing maneuvering lanes as a temporary loading area;
 - c. The reduction in the minimum loading areas shall not negatively affect the site or surrounding properties.

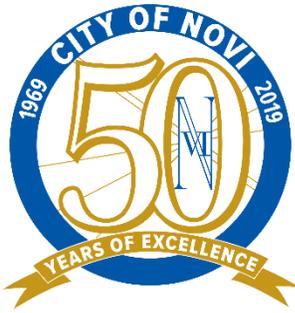
- iv. **Reclassifying and redefining hotel categories** that currently exist in Novi's Zoning Ordinance to clarify those requirements.

<https://www.dropbox.com/s/fbojhvkrnk4yusd/18.290%20PC%20Packet-Hotel%20parking.pdf?dl=0>

Feel free to call me if you have any questions. Thank you, Sri

 **Sri Ravali Komaragiri** | Planner
City of Novi | 45175 Ten Mile Road | Novi, MI 48375 USA
d: 248.735.5607 | o: 248.347.0475 | cityofnovi.org

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CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019

SUBJECT: Consideration to approve Fourth Amendment to the previously-approved Conditional Agreement of Purchase and Sale on North Grand River City Property, located north of Grand River Avenue, east of Town Center Drive.

SUBMITTING DEPARTMENT: City Manager

BACKGROUND INFORMATION:

City Council is being asked to approve a Fourth Amendment to the above-referenced agreement. The purpose of the amendment is to extend the closing date roughly 7 months, from its current date of on or about December 21, 2019 to July 21, 2020.

The original agreement was entered into back on June 21, 2018, and had an outside closing date of 18 months after the effective date. There are a number of internal "target" dates for inspections and developmental approvals within that end or closing date. These included dates for submission of development plans for approval of a planned rezoning overlay (PRO), for the purchaser to seek approval of a brownfield redevelopment plan, and for the Purchaser to secure a commercial rehabilitation district.

The City previously amended the agreement on November 2, 2018, primarily to reduce the purchase price and to remove any references to a separate parcel that the City was hoping to acquire for conveyance to the Purchaser (the Towne Center parcel). A second amendment was entered into effective December 17, 2018 requesting an extension of the inspection period by two months (but not an extension of the closing date). A third amendment was approved by Council in April, 2019 extending the date for Purchaser to file its PRO application, changing the proposed new zoning district to TC-1, and adding a reference to the commercial rehabilitation district tax abatement.

RECOMMENDED ACTION:

Approve Fourth Amendment to the previously-approved Conditional Agreement of Purchase and Sale on North Grand River City Property, located north of Grand River Avenue, east of Town Center Drive, and to authorize the Mayor and Clerk to sign the same, subject to final review and approval of the terms and conditions of the Purchase Agreement by the City Manager and City Attorney's office, including minor amendments thereto.

**FOURTH AMENDMENT TO
CONDITIONAL AGREEMENT OF PURCHASE AND SALE
NORTH GRAND RIVER CITY PROPERTY**

THIS FOURTH AMENDMENT TO CONDITIONAL AGREEMENT OF PURCHASE AND SALE (“**Amendment**”) is made as of _____, 2019 by and between the CITY OF NOVI, a Michigan municipal corporation (“**Seller**”), and SAKURA NOVI, LLC, a Michigan limited liability company (“**Purchaser**”), with regard to the following:

A. Seller and Purchaser entered into a certain Conditional Agreement of Purchase and Sale North Grand River City Property dated June 21, 2018 for the purchase and sale of the Anglin Parcel as defined and described in the such agreement, as amended by that certain First Amendment dated November 2, 2018, that certain Second Amendment dated December 17, 2018, and that certain Third Amendment dated April ____, 2019 (as amended, the “**Agreement**”).

B. The parties desire to amend the Agreement to extend certain dates in the Agreement, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties amend the Agreement as follows:

1. Section 1(b) of the Agreement is hereby deleted and replaced with the following:

(a) “Closing Date”: July 21, 2020. In the event all Conditions to Closing as set forth in Paragraph 6 and the Development Approval Conditions set forth in Paragraph 7(a) and 7(b) are not satisfied or waived by June 21, 2020, in Purchaser’s sole and absolute discretion, then this Agreement shall automatically terminate, whereupon the Deposit shall be promptly returned to Purchaser and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated, unless the Seller and Purchaser stipulate in writing to extend the Closing to a date certain, in which case the date specified in that written stipulation shall be the Closing Date.

2. The parties hereby confirm and ratify all provisions of the Agreement, which shall and do remain in full force and effect as amended hereby. This Amendment may be signed in counterparts, each of which will be deemed an original document, but all of which together will constitute one and the same document. Faxed and pdf scanned signatures shall be deemed original signatures for purposes of this Amendment. All capitalized, undefined terms in this Amendment shall have the same meaning as defined in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Conditional Agreement of Purchase and Sale North Grand River City Property on the date first above written.

PURCHASER:

SAKURA NOVI, LLC,
a Michigan limited liability company

By: _____
Geoffrey Scott Aikens, Trustee of
the Geoffrey Scott Aikens Trust
u/a/d December 10, 2011

SELLER:

CITY OF NOVI, MICHIGAN,
a Michigan municipal corporation

By: _____
Robert J. Gatt, Mayor

By: _____
Courtney Hanson, City Clerk

**CONDITIONAL AGREEMENT OF PURCHASE AND SALE
NORTH GRAND RIVER CITY PROPERTY**

THIS CONDITIONAL AGREEMENT OF PURCHASE AND SALE ("**Agreement**") is made as of the Effective Date (defined below), by and between the CITY OF NOVI, a Michigan municipal corporation ("**Seller**"), and SAKURA NOVI, LLC, a Michigan limited liability company ("**Purchaser**"). Seller and Purchaser are referred to individually as "**Party**" or collectively as the "**Parties**."

RECITALS:

A. Seller owns certain real property located in the City of Novi, commonly known as part of 42750 Grand River (Parcel No. 22-23-126-006, approximately 9.9 net acres) located on the north side of Grand River (the "**Anglin Parcel**"), currently improved with a house and outbuildings and a car wash building, which was purchased by Seller in 2016, and described and/or depicted on **Exhibit A** and attached hereto and incorporated herein by reference.

B. Seller is currently hoping to purchase certain real property located in the City of Novi, commonly known as vacant land (Parcel No. 22-23-126-014, approximately 1.0 net acres) located east of Town Center Drive and west of the Anglin Parcel ("**Town Center Parcel**") described and/or depicted on **Exhibit A** and attached hereto and incorporated herein by reference.

Together the Anglin Parcel and the Town Center Parcel are referred to in this Agreement as the "**Property**."

C. The Anglin Parcel is zoned OSC (Office Service Commercial District) and OS-1 (Office Service 1). The Town Center Parcel is zoned TC-1.

D. Purchaser desires to acquire the Property with the intent and purpose of undertaking certain commercial development, including an approximately 25,000 square foot food market, retail and restaurant uses, and possibly residential use, that both Parties believe may contribute to the redevelopment and economic revitalization of the Town Center area of Novi (the foregoing being referred to in this Agreement as the "**Intended Uses**").

E. This Agreement is intended by the Parties to result in a transfer of the Property to the Purchaser, contingent upon development approvals that will result in: (i) demolition by Purchaser of the house and outbuildings and car wash building located on the Property and redevelopment of that area with an approved commercial/retail (and possibly residential) uses; and (ii) environmental remediation by Purchaser of hazardous materials currently located on the Property. It is the Parties' intention that such redevelopment of the Property will be accomplished only through approval of a Planned Rezoning Overlay (PRO) and related PRO Agreement, the terms and conditions of which must be mutually agreed to by the Parties and become effective contemporaneous with the closing on the sale of the Property. With regard to the environmental remediation of the Property, it is expected that Purchaser will accomplish any such remediation through the implementation of a Brownfield Redevelopment Plan approved by the Brownfield Redevelopment Authority of Oakland County as provided by law, and that Seller

will not object to Purchaser's Brownfield Redevelopment Plan, provided that it does not contemplate or require any out-of-pocket expenses to be incurred by or on behalf of Seller.

F. Seller has agreed to sell and Purchaser has agreed to purchase the Property subject to and upon the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, for the consideration of the terms, covenants, and conditions set forth in this Agreement, Seller and Purchaser agree as follows:

1. Definitions. In addition to the words and phrases in quotations and as defined above and elsewhere in this Agreement, the following words and phrases are hereby defined for use in the provisions of this Agreement:

(a) "Closing": The meeting of Purchaser and Seller at which the conveyance of the Property to Purchaser for the Purchase Price shall be consummated as provided in this Agreement.

(b) "Closing Date": Four (4) months following the satisfaction or waiver of all Conditions to Closing as set forth in Paragraph 6 in Purchaser's sole and absolute discretion. In the event all Conditions to Closing as set forth in Paragraph 6 and the Development Approval Conditions set forth in Paragraph 7 are not satisfied or waived within eighteen (18) months following the Effective Date, then this Agreement shall automatically terminate, whereupon the Deposit shall be promptly returned to Purchaser and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated, unless the Seller and Purchaser stipulate in writing to extend the Closing to a date certain, in which case the date specified in that written stipulation shall be the Closing Date.

(c) "Conditions to Closing": The conditions precedent to Purchaser's obligation to purchase the Property, which are all of the conditions set forth in Section 6 below.

(d) "Deposit": An earnest money deposit by Purchaser in the amount of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00).

(e) "Effective Date": The date on which both Parties have signed this Agreement.

(f) "Eleven Mile Parcel": A parcel of land located east of the North Parcel on Eleven Mile Road, known as Tax Parcel No. 22-23-226-008, which is owned by Seller.

(g) "Inspection Period": Five (5) months following the Effective Date unless extended in writing by the Parties.

(h) "Permitted Exceptions": (i) The encumbrances or exceptions shown in the Title Commitment or Survey that are (1) not objected to by Purchaser as provided in Section 4, (2) objected to by Purchaser but cured by Seller as provided in Section 4, or (3) objected to by Purchaser, not cured by Seller, but then are waived by Purchaser as provided in Section 4; and (ii) the lien for property taxes not yet due and payable as of the Closing.

(i) **"Purchaser's Attorney":** Williams, Williams, Rattner & Plunkett PC, Attn: John D. Gaber, 380 N. Old Woodward Avenue, Suite 300, Birmingham, MI 48009-5322, (248) 642-0333, or such other attorney designated by Purchaser in writing to Seller.

(j) **"Purchase Price":** Three Million One Hundred Fifty Thousand Dollars and 00/100 (\$3,150,000.00).

(k) **"Seller's Attorney":** Johnson Rosati Schultz Joppich PC, Attn. Thomas R. Schultz, Esq., 27555 Executive Drive, Ste. 250, Farmington Hills, MI 48331, (248) 489-4100, or such other attorney designated by Seller in writing to Purchaser.

(l) **"Survey":** An ALTA survey of the Property complying with the "2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" currently established and adopted by ALTA and NSPS and that is certified to Purchaser, Seller, and the Title Company, and dated after the Effective Date.

(m) **"Title Commitment":** A commitment for an ALTA owner's policy Form B-2006 of title insurance, without standard exceptions, issued by the Title Company in an amount not less than the Purchase Price bearing a date later than the Effective Date committing the Title Company to insure Purchaser as the fee simple owner of the Property by the issuance of the owner's policy ("**Title Policy**") at Closing.

(n) **"Title Company":** Amrock National Commercial (f/k/a Title Source National Commercial).

2. Sale and Conveyance. On and subject to the terms and conditions of this Agreement, Seller agrees to sell the Property, together with all buildings and improvements thereon, and any easements, rights, and interests appurtenant thereto, including any water or mineral rights, and all land division rights to Purchaser, but not including any rights or interests of any kind that Seller has or holds, or to which it is entitled, by virtue of its status as the municipal corporation of the City of Novi, and Purchaser agrees to purchase the Property from Seller for the Purchase Price.

3. Deposit. Within three (3) business days after the Effective Date, Purchaser shall deliver the Deposit to the Title Company. The Deposit shall be held by the Title Company in escrow in strict accordance with the terms of this Agreement. The Deposit shall be refundable as provided in this Agreement. The entire Deposit shall be applied to the Purchase Price at Closing.

(a) **Escrow Instructions.** Purchaser and Seller shall each promptly deposit a copy of this Agreement executed by such Party (or either of them shall deposit a copy executed by both Purchaser and Seller) with the Title Company, and, upon receipt of the Deposit from Purchaser, the Title Company shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the Parties shall provide to the Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of the Title Company hereunder are not acceptable to the Title Company, or if the Title Company requires additional instructions, the Parties hereto agree to make such deletions, substitutions, and additions

hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise agreed by the Parties.

4. Title and Survey Conditions.

(a) Title Commitment. As evidence of title to the Property, Seller shall furnish to Purchaser, at Seller's expense, within ten (10) days after the Effective Date, the Title Commitment. The Title Commitment shall be delivered to Purchaser together with copies of all recorded documents evidencing title exceptions raised in Schedule B of the Title Commitment. The Title Commitment shall be later-dated to cover the Closing and the recording of the Warranty Deed, and the Title Company shall deliver the Title Policy (or a "marked-up" Title Commitment) to Purchaser concurrently with the Closing, which Title Policy (or "marked-up" Title Commitment, as the case may be) shall evidence fee simple title to the Property in Purchaser, subject only to the Permitted Exceptions, and shall include the coverages and the endorsements required by Purchaser.

(b) Survey. Within forty-five (45) days after Purchaser's receipt of the Title Commitment, Purchaser shall have the right to complete, at its own expense, a Survey of the Anglin Parcel in accordance with Purchaser's survey requirements. Within thirty (30) days after satisfaction or waiver of the Condition to Closing in Section 6(d) below, Purchaser shall have the right to complete, at its own expense, a Survey of the Town Center Parcel in accordance with Purchaser's survey requirements.

(c) Title and Survey Objections. Purchaser shall have sixty (60) days after the date on which Purchaser receives the Title Commitment within which to notify Seller ("**Notice of Title Objections**") of any objections it has to the Title Commitment or Survey for the Anglin Parcel (and thirty (30) days after satisfaction or waiver of the Condition to Closing in Section 6(d) below for the Town Center Parcel) ("**Title Objections**"). If Purchaser fails to timely deliver the Notice of Title Objections, Purchaser shall be deemed to have waived such right to object to any matters in the Title Commitment and Survey and all such matters shall constitute Permitted Exceptions as provided herein. Except as otherwise permitted herein, Seller shall have thirty (30) days from the date of such Notice of Title Objections to cure such Title Objections ("**Cure Period**"). Affirmative title insurance over a Title Objection shall be deemed a cure for such Title Objection. With respect to any Title Objections of which Seller is timely notified and which Seller does not cure and provide Purchaser with proof of such cure within the Cure Period, Purchaser thereafter may either (i) waive its uncured Title Objections to and accept title subject to such remaining Title Objections and proceed under this Agreement, or (ii) terminate this Agreement with a written notice delivered to Seller at any time prior to the expiration of the Inspection Period, whereupon the Deposit shall be promptly returned to Purchaser as its sole and exclusive remedy and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated.

5. Entry; Purchaser's Right of Inspection. During the Inspection Period, and subject to the limitations herein, Purchaser and its representatives, consultants, and contractors shall have the right and license to enter upon the Property to undertake such activities thereon as Purchaser deems reasonably necessary or appropriate, in Purchaser's sole discretion, to enable

Purchaser to investigate the condition of the Property and otherwise to satisfy itself with respect to the Conditions, including the feasibility of any of the Intended Uses. Without limiting the generality of the foregoing, Purchaser shall have the right to conduct physical inspections, geotechnical testing, soils investigation, and environmental assessments of the Property, including the procurement and analysis of samples of soil, groundwater, bottomlands, surface water or any other environmental medium and any other inspections and testing deemed necessary or appropriate by Purchaser, in its sole discretion. If Purchaser's inspections or assessments cause damage to the Property, and Purchaser fails to close, Purchaser shall, at its sole expense, restore the Property to substantially the same condition that existed prior to the entry onto the Property by Purchaser or its representatives. Purchaser shall give reasonable notice of any intended entry onto the Property. No entry into any building on the Property shall be permitted without 48 hours' notice to Seller. A representative of Seller must accompany Purchaser and/or its agents in any inspection of a building, and Seller agrees to make a representative available at the time of entry requested by Purchaser during normal business hours. No invasive or damaging activities may occur as part of any inspection of a building on the Property except with the express authorization of Seller's representative.

Purchaser shall indemnify and hold harmless Seller against any and all claims, damages, liabilities, and expenses, including but not limited to reasonable attorneys' fees, incurred by or asserted against the City which arise out of or are related to any of Purchaser's activities under this Section. The provisions of this Section shall survive Closing of this transaction.

In the event Purchaser desires to terminate this Agreement for any reason during the Inspection Period, then Purchaser may do so upon written notice to Seller delivered not later than the expiration of the Inspection Period, the Deposit shall be refunded to Purchaser and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated. In the event Purchaser fails to timely deliver such termination notice to Seller, then Purchaser waives its right to terminate this Agreement pursuant to this Section 5.

6. Conditions to Closing. Purchaser's obligation to close and purchase the Property is expressly conditioned upon Purchaser's satisfaction with the Conditions to Closing in its sole and absolute discretion. The Conditions to Closing are for the sole benefit of Purchaser and may be waived at any time by written notice from Purchaser to Seller. The waiver of any particular Condition to Closing shall not constitute the waiver of any other Condition to Closing. In the event any of the Conditions to Closing are not satisfied or waived by Purchaser for any reason whatsoever by the time period specified for each condition, or if no time period is specified then at any time prior to the Closing Date, Purchaser may elect in its sole and absolute discretion to terminate this Agreement with a written notice delivered to Seller at any time prior to the Closing Date, whereupon the Deposit shall be promptly returned to Purchaser as its sole and exclusive remedy and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated.

(a) Environmental. Seller has advised Purchaser and Purchaser acknowledges that parts of the Anglin Parcel contain hazardous materials in excess of the residential clean-up criteria and the Anglin Parcel is therefore a "facility" under applicable Environmental Protection Laws. Seller, in connection with its acquisition of the Anglin Parcel, had a Baseline Environmental Assessment ("**BEA**") undertaken at Seller's expense. A copy of the Seller's BEA has been provided to Purchaser, as have the related Phase I and Phase II

Environmental Site Assessments obtained by Seller for the Anglin Parcel. Seller makes no other representations with regard to the environmental condition of the Property, and expressly disclaims any warranties, covenants, or guarantees, whether express or implied, regarding the environmental condition of the Property. Purchaser's environmental inspection of the Town Center Parcel under Section 5 above might reveal that such parcel also contains hazardous materials in excess of the residential clean-up criteria and might therefore be a "facility" under applicable Environmental Protection Laws. Purchaser's obligation to purchase any or all of the Property is subject to and contingent upon (i) Purchaser's satisfaction that the Property can be feasibly and economically used for the intended uses with any environmental remediation deemed necessary by Purchaser, in its sole and absolute discretion, and (ii) Approval of Purchaser's submitted Brownfield Redevelopment Plan and Act 381 Plan (collectively, the "**Brownfield Plan**") by all applicable local and state agencies, with any modifications or conditions acceptable to Purchaser in its sole and absolute discretion.

(1) Disclaimer and Release. The Closing of the transaction contemplated by this Agreement shall constitute Purchaser's acceptance of the Property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects" basis, regardless of how such faults and defects were caused or created (by the negligence, actions, omissions, or fault of Seller or otherwise), and Purchaser acknowledges that without this acceptance, this sale by Seller would not be made, and the Seller shall not be under any obligation whatsoever to undertake any improvement, repair, modification, alteration, remediation, or other work of any kind regarding any of the Property.

Seller is expressly released by Purchaser and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Purchaser known and unknown, whether based on negligence, strict liability, or otherwise, arising under Environmental Protection Laws, common law, or any other legal requirement, including any obligations to take the Property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the Property, that Purchaser or its successors or assigns may have against Seller, based in whole or in part on the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the Property or arising from the Environmental Condition or physical condition of the Property, regardless of how caused or created (by the negligence, actions, omissions, or fault of Seller, pursuant to any statutory scheme of strict liability, or otherwise). Purchaser further acknowledges that the provisions of this disclaimer have been fully explained to Purchaser and that it fully understands and accepts the same as a condition to proceeding with this transaction. Purchaser acknowledges that Seller's employees, agents, or representatives have not made any statements or representations contrary to the provisions of this section. In entering into and performing this Agreement, Purchaser has relied, and will rely, solely on its independent investigation of and judgment regarding the Property and its value.

(2) Indemnification of Seller by Purchaser. From and after Closing, to the fullest extent permitted by law, Purchaser agrees to indemnify and hold harmless Seller and its elected and appointed officials, employees, and agents from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to, reasonable attorney fees), environmental abatement, investigation, remediation and cleanup costs, and damages in connection with personal injuries, death, or damage to property or the environment relating or pertaining to any Environmental Condition in, on, or emanating from the Property, or any Environmental Claim, regardless of whether such

Environmental Condition or Environmental Claim arises or is asserted pre-closing or post-closing, and/or arising after Closing from Purchaser's possession, use, or operation of the Property, regardless of whether such injuries/death/damage are caused by or arise from a third party's negligence, actions, or omissions.

For purposes of this Agreement, the following terms shall be defined as follows:

(i) **"Environmental Condition"** means any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including Environmental Protection Laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

(ii) **"Environmental Claim(s)"** means all claims, causes of action, liabilities, damages, losses, costs, or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release, or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the Property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the Property, as well as any and all claims by third parties and by governmental or quasigovernmental entities no matter how such claims arise.

(iii) **"Environmental Protection Laws"** mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations of the United States, of any state or local government, or of any other governmental or quasigovernmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation, or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules, and regulations serving any similar or related purpose.

(b) Anchor Tenant Lease. As soon as reasonably practical after PRO Approval is obtained, Purchaser shall have entered into a lease acceptable to Purchaser, at its sole and absolute discretion, with its projected anchor tenant market or affiliate ("**Anchor Tenant**") to lease certain land and associated improvements from Purchaser on the Property for a market, restaurant, retail use, or a combination of said uses.

(c) Financing. As soon as reasonably practical after PRO Approval is obtained, Purchaser shall have satisfied all lender requirements and shall have secured a binding commitment, acceptable to Purchaser in its sole and absolute discretion, for financing the acquisition and development of the Property.

(d) Town Center Parcel. The Parties acknowledge that Seller presently has no contractual right to purchase and/or sell the Town Center Parcel to Purchaser but will continue

its efforts to purchase the Parcel on terms and conditions acceptable to it. Seller's acquisition of title to the Parcel is a condition of this Agreement. If within ninety (90) days following the Effective Date Seller has not entered into a binding contract to purchase the Town Center Parcel from Novi Town Center Investors LLC, a Delaware limited liability company, its fee simple record title holder ("**Town Center Parcel PA**"), in form and substance acceptable to both Seller and Purchaser, each in its sole discretion, including the status of title to the Town Center Parcel, then within thirty (30) days thereafter, Purchaser shall have the option to (i) terminate this Agreement and receive its Deposit back, or (ii) give notice to Seller that it waives the condition and intends to proceed with the purchase of the Anglin Property, which shall thereafter be treated as the Property for purposes of this Agreement.

7. Development Approval Conditions. Provided that Purchaser has not terminated this Agreement under Sections 4, 5, or 6, then no later than two (2) months following the expiration of the Inspection Period, Purchaser agrees, at its sole cost and expense, to submit a complete application for approval of a Planned Rezoning Overlay ("**PRO**") pursuant to Section 7.13 of the City's Zoning Ordinance ("**Zoning Ordinance**") on the Property that complies with the Zoning Ordinance requirements for a PRO and that contains all plans, maps, elevations, details, and information required by the Zoning Ordinance and other applicable ordinances of the City. Such application for PRO approval ("**PRO Approval**") shall include a market of approximately 25,000 square feet as an "anchor" use for the Property, restaurants, retail buildings and possibly residential units. The PRO application shall seek rezoning of the Property to the TC District, and shall include the redevelopment of the Property, including the relation of the proposed plans and improvements to adjacent properties and the existing and future or planned road rights-of-way.

Following submittal of such application, to the extent Purchaser can reasonably and feasibly do so, Purchaser shall supplement its application materials as necessary to address issues, if any, raised by the City of Novi Planning Commission and City Council upon review, or to address market conditions or tenant/occupant issues identified by Purchaser. Purchaser shall diligently pursue PRO Approval.

Seller agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances.

In the event the Parties comply in good faith with this provision, but the PRO is not approved within a six (6)-month period following the date of submission by Purchaser of a complete PRO application, then at any time thereafter Purchaser may withdraw its PRO application and terminate this Agreement upon written notice to Seller and the Agreement shall be without further force and effect and Purchaser shall receive a full reimbursement of the Deposit as its sole and exclusive remedy. Seller makes no representation in this Agreement that the PRO and PRO Agreement will be approved. Notwithstanding anything else in this Agreement, Seller retains all its right and discretion under applicable law and ordinances to approve, reject, or approve with conditions any proposed PRO and PRO Agreement, and this Agreement does not limit or waive its zoning or police power authority in any way, including the relation of the proposed plans and improvements to adjacent properties and the existing and future or planned road rights-of-way. Seller's failure to approve the PRO Plan or the PRO Agreement shall not constitute a default or breach for the purposes of this Agreement.

For purposes of the foregoing, PRO Approval shall occur when the City Council approves the PRO Plan and a PRO Agreement that is mutually satisfactory to Purchaser and Seller. The PRO Agreement shall provide that the Property shall be developed in accordance with its provisions and the PRO Plan and Agreement, that the PRO Approval and PRO Agreement are binding on Purchaser and its successors and assigns, and that the PRO Agreement shall be recorded at the Oakland County Register of Deeds and run with the land.

Ecco Tool, Inc. or its owners or affiliates are the owners of two parcels of land in the area (Parcel No. 22-23-126-008 and 22-23-126-011) to the east of the Property ("**Ecco Parcels**"). Seller is also the owner of the Eleven Mile Parcel to the east of the Property. Purchaser may include any or all of these additional parcels as part of its PRO application for future development purposes in the event Purchaser secures title or control to such parcels. If Purchaser determines to acquire less than all of these additional Ecco Tool parcel, then any resultant remaining portion of such parcel(s) must meet all Zoning Ordinance requirements and requirements of the City's Code of Ordinances without necessity of variance relief, or shall be appropriately included in the PRO Plan in order to ensure that all resulting properties comply with ordinance requirements.

8. Closing. The Closing on the Property shall occur on the Closing Date, unless this Agreement is terminated on an earlier date pursuant to its terms.

(a) At the Closing, Seller shall execute and deliver to Purchaser (i) a warranty deed ("**Warranty Deed**") conveying the Property to Purchaser or Purchaser's assignee or designee free and clear of all liens, claims, and encumbrances except for the Permitted Exceptions and the PRO Agreement and shall convey the right to make all future divisions of the Property under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended; and (ii) an owner's affidavit executed by Seller and in form and substance acceptable to the Title Company to remove the standard exceptions from title.

(b) At the Closing, Purchaser shall pay the Purchase Price, less the Deposit, to Seller, via federal wire transfer of funds or title company check, as adjusted by the adjustments provided below. Purchaser shall direct the Title Company to deliver the Deposit to Seller.

(c) At the Closing, Seller and Purchaser shall mutually execute and deliver to one another a closing statement setting forth the following adjustments and prorations: (i) all accrued general real estate and ad valorem taxes for the current year applicable to the Property, if any, shall be prorated on a "due date" basis in accordance with local custom as though paid in advance. Prior to or at Closing, Seller shall pay or have paid all tax bills that are due and payable prior to or on the Closing Date and shall furnish evidence of such payment to Purchaser and the Title Company. All general and special assessments shall be paid in full by Seller prior to or on the Closing Date. (ii) The Deposit shall be applied as a credit against the Purchase Price. (iii) All recording fees and all state and county transfer taxes (if any) shall be paid by Seller. (iv) Seller shall pay all title insurance premiums of the Title Company. (v) Purchaser shall pay any standard closing fees and costs charged by the Title Company. (vi) Each Party shall pay their respective attorney fees.

(d) At the Closing, Seller shall cause the Title Company to issue the Title Policy or hand mark the Title Commitment as an effective title insurance policy insuring marketable title to the Property in Purchaser in the full amount of the Purchase Price as of the date and time of

Closing, subject only to the Permitted Exceptions and with those endorsements required by Purchaser and its lender.

(e) At the Closing, Seller shall deliver exclusive possession of the Property to Purchaser, free and clear of any tenancy or right of occupancy.

(f) At the Closing, the Parties shall deliver any and all documentation reasonably required by Purchaser, Seller, their attorneys (if any), and/or the Title Company to consummate the transaction described herein in accordance with the terms and conditions of this Agreement.

9. Default.

(a) **Default by Seller.** In the event that Seller should default or otherwise fail to consummate the transactions contemplated by this Agreement for any reason except for (i) Purchaser's default, which is not cured within ten (10) days after written notice from Purchaser, or (ii) failure on the part of the City of Novi to approve the PRO application and PRO plan, then Purchaser may either (a) terminate this Agreement by giving prompt written notice thereof to Seller, upon which the Deposit shall be refunded to Purchaser in full and the Parties shall have no further obligations under this Agreement, or (b) specifically enforce this Agreement; provided, however, that in the event that such failure of Seller was beyond Seller's reasonable control, Purchaser's sole remedy shall be to so terminate this Agreement; provided, further, in the event Purchaser elects to specifically enforce this Agreement it must institute such action within thirty (30) days following Seller's default, failing which Purchaser shall be deemed to have waived the right to pursue specific performance.

(b) **Default by Purchaser.** In the event Purchaser should default or otherwise fail to consummate the transaction contemplated herein for any reason except for Seller's default or the failure of any of the Conditions to Closing to be satisfied or waived, which is not cured within ten (10) days after written notice from Seller, then Seller may retain the entire Deposit and terminate this Agreement by giving prompt written notice thereof to Purchaser, as its sole and exclusive remedy and the Parties shall have no further obligations under this Agreement.

10. Demolition of Buildings. Unless the PRO Agreement provides otherwise, the Purchaser shall within six (6) months of the Closing Date demolish the existing buildings on the Anglin Parcel. Purchaser shall secure all required permits and approvals from the City of Novi and other governmental entities and shall comply with all rules, regulations, ordinances, and laws regarding same. If Purchaser fails to demolish the buildings as required, Seller may (but is not obligated to) enter upon the Property and demolish the buildings. Purchaser shall be responsible for the cost of such demolition. If Purchaser fails to pay the amount expended within thirty (30) days of invoice, such amount shall become a lien upon the Property collectible by the City in the same manner as delinquent taxes.

11. Miscellaneous. This Agreement cannot be modified except by a written instrument signed by both of the Parties hereto. Section headings set forth herein are for convenience of reference only and shall not be construed to interpret, limit or otherwise define the terms and conditions of this Agreement. This Agreement sets forth fully and completely the agreement of the Parties with respect to the subject matter described herein and this Agreement shall be deemed to supersede any and all prior written or oral agreements relating to the subject matter described herein. This Agreement shall be binding upon and shall inure to the benefit of Seller,

Purchaser and their heirs, representatives, successors, successors-in-interest and assigns. Seller and Purchaser have participated equally in the preparation of this Agreement and, therefore, in construing this Agreement there shall be no presumption in favor of one Party over the other as the result of one Party actually drafting this Agreement. The absence from this Agreement of provisions appearing in drafts hereof shall not be used in construing the intent of the Parties hereto. To the extent any date, time frame or Closing Date provided in this Agreement shall be set to expire or occur on a Saturday, Sunday or day on which banking institutions in the State of Michigan are authorized by law to close, then such time frame shall expire or Closing Date shall occur on the next day which is not a Saturday, Sunday or day on which banking institutions in the State of Michigan are authorized by law to close

12. Waiver. Purchaser reserves the right, at its sole option, at any time, to waive any of the Conditions. Any such waiver shall only be in writing and duly executed by a representative of Purchaser, unless otherwise indicated in this Agreement.

13. Notices. All notices, deliveries or tenders given or made in connection herewith shall be in writing and shall be deemed effective only (i) upon deposit with the US Postal Service if mailed by certified mail, postage prepaid, return receipt requested, (ii) upon personal delivery or (iii) upon deposit with a nationally recognized overnight courier service for next day delivery at the street addresses set forth beneath the signature blocks below. Addresses may be changed during the term of this Agreement by notices among the Parties in accordance with this Section. To be effective, all notices to Purchaser shall also be provided to Seller's Attorney and Purchaser's Attorney.

14. Broker. Each Party represents and warrants to the other that it has not dealt with any real estate broker, agent or salesperson in connection with the purchase and sale contemplated by this Agreement. Each Party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through or on account of any acts of said Party or its representatives, said Party will indemnify, defend, and hold the other Party free and harmless from and against any and all loss, liability, cost, damage, and expense in connection therewith. The obligations pursuant to this Section 14 shall survive the Closing or any earlier termination of this Agreement.

15. Execution. This Agreement has been executed by Purchaser prior to execution by Seller and, therefore, shall constitute an offer open for acceptance by Seller, such acceptance to be evidenced by execution by Seller and delivery to Purchaser of at least one original, fully executed copy of this Agreement. This Agreement may be executed in any number of counterpart originals or by scanned pdf, which, when taken together, shall be deemed to be one and the same instrument.

16. Time is of the Essence. At all times under this Agreement where certain time constraints are set forth, the Parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing by both Parties.

17. Governmental Immunity; Non-waiver. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, as provided by statute or court decision, for Seller or its council, boards, commissions, officials, employees, or agents.

18. Governing Law & Jurisdiction. The Parties signing below agree that this Agreement has been entered into in the City of Novi, Oakland County, Michigan and this Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. The Parties signing below stipulate that any and all suits for any and every breach of this Agreement may be instituted and maintained only in a court of competent jurisdiction in the State of Michigan.

19. Authority to Sign. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each Party to this Agreement according to its terms. Further, each of the Parties represents that the execution of this Agreement has been duly authorized and is binding on such Parties.

20. Option to Purchase Eleven Mile Parcel. At Closing the Parties will enter into an option agreement for Purchaser to purchase the Eleven Mile Parcel ("**Option Agreement**"), net of all existing right-of-way. The Option Agreement will be for a term not to exceed three (3) years ("**Option Term**"), for the purchase price of \$10,000.00 ("**Option Purchase Price**"), with nonrefundable option payments in the amount of \$1,000.00 for such Eleven Mile Parcel ("**Option Payment**"), payable within three (3) business days after the exercise of the Option Agreement, and semi-annually thereafter. In the event Purchaser fails to make any Option Payment when due, then the Option Agreement shall automatically terminate, Seller shall retain the Option Payments previously made, and the Parties shall have no further obligations under the Option Agreement. At any time during the Option Term, Purchaser may exercise the option for the purchase of the Eleven Mile Parcel by written notice to Seller delivered prior to the expiration of the Option Term. In the event Purchaser exercises its option to purchase the Eleven Mile Parcel, then such purchase shall be for the Option Purchase Price. The Option Agreement shall provide for closing documents to be delivered and for the allocation of closing costs and prorations as provided in Section 8 of this Agreement, and shall provide Purchaser with a ninety (90) day inspection period to physically inspect the Eleven Mile Parcel and obtain a title commitment and a survey and to object in the same manner as provided in Sections 4 and 5 of this Agreement.

If Purchaser's environmental testing of the Eleven Mile Parcel and/or the Ecco Parcel(s) reveals that the Eleven Mile Parcel and/or the Ecco Parcel(s) is/are a "facility" under applicable Environmental Protection Laws, then Purchaser shall have the right to seek to amend its Brownfield Plan to include the Eleven Mile Parcel and/or the Ecco Parcel(s). Purchaser shall also have one hundred twenty (120) days from exercise of the option to obtain PRO Plan approval, site plan approval, and any other municipal and governmental approvals required for its intended use of the Eleven Mile Parcel. Subject to the terms and conditions of the PRO and the PRO Agreement if they apply to the Eleven Mile Parcel and/or the Ecco Parcel(s) as applicable, Seller retains all its rights and discretion under applicable law and ordinances to approve, reject, or approve with conditions any proposed development; this Agreement does not limit or waive its zoning or police power authority, and the failure by Seller to approve any proposed development shall not be a default or breach of the Option Agreement.

Closing shall occur within thirty (30) days following the later of the expiration of such inspection period or Purchaser obtaining all site plan and other applicable municipal and governmental approvals required for its intended use. Purchaser may terminate the Option

Agreement at any time prior to closing on the purchase of the Eleven Mile Parcel, and the Parties shall have no further obligations under the Option Agreement. All Option Payments shall be applicable to the Purchase Price at the closing on the purchase of the Eleven Mile Parcel. During the Option Term, Seller covenants and agrees not to enter into any contract, option, right of first refusal, right of first offer or other right to purchase, lease or license the Eleven Mile Parcel, (ii) enter into any other agreement with respect to the Eleven Mile Parcel.

[signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WITNESS:

PURCHASER:

SAKURA NOVI, LLC, a Michigan limited liability company

Susan K. Frank
Print Name Below
SUSAN K. FRANK

C. J. Aikens
By: Geoffrey Scott Aikens
Its: Trustee of the Geoffrey Scott Aikens Trust u/a/d
December 10, 2011
Dated: June 21, 2018
Address: 350 N. Old Woodward Ave., Suite 300
Birmingham, Michigan 48009

WITNESS:

SELLER:

CITY OF NOVI, MICHIGAN, a Michigan municipal corporation

Print Name Below

By: Robert J. Gatt
Its: Mayor
Dated: _____
Address: 45175 Ten Mile Road
Novi, MI 48375
Fax: (248) 735-5684
E-mail: bgatt@cityofnovi.org

Print Name Below

By: Cortney Hanson
Its: City Clerk
Dated: _____
Address: 45175 Ten Mile Road
Novi, MI 48375
Fax: (248) 347-0577
E-mail: chanson@cityofnovi.org

Attachment List:

- Deposit Acknowledgement
- Exhibit A – Description of Anglin Parcel and Town Center Parcel

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WITNESS:

PURCHASER:

SAKURA NOVI, LLC, a Michigan limited liability company

Print Name Below

By: Geoffrey Scott Aikens
Its: Trustee of the Geoffrey Scott Aikens Trust u/a/d
December 10, 2011

Dated: _____
Address: 350 N. Old Woodward Ave., Suite 300
Birmingham, Michigan 48009

WITNESS:

SELLER:

CITY OF NOVI, MICHIGAN, a Michigan municipal corporation

Deborah S. Aubry
Print Name Below
Deborah S. Aubry

Robert J. Gatt
By: Robert J. Gatt
Its: Mayor
Dated: June 21, 2018
Address: 45175 Ten Mile Road
Novi, MI 48375
Fax: (248) 735-5684
E-mail: bgatt@cityofnovi.org

Deborah S. Aubry
Print Name Below
Deborah S. Aubry

Courtney Hanson
By: Courtney Hanson
Its: City Clerk
Dated: June 21, 2018
Address: 45175 Ten Mile Road
Novi, MI 48375
Fax: (248) 347-0577
E-mail: chanson@cityofnovi.org

Attachment List:

- Deposit Acknowledgement
- Exhibit A – Description of Anglin Parcel and Town Center Parcel

DEPOSIT ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the Deposit and agrees to hold and disburse the same pursuant to terms of the Agreement. The liability of the undersigned is limited by the terms and conditions expressly set forth herein and by the laws of the State of Michigan and in no event shall the liability of the undersigned exceed the amount of the Deposit. The undersigned shall have no liability whatsoever on account of or occasioned by any failure or negligence on the part of any bank, savings and loan or other savings institution wherein the Deposit is deposited, provided, however, that such institution is, at the time of deposit of the Deposit, federally insured. In the event of litigation affecting the duties of the undersigned as escrow agent relating to this Agreement and the Deposit, Seller and Purchaser, jointly and severally, shall reimburse the undersigned for all expenses incurred by the undersigned, including reasonable attorneys' fees, unless such litigation results from or is caused by the gross negligence or misfeasance of the undersigned. In the event of any dispute between Seller and Purchaser pertaining to the Deposit, the undersigned may commence an interpleader action and deposit any remaining balance of the Deposit with a court of competent jurisdiction and in such event the undersigned shall be relieved of all further obligation and liability.

AMROCK (f/k/a TITLE SOURCE NATIONAL COMMERCIAL)

By: 

Its: V.P. Commercial

Dated: 6/26/, 2018

Address: _____

EXHIBIT A

LEGAL DESCRIPTION OF "THE ANGLIN PARCEL" (PARCEL 22-23-126-006)

A PARCEL OF LAND LOCATED IN AND BEING PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23, THENCE PROCEEDING S89°34'00"W 290.50' ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD; THENCE S00°26'00"E 33.00' TO THE POINT OF BEGINNING; THENCE CONTINUING S00°26'00"E 805.88'; THENCE N71°44'00"W 651.60' ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF GRAND RIVER AVENUE (US-16); THENCE DUE NORTH 596.99' TO A POINT 33 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 23; THENCE N89°34'00"E 612.69' ALONG A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 23 TO THE POINT OF BEGINNING.

CONTAINING 9.9076 ACRES OF LAND TOTAL.

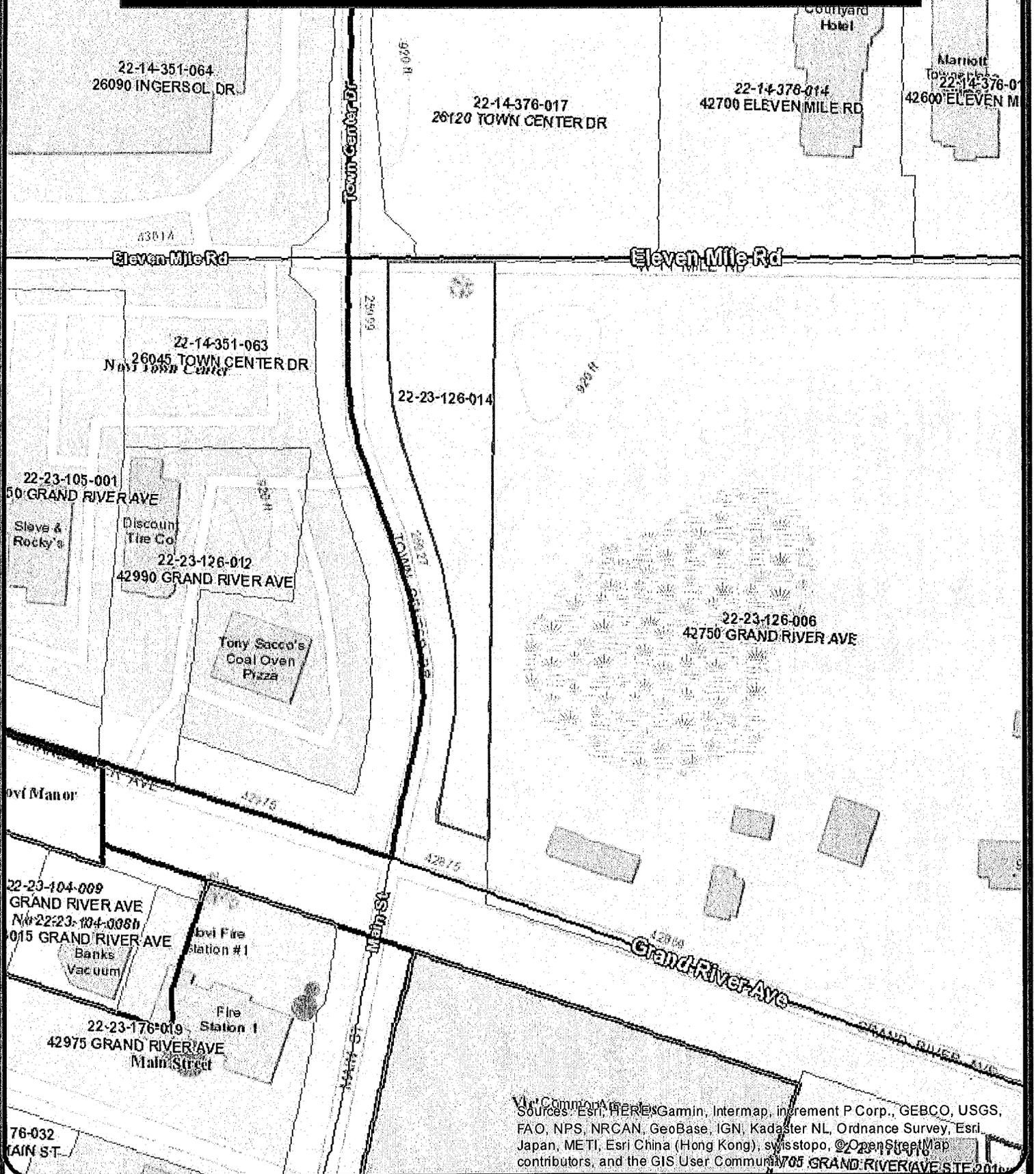
DEPICTION OF "THE TOWN CENTER PARCEL" (PARCEL 22-23-126-004, TO BE FORMALLY DESCRIBED LATER, IF ACQUIRED BY THE SELLER)

UNVERIFIED DESCRIPTION

T1N, R8E, SEC 23 PART OF NW 1/4 BEG AT PT DIST S 87-28-51 W 902.94 FT FROM N 1/4 COR, TH S 02-05-09 E 613.51 FT, TH N 74-16-33 W 58.24 FT, TH N 01-10-45 W 12.80 FT, TH N 10-00-00 E 45.93 FT, TH ALG CURVE TO LEFT, RAD 435.50 FT, CHORD BEARS N 05-40-33 W 235.34 FT, DIST OF 238.30 FT, TH N 21-21-06 W 100 FT, TH ALG CURVE TO RIGHT, RAD 364.50 FT, CHORD BEARS N 12-00-50 W 118.29 FT, DIST OF 118.81 FT, TH N 02-40-33 W 91.33 FT, TH N 87-28-51 E 114.71 FT TO BEG 1.00 A

DEPICTION: SEE ATTACHED

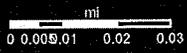
City of Novi



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri, Japan, METI, Esri China (Hong Kong), Swisstopo, © OpenStreetMap contributors, and the GIS User Community

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 other cartographic information should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 432 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to the map.



1 inch = 188 feet



Map Print Date:
6/14/2018



City of Novi

45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

**FIRST AMENDMENT TO
CONDITIONAL AGREEMENT OF PURCHASE AND SALE
NORTH GRAND RIVER CITY PROPERTY**

THIS FIRST AMENDMENT TO CONDITIONAL AGREEMENT OF PURCHASE AND SALE ("**Amendment**") is made as of November 2, 2018 by and between the CITY OF NOVI, a Michigan municipal corporation ("**Seller**"), and SAKURA NOVI, LLC, a Michigan limited liability company ("**Purchaser**"), with regard to the following:

A. Seller and Purchaser entered into a certain Conditional Agreement of Purchase and Sale North Grand River City Property dated June 21, 2018 ("**Agreement**") for the purchase and sale of the Anglin Parcel and the Town Center Parcel, as defined and described in the Agreement.

B. The parties desire to amend the Agreement to remove the Town Center Parcel from the Agreement and reduce the Purchase Price by One Hundred Fifty Thousand Dollars (\$150,000.00).

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties amend the Agreement as follows:

1. Recital B of the Agreement is hereby deleted, and all references in the Agreement to the "**Property**" shall refer only to the Anglin Parcel.

2. The last sentence of Recital C of the Agreement is hereby deleted.

3. Section 1(j) of the Agreement is hereby amended to reduce the Purchase Price to Three Million Dollars (\$3,000,000.00).

4. The second sentence of Section 4(b) of the Agreement is hereby deleted.

5. The first sentence of Section 4(c) of the Agreement is hereby amended to the following: "Purchaser shall have sixty (60) days after the date on which Purchaser receives the Title Commitment within which to notify Seller ("**Notice of Title Objections**") of any objections it has to the Title Commitment or Survey for the Property ("**Title Objections**")."

6. The fifth sentence of Section 6(a) of the Agreement is hereby deleted.

7. Section 6(d) of the Agreement is hereby deleted in its entirety.

8. The legal description of The Town Center Parcel in Exhibit A of the Agreement is hereby deleted.

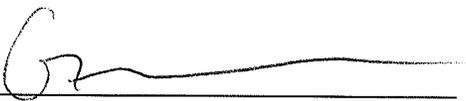
9. The parties hereby confirm and ratify all provisions of the Agreement, which shall and do remain in full force and effect as amended hereby. This Amendment may be signed in counterparts, each of which will be deemed an original document, but

all of which together will constitute one and the same document. Faxed and pdf scanned signatures shall be deemed original signatures for purposes of this Amendment. All capitalized, undefined terms in this Amendment shall have the same meaning as defined in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Conditional Agreement of Purchase and Sale North Grand River City Property on the date first above written.

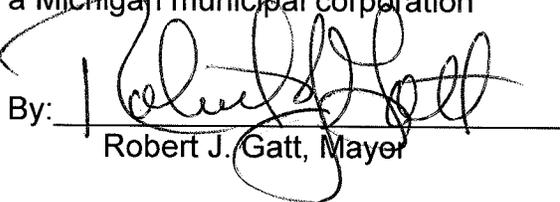
PURCHASER:

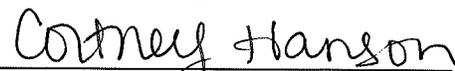
SAKURA NOVI, LLC,
a Michigan limited liability company

By: 
Geoffrey Scott Aikens, Trustee of
the Geoffrey Scott Aikens Trust
u/a/d December 10, 2011

SELLER:

CITY OF NOVI, MICHIGAN,
a Michigan municipal corporation

By: 
Robert J. Gatt, Mayor

By: 
Courtney Hanson, City Clerk

**SECOND AMENDMENT TO
CONDITIONAL AGREEMENT OF PURCHASE AND SALE
NORTH GRAND RIVER CITY PROPERTY**

THIS SECOND AMENDMENT TO CONDITIONAL AGREEMENT OF PURCHASE AND SALE ("**Amendment**") is made as of December 17, 2018 by and between the CITY OF NOVI, a Michigan municipal corporation ("**Seller**"), and SAKURA NOVI, LLC, a Michigan limited liability company ("**Purchaser**"), with regard to the following:

A. Seller and Purchaser entered into a certain Conditional Agreement of Purchase and Sale North Grand River City Property dated June 21, 2018 for the purchase and sale of the Anglin Parcel and the Town Center Parcel, as defined and described in the such agreement, as amended by that certain First Amendment dated November 2, 2018 (as amended, the "**Agreement**").

B. The parties desire to amend the Agreement to extend the Inspection Period and the time to submit the application for PRO approval, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties amend the Agreement as follows:

1. Section 1(g) of the Agreement is hereby amended to extend the expiration of the Inspection Period from November 21, 2018 to January 21, 2019.

2. The first paragraph of Section 7 of the Agreement is hereby amended to extend the deadline for Purchaser to submit its application for PRO approval from January 21, 2019 to February 21, 2019.

3. The fourth paragraph of Section 7 of the Agreement is hereby amended to provide that Purchaser may withdraw its PRO application and terminate this Agreement upon written notice to Seller if the PRO is not approved within five (5) months following the date of submission by Purchaser of a complete PRO application.

4. The parties hereby confirm and ratify all provisions of the Agreement, which shall and do remain in full force and effect as amended hereby. This Amendment may be signed in counterparts, each of which will be deemed an original document, but all of which together will constitute one and the same document. Faxed and pdf scanned signatures shall be deemed original signatures for purposes of this Amendment. All capitalized, undefined terms in this Amendment shall have the same meaning as defined in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Conditional Agreement of Purchase and Sale North Grand River City Property on the date first above written.

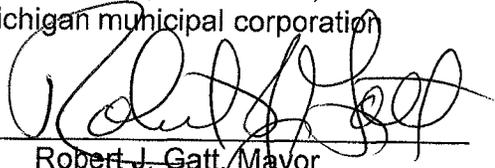
PURCHASER:

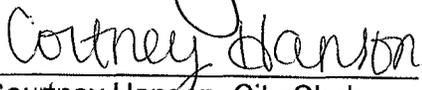
SAKURA NOVI, LLC,
a Michigan limited liability company

By: 
Geoffrey Scott Aikens, Trustee of
the Geoffrey Scott Aikens Trust
u/a/d December 10, 2011

SELLER:

CITY OF NOVI, MICHIGAN,
a Michigan municipal corporation

By: 
Robert J. Gatt, Mayor

By: 
Courtney Hanson, City Clerk

Council Meeting Draft 4.10.19

**THIRD AMENDMENT TO
CONDITIONAL AGREEMENT OF PURCHASE AND SALE
NORTH GRAND RIVER CITY PROPERTY**

THIS THIRD AMENDMENT TO CONDITIONAL AGREEMENT OF PURCHASE AND SALE ("**Amendment**") is made as of April ____, 2019 by and between the CITY OF NOVI, a Michigan municipal corporation ("**Seller**"), and SAKURA NOVI, LLC, a Michigan limited liability company ("**Purchaser**"), with regard to the following:

A. Seller and Purchaser entered into a certain Conditional Agreement of Purchase and Sale North Grand River City Property dated June 21, 2018 for the purchase and sale of the Anglin Parcel and the Town Center Parcel, as defined and described in the such agreement, as amended by that certain First Amendment dated November 2, 2018, and that certain Second Amendment dated December 17, 2018 (as amended, the "**Agreement**").

B. The parties desire to amend the Agreement to add a condition, terminate the Inspection Period, extend the time period to submit the application for PRO approval, and revise the underlying zoning classification, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties amend the Agreement as follows:

1. The parties confirm and agree that the Inspection Period, as defined in Section 1(g) of the Agreement, has expired.

2. The first paragraph of Section 7 of the Agreement is hereby amended to extend the deadline for Purchaser to submit its application for PRO approval from February 21, 2019 to four (4) weeks after the date of this Amendment.

3. The third sentence of the first paragraph of Section 7 of the Agreement is hereby amended to replace "rezoning of the Property to the TC District," with "rezoning of the Property to the TC-I District."

4. The existing language in Section 7, following the title of the Section ("Development Approval Conditions") shall be designated subsection (a) and entitled "Planned Rezoning Overlay Approval." A new subsection (b) entitled "Commercial Rehabilitation District Approval" shall be added as follows:

In addition to undertaking the actions required to secure approval of a PRO and PRO Agreement, within 30 days Purchaser will file a written request to the Seller for establishment of a Commercial Rehabilitation District under Section 3 of Act 210 of 2005

("the **Act**"), being MCL 207.843, comprising the Property, the Ecco Parcels, and the Eleven Mile Parcel as described herein (the "**District**"). Seller will process the request in accordance with the requirements of the Act, along with the Purchaser's PRO application.

Seller shall determine when and whether to establish a Commercial Rehabilitation District. Purchaser acknowledges that the Seller may, as part of its authority under the Act, adopt at the time of the establishment of the District a Tax Abatement Policy similar in form and content to that adopted for the District created for the Ten Mile/Meadowbrook area ("**Policy**"), and that such Policy will govern any approval of Exemption Certificates for the development proposed. The terms and conditions of the Policy shall be in the Seller's sole and absolute discretion. Purchaser also acknowledges and agrees that a written agreement between the Seller and the Purchaser, upon terms agreeable to the Seller ("**Agreement**"), shall be required as part of any approval by Seller of an Exemption Certificate for the property within such District.

Seller makes no representation in this Agreement or otherwise that the Commercial Rehabilitation District or the Exemption Certificate(s) ("**Exemption Certificate(s)**") will be approved by the Seller. Notwithstanding anything else in this Agreement, Seller retains all its right and discretion under applicable law and ordinances to approve or reject establishment of the District or issuance of the Exemption Certificate(s), and this Agreement does not limit or waive its authority under the Act in any way. Seller's failure to approve the establishment of the Commercial Rehabilitation District or the Exemption Certificate(s) shall not constitute a default or breach for the purposes of this Agreement. Purchaser agrees that it will not appeal the denial of either action to the Michigan State Tax Commission or any other entity responsible for reviewing such decisions.

Purchaser's obligation to close and purchase any or all of the Property is subject to and contingent upon (i) the creation of the Commercial Rehabilitation District pursuant to the Act over the District as requested by Purchaser and approved by the City, Oakland County and the State of Michigan, (ii) Purchaser's agreement with the terms of the Policy and the Agreement in Purchaser's sole and absolute discretion, and (iii) the approval by the City, Oakland County and the State of Michigan of the Exemption Certificate(s) applied for by Purchaser with terms acceptable to Purchaser in its sole and absolute discretion. If these conditions are not satisfied or waived by Purchaser in writing by the Closing Date, then Purchaser may terminate this Agreement and receive a refund of its Deposit and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated.

5. Section 9(a), Default by Seller, is amended to read as follows:

In the event that Seller should default or otherwise fail to consummate the transactions contemplated by this Agreement for any reason except for (i) Purchaser's default, which is not cured within ten (10) days after written notice from Seller, (ii) failure on the part of the City of Novi to approve the PRO application and PRO plan, or (iii) failure on the part of the City of Novi to approve Commercial Rehabilitation District or the Commercial Rehabilitation Exemption Certificate, then Purchaser may either (a) terminate this Agreement by giving prompt written notice thereof to Seller, upon which the Deposit shall

be refunded to Purchaser in full and the Parties shall have no further obligations under this Agreement, or (b) specifically enforce this Agreement; provided, however, that in the event that such failure of Seller was beyond Seller's reasonable control, Purchaser's sole remedy shall be to so terminate this Agreement; provided, further, in the event Purchaser elects to specifically enforce this Agreement it must institute such action within thirty (30) days following Seller's default, failing which Purchaser shall be deemed to have waived the right to pursue specific performance.

6. The parties hereby confirm and ratify all provisions of the Agreement, which shall and do remain in full force and effect as amended hereby. This Amendment may be signed in counterparts, each of which will be deemed an original document, but all of which together will constitute one and the same document. Faxed and pdf scanned signatures shall be deemed original signatures for purposes of this Amendment. All capitalized, undefined terms in this Amendment shall have the same meaning as defined in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Conditional Agreement of Purchase and Sale North Grand River City Property on the date first above written.

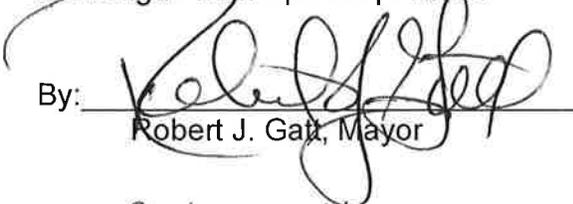
PURCHASER:

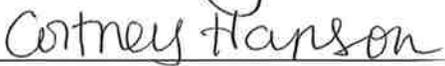
SAKURA NOVI, LLC,
a Michigan limited liability company

By: 
Geoffrey Scott Aikens, Trustee of
the Geoffrey Scott Aikens Trust
u/a/d December 10, 2011

SELLER:

CITY OF NOVI, MICHIGAN,
a Michigan municipal corporation

By: 
Robert J. Gatt, Mayor

By: 
Cortney Hanson, City Clerk

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
TUESDAY, NOVEMBER 12, 2019 AT 7:00 P.M.
COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 TEN MILE ROAD**

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 Breen, Casey, Crawford (absent/excused), Fischer, Mutch

ALSO PRESENT: Pete Auger, City Manager
Victor Cardenas, Assistant City Manager
Thomas Schultz, City Attorney

APPROVAL OF AGENDA:

Mayor Gatt added the appointment of Mayor Pro Tem to the agenda.

CM 19-11-187 Moved by Casey, seconded by Breen; MOTION CARRIED: 6-0

To approve the Agenda as amended.

Roll call vote on CM 19-11-187 **Yeas: Staudt, Breen, Casey, Fischer, Mutch, Gatt**
Nays: None
Absent: Crawford

APPOINTMENT OF MAYOR PRO TEM

Mayor Gatt appointed David Staudt as the Mayor Pro Tem for the next two years.

PUBLIC HEARING: None

PRESENTATIONS:

1. Comprehensive Annual Financial Report ending June 30, 2019 - Carl Johnson, Finance Director

Carl Johnson, Finance Director thanked the City Manager and his team. He said we really have a great organization and a great team. He stated the department heads, year after year, came in under budget. He said there was not a single variance and single item noted in the audit reports. He commented that it isn't just done by finance and treasury; it's everyone on the team. He said he has worked 30 years in the industry and he hasn't run across a better team than what we have here. He was proud of that. He gave special thanks to Deputy Finance Director, Sabrina Lilla, who oversaw the audit. He said he wanted to touch on three or four items in the audit. He said the audit itself is 186 pages. He said the first one was the General Fund, general operating fund; the original budget that we started with was approved to spend \$50,000 to spend of fund balance. We ended on 5/21, using 5/21 and dipping into 5/21. What that means is dipping into that \$50,000 that was the original which was the Transportation

Study; we pushed forward the breathing apparatus for the fire department which was another \$350,000. The other \$100,000 is just the difference between our roll-overs of our contracts. Every year will roll over about \$1.2 million to \$1.3 million in equipment purchases and contracts, etc. between the two years. He said we were right on with budget and actually we were about \$300,000 under budget. He said we used that \$300,000 to make an extra pension contribution. He said our ending Fund Balance is just about \$11.3 million, and the General Fund around 32%. Next he talked about the Capital Improvement Fund (CIP). He said in June we passed a deficit elimination plan. When we created this bond and went to the voters, we said we wanted to do four to six projects in advance- the DPW building, Lakeshore Park, Gun Range, and the ITC Trail. We wanted to do those ahead of when we were going to actually have the funding yet. What that meant was that we were spending money before we brought it in through the millage. He stated that our millage is projected to bring in around \$40 million dollars and those projects were estimated to cost around \$20 million dollars. We only bring in around \$3.5 annually. Our options were to go issue bonds, or to borrow internally. He said we opted to borrow internally. The reason for that was financial. It is substantially cheaper for us to borrow money internally. The money stays in house. The earnings on that, the interest that would have been paid to a third party, we pay to ourselves. The money is actually making a better rate of return than what it would have out there. He explained in the financial statements it will show a deficit, it is going to show that we spent more than we brought in. He explained that \$8.6 million was the borrowing that we had as of June 30, 2019. If we were to issue bonds that would be zero and that amount would be revenue in the fund itself if we would have issued bonds, but we didn't. We borrowed from the other fund. We show borrowing here, and we actually show that we brought in our normal money, we spent \$16 million dollars, and we have a deficit in the fund of \$6.7 million dollars. We borrowed from another fund instead of the outside world. Under the accounting rules if we borrow from the outside world it is called revenue, so we would not have a deficit in this fund. What it means we spent \$7,250 interest last year on the borrowing related to this. If we would have issued debt, we would have had \$300,000 plus in closing costs and the interest cost just for that year would have been over \$100,000. Just for the first year of this we were \$400,000 better off. That is the reason we did it this way. The plan is that we have plenty of money in the future years to cover it. The third item he wanted to touch on was the retiree health care, OPEB funding, as well as pension funding. He said OPEB was 104% funded last year, this year our liability, which is the amount we owe our retirees for health care went from \$28.1 to \$29.5 million dollars. We made \$2.2 million on that money because we invested that money in house. Internally we did much better than MERS did. He stated our contributions continue to go up annually. It was \$880,000, \$950,000, and we are just about a million dollars annually. Even with the increase in our liability we remained at 104% which is outstanding. We would be in the top 5% in the entire State as far as the funding levels of the OPEB. He moved on to the pension plans and noted that we were at \$600,000 annually, now we are at \$200,000 -\$270,000 annually. Until the OPEB gets to 120% to 140% funded we will have to continue to contribute, but the amounts are going down. The decrease we have reprogrammed directly into the pension contribution. He said the pension side of the liability at the end of 2019 was \$101 million dollars is the amount that we owe for pensions that is up from

\$99.7 million dollars the year before. He said without any new people in there, without any changes, the liability continues to grow. The actuaries are never correct. It continues to go up, five years ago it was \$86 million, and now over \$101 million. Our plans are closed; they are not open to new members. The earnings from MERS last year, the assumption MERS make is that we earn 7%, they lost \$2.6 million dollars for the year on our \$70 million dollars that they invested. The assumption is 6% so our contributions are going to go up more into the future. What that means on an interim basis is that our contribution percentage, out funded level drops significantly. Our funding level dropped from 65% to 60%. The trigger for PA202 as far as pension funding is 60% so we are right there. The bad news is MERS has already sent a letter to us and said that the next actuary report they are changing their assumptions again, they are going to lower the interest earnings assumption, they are going to raise the assumptions related to death benefits, etc. The last time they did that the liability rose \$3.3 million dollars. He assumed that would be about a \$3 to \$5 million dollar increase again just in the liability. We will definitely be below the 60% going forward. He said we will have to address that, we talked about bonding before. If we were ever interested in that, the bond rates have never been better, the market and interest rates have plummeted lately. That is always an option. The issue we've had is if you look at 2018, if we would have bonded, our entire deficit of \$34 million, are entire underfunded, it is \$39 million now. That is one of the significant drawbacks of bonding. If we would have bonded out to zero, we would be \$5 million in the hole already, just one year later because the assumptions not being met. It is a short-term way to get to the funding level if you want. We are still on track. We are still doing what we are supposed to. We made extra contributions. Along those lines, the past two-years we kicked in another \$450,000. This was under budget savings in the General Fund that we kicked in. Every dime of savings that we have in the departments we are going to kick it in towards the pensions. He said \$450,000 a year ago, \$310,000 the year before, we kicked in 3/4 of a million dollars and we still lost 5% in our funding levels. It is hard; it has doubled in the last five years and will double in the next five years. It is something that we need to keep our eye on. We have almost no debt. It is an incredible amount of debt that we have on our books. The only debt that we have is Library debt, we paid off another million of that, we have \$9.6 million dollars of debt. It is paid off in 2026, a little over \$1 million a year. That is financed by a millage. The other two debts are the Ice Arena debt; the balance is about \$2.5 million dollars which we pay about \$500,000 a year. The other would be Meadowbrook Commons Senior Center, we have \$6.5 million in debt there and that goes through to 2025. In the next six to seven years we will literally have no debt on our books what so ever. The debts that we do have the Ice Arena and Meadowbrook Commons are both funded through the rates, there are no taxpayer contributions what so ever. The fees we collect at the Ice Arena and the fees we collect at Meadowbrook Commons. In his final statements he said we have been making capital improvements. During the past year we spent almost \$29 million dollars of our \$100 million dollar budget. This isn't even Water & Sewer, so it is \$60 million dollars. He said \$30 million on capital improvements. A lot of it in the Capital Improvement Program (CIP) we spent over \$15 million dollars. He said roads, land purchases, and equipment. We have been reinvesting in our future and in the infrastructure. That is a monstrous number for us to do. It is paid dividends, the City has never looked better. We still have our \$100 million

dollars in our six-year Capital Improvement Plan (CIP). We are still looking to improve and invest in the City of Novi.

Mayor Gatt said minus the pension liability, he didn't think there was a city within 500 miles that wouldn't kill for those kinds of numbers. The City of Novi is doing very well. Everyone that is watching on television should understand that. He gave credit to the seven people sitting at the Council table, the City Manager and staff, and last but not least, Finance Director Johnson for all of his diligent work. He said they should enter into some discussion regarding the pension funding. He would like to be perfect.

Member Mutch thanked Mr. Johnson for the thorough coverage of these major issues. He touched on the pensions and MERS managed to lose money last year in terms of the investments that they managed for us. He assumed that our pension plan and the determination of when that valuation is set is December 31. Mr. Johnson said that was correct. Member Mutch said he sits on a pension board in another community. In their community they suffered the same problem. They saw the same kind of losses because December of last year was a horrible year in the market. Mr. Johnson said yes, the month of December was bad. Member Mutch said many pension plans they've had to grapple with the fact that their valuations were set during a major down turn in the market. Many have seen their valuations rebound and go beyond what they were at their highest levels they had previously. He wondered if MERS have provided us with those numbers to give us a sense of where those valuations are now. Mr. Johnson said yes, if it would have been a June report, instead of December where we lost 10% to 11%, but we made most of it back by March. The overall return was approximately 6%, so 6% of \$60 million dollars is around \$3.6 million dollars, well short of the assumption of 7%, but not quite as bad. They smooth the gains and losses over a period of time. Even with the smoothing there is a \$2 million dollar gap between market and the amount that they are reporting to the negative. The returns would have to exceed the 7% in order for us to break the 7% mark. Member Mutch said that made sense. He said they are making additional changes to the assumptions that are going to be used again to determine the amount that we have to pay. Member Mutch asked Mr. Johnson is his expectation was to pay another \$3 to \$5 million dollars in liability that will accrue from just that. Mr. Johnson said yes, that was correct. Member Mutch said that hopefully we will have a good year in the market and that will help offset the four or five year smoothing and we will have some positive impact relative to that. He said that is a big jump again in that liability as was noted. He said when folks hear these numbers when we are not at a 100% is the concern that down the road for those employees who are eligible for a pension benefit, will that money be there. If the City is this underfunded at this point, 20 years or for some, sooner will those funds be there. Member Mutch asked Mr. Johnson what the actuarial determined contribution and what that amount reflects in terms of what we are asked to pay every year. Where is that taking us in fully funding that pension fund? Mr. Johnson said he didn't have the number in front of him, he thought we were at a 23 year amortization or around 20 years amortization period. They look at it like you are not funding it immediately, but over time. We are sticking to that. The other thing is when we closed these plans several years ago it accelerated the contribution. Rather than a one-year knocking off the amortization period, it goes

two-years because the closed plan. They want you to fund it even quicker because you now have closed the plan and there are no new people coming into it. He said we have done all of those things, we have accelerated our contributions we have made extra contributions; it is MERS projection that we won't hit 60% again until another five to six years, that we would fall below it and it would take that long to get back if we made just the normal actuarial contribution. Member Mutch said the contribution amount is on the valuation which is changing all the time. He said this amount does reflect that at the end of that time period we would fully fund that pension liability at the end of that period. Mr. Johnson said yes. Member Mutch said folks get concerned, but we as a City and what we are contributing is the assumption in that number is when we get to the end of that time period we will have fully funded that. He said obviously things do change and it will adjust, but that is the concept behind that amount. It is not just a number made up there is some idea behind that to get to that point. Mr. Johnson said last year we contributed \$4.4 million dollars, our benefit payments to our retirees was a little over \$6 million. We are almost paying dollar for dollar what our pension benefit is and on top of that we have \$65 million dollars sitting in MERS for additional contributions. There is no risk what so ever as far as not having money available for our pensioners when it comes time to it. Member Mutch brought up that Mr. Johnson said that all the departments had come in under budget. Mr. Johnson said that was the \$310,000 in additional contribution. What we did was take every dime they could to meet budget we made an extra contribution to that. Member Mutch agreed with the Mayor and said they will have to have discussions about what we will have to do with the pension liability especially if we go under that 60%. He said everything else looked good, especially retiree healthcare. He appreciated Mr. Johnson sharing that information.

2. Comprehensive Financial Audit for year-end June 30, 2019 - Rehmann

Nathan Baldermann thanked Mayor and Council for their time. He noted that this was their first year on our audit. He said he was the Engagement Principal on the audit. He said they were excited to get the audit this year and work with the City. They know what the City of Novi is and our Finance Department and their experience with working with Mr. Johnson. They felt it would be smooth and it was smooth. He said that usually when they come in to do the audit they are expecting first year pains in an audit and transition as we learn. It was almost like they had worked with us before. It was well prepared. He commended Carl and Sabrina for being well prepared. When we come in for the audit, sole objective is to issue opinion on financial statements so they know whether they can rely on information. Opinion was "unmodified" or clean. He said in laymen's terms it says that you can rely on information included in the reports. He said they had no findings. They had one comment, but Mr. Johnson explained what it was about. Technically because of deficit in Capital Improvement Program, it has to be noted in audit because it is a deficit. He said the City has a deficit elimination plan that's been filed so it's been taken care of. He said there were really were no other issues. It was a very clean audit.

Mayor Gatt said he appreciated their work. Novi is a robust and healthy community right now. There were no questions at the time.

MANAGER/STAFF REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENT: None

CONSENT AGENDA REMOVALS AND APPROVALS:

- A. Approval of Minutes of October 28, 2019 - Regular Meeting
- B. Acceptance of a Woodland Conservation Easement from Pulte Homes of Michigan, LLC for the woodland replacement trees, offered as a part of the Woodbridge Park development, located on the northeast corner of Novi Road and Nine Mile Road, in Section 26 of the City.
- C. Acceptance of a Woodland Conservation Easement from Orville Properties, LLC for the woodland replacement trees, offered as a part of the Adell Center Roads and Utilities site plan, located west of Novi Road and south of I-96, in Section 15 of the City.
- D. Approval of a Resolution of the City Council Authorizing Termination of Portion of Water Main Easement, for Daifuku North America located at 30100 Cabot Drive (parcel 50-22-01-400-041).
- E. Approval of a Storm Drainage Facility Maintenance Easement Agreement from C&L Land Holding – Novi Mercedes, for Mercedes Benz of Novi located west of Haggerty Road and north of Grand River Avenue (parcel 50-22-24-426-010).
- F. Approval of Claims and Warrants – Warrant No. 1047

CM 19-11-188 Moved by Casey, seconded by Fischer; CARRIED UNANIMOUSLY

To approve the Consent Agenda as presented.

Roll call vote on CM 19-11-188

**Yeas: Breen, Casey, Fischer, Mutch, Gatt,
Staudt
Nays: None
Absent: Crawford**

MATTERS FOR COUNCIL ACTION

1. Consideration of Ordinance No. 19-195, an Ordinance to Amend the City of Novi Code of Ordinances, at Chapter 12, "Drainage and Flood Damage Prevention," to add Article IV, "Illicit Discharge Elimination Program," to Regulate Non-Stormwater Discharge. **FIRST READING**

CM 19-11-189 Moved by Staudt, seconded by Casey; CARRIED UNANIMOUSLY

Approval of Ordinance No. 19-195, an Ordinance to Amend the City of Novi Code of Ordinances, at Chapter 12, "Drainage and Flood Damage Prevention," to add Article IV, "Illicit Discharge Elimination Program," to Regulate Non-Stormwater Discharge. FIRST READING

Roll call vote on CM 19-11-189

Yeas: Casey, Fischer, Mutch, Gatt, Staudt, Breen

Nays: None

Absent: Crawford

AUDIENCE COMMENT: None

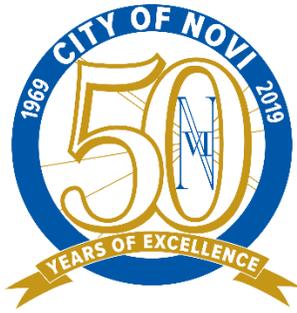
COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES:

1. Appointments to Council Committees

Mayor Gatt appointed Member Casey, Member Fischer, and Member Crawford to the Capital Improvement Program. He appointed Member Breen, Member Fischer, and Member Casey to the Commission Interview Committee. He appointed Mayor Pro Tem Staudt, Member Fischer, and Member Casey to the Consultant Review Committee. He said the Mayor serves on the Ordinance Review Committee and appointed Pro Tem Staudt, Member Crawford, and Member Fischer as the alternate. He said the Mayor serves on the Rules Committee and appointed Mayor Pro Tem Staudt and Member Casey as well. He appointed Mayor Pro Tem Staudt and Member Breen to the Parks, Recreation and Cultural Services Grant Citizen Advisory Committee. He appointed Member Fischer and Member Mutch to the Pathway and Sidewalk Prioritization/Walkable Novi. He appointed Member Mutch to SEMCOG with Member Breen as the alternate. He appointed Member Casey as the Council Liaison to the Youth Council, with Member Breen as the alternate.

Mayor Gatt made a motion to appoint the following people to the Community Recreation Center Committee: Mayor Gatt, Mayor Pro Tem Staudt, who will serve as the Chair, Member Breen, Kim Capello, Jim Perris, PRCS Commissioner Jay Dooley, in addition to staff representatives from the City Manager's Office, Public Works, Planning Department, Community Relations, Integrated Solutions, Finance, and the Fire Department.



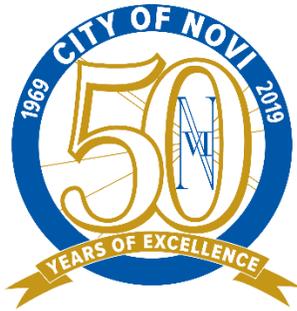
**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Enter Executive Session immediately following the regular meeting of November 25, 2019 in the Council Annex for the purpose of discussing property acquisition.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of November 25, 2019 in the Council Annex for the purpose of discussing property acquisition.



**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Consideration of the Program Year 2020 Community Development Block Grant (CDBG) application in the approximate amount of \$130,530 and authorization of the Mayor to sign the application.

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION: The proposed program year (PY) 2020 CDBG allocation for the City of Novi is estimated to total \$130,530.

Housing and Community Development Committee Recommendation: Funding requests were reviewed individually by the HCD Committee at their meeting of October 29, 2019. After very thoughtful deliberation, the Committee is recommending the following program allocations for 2020:

Recommended Projects					
CDBG Program Descriptions	Organization Requesting Funding	Description	2019 Allocation Award	2020 Agency Requests	2020 HCD Committee Recommendation
Public Services	HAVEN	Domestic violence	\$8,000	\$8,000	\$16,000
Public Services	Novi Youth Assistance	Specialized counseling and camp and fieldtrip scholarships	\$15,000	\$8,000	\$8,000
Public Services	Hospitality House	Emergency Services	\$3,500	\$3,500	\$7,000
		Sub-Total*	\$26,500	\$19,500	\$31,000
Minor Home Repair	City of Novi	Residential Repair program for Novi Residents	\$79,707	\$111,030	\$99,530
		Total	\$106,207	\$130,530	\$130,530

***The maximum 30% allocation allowed within the Public Service category for 2020 is \$39,159**

The deadline to submit the 2020 CDBG application to Oakland County is December 13, 2019.

RECOMMENDED ACTION: Approve of the Program Year 2020 Community Development Block Grant (CDBG) application in the approximate amount of \$130,530 and authorize the Mayor to sign the application.

PY 2020 CDBG APPLICATION PART 1 - CHECKLIST

Place this checklist on top of the application. Submit the following pages in the order outlined below plus required attachments.

PART 2 - COMPLETE ONCE PER APPLICATION

- A - Applicant Contact
- B - Proposed Projects
- C- Affidavit of Compliance
- D - Conflict of Interest Certification

PART 3 - COMPLETE PER PROJECT

- A- Project Type

PART 4 - COMPLETE PER PROJECT

- A - CDBG National Objective
- B - Project Description
- C - Code Enforcement Project Only
- D - Project Location
- E - Project Purpose
- F - Project Duration
- G - Project Administration
- H - Additional Resources
- I - Environmental Review Record

PART 5 - COMPLETE ONCE PER APPLICATION

- A - Public Hearing Notice
- Option #1 Affidavit of Publication
- Option #2 Web Posting and Certification

- B - Public Hearing Minutes
- Option #1 True Copy
- Option #2 Governing Body Resolution

PY 2020 CDBG APPLICATION PART 2 - APPLICANT INFORMATION

A - APPLICANT CONTACT	
Community:	City of Novi, Michigan
PY 2020 CDBG Planning Allocation:	\$130,530
Contact Person:	Sabrina Lilla
Telephone:	248-735-5692
Best time to contact:	9:30 AM - 4:30 PM
DUNS #:	944350321
Copy of current SAMS attached:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> On File at OCCHID No, explain: _____
Is community subject to Single Audit? (\$750,000 in federal expenditures)	Yes _____ No <input checked="" type="checkbox"/>

B - PROPOSED PROJECTS			
Example	Project # <u>1</u>	Name: <u>Code Enforcement</u>	Allocation: \$<u>80,834</u>
	Project # <u>1</u>	Name: <u>Minor Home Repair</u>	Allocation: \$ <u>99,530</u>
	Project # <u>2</u>	Name: <u>PS - domestic violence</u>	Allocation: \$ <u>16,000</u>
	Project # <u>3</u>	Name: <u>PS - Youth Services</u>	Allocation: \$ <u>8,000</u>
	Project # <u>4</u>	Name: <u>PS - Subsistence Payments</u>	Allocation: \$ <u>7,000</u>
Total # of Projects:		4	
# of Public Service Projects:		3	
Public Service %:		24%	

C - AFFIDAVIT OF COMPLIANCE	
<p>The undersigned certifies that the information in this application is true and correct. In applying for CDBG funds, the applicant has read, understands and agrees to comply with all the provisions of all federal regulations issued thereto by the U.S. Department of Housing and Urban Development (HUD), state and local regulations and laws.</p>	
Name of Highest Elected Official or Designee:	Robert J. Gatt
Title of Highest Elected or Designee:	Mayor
Signature:	

PY 2020 CDBG APPLICATION PART 2 - CONTINUED

D - CONFLICT OF INTEREST CERTIFICATION

Code of Federal Regulations Title 24, Volume 3 Revised as of April 1, 2004 CITE: 24CFR570.611

TITLE 24--HOUSING AND URBAN DEVELOPMENT CHAPTER V--OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HUD

Part 570 Community Development Block Grants

Subpart K Other Program Requirements

Sec. 570.611 Conflict of interest

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation: (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;(ii) Whether an opportunity was provided for open competitive bidding or negotiation;(iii) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations. By applying for CDBG funds, the Participating Community certifies that they have read the above:

Community Name:	City of Novi
Name of Highest Elected Official or Designee:	Robert J. Gatt
Title of Highest Elected or Designee:	Mayor
Signature:	

PY 2020 CDBG APPLICATION - PART 3 PROJECT TYPE CONTINUED

(Please one box per project)

Project #1 Allocation: \$99,530

A - PROJECT TYPE CONTINUED						
Account	Account #	Objective	Goal	Indicator	Outcome	
<input checked="" type="checkbox"/>	PUBLIC SERVICES CONTINUED					
	Housing Counseling only, under 24 CFR 5.100	132210-702010	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Neighborhood Cleanups		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Food Banks		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Housing Information and Referral Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Housing Counseling Supporting Homebuyer Downpayment Assist (05R)		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Other Public Services Not Listed in 03T and 05A-05Y (Housekeeping/Safety & Repair/Yard)	172160-730880 172160-731665 172160-732170	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
<input checked="" type="checkbox"/>	HOUSING					
	Loss of Rental Income		Decent Affordable Housing			Affordability
	Construction of Housing		Decent Affordable Housing			Affordability
	Housing Counseling for Homeownership Assist (13B)		Decent Affordable Housing			Affordability
	Homeownership Assistance – ex Housing Counseling		Decent Affordable Housing			Affordability
	Rehabilitation: Single-Unit Residential	132290-30898	Decent Affordable Housing	# of units brought to code		Affordability
	Emergency Rehab	172170-30569	Decent Affordable Housing	# of units brought to code		Affordability
X	Minor Home Repair	172170-31227	Decent Affordable Housing	# of units brought to code		Affordability
	Mobile Home Repair	172170-731244	Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Multi-Unit Residential		Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Public Housing Modernization		Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Other Publicly Owned Res Buildings	172160-31602	Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Energy Efficiency Improvements		Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Acquisition		Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Administration	132280-31605	N/A	N/A	N/A	N/A
	Lead-Based Paint/Lead Hazards Testing/Abatement		Decent Affordable Housing			Affordability
	Housing Services, Excluding Housing Counseling		Decent Affordable Housing			Affordability
	Housing Counseling Support HOME Hsg Activities		Decent Affordable Housing			Affordability
	Housing Counseling in Conjunction with CDBG Assisted Housing Rehab		Decent Affordable Housing			Affordability
	Code Enforcement (See Part 4 C)	172170-30310	Suitable Living Environment	Strengthen Communities	# of LMI persons served	Sustainability

PY 2020 CDBG APPLICATION - PART 4

Project #1 Allocation: \$99,530

A - CDBG NATIONAL OBJECTIVE		
Which one of the National Objectives will this project target?		
✓	Code/Description	24 CFR
Benefits low- and moderate-income persons		
For the National Objective that principally benefits low- and moderate-income persons is selected, describe how the activity will address ONE of the subcategories listed below:		
✓	1) Area Benefit Activity - Those projects carried out in a neighborhood consisting predominantly of LMI persons and providing services for such persons yet could be available to other non-income eligible persons in the area. This information can be documented by documenting that the area is primarily residential (e.g., zoning map); and that the income characteristics of households in the service area (i.e., Census data)	570.208(a))
	2) Limited Clientele Activity - Those that benefit a specific group of people (rather than all the residents in a particular area) who are, or presumed to be, income eligible. In order to meet the LMI Limited Clientele criteria, the activity must: serve at least 51% LMI, as evidenced by documentation and data concerning beneficiary family size and income; have income eligibility requirements which limit the service to persons meeting the LMI income requirements, as evidenced by procedures, intake/application forms, income limits and other sources of documentation; serve a specific group presumed by HUD to be income-eligible include: abused children, battered persons, elderly persons, handicapped adults, homeless persons, illiterate persons, migrant farm workers and persons living with AIDS; and be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.	
X	3) Income Eligible Housing Activity - These projects add or improve a permanent residential structure wherein, upon completion, income eligible persons will occupy 51% or more of the housing units.	
	4) Job Creation or Retention Activity - A project which creates or retains permanent jobs, of which at least 51% are either taken by or available to income eligible persons.	
JUSTIFICATION: Provides decent affordable housing to those eligible low-moderate income persons who would otherwise not be able to afford the minor home repairs to their homes.		
Aids in the prevention or elimination of slums or blight		
For the National Objective that principally aids in the prevention of elimination of slums or blight is selected, describe how the activity will address ONE of the subcategories listed below:		
	1) At least 25% of the properties throughout the area exhibit the following: <ul style="list-style-type: none"> a. Physical deterioration of buildings/improvements; b. Abandonment of properties; c. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings; d. Significant declines in property values or abnormally low property values relative to other areas in the community; or e. Known or suspected environmental contamination 	570.208(b))
	2) Public improvements throughout the area are in a general state of deterioration.	
	Documentation must be maintained by the grantee on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications.	

JUSTIFICATION:

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #1 Allocation: \$99,530

B - PROJECT DESCRIPTION

Provide a detailed description of the proposed activity including how the activity will address the needs of the community:

Minor home repairs and mobile home repairs for the homes of income qualified households. Repairs will conform to Oakland County guidelines and State of Michigan lead based paint requirements.

Identify who will benefit from the proposed activity (ex: homeless, abused children, seniors, etc). If your program was designed to benefit persons on L/M income, describe the process you will use to identify these persons (process for income verification if persons are not members of HUD's presumed L/M clientele):

Persons on low to moderate income will benefit from the program. The City will bid for a contractor to administer and provide services for its Minor Home/Mobile Home Repair Program. The contractor is responsible for verification of income levels by obtaining the proper support (ie. proof of income for a three month period from all living in the household, all income is added up to get an annual amount and then compared to the HUD Income guideline to determine eligibility.

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project # _____ **Allocation: \$** _____

C - CODE ENFORCEMENT PROJECT ONLY

Will any of the supportive activities offered in conjunction with the Code Enforcement Program possibly trigger displacement of any "persons"?	Yes
	No

If "Yes" Explain:

The grantee will be required as a special condition of the CDBG grant contract to submit a formal relocation or displacement plan for the program prior to release of grant funds.

If "No" Explain how that determination was made?

Service Area Where the Code Enforcement Program Will Be Carried Out: Provide a brief narrative of the proposed activity and service area where the Code Enforcement activity will be carried out.

Severity of Problem

What level of service is needed?

Explain how and to what extent the proposed activity will solve the problem:

Provide a summary of the proposed strategy for using code enforcement together with public or private improvements or services (e.g., a homeowner rehabilitation program) that can be expected to arrest the decline of the service area.

Describe the methodology and metrics to be used to assess whether the code enforcement program and other activities will mitigate the deterioration of the service area during the time CDBG funds are expended to implement the code enforcement program.

Activity Implementation Plan

Provide a detailed plan of how the code enforcement program, together with “supportive activities” (i.e. public or private improvements, rehabilitation, or services) will mitigate deterioration and is expected to arrest the decline of the area. Also, identify any current or potential funding sources available to assist with proposed supportive activities.

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #1 Allocation: \$99,530

D - PROJECT LOCATION		
Please <input checked="" type="checkbox"/> one box	<input checked="" type="checkbox"/>	
Describe Project Location	x	City/Township/Village Wide
		Area Wide Benefit Only
	x	Specific
Parcel ID#		
Address		
City		
Zip Code		
Areawide Benefit (AWB) Projects Only	List Census Tract	

	List Block Group	
Attach AWB Map with project location indicated		
Describe service area for:		
Fire Stations/ Equipment		
Parks, Recreational Facilities		
Special Assessments		

E - PROJECT PURPOSE			
ALL PROJECTS			
# of clients to be served in PY 2018		Type of clients to be served	
		People	
		Households	
16		Housing Units	
		Public Facilities	
PUBLIC SERVICES PROJECTS ONLY			
Help Prevent Homelessness?		_____ Yes _____ No	
Help the Homeless?		_____ Yes _____ No	
Help those with HIV/AIDS?		_____ Yes _____ No	
Help Persons with Disabilities?		_____ Yes _____ No	
PUBLIC FACILITIES & IMPROVEMENTS PROJECTS ONLY			
Will the project meet ADA standards for access?		_____ Yes _____ No	
SENIOR CENTER PROJECT DEMOGRAPHICS			
Estimated Number of Current Members			
White alone		Asian Alone	
Black or African American alone		Some other race alone	
American Indian and Alaska Native alone		Two or more races	
Native Hawaiian & Other Pacific Islander alone			

PY 2020 CDBG APPLICATION - PART 4 CONTNUED

Project #1 Allocation: \$99,530

F - PROJECT DURATION	
This is a new project for PY 2020	Yes _____ No <u>x</u>
This is an ongoing project	Yes _____ No <u>x</u>
This is an expanded project from previous years	Yes <u>x</u> No _____

G - PROJECT ADMINISTRATION	
Community will manage project	Yes _____ No <u>x</u>
Community will hire a vendor to manage project	Yes <u>x</u> No _____
County will administer contract	Yes _____ No <u>x</u>

H - ADDITIONAL RESOURCES					
Other Federal Funds	\$	State/Local Funds	\$	Other	\$

I - ENVIRONMENTAL REVIEW RECORD

Environmental Reviews are required for each project
Please ✓ each box as it applies and attach all required documents

<input checked="" type="checkbox"/>	Exempt Project		
	Project is Exempt per 24 CFR 58.34		
	Exempt Form Attached		Project Location Map Attached

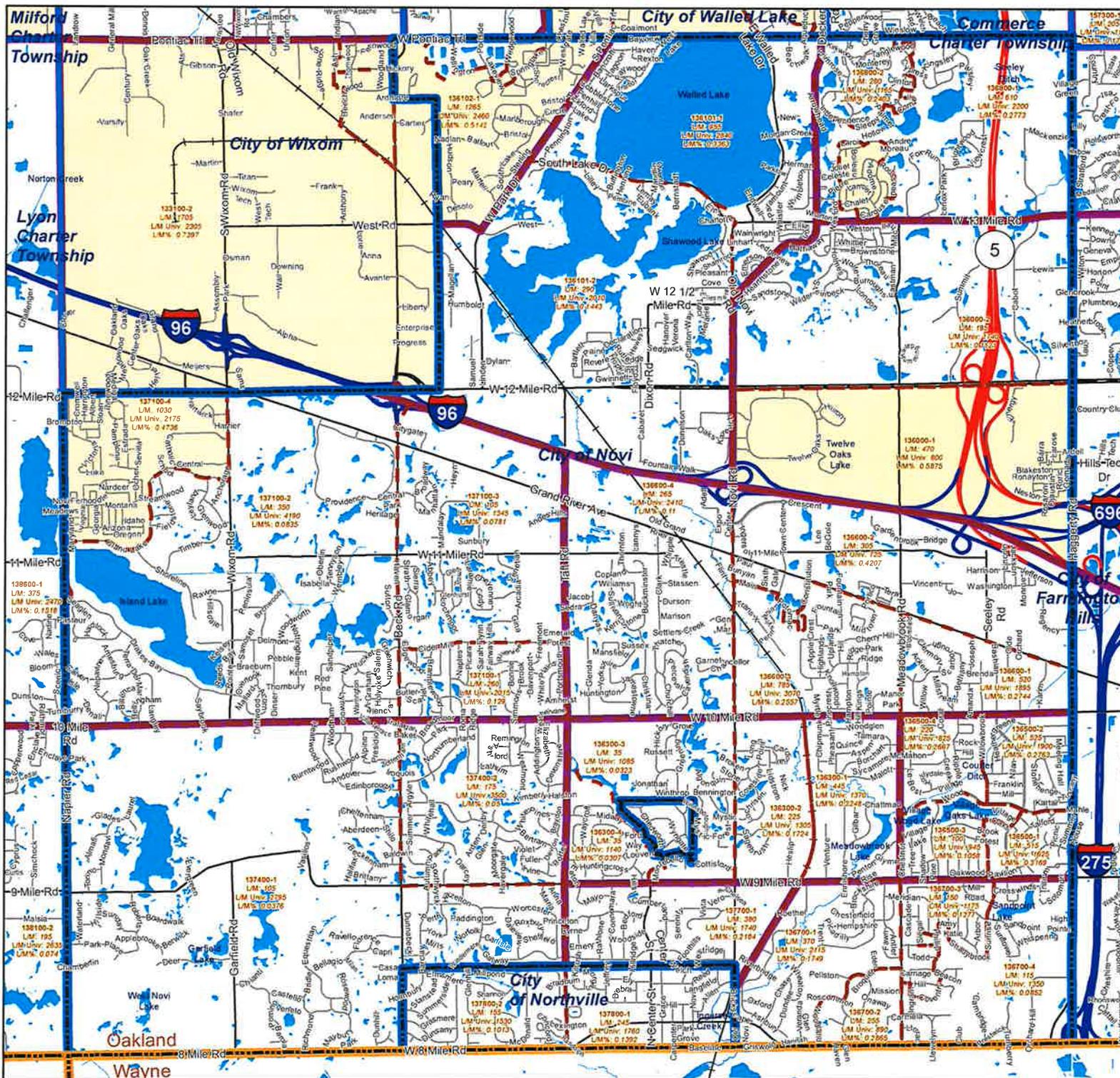
OR

<input checked="" type="checkbox"/>	Categorically Excluded Project		
x	Project is Categorically Excluded		
x	Statutory Checklist Attached	x	Project Location Map Attached
	Project is in Flood Plain		8 Step Attached
x	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc		

OR

<input checked="" type="checkbox"/>	Environmentally Assessed Project		
	Project is Environmentally Assessed		
	Environmental Assessment Attached		Project Location Map Attached
	Project is in Flood Plain		8 Step Attached
	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc		

<input checked="" type="checkbox"/>	Other Projects		
	Historic Preservation Profile (HPP) Attached		Demolition Checklist Attached



Economic Development & Community Affairs
L. Brooks Patterson, County Executive

**OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT**

Oakland Pointe
250 Elizabeth Lake Road, Ste. 1900
Pontiac, MI 48341-0414
248.858.0493
www.oakgov.com/chi



Area-Wide Benefit Map

City of Novi

-  County Border
-  Community Boundary (Highlighted)
-  Community Boundary (Adjacent)
-  Census Tract 2010
-  Eligible Area-Wide Benefit Block Groups
-  Non-Eligible Block Groups
-  Interstate
-  US
-  State
-  Major
-  Minor
-  Railroad
-  Waterbodies



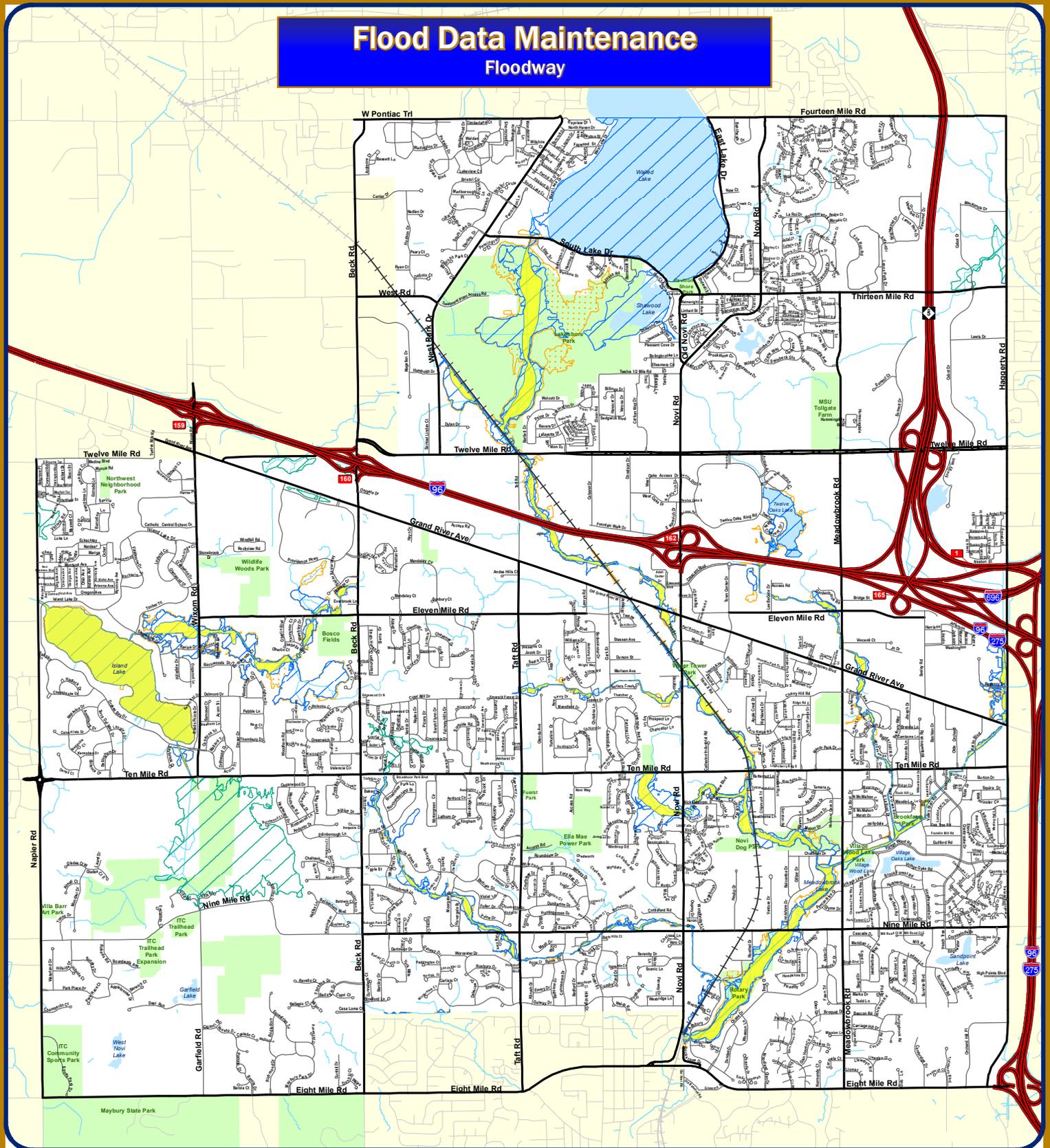
1 in = 0.82 miles

This Census Block Group map reflects the 2011-2015 American Community Survey (ACS).

Map Created On: 3/29/2019

Flood Data Maintenance

Floodway



Map Author: Jon Gartha
 Date: November 6, 2019
 Project: Flood Data Maintenance
 Version #: 1.0

MAP INTERPRETATION NOTICE

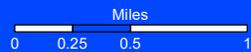
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate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

Map Legend

- Major Road
- Minor Road
- Multi-Lane Divided Highway
- Railroad
- FEMA Base Flood Elevation (ft)
- Parks
- Flood Zones**
 - 1.0% Chance Flood Zone
 - 1.0% Chance Flood Zone
 - 0.2% Chance Flood Zone X
 - Floodway
 - Lake
 - Stream or Drain



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



1 inch = 4,346 feet





**U.S. Department of Housing and Urban
Development**

451 Seventh Street, SW
Washington, DC 20410

www.hud.gov

espanol.hud.gov

**Environmental Review for Activity/Project that is
Categorically Excluded Subject to Section 58.5
Pursuant to 24 CFR 58.35(a)**

Project Information

Project Name: Minor Home Repair

Responsible Entity: OAKLAND COUNTY

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Novi

Preparer: Sabrina Lilla

Certifying Officer Name and Title: Robert J. Gatt, Mayor

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable):

Direct Comments to: Sabrina Lilla, Deputy Finance Director
248-735-5692
slilla@cityofnovi.org

Project Location: City-wide

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]: The City will contract out the administration services for its minor home repair and mobile home repair services. The administrator will offer low to moderate income qualified single family, one-unit structure homes minor home (mobile home) repairs such as (but not limited to) furnace replacement, water heater replacement, toilet replacement, installation of storm doors and or windows, roof replacement, and replacement of defective light fixtures.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: _____

Project Name

Project Locality and State

HEROS Number

Funding Information

Grant Number	HUD Program	Funding Amount
OAKLAND	COUNTY	USE ONLY

Estimated Total HUD Funded Amount = PLANNING ALLOCATION \$99,530

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: 99,530

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?		Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6			
Airport Hazards 24 CFR Part 51 Subpart D	Yes	No x	No airports near Novi
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes	No x	Novi is not within a coastal zone
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes	No x	Each site will be checked on the Floodplain map

Project Name

Project Locality and State

HEROS Number

STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5			
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes	No x	Local permits will be required and inspectors will monitor compliance
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes	No x	Novi is not within a coastal zone
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes	No x	Project will be evaluated to discover if house is near contamination or toxic substances
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes	No x	The city is not aware of any endangered species within the City limits; however, the Michigan Natural Features Inventory will be reviewed before starting a project.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes	No x	Project will be evaluated to discover if house is near thermal explosives
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes	No x	Applications will be checked for impact on farmland
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes	No x	Each site will be checked on Floodplain map
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes	No x	Houses greater than 50 years old will be submitted to State if required

Noise Abatement and Control	Yes x	No	Noise abatement will be considered if within 1,000 feet of a major road or 3,000 feet of a railroad
Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B			

Project Name

Project Locality and State

HEROS Number

STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5			
Sole Source Aquifers	Yes	No x	None in the State of Michigan
Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149			
Wetlands Protection	Yes	No x	Area will be checked for wetlands
Executive Order 11990, particularly sections 2 and 5			
Wild and Scenic Rivers	Yes	No x	None in Oakland County
Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)			
ENVIRONMENTAL JUSTICE			
Environmental Justice	Yes	No x	Environmental Justice regulations will be followed
Executive Order 12898			

Field Inspection (Date and completed by):

Summary of Findings and Conclusions:

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
----------------------------------	---------------------------

Project Name

Project Locality and State

HEROS Number

Determination:

This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR

x This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain “Authority to Use Grant Funds”** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR

This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: _____ Date: _____

Name/Title/Organization: Sabrina Lilla, Deputy Finance Director, City of Novi

Responsible Entity (Oakland County) Official Signature:

_____ Date: _____

Name/Title:

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

PY 2020 CDBG APPLICATION - PART 3 PROJECT TYOE CONTINUED

(Please one box per project)

Project #2 Allocation: \$16,000

A - PROJECT TYPE CONTINUED					
Account	Account #	Objective	Goal	Indicator	Outcome
<input checked="" type="checkbox"/>	PUBLIC FACILITIES AND IMPROVEMENTS CONTINUED				
Interim Assistance		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
Privately Owned Utilities		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
Non-Residential Historic Preservation	172170-31280	Suitable Living Environment	Strengthen Communities	Slum Blight	Sustainability
Tornado Shelters Serving Private Mobile Home Parks		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
<input checked="" type="checkbox"/>	PUBLIC SERVICES				
Homeless/AIDS Patients Programs		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Senior Services	172160-731712	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Services for Persons with Disabilities	172160-730535	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Legal Services	172160-731073	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Youth Services	172160-732185	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Transportation Services	172160-732011	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Substance Abuse Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
<input checked="" type="checkbox"/> Services for victims of domestic violence/dating violence/sexual assault/stalking	172160-730137	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Employment Training	172160-731941	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Crime Awareness/Prevention		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Fair Housing Activities (subject to PS cap)	132210-702010	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Tenant/Landlord Counseling		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Child Care Services	172160-730283	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Health Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Services for Abused and Neglected Children		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Mental Health Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Screening for Lead Poisoning		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Subsistence Payments	172160-730571	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Homebuyer Downpayment Assistance - Excluding Housing Counseling under 24 CFR 5.100		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Rental Housing Subsidies		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Security Deposits		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility

PY 2020 CDBG APPLICATION - PART 4

Project #2 Allocation: \$16,000

A - CDBG NATIONAL OBJECTIVE		
Which one of the National Objectives will this project target?		
✓	Code/Description	24 CFR
Benefits low- and moderate-income persons		
For the National Objective that principally benefits low- and moderate-income persons is selected, describe how the activity will address ONE of the subcategories listed below:		
X	<p>1) Area Benefit Activity - Those projects carried out in a neighborhood consisting predominantly of LMI persons and providing services for such persons yet could be available to other non-income eligible persons in the area. This information can be documented by documenting that the area is primarily residential (e.g., zoning map); and that the income characteristics of households in the service area (i.e., Census data)</p> <p>2) Limited Clientele Activity - Those that benefit a specific group of people (rather than all the residents in a particular area) who are, or presumed to be, income eligible. In order to meet the LMI Limited Clientele criteria, the activity must: serve at least 51% LMI, as evidenced by documentation and data concerning beneficiary family size and income; have income eligibility requirements which limit the service to persons meeting the LMI income requirements, as evidenced by procedures, intake/application forms, income limits and other sources of documentation; serve a specific group presumed by HUD to be income-eligible include: abused children, battered persons, elderly persons, handicapped adults, homeless persons, illiterate persons, migrant farm workers and persons living with AIDS; and be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.</p> <p>3) Income Eligible Housing Activity - These projects add or improve a permanent residential structure wherein, upon completion, income eligible persons will occupy 51% or more of the housing units.</p> <p>4) Job Creation or Retention Activity - A project which creates or retains permanent jobs, of which at least 51% are either taken by or available to income eligible persons.</p>	570.208(a))
<p>JUSTIFICATION: Presumed benefit activity offered by a single source provider to offer services for victims of domestic violence, dating violence, sexual assault or stalking.</p>		
Aids in the prevention or elimination of slums or blight		
For the National Objective that principally aids in the prevention of elimination of slums or blight is selected, describe how the activity will address ONE of the subcategories listed below:		
	<p>1) At least 25% of the properties throughout the area exhibit the following:</p> <ul style="list-style-type: none"> a. Physical deterioration of buildings/improvements; b. Abandonment of properties; c. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings; d. Significant declines in property values or abnormally low property values relative to other areas in the community; or e. Known or suspected environmental contamination <p>2) Public improvements throughout the area are in a general state of deterioration.</p> <p>Documentation must be maintained by the grantee on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications.</p>	570.208(b))

JUSTIFICATION:

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #2 Allocation: \$16,000

B - PROJECT DESCRIPTION

Provide a detailed description of the proposed activity including how the activity will address the needs of the community:

Provide services to abused spouses and their children as part of a county executed and administered contract.

Identify who will benefit from the proposed activity (ex: homeless, abused children, seniors, etc). If your program was designed to benefit persons on L/M income, describe the process you will use to identify these persons (process for income verification if persons are not members of HUD's presumed L/M clientele):

Abused spouses and their children.

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #2 Allocation: \$16,000

C - CODE ENFORCEMENT PROJECT ONLY

Will any of the supportive activities offered in conjunction with the Code Enforcement Program possibly trigger displacement of any "persons"?	Yes
	No

If "Yes" Explain:

The grantee will be required as a special condition of the CDBG grant contract to submit a formal relocation or displacement plan for the program prior to release of grant funds.

If "No" Explain how that determination was made?

Service Area Where the Code Enforcement Program Will Be Carried Out: Provide a brief narrative of the proposed activity and service area where the Code Enforcement activity will be carried out.

Severity of Problem

What level of service is needed?

<input type="checkbox"/>	A new code enforcement program
<input type="checkbox"/>	An existing code enforcement program to be increased currently funded by:
<input type="checkbox"/>	An existing code enforcement program previously funded with CDBG funds

How was need determined?

Provide a summary of the proposed strategy for using code enforcement together with public or private improvements or services (e.g., a homeowner rehabilitation program) that can be expected to arrest the decline of the service area.

Describe the methodology and metrics to be used to assess whether the code enforcement program and other activities will mitigate the deterioration of the service area during the time CDBG funds are expended to implement the code enforcement program.

Activity Implementation Plan

Provide a detailed plan of how the code enforcement program, together with “supportive activities” (i.e. public or private improvements, rehabilitation, or services) will mitigate deterioration and is expected to arrest the decline of the area. Also, identify any current or potential funding sources available to assist with proposed supportive activities.

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #2 Allocation: \$16,000

D - PROJECT LOCATION		
Please <input checked="" type="checkbox"/> one box	<input checked="" type="checkbox"/>	
Describe Project Location	<input type="checkbox"/>	City/Township/Village Wide
	<input type="checkbox"/>	Area Wide Benefit Only
	<input checked="" type="checkbox"/>	Specific
Parcel ID#		
Address	801 Van Guard Rd	
City	Pontiac	
Zip Code	48341	
Areawide Benefit (AWB) Projects Only	List Census Tract	
	List Block Group	
Attach AWB Map with project location indicated		
Describe service area for:		
Fire Stations/ Equipment		
Parks, Recreational Facilities		

Special Assessments	
---------------------	--

E - PROJECT PURPOSE			
ALL PROJECTS			
# of clients to be served in PY 2018		Type of clients to be served	
200		People	
		Households	
		Housing Units	
		Public Facilities	
PUBLIC SERVICES PROJECTS ONLY			
Help Prevent Homelessness?		_____ Yes <input checked="" type="checkbox"/> No	
Help the Homeless?		_____ Yes <input checked="" type="checkbox"/> No	
Help those with HIV/AIDS?		_____ Yes <input checked="" type="checkbox"/> No	
Help Persons with Disabilities?		_____ Yes <input checked="" type="checkbox"/> No	
PUBLIC FACILITIES & IMPROVEMENTS PROJECTS ONLY			
Will the project meet ADA standards for access?		_____ Yes _____ No	
SENIOR CENTER PROJECT DEMOGRAPHICS			
Estimated Number of Current Members			
White alone		Asian Alone	
Black or African American alone		Some other race alone	
American Indian and Alaska Native alone		Two or more races	
Native Hawaiian & Other Pacific Islander alone			

PY 2020 CDBG APPLICATION - PART 4 CONTNUED

Project #2 Allocation: \$16,000

F - PROJECT DURATION	
This is a new project for PY 2020	Yes _____ No <input checked="" type="checkbox"/>
This is an ongoing project	Yes _____ No _____
This is an expanded project from previous years	Yes <input checked="" type="checkbox"/> No _____

G - PROJECT ADMINISTRATION	
Community will manage project	Yes _____ No <input checked="" type="checkbox"/>
Community will hire a vendor to manage project	Yes _____ No <input checked="" type="checkbox"/>
County will administer contract	Yes <input checked="" type="checkbox"/> No _____

H - ADDITIONAL RESOURCES					
Other Federal Funds	\$	State/Local Funds	\$	Other	\$

I - ENVIRONMENTAL REVIEW RECORD
Environmental Reviews are required for each project Please <input checked="" type="checkbox"/> each box as it applies and attach all required documents

<input checked="" type="checkbox"/>	Exempt Project
-------------------------------------	-----------------------

X	Project is Exempt per 24 CFR 58.34		
X	Exempt Form Attached	X	Project Location Map Attached

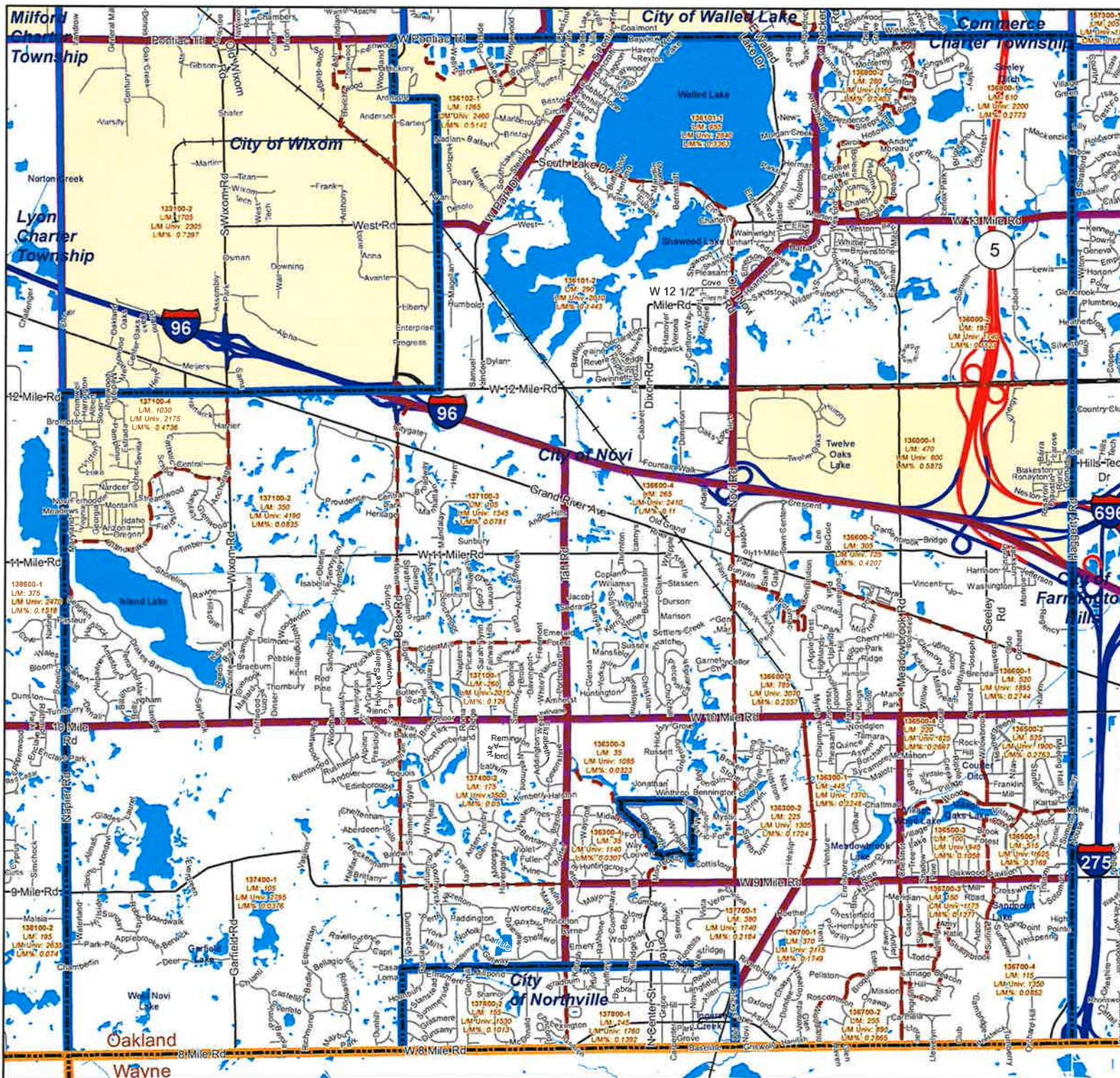
OR

✓	Categorically Excluded Project		
	Project is Categorically Excluded		
	Statutory Checklist Attached		Project Location Map Attached
	Project is in Flood Plain		8 Step Attached
	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc		

OR

✓	Environmentally Assessed Project		
	Project is Environmentally Assessed		
	Environmental Assessment Attached		Project Location Map Attached
	Project is in Flood Plain		8 Step Attached
	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc		

✓	Other Projects		
	Historic Preservation Profile (HPP) Attached		Demolition Checklist Attached



Economic Development & Community Affairs
L. Brooks Patterson, County Executive

**OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT**

Oakland Pointe
250 Elizabeth Lake Road, Ste. 1900
Pontiac, MI 48341-0414
248.858.0493
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Area-Wide Benefit Map

City of Novi

- County Border
- Community Boundary (Highlighted)
- Community Boundary (Adjacent)
- Census Tract 2010
- Eligible Area-Wide Benefit Block Groups
- Non-Eligible Block Groups
- Interstate
- US
- State
- Major
- Minor
- Railroad
- Waterbodies



1 in = 0.82 miles

This Census Block Group map reflects the 2011-2015 American Community Survey (ACS).

Map Created On: 3/29/2019



U.S. Department of Housing and Urban Development

451 Seventh Street, SW
Washington, DC 20410

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**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: Services for victims of domestic violence/dating violence, sexual assault/stalking

Responsible Entity: OAKLAND COUNTY

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Novi

Preparer: Sabrina Lilla

Certifying Officer Name and Title: Robert J Gatt, Mayor

Consultant (if applicable):

Project Location: Novi

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]: Provide services to abused spouses and their children as part of a county executed and administered contract.

Level of Environmental Review Determination:

x Activity/Project is Exempt per 24 CFR 58.34(a): _____

Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): _____

Funding Information

Grant Number	HUD Program	Funding Amount
OAKLAND	COUNTY	USE ONLY

Estimated Total HUD Funded Amount = PLANNING ALLOCATION \$16,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: 16,000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?		Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6			
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes	No x	No airports near Novi
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes	No x	Novi is not within a coastal zone
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes	No x	Not applicable to public service

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____ Date: _____

Name/Title/Organization: Sabrina Lilla, Deputy Finance Director, City of Novi

Responsible Entity (Oakland County) Official Signature:

_____ Date: _____

Name/Title:

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

PY 2020 CDBG APPLICATION - PART 3 PROJECT TYOE CONTINUED

(Please one box per project)

Project #3 Allocation: \$8,000

A - PROJECT TYPE CONTINUED						
Account	Account #	Objective	Goal	Indicator	Outcome	
<input checked="" type="checkbox"/>	PUBLIC FACILITIES AND IMPROVEMENTS CONTINUED					
	Interim Assistance		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Privately Owned Utilities		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Non-Residential Historic Preservation	172170-31280	Suitable Living Environment	Strengthen Communities	Slum Blight	Sustainability
	Tornado Shelters Serving Private Mobile Home Parks		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
<input checked="" type="checkbox"/>	PUBLIC SERVICES					
	Homeless/AIDS Patients Programs		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Senior Services	172160-731712	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Services for Persons with Disabilities	172160-730535	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Legal Services	172160-731073	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
<input checked="" type="checkbox"/>	Youth Services	172160-732185	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Transportation Services	172160-732011	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Substance Abuse Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Services for victims of domestic violence/dating violence/sexual assault/stalking	172160-730137	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Employment Training	172160-731941	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Crime Awareness/Prevention		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Fair Housing Activities (subject to PS cap)	132210-702010	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Tenant/Landlord Counseling		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Child Care Services	172160-730283	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Health Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Services for Abused and Neglected Children		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Mental Health Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Screening for Lead Poisoning		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Subsistence Payments	172160-730571	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Homebuyer Downpayment Assistance - Excluding Housing Counseling under 24 CFR 5.100		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Rental Housing Subsidies		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Security Deposits		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility

PY 2020 CDBG APPLICATION - PART 4

Project #3 Allocation: \$8,000

A - CDBG NATIONAL OBJECTIVE		
Which one of the National Objectives will this project target?		
✓	Code/Description	24 CFR
Benefits low- and moderate-income persons		
For the National Objective that principally benefits low- and moderate-income persons is selected, describe how the activity will address ONE of the subcategories listed below:		
X	<p>1) Area Benefit Activity - Those projects carried out in a neighborhood consisting predominantly of LMI persons and providing services for such persons yet could be available to other non-income eligible persons in the area. This information can be documented by documenting that the area is primarily residential (e.g., zoning map); and that the income characteristics of households in the service area (i.e., Census data)</p> <p>2) Limited Clientele Activity - Those that benefit a specific group of people (rather than all the residents in a particular area) who are, or presumed to be, income eligible. In order to meet the LMI Limited Clientele criteria, the activity must: serve at least 51% LMI, as evidenced by documentation and data concerning beneficiary family size and income; have income eligibility requirements which limit the service to persons meeting the LMI income requirements, as evidenced by procedures, intake/application forms, income limits and other sources of documentation; serve a specific group presumed by HUD to be income-eligible include: abused children, battered persons, elderly persons, handicapped adults, homeless persons, illiterate persons, migrant farm workers and persons living with AIDS; and be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.</p> <p>3) Income Eligible Housing Activity - These projects add or improve a permanent residential structure wherein, upon completion, income eligible persons will occupy 51% or more of the housing units.</p> <p>4) Job Creation or Retention Activity - A project which creates or retains permanent jobs, of which at least 51% are either taken by or available to income eligible persons.</p>	570.208(a))
<p>JUSTIFICATION: Offer assistance to youth ages 13-19 who are from income qualified households for scholarships towards camps, counseling and fieldtrips.</p>		
Aids in the prevention or elimination of slums or blight		
For the National Objective that principally aids in the prevention or elimination of slums or blight is selected, describe how the activity will address ONE of the subcategories listed below:		
	<p>1) At least 25% of the properties throughout the area exhibit the following:</p> <ul style="list-style-type: none"> a. Physical deterioration of buildings/improvements; b. Abandonment of properties; c. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings; d. Significant declines in property values or abnormally low property values relative to other areas in the community; or e. Known or suspected environmental contamination <p>2) Public improvements throughout the area are in a general state of deterioration.</p> <p>Documentation must be maintained by the grantee on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications.</p>	570.208(b))

JUSTIFICATION:

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #3 Allocation: \$8,000

B - PROJECT DESCRIPTION

Provide a detailed description of the proposed activity including how the activity will address the needs of the community:

Provide specialized counseling and camp and fieldtrip scholarships to youth 13 - 19 from income qualified households.

Identify who will benefit from the proposed activity (ex: homeless, abused children, seniors, etc). If your program was designed to benefit persons on L/M income, describe the process you will use to identify these persons (process for income verification if persons are not members of HUD's presumed L/M clientele):

Low to moderate income households. NYA collects the family's 1040 tax form from the most recent year. If a 1040 is not available, w2s/1099s from the most recent year is obtained. The NYA application also asks the total gross household income and the applicant signs an affidavit at the end of the application.

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #3 Allocation: \$8,000

C - CODE ENFORCEMENT PROJECT ONLY

Will any of the supportive activities offered in conjunction with the Code Enforcement Program possibly trigger displacement of any "persons"?	Yes
	No

If "Yes" Explain:

The grantee will be required as a special condition of the CDBG grant contract to submit a formal relocation or displacement plan for the program prior to release of grant funds.

If "No" Explain how that determination was made?

Service Area Where the Code Enforcement Program Will Be Carried Out: Provide a brief narrative of the proposed activity and service area where the Code Enforcement activity will be carried out.

Severity of Problem

What level of service is needed?

A new code enforcement program

Explain how and to what extent the proposed activity will solve the problem:

Provide a summary of the proposed strategy for using code enforcement together with public or private improvements or services (e.g., a homeowner rehabilitation program) that can be expected to arrest the decline of the service area.

Describe the methodology and metrics to be used to assess whether the code enforcement program and other activities will mitigate the deterioration of the service area during the time CDBG funds are expended to implement the code enforcement program.

Activity Implementation Plan

Provide a detailed plan of how the code enforcement program, together with “supportive activities” (i.e. public or private improvements, rehabilitation, or services) will mitigate deterioration and is expected to arrest the decline of the area. Also, identify any current or potential funding sources available to assist with proposed supportive activities.

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #3 Allocation: \$8,000

D - PROJECT LOCATION		
Please <input checked="" type="checkbox"/> one box	<input checked="" type="checkbox"/>	
Describe Project Location		City/Township/Village Wide
		Area Wide Benefit Only
	x	Specific
Parcel ID#		
Address	45175 Ten Mile Road	
City	Novi	
Zip Code	48375	
Areawide Benefit (AWB) Projects Only	List Census Tract	

	List Block Group	
Attach AWB Map with project location indicated		
Describe service area for:		
Fire Stations/ Equipment		
Parks, Recreational Facilities		
Special Assessments		

E - PROJECT PURPOSE			
ALL PROJECTS			
# of clients to be served in PY 2018		Type of clients to be served	
		People	
50		Households	
		Housing Units	
		Public Facilities	
PUBLIC SERVICES PROJECTS ONLY			
Help Prevent Homelessness?		_____ Yes <input checked="" type="checkbox"/> No	
Help the Homeless?		_____ Yes <input checked="" type="checkbox"/> No	
Help those with HIV/AIDS?		_____ Yes <input checked="" type="checkbox"/> No	
Help Persons with Disabilities?		_____ Yes <input checked="" type="checkbox"/> No	
PUBLIC FACILITIES & IMPROVEMENTS PROJECTS ONLY			
Will the project meet ADA standards for access?		_____ Yes _____ No	
SENIOR CENTER PROJECT DEMOGRAPHICS			
Estimated Number of Current Members			
White alone		Asian Alone	
Black or African American alone		Some other race alone	
American Indian and Alaska Native alone		Two or more races	
Native Hawaiian & Other Pacific Islander alone			

PY 2020 CDBG APPLICATION - PART 4 CONTNUED

Project #3 Allocation: \$8,000

F - PROJECT DURATION	
This is a new project for PY 2020	Yes _____ No <input checked="" type="checkbox"/>
This is an ongoing project	Yes <input checked="" type="checkbox"/> No _____
This is an expanded project from previous years	Yes _____ No <input checked="" type="checkbox"/>

G - PROJECT ADMINISTRATION	
Community will manage project	Yes _____ No <input checked="" type="checkbox"/>
Community will hire a vendor to manage project	Yes <input checked="" type="checkbox"/> No _____
County will administer contract	Yes _____ No <input checked="" type="checkbox"/>

H - ADDITIONAL RESOURCES					
Other Federal Funds	\$	State/Local Funds	\$	Other	\$

I - ENVIRONMENTAL REVIEW RECORD

Environmental Reviews are required for each project
Please ✓ each box as it applies and attach all required documents

<input checked="" type="checkbox"/> Exempt Project			
<input checked="" type="checkbox"/>	Project is Exempt per 24 CFR 58.34		
<input checked="" type="checkbox"/>	Exempt Form Attached	<input checked="" type="checkbox"/>	Project Location Map Attached

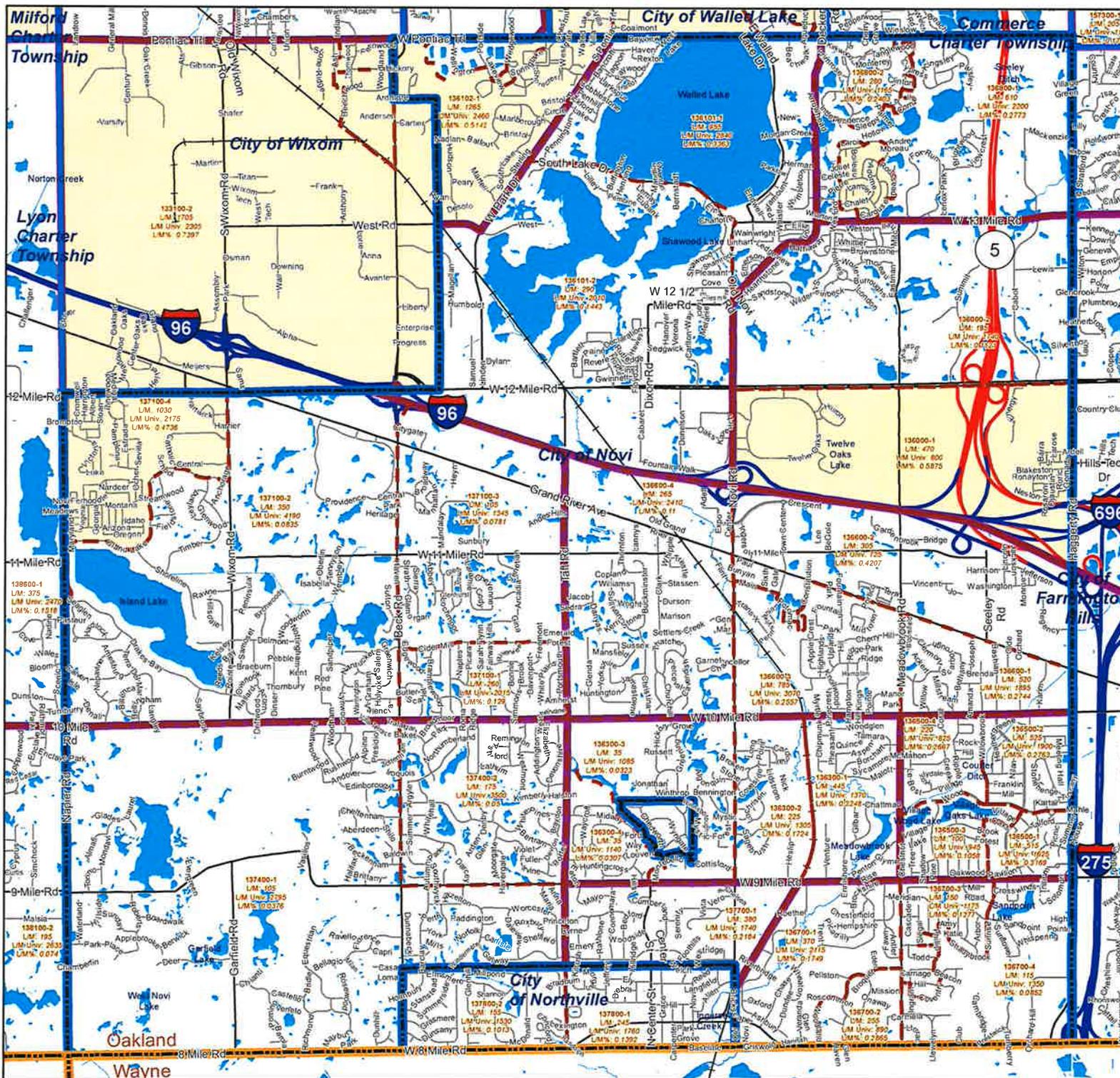
OR

<input checked="" type="checkbox"/> Categorically Excluded Project			
<input checked="" type="checkbox"/>	Project is Categorically Excluded		
<input checked="" type="checkbox"/>	Statutory Checklist Attached	<input checked="" type="checkbox"/>	Project Location Map Attached
<input checked="" type="checkbox"/>	Project is in Flood Plain	<input checked="" type="checkbox"/>	8 Step Attached
<input checked="" type="checkbox"/>	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc		

OR

<input checked="" type="checkbox"/> Environmentally Assessed Project			
<input checked="" type="checkbox"/>	Project is Environmentally Assessed		
<input checked="" type="checkbox"/>	Environmental Assessment Attached	<input checked="" type="checkbox"/>	Project Location Map Attached
<input checked="" type="checkbox"/>	Project is in Flood Plain	<input checked="" type="checkbox"/>	8 Step Attached
<input checked="" type="checkbox"/>	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc		

<input checked="" type="checkbox"/> Other Projects			
<input checked="" type="checkbox"/>	Historic Preservation Profile (HPP) Attached	<input checked="" type="checkbox"/>	Demolition Checklist Attached



Economic Development & Community Affairs
L. Brooks Patterson, County Executive

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COMMUNITY & HOME IMPROVEMENT**

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Area-Wide Benefit Map

City of Novi

-  County Border
-  Community Boundary (Highlighted)
-  Community Boundary (Adjacent)
-  Census Tract 2010
-  Eligible Area-Wide Benefit Block Groups
-  Non-Eligible Block Groups
-  Interstate
-  US
-  State
-  Major
-  Minor
-  Railroad
-  Waterbodies



1 in = 0.82 miles

This Census Block Group map reflects the 2011-2015 American Community Survey (ACS).

Map Created On: 3/29/2019



**U.S. Department of Housing and Urban
Development**

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**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: Youth Services

Responsible Entity: OAKLAND COUNTY

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Novi

Preparer: Sabrina Lilla

Certifying Officer Name and Title: Robert J Gatt, Mayor

Consultant (if applicable):

Project Location: Novi

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]: x

Level of Environmental Review Determination:

x Activity/Project is Exempt per 24 CFR 58.34(a): _____

Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): _____

Funding Information

Grant Number	HUD Program	Funding Amount
OAKLAND	COUNTY	USE ONLY

Estimated Total HUD Funded Amount = PLANNING ALLOCATION \$8,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: 8,000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?		Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6			
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes	No x	No airports near Novi
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes	No x	Novi is not within a coastal zone
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes	No x	Not applicable to the public service

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____ Date: _____

Name/Title/Organization: Sabrina Lilla, Deputy Finance Director, City of Novi

Responsible Entity (Oakland County) Official Signature:

_____ Date: _____

Name/Title:

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

PY 2020 CDBG APPLICATION - PART 3 PROJECT TYOE CONTINUED

(Please one box per project)

Project #4 Allocation: \$7,000

A - PROJECT TYPE CONTINUED					
Account	Account #	Objective	Goal	Indicator	Outcome
<input checked="" type="checkbox"/>	PUBLIC FACILITIES AND IMPROVEMENTS CONTINUED				
Interim Assistance		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
Privately Owned Utilities		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
Non-Residential Historic Preservation	172170-31280	Suitable Living Environment	Strengthen Communities	Slum Blight	Sustainability
Tornado Shelters Serving Private Mobile Home Parks		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
<input checked="" type="checkbox"/>	PUBLIC SERVICES				
Homeless/AIDS Patients Programs		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Senior Services	172160-731712	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Services for Persons with Disabilities	172160-730535	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Legal Services	172160-731073	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Youth Services	172160-732185	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Transportation Services	172160-732011	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Substance Abuse Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Services for victims of domestic violence/dating violence/sexual assault/stalking	172160-730137	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Employment Training	172160-731941	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Crime Awareness/Prevention		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Fair Housing Activities (subject to PS cap)	132210-702010	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Tenant/Landlord Counseling		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Child Care Services	172160-730283	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Health Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Services for Abused and Neglected Children		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Mental Health Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Screening for Lead Poisoning		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
<input checked="" type="checkbox"/> Subsistence Payments	172160-730571	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Homebuyer Downpayment Assistance - Excluding Housing Counseling under 24 CFR 5.100		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Rental Housing Subsidies		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
Security Deposits		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility

PY 2020 CDBG APPLICATION - PART 4

Project #3 Allocation: \$8,000

A - CDBG NATIONAL OBJECTIVE		
Which one of the National Objectives will this project target?		
✓	Code/Description	24 CFR
Benefits low- and moderate-income persons		
For the National Objective that principally benefits low- and moderate-income persons is selected, describe how the activity will address ONE of the subcategories listed below:		
X	<p>1) Area Benefit Activity - Those projects carried out in a neighborhood consisting predominantly of LMI persons and providing services for such persons yet could be available to other non-income eligible persons in the area. This information can be documented by documenting that the area is primarily residential (e.g., zoning map); and that the income characteristics of households in the service area (i.e., Census data)</p> <p>2) Limited Clientele Activity - Those that benefit a specific group of people (rather than all the residents in a particular area) who are, or presumed to be, income eligible. In order to meet the LMI Limited Clientele criteria, the activity must: serve at least 51% LMI, as evidenced by documentation and data concerning beneficiary family size and income; have income eligibility requirements which limit the service to persons meeting the LMI income requirements, as evidenced by procedures, intake/application forms, income limits and other sources of documentation; serve a specific group presumed by HUD to be income-eligible include: abused children, battered persons, elderly persons, handicapped adults, homeless persons, illiterate persons, migrant farm workers and persons living with AIDS; and be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.</p> <p>3) Income Eligible Housing Activity - These projects add or improve a permanent residential structure wherein, upon completion, income eligible persons will occupy 51% or more of the housing units.</p> <p>4) Job Creation or Retention Activity - A project which creates or retains permanent jobs, of which at least 51% are either taken by or available to income eligible persons.</p>	570.208(a))
<p>JUSTIFICATION: One time or short term emergency payments for income qualified individuals or families with the goal of providing greater food access.</p>		
Aids in the prevention or elimination of slums or blight		
For the National Objective that principally aids in the prevention of elimination of slums or blight is selected, describe how the activity will address ONE of the subcategories listed below:		
	<p>1) At least 25% of the properties throughout the area exhibit the following:</p> <ul style="list-style-type: none"> a. Physical deterioration of buildings/improvements; b. Abandonment of properties; c. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings; d. Significant declines in property values or abnormally low property values relative to other areas in the community; or e. Known or suspected environmental contamination <p>2) Public improvements throughout the area are in a general state of deterioration.</p> <p>Documentation must be maintained by the grantee on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications.</p>	570.208(b))

JUSTIFICATION:

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #4 Allocation: \$7,000

B - PROJECT DESCRIPTION

Provide a detailed description of the proposed activity including how the activity will address the needs of the community:

Provide one-time or short-term (no more than three months per household per year) emergency payments or food assistance to low and moderate income residents of Novi.

Identify who will benefit from the proposed activity (ex: homeless, abused children, seniors, etc). If your program was designed to benefit persons on L/M income, describe the process you will use to identify these persons (process for income verification if persons are not members of HUD's presumed L/M clientele):

Low to moderate income households. Income will be verified by reviewing household documents (ie, tax returns, W-2, 1099's).

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #4 Allocation: \$7,000

C - CODE ENFORCEMENT PROJECT ONLY

Will any of the supportive activities offered in conjunction with the Code Enforcement Program possibly trigger displacement of any "persons"?	Yes
	No

If "Yes" Explain:

The grantee will be required as a special condition of the CDBG grant contract to submit a formal relocation or displacement plan for the program prior to release of grant funds.

If "No" Explain how that determination was made?

Service Area Where the Code Enforcement Program Will Be Carried Out: Provide a brief narrative of the proposed activity and service area where the Code Enforcement activity will be carried out.

Severity of Problem

What level of service is needed?

<input type="checkbox"/>	A new code enforcement program
<input type="checkbox"/>	An existing code enforcement program to be increased currently funded by:
<input type="checkbox"/>	An existing code enforcement program previously funded with CDBG funds

Explain how and to what extent the proposed activity will solve the problem:

Provide a summary of the proposed strategy for using code enforcement together with public or private improvements or services (e.g., a homeowner rehabilitation program) that can be expected to arrest the decline of the service area.

Describe the methodology and metrics to be used to assess whether the code enforcement program and other activities will mitigate the deterioration of the service area during the time CDBG funds are expended to implement the code enforcement program.

Activity Implementation Plan

Provide a detailed plan of how the code enforcement program, together with “supportive activities” (i.e. public or private improvements, rehabilitation, or services) will mitigate deterioration and is expected to arrest the decline of the area. Also, identify any current or potential funding sources available to assist with proposed supportive activities.

PY 2020 CDBG APPLICATION - PART 4 CONTINUED

Project #4 Allocation: \$7,000

D - PROJECT LOCATION		
Please <input checked="" type="checkbox"/> one box	<input checked="" type="checkbox"/>	
Describe Project Location	X	City/Township/Village Wide
		Area Wide Benefit Only
		Specific
Parcel ID#		
Address		
City		
Zip Code		
Areawide Benefit (AWB) Projects Only	List Census Tract	

	List Block Group	
Attach AWB Map with project location indicated		
Describe service area for:		
Fire Stations/ Equipment		
Parks, Recreational Facilities		
Special Assessments		

E - PROJECT PURPOSE			
ALL PROJECTS			
# of clients to be served in PY 2018		Type of clients to be served	
		People	
129		Households	
		Housing Units	
		Public Facilities	
PUBLIC SERVICES PROJECTS ONLY			
Help Prevent Homelessness?		____ Yes <u>X</u> No	
Help the Homeless?		____ Yes <u>X</u> No	
Help those with HIV/AIDS?		____ Yes <u>X</u> No	
Help Persons with Disabilities?		____ Yes <u>X</u> No	
PUBLIC FACILITIES & IMPROVEMENTS PROJECTS ONLY			
Will the project meet ADA standards for access?		____ Yes ____ No	
SENIOR CENTER PROJECT DEMOGRAPHICS			
Estimated Number of Current Members			
White alone		Asian Alone	
Black or African American alone		Some other race alone	
American Indian and Alaska Native alone		Two or more races	
Native Hawaiian & Other Pacific Islander alone			

PY 2020 CDBG APPLICATION - PART 4 CONTNUED

Project #4 Allocation: \$7,000

F - PROJECT DURATION	
This is a new project for PY 2020	Yes ____ No <u>x</u>
This is an ongoing project	Yes ____ No <u>x</u>
This is an expanded project from previous years	Yes <u>x</u> No ____

G - PROJECT ADMINISTRATION	
Community will manage project	Yes ____ No <u>X</u>
Community will hire a vendor to manage project	Yes <u>X</u> No ____
County will administer contract	Yes ____ No <u>X</u>

H - ADDITIONAL RESOURCES					
Other Federal Funds	\$	State/Local Funds	\$	Other	\$

I - ENVIRONMENTAL REVIEW RECORD

Environmental Reviews are required for each project
Please ✓ each box as it applies and attach all required documents

<input checked="" type="checkbox"/> Exempt Project			
<input checked="" type="checkbox"/>	Project is Exempt per 24 CFR 58.34		
<input checked="" type="checkbox"/>	Exempt Form Attached	<input checked="" type="checkbox"/>	Project Location Map Attached

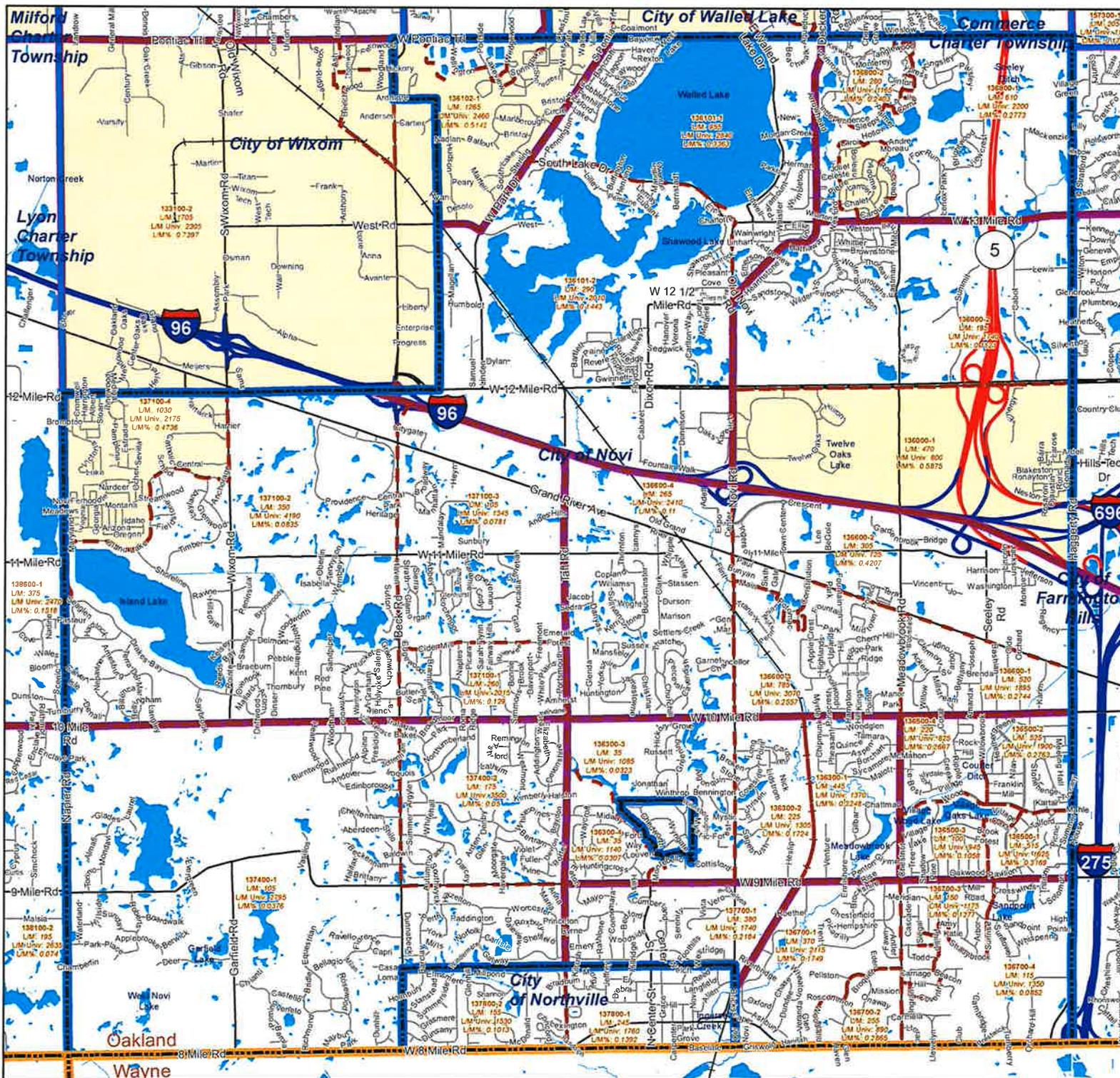
OR

<input checked="" type="checkbox"/> Categorically Excluded Project			
<input checked="" type="checkbox"/>	Project is Categorically Excluded		
<input checked="" type="checkbox"/>	Statutory Checklist Attached	<input checked="" type="checkbox"/>	Project Location Map Attached
<input checked="" type="checkbox"/>	Project is in Flood Plain	<input checked="" type="checkbox"/>	8 Step Attached
<input checked="" type="checkbox"/>	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc		

OR

<input checked="" type="checkbox"/> Environmentally Assessed Project			
<input checked="" type="checkbox"/>	Project is Environmentally Assessed		
<input checked="" type="checkbox"/>	Environmental Assessment Attached	<input checked="" type="checkbox"/>	Project Location Map Attached
<input checked="" type="checkbox"/>	Project is in Flood Plain	<input checked="" type="checkbox"/>	8 Step Attached
<input checked="" type="checkbox"/>	Flood Plain Map https://gis.oakgov.com/PropertyGateway/Home.mvc		

<input checked="" type="checkbox"/> Other Projects			
<input checked="" type="checkbox"/>	Historic Preservation Profile (HPP) Attached	<input checked="" type="checkbox"/>	Demolition Checklist Attached



Economic Development & Community Affairs
L. Brooks Patterson, County Executive

**OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT**

Oakland Pointe
250 Elizabeth Lake Road, Ste. 1900
Pontiac, MI 48341-0414
248.858.0493
www.oakgov.com/chi



Area-Wide Benefit Map

City of Novi

-  County Border
-  Community Boundary (Highlighted)
-  Community Boundary (Adjacent)
-  Census Tract 2010
-  Eligible Area-Wide Benefit Block Groups
-  Non-Eligible Block Groups
-  Interstate
-  US
-  State
-  Major
-  Minor
-  Railroad
-  Waterbodies



1 in = 0.82 miles

This Census Block Group map reflects the 2011-2015 American Community Survey (ACS).

Map Created On: 3/29/2019



U.S. Department of Housing and Urban Development

451 Seventh Street, SW
Washington, DC 20410

www.hud.gov

espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: Subsistence Payments

Responsible Entity: OAKLAND COUNTY

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Novi

Preparer: Sabrina Lilla

Certifying Officer Name and Title: Robert J Gatt, Mayor

Consultant (if applicable):

Project Location: Novi

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]: Provide one time or short term (no more than three months per household per year) emergency payments or food assistance to low or moderate income residents of Novi.

Level of Environmental Review Determination:

x Activity/Project is Exempt per 24 CFR 58.34(a): _____

Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): _____

Funding Information

Grant Number	HUD Program	Funding Amount
OAKLAND	COUNTY	USE ONLY

Estimated Total HUD Funded Amount = PLANNING ALLOCATION \$7,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: 7,000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?		Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6			
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes	No x	No airports near Novi
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes	No x	Novi is not within a coastal zone
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes	No x	Not applicable to public service

Project Name

Project Locality and State

HEROS Number

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____ Date: _____

Name/Title/Organization: Sabrina Lilla, Deputy Finance Director, City of Novi

Responsible Entity (Oakland County) Official Signature:

_____ Date: _____

Name/Title:

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

MEMORANDUM



TO: CARL JOHNSON, FINANCE DIRECTOR
FROM: SABRINA LILLA, DEPUTY FINANCE DIRECTOR
SUBJECT: 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING INFORMATION
DATE: NOVEMBER 12, 2019

The proposed Program Year (PY) 2020 Community Development Block Grant (CDBG) allocation for the City of Novi is *estimated* to total \$130,530. *Funding requests from outside agencies for public service activities were received totaling \$19,500.* The maximum amount the City of Novi is allowed to allocate directly to the public service program category for 2020 is \$39,159. Below is the history of Oakland County's public service cap policy:

Oakland County is required by the U.S. Department of Housing and Urban Development (HUD) to maintain an overall public service cap of 15%. Dating back to November 1, 1996, Oakland County was allowing participating communities to spend a maximum of 50% of its annual allocation for public service activities and still maintain the overall 15% requirement. This was possible because of the large offsetting Oakland County Home Improvement Program. The impact of the 2000 census was to eliminate the area wide benefit activities for many communities forcing more communities to now allocate funds directly to public service activities. As a result, Oakland County in 2006 changed their policy to only allow participating communities to spend a maximum of 45% of their annual allocation on public services. Because of a sever decrease in the amount of revolving loan fund (RLF) paybacks to the Home Improvement Program, the public service cap was reduced even further by Oakland County to a maximum of 30% of community allocations. Decreases in the amount of revolving loan fund (RLF) paybacks to the Home Improvement Program as well as a 17% reduction in federal funding in PY 2011, caused the public service cap to be reduced even further by Oakland County to a maximum of 15% of community allocations. **With the addition of the City of Pontiac to Oakland County's list of participating communities, the public service cap was increased to a maximum of 30% of community allocations.** This continues to be the allowed allocation limit. The public service category allows the City of Novi to fund programs and services such as Youth Assistance and HAVEN.

Housing and Community Development Committee (HCD) Recommendation: The HDC Committee is represented by six members, five residents and one non-voting administrative staff member (Sabrina Lilla).

Funding requests were reviewed by the Housing and Community Development Advisory Committee at their meeting on October 29, 2019 and they are recommending the following program allocations for 2020:

Recommended Projects					
CDBG Program Descriptions	Organization Requesting Funding	Description	2019 Application Amount	2020 Agency Requests	2020 HCD Committee Recommendation
Public Services	HAVEN	Battered and abused spouses	\$8,000	\$8,000	\$16,000
Public Services	Novi Youth Assistance	Specialized counseling and camp scholarships	\$15,000	\$8,000	\$8,000
Public Services	Several	Emergency services	\$ 3,500	\$3,500	\$7,000
		Sub-Total*	\$26,500	\$19,500	\$31,000
Minor Home Repair	City of Novi	Residential Repair program for Novi Residents	\$79,707	\$111,030	\$99,530
		Total	\$106,207	\$130,530	\$130,530

*The maximum 30% allocation allowed within the Public Service category for 2020 is \$39,159.

Letters requesting grant funding from HAVEN, Novi Youth Assistance, and Hospitality House have been included within this packet as additional information.

Agency request usually mirror actual awards from the previous year. For Program Year 2020, we spoke with the requesting organizations and suggested they should request funds they believe they can use. They did not need to limit their requests to the level of funding from the prior year but should request the funds they believe they can utilize. Hospitality House requested a **minimum** of \$3,500 indicating the organization could use additional funding. In addition, HAVEN provided services to 208 clients within Novi at a cost of \$332,779. HAVEN's \$8,000 request for funding covers 2% of actual costs for services provided.

The Committee sought to provide the greatest good for the greatest amount of people. The Committee agreed to recommend continued funding for Novi Youth Assistance (NYA), HAVEN and emergency services. Based on actual spending in program year's 2017 and 2018, the committee concluded to fund NYA at their requested funding levels. Funding dollars allocated to NYA are used to provide direct intervention services for Novi youth and include counseling, enrichment, skill building and academic support to children who are for various reasons deemed to be at "at risk" or whose families have insufficient financial resources to meet their needs for these activities. The broad goals are: 1) to provide scholarships to allow children (who qualify by income) to attend various summer camps according to their individual interest and needs, 2) to enroll qualifying children in programs that increase skills in various areas and 3) to provide tutoring to qualifying children who can benefit from additional academic support.

The City received emergency service funding requests from Hospitality House. The organization requested a minimum of \$3,500. The Committee recommended to Council to double the request. The Committee felt emergency services are a needed resource within the City and the organization would be able to utilize the funds.

HAVEN Guidelines for CDBG Communities: Beginning with the 2007 Program Year, Oakland County now contracts directly with HAVEN as a sole source provider on behalf of participating communities. In the past, each community would contract individually with HAVEN. The contract duration period will be one year and at the end of the contract period, any community balance will be expended for the 24-hour crisis hotline. HAVEN has reported last fiscal year a total of 208 Novi residents received direct assistance from HAVEN by way of shelter assistance, crisis intervention as well as services from HAVEN’s Personal Protection Order Office. The Committee recommended to double the requested funds for HAVEN. The cost to provide services to Novi residents far exceeds the funding request.

Minor Home Repair Program: In addition to our allocation of CDBG funds, Novi offers its residents the ability to participate in the Weatherization Assistance Program (WAP) administered through OLHSA. The WAP provides free, grant-funded, energy-related home repairs to all eligible low income households to help lower their utility bills and to improve living conditions. Additional information regarding this program has been included within this packet as additional information.

As of October 28th, the City has 17 approved applications for minor/mobile home repairs. The applicants are waiting for the projects to be bid by OLHSA for qualified contractors. Program year 2017 and 2018 funds are sufficient to cover the applicants the City currently has. Additional funds will be available soon as program year 2019 funds are expected to be released within the next few months. The City has serviced 14 clients with program year 2017 funds (program year 2018 funds have not been spent as of the date of this memo and program year 2019 funds have yet to be released). The table below reflects funding levels for the Minor Home Repair program since 2016. On average, a minor home repair runs approximately \$1,000 to \$5,000 per unit. We anticipate the need for the Minor Home Repair program to sustain throughout the 2020 grant year.

CDBG Program	Description	2016 CDBG Funding Allocation	2017 CDBG Funding Allocation	2018 CDBG Funding Allocation	2019 CDBG Application Allocation	2020 HCD Committee Recommendation
Minor Home Repair	Residential repair program	\$74,126	\$84,626	\$74,345	\$79,707	\$99,530

Area-wide Benefit Map: Enclosed with this packet is the current area-wide benefit map as provided by Oakland County which reflects the Program Year 2020 low/moderate income block groups from the U.S. Department of Housing and Urban Development. The **Recommended Projects** for 2020 do not include any area benefit type projects such as parks, streets or sidewalk improvements. The projects are strictly city-wide individual income-qualified type projects such as minor home repair or direct benefit projects such as public services which are not dependent on location.

Novi Community Development Block Grant History: Since 2002, the City of Novi has received and *successfully managed over \$2,106,997* in CDBG grant funds.

The deadline to submit the 2020 CDBG application to Oakland County is December 13, 2019.

	Application 2019	Awarded 2018	Awarded 2017	Awarded 2016	Awarded 2015	Awarded 2014	Awarded 2013	Awarded 2012	Awarded 2011	Awarded 2010	Awarded 2002-2009	Total
Minor Home Repair	\$ 79,707	\$ 74,345	\$ 84,626	\$ 74,126	\$ 84,481	\$ 77,505	\$ 77,654	\$ 74,923	\$ 73,408	\$ 73,978	564,268	\$ 1,339,021
Novi Youth Assistance	-	18,562	10,000	10,000	8,000	8,000	8,000	7,000	7,560	9,164	44,000	130,286
NYA - Child Care Svc	15,000	-	-	-	-	-	-	-	-	-	-	15,000
Haven	8,000	7,900	6,000	6,500	6,000	6,000	6,000	5,000	4,950	6,000	37,510	99,860
Transportation	-	-	-	10,000	-	-	-	-	-	15,000	100,000	125,000
Senior Services	-	-	-	-	-	-	-	-	-	-	14,000	14,000
Mobile Home Repair	-	-	46,407	-	-	-	-	-	-	-	-	46,407
Emergency Services	3,500	5,400	-	-	-	-	-	-	-	-	-	8,900
Public Services*	-	-	-	-	-	-	-	-	-	-	328,523	328,523
	<u>106,207</u>	<u>106,207</u>	<u>147,033</u>	<u>100,626</u>	<u>98,481</u>	<u>91,505</u>	<u>91,654</u>	<u>86,923</u>	<u>85,918</u>	<u>104,142</u>	<u>1,088,301</u>	<u>\$ 2,106,997</u>
*The public service was not specifically identified												

Outside Agency Requests



HAVEN
LIVE WITHOUT FEAR

October 2, 2019

Ms. Sabrina Lilla
City of Novi
45175 W 10 Mile Rd
Novi, MI 48375-3024

slilla@cityofnovi.org

Dear Ms. Lilla:

Violence in families is everywhere, crossing racial, ethnic, cultural, social, and economic boundaries. The impact of this violence invades our schools, places of worship, offices, businesses, factories, and throughout our neighborhoods.

Since 1982, HAVEN has been dedicated to building violence-free communities where everyone can live without fear. HAVEN maintains a 24-hour emergency shelter exclusively for domestic violence victims and their children and sexual assault survivors who are afraid to stay in their own homes. HAVEN offers counseling and education that help families stop the violence, begin the process of healing, and create the hope that their future will be free from abuse. The agency steps out into the community – over the phone, in courtrooms, police stations, hospitals, schools, the workplace, and at community meetings – to provide crisis intervention and education to help victims and families prevent violence in future generations. HAVEN staff manage a Personal Protection Order Office exclusively for victims of domestic violence and sexual assault located in the Circuit Court system, helping victims with the creation and filing of Personal Protection Orders, at no charge, as the first step in their safety plan.

HAVEN, through its comprehensive work, serves to break the silence that has kept the crimes of domestic violence and sexual assault behind closed doors. This silence has only served to allow these crimes to flourish. From July 1, 2018 through June 30, 2019, 88 individuals were seen within our programs and 120 crisis calls were received from families in the City of Novi who took the first step to break their own silence by contacting HAVEN.

Our agency is again reaching out to you for support of our work with an even greater need as we assume the burden of increased clientele and additional staff to maintain these vital services. We ask that you continue to support these families through a Community Development Block Grant of \$8000 for fiscal year 2020-2021. Please remember that the federal government presumes that domestic violence victims are considered to be low-income and therefore qualify for inclusion in block grant public service requests.

HAVEN looks forward to the opportunity to meet with you this year to provide further information on this request and answer any questions you may have. In the meantime, if you wish to speak with me, I can be reached at (248) 334-1284, Ext. 319, or you may contact our CDBG Coordinator, Wendy Powers at Ext. 306. Thank you.

Sincerely,

Philip D. Whitfield
Director of Business Operations

NOVI**Fiscal Year 2018-19 Costs to provide services**

	Clients Ser	Cost
Counseling Program	17	\$ 8,551.00
Personal Protection Orders	18	\$ 3,528.00
Court Advocacy	47	\$ 5,405.00
Residential	1	\$ 12,055.00
START - Forensic Exams	5	\$ 289,320.00
Crisis Line	120	\$ 13,920.00
Total	208	\$ 332,779.00



Novi

Strengthening Families
Through Community Involvement

OFFICE

45175 Ten Mile Road
Novi, MI 48375-3024

TELEPHONE

(248) 347-0410

FAX

(248) 347-0552

EMAIL

nya@cityofnovi.org

SPONSORED BY:

Oakland County
Circuit Court-Family Division
City of Novi
Novi Community Schools

STANDING COMMITTEES

-Board of Directors
-Family Education
-Scholarships
-Camp
-Mentors Plus
-Public Relations
-Youth Recognition
-Fund Raising
-Teen Center
-Alcohol/Drug Awareness

**PROFESSIONAL
COUNSELING
TO YOUTH AND
THEIR FAMILIES**

NOVI YOUTH ASSISTANCE

October 21, 2019

Housing and Community Development Committee
City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

Dear Committee Members:

There are risk factors which can increase the likelihood of negative outcomes on a young person, and there are protective factors that *reduce* the likelihood of negative outcomes.

The Novi Youth Assistance Scholarship program exposes Novi youth to protective factors. The program offers financial assistance for skill-building and enrichment programs to youth in low income families. By participating in the programs and services that our scholarships help families to afford, our youth have the potential to be exposed to the following protective factors (www.ojjdp.gov):

- Prosocial opportunities/opportunities for participation/availability of neighborhood resources
- Presence and involvement of caring/supportive adults
- Involvement with positive peer group activities and norms
- Healthy/conventional beliefs and commitment to community and school

It is the mission of Novi Youth Assistance to strengthen youth and families and to reduce the incidence of delinquency, abuse and neglect through community involvement. Novi Youth Assistance has been fortunate to be able to offer the Scholarship program to the Novi community through CDBG funds since 1994. Continued CDBG funding is vital for this program to continue to serve our most vulnerable youth.

Novi Youth Assistance respectfully requests that the committee members consider granting Novi Youth Assistance \$8,000 for the Youth Services program in the 2020 budget year.

Sincerely,

Linda Cianferra

Linda Cianferra
Chairperson, Novi Youth Assistance

The Circuit Court-Family Division for the County of Oakland does not discriminate on the basis of disability in admission or access to its programs, activities, or services as required by Title II of the Americans with Disabilities Act of 1990. The Circuit Court-Family Division is An Equal Employment Opportunity Employer.



Hospitality House food pantry

*P.O. Box 284
2075 E. West Maple Rd Ste B204
Commerce Twp, MI 48390*

*Phone: 248-960-9975
www.hhfp.org*

October 23, 2019

City of Novi
Alicia Parrinello,
45175 Ten Mile Road
Novi, Michigan 48375
Re: 2019-2020 Community Development Block Grants

Dear Alicia Parrinello:

On behalf of the Hospitality House food pantry, I would like to request that a minimum of \$3500 in Community Development Block Grant funding be awarded to help the pantry continue to provide food assistance to the low-income residents of the City of Novi.

Year to date Hospitality House has distributed 60,088 pounds of food to 116 households in Novi. This figure has a dollar value of over \$101,548.72 in value. Of the 26 different municipalities Hospitality House serves, Novi is the third largest city from which our clients originate from. Each client received a minimum of 51 pounds of food per visit from the pantry. Every month, we allow families with incomes below 200% of the federal poverty level to come in and "shop" our pantry, selecting the food that best meets their family needs.

In addition, in the upcoming spring of 2020 Hospitality House will be launching a new program to assist those who are struggling in the areas of transportation. Increasing our provision of services to the city.

Hospitality House is a diligent steward in the use of its resources; acquiring foods at no or lost cost and primarily utilizes volunteers to man its operations. These savings are passed on directly to program beneficiaries who receive services at no cost.

Hospitality House is a 501(c)(3) organization, licensed by the State of Michigan, and has in the past received CDBG funding from the city of Wixom and Walled Lake.

Hospitality House is a 501 (c) (3) organization. Your donation is 100% tax deductible to the extent allowed by the law if you received no goods or services from this contribution. Your contribution qualifies for a Federal tax deduction. Also, individuals, couples and businesses may claim 50% of their cash donations to Hospitality House on the Michigan Income Tax Return (homeless/food bank cash contribution) tax credit line. Individuals may claim 50% of gifts up to \$200; couples filing jointly may claim 50% of gifts up to \$400; and businesses may claim 50% of gifts up to \$10,000. #MISC26196



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Thank you for considering our agency. Hospitality House provides a vital service to the low-income residents to the City of Novi. If you have any questions about the organization or about this proposal, you can contact Donovan Neal at (248) 960-9975.

Sincerely,



Donovan M. Neal M.S.N.P.
Executive Director
Hospitality House

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Project Description:

Hospitality House is a “client choice” food pantry which serves the entire Walled Lake School district and beyond. “Client choice” means that the pantry is set up like a small grocery store and clients can go through and “shop” for their family, selecting the items that meet their family’s needs, within established quantity guidelines based on family size. Hospitality House provides a wide range of foods, including cereal, fruit juice, canned fruits and vegetables, pasta, rice, canned meat and fish, frozen foods and baked goods. Clients can select food from the pantry once every two weeks.

Project Management and Administration:

Hospitality House’s Director Donovan Neal, has primary responsibility for the operations of the pantry, including intake procedures, record-keeping and reporting. Oversight is provided by Hospitality House’s Board of Directors. Included in this proposal is information about Donovan Neal and the Board.

During the intake process, clients are screened to ensure that their household income does not disqualify them from receiving services that are funded by federal funds. We record the mailing address of every client, as well as the city or township of residence. Relevant demographic information, such as age, race/ethnicity and gender, is also recorded for every member of the household at this time. All of this information is stored in secure online database. Every time a client comes to Hospitality House for food, the pounds of food that they receive is also recorded in this database. This makes it possible for Hospitality House to quickly and precisely report how many pounds of food were distributed to individuals who live within the borders of Novi, as well as the various incomes, racial, and other breakdowns that Hospitality House is required to list on its Direct Benefit Activity Report.

Capability:

Hospitality House is a sizeable organization with a strong record. We also have a dedicated, well-trained group of approximately 50 volunteers who regularly work in the pantry distributing food to the clients, as well as numerous volunteers from local schools, churches, and the community who also assist. The pantry has a ten-year lease on a warehouse/office space at 2075 E. West Maple Rd. in Commerce Township, and its perishable food storage capacity includes 2 large walk-in freezer/refrigerators, two chest freezers and three refrigerators. In addition, Hospitality House’s relationship with

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Gleaners Community Food Bank of SE Michigan and Forgotten Harvest Community Food Bank allows the pantry to remain well stocked at a low cost.

Familiarity with CDBG Requirements:

Hospitality House had a CDBG's from the City of Wixom, the City of Walled Lake and West Bloomfield Township in past years. We are familiar with mandatory Direct Benefit Activity Reports, the income standards for project beneficiaries and other requirements surrounding CDBG's. Funding from this grant will only be used to serve clients who report a household income that places them in the low/moderate income category.

Cost:

Per the standards we received from the Food Bank of Oakland County, we value all of the food we distribute at a flat rate of \$1.69 per pound. On average, each individual client receives about 51 pounds of food per visit.

Actual amounts of food distributed vary, since each family "shops" our shelves for the food that is appropriate for their family (based on size and their needs). Thus, the cost to serve the average client for one month is approximately \$177.46.

Board of Directors

Voting Members:

Scott Lavine, President
Alyson Lobert, Vice President
Denise Montgomery, Treasurer
Lindsey Lavine, Secretary
Jason Gibb
Kevin Mulhall
Barry Hiscox
Judy Evola
Ginger Houghton
Anthony Noble
Sara Habbo

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Key Personnel Biographies

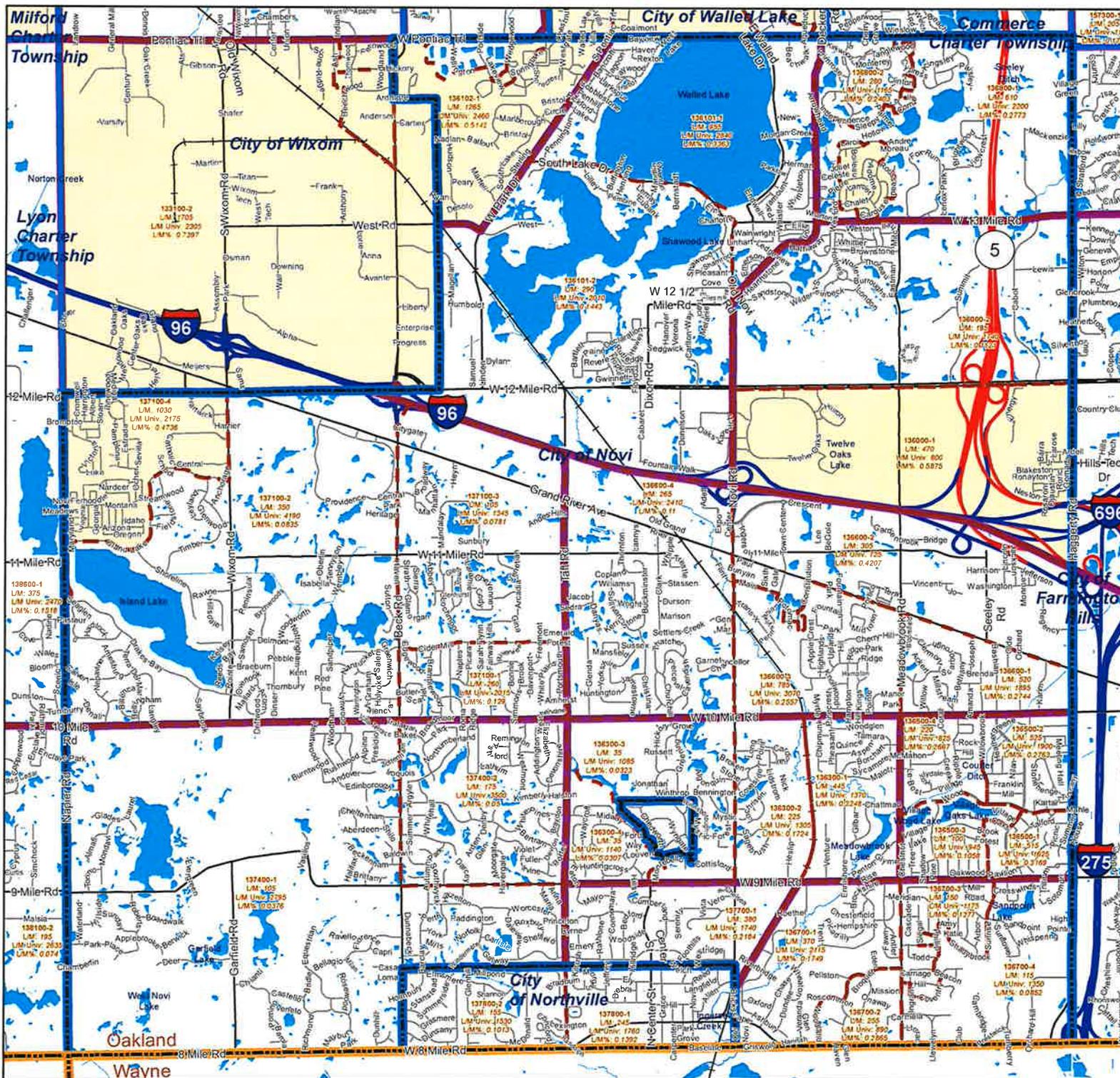
Donovan M. Neal M.S.N.P., Executive Director of Hospitality House

Donovan Neal became Director of Hospitality House in July 1, 2013. Donovan Neal M. S. N. P. has served as an Adjunct Professor at Washtenaw Community College in Ann Arbor, Michigan, he has his graduate degree in Nonprofit Management from Walden University and his undergraduate from the University of Michigan, Ann Arbor. He is Amazon bestselling independently-published author. And has been a freelance writer for Examiner.com. Donovan has spent his entire 29-year career, helping underprivileged and disempowered populations ranging from abused and neglected children, adults with disabilities, to survivors of domestic abuse and sexual assault. He has worked in a variety of nonprofit organizations overseeing multimillion dollar budgets and personnel. Donovan was selected to assist the pantry in taking it forward in its next step of growth and development. Donovan is a resident of Commerce, Michigan

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Area-wide Benefit Map



Economic Development & Community Affairs
L. Brooks Patterson, County Executive

**OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT**

Oakland Pointe
250 Elizabeth Lake Road, Ste. 1900
Pontiac, MI 48341-0414
248.858.0493
www.oakgov.com/chi



Area-Wide Benefit Map

City of Novi

- County Border
- Community Boundary (Highlighted)
- Community Boundary (Adjacent)
- Census Tract 2010
- Eligible Area-Wide Benefit Block Groups
- Non-Eligible Block Groups
- Interstate
- US
- State
- Major
- Minor
- Railroad
- Waterbodies



1 in = 0.82 miles

This Census Block Group map reflects the 2011-2015 American Community Survey (ACS).

Map Created On: 3/29/2019

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

Approving the 2020 Community Development Block Grant Application

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 25, 2019 at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS, the Housing and Community Development Committee has recommended a program for the use of 2020 Community Development Block Grant funds, and

WHEREAS, the City of Novi has duly advertised and conducted a public hearing on November 25, 2019, for the purpose of receiving public comments regarding the proposed use of 2020 Community Development Block Grant funds in the approximate amount of \$130,530, and

WHEREAS, the City of Novi found that the following projects meet the federal objectives of the Community Development Block Grant program and are prioritized by the community as high priority need.

Account #:	Project Name:	Amount:
172160-730571	Public Services – Emergency Services – Subsistence Payments	\$ 7,000
172160-730137	Public Services – Domestic Violence	\$ 16,000
172160-732185	Public Services – Youth Services	\$ 8,000
172170-731227	Minor Home Repair	\$ 99,530

Total **\$130,530**

NOW THEREFORE BE IT RESOLVED, that the City of Novi hereby authorizes that the 2020 Community Development Block Grant Application in the approximate amount of \$130,530 be approved and submitted for inclusion in Oakland County's Annual Action

Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

AYES:

NAYS:

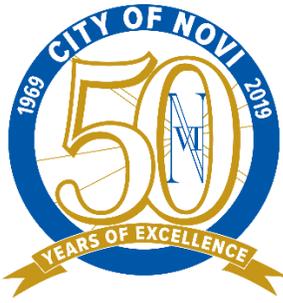
RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 25th day of November 2019, 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



**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Approval to award Hanka Advisor, LLC contract services related to federal grant writing services in the amount of \$22,000 with the goal of obtaining federal funding in support of the project to improve and widen Beck Road from Pontiac Trail to 8 Mile Road and amend the budget.

SUBMITTING DEPARTMENT: City Manager

EXPENDITURE REQUIRED	\$22,000
AMOUNT BUDGETED	\$0
APPROPRIATION REQUIRED	\$22,000
LINE ITEM NUMBER	101-172.00-816.000

BACKGROUND INFORMATION: In congruence with feedback regarding the City's Thoroughfare Master Plan, City staff is seeking professional services to support the effective implementation of plan recommendations. These professional services will support administrative staff in their efforts to accomplish City Council goals related to both motorized and non-motorized improvements. Because much of Michigan's transportation infrastructure requires long-delayed fixes that will consume the majority of new revenue, it is imperative for City staff to use all available resources supporting the procurement of federal funding.

Hanka Advisor, LLC will focus on grant writing related to federal funds specifically applicable to the improvement and widening of Beck Road from Pontiac Trail to Six Mile Road in both the Cities of Novi and Wixom, Michigan. The contractor will assist the City in the preparation of applications to be submitted in the third quarter of 2020.

The proposed contract includes services from December 1, 2019 through September 30, 2019 with monthly installments of \$2,200. The budget will be offset in the second quarter budget amendment to accommodate this request.

RECOMMENDED ACTION: Approval to award Hanka Advisor, LLC contract services related to federal grant writing services in the amount of \$22,000 with the goal of obtaining federal funding in support of the project to improve and widen Beck Road from Pontiac Trail to 8 Mile Road and amend the budget.



November 6, 2019

Mr. Pete Auger
City Manager
45175 Ten Mile Road
Novi, MI 48375

Mr. Steven Brown
City Manager
49045 Pontiac Trail
Wixom, MI 48393

Dear Messrs. Auger and Brown:

I am pleased to transmit for your consideration a proposal for grant writing and advocacy services to obtain federal funding in support of your project to improve and widen Beck Road from Pontiac Trail to 6 Mile Road in the Cities of Novi and Wixom, Michigan, which may include, but would not be limited to, INFRA, BUILD, CRISI grants¹ and other federal grant and loan programs.

I have 21 years' experience as a registered federal lobbyist and grant writer and in the past 3 years have written 3 successful major infrastructure grants, including: (1) a \$13.5 million TIGER Grant in 2016 for the 8th Street Bridge Project in Madison County, IN; (2) a 97.86 million INFRA Grant in 2018 for the Mound Road Project in Macomb County, MI; and (3) a \$9.02 million INFRA Grant in 2019 for the Cuyahoga Ship Channel Project in Cleveland, OH.

This proposal includes all responsibilities necessary to draft and transmit federal grants, including contacts with congressional staff and the program managers at the Department of Transportation, arranging meetings in Washington, D.C. with key decisionmakers for local officials, completing all required forms and letters of support, assisting the client with creating a stakeholder advisory group, and drafting talking points and other advocacy materials.²

RESPONSIBILITIES

The following timeline will outline my major responsibilities under this grant proposal:

¹ The full names for these grants are: Infrastructure for Rebuilding America (INFRA) grant program; Better Utilizing Investments to Leverage Development (BUILD) grant program; and Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant program.

² The contract does not include compiling a Benefit Cost Analysis for the project, which is required in INFRA, BUILD and CRISI grants submissions.

<p>(Pre-Contract Phase) November 2019</p>	<ul style="list-style-type: none"> • Bill will travel to Michigan to meet with local officials and staff from Novi and Wixom to discuss the requirements of the federal grant programs, view the project site, and gather data for the grants. • Bill will also discuss travel by Novi and Wixom representatives to Washington, D.C. in the First Quarter of 2020 to meet with Department of Transportation officials and Members of Congress on the Beck Road Project. • After these meetings, Bill will draft a chart of required items for the grants so that all jurisdictions will understand the information that will be needed to complete the grants. • Bill will inaugurate monthly conference calls to keep the team focused on the grants.
<p>December 2019</p>	<ul style="list-style-type: none"> • Expected release of INFRA Grant Notice of Funding Opportunity (NOFO) with an expected due date of 1Q 2020. • Bill will draft and circulate for approval among the stakeholders a draft support letter and project executive summary to be used for local supporters and Members of Congress. • Bill will begin work on the INFRA grant narrative. • Bill work with the client to compile a list of project stakeholders and schedule the first stakeholder meeting. • Monthly conference call with clients.
<p>January 2019</p>	<ul style="list-style-type: none"> • Once approved by the clients, Bill will circulate the draft support letters to Members of Congress and local supporters. • Bill will schedule meetings and prepare talking points for a possible visit by elected officials to Washington, D.C. in 1Q 2020. • Bill will travel to Michigan to participate in first stakeholder meeting. • Bill will continue work on the INFRA grant narrative and supporting documents. • Monthly conference call with clients.
<p>February 2020</p>	<ul style="list-style-type: none"> • Bill will check with clients to ensure that they are registered under the System for Award Management (SAM) system, obtain DUNS numbers, and register with grants.gov as an authorized organization representative (AOR). • Bill will complete draft #1 of the INFRA grant project narrative and forward to client for their review and edits. • Monthly conference call with clients.

March 2020	<ul style="list-style-type: none"> • Expected due date for INFRA grant. • Bill will continue to work with local staff on edits to grant narrative and will complete all other required grant forms and letters. • Bill will transmit final Washington, DC schedule of meetings and talking points to clients for possible DC trip. • Bill will participate in possible DC trip with clients. • Bill will assemble the final INFRA grant package and send to client for review and then transmit to DOT on grants.gov site. • Expected release of BUILD Grant Notice of Funding Opportunity (NOFO) with an expected due date of 3Q 2020. • Monthly conference call with clients.
April 2020	<ul style="list-style-type: none"> • Bill will begin writing project narrative for BUILD grant and sending out requests for letters of support to Members of Congress and local stakeholders. • Monthly conference call with clients.
May 2020	<ul style="list-style-type: none"> • Continue work on BUILD narrative and other required forms and letter for BUILD grant submission. • Monthly conference call with clients.
June 2020	<ul style="list-style-type: none"> • Bill will complete draft #1 of the BUILD grant project narrative and forward to client for their review and edits. • Monthly conference call with clients.
July 2020	<ul style="list-style-type: none"> • Expected due date for BUILD grant. • Bill will collect support letters from Members of Congress and local supporters for inclusion in the BUILD grant package. • Bill will assemble the final BUILD grant package and send to client for review and then transmit to DOT on grants.gov site. • Monthly conference call with clients.
August 2020	<ul style="list-style-type: none"> • Expected release of CRISI Grant Notice of Funding Opportunity (NOFO) with an expected due date of 4Q 2020. • Bill will begin writing project narrative for CRISI grant and sending out requests for letters of support to Members of Congress and local stakeholders. • Monthly conference call with clients.

September 2020	<ul style="list-style-type: none">• Bill will collect support letters from Members of Congress and local supporters for inclusion in the CRISI grant package.• Bill will assemble the final grant package and send to client for review and then transmit to DOT on grants.gov site.• Monthly conference call with clients.
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FEES

I would propose a monthly retainer of \$5,000 pursuant to this agreement to begin on December 1, 2019 through September 30, 2020 (total of \$50,000) for grant and advocacy services for the project to improve and widen Beck Round. In addition, I would be allowed to seek reimbursement for travel expenses (airfare, rental car) to Michigan to participate in relevant meetings with local officials and stakeholders that would be required to be approved in advance by the clients, not to exceed \$1000 for the contract period for a total not to exceed fee of \$51,000.

Thank you for your consideration of my proposal. I have attached my resume and a copy of the successful INFRA grant narrative for the 2018 Macomb County Mound Road Project.

Sincerely,



William Hanka, President and CEO
Hanka Advisor, LLC

**AGREEMENT
CITY OF NOVI, MICHIGAN AND HANKA ADVISOR, LLC**

Pursuant to this Agreement, the City of Novi, Michigan, (hereinafter referred to as "the City") and Hanka Advisor, LLC (hereinafter referred to as "Hanka Advisor") agree to assume the following obligations:

1. OBLIGATIONS OF HANKA ADVISOR.

- A. Hanka Advisor will provide federal grant writing and advocacy services with the goal of obtaining federal funding in support of the project to improve and widen Beck Road from Pontiac Trail to 6 Mile Road on behalf of the City of Novi, Michigan.
- B. Hanka Advisor shall provide all required work to draft and transmit federal grant applications up to and including acceptance of the grant applications for review by the federal agencies, including making contact with congressional staff and the program managers at the Department of Transportation; arranging meetings in Washington, D.C. with key decisionmakers for local officials; completing all required forms and letters of support; assisting the client with creating a stakeholder advisory group, and drafting talking points and other advocacy materials, consistent with the Hanka Advisor proposal letter dated November 6, 2019.
- C. Hanka Advisor, in support of the writing of grants, will work with the City's staff members and project stakeholders, as directed by the City, to obtain specific information on the project and all relevant data necessary for the completion of the grant application, not including the compiling of the Benefit Cost Analysis.
- D. Hanka Advisor will work the City to verify all necessary requirements for grant submission to grants.gov, including registration with the federal System for Award Management (SAM) process and the designation of Hanka Advisor as the Authorized Organization Representative (AOR), if directed to do so by the City.
- E. Hanka Advisor will maintain liaison with the City's congressional delegation and assist the delegation in support of the Beck Road Project.
- F. Hanka Advisor will act as facilitator and will participate in all meetings arranged by Hanka Advisor in Washington, D.C. on behalf of the City's representatives as described heretofore under paragraph 1, subparagraph B.
- G. Hanka Advisor shall provide upon request copies of all work products to the City, including grant applications, narratives, letters of support, and all other forms and documents required by the federal grant notices of funding opportunity.

2. OBLIGATIONS OF THE CITY OF NOVI.

- A. The City will contract with Hanka Advisor for the period from December 1, 2019 through September 30, 2020.

AGREEMENT
CITY OF NOVI, MICHIGAN AND HANKA ADVISOR, LLC

- B. The contract will be for \$22,000 payable in equal monthly installments of \$2,200, payable to Hanka Advisor LLC to be mailed to Hanka Advisor LLC, P.O. Box 1510, Bowie, Maryland 20717-1510.
- C. At its discretion, the City will supply Hanka Advisor with documents and other material that would assist Hanka Advisor in better understanding the City's community goals, as well as those materials relevant to the work being undertaken on the City's behalf in Washington, D.C.
- D. The City will reimburse Hanka Advisor for: (1) incidental Washington expenses incurred in the course of conducting the City's business, including taxicab fares and parking fees within the Metropolitan Washington, D.C., area, and (2) travel expenses incurred traveling to the City, including airfare, hotel, and rental car expenses, but only with prior approval by the City.
- E. The obligation of the City for expenses reimbursement under paragraph 2, subparagraph D, is not to exceed \$500 for the period covered by this contract.

3. CITY OF NOVI AND HANKA ADVISOR CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

Hanka Advisor:

- A. will not represent the City before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions; and
- B. will not perform any legal, engineering, accounting or other similar professional services.

4. **TERMINATION.** The City and Hanka Advisor may terminate this Agreement at any time by giving the other at least thirty (30) days' notice in writing of such termination.

5. **EFFECTIVE DATE.** This Agreement shall take effect the 1st day of December 2019 and terminate the 30th day of September 2020.

6. **OPTION TO RENEW.** The City may exercise a right to renew this contract at the above terms on a monthly basis or for a longer contract period through December 31, 2021.

**AGREEMENT
CITY OF NOVI, MICHIGAN AND HANKA ADVISOR, LLC**

CITY OF NOVI, MICHIGAN

HANKA ADVISOR, L.L.C.

A handwritten signature in black ink that reads "William Hanka". The signature is written in a cursive style with a prominent initial "W".

WILLIAM HANKA
President and CEO

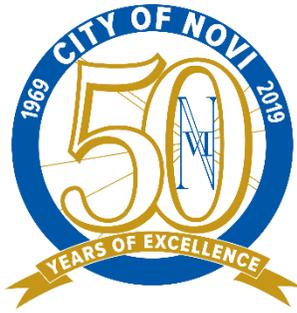
RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for assistance in developing two new zoning districts for the City West and Pavilion Shore Village areas is authorized:

	INCREASE (DECREASE)
<hr/> General Fund <hr/>	
APPROPRIATIONS	
City Manager's Office	
Other Services and Charges	<u>22,000</u>
TOTAL APPROPRIATIONS	<u>\$ 22,000</u>
Net Increase (Decrease) to Fund Balance	<u>\$ (27,000)</u>

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 25, 2019

Cortney Hanson
City Clerk



CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019

SUBJECT: Acceptance of a Woodland Conservation Easement and a Wetland Conservation Easement from A123 Real Estate Ventures, LLC for woodland and wetland conservation areas offered as a part of the A123 Systems development, located on the west side of Cabaret Drive, south of Twelve Mile Road in Section 15 of the City.

SUBMITTING DEPARTMENT: Community Development, Planning Division

BACKGROUND INFORMATION: The applicant has constructed their new headquarters and laboratory building. The overall site is approximately 31.25 acres. The Planning Commission approved the Preliminary Site Plan, Phasing Plan, Wetland Permit, Woodland Permit, and Stormwater Management Plan on March 14, 2018. The Final Stamping Set was approved administratively on April 25, 2018.

The applicant is proposing a woodland conservation easement on the western and southwestern property line in order to preserve, protect and maintain the woodland replacement trees planted on the site. The wetland easement would cover a small area north of the headquarters building in order to preserve, protect and maintain wetland and wetland buffer on the site. Exhibit B of the easements graphically depicts the areas being preserved.

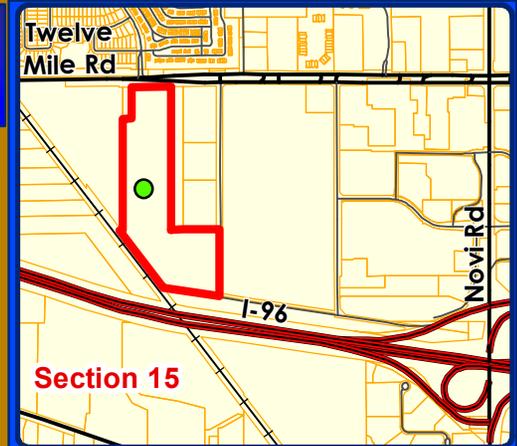
The easements have been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Woodland Conservation Easement and a Wetland Conservation Easement from A123 Real Estate Ventures, LLC for woodland and wetland conservation areas offered as a part of the A123 Systems development, located on the west side of Cabaret Drive, south of Twelve Mile Road in Section 15 of the City.

MAP
Location Map with
Conservation Easement Areas

A123 SYSTEMS: JSP 17-21

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: 11/18/19
Project: A123 SYSTEMS JSP17-21
Version #: 1



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.

SITE PLAN

ATTORNEY'S APPROVAL LETTER

Woodland and Wetland Conservation Easements

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 21, 2019

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: A123 Systems, JSP 17-021
Woodland and Wetland Conservation Easements**

Dear Ms. McBeth:

We have received and reviewed the following revised documents for the A123 Systems development:

- Wetland Conservation Easement
- Woodland Conservation Easement

Woodland Conservation Easement

We have received and reviewed the final executed Woodland Conservation Easement for the remaining woodlands and replacement trees in A123 Systems Development. The Woodland Conservation Easement is consistent with the title commitment provided. The Woodland Conservation Easement appears, generally, to be in order and may be placed on an upcoming City Council Agenda for acceptance. The Exhibits have been approved by the City's Consulting Engineer.

Wetland Conservation Easement

We have also received and reviewed the final executed Wetland Conservation Easement for the remaining wetlands and mitigation areas in the A123 Systems Development. The Wetland Conservation Easement appears, generally, to be in order and may be placed on an upcoming City Council Agenda for acceptance. The Exhibits have been approved by the City's Consulting Engineer.

Barb McBeth, City Planner
City of Novi
October 21, 2019
Page 2

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Sri Komaragiri, Planner
Lindsay Bell, Planner
Madeleine Kopko, Planning Assistant
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Victor Boron, Civil Engineer
Rebecca Runkel, Staff Engineer
Sarah Marchioni, Community Development Building Project Coordinator
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Sue Troutman, City Clerk's Office
Todd Griffin, Colliers
Ian Cosgrove, Esquire
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

Woodland and Wetland Conservation Easements

April 20, 2018

Theresa Bridges, PE
City Civil Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: A123 Fountain Park - Document Review
Novi #JSP17-0021
SDA Job No. NV17-234
EXHIBITS APPROVED

Dear Ms. Bridges

We have reviewed the following document package received by our office on April 16, 2018 against the plan set received from the city. We offer the following comments:

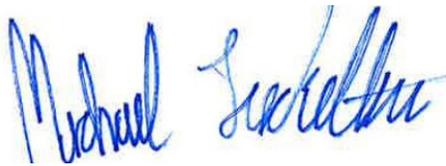
Submitted Documents:

1. Conservation Easements – (unexecuted: exhibits dated 04-02-18) - Woodland Conservation Easement - Legal Description Approved; Wetland Conservation Easement – Legal Description Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Lindsay Bell, City of Novi Planning Department
Darcy Rechtiem, City of Novi Construction Engineer

EXECUTED WOODLAND CONSERVATION EASEMENT

WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 14th day of October, 2019, by and between A123 REAL ESTATE VENTURES LLC, a Delaware limited liability company, whose address is c/o A123 Systems, Inc., 39000 Seven Mile Road, Livonia, Michigan 48152 (hereinafter the "Grantor"), and the CITY OF NOVI, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 15 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Subject Property"). Grantor has received final site plan approval for construction of a commercial development on the Subject Property, subject to provision of an appropriate easement to permanently protect the remaining woodlands and woodland replacement trees thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Woodland Preservation Area (the "Woodland Preservation Area") situated on the Subject Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$ 1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. Seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the remaining woodlands and woodland replacement trees, as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the remaining woodlands, woodland replacement trees and/or vegetation within the Woodland Preservation Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

3. No grass or other vegetation shall be planted in the Woodland Preservation Area with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. All areas identified on Exhibit B as parks, open space, landscape easement areas, or berm or scenic easement areas shall be forever reserved and preserved, in the condition specifically approved by the City in accordance with applicable laws and ordinances.

5. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Woodland Preservation Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Woodland Preservation Area to determine whether the Woodland Preservation Area is being maintained in compliance with the terms of the Conservation Easement.

6. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the protected woodlands and woodland replacement trees in reasonable order and condition, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall

be 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 Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

7. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Woodland Preservation Area and, describing its protected purpose, as indicated herein.

8. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

9. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

*[Rest of page intentionally left blank;
Signature page follows]*

IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

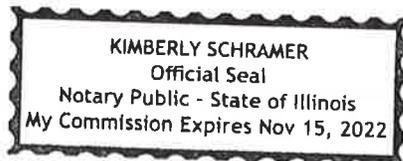
GRANTOR:

A123 REAL ESTATE VENTURES LLC,
a Delaware limited liability company

By: *Paul Q. Cumberland*
Name: *Paul Q. Cumberland*
Its: *Manager*

STATE OF ILLINOIS)
) ss.
COUNTY OF *KANE*)

This instrument was acknowledged before me in *KANE* County, Illinois, on this *14th* day of October, 2019, by *Paul Q. Cumberland*, the *manager* of A123 Real Estate Ventures LLC, a Delaware limited liability company, on behalf of the limited liability company.



Kimberly Schramer
Print Name of Notary Public: *Kimberly Schramer*
Notary Public, State of Illinois, County of *Kane*
My commission expires: *11/15/2022*
Acting in the County of *Kane*

[Grantee Signature Page Follows]

EXHIBIT A
(Page 1)

SUBJECT PROPERTY

A parcel of land situated in the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies) and the POINT OF BEGINNING; thence continuing South 02 degrees 27 minutes 06 seconds East 1560.09 feet; thence North 86 degrees 57 minutes 38 seconds East 493.03 feet to the west line of a 35 foot wide dedication, to Cabaret Drive; thence along said west line South 02 degrees 27 minutes 06 seconds East 692.69 feet; thence South 47 degrees 46 minutes 11 seconds West 31.99 feet; thence North 82 degrees 00 minutes 35 seconds West 584.91 feet to the easterly line of the CSX Railroad (width varies); thence along said easterly line North 39 degrees 40 minutes 17 seconds West 748.88 feet; thence North 86 degrees 57 minutes 38 seconds East 21.40 feet; thence North 02 degrees 39 minutes 34 seconds West 1214.43 feet; thence North 86 degrees 57 minutes 38 seconds East 100.00 feet; thence North 02 degrees 39 minutes 34 seconds West 345.61 feet to the south line of said Twelve Mile Road; thence North 86 degrees 57 minutes 38 seconds East 444.11 feet to the POINT OF BEGINNING. Containing 30.79+ acres more or less.

EXHIBIT A
(Page 2)

SUBJECT PROPERTY

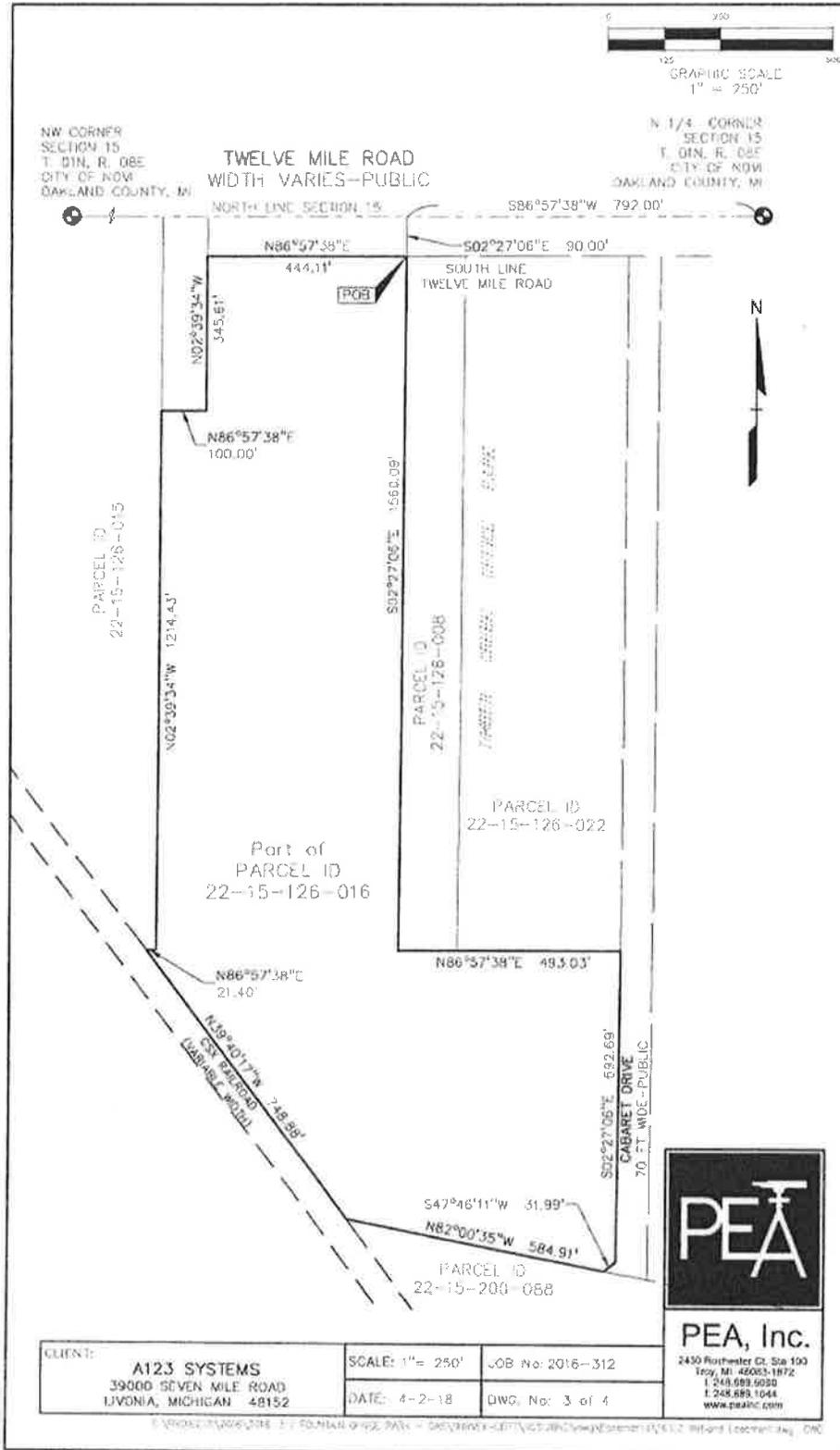


EXHIBIT B
(Page1)

WOODLAND PRESERVATION AREA

A variable width easement for woodlands situated in a part of the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies); thence along said south line South 86 degrees 57 minutes 38 seconds West 444.11 feet; thence South 02 degrees 39 minutes 34 seconds East 345.61 feet; thence South 86 degrees 57 minutes 38 seconds West 100.00 feet; thence South 02 degrees 39 minutes 34 seconds East 825.11 feet to the POINT OF BEGINNING of this easement for woodlands; thence North 87 degrees 20 minutes 26 seconds East 22.38 feet; thence South 03 degrees 02 minutes 22 seconds East 99.20 feet; thence South 13 degrees 26 minutes 32 seconds East 37.20 feet; thence South 02 degrees 39 minutes 34 seconds East 272.05 feet; thence South 39 degrees 40 minutes 17 seconds East 691.67 feet; thence South 82 degrees 00 minutes 35 seconds East 110.68 feet; thence South 07 degrees 59 minutes 25 seconds West 30.00 feet to the southerly line of the subject parent parcel; thence along said southerly line North 82 degrees 00 minutes 35 seconds West 122.30 feet to the northeasterly line of the CSX Railroad; thence along said northeasterly line North 39 degrees 40 minutes 17 seconds West 748.88 feet; thence North 86 degrees 57 minutes 38 seconds East 21.40 feet; thence North 02 degrees 39 minutes 34 seconds West 389.31 to the POINT OF BEGINNING.

EXECUTED WETLAND CONSERVATION EASEMENT

WETLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2019, by and between A123 REAL ESTATE VENTURES LLC, a Delaware limited liability company, whose address is c/o A123 Systems, Inc., 39000 Seven Mile Road, Livonia, Michigan 48152 (hereinafter the "Grantor"), and the CITY OF NOVI, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 15 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Subject Property"). Grantor has received final site plan approval for construction of a commercial development on the Subject Property, subject to provision of an appropriate easement to permanently protect the wetlands and mitigation areas thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Wetland Preservation Area (the "Wetland Preservation Area") situated on the Subject Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$ 1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et. Seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the wetlands and mitigation areas, as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the wetlands, mitigation areas and/or vegetation within

the Wetland Preservation Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

3. No grass or other vegetation shall be planted in the Wetland Preservation Area with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. All areas identified on Exhibit B as parks, wetlands, mitigation areas, landscape easement areas, or berm or scenic easement areas shall be forever reserved and preserved, in the condition specifically approved by the City in accordance with applicable laws and ordinances.

5. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Wetland Preservation Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Wetland Preservation Area to determine whether the Wetland Preservation Area is being maintained in compliance with the terms of the Conservation Easement.

6. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the wetland areas and/or mitigation areas in reasonable order and condition, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and shall be collected as, and shall be 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 Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

7. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Wetland Preservation Area and, describing its protected purpose, as indicated herein.

8. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$ 100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

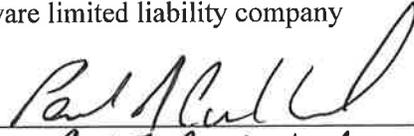
9. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement on legal instruments used to convey an interest in the property.

*[Rest of page intentionally left blank;
Signature page follows]*

IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

GRANTOR:

A123 REAL ESTATE VENTURES LLC,
a Delaware limited liability company

By: 
Name: Paul J. Cumberland
Its: MANAGER

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

This instrument was acknowledged before me in Kane County, Illinois, on this 14th day of October, 2019, by Paul J. Cumberland, the MANAGER of A123 Real Estate Ventures LLC, a Delaware limited liability company, on behalf of the limited liability company.




Print Name of Notary Public: Kimberly Schramer
Notary Public, State of Illinois, County of Kane
My commission expires: 11/15/2022
Acting in the County of Kane

[Grantee Signature Page Follows]

EXHIBIT A
(Page 1)

SUBJECT PROPERTY

A parcel of land situated in the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies) and the POINT OF BEGINNING; thence continuing South 02 degrees 27 minutes 06 seconds East 1560.09 feet; thence North 86 degrees 57 minutes 38 seconds East 493.03 feet to the west line of a 35 foot wide dedication, to Cabaret Drive; thence along said west line South 02 degrees 27 minutes 06 seconds East 692.69 feet; thence South 47 degrees 46 minutes 11 seconds West 31.99 feet; thence North 82 degrees 00 minutes 35 seconds West 584.91 feet to the easterly line of the CSX Railroad (width varies); thence along said easterly line North 39 degrees 40 minutes 17 seconds West 748.88 feet; thence North 86 degrees 57 minutes 38 seconds East 21.40 feet; thence North 02 degrees 39 minutes 34 seconds West 1214.43 feet; thence North 86 degrees 57 minutes 38 seconds East 100.00 feet; thence North 02 degrees 39 minutes 34 seconds West 345.61 feet to the south line of said Twelve Mile Road; thence North 86 degrees 57 minutes 38 seconds East 444.11 feet to the POINT OF BEGINNING. Containing 30.79+ acres more or less.

EXHIBIT A
(Page 2)

SUBJECT PROPERTY

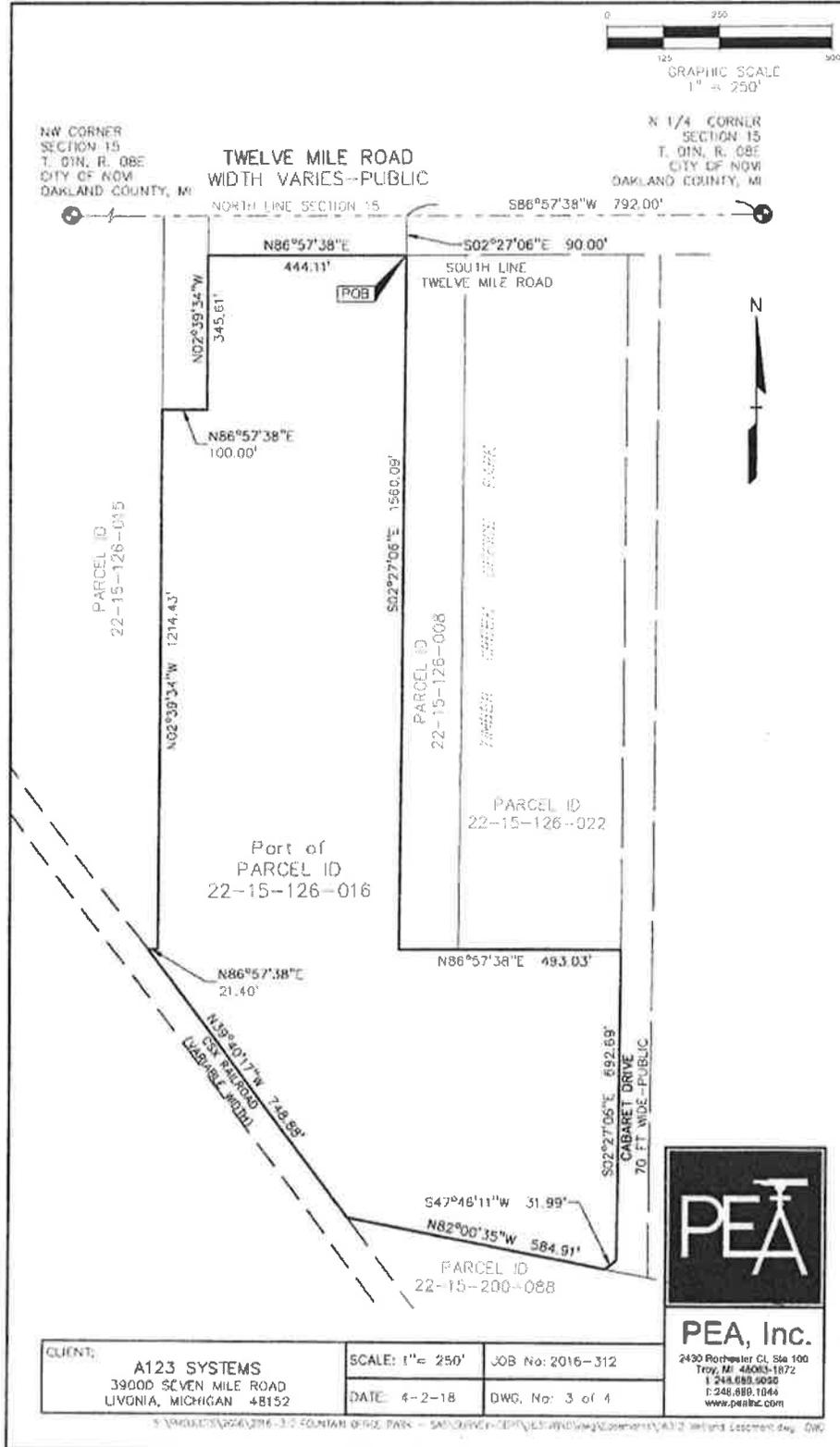


EXHIBIT B
(Page1)

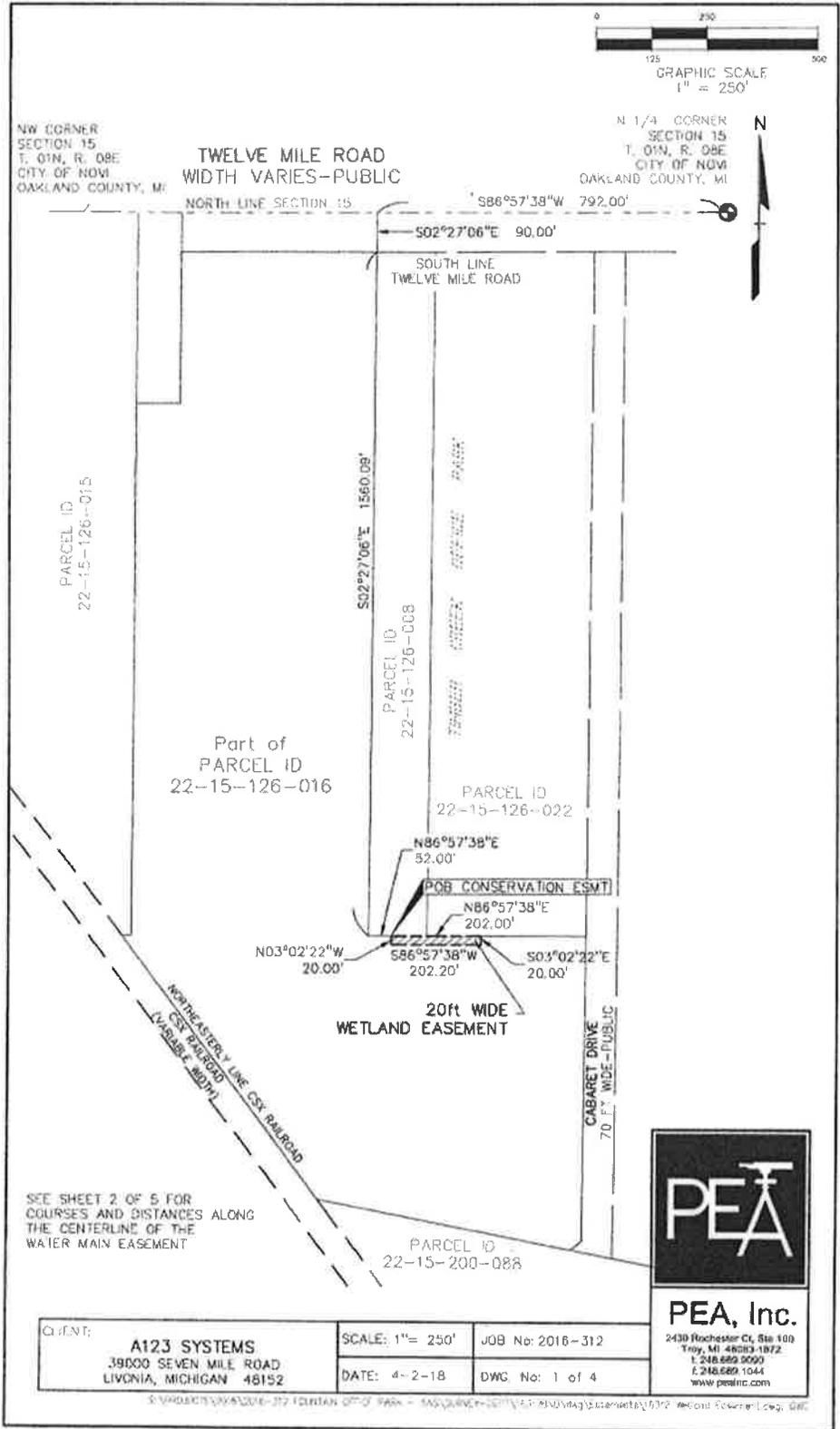
WETLAND PRESERVATION AREA

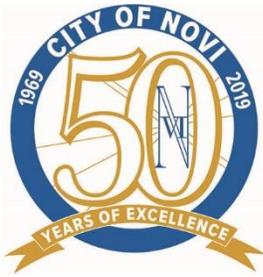
A 20ft wide easement for wetlands situated in a port of the Northwest 1/4 of Section 15, T.01N, R.08E., City of Novi, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 Corner of Section 15, T.01 N, R.08E., thence along the north line of said Section 15 South 86 degrees 57 minutes 38 seconds West 792.00 feet; thence South 02 degrees 27 minutes 06 seconds East 90.00 feet to the south line of Twelve Mile Road (width varies); thence continuing South 02 degrees 27 minutes 06 seconds East 1560.09 feet; thence North 86 degrees 57 minutes 38 seconds East 52.00 feet to the POINT OF BEGINNING of this easement for wetlands; thence continuing North 86 degrees 57 minutes 38 seconds East 202.00 feet; thence South 03 degrees 02 minutes 22 seconds East 20_00 feet; thence South 86 degrees 57 minutes 38 seconds West 202.00 feet; thence North 03 degrees 02 minutes 22 seconds West 20.00 feet to the POINT OF BEGINNING.

EXHIBIT B
(Page 2)

WETLAND PRESERVATION AREA





CITY OF NOVI CITY COUNCIL NOVEMBER 25, 2019

SUBJECT: Acceptance of four donated sidewalk easements as part of the 2019 Pathways and ADA project on Haggerty Road, Grand River Avenue and Wixom Road.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The 2019 Pathways and ADA project includes completion of sidewalk segments 38, 39, 43, 120a, 120b and 120c, as well as ADA ramp upgrades at the Suburban Collection Showplace and at the intersection of Taft Road and Grand River Avenue. The project required temporary and/or permanent grading and sidewalk easements on ten parcels. Three remaining easements are pending. One of the three remaining easements is also on this meeting's consent agenda for approval to pay for an easement at 21333 Haggerty Road.

Location	Property Owner	Parcel ID
21211 Haggerty Road	MGT Investments, LLC	50-22-36-477-011
45525 Grand River Ave	Taylor Property and Development, LLC	50-22-16-451-067
46100 Grand River Ave	TBON, LLC	50-22-16-251-024
27225 Wixom Road	Catholic Central High School	50-22-18-200-027

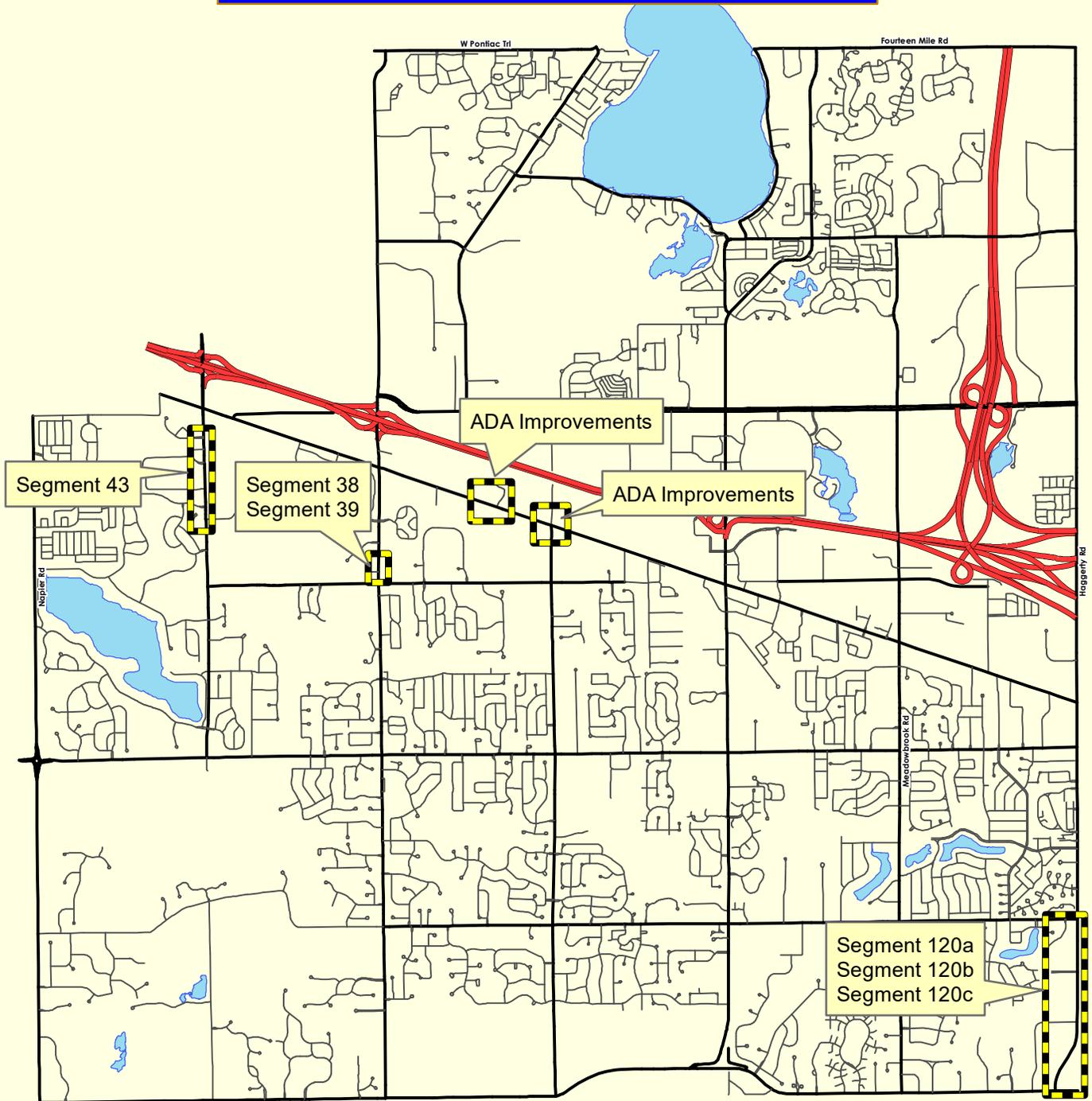
The construction of the sidewalk segments and ADA upgrades was originally scheduled to occur in 2019 but was delayed by easement acquisitions. Construction will now occur in 2020.

The proposed easements have been favorably reviewed by the City Attorney (Beth Saarela, October 2019).

RECOMMENDED ACTION: Acceptance of six donated sidewalk easements as part of the 2019 Pathways and ADA project.

2019 Pathways and ADA Improvements

Location Map



Map Author: Joseph Akers
 Date: November 1, 2018
 Project: 2019 Pathways and ADA
 Version #: 1.1

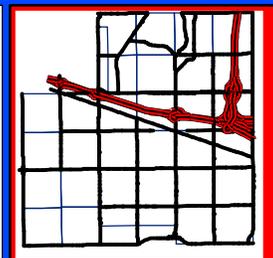
Amended By: Rebecca Runkel
 Date: 11/5/19
 Department: Engineering

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 Area



City of Novi

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



1 inch = 4,677 feet



2019 Pathways and ADA Project 21211 Haggerty Road Donated Easement



Map Author: Rebecca Runkel
Date: 11-14-19
Project:
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.

 Sidewalk Easement

		04	03	02	01
		09	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



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

0 5 10 20 30
Feet

1 inch = 55 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 10, 2019

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: 2019 Sidewalks and Pathways – 21211 Haggerty
MGT Investments, LLC**

Dear Mr. Herczeg:

We have received and reviewed the enclosed Sidewalk Easement over 21211 Haggerty Road donated in connection with the 2019 Sidewalks and Pathways Project. The enclosed Sidewalk Easement is consistent with the Title Commitment for the property and appears to have been properly executed. The Easement should be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Sidewalk Easement should be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner. It is our understanding that the City Clerk's Office has the original Sidewalk Easement.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/ Enclosures)
Rebecca Runkel, Staff Engineer (w/Enclosures)
Sue Troutman, Executive Secretary (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, MGT INVESTMENTS, LLC., a Michigan limited liability company, whose address is 22059 Shadybrook, Novi, MI 48375, hereinafter referred to as ("Grantor"), being title holder to the following described parcel of land, to wit:

Description of Parcel:

See Exhibit "A"

Tax Identification Number: 50-22-36-477-011

for and in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375, (hereinafter referred to as "Grantee"), a permanent sidewalk easement, over, upon, across, in, through, and under the following described real property to wit:

See Exhibit "A"

and to enter upon sufficient land adjacent to said sidewalk easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace and maintain lines and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above described easement.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

SIDEWALK EASEMENT SKETCH

Exhibit "A"

E1/4 COR.
SEC. 36
T1N,R8E



S02°28'50"E 565.03'

ORCHARD HILL PI

S86°50'23"W 44.70'

S86°23'22"W 225.22'

S86°50'41"W 99.53'

S86°50'41"W 60.0'

50-22-36-477-011
MGT INVESTMENTS, LLC
21211 HAGGERTY RD.
NOVI, MI 48375

UNIT 2

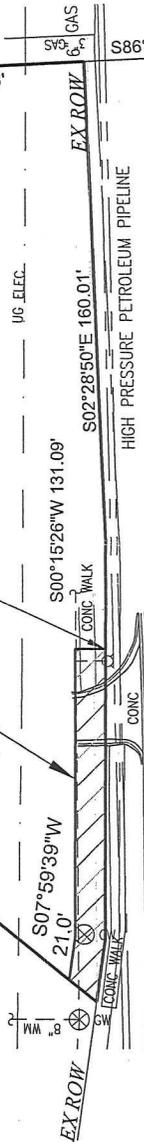
"ORCHARD HILL PLACE CONDO."
(PLAND No. 43-A)

N51°01'57"W 479.27'

POB-SIDEWALK ESMT.

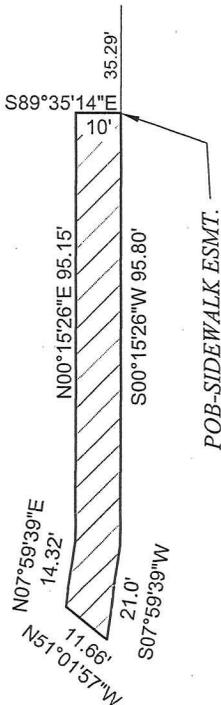
10' SIDEWALK ESMT.
(see detail)

50-22-36-477-013
21111 HAGGERTY RD.

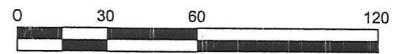


HAGGERTY RD.

EAST LINE SEC. 36



DETAIL - 10' SIDEWALK EASEMENT
(not to scale)



SCALE: 1" = 60'

LEGEND

- ROW RIGHT-OF-WAY
- PUBLIC LAND CORNER
- POB POINT OF BEGINNING
- SIDEWALK EASEMENT

SIDEWALK EASEMENT
PART OF THE SE1/4 OF SECTION 36
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY
PARCEL ID# 50-22-36-477-011

SCALE
H: 1"=60'
SHEET
3
OF 4

DATE:
04-11-19

CLIENT:
CITY OF NOVI

JOB #
0163-18-0030

34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM



SIDEWALK EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-36-477-011)

Parcel of land situated in the SE 1/4 of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Unit 2, "Orchard Hill Place Condominium", Oakland County Condominium Plan No. 434, according to master deed recorded in Liber 9231, Page 252, Oakland County Records. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT

A 10 foot easement for sidewalk being of land situated in the SE 1/4 of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 36; thence S 02°28'50" E 565.03 feet along the East line of said Section 36; thence S 86°50'41" W 60.0 feet; thence S 02°28'50" E 160.01 feet; thence S 00°15'26" W 35.29 feet to the Point of Beginning; thence continuing S 00°15'26" W 95.80 feet along the Westerly right of way line of Haggerty Road; thence continue along said right of way line S 07°59'39" W 21.0 feet; thence N 51°01'57" W 11.66 feet along the Southerly line of said parent parcel; thence N 07°59'39" E 14.32 feet; thence N 00°15'26" E 95.15 feet; thence S 89°35'14" E 10.0 feet to the Point of Beginning.

Contains 1,130 square feet or 0.026 acres of land, more or less. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT
PART OF THE SE1/4 OF SECTION 36
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY
PARCEL ID# 50-22-36-477-011

SCALE
H: 1"=60'
SHEET
4
OF 4

DATE:
04-11-19

CLIENT:
CITY OF NOVI

JOB #
0163-18-0030

34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM



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Commonly Known As: 21211 Haggerty Rd., Novi, MI 48375

TITLE SEARCH

Date: March 15, 2019

The land referred to in this search is situated in the City of Novi, County of Oakland, State of Michigan, as follows:

SEE EXHIBIT A

Last grantee of record:

MGT Investments, LLC, a Michigan limited liability company (Covenant Deed recorded in Liber 42083, Page 497)

1. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
2. Right of Way vested in Buckeye Pipe Line Company by instrument recorded in Liber 3901, Page 3, Liber 4556, Page 313 and supplemented by Agreement recorded in Liber 10316, Page 748, Oakland County Records.
3. Terms, conditions and provisions which are recited in Agreement relating to Gravel Roadway recorded in Liber 5601, Page 63, Oakland County Records.
4. Right of Way vested in The Detroit Edison Company by instrument recorded in Liber 6254, Page 402, Liber 6254, Page 403, Liber 6254, Page 406 and in Liber 10420, Page 188, Oakland County Records.
5. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 8004, Page 773 and in Liber 9063, Page 88, Oakland County Records.
6. Terms, conditions and provisions which are recited in Declaration of Restrictive Covenant recorded in Liber 8767, Page 729 and in Liber 10914, Page 678, Oakland County Records.
7. Right of Way vested in The Detroit Edison Company by instrument recorded in Liber 10109, Page 9 and in Liber 10403, Page 612, Oakland County Records.
8. Easement to Consumers Power Company recorded in Liber 12246, Page 782, Oakland County Records.
9. Easement to City of Novi recorded in Liber 8598, Page 672, Liber 8598, Page 687 and Liber 8598, Page 693, Oakland County Records.
10. Easements and the terms, conditions and provisions thereof which are recited in Easement recorded in Liber 8848, Page 256, Oakland County Records.

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

TITLE SEARCH - CONTINUED

11. Right of Way vested in The Detroit Edison Company by instrument recorded in Liber 8919, Page 251 and in Liber 8919, Page 255, Oakland County Records.
12. Easements and the terms, conditions and provisions thereof which are recited in Drainage Easement recorded in Liber 9003, Page 492, Oakland County Records.
13. Easement granted to Michigan Bell Telephone Company recorded in Liber 9017, Page 157, Oakland County Records.
14. Easement to Consumers Power Company recorded in Liber 9508, Page 179, Oakland County Records.
15. Terms, conditions and provisions which are recited in Easement Agreement (for Dyno-Block Wall) recorded in Liber 11443, Page 231 and amended in Liber 23498, Page 408, Oakland County Records.
16. Easement for Sidewalk purposes vested in City of Novi by instrument recorded in Liber 40680, Page 779, Oakland County Records.
17. 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 any water.
18. Covenants, conditions, restrictions, easements and right of ways, if any, affecting the common elements.
19. Rights of the co-owners of Orchard Hill Place in general and limited common elements as set forth in the Master Deed as amended and as described in Act 59 of the Public Acts of 1978 as amended, and all the terms and conditions, regulations, restrictions, easements and other matters set forth in the above described Master Deed and Statutes.

NOTE: The Master Deed provides, among other things, for assessments to be made against each unit, and for such unpaid delinquent assessments to constitute a lien.

20. PAYMENT OF TAXES: Tax Parcel No.: 22-36-477-011

2018 County Taxes in the amount of \$3,020.29 are Paid

2018 City Taxes in the amount of \$8,431.77 are Paid

Special Assessments: Specials / Assessments if any are not available to the company at this time. Please contact the City of Novi at (248) 347-0470 prior to closing for any special assessments.

- 2018 State Equalized Value: \$260,550.00
- 2018 Taxable Value: \$219,430.00

The amounts shown as due do not include collection fees, penalties or interest.

[Master Deed and Amendments](#)

[Copies of Documents](#)

COUNTERSIGNED:
ATA National Title Group, LLC



Steven M. Greco

TITLE SEARCH - CONTINUED

AUTHORIZED SIGNATORY

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

TITLE SEARCH - CONTINUED

EXHIBIT "A"

The land referred to in this search is described as follows: City of Novi, County of Oakland, State of Michigan

Unit 2, Orchard Hill Place Condominium, according to the Master Deed recorded in Liber 9231, Pages 252 through 297, both inclusive, as amended by First Amendment to Master Deed recorded in Liber 9485, Pages 821 through 828, inclusive, amended by Second Amendment to Master Deed recorded in Liber 10007, Pages 739 through 750, inclusive, amended by Third Amendment to Master Deed recorded in Liber 10128, Page 198 through 205, inclusive, amended by Fourth Amendment to Master Deed recorded in Liber 10263, Pages 888 through 897, inclusive, amended by Fifth Amendment to Master Deed recorded in Liber 10907, Pages 294 through 301, inclusive, amended by Sixth amendment to Master Deed recorded in Liber 11393, Pages 275 through 280, inclusive, amended by Seventh Amendment to Master Deed recorded in Liber 11654, Pages 735 through 741, inclusive, amended by Eighth Amendment to Master Deed recorded in Liber 12234, Pages 351 through 360, inclusive, amended by Ninth Amendment to Master Deed recorded in Liber 12327, Pages 360 through 366, inclusive and amended by Tenth Amendment to Master Deed recorded in Liber 16743, Pages 602 through 609, inclusive, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 434, together with rights in general common elements and limited common elements as set forth in the above-described Master Deed, as amended, and as described in Act 59 of the Public Acts of 1978, as amended.

2019 Pathways and ADA Project Grand River Avenue Donated Easements



Map Author: Rebecca Runkel
Date: 11/6/19
Project: 2019 Pathways and ADA
Version #:

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.



Sidewalk Easement



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 21, 2019

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: 2019 Sidewalks and Pathways – 45525 Grand River
Taylor Property and Development, LLC**

Dear Mr. Herczeg:

We have received and reviewed the enclosed Sidewalk Easement over 45525 Grand River Avenue donated in connection with the 2019 Sidewalks and Pathways Project. The enclosed Sidewalk Easement is consistent with the Title Commitment for the property and appears to have been properly executed. The Easement should be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Sidewalk Easement should be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner. It is our understanding that the City Clerk's Office has the original Sidewalk Easement.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Rebecca Runkel, Staff Engineer (w/Enclosures)
Sue Troutman, Executive Secretary (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, TAYLOR PROPERTY AND DEVELOPMENT, LLC, a Michigan limited liability company, whose address is 20700 Civic Center Drive, Southfield, MI 48076, hereinafter referred to as ("Grantor"), being title holder to the following described parcel of land, to wit:

Description of Parcel:

See Exhibit "A"

Tax Identification Number: 50-22-16-451-067

for and in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375, (hereinafter referred to as "Grantee"), a permanent sidewalk easement, over, upon, across, in, through, and under the following described real property to wit:

See Exhibit "A"

and to enter upon sufficient land adjacent to said sidewalk easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace and maintain lines and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above described easement.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantors have affixed their
signatures this 6 day of August A.D., 2019.

TAYLOR PROPERTY AND DEVELOPMENT, LLC

By: _____
Signature

Zack Taylor - owner
Printed Name & Title

By: _____
Signature

Printed Name & Title

STATE OF MICHIGAN)

COUNTY OF OAKLAND)^{SS}

On this 6th day of August, A.D., 2019 before me, a Notary Public in and for said County, appeared _____ and _____, and to me known personally known, who, being by me duly sworn, did each for himself say that they are respectively the owner and the _____ of Taylor Property, the corporation named in and which executed the within instrument and, that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument the free act and deed of said corporation.

**NICOLE GROUT
NOTARY PUBLIC
OAKLAND COUNTY MI
COMMISSION EXPIRES
10/25/2019**

Nicole Grout
Notary Public, Oakland County, MI

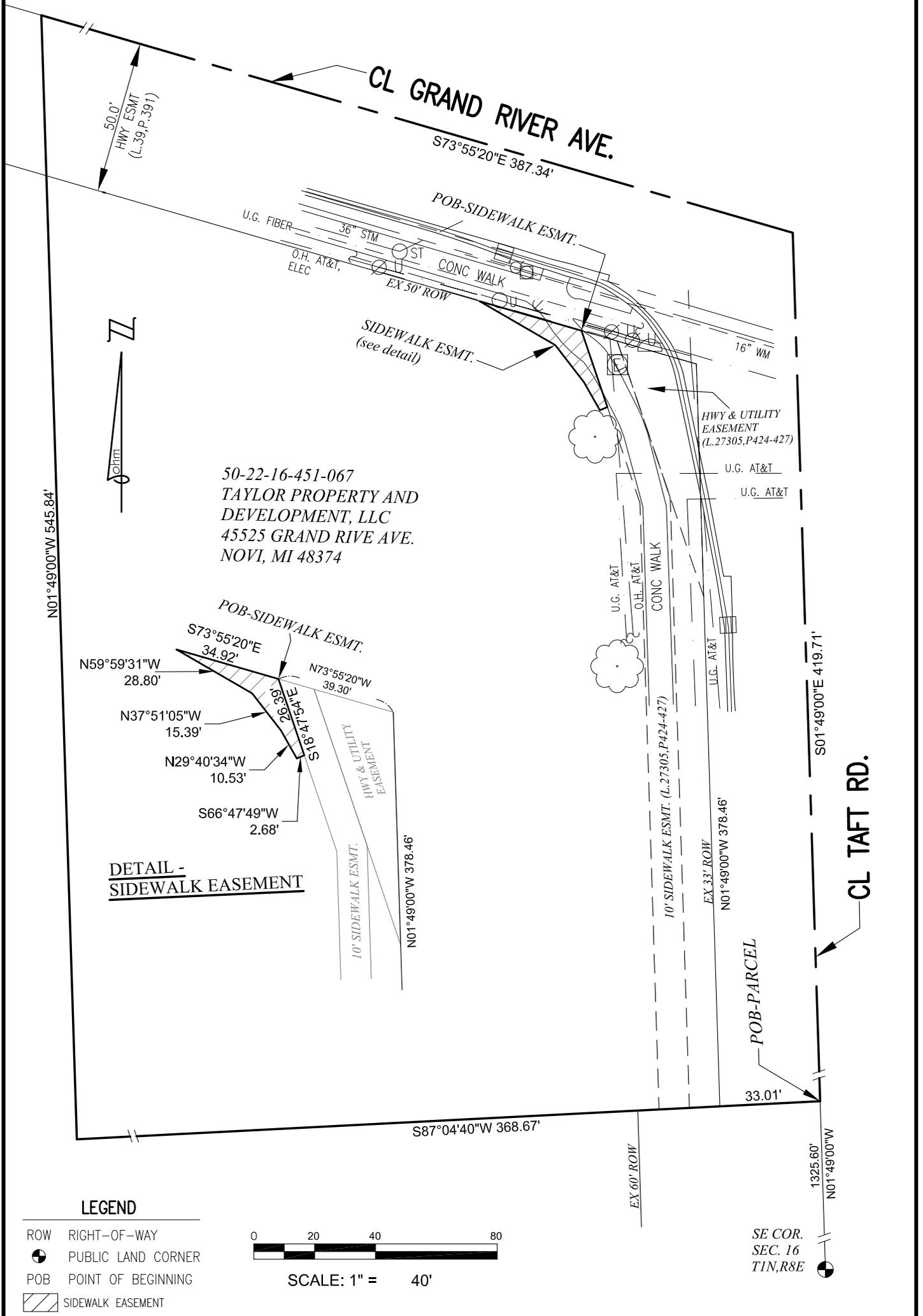
My commission expires 10/25/19

This instrument drafted by:
Sameer Hamad
34000 Plymouth Road
Livonia, MI 48150

WHEN SIGNED RETURN TO:
City Clerk's Office
City of Novi
45175 Ten Mile Road
Novi, MI 48375

SIDEWALK EASEMENT SKETCH

Exhibit "A"



SIDEWALK EASEMENT
 PART OF THE SE1/4 OF SECTION 16
 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY
PARCEL ID# 50-22-16-451-067

SCALE
 1" = 40'
 SHEET
3
 OF 4



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SIDEWALK EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-16-451-067)

Parcel of land situated in the SE 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 16; thence N 01°49'00" W 1325.60 feet along the centerline of Taft Road to the Point of Beginning; thence S 87°04'40" W 368.67 feet; thence N 01°49'00" W 545.84 feet to a point on the centerline of Grand River Avenue; thence S 73°55'20" E 387.34 feet along said centerline of Grand River Avenue to said centerline of Taft Road; thence S 01°49'00" E 419.71 feet along said centerline of Taft Road to the Point of Beginning. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT

A variable width easement for sidewalk being part of land situated in the SE 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 16; thence N 01°49'00" W 1325.60 feet along the centerline of Taft Road; thence S 87°04'40" W 33.01 feet; thence N 01°49'00" W 378.46 feet to a point on the Southerly right of way line of Grand River Avenue; thence along said Southerly line of Grand River Avenue, N 73°55'20" W 39.30 feet to the Point of Beginning; thence S 18°47'54" E 26.39 feet; thence S 66°47'49" W 2.68 feet; thence N 29°40'34" W 10.53 feet; thence N 37°51'05" W 15.39 feet; thence N 59°59'13" W 28.80 feet to a point on the Southerly right of way line of Grand River Avenue; thence along said Southerly line of Grand River Avenue, S 73°55'20" E 34.92 feet to the Point of Beginning.

Contains 271 square feet or 0.006 acres of land, more or less. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT PART OF THE SE1/4 OF SECTION 16 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL ID# 50-22-16-451-067		SCALE	
		H: 1"=40'	
DATE: 07-01-19	CLIENT: CITY OF NOVI	JOB # 0163-18-0030	SHEET 4 OF 4
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
<small>COPYRIGHT 2015 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM</small>			

Commonly Known As: 45525 Grand River Ave., Novi, MI 48375

TITLE SEARCH

Date: April 11, 2019

The land referred to in this search is situated in the City of Novi, County of Oakland, State of Michigan, as follows:

SEE EXHIBIT A

Last grantee of record:

Taylor Property and Development, LLC, a Michigan limited liability company

1. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
2. Easements and the terms, conditions and provisions thereof which are recited in Temporary Grading Easement recorded in Liber 10318, Page 520, Oakland County Records.
3. Easement for Water Main purposes vested in City of Novi by instrument recorded in Liber 10318, Page 511 and in Liber 10318, Page 523, Oakland County Records.
4. Right of Way vested in The Detroit Edison Company by instrument recorded in Liber 21890, Page 830, Oakland County Records.
5. Easement for Highway and Utility purposes vested in City of Novi by instrument recorded in Liber 27305, Page 424, Oakland County Records.
6. Easement for Sidewalk purposes vested in City of Novi by instrument recorded in Liber 27305, Page 426, Oakland County Records.
7. Terms, conditions and provisions which are recited in Consent to Encroach Utility Easement/Facility recorded in Liber 51075, Page 296, Oakland County Records.
8. Easements and the terms, conditions and provisions thereof which are recited in Water Main Easement recorded in Liber 51075, Page 300, Oakland County Records.
9. Easements and the terms, conditions and provisions thereof which are recited in Sanitary Sewer Easement recorded in Liber 51075, Page 303, Oakland County Records.
10. Terms, conditions and provisions which are recited in Storm Drain Facility Maintenance Agreement recorded in Liber 51229, Page 737, Oakland County Records.
11. Right of Way vested in County of Oakland by instrument recorded in Liber 5 Miscellaneous Records, Page 242 and in

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

TITLE SEARCH - CONTINUED

Liber 5 Miscellaneous Records, page 243 and The Terms amended in Liber 39 Miscellaneous Records, Page 391, Oakland County Records.

12. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for a public or private street, drive, road or highway purpose.

13. PAYMENT OF TAXES: Tax Parcel No.: 22-16-451-067

2018 County Taxes in the amount of \$11,660.28 are Paid

2018 City Taxes in the amount of \$32,551.91 are Paid

Special Assessments: Specials/Invoices, if any, are not available to the Company at this time. Please contact the City of Novi at (248) 347-0470 prior to closing for any specials/invoices

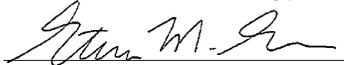
- 2018 State Equalized Value: \$1,087,600.00
- 2018 Taxable Value: \$847,130.00

The amounts shown as due do not include collection fees, penalties or interest.

NOTE: If the subject property is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of policy.

[Copies of Documents](#)

COUNTERSIGNED:
ATA National Title Group, LLC



Steven M. Greco
AUTHORIZED SIGNATORY

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

TITLE SEARCH - CONTINUED

EXHIBIT "A"

The land referred to in this search is described as follows: City of Novi, County of Oakland, State of Michigan

Part of the Southeast 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the Southeast corner of said Section 16; thence North 01 degrees 49 minutes 00 seconds West (described as North 00 degrees 59 minutes 30 seconds East) 1325.60 feet along the centerline of Taft Road (66 feet wide) to the point of beginning; thence South 87 degrees 04 minutes 40 seconds West 368.67 feet (described as South 89 degrees 53 minutes 10 seconds West 368.58 feet); thence North 01 degrees 49 minutes 00 seconds West (described as North 00 degrees 59 minutes 30 seconds West) 545.84 feet to a point on the centerline of Grand River Avenue (93 feet wide); thence South 73 degrees 55 minutes 20 seconds East (described as South 71 degrees 06 minutes 50 seconds East) 387.34 feet along said centerline of Grand River Avenue to said centerline of Taft Road; and thence South 01 degrees 49 minutes 00 seconds East (described as South 00 degrees 59 minutes 30 seconds West) 419.71 feet along said centerline of Taft Road to the point of beginning.

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 21, 2019

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: 2019 Sidewalks and Pathways – 46100 Grand River
T BON, LLC**

Dear Mr. Herczeg:

We have received and reviewed the enclosed Sidewalk Easement over 46100 Grand River Avenue donated in connection with the 2019 Sidewalks and Pathways Project. The enclosed Sidewalk Easement is consistent with the Title Commitment for the property and appears to have been properly executed. The Easement should be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Sidewalk Easement should be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner. It is our understanding that the City Clerk's Office has the original Sidewalk Easement.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a light blue horizontal line. The signature is fluid and cursive.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Rebecca Runkel, Staff Engineer (w/Enclosures)
Sue Troutman, Executive Secretary (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, TBON LLC, a Michigan limited liability company whose address is 46100 Grand river Avenue, Novi, MI 48374, hereinafter referred to as ("Grantor"), being title holder to the following described parcel of land, to wit:

Description of Parcel:

See Exhibit "A"

Tax Identification Number: 50-22-16-251-024

for and in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375, (hereinafter referred to as "Grantee"), a permanent sidewalk easement, over, upon, across, in, through, and under the following described real property to wit:

See Exhibit "A"

and to enter upon sufficient land adjacent to said sidewalk easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace and maintain lines and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above described easement.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Sidewalk Easement, dated 8/6, 2019, as shown in the Exhibit A attached hereto and incorporated herein, whereby TBON, LLC, grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

7 IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the day of AUGUST 2019

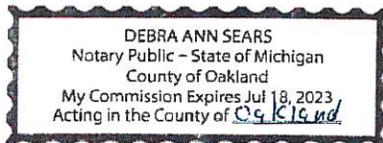
WELLS FARGO BANK, NA

By: *Daniel T. Ruzyllo*
(Print Name: DANIEL T RUZYLO)
Its: VICE PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 7th day of August, 2019, by Daniel T. Ruzyllo the Vice President of Wells Fargo Bank, NA, a vice president on its behalf.

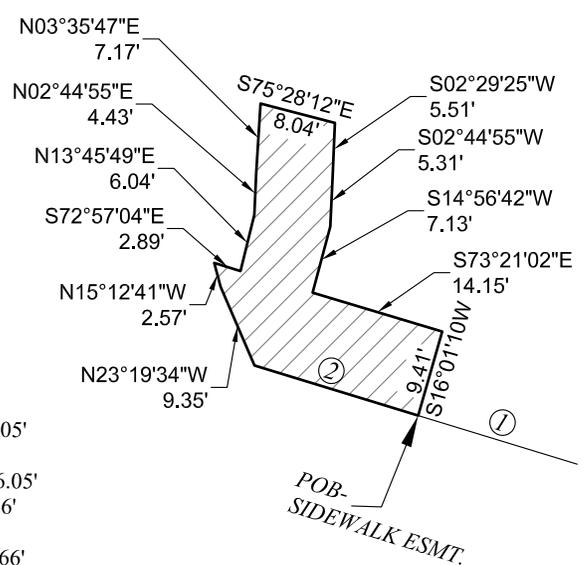
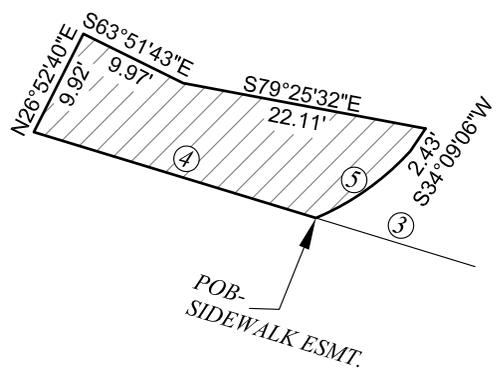
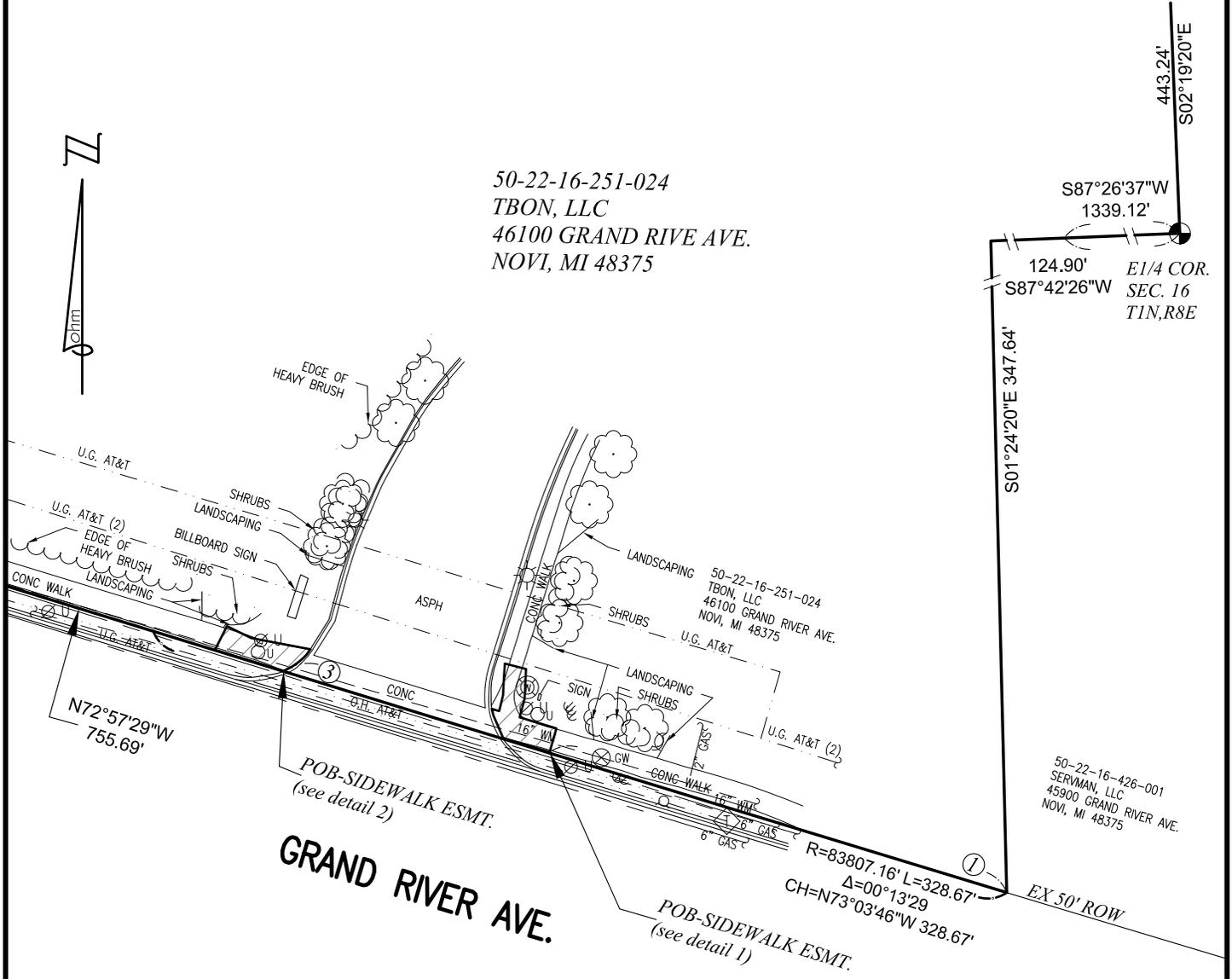
Debra Ann Sears
Notary Public
Acting in Oakland County, MI
My commission expires: July 18, 2023



SIDEWALK EASEMENT SKETCH

Exhibit "A"

50-22-16-251-024
 T BON, LLC
 46100 GRAND RIVER AVE.
 NOVI, MI 48375



- 1- R=83807.16' L=176.05'
 $\Delta = 00^{\circ}07'13''$
 CH= N73°06'54"W 176.05'
- 2- R=83807.16' L=17.66'
 $\Delta = 00^{\circ}00'43''$
 CH= N73°02'55"W 17.66'
- 3- R=83807.16' L=278.71'
 $\Delta = 00^{\circ}11'26''$
 CH= N73°04'48"W 278.71'
- 4- R=83807.16' L=26.24'
 $\Delta = 00^{\circ}01'05''$
 CH= N72°58'32"W 26.24'
- 5- R=24.0' L=10.71'
 $\Delta = 25^{\circ}33'39''$
 CH= S55°07'25"W 10.62'

LEGEND

- ROW RIGHT-OF-WAY
- PUBLIC LAND CORNER
- POB POINT OF BEGINNING
- SIDEWALK EASEMENT



SCALE: 1" = 60'

SIDEWALK EASEMENT
 PART OF THE SE1/4 AND NW 1/4 AND NE 1/4 OF SECTION 16
 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY
PARCEL ID# 50-22-16-251-024

SCALE
 H: 1"=60'
 SHEET
3
 OF 4



DATE: 05-15-19 CLIENT: CITY OF NOVI JOB#: 0163-18-0030
 34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM

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SIDEWALK EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-16-251-024)

Parcel of land situated in the NW 1/4 & NE 1/4, also part of the SE 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at the East 1/4 corner of said Section 16; thence S 87°26'37" W 1339.12 feet; thence S 87°42'26" W 124.90 feet; thence S 01°24'20" E 347.64 feet; thence along a curve to the right, radius 83807.16, delta 00°13'29", chord bears N 73°03'46" W 328.67 feet, distance 328.67 feet; thence N 72°57'29" W 755.69 feet; thence N 01°46'33" W 347.10 feet; thence N 73°01'11" W 109.66 feet; thence S 88°13'27" W 83.17 feet; thence S 01°46'33" E 318.54 feet; thence N 72°57'23" W 65.24 feet; thence N 73°11'03" W 245.65 feet; thence N 02°18'36" W 1237.16 feet; thence S 70°45'10" E 327.93 feet; thence S 70°44'04" E 49.95 feet; thence S 34°37'33" E 20.66 feet; thence S 74°00'10" E 1693.39 feet; thence N 86°34'29" E 150.36 feet; thence S 74°00'10" E 901.58 feet; thence S 02°19'20" E 443.24 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT

A variable width easements for sidewalk being part of land situated in the SE 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 16; thence S 87°26'37" W 1339.12 feet; thence S 87°42'26" W 124.90 feet; thence S 01°24'20" E 347.64 feet; thence along a curve to the right, radius 83807.16 feet, delta 00°07'13", chord bears N 73°06'54" W 176.05 feet, distance 176.05 feet along the Northerly right of way line of Grand River Avenue to the Point of Beginning; thence continuing along said Northerly line of Grand River Avenue, 17.66 feet along a curve to the right, radius 83807.16 feet, delta 00°00'43", chord bears N 73°02'55" W 17.66 feet; thence N 23°19'34" W 9.35 feet; thence N 15°12'41" W 2.57 feet; thence S 72°57'04" E 2.89 feet; thence N 13°45'49" E 6.04 feet; thence N 02°44'55" E 4.43 feet; thence N 03°35'47" E 7.17 feet; thence S 75°28'12" E 8.04 feet; thence S 02°29'25" W 5.51 feet; thence S 02°44'55" W 5.31 feet; thence S 14°56'42" W 7.13 feet; thence S 73°21'02" E 14.15 feet; thence S 16°01'10" W 9.41 feet to the Point of Beginning,

ALSO,

Commencing at the East 1/4 corner of said Section 16; thence S 87°26'37" W 1339.12 feet; thence S 87°42'26" W 124.90 feet; thence S 01°24'20" E 347.64 feet; thence along a curve to the right, radius 83807.16 feet, delta 00°11'26", chord bears N 73°04'48" W 278.71 feet, distance 278.71 feet along the Northerly right of way line of Grand River Avenue to the Point of Beginning; thence continuing along said Northerly line of Grand River Avenue, 26.24 feet along a curve to the right, radius 83807.16 feet, delta 00°01'05", chord bears N 72°58'32" W 26.24 feet; thence N 26°52'40" E 9.92 feet; thence S 63°51'43" E 9.97 feet; thence S 79°25'32" E 22.11 feet; thence S 34°09'06" W 2.43 feet; thence 10.71 feet along a curve to the right, radius 24.0 feet, delta 25°33'39", chord bears S 55°07'25" W 10.62 feet to the Point of Beginning.

All contains 617 square feet or 0.014 acres of land, more or less. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT PART OF THE SE1/4 AND NW 1/4 AND NE 1/4 OF SECTION 16 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL ID# 50-22-16-251-024		SCALE	
		H: 1"=60'	
DATE: 05-15-19	CLIENT: CITY OF NOVI	JOB# 0163-18-0030	SHEET 4 OF 4
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
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Commonly Known As: 46100 Grand River Ave., Novi, MI 48375

TITLE SEARCH

Date: April 4, 2019

The land referred to in this search is situated in the City of Novi, County of Oakland, State of Michigan, as follows:

SEE EXHIBIT A

Last grantee of record:

TBON, L.L.C., a Michigan limited liability company, a/k/a TBON, LLC a Michigan limited liability company, a/k/a TBON, L.L.C.

1. Amended and Restated Construction Mortgage, reciting indebtedness in the principal amount of \$42,500,000.00, executed by TBON, L.L.C., a Michigan limited liability company to Wells Fargo Bank, National Association, dated February 15, 2017 and recorded February 17, 2017 in Liber 50397, Page 786, which amends and restates that certain Construction Mortgage dated May 25, 2012 and recorded May 31, 2012, in Liber 44244, Page 182, as amended by First Amendment to amended and Restated Construction Mortgage dated December 6, 2018 and recorded December 27, 2018 in Liber 52461, Page 346, Oakland County Records.
2. Lien in favor of Barrie L. Bowman pursuant to Divorce Property Settlement Agreement dated December 15, 2006 with Blair M. Bowman and incorporated into Judgment of Divorce entered January 22, 2007 in Livingston County Circuit Court Case No. 06-38262-DM and recorded July 18, 2008 in Liber 40467, Page 205, Oakland County Records. (Affects 6.6318 acre parcel within subject property)
3. Construction Lien filed by Henry Gurtzweiler Inc in the amount of \$190,877.86 and recorded on October 18, 2018 in Liber 52282, Page 200, Oakland County Records.
4. Construction Lien filed by Ferguson Enterprises, Inc. in the amount of \$164,301.96 and recorded on December 17, 2018 in Liber 52440, Page 285, Oakland County Records.
5. Construction Lien filed by Gardiner C. Vose Inc. in the amount of \$74,120.00 and recorded on February 28, 2019 in Liber 52608, Page 594, Oakland County Records.
6. Construction Lien filed by The Alan Group, Inc. in the amount of \$3,973,831.07 and recorded on April 5, 2019 in Liber 52697, Page 160, Oakland County Records.
7. Release of Right of Way recorded in Liber 37 of Miscellaneous Records, Page 121, Oakland County Records, and and the covenants, conditions and restrictions contained in said instruments.
8. No rights of ingress and egress to and from I-96 Expressway, as disclosed by instruments recorded in Liber 4269, Page 630 and in Liber 4304, Page 565, Oakland County Records.

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

TITLE SEARCH - CONTINUED

9. Restrictive covenants contained in instruments recorded in Liber 37 of Miscellaneous Records, Page 121 and in Liber 4636, Page 98, Oakland County Records.
10. Easements granted to the City of Novi for highway purposes recorded in Liber 7818, Page 137, Liber 7818, Page 140 and in Liber 7818, Page 143, Oakland County Records.
11. Right of ingress and egress as set forth in instrument recorded in Liber 9701, Page 492 and re-recorded in Liber 10100, Page 16, Oakland County Records.
12. Easement granted to Woodland Parkside Properties for construction, operation and maintenance of sanitary sewer recorded in Liber 10451, Page 286, Oakland County Records.
13. Easement granted to the City of Novi for construction, operation and maintenance of water main recorded in Liber 10611, Page 52, Oakland County Records.
14. Easement Grant by and between JAW, a Michigan co-partnership and British West Corporation granting common ingress and egress easement recorded in Liber 12644, Page 435, Oakland County Records.
15. Right of ingress and egress as set forth in instruments recorded in Liber 14299, Page 579 and in Liber 25674, Page 581, Oakland County Records.
16. Rights of others in Roadway easements set forth in Warranty Deed recorded in Liber 22109, Page 134, Oakland County Records. NOTE: These easements appear to benefit the subject property and such benefit is shared by others, as set forth in instruments recorded in Liber 7814, Page 498 and in Liber 10973, Page 833, Oakland County Records.
17. Non-Motorized Pathway Easements granted to the City of Novi recorded in Liber 28309, Page 819, Liber 28309, Page 825, Liber 28309, Page 831, Liber 28309, Page 840 and in Liber 28309, Page 843, Oakland County Records.
18. Public Utility Easements granted to the City of Novi for construction, operation and maintenance of public utilities recorded in Liber 28309, Page 822, Liber 28309, Page 828, Liber 28309, Page 834, Liber 28309, Page 837 and in Liber 28309, Page 846, Oakland County Records.
19. Terms, conditions, provisions, restrictions and reservations contained in instrument recorded in Liber 29408, Page 692, Oakland County Records.
20. Water Main Easement granted to the City of Novi recorded in Liber 33558, Page 578, Oakland County Records.
21. Detroit Edison Overhead and Underground Easement (Right of Way) granted to The Detroit Edison Company recorded in Liber 34867, Page 122, Oakland County Records.
22. Terms and provisions of unrecorded Storm Drainage Facility Maintenance Agreement contained in unrecorded instrument held for future recording by the City of Novi.
23. Declaration of Covenants recorded in Liber 44551, Page 749, Oakland County Records.
24. Sanitary Sewer System Access Easement granted to the City of Novi recorded in Liber 46332, Page 289, Oakland County Records.
25. Water System Easement granted to the City of Novi recorded in Liber 46480, Page 88, Oakland County Records.
26. Terms and provisions of Subordination of Lease Assignment, Estoppel and Attornment Agreement dated May 25, 2012 and recorded May 31, 2012 in Liber 44244, Page 199, Oakland County Records.

TITLE SEARCH - CONTINUED

- 27. Leasehold Interests of BoCo Enterprise, Inc., a Michigan corporation, Epoch Catering, LLC, a Michigan limited liability company, and Packard Hospitality Management, a division of the Packard companies, Tenants pursuant to unrecorded Lease(s) dated on or about May 9, 2005, as amended, and the terms and provisions of said unrecorded Lease(s), as evidenced by instruments recorded in Liber 44244, Page 199 and in Liber 50397, Page 809, Oakland County Records.
- 28. Subordination of Lease Assignment, Estoppel and Attornment Agreement executed by and among TBON, L.L.C., a Michigan limited liability company (Owner), BoCo Enterprise, Inc., a Michigan corporation and Wells Fargo Bank, National Association (Lender), recorded May 31, 2012 in Liber 44244, Page 199, as amended by Amendment to Subordination of Lease Assignment, Estoppel and Attornment Agreement recorded February 17, 2017 in Liber 50397, Page 809, Oakland County Records.
- 29. Terms and provisions of Detention Basin and Access Easement Agreement dated October 26, 2016 executed by and between Jack B. Anglin Co., by Henry M. Nirenberg, Court Appointed Receiver, pursuant to that certain Amended Order Upon Stipulation for Appointment of Receiver entered March 14, 2011 (Oakland County Probate Court Case No. 2006-305020-DE) and TBON, LLC, a Michigan limited liability company recorded in Liber 52105, Page 22, Oakland County Records.
- 30. Easement for Storm Water and Surface Drainage recorded in Liber 52318, Page 467, Oakland County Records.
- 31. Cross Access Easement Agreement executed by and between TBON, LLC, a Michigan limited liability company and Servman, LLC, a Michigan limited liability company recorded in Liber 52318, Page 472, Oakland County Records.
- 32. Rights of tenants now in possession of the land under unrecorded leases or otherwise.

33. PAYMENT OF TAXES: Tax Parcel No.: 22-16-251-024

2018 County Taxes in the amount of \$129,887.57 are Paid

2018 City Taxes in the amount of \$362,605.67 are Paid

Special Assessments: None

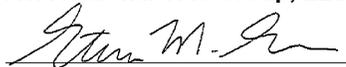
- 2018 State Equalized Value: \$10,584,950.00
- 2018 Taxable Value: \$9,436,420.00

The amounts shown as due do not include collection fees, penalties or interest.

[Copies of Documents 1 of 2](#)

[Copies of Documents 2 of 2](#)

COUNTERSIGNED:
ATA National Title Group, LLC



Steven M. Greco
AUTHORIZED SIGNATORY

TITLE SEARCH - CONTINUED

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

TITLE SEARCH - CONTINUED

EXHIBIT "A"

The land referred to in this search is described as follows: City of Novi, County of Oakland, State of Michigan

Part of the Northwest 1/4 and Northeast 1/4, also part of the Southeast 1/4, Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan beginning at East 1/4 corner; thence South 87 degrees 26 minutes 37 seconds West 1339.12 feet; thence South 87 degrees 42 minutes 26 seconds West 124.90 feet; thence South 01 degrees 24 minutes 20 seconds East 347.64 feet; thence along curve to the right, radius 83807.16 feet, chord bears North 73 degrees 03 minutes 46 seconds West 328.67 feet, distance of 328.67 feet; thence North 72 degrees 57 minutes 29 seconds West 755.69 feet; thence North 01 degrees 46 minutes 33 seconds West 347.10 feet; thence North 73 degrees 01 minutes 11 seconds West 109.66 feet; thence South 88 degrees 13 minutes 27 seconds West 83.17 feet; thence South 01 degrees 46 minutes 33 seconds East 318.54 feet; thence North 72 degrees 57 minutes 23 seconds West 65.24 feet; thence North 73 degrees 11 minutes 03 seconds West 245.65 feet; thence North 02 degrees 18 minutes 36 seconds West 1237.16 feet; thence South 70 degrees 45 minutes 10 seconds East 327.93 feet; thence South 70 degrees 44 minutes 04 seconds East 45.95 feet; thence South 34 degrees 37 minutes 33 seconds East 20.66 feet; thence South 74 degrees 00 minutes 10 seconds East 1693.39 feet; thence North 86 degrees 34 minutes 29 seconds East 150.36 feet; thence South 74 degrees 00 minutes 10 seconds East 901.58 feet; thence South 02 degrees 19 minutes 20 seconds East 443.24 feet to beginning. Together with any/all beneficial rights created by and through in instruments recorded in Liber 7814, Page 498, Liber 10973, Page 833, and in Liber 52318, Page 472, Oakland County Records.

2019 Pathways and ADA Project 27225 Wixom Road Donated Easement



Parcel ID 50-22-18-200-027

50-22-18-200-027

Wixom Rd

50-22-17-101-022

Catholic Central School Dr

Map Author: Rebecca Runkel
Date: 11-14-19
Project:
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.

 Sidewalk Easement



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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 23, 2019

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: 2019 Sidewalks and Pathways – 27225 Wixom Road
*Catholic Central High School Sidewalk***

Dear Mr. Herczeg:

We have received and reviewed the enclosed Sidewalk Easement over 27225 Wixom Road donated in connection with the 2019 Sidewalks and Pathways Project. The enclosed Sidewalk Easement is consistent with the Title Commitment for the property and appears to have been properly executed. The Easement should be placed on an upcoming City Council Agenda for acceptance. Once accepted, the Sidewalk Easement should be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner. It is our understanding that the City Clerk's Office has the original Sidewalk Easement.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is fluid and cursive.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/ Enclosures)
Rebecca Runkel, Staff Engineer (w/Enclosures)
Sue Troutman, Executive Secretary (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, THE CATHOLIC CENTRAL HIGH SCHOOL OF DETROIT, whose address is 27225 Wixom Road, Novi, MI 48374, hereinafter referred to as ("Grantor"), being title holder to the following described parcel of land, to wit:

Description of Parcel:

See Exhibit "A"

Tax Identification Number: 50-22-18-200-027

for and in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375, (hereinafter referred to as "Grantee"), a permanent sidewalk easement, over, upon, across, in, through, and under the following described real property to wit:

See Exhibit "A"

and to enter upon sufficient land adjacent to said sidewalk easement for the purpose of installing, repairing, replacing and maintaining the sidewalk.

Grantee may install, repair, replace and maintain an eight foot wide sidewalk, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above described easement.

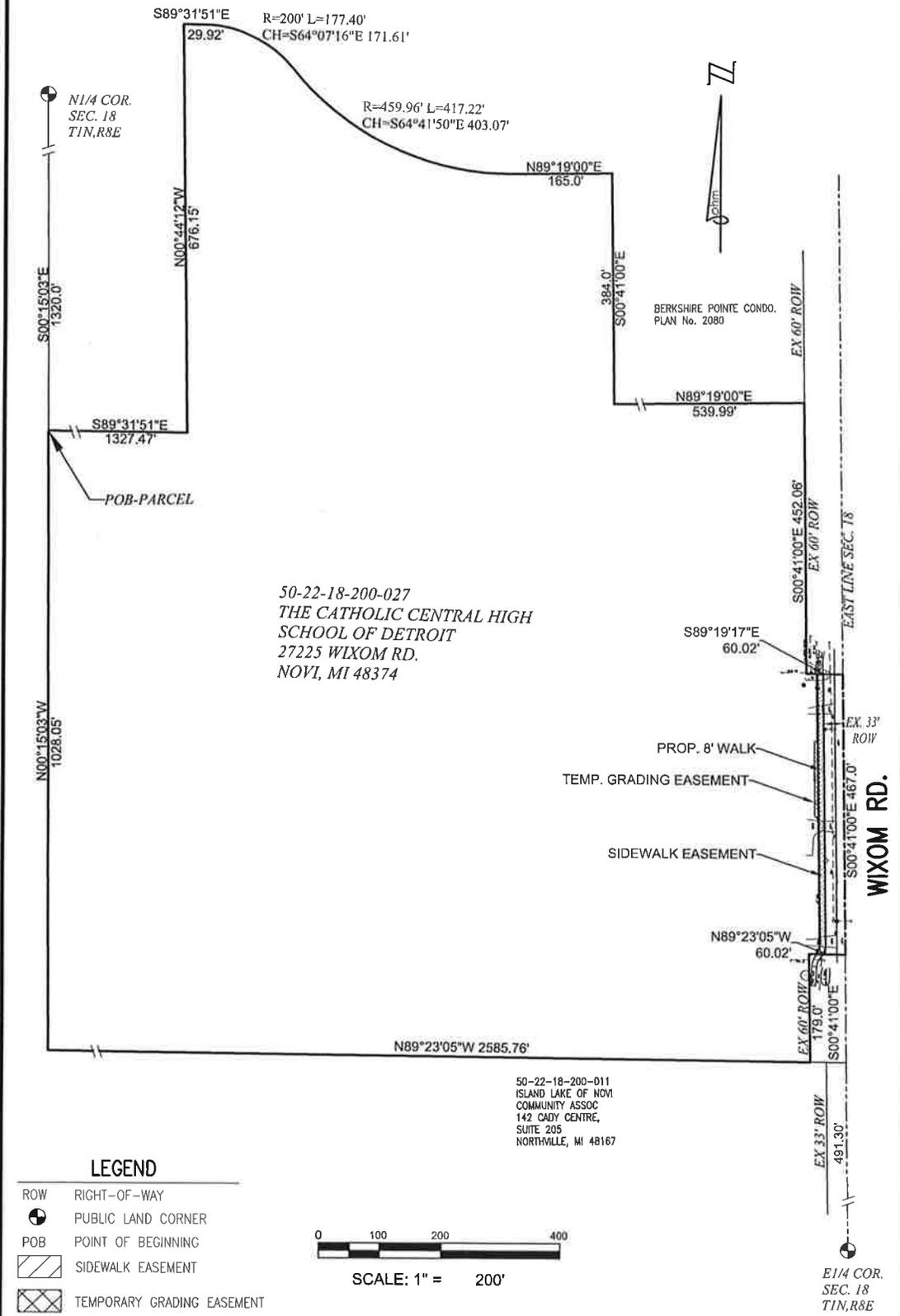
The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be restored to its prior condition by Grantee to the reasonable satisfaction of Grantor.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Also a Temporary Grading Easement being part of the above described parcel of land. The temporary grading easement to terminate on the date the contractor completes the above project (not to exceed one (1) year).

PARCEL SKETCH

Exhibit "A"

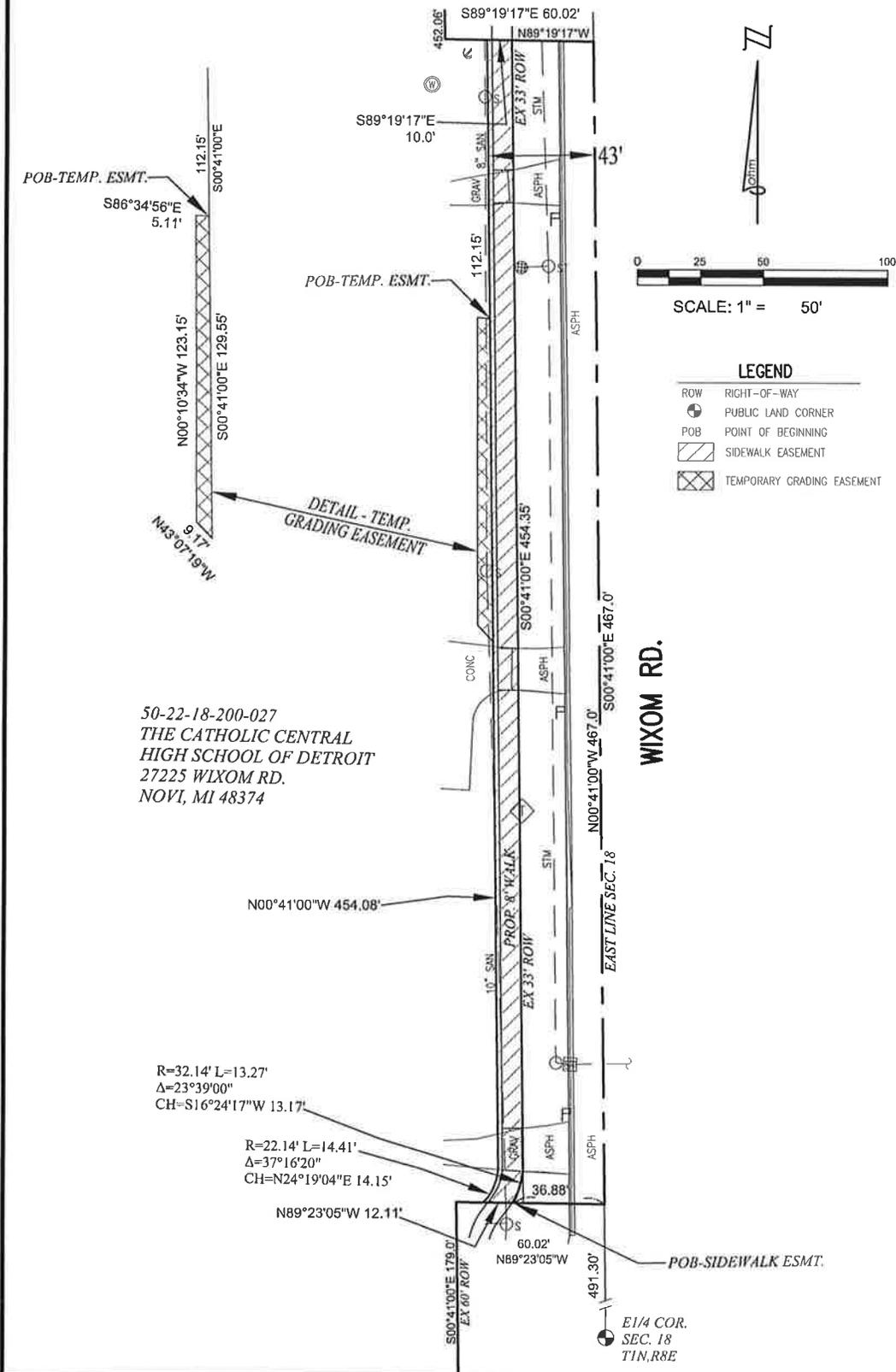


PARCEL SKETCH		SCALE H: 1"=200' SHEET 3 OF 5
PART OF THE NE 1/4 OF SECTION 18 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL ID# 50-22-18-200-027		
DATE: 08-14-19	CLIENT: CITY OF NOVI	JOB#: 0163-18-0030
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
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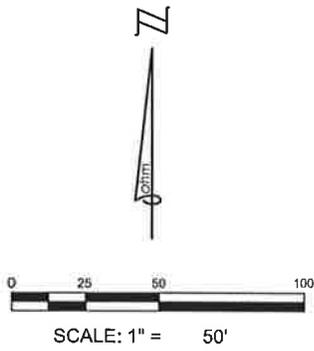


SIDEWALK EASEMENT SKETCH

Exhibit "A"



50-22-18-200-027
 THE CATHOLIC CENTRAL
 HIGH SCHOOL OF DETROIT
 27225 WIXOM RD.
 NOVI, MI 48374



- LEGEND**
- ROW RIGHT-OF-WAY
 - Public Land Corner Symbol PUBLIC LAND CORNER
 - POB POINT OF BEGINNING
 - Sidewalk Easement Symbol SIDEWALK EASEMENT
 - Temporary Grading Easement Symbol TEMPORARY GRADING EASEMENT

SIDEWALK EASEMENT			SCALE 1" = 50'
PART OF THE NE 1/4 OF SECTION 18 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL ID# 50-22-18-200-027			
DATE 08-14-19	DRAWN BY CITY OF NOVI	JOB # 0163-18-0030	SHEET 4 OF 5
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
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SIDEWALK EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-18-200-027)

Parcel of land situated in the NE 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at a point distant S 00°15'03" E 1320.0 feet from the North 1/4 corner of said Section 18; thence S 89°31'51" E 1327.47 feet; thence N 00°44'12" W 676.15 feet; thence S 89°31'51" E 29.92 feet; thence 177.40 feet along a curve to the right, radius 200 feet, chord bears S 64°07'16" E 171.61 feet; thence 417.22 feet along curve to the left, radius 459.96 feet, chord bears S 64°41'50" E 403.07 feet; thence N 89°19'00" E 165.0 feet; thence S 00°41'00" E 384.0 feet; thence N 89°19'00" E 539.99 feet; thence S 00°41'00" E 452.06 feet; thence S 89°19'17" E 60.02 feet; thence S 00°41'00" E 467.0 feet; thence N 89°23'05" W 60.02 feet; thence S 00°41'00" E 179.0 feet; thence N 89°23'05" W 2585.76 feet; thence N 00°15'03" W 1028.05 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT

A 10 foot wide easement for sidewalk being part of land situated in the NE 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Beginning at a point distant N 00°41'00" W 491.30 feet along the East line of said Section 18 and N 89°23'05" W 36.88 feet along property line from the East 1/4 corner of said Section 18; thence continuing N 89°23'05" W 12.11 feet; thence 14.41 feet along a curve to the left having a radius of 22.14 feet, delta 37°16'20", chord bears N 24°19'04" E 14.15 feet; thence N 00°41'00" W 454.08 feet; thence S 89°19'17" E 10.0 feet along the property line; thence S 00°41'00" E 454.35 feet along the West right of way line of Novi Road; thence 13.27 feet along a curve to the right having a radius of 32.14 feet, delta 23°39'00", chord bears S 16°24'17" W 13.17 feet to the Point of Beginning.

Contains 4,678 square feet or 0.107 acres of land, more or less. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING EASEMENT

A temporary grading easement for sidewalk being part of land situated in the NE 1/4 of Section 18, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 18; thence N 00°41'00" W 491.30 feet to a point thence continuing N 00°41'00" W 467.0 feet; thence N 89°19'17" W 43.0 feet; thence S 00°41'00" E 112.15 feet to the Point of Beginning; thence continuing S 00°41'00" E 129.55 feet; thence N 43°07'19" W 9.17 feet; thence N 00°10'34" W 123.15 feet; thence S 86°34'56" E 5.11 feet to the Point of Beginning.

Contains 715 square feet or 0.016 acres of land, more or less. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT		SCALE
PART OF THE NE 1/4 OF SECTION 18		R: 1"=60'
T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY		SHEET
PARCEL ID# 50-22-18-200-027		5
DATE:	CLIENT:	JOB#
08-14-19	CITY OF NOVI	0163-18-0030
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
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Commonly Known As: 27171 Wixom Rd., Novi, MI 48375

TITLE SEARCH

Date: October 7, 2019

The land referred to in this search is situated in the City of Novi, County of Oakland, State of Michigan, as follows:

SEE EXHIBIT A

Last grantee of record:

The Catholic Central High School of Detroit

1. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
2. Right of Way vested in The Detroit Edison Company by instrument recorded in Liber 3514, Page 139, Oakland County Records.
3. Easement for Sanitary Sewer System purposes vested in City of Novi by instrument recorded in Liber 46498, Page 301, Oakland County Records.
4. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for a public or private street, drive, road or highway purpose.
5. PAYMENT OF TAXES: Tax Parcel No.: 22-18-200-007

2018 County Taxes in the amount of \$871.14 are Paid, said amount includes \$82.74 for Trash

2019 City Taxes in the amount of \$2,330.39 are Paid, said amount includes \$85.30 for Trash

Special Assessments: None

- 2019 State Equalized Value: \$140,750.00
- 2019 Taxable Value: \$58,650.00

The amounts shown as due do not include collection fees, penalties or interest.

NOTE: If the subject property is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of policy.

[Copies of Documents](#)

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

TITLE SEARCH - CONTINUED

COUNTERSIGNED:

ATA National Title Group, LLC



Steven M. Greco

AUTHORIZED SIGNATORY

Terms and Conditions

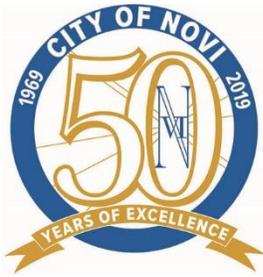
1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

TITLE SEARCH - CONTINUED

EXHIBIT "A"

The land referred to in this search is described as follows: City of Novi, County of Oakland, State of Michigan

Part of the Southeast 1/4 of the Northeast 1/4 of Section 18, Town 1 North, Range 8 East, being more particularly described as beginning at a point on the East line of Section 18, North 723.80 feet from the East 1/4 Section corner of Section 18, and running thence North 88 degrees 41 minutes 02 seconds West 302.50 feet; thence parallel to East line of Section 18, North 234.90 feet; thence parallel to the first course South 88 degrees 41 minutes 02 seconds East 302.50 feet; thence along East line of Section 18, South 234.90 feet to place of beginning.



**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Acceptance of a sidewalk easement from Haggerty Project, LLC, for construction of a sidewalk along the west side of Haggerty Road between Eight Mile Road and Nine Mile Road (parcel 22-36-400-019) in the amount of \$23,000, conditioned upon receipt of a properly executed easement from grantor.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 23,000
AMOUNT BUDGETED	\$ 1,488,070
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	204-204.00-974.478

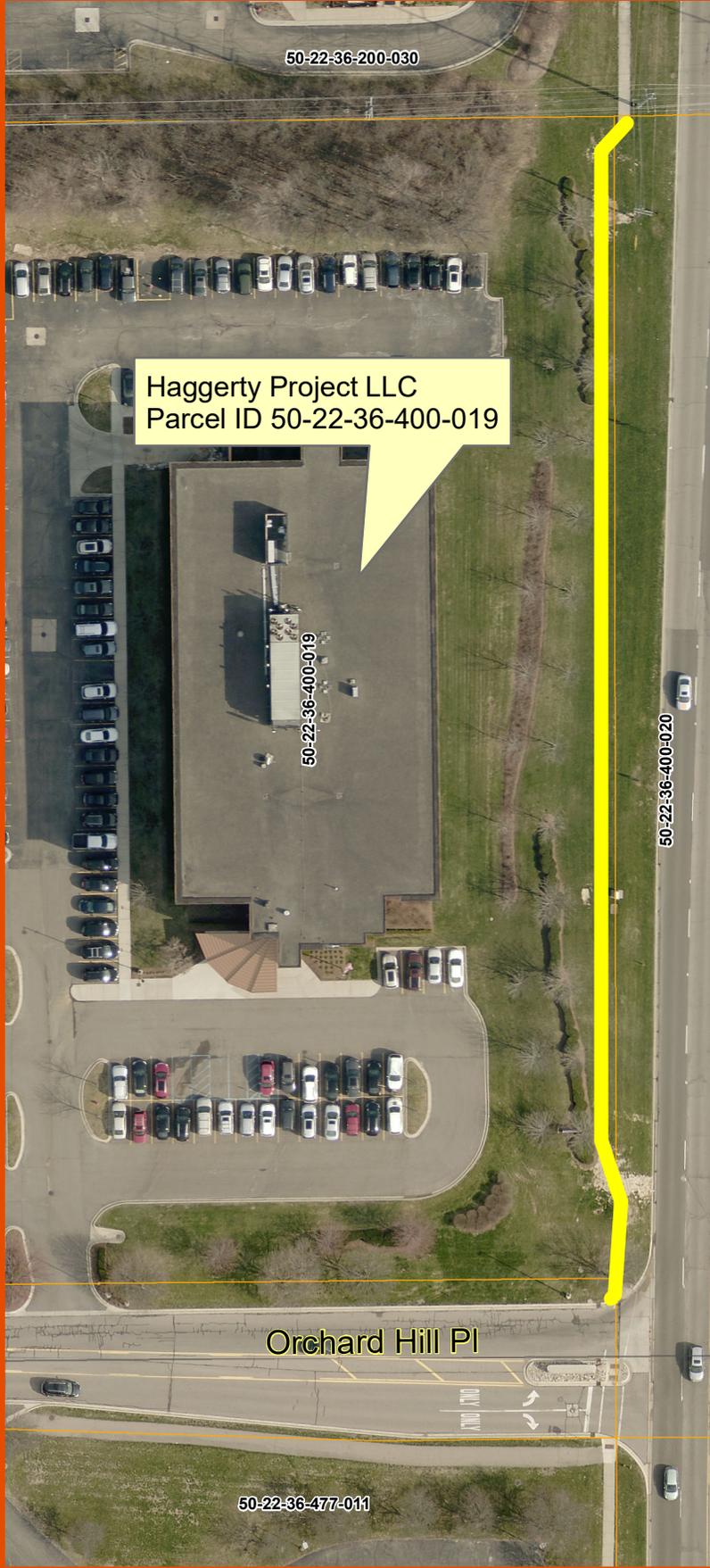
BACKGROUND INFORMATION: The 2019 Pathway project includes construction of sidewalk segments and ADA improvements on Haggerty Road, Wixom Road, Beck Road and Grand River Avenue. The project requires eleven permanent sidewalk easements and/or temporary grading easements. OHM Advisors and Engineering staff have made contact with all of the property owners and requested donation of the easements to minimize project costs. To date, six of the permanent and temporary easements have been acquired through donation, and the remaining easements are still pending negotiations.

The owner of 21333 Haggerty Rd. Haggerty Project LLC, negotiated with the City for an amount of \$23,000. This amount values the property at \$7.60 per square foot at a 100% easement value.

The City Attorney reviewed the counteroffer and provided a response in favor of the requested counteroffer amount of \$23,000 (Beth Saarela, October 16, 2019).

RECOMMENDED ACTION: Acceptance of a sidewalk easement from Haggerty Project, LLC, for construction of a sidewalk along the west side of Haggerty Road between Eight Mile Road and Nine Mile Road (parcel 22-36-400-019) in the amount of \$23,000, conditioned upon receipt of a properly executed easement from grantor.

21333 Haggerty Road Location Map



Haggerty Rd

Orchard Hill Pl

 Proposed Sidewalk Easement

		04	03	02	01
		09	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



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



SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, HAGGERTY PROJECT, LLC, a Michigan limited liability company, whose address is 37000 Grand River, Ste 360, Farmington Hills, MI 48355, hereinafter referred to as ("Grantor"), being title holder to the following described parcel of land, to wit:

Description of Parcel:

See Exhibit "A"

Tax Identification Number: 50-22-36-400-019

for and in consideration of One (\$1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant and convey to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375, (hereinafter referred to as "Grantee"), a permanent sidewalk easement, over, upon, across, in, through, and under the following described real property to wit:

See Exhibit "A"

and to enter upon sufficient land adjacent to said sidewalk easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace and maintain lines and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above described easement.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Also a Temporary Grading Easement being part of the above described parcel of land. The temporary grading easement to terminate on the date the contractor completes the above project (not to exceed one (1) year).

SIDEWALK EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-36-400-019)

Parcel of land situated in the SE 1/4 of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 36; thence along the E-W 1/4 line of said Section 36, S 88°59'06" W 60.0 feet to the Point of Beginning; thence S 00°20'25" E 495.03 feet along the Westerly line of Haggerty Road (120 feet wide); thence S 88°59'06" W 539.25 feet; thence N 00°20'25" W 202.51 feet; thence N 88°59'06" E 253.0 feet; thence N 00°20'25" W 292.52 feet; thence N 88°59'06" E 286.25 feet along said E-W 1/4 line to the Point of Beginning. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT

A variable width easement for sidewalk being of land situated in the SE 1/4 of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 36; thence along the E-W 1/4 line of said Section 36, S 88°59'06" W 60.0 feet to the Point of Beginning; thence S 00°20'25" E 192.70 feet along the Westerly line of Haggerty Road (120 feet wide); thence S 00°57'08" W 142.91 feet; thence S 00°09'27" W 25.0 feet; thence S 01°34'04" W 17.24 feet; thence S 02°24'50" E 8.57 feet; thence S 05°34'38" E 40.59 feet; thence S 00°20'25" E 68.26 feet along said Westerly line of Haggerty Road; thence S 88°59'06" W 6.0 feet along the South line of said parcel; thence N 02°08'30" W 70.55 feet; thence N 05°37'11" W 37.72 feet; thence N 02°26'14" W 9.01 feet; thence N 00°46'56" E 42.68 feet; thence N 01°19'50" E 150.0 feet; thence N 01°10'31" E 125.01 feet; thence N 01°40'45" E 60.49 feet; thence N 88°59'06" E 1.37 feet along the E-W 1/4 line of said Section 36 and the North line of said parcel to the Point of Beginning.

Contains 3,150 square feet or 0.072 acres of land, more or less. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING EASEMENT

A parcel of land situated in the SE 1/4 of Section 36, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 36; thence along the E-W 1/4 line of said Section 36, S 88°59'06" W 61.37 feet to the Point of Beginning; thence continuing S 88°59'06" W 3.26 feet; thence S 01°34'24" W 261.77 feet; thence S 00°18'56" E 142.84 feet; thence S 05°49'30" E 24.91 feet; thence S 00°04'06" W 65.87 feet; thence N 88°59'06" E 5.52 feet; thence N 02°08'30" W 70.55 feet; thence N 05°37'11" W 37.72 feet; thence N 02°26'14" W 9.01 feet; thence N 00°46'56" E 42.68 feet; thence N 01°19'50" E 150.0 feet; thence N 01°10'31" E 125.01 feet; thence N 01°40'45" E 60.49 feet to the Point of Beginning.

Contains 1,700 square feet or 0.039 acres of land, more or less. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT PART OF THE SE1/4 OF SECTION 36 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY PARCEL ID# 50-22-36-400-019		SCALE	
		H: 1"=60'	
DATE: 08-29-19		CITY OF NOVI	JOB# 0163-18-0030
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
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**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Approval to award the heating, ventilation, and air conditioning (HVAC) services contact to R.W. Mead & Sons, Inc. for one year with the option of three additional years. The contract includes scheduled inspection, preventative maintenance, and service/repair at an estimated cost of \$64,000.

SUBMITTING DEPARTMENT: Integrated solutions, Facilities Management Division

EXPENDITURE REQUIRED	Estimated \$64,000
AMOUNT BUDGETED	\$64,000
APPROPRIATION REQUIRED	\$ N/A
LINE ITEM NUMBER	814.000 Contractual Services \$27,000 934.000 Building Maintenance \$37,000 For Departments 256.00, 301.00, 337.00, & 442.00

BACKGROUND INFORMATION: The City of Novi contracts HVAC services for the following municipal facilities: Civic Center, Police Station, Indoor Gun Range and Classroom, Department of Public Services, Fire Stations 1,2,3, and 4. Additionally, we have included an option to allow the Library, Ice Arena, and Meadowbrook Commons to leverage this contract, should they choose, for services not covered by existing warranties. The scope of services provided by the vendor is as follows: scheduled preventative maintenance, general repairs and upgrades, and seasonal start-up/shutdown.

This request for proposal was posted on the Michigan Intergovernmental Trade Network (MITN). This process resulted in four vendor proposals for this service. A team comprised of City staff reviewed the proposals. The team evaluated the firm's qualifications and costing for annual preventative maintenance/ inspection, hourly rates, and material markup. After careful review, it is the recommendation of this team to award the HVAC/Professional Services contract to R.W. Mead & Sons, Inc.

RECOMMENDED ACTION: Approval to award the heating, ventilation, and air conditioning (HVAC) services contact to R.W. Mead & Sons, Inc. for one year with the option of three additional years. The contract includes scheduled inspection, preventative maintenance, and service/repair at an estimated cost of \$64,000.



CITY OF NOVI
QUALIFICATIONS QUESTIONNAIRE
HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT

The contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Firm R.W. Mead & Sons, Inc.
Address 33795 Riviera
City, State Zip Fraser, MI 48026
Telephone (586) 296-3650 Fax (586) 294-0410
Mobile (586) 899-5920
Agent's Name (please print) Vaughn Bratten
Agent's Title Service Manager
Email Address vbratten@rwmead.com
Website _____

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No X Yes _____
When: _____
3. How many years has your organization been in business under its present name?
22 years
4. Under what other or former names has your organization operated? _____
R.W. Mead Company
5. How many full time employees? 56 Part time? 2
6. Telephone Numbers for Service Calls
Business Hours: (586) 296-3650
Night & Weekend Hours: (586) 296-3650
7. Provide your procedure for handling night & weekend calls. Include response times.
Failure to provide this information with your proposal will result in the rejection of your

proposal.

If an emergency call is required, the call would come in on the office line. If the call is after normal business hours, the answering service would call the on call personnel who would dispatch the call accordingly.

The response time is 4 (four) hours.

8. Address of your local facility 33795 Riviera, Fraser, MI 48026

9. Does your company inventory replacement parts and components for its service contracts at its local facility? Yes

If not, how does the company acquire replacement parts and components?

If the item is not a truck stock item, the tech will purchase from one of our local vendors. If the item is not in stock at the vendor the customer is made aware that the part needs to be ordered.

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

11. List the scope of services (type of work) you are able to perform.

We are able to meet all of City of Novi's requirements

12. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

****Please see attached form****

13. Provide information about your experience with Johnson Controls Niagara Framework software management system. Provide name of person assigned to our account with this experience, how many years' experience, etc.

Chris Hedlund has control experience. He has been in the trade for 32 years. Aron Roche would continue to be the onsite tech. He has ten years in the trade. Please see the attached service tech experience sheet for all techs names and experience.

14. Will you be using any subcontractors for any work that may be performed under the specifications or that the City may request? If so, provide examples of subcontractors including company name, hourly rates and additional costs including any administrative overhead.

West Electric	20% Mark-Up
Christian Detroit Roofing	20% Mark-Up
Allingham Crane	20% Mark-Up
Anytime Crane	20% Mark-Up

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

- City of Novi, Brandon McCullough, 11-18 to 10-19, 100% complete, \$14,164.00**
- City of Clawson, Matt Hodges, 7-19 to 6-20, 30% complete, \$21,008.00**
- City of Flat Rock, Jim Lancaster, 7-19 to 6-20, 30% complete, \$71,742.00**
- City of Sterling Heights, Todd Macovis, 3 years, T & M for all 3 years**
- Akzo Nobel, Paul Oleszkowicz, T & M contract, no time limit**

16. What is your company's approach (methodology) to maintaining operating efficiency of HVAC equipment under your control?

We are able to meet City of Novi's requirements set forth in this proposal request. We are able to provide the CSD-1 testing on the boilers and provide proper inspection and testing of equipment covered by this agreement.

17. References: Provide at least four (4) references comparable in scope to this RFP. Use an additional sheet if you have more references to provide.

A. Company Name ****PLEASE SEE ATTACHED FORM****
Address _____
Contact Name _____ Phone number _____
Length of contract _____
Type of equipment covered under contract _____

B. Company Name _____
Address _____
Contact Name _____ Phone number _____
Length of contract _____
Type of equipment covered under contract _____

C. Company Name _____
Address _____
Contact Name _____ Phone number _____
Length of contract _____
Type of equipment covered under contract _____

D. Company Name _____
Address _____
Contact Name _____ Phone number _____
Length of contract _____
Type of equipment covered under contract _____

18. Provide any additional information you would like to include.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:  _____

Representative's Name (please print) **Vaughn Bratten** _____

Date **10-10-19** _____



*Contractors - Engineers
Troubleshooters - Maintenance
of Mechanical Systems*

CORPORATE OFFICE
33795 RIVIERA
FRASER, MI 48026
(586) 296-3650
(586) 294-0410 FAX

ANN ARBOR OFFICE
1900 WEST STADIUM
SUITE C3
ANN ARBOR, MI 48103
(734) 662-6675

A Michigan Corporation

References

City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375
Brandon McCullough
248-756-4842
Eleven (11) City Buildings

City of Flat Rock
25500 Gibraltar Road
Flat Rock, MI 48134
Jim Lancaster
734-365-3695
Twelve (12) City Buildings

Akzo Nobel Coatings, Inc.
1845 Maxwell Drive
Troy, MI 48084
Paul Oleszkowicz
248-637-5245
Office & R&D Building

Livonia Rec Center
15100 Hubbard
Livonia, MI 48154
Tom Murphy
734-466-2920
Recreation Center

City of Sterling Heights
38901 Dodge Park Blvd
Sterling Heights, MI 48313
Todd Macovis
586-265-9644
Seventeen (17) City Buildings



- OUR MISSION -
To provide the highest standard of quality and value with a work force motivated by pride
and the confidence in their ability to surpass the expectations of our customers





Contractors - Engineers
Troubleshooters - Maintenance
of Mechanical Systems

CORPORATE OFFICE
33795 RIVIERA
FRASER, MI 48026
(586) 296-3650
(586) 294-0410 FAX

ANN ARBOR OFFICE
1900 WEST STADIUM
SUITE C3
ANN ARBOR, MI 48103
(734) 662-6675

A Michigan Corporation

Service Technician Experience:

<u>Name:</u>	<u>Trade:</u>	<u>Number of years in the trade:</u>
Chris Hedlund	Sheetmetal Journeyman	32 Years
Aron Roche	Sheetmetal Journeyman	10 Years
Vaughn Bratten III	Pipefitter Journeyman	10 Years
Anton Secondino	Pipefitter Journeyman	8 Years
Ethan Scalf	Pipefitter Apprentice	2 Years
Zach Gielegem	Pipefitter Apprentice	1 Year



- OUR MISSION -
To provide the highest standard of quality and value with a work force motivated by pride and the confidence in their ability to surpass the expectations of our customers



Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Division
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Mechanical Contractor License

RICHARD M MEAD
33795 RIVIERA
FRASER, MI 48026

Classifications: 1, 2, 3, 4, 6, 8

License No:
7105223

Expiration Date:
08/31/2022

RICHARD M MEAD
33795 RIVIERA
FRASER, MI 48026

GRETCHEN
WHITMER

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Mechanical Contractor License

L326096

RICHARD M MEAD
33795 RIVIERA
FRASER, MI 48026

Classifications:

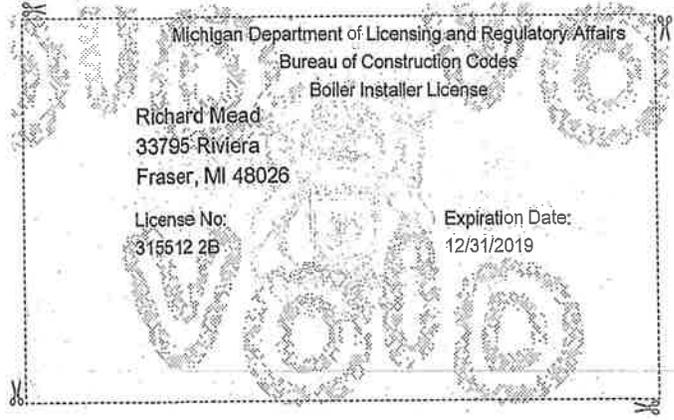
- 1 - Hydronic & Cooling and Process Piping
- 2 - HVAC Equipment
- 3 - Ductwork
- 4 - Refrigeration
- 6 - Unlimited Heating Service
- 8 - Unlimited Refrigeration and Air Conditioning Services

License No.
7105223

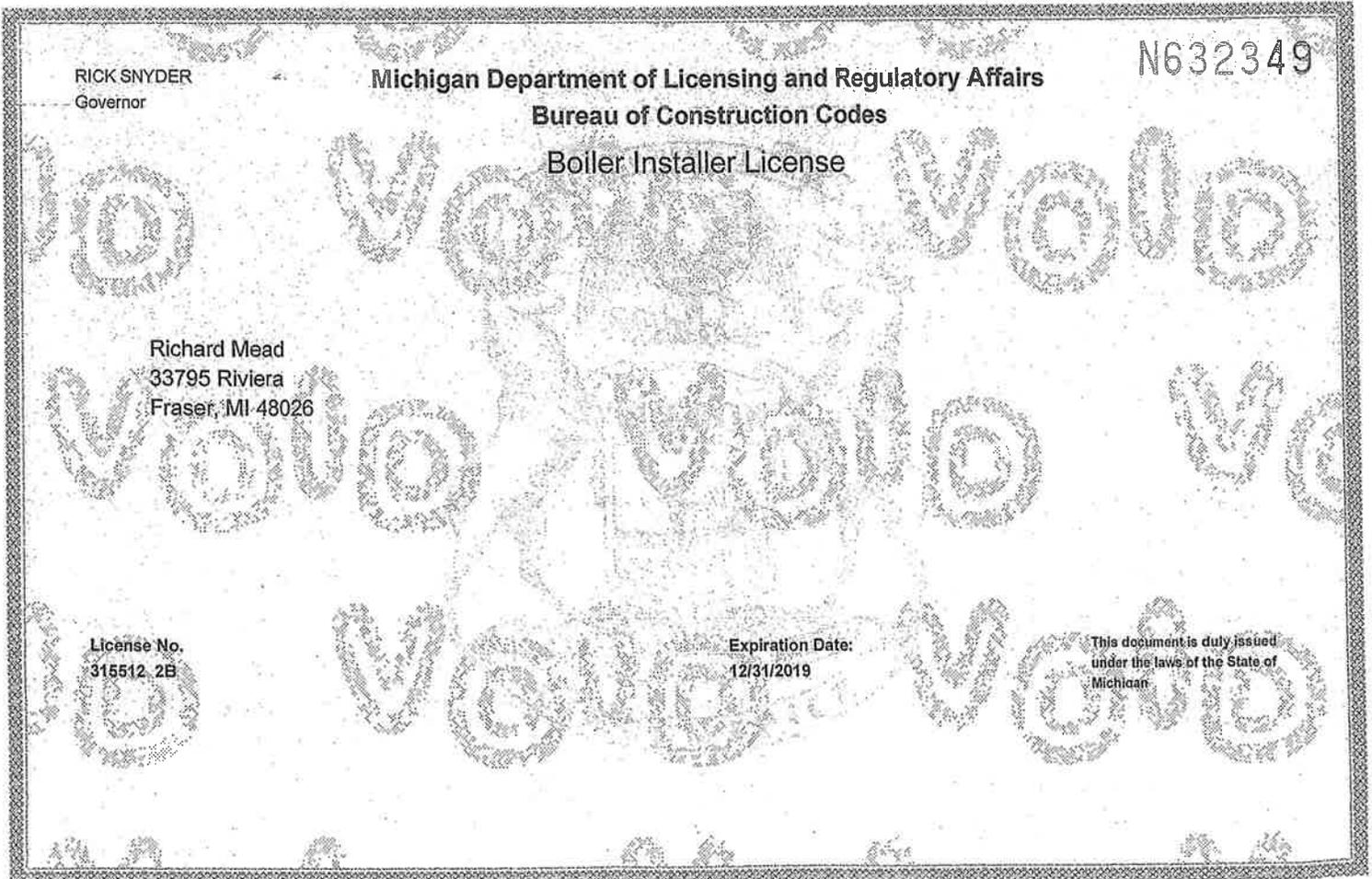
Expiration Date:
08/31/2022

This document is duly issued
under the laws of the State of
Michigan

Licensing Division
P.O. Box 30254
Lansing, MI 48909



Richard Mead
33795 Riviera
Fraser, MI 48026



MICHIGAN
DRIVER LICENSE
NOT FOR FEDERAL IDENTIFICATION

M 300-738-619-159 ISS: 02-21-2019
DOB 03-01-1954 EXP 03-01-2023 030154

RICHARD MYRON MEAD
739860 SYLVIA ST
HARRISON TOWNSHIP MI 48045-1940

Sex M Hgt 507 Eyes BLU
Lic Type 0 End NONE
Restrictions Corrective Lense

DD10000192241830 DONOR
REV 02-21-2011



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

The City of Novi will receive sealed proposals for **HVAC Maintenance/Professional Services Contract** according to the specifications of the City of Novi.

A mandatory pre-proposal meeting and voluntary walk-through will be held Wednesday, September 25, 2019, promptly at 10:00 A.M. beginning at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed proposals, with fee proposals in a separate sealed envelope, will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, October 10, 2019.** Fee proposals will not be opened at this time. Proposals shall be addressed as follows and delivered to:

**CITY OF NOVI
FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "HVAC Maintenance/Professional Services RFP" AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice dated: September 17, 2019

NOTICE TO PROPOSERS:

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



CITY OF NOVI

HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

INSTRUCTIONS TO PROPOSERS

This RFP is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

RFP Issue Date	September 17, 2019
Mandatory Pre-proposal Meeting & Voluntary Walk-through	Wednesday, September 25, 2019, at 10:00 A.M. Novi Civic Center 45175 Ten Mile Rd. Novi, MI 48375
Last Date for Questions	Thursday, October 3, 2019 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Thursday, October 10, 2019 by 2:00 P.M.

MANDATORY PRE-PROPOSAL MEETING & VOLUNTARY WALK-THROUGH

The mandatory pre-proposal meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-proposal meeting on time.

After a brief overview and Q&A session, contractors may participate in a voluntary walk-through of selected facilities. ***We will visit the Civic Center, Police Department and Ice Arena. This will be the only walk-through time scheduled for these buildings. If you need to bring a tech with you, please do it at this time.***

If the contractor would like to visit the remaining facilities, they may contact Tom Woollet, Facilities Management Specialist, at (248) 735-5614 or twoollet@cityofnovi.org to make arrangements.

QUESTIONS

Please email all questions to the person listed above. Please type the name of the RFP in the subject line. If you type anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the RFP, it stipulates a fixed price for products/ services. The contract period will be for one (1) year. Upon mutual consent of the City

of Novi and the successful proposer, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

PROPOSAL SUBMITTALS

Provide **one (1) copy of your proposal**, unbound signed in ink. Proposal may be clipped, but should not be stapled or otherwise bound. No other distribution of the proposal will be made by the Contractor. **Fee Proposals should be sealed in a separate envelope. This envelope may be included in the same package as your technical proposal.** Technical proposal consists of completed questionnaire, other documents requested, licenses/certifications, and other information about your firm that you would like to submit. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone proposals are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show

unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the proposal may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Proposals of "equal" quality and value will be considered, provided that the proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

GENERAL CONDITIONS

TAX EXEMPT STATUS

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

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

FREIGHT CHARGES/SHIPPING/HANDLING

All proposal pricing is to be F.O.B. destination.

CONTRACT TERMINATION

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

TRANSFER OF CONTRACT/SUBCONTRACTING

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

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

NOTICE TO PROPOSERS

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained

this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

NON-DISCRIMINATION

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

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

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

ECONOMY OF PREPARATION

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

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

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with MIOSHA "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

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

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and

(b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

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

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



CITY OF NOVI

HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

SPECIFICATIONS

The City of Novi is seeking proposals from qualified Heating, Ventilating and Air Conditioning Contractors for Scheduled Inspection, Preventive Maintenance and Service/Repairs for City-owned facilities.

QUALIFICATIONS

Contractor must have experience with Johnson Controls **Niagara Framework** software management system.

Contractors wishing to submit a proposal shall have at least five (5) years of similar HVAC experience, and shall submit with their proposal a list of at least four (4) customer references with similar scope of service.

Contractors submitting a proposal must be licensed with the State of Michigan as Mechanical Contractors for Installation and unlimited Systems Repair; licensed with the State of Michigan for Boiler Installation and Repairs; shall be required to register their State Mechanical License with the City of Novi.

Each proposer must submit credentials listing the qualifications of the personnel that will be assigned to this contract, and must have experience with the following types of equipment and systems:

- Boilers and Boiler controls, safeties (with Rule 27 and CSD-1 expertise)
- Screw and Reciprocating chillers
- Centrifugal Chillers
- Direct Expansion Air Conditioning
- Variable and Constant Air Volume Systems
- Fan-Powered Boxes and controls
- Humidification Equipment
- Infrared Heating Equipment
- Forced-air Heating Equipment
- Pneumatic, Electric and Electronic Controls
- Direct Digital Controls
- Computer Room Air Conditioning Equipment

SCOPE OF SERVICE

Scheduled maintenance services, preventive maintenance services, repairs, and other work as requested.

SCHEDULED MAINTENANCE

A. Inspections/Preventive Maintenance

- Inspections/Adjustment and Lubrication of all HVAC Equipment
- Verification that all operating and safety controls are operable and functioning as intended, including adjustment and cycling of controls to ensure their reliability
- Calibration of controls (digital, pneumatic) as applicable
- Check and inspect all belt-driven equipment; replace belts/drives as applicable to ensure reliability.
- Motor, shaft seals, bearing assemblies are to be check and lubricated.
- Check and inspect all refrigeration circuits and charges for adequate charge and/or leaks; record temperatures and pressures for the accumulation of historical data to be used for comparison to prior; and determination of the current state of operation
- Perform oil sampling/analysis in the 'off-season' to assist in determining the status of internal compressor parts/damage prevention.
- Filter replacement for all air-side equipment with filters (bi-annually). Filters will be provided by the City. (Filters to be removed and disposed of by vendor)
- Heating equipment, burners and burner controls are to be checked and cleaned annually; and 'tuned' for maximum firing efficiency
- Worn belts will be replaced (as needed) with new energy efficient cogged v-belts.

Exclusions - The following items are not to be included in the inspection price: Filters, startup or shutdown.

If a repair is necessary, contractor shall notify and provide a complete repair cost estimate to the Owner and receive authorization prior to performing the repair.

The City reserves the right to obtain competitive bids/proposals on all parts or equipment in excess of \$1,000.

B. Start-up/Shutdown

Preventive maintenance will include a start-up/shutdown in the spring & fall on all units in each building. Facility Operations Manager or his designated representative will determine the dates for this work. This will be billed on a time and materials basis.

REPAIRS / SERVICE CALLS

Every activity performed under this proposal is designed to minimize the incidence of unscheduled or emergency situations; however, back-up service shall be provided as often as needed 24-hours a day, weekends and legal holidays included, minimizing

downtime and inconvenience. Contractor will provide telephone numbers for service calls during business hours and after hours.

Service calls reported to the Contractor (by telephone or otherwise), shall be performed within two (2) hours of receipt of notification. In the event service is not provided within this period, the City of Novi reserves the right to call in a service organization of their choice. Contractor will be responsible for any additional labor charges as a result of their failure to respond within the required 2-hour call in time.

Due to the critical nature of off-hour calls, the Contractor must provide their PROCEDURE FOR HANDLING NIGHT AND WEEKEND CALLS with their proposal. Failure to submit with the proposal shall result in rejection of the proposal.

ESTIMATES

There will be no charge for the contractor to come to a City site to evaluate a job or for written cost estimates. *Estimates must be written. Verbal estimates will not be accepted.*

The Facility Operations Manager or his representative will authorize all non-emergency work. The contractor will provide a written "not-to-exceed" estimate on all non-emergency work. The City will not bear any costs for work to develop estimates.

The estimate must include the estimated number of hours, contracted hourly rate, number & type of technicians required, estimated material cost and completion date.

The amount invoiced will represent the actual hours worked and actual materials charges. Therefore, the invoiced amount will rarely, if ever, be the same amount as the estimate.

Work will only be performed with the City's authorization. Actual work will not exceed the estimate. Unreasonable estimates will be deemed cause to terminate this contract.

REPORTING

Contractor must provide 48 hour notice to the City prior to performing scheduled preventive maintenance. Failure to contact the City's representative may result in the unavailability of access to City properties.

The Contractor shall report to the City's representative when on the job. A service report (signed by the City's representative) shall be left with the City's representative detailing the work performed. A service report shall generally include: building location, type of repair (routine, urgent, emergency or after hours), nature of the problem, parts required and cost, labor, number of hours, number of technicians required, hourly rate and summary of work done.

WARRANTY

The successful proposer will provide the City with a minimum of one (1) year parts warranty, or the manufacturer's warranty, whichever is greater, and a minimum of one (1) year warranty on all labor. Contractor shall warrant that all services and repair work performed under this contract shall be free from defects in workmanship and all

manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

CORRECTION OF WORK

The successful proposer will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful proposer will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected proposer.

INVOICING/BILLING PROCEDURE

Invoices for services must include the following:

- Purchase order is required for all projects over \$5,000
- Service report number
- Date of service
- Location – building, department
- Description of services performed
 - Inspection
 - Maintenance
 - Repair
 - Any combination of the above, with hours broken down by category
- Number of technicians utilized for each job
- Labor cost will be broken down to show the actual number of hours worked times the contracted hourly rate.
- Materials cost will be broken down to show contractors cost plus the contracted percentage markup.
- **A copy of an invoice showing contractor's cost for parts must be sent with the City's invoice.**

The City will not pay for travel time, trip charges, or fuel surcharges. Contractor will bill for actual hours on the job site only.

There will be no charge for the contractor to come to a City site to evaluate a job or for written cost estimates.

Invoices may be submitted only for work actually performed and after work is complete. No pre-payments, deposits, or partial payments will be authorized.

Payment will be made after work is approved by the Facilities Manager.

Invoices shall be mailed to the City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, or emailed to: invoices@cityofnovi.org. This email is to be used for invoices & statements only, not for sales or promotion emails. We are unable to respond from this email address. The Finance Department phone number is (248) 347-0465.

Failure to submit invoices to the address above may result in delay of payment.

WORK HOURS AND HOLIDAYS

- a) All planned service under this agreement will be performed during the City's normal work hours, defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. (DPS 7:30 a.m. – 4:00 p.m.)
- b) Regular and routine work shall be performed under this contract during regular business hours and no work will be permitted at night, on Sundays or on holidays unless specifically authorized or directed by the Facility Operations Manager or his representative.
- c) Hourly payment to contractor for hours worked other than 8:00 a.m. to 5 pm, Monday through Friday (DPS 7:30 am – 4 pm) will begin when crew is assembled and equipment is at job site. Hourly payment ends when job is completed at site.
- d) Presently there are thirteen (13) recognized holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. President's Day
 - 4. Good Friday
 - 5. Memorial Day
 - 6. Fourth of July
 - 7. Labor Day
 - 8. Veteran's Day
 - 9. Thanksgiving Day
 - 10. Day after Thanksgiving
 - 11. Christmas Eve
 - 12. Christmas Day
 - 13. New Year's Eve

In the event that equipment must be shut down for an extended period of time, prior approval must be received from the Facility Operations Manager or his representative. The Contractor may be required perform the repair, replacement or maintenance work outside of normal business hours.

INSURANCE REQUIREMENT

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Schedule B of the attached Sample Agreement is to be provided to the City and remain in force during the entire contract period. It is the Contractor's responsibility to make sure the City has a current certificate of insurance on file for the duration of the contract.

PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Novi will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

CLEANUP

Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract. The Contractor shall not allow waste material, or

rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.

DAMAGES

The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work. The Contractor shall be responsible for damage to the City's premises that may be caused by his work. Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

SELECTION CRITERIA

All proposals will be evaluated and ranked. The City reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to the following:

1. **Experience/Qualifications:**

Proposing on this contract shall be limited to individuals, partnerships and corporations actively engaged in the heating/air conditioning services field. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. Proposer shall provide information to the City demonstrating the Proposer's ability to satisfy the requirements set forth in the specifications. The Proposer shall include any and all information pertinent to aiding the City in determining the abilities of the Proposer, including names and qualifications of personnel to be assigned to the City account.

2. **Capacity:**

The Proposer should clearly identify its capability to perform the work as outlined in the specifications. The Proposer should clearly identify all disciplines available within the company and those areas that would be subcontracted. The Proposer should include their areas of expertise, including their familiarity with computerized and electronic control systems. Proposers should clearly identify all available resources within the company and those that are proposed be subcontracted to others.

3. **Comparable Work/References:**

Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

4. **Methodology:**

The Service Company should identify its approach to maintaining operating efficiency of HVAC equipment under their control.

5. **Cost**



CITY OF NOVI

HVAC MAINTENANCE/ PROFESSIONAL SERVICES CONTRACT

LOCATIONS & EQUIPMENT LIST

1. CIVIC CENTER

45175 Ten Mile Rd.
Novi, MI 48375

Equipment

- 4 - Trane AHUs (2 VAV; 2 Constant Volume)
- 1 - Trane screw Chiller
- 2 - Futera HW Boiler
- 1 - Honeywell Air Compressor/dryer (dual)
- 4 - Greenheck Return Air Fans (for AHUs 1-4)
- 5 - Greenheck Exhaust Fans
- 2 - Split A/C systems on roof and in computer room
- 1 - Split A/C systems on roof and in copy room
- 2 - Split A/C systems on roof and in Council Chambers media room room
- 1 - Split A/C- Heating systems on roof and in Studio room
- 8 - Trane Unit heaters
- 3 - Domestic HW Heaters
- 5 - Taco Pumps (CHW, HW and Domestic)
- 4 - Trane Unit Ventilators
- 27 - FP Boxes with reheat Coils/filters

Plus other VAV boxes, controls and appurtenances.

2. POLICE DEPARTMENT

45125 Ten Mile Rd.
Novi, MI 48375

Equipment

- 1 - Carrier Chiller
- 2 - Bryan Boilers
- 2 - Trane AHUs
- 4 - B&G Pumps (HW and CHW)
- 1 - Devilbiss Air Compressor/dryer
- 2 - Carrier AHUs
- 1 - Carrier Condensing Unit
- 2 - Split A/C systems on roof and in computer room
- 1 - Carrier Packaged RTU
- 3 - Roberts-Grodon Infrared Tube heaters
- 1 - Lochinvar Hot Water Heater 119 gal

Plus exhaust fans, VAV boxes, controls and appurtenances

Additional Notes:

- The Trane Air Handlers have new fans, motors and frequency drives.
- Two existing return fans are new.
- One boiler has a new burner assembly.
- All roof mounted exhaust fans are new.
- Temperature controls are new.

3. DPW FACILITY

26300 Lee BeGole Dr.
Novi, MI 48375

DPW was renovated in 2019. The maintenance contract will not include DPW for the first year, but will include it during the two renewal options (year 2 & 3).

Equipment

2 - Temprite Make-up Air Units
3 - AAON packaged H/C RTU
1 - Sterling Make-up Air Unit
2 - Carrier packaged H/C RTU
3 - 10 Ton Packaged RTU
1 - Split A/C systems on roof and in Parks Maintenance Office
10 - Sterling Gas Unit heaters
22 - Reverber-Ray Infrared heaters
2 - Reznor Unit heaters
20 - Exhaust Fans
Plus programmable controls, clocks and other appurtenances

4. INDOOR GUN RANGE

26350 Lee BeGole Drive
Novi, MI 48375

Equipment

1 - Bryant H/C RTU
1 - Bryant Condensing Unit
1 - Floaire MUA
1 - 7.5 Ton Packaged RTU

5. FIRE STATION #1

42975 Grand River Ave
Novi, 48375

Equipment

1 - Trane Packaged H/C RTU
1 - Bryant Condensing Unit
2 - Carrier Furnaces with DX coil
2 - Carrier Condensing Units

3 - Reznor Infrared Tube Heaters
1 - Plymo-vent
Plus miscellaneous exhaust fans, controls and appurtenances

6. FIRE STATION #2

1919 Paramount
Novi, MI 48377

Equipment

2 - Aeon Package RTU (1 gas/1 electric)
2 - Gordon Roberts Infrared Tube Heaters
1 - Plymo-vent
Plus miscellaneous exhaust fans, air compressor, electric cabinet unit heaters,
controls and appurtenances

7. FIRE STATION #3

42785 Nine Mile Rd.
Novi, 48375

Equipment

1 - Bryant RTU
4 - Reverber-Ray Infrared Tube Heaters
1 - Plymo-vent

Plus miscellaneous exhaust fans, controls and appurtenances

8. FIRE STATION #4

49375 Ten Mile Rd. (at Wixom Rd.)
Novi, MI 48374

Equipment

4 - Carrier H/C packaged RTUs
8 - Gordon-Roberts Infrared Tube heaters
8 - Greenheck Exhaust Fans
2 - Plymo-vents
3 - Electric suspended units Task Master
Plus miscellaneous controls and appurtenances

9. FIRE STATION #5 EMS

25804 Beck Road
Novi, MI 48375

Equipment

1 - Carrier 60k BTU 95% 2-Stage Furnace
2 - Ceiling Heaters
1 - Carrier 2-Ton A/C

10. VILLA BARR ART PARK

22600 Napier Road
Novi, MI 48374

Equipment

1- Carrier RTU cooling only
11- Electric baseboard heaters

11. TOWNSHIP HALL

45325 W Ten Mile Rd.
Novi, MI 48375

Equipment

1- Bryant Residential split unit

12. ITC COMMUNITY SPORTS PARK STORAGE BUILDING

51000 Eight Mile Rd,
Novi, MI 48167

Equipment

4- Electric Hanging Unit Heaters

ALTERNATE #1

NOVI ICE ARENA

42400 Nick Lidstrom Drive
Novi, MI 48375

Equipment

Trane Tracer Summit Computer Monitor System
Munters DryCool IceAire AM30 Dehumidification System
2 - Trane Modular Climate Changer Air Handling
4 - ANSI Z21.16 Gas Fired Duct Furnaces **
1 - Make-up Air Furnace **
2 - Teledyne Laars HWH Boilers for Ambient air Heating
Trane AC Chiller – Model # CGAM 080F 2C02 AXD2
4-Baldor Circulation Pumps

- o 2 are dedicated to the heating loop
- o 2 are dedicated to the cooling loop

Plus miscellaneous controls and appurtenances



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

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

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the

City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

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

CONTRACT FOR HVAC SERVICES

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

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

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

Article II. Timing of Performance.

Performance of this Contract shall commence on _____ and end on _____. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor 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/Vendor Relationship.

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

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

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

SAMPLE AGREEMENT

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.

SAMPLE AGREEMENT

- 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 Peter E. Auger and City Clerk Courtney Hanson
Contractor:
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

SAMPLE AGREEMENT

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

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:

1275476.3

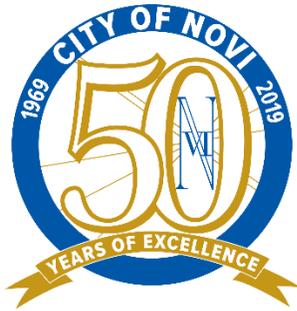
City of Novi
Cumulative Group Total for
RFP HVAC Maintenance Services
October 10, 2019 2:00 p.m.

	Conti Corp	L.J. Rolls	Miller-Boldt	R.W. Mead	Total
Evaluator 1 (TW)	170	165	310	355	1000
Evaluator 2 (SB)	60	170	380	390	1000
Evaluator 3 (TM)	45	265	320	370	1000
Evaluator 4 (BM)	165	200	280	355	1000
Evaluator 5 (MR)	165	255	265	335	1020
TOTAL	605	1055	1555	1805	5020

Rank

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**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Consideration of Ordinance No. 19-195, an Ordinance to Amend the City of Novi Code of Ordinances, at Chapter 12, "Drainage and Flood Damage Prevention," to add Article IV, "Illicit Discharge Elimination Program," to Regulate Non-Stormwater Discharge. **SECOND READING**

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The Illicit Discharge Elimination Program (IDEP) is intended to protect the health, safety and general welfare of the citizens of the City through the regulation of non-stormwater discharges with potential to contaminate the storm drainage system. Adoption of an IDEP ordinance is a requirement of the National Pollution Discharge Elimination System (NPDES) administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Since IDEP is a state requirement necessary to maintain the city's Municipal Separate Storm Sewer System (MS-4) Permit, this ordinance amendment was not presented to the Ordinance Review Committee.

Implementation of the IDEP ordinance has been reviewed by members of the Alliance of Rouge Communities (ARC), including Novi, and similar versions of this IDEP ordinance have been adopted by surrounding communities. EGLE has approved the IDEP ordinance enclosed, which is the Novi City Attorney modified version of the initial ordinance EGLE provided.

The enclosed IDEP ordinance has been reviewed by staff and the City Attorney (Beth Saarela, October 29, 2019), and is recommended for approval.

RECOMMENDED ACTION: Approval of Ordinance No. 19-195, an Ordinance to Amend the City of Novi Code of Ordinances, at Chapter 12, "Drainage and Flood Damage Prevention," to add Article IV, "Illicit Discharge Elimination Program," to Regulate Non-Stormwater Discharge. **SECOND READING**

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 29, 2019

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Illicit Discharge Elimination Program Ordinance

Dear Mr. Croy:

Enclosed please find the Ordinance to adopt an Illicit Discharge Elimination Program with respect to storm water discharges in the City. Adoption of the Ordinance is a requirement of the City's current federal National Pollutant Discharge Elimination System (NPDES) Permit that is administered by the State of Michigan's Department of Environment, Great Lakes, and Energy (EGLE).

The City's NPDES Permit, through the enforcement of the Ordinance, requires the City to locate and eliminate discharge of pollutants going into the City's stormwater system. The Ordinance prohibits any person from discharging pollutants, or water with pollutants, into the stormwater system. If an illegal discharge is discovered by, or reported to the City, the City has the right to inspect the property with the violation, issue a notice of violation requiring particular corrective action, and if the corrective action is not undertaken, issue a citation or take other action under the law, such as file a circuit court action, to abate the violation.

Penalties for violation of the ordinance might include, in addition to the standard penalties of fine and costs for a municipal civil infraction, the cost of abating the violation if the corrective action is not undertaken.

The initial draft of the Ordinance was provided by EGLE to meet the requirements of the City's NPDES Permit. It has been modified by our office to ensure that the City is following due process when enforcing the provisions of the Ordinance, and is consistent with the procedure that the City follows while enforcing other types of municipal civil infraction actions. EGLE has approved the modified version of the Ordinance that is enclosed.

Once approved, a copy of the Ordinance with Certificate of Adoption, should be provided to EGLE to meet the requirements of the City's NPDES Permit.

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
Jeffrey Herczeg, Director of Public Works
Rebecca Runkel, Staff Engineer
Thomas R. Schultz, Esquire

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NOVI

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CITY OF NOVI CODE OF ORDINANCES, AT CHAPTER 12, "DRAINAGE AND FLOOD DAMAGE PREVENTION," TO ADD ARTICLE IV, "ILLICIT DISCHARGE ELIMINATION PROGRAM," TO REGULATE NON-STORMWATER DISCHARGE.

THE CITY OF NOVI ORDAINS:

PART I. That Chapter 12, "Drainage and Flood Prevention," is hereby amended to add Article IV, "Illicit Discharge Elimination Program" which reads as follows:

SECTION 12-91. SHORT TITLE

This Section of Chapter 12 Article IV shall be known and cited as the Illicit Discharge Elimination Program.

SECTION 12-92. STATEMENT OF PURPOSE

The purpose of this Ordinance is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This Ordinance establishes methods for controlling the introduction of pollutants into the municipal storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this Ordinance are:

- (1) To regulate the contribution of pollutants to the municipal storm sewer system by stormwater discharges by any user.
- (2) To prohibit illicit connections and discharges to the municipal storm sewer system.
- (3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this article.

SECTION 12-93. DEFINITIONS

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized enforcement agency means the City of Novi, through its Public Works Department by its Director of Public Works and his/her authorized representatives, which shall specifically include all inspectors and code enforcement, and any other individual designated by the City Manager of the City of Novi to enforce this Ordinance. Where applicable the terms may also mean

the director of the Michigan Department of Environmental Quality or his/her designated official, and/or the United States EPA Administrator or his/her designated official.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

City means the City of Novi, a Michigan municipal corporation.

Clean Water Act means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

County means the County of Oakland.

Construction activity means activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of five acres or more requiring an issued permit and small construction activities impacting one to five acres of land deemed to operate under a national permit. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Section 12-97 of this Ordinance.

Illicit connections mean either of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including, but not limited, to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency, or
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26(b)(14).

MS4 means a municipal separate storm sewer system.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit means a permit issued by United States Environmental Protection Agency (EPA), or by the State of Michigan under authority delegated pursuant to 33 USC § 1342(b) and codified in the Michigan Natural Resources and Environmental Protection Act Protection at MCL 324.101, et seq., that authorizes the discharge of pollutants to waters of the United States or State of Michigan, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm sewer system or storm drainage system means a publicly owned facility by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Stormwater pollution prevention plan means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

SECTION 12-94. APPLICABILITY

This Ordinance shall apply to all water entering the storm drain system generated on any developed or undeveloped lands unless expressly exempted by an authorized enforcement agency.

SECTION 12-95. ENFORCEMENT, RESPONSIBILITY FOR ADMINISTRATION

This Ordinance shall be enforceable by the City's Code Enforcement Officer at the direction of the Director of Public Works or other authorized enforcement agency.

SECTION 12-96. MINIMUM STANDARDS

The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

SECTION 12-97. DISCHARGE PROHIBITIONS

A. Prohibition of illegal discharges.

No person shall discharge or cause to be discharged into the storm drain system or watercourses, any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited; however, the following discharges are exempt from prohibition as described:

(1) The discharges and flows from firefighting activities if they are identified as not being a significant source of pollutants to the waters of the state.

(2) Discharges specified in writing by the Director of Public Works as being necessary to protect public health and safety.

(3) Dye testing, when there has been verbal notification to the Director of Public Works and state department of environmental quality procedures have been followed.

(4) Discharges permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(5) The following discharges or flows if they are identified as not being a significant contributor to violations of water quality standards: water line flushing and discharges from potable water sources; landscape irrigation runoff, lawn watering runoff, and irrigation waters; diverted stream flows and flows from riparian habitats and wetlands; rising groundwaters and springs; uncontaminated pumped groundwater, except for groundwater cleanups specifically authorized by NPDES permits; foundation drains, water from crawl space pumps, footing drains and basement sump pumps; air conditioning condensation; waters from noncommercial car washing; street wash water; dechlorinated swimming pool water from single-, two- or three-family residences. Other swimming pools shall not be discharged to stormwater or to surface waters of the state without NPDES permit authorization from the MDEQ.

B. Prohibition of illicit connections.

(1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.

(2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(3) A person is considered to be in violation of this article if the person connects a line conveying sewage to a storm drain system or MS4, or allows such a connection to continue.

C. Prohibition of Direct Dumping or Disposal of Materials into the MS4.

(1) The direct dumping of materials or discharges into the MS4 is prohibited except for those illicit discharges identified as not being a significant contributor to violations of water quality standards.

SECTION 12-98. RIGHT OF ENTRY

The Director of Public Works and the City's Code Enforcement Officer or other authorized enforcement agency shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing of suspected non-stormwater discharges in accordance with the provisions of this article. Refusal of reasonable access to the Director of Public Works, the City's Code Enforcement Officer, and/or representatives of the authorized enforcement agency to any part of the premises is a violation of this article.

SECTION 12-99. SUSPENSION OF STORM SEWER SYSTEM ACCESS

A. Suspension due to illicit discharges in emergency situations.

The Code Enforcement Officer at the direction of the Director of Public Works or other authorized enforcement agency may seek immediate injunctive relief to suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or the Waters of the United States or this state. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the United States or this state, or to minimize danger to persons.

B. Suspension due to the detection of illicit discharge.

Any person discharging to the storm sewer system in violation of this article may have their storm sewer system access terminated by the order of the District Court if such termination would abate or reduce an illicit discharge. The Code Enforcement Officer or Director of Public Works will notify a violator of the proposed termination of its storm sewer system access.

SECTION 12-100. INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be

required in a form acceptable to the Director of Public Works prior to the allowing of discharges to the MS4.

SECTION 12-101. MONITORING OF DISCHARGES

The Director of Public Works has the right to require non-residential dischargers to install monitoring equipment as necessary, in accordance with Court Order, if a non-stormwater discharge is suspected. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

SECTION 12-102. REQUIREMENTS TO PREVENT, CONTROL, AND REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES

The Director of Public Works or his designee will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a storm water pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

SECTION 12-103. NOTIFICATION OF SPILLS

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director of Public Works within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

SECTION 12-104. ENFORCEMENT

A. Notice of Violation

Whenever the Director of Public Works or his designee determines that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the City of Novi may issue a notice of violation to the responsible person and the owner of the property where the violation is occurring- requiring within a period set forth within the notice. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of storm water pollution or contamination of hazards and the restoration of any affected property; and
- (5) Payment of a fine to cover administrative and remediation costs; and
- (6) The implementation of source control or treatment BMPs.

B. Abatement of a Violation.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall advise that, should the violator fail to remediate or restore within the established deadline, the City may issue a municipal civil infraction citation and may seek an order of the District Court requiring the restoration to be completed within an established deadline and authorizing the City or its designee to complete the work at the violator's expense.

C. Penalties.

Violations of this Article shall be a municipal civil infraction as set forth within Section 1-11 of this Code.

SECTION 12-105. COST OF THE ABATEMENT OF THE VIOLATION

In the event the violator fails to correct the violation as required, and the City undertakes the corrective action in accordance with an order of the District Court, within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The court order may provide that if the amount due is not paid within a timely manner, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Unpaid assessments may be placed on the City's delinquent tax roll and may be collected as unpaid taxes.

SECTION 12-106. REMEDIES NOT EXCLUSIVE

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies, including, but not limited to circuit court actions in law or equity.

PART II. 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 III. 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 IV. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PART V. Effective Date. The provisions of this Ordinance are ordered to take effect following publication in the manner prescribed by the Charter of the City of Novi.

PART VI. Adoption. This ordinance is hereby declared to have been adopted by the Novi City Council in a meeting thereof duly held and called on the ___ day of _____, 2019, in order to be given publication in the manner prescribed by the Charter of the City of Novi.

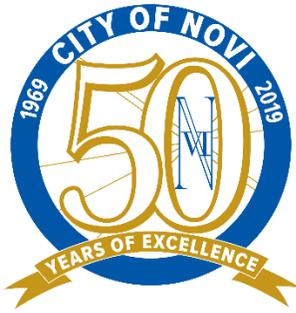
Moved by _____ and supported by _____.

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 the _____ day of _____, 2019.

Cortney Hanson, City Clerk



**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Servman, LLC for the Suburban Showplace Expansion project located west of Taft Road and north of Grand River Avenue (parcel 50-22-16-176-021 and 50-22-16-251-024).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The owner of the Suburban Showplace Expansion, Servman, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, August 22, 2018) and the City Engineering consultant (Spalding DeDecker, August 21, 2018), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Servman, LLC for the Suburban Showplace Expansion project located west of Taft Road and north of Grand River Avenue (parcel 50-22-16-176-021 and 50-22-16-251-024).

Suburban Showplace Expansion SDFMEA

Location Map

K Dr

Twelve Mile Rd

Adjacent Parcel
Same Ownership as Suburban Showplace
50-22-16-176-021

Suburban Showplace
50-22-16-251-024

Access Rd

Grand River Ave

Heyn Dr

Mandalay Cir

Taft Rd

Taft Rd

Taft Rd

Andes Hills Ct

Map Author: Kate Richardson
Date: 11/13/2019
Project: Suburban Showplace Expansion SDFMEA
Version: 1.0

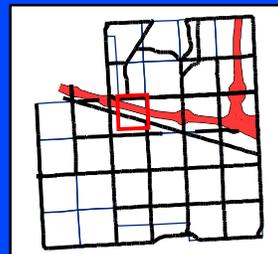
Amended By:
Date:
Department:

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. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Legend

 Subject Parcels



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@jrsjlaw.com

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



JOHNSON ROSATI
SCHULTZ JOPPICH

August 22, 2018

Jeffrey Herczeg, Director of Public Services
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

Re: Suburban Collection Expansion JSP16-0012
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Herczeg:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Suburban Collection Expansion. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved 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.

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

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH

A handwritten signature in black ink, appearing to be 'Elizabeth K. Saarela', written over the typed name.

Elizabeth K. Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 1st day of August, 2018, by and between SERVMAN, LLC, a Michigan Limited Liability Company, whose address is 46100 Grand River Ave., Novi, MI 48374 (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").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 16 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 Parking Lot development on the Property.
- B. The Parking Lot 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
SERVMAN, LLC

[Signature]
By: Blair Bruman
Its: member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 1 day of August 2018
by Blair Bruman, as the member of Servman LLC.

TERRI L. FREYTAG
Notary Public, State of Michigan
County of Oakland
My Commission Expires 02-03-2019
Acting In the County of Oakland

[Signature]
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 2/3/2019

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 Oakland 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

PROPOSED DRAINAGE FACILITY EASEMENT SKETCH

EXHIBIT "A"

EXPANSION PARCEL 2 PROPERTY DESCRIPTION- TAX I.D. # 22-16-176-021

PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 6 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, LYING NORTH OF THE CENTERLINE OF GRAND RIVER AVENUE, DESCRIBED AS: COMMENCING AT CENTER SECTION 16; THENCE N.01°46'35"W. 23.92 FEET ALONG NORTH AND SOUTH 1/4 LINE OF SECTION 16 TO CENTERLINE OF GRAND RIVER AVENUE; THENCE N.73°01'13"W. 266.98 FEET AND N.73°22'22"W. 43.50 FEET ALONG CENTERLINE OF GRAND RIVER AVENUE TO THE POINT OF BEGINNING; THENCE N.73°22'22"W. 277.91 FEET ALONG SAID CENTERLINE; THENCE N.01°53'11"W. 1102.21 FEET; THENCE S.87°31'24"W. 761.28 FEET; THENCE N.01°53'11"W. 482.62 FEET; THENCE S.74°00'10"E. 798.01 FEET; THENCE S.70°45'10"E. 276.25 FEET; THENCE S.02°18'36"E. 1201.22 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DEEDED FOR ROAD PURPOSES AS DISCLOSED BY WARRANTY DEED RECORDED IN L. 28993, P.875 OF OAKLAND COUNTY RECORDS.

EXHIBIT "B"

**LONG TERM MAINTENANCE SCHEDULE FOR
SUBURBAN COLLECTION SHOWPLACE EXPANSION
IN THE CITY OF NOVI, MICHIGAN**

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS			FREQUENCY
	C.B.S. INLETS & STORM SEWERS	DETENTION BASIN & OUTLET	RIP-RAP APRONS & SPILLWAY	
MONITORING/INSPECTION				
INSPECT FOR SEDIMENT ACCUMULATION	X	X		ANNUALLY
INSPECT FOR FLOATABLES DEAD VEGETATION & DEBRIS	X	X		ANNUALLY & AFTER MAJOR EVENTS
INSPECT FOR EROSION OF SLOPES		X	X	AFTER MAJOR EVENTS
INSPECT PLANTING AND VEGETATION		X		SEMI-ANNUALLY
PREVENTIVE MAINTENANCE				
MOWING OF SLOPES		X		MIN. 4 TIMES/YR.
REMOVE ACCUMULATED SEDIMENT	X	X		AS NEEDED WHEN REACHING 6" DEPTH
REMOVE FLOATABLES & DEBRIS	X	X		AS NEEDED
CLEAN OR REPLACE STONE FILTERS		X		BI-ANNUALLY
REMEDIAL ACTIONS				
REPAIR/STABILIZE ERODED AREAS		X	X	AS NEEDED
REPLACE DEAD PLANTINGS		X		AS NEEDED
REDEED BARE GRASS AREAS		X		AS NEEDED
MAKE STRUCTURAL REPAIRS	X	X	X	AS NEEDED

NOTE: ANNUAL INSPECTION & REPAIR COSTS ESTIMATED TO BE \$4,000.00

<p>PREPARED FOR:</p> <p>TBON, LLC 46100 GRAND RIVER AVE. NOVI, MICHIGAN 48374 PHONE: 248/348-5600</p>	<p>JOB NO.</p> <p align="center">1606</p>	<p align="center">PROPOSED EASEMENT SKETCH</p>  <p>ENVIRONMENTAL ENGINEERS, INC. 18620 WEST TEN MILE ROAD SOUTHFIELD, MICHIGAN 48075 PHONE: 248/424-9610</p>
	<p>SCALE</p> <p>1"=300'</p>	
	<p>DATE</p> <p>08/15/16</p>	
	<p>REVISION</p>	
	<p>SHEET 2 OF 3</p>	

PROPOSED DRAINAGE FACILITY EASEMENT SKETCH

EXHIBIT "C"

PROPOSED STORMWATER DETENTION BASIN NO. 4 ACCESS EASEMENT DESCRIPTION

AN EASEMENT FOR ACCESS TO A STORMWATER DRAINAGE FACILITY BEING DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, LYING NORTH OF THE CENTERLINE OF GRAND RIVER AVENUE, DESCRIBED AS: COMMENCING AT CENTER SECTION 16; THENCE N.01°46'33"W. 78.19 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GRAND RIVER AVENUE (100 FEET WIDE); THENCE ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY N.72°57'23"W. 65.24 FEET AND N.73°11'03"W. 245.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N.73°11'03"W. 15.88 FEET; THENCE N.02°18'36"W. 1034.07 FEET; THENCE N.68°03'05"W. 136.01 FEET; THENCE N.02°18'36"W. 126.90 FEET; THENCE N.87°41'24"E. 44.50 FEET; THENCE S.02°18'36"E. 24.00 FEET; THENCE S.67°41'24"W. 20.50 FEET; THENCE S.02°18'36"E. 87.39 FEET; THENCE S.68°03'05"E. 126.14 FEET; THENCE S.02°18'36"E. 1058.84 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"

PROPOSED STORMWATER DETENTION BASIN NO. 4 EASEMENT DESCRIPTION

AN EASEMENT FOR A STORMWATER DRAINAGE FACILITY BEING DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, COMMENCING AT CENTER SECTION 16; THENCE N.01°46'33"W. 78.19 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GRAND RIVER AVENUE (100 FEET WIDE); THENCE ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY N.72°57'23"W. 65.24 FEET AND N.73°11'03"W. 245.65 FEET; THENCE N.02°18'36"W. 1081.32 FEET TO THE POINT OF BEGINNING; THENCE N.68°03'05"W. 103.65 FEET; THENCE N.02°18'36"W. 150.60 FEET; THENCE S.70°45'10"E. 101.61 FEET; THENCE S.02°18'36"E. 155.85 FEET TO THE POINT OF BEGINNING.

<p><u>PREPARED FOR:</u></p> <p>TBON, LLC 46100 GRAND RIVER AVE. NOVI, MICHIGAN 48374 PHONE: 248/348-5600</p>	JOB NO.	1606	<p>PROPOSED EASEMENT SKETCH</p>
	SCALE	1"=300'	
	DATE	08/15/16	 <p>ENVIRONMENTAL ENGINEERS, INC. 16620 WEST TEN MILE ROAD SOUTHFIELD, MICHIGAN 48075 PHONE: 248/424-8810</p>
	REVISION		
	SHEET	3 OF 3	

August 21, 2018

Theresa Bridges, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Suburban Collection Showplace Expansion - Acceptance Documents Review
Novi # JSP16-0012
SDA Job No. NV16-229
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Ms. Bridges:

We have reviewed the Acceptance Document Package received by our office on May 11, 2018 against the Final Site Plan (Stamping Set) approved on March 1, 2017. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement – (executed 8/8/2018: exhibit dated 2/28/2017) – Exhibits Approved.
2. On-Site Water System Easement (Abandonment) – (unexecuted: exhibit dated 8/15/2016) – Exhibits Approved.
3. Storm Water and Surface Drainage Easement – (executed 8/8/2018: exhibit dated 8/15/2016) – Exhibits Approved.
4. Storm Drainage Facility / Maintenance Easement Agreement – (executed 8/1/2018: exhibit dated 8/15/2016) – Exhibits Approved.
5. Cross Access Easement – (executed 8/8/2018: exhibit dated 2/28/2017) – Exhibits Approved.

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, the following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

6. Bill of Sale: Water Supply System – PROVIDED - APPROVED
7. Full Unconditional Waivers of Lien from contractors installing public utilities – PROVIDED – APPROVED.
8. **Sworn Statement – PROVIDED – REJECTED – Sworn Statement must be signed by the developer not the subcontractor.**

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 Reports dated October 31, 2016 & December 8, 2016 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.

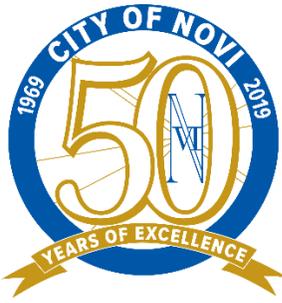
Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): George Melistas, City Engineering Senior Manager
 Cortney Hanson, City Clerk
 Beth Saarela, Johnson Rosati, Schultz, Joppich PC
 Sarah Marchioni, City Building Project Coordinator
 Ted Meadows, Spalding DeDecker
 Taylor Reynolds, Spalding DeDecker
 Darcy Rechtien, City Construction Engineer
 Angie Sosnowski, City Community Development Bond Coordinator



**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Approval of Traffic Control Order 19-06 for a designated No Parking zone located on Bernstadt Street, approximately 200 feet south of South Lake Drive.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: Bernstadt Street is a variable width road with portions as narrow as 15-feet in some locations. This is narrower than the standard 28-foot width typical for residential streets, which can make it difficult to maintain adequate width for traffic with parking along the side of the street. To help improve driveway access in one area, a No Parking zone is proposed over a 35-foot area on the east side of Bernstadt Street, approximately 200 feet south of South Lake Drive.

Traffic control orders are required under the Uniform Traffic Code to enforce traffic control signs installed on public streets. Staff has prepared the following traffic control order for approval by City Council.

TCO No.	Description
19-06	No Parking on Bernstadt Street 200 feet south of South Lake Dr.

RECOMMENDED ACTION: Approval of Traffic Control Order 19-06 for a designated No Parking zone located on Bernstadt Street, approximately 200 feet south of South Lake Drive.

Bernstadt TCO

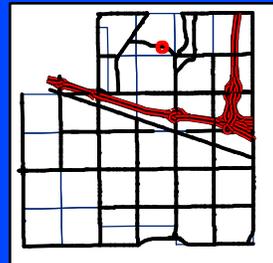
Location Map



Map Author: Croy
Date: 11/12/19
Project: N/A
Version #: v1.0

MAP INTERPRETATION NOTICE

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



City of Novi

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



1 inch = 40 feet



**CITY OF NOVI
TRAFFIC CONTROL ORDER**

____ SPEED
 X PARKING
____ OTHER

DATE OF ORDER: 11/25/19

CONTROL NUMBER: 19-06

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY GEORGE D. MELISTAS, ENGINEERING SENIOR MANAGER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

Bernstadt Street

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC SERVICES ERECT AND MAINTAIN THE NO PARKING SIGN(S) IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGN(S) TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

NO PARKING ALONG EAST SIDE OF BERNSTADT ST AT A POINT 200 FEET SOUTH OF SOUTH LAKE DRIVE.



Ben Croy - Traffic Engineer
Dated: 11/13/2019

APPROVED BY CITY COUNCIL

TRAFFIC CONTROL ORDER NUMBER 19-06 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEROF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

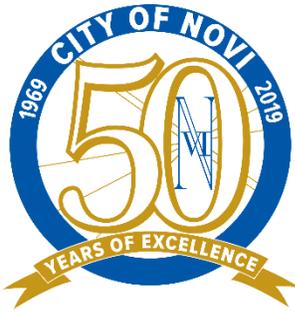
IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF AFORESAID,

NO PARKING ALONG EAST SIDE OF BERNSTADT ST AT A POINT 200 FEET SOUTH OF SOUTH LAKE DRIVE.

ADOPTED AT THE REGULAR MEETING OF
CITY COUNCIL ON 11/25/2019.

By: _____
Robert J. Gatt, Mayor

By: _____
Cortney Hanson, City Clerk



**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Approval of resolution to revise and update the precinct boundaries and polling locations in the City of Novi.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION: The last major change to our precinct boundaries occurred in 2007/2008. As the City has grown, it's become necessary to evaluate and rearrange voting precinct boundaries and polling locations to better accommodate our current and potential future voters. Many factors were taken into consideration, including number of active voters within a proposed boundary, proximity to an appropriate potential polling location, approved future residential developments, and aligning the precinct boundaries with school district boundaries.

Precinct boundary changes must receive approval from the Election Commission and City Council (per the Charter) prior to being submitted to the Bureau of Elections by January 10, 2020 for implementation. The Election Commission unanimously approved the proposal during their October 28th meeting.

These proposed precinct boundary changes result in the City adding three precincts, for a total of 25 precincts and includes four new polling locations. We have signed precinct agreements for all existing and proposed polling locations.

RECOMMENDED ACTION: Approval of resolution to revise and update the precinct boundaries and polling locations in the City of Novi.

MICHIGAN ELECTION LAW (EXCERPT)
Act 116 of 1954

168.654a Election precinct; composition; “clearly observable boundaries” defined.

Sec. 654a. (1) Except as otherwise provided in this section, an election precinct under this act shall be composed as nearly as practicable of compact and contiguous territory and shall have clearly defined and clearly observable boundaries. An election precinct in existence on the effective date of the amendatory act that added this section that does not comply with this section shall be divided, consolidated, or reestablished to comply with this section not later than 210 days before the primary next preceding the 1996 general November election.

(2) As used in this section, “clearly observable boundaries” includes 1 or more of the following:

(a) A named road or street.

(b) A road or highway that is part of the federal, state primary, or state secondary road system.

(c) A river, stream, or drainage feature that is 40 feet or more in width.

(d) A natural or constructed permanent physical feature that is shown on an official county, city, or township map issued by the department of transportation or a United States geological survey topographical map.

(e) An apartment building, a dormitory, or other permanent multiple-unit housing structure.

(f) Any line or demarcation that meets the requirements of and is recognized by the United States bureau of the census.

History: Add. 1994, Act 401, Imd. Eff. Dec. 29, 1994.

Popular name: Election Code

MICHIGAN ELECTION LAW (EXCERPT)
Act 116 of 1954

168.662 Designating place of holding election in city, village, or township; polling places; use of publicly owned or controlled buildings; rental or erection of buildings; facilities; central polling places; abolishment; compliance with voting accessibility.

Sec. 662. (1) The legislative body in each city, village, and township shall designate and prescribe the place or places of holding an election for a city, village, or township election, and shall provide a suitable polling place in or for each precinct located in the city, village, or township for use at each election. Except as otherwise provided in this section, school buildings, fire stations, police stations, and other publicly owned or controlled buildings shall be used as polling places. If it is not possible or convenient to use a publicly owned or controlled building as a polling place, the legislative body of the city, township, or village may use as a polling place a building owned or controlled by an organization that is exempt from federal income tax as provided by section 501(c) other than 501(c)(4), (5), or (6) of the internal revenue code of 1986, or any successor statute. The legislative body of a city, township, or village shall not designate as a polling place a building that is owned by a person who is a sponsor of a political committee or independent committee. A city, township, or village shall not use as a polling place a building that does not meet the requirements of this section. As used in this subsection, "sponsor of a political committee or independent committee" means a person who is described as being a sponsor under section 24(3) of the Michigan campaign finance act, 1976 PA 388, MCL 169.224, and includes a subsidiary of a corporation or a local of a labor organization, if the corporation or labor organization is considered a sponsor under section 24(3) of the Michigan campaign finance act, 1976 PA 388, MCL 169.224.

(2) The legislative body in each city, village, and township shall make arrangements for the rental or erection of suitable buildings for use as polling places if publicly owned or controlled buildings are not available, and shall have the polling places equipped with the necessary facilities for lighting and with adequate facilities for heat and ventilation. The legislative body may establish a central polling place or places for 6 precincts or less if it is possible and convenient for the electors to vote at the central polling place. The legislative body may abolish other polling places not required as a result of the establishment of a central polling place.

(3) The legislative body of a city, village, or township may establish a polling place at a for profit or nonprofit residence or facility in which 150 persons or more aged 62 or older reside or at an apartment building or complex in which 150 persons or more reside. A township board may provide polling places located within the limits of a city that has been incorporated from territory formerly a part of the township, and the electors of the township may cast their ballots at those polling places. If 2 contiguous townships utilize a combined township hall or other publicly owned or controlled building within 1 of the township's boundaries and outside of the other township's boundaries, and there is not another publicly owned or controlled building or a building owned or controlled by an organization that is exempt from federal income tax, as provided by section 501(c), other than 501(c)(4), (5), or (6), of the internal revenue code of 1986, available or suitable for a polling place within the other township, then each township board may provide a polling place in that publicly owned building for 1 or more election precinct.

(4) The legislative body of a city, village, or township shall not establish, move, or abolish a polling place less than 60 days before an election unless necessary because a polling place has been damaged, destroyed, or rendered inaccessible or unusable as a polling place.

(5) The legislative body of a city, village, or township shall ensure that a polling place established under this section is accessible and complies with the voting accessibility for the elderly and handicapped act and the help America vote act of 2002.

(6) As used in this section, "accessible" means the removal or modification of policies, practices, and procedures that deny an individual with a disability the opportunity to vote, including the removal of physical barriers as identified in section 261(b) of the help America vote act of 2002, 42 USC 15421, so as to ensure individuals with disabilities the opportunity to participate in elections in this state.

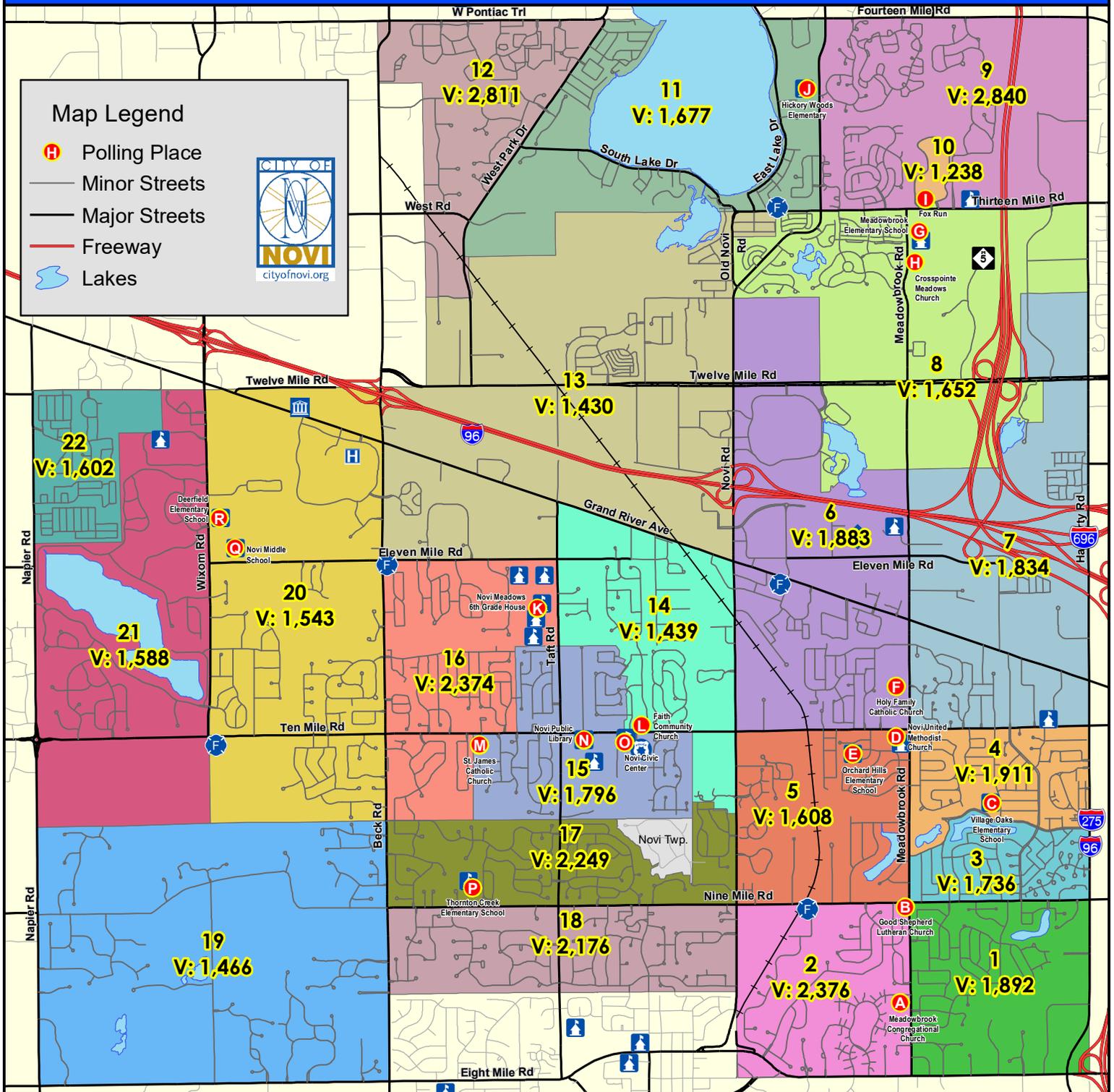
History: 1954, Act 116, Eff. June 1, 1955;—Am. 1955, Act 271, Imd. Eff. June 30, 1955;—Am. 1974, Act 165, Imd. Eff. June 23, 1974;—Am. 1995, Act 261, Eff. Mar. 28, 1996;—Am. 1996, Act 207, Imd. Eff. May 21, 1996;—Am. 1999, Act 216, Imd. Eff. Dec. 28, 1999;—Am. 2004, Act 13, Imd. Eff. Feb. 26, 2004;—Am. 2004, Act 92, Imd. Eff. Apr. 26, 2004.

Popular name: Election Code

CURRENT CITY OF NOVI VOTING PRECINCTS & POLLING LOCATIONS

Map Legend

- H Polling Place
- Minor Streets
- Major Streets
- Freeway
- Lakes



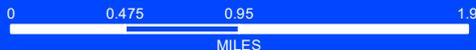
Polling Location Details			
1 A Meadowbrook Congregational Church 21355 Meadowbrook Rd	5 E Orchard Hills Elementary School 41900 Quince St.	13 K Novi Meadows 6th Grade House 25299 Taft Rd	17, 18 O Novi Civic Center 45175 W Ten Mile Rd
2 B Good Shepherd Lutheran Church 41415 Nine Mile Rd	6, 7 F Holy Family Catholic Church 24505 Meadowbrook Rd	14 L Faith Community Church 44400 W Ten Mile Rd	19 P Thornton Creek Elementary School - 46180 W Nine Mile Rd
3 C Village Oaks Elementary School 23333 Willowbrook	8 G Meadowbrook Elementary School 29200 Meadowbrook Rd	15 M St. James Catholic Church 46325 W Ten Mile Rd	20, 21 Q Novi Middle School 49000 11 Mile Road
4 D Novi United Methodist Church 41671 Ten Mile Rd	9, 11 H Crosspointe Meadows Church 29000 Meadowbrook Road	16 N Novi Public Library 45255 West Ten Mile Rd	22 R Deerfield Elementary School 26500 Wixom Road
	10 I Fox Run 41000 Thirteen Mile Rd		
	12 J Hickory Woods Elementary 30655 Novi Rd		

CITY OF NOVI

CITY CLERK'S OFFICE
45175 TEN MILE ROAD
NOVI, MI 48375-3024
(248) 347-0456
CITY CLERK: CORTNEY HANSON
MAP AUTHOR: KERI BLOUGH



NORTH



MILES
Map Print Date: October 23, 2019

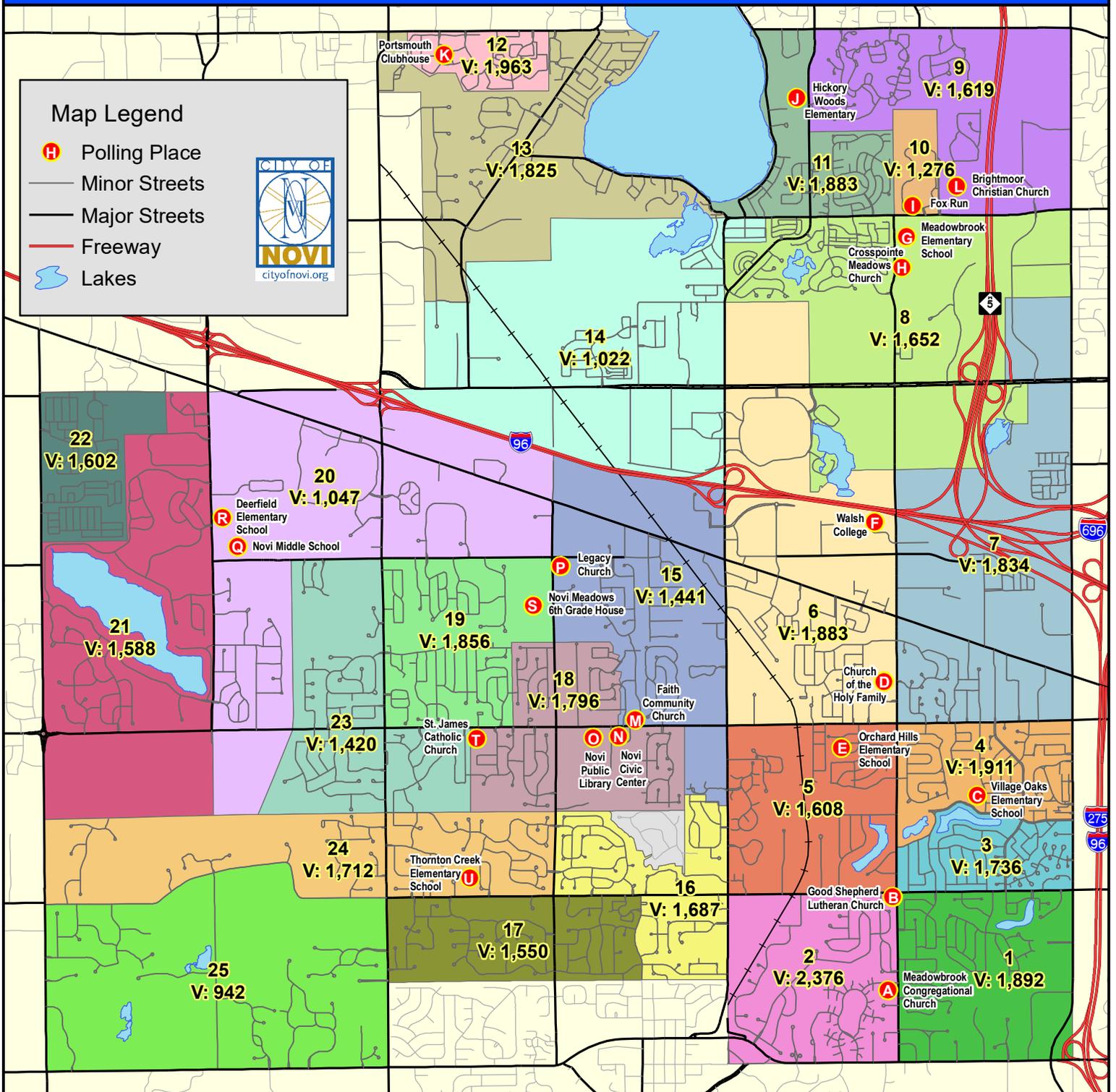
MAP INTERPRETATION NOTICE

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.

PROPOSED CITY OF NOVI VOTING PRECINCTS & POLLING LOCATIONS

Map Legend

- Polling Place
- Minor Streets
- Major Streets
- Freeway
- Lakes



Polling Location Details

<p>1 A Meadowbrook Congregational Church 21355 Meadowbrook Rd</p> <p>2 B Good Shepherd Lutheran Church 41415 Nine Mile Rd</p> <p>3 C Village Oaks Elementary School 23333 Willowbrook Dr</p> <p>4, 6 D Church of the Holy Family 24505 Meadowbrook Rd</p> <p>5 E Orchard Hills Elementary School 41900 Quince St</p>	<p>7 F Walsh College 41500 Gardenbrook Rd</p> <p>8 G Meadowbrook Elementary School 29200 Meadowbrook Rd</p> <p>9, 14 H Crosspointe Meadows Church 29000 Meadowbrook Rd</p> <p>10 I Fox Run 41000 Thirteen Mile Rd</p> <p>11 J Hickory Woods Elementary 30655 Novi Rd</p>	<p>12 K Portsmouth Clubhouse 31170 Wellington Dr</p> <p>13 L Brightmoor Christian Church 40800 Thirteen Mile Rd</p> <p>15 M Faith Community Church 44400 W Ten Mile Rd</p> <p>16, 17 N Novi Civic Center 45175 W Ten Mile Rd</p>	<p>18 O Novi Public Library 45255 West Ten Mile Rd</p> <p>19 P Legacy Church 45301 W Eleven Mile Rd</p> <p>20, 21 Q Novi Middle School 49000 Eleven Mile Rd</p> <p>22 R Deerfield Elementary School 26500 Wixom Rd</p> <p>23 S Novi Meadows 6th Grade House 25299 Taft Rd</p>	<p>24 T St. James Catholic Church 46325 W Ten Mile Rd</p> <p>25 U Thornton Creek Elementary School - 46180 W Nine Mile Rd</p>
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CITY OF NOVI
CITY CLERK'S OFFICE
45175 W TEN MILE ROAD
NOVI, MI 48375-3024
(248) 347-0456
CITY CLERK: CORTNEY HANSON



Map Print Date: October 9, 2019
Map Author: Keri Blough



MAP INTERPRETATION NOTICE

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CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION OF THE ELECTION COMMISSION TO REVISE AND CHANGE THE BOUNDARIES AND LOCATIONS OF VOTING PRECINCTS IN THE CITY OF NOVI

At a meeting of the City of Novi Election Commission, Oakland County, Michigan, held in the City Hall at 45175 Ten Mile Road, Novi, Michigan 48375, on the 28th day of October, 2019 at 3:00 p.m.

PRESENT: Clerk Hanson, Commission Copes, Commissioner Superfisky

ABSENT: None

The following preamble and Resolution were offered by Commissioner Copes and supported by Commissioner Superfisky.

WHEREAS, the City of Novi has 22 voting precincts and 18 polling locations, as established in 2015; and

WHEREAS, due to the growth and development of the City of Novi, it is necessary and reasonable to change several precinct boundary lines to accommodate the increased population in certain areas of the City; and

WHEREAS, the rearrangement of precinct boundaries are governed under Michigan Election Law, MCL 168.654-661, and must be submitted to the Michigan Department of State by January 7, 2020; and

WHEREAS, all planned precinct boundary changes must be approved by the local Election Commission and by the City Council; and

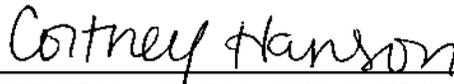
WHEREAS, these proposed changes will reduce foot traffic, parking congestion, and reduce the length of lines, thus encouraging voter participation; and

NOW, THEREFORE, BE IT RESOLVED, the City of Novi Election Commission approves the precinct boundary changes and polling location changes resulting in 25 precincts and 21 polling locations.

AYES: Copes, Superfisky, Hanson

NAYS: None

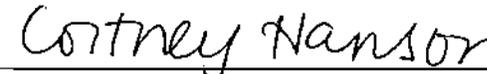
RESOLUTION DECLARED ADOPTED.



CORTNEY HANSON, CITY CLERK

CERTIFICATION

I, Cortney Hanson, Clerk of the City of Novi, State of Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution duly adopted by the City of Novi Election Commission at a regular meeting held on the 28th day of October, 2019.



CORTNEY HANSON, CITY CLERK

**RESOLUTION
APPROVING POLLING LOCATIONS AND CHANGES IN BOUNDARIES FOR VOTING
PRECINCTS**

WHEREAS, The City of Novi has 22 voting precincts and 18 polling locations, as established in 2015. Since that time, increases in population have created a need to expand the number of precincts to 25 and the number of polling locations to 21;

WHEREAS, All planned precinct boundary changes were granted by the local Election Commission and must be approved by the City Council;

WHEREAS, The rearrangement of precinct boundaries are governed under Michigan Election Law, MCL 168.654-661, and must be submitted to the Michigan Department of State by January 10, 2020; and

WHEREAS, These proposed changes will reduce foot traffic, parking congestion, and reduce the length of lines, thus encouraging voter participation;

NOW, THEREFORE, BE IT RESOLVED, after review of all precincts and potential polling locations, the Novi City Council approves the following voting precinct changes:

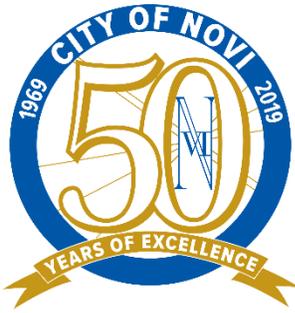
PRECINCT	BOUNDARY	POLLING LOCATION
4	Ten Mile Road from Meadowbrook Road to Haggerty Road; Haggerty Road from Ten Mile Road to Village Lake Road and Village Wood Road; Village Lake Road and Village Wood Road from Meadowbrook Road to Haggerty Road; Meadowbrook Road from Ten Mile Road to Village Lake Road and Village Wood Road.	Church of the Holy Family 24505 Meadowbrook Road Novi, MI 48375
7	Walled Lake School boundary from Meadowbrook Road to Haggerty Road; Haggerty Road from Walled Lake School boundary to Ten Mile Road; Ten Mile Road from Meadowbrook Road to Haggerty Road; Meadowbrook Road from Walled Lake School boundary to Ten Mile Road.	Walsh College 41500 Gardenbrook Road
9	Fourteen Mile Road from Novi Road to Haggerty Road; Haggerty Road from Fourteen Mile Road to Thirteen Mile Road; Thirteen Mile Road from Novi Road to Haggerty Road; Novi Road from Fourteen Mile Road to Thirteen Mile Road. Excluding parcels 50-22-01-300-013, 50-22-02-400-011, and 50-22-02-400-014	Crosspointe Meadows Church 29000 Meadowbrook Road Novi, MI 48377

11	Fourteen Mile Road from Walled Lake to Novi Road; Novi Road from Fourteen Mile Road to Thirteen Mile Road; Thirteen Mile Road from Walled Lake to Novi Road; Walled Lake from Fourteen Mile to Thirteen Mile; Parcels 50-22-02-400-011 and 50-22-02-400-014	Hickory Woods Elementary 30655 Novi Road Novi, MI 48377
12	Parcels 50-22-04-100-010, 50-22-04-100-034, 50-22-04-200-009, 50-22-04-200-011, and 50-22-04-200-013	Portsmouth Clubhouse 31170 Wellington Drive Novi, MI 48377
13	Pontiac Trail from City limits to Walled Lake, Walled Lake from Pontiac Trail to Novi School boundary; Novi School boundary from City limits to Walled Lake; City limits from Pontiac Trail to Novi School boundary; excluding parcels 50-22-04-100-010, 50-22-04-100-034, 50-22-04-200-009, 50-22-04-200-011, and 50-22-04-200-013	Brightmoor Christian Church 40800 W. 13 Mile Road Novi, MI 48377
14	Novi School boundary South of Walled Lake School boundary; West of Novi Road; North of I-96, Eastern boundary is City limits.	Crosspointe Meadows Church 29000 Meadowbrook Road Novi, MI 48377
15	I-96 from Taft Road to Novi Road; Novi Road from I-96 to Schoolcraft Boundary; Schoolcraft boundary from Taft Road to Novi Road; Taft Road from I-96 to Schoolcraft Boundary.	Faith Community Presbyterian Church 44400 West Ten Mile Road
16	Novi School boundary from Taft Road and Center Street to Novi Road; Novi Road from Novi School boundary to City limits; City limit from Taft Road and Center Street to Novi Road; Taft Road and Center Street from Novi School boundary to Nine Mile Road and City limit.	Novi Civic Center 45175 Ten Mile Road Novi, MI 48375
17	Nine Mile Road from Beck Road to Center Street; Center Street from Nine Mile Road to City limit; City limit from Beck Road to Center Street; Beck Road from Nine Mile Road to City limit.	Novi Civic Center 45175 Ten Mile Road Novi, MI 48375
18	Novi Community School District with Schoolcraft Community College.	Novi Public Library 45255 Ten Mile Road Novi, MI 48375
19	Eleven Mile Road from Beck Road to Taft Road and Schoolcraft Community College boundary; Taft Road and Schoolcraft Community College boundary from Eleven Mile Road to Ten Mile Road and Schoolcraft Community College boundary;	Legacy Church 45301 W. Eleven Mile Road Novi, MI 48375

	Ten Mile Road from Beck Road to Taft Road and Schoolcraft Community College boundary; Beck Road from Eleven Mile Road to Ten Mile Road and Schoolcraft Community College boundary.	
20	City limit and I-96 from Wixom Road and South Lyon School boundary to Taft Road and ITC Corridor; Taft Road and ITC Trail from City limits and I-96 to Eleven Mile Road and Northville School boundary; Eleven Mile Road and Northville School boundary from Wixom Road and South Lyon School boundary to Taft Road and ITC Corridor; Wixom Road and South Lyon School boundary from City limits and I-96 to Eleven Mile Road and Northville School boundary.	Novi Middle School 49000 11 Mile Road Novi, MI 48374
21	City Limits from Napier Road to Wixom Road; Wixom Road from City Limits to Northville School boundary; Northville School boundary from Napier Road to Wixom Road; Napier Road from City Limits to Northville School boundary.	Novi Middle School 49000 11 Mile Road Novi, MI 48374
22	City limits from Napier Road to Novi School boundary; Western and southern border is Novi School boundary; Napier Road from City limits to Novi School boundary.	Deerfield Elementary School 26500 Wixom Road Novi, MI 48374
23	Eleven Mile Road from ITC Trail Corridor to Beck Road and Schoolcraft Community College boundary; Beck Road and Schoolcraft Community College boundary from Eleven Mile to Northville School boundary; Northville School boundary from ITC Trail Corridor to Beck Road and Schoolcraft Community College boundary; ITC Trail Corridor from Eleven Mile Road to Northville School boundary.	Novi Meadows 6 th Grade House 25549 Taft Road Novi, MI 48374
24	Novi School boundary from Napier Road to Taft Road; Taft Road from Novi School boundary to Nine Mile Road; Nine Mile Road from Napier Road to Taft Road; Napier Road from Novi School boundary to Nine Mile Road.	St. James Catholic Church 46325 West Ten Mile Road Novi, MI 48374
25	Nine Mile Road from Napier Road to Beck Road; Beck Road from Nine Mile Road to Eight Mile Road; Eight Mile Road from Napier Road to Beck Road; Napier Road from Nine Mile Road to Eight Mile Road.	Thornton Creek Elementary 46180 Nine Mile Road Northville, MI 48167

I, Cortney Hanson, duly appointed Clerk of the City of Novi do hereby certify that the foregoing resolution was adopted by Novi City Council at a regular meeting held on Monday, November 25, 2019, the original of which is on file in my office.

Cortney Hanson, CMC, CMMC, City Clerk



**CITY OF NOVI CITY COUNCIL
NOVEMBER 24, 2019**

SUBJECT: Approval of the request of DTN Management/Tricap Holdings for The Bond development for First Amendment to Development Agreement, to allow an increase in the number of apartments allowed in the previously-approved mixed use development from 255 apartments to 260 apartments, and amendment to preliminary site plan approval to increase the allowable room count by 14 rooms, from 627 rooms to 641 rooms. The property is zoned Town Center-1 and is located on the southwest side of Flint Street south of Grand River Avenue and west of Novi Road. The applicant is proposing a mixed-use in two four-story multi-family residential buildings with a total of 260 apartments and a 5,578 square foot single-story commercial building.

SUBMITTING DEPARTMENT: Community Development, Planning Division

BACKGROUND INFORMATION:

The subject property is approximately 7.74 acres and is located on the southwest side of Flint Street. Flint Street is located near the southwest quadrant of Grand River Avenue and Novi Road (Section 22). The applicant has previously received approval to redevelop the former Fendt Transit Mix Concrete Plant into a mixed use development with two four-story multi-family residential buildings and a single-story commercial building. The site improvements include a two level parking structure, surface parking, site amenities such as a swimming pool, landscaped courtyards and related landscape improvements.

The applicant is now seeking to increase the number of apartments allowed to 260 units. Such approval requires an amendment to both the previously-approved Development Agreement dated April 25, 2019 and the Preliminary Site Plan approved by Council on July 23, 2019.

REVISIONS TO UNIT TABULATION

The initial Preliminary Site Plan for the project proposed a total of 253 units. The applicant added two additional units (for a total of 255 units) at the time of the development agreement for the mixed-use development.

With the current revision, the applicant is proposing to add five more units, bringing the total number of units to 260. Minor revisions to total number of 1, 2 and 3 bedroom units are proposed as shown in the table below. A copy of Unit tabulation per building provided by the applicant is attached to this memo. This results in an increase in both

the percentage of 1-bedroom units from 58% to 59%, (to be considered by the ZBA), and an increase in the total number of rooms proposed from 627 to 641 (to be considered by the City Council).

Ordinance Requirement		07-23-18 City Council Approval	Current Revised
Maximum Room Count : Mixed Use Guidelines(Sec. 4.82.2)			
1 BR: 500 sq. ft.	2 rooms	292 rooms	308 rooms
2 BR: 750sq. ft.	3 rooms	279 rooms	273 rooms
3 BR: 900 sq. ft.	4 rooms	56 rooms	60 rooms
Maximum allowable rooms per 7.74 acres = 421		627 rooms (49% overage)	641 rooms (52% overage) This request is being considered by the City Council
Maximum Percentage of Units : Mixed Use Guidelines(Sec. 4.82.2)			
1 BR: 500 sq. ft.	50%	146 units (58 %)	154 units (59 %) Approved on 11-19-19 by the ZBA
2 BR: 750sq. ft.	100%	93 units (37 %)	91 units (35 %)
3 BR: 900 sq. ft.	100%	14 units (6 %)	15 units (6 %)
		253 units <i>(255 units with development agreement)</i>	260 units

REVISIONS TO THE SITE PLAN

The additional units are proposed by replacing the 2-story ceiling for the lobby and community office area and making some internal floor plan layout changes, as detailed in the application. The current review did not include a comprehensive review of revised Preliminary Site Plan. **The revised site plan does not indicate significant changes to the building footprint or the site layout.** The applicant noted that the minor changes to the site plan will comply with the ordinance requirements at the time of Final Site Plan. The site plan will be subject to all previous approved conditions and deviations except the two that proposed to be revised.

PREVIOUS CITY COUNCIL APPROVAL

At the time of previous site plan approval, the City Council approved an overage of the maximum number of rooms allowed for this development (421 rooms allowed, 627 rooms proposed). The City Council granted the following variance:

City Council finding per Section 4.82.2.b. for allowing an increase of the maximum number of rooms allowed (421 allowed, 627 proposed) based on justification provided by the applicant in their response letter dated June 22, 2018;

With the current revised site plan, the applicant is proposing to add seven 1-bedroom units to the mix and thus increasing the total room count to 641. This would require approval of the increased room count by the City Council.

The applicant is now proposing 641 rooms with a total density of approximately 33 DUA (Dwelling Units per Acre). City Council approved up to 627 total rooms and the applicant is seeking approval for the additional 14 rooms. The additional rooms do not materially impact the previously approved density of 33 DUA.

ZONING BOARD OF APPEALS APPROVAL

The previously approved site plan proposed a total of 253 units, of which 58 percent are one-bedroom units and received the following related variances:

A Zoning Board of Appeals variance from Section 4.82.2 for increasing the maximum percentage of one bed room units allowed for this development (50% maximum allowed, 58% proposed) based on applicants response that a 60% unit mix is recommended based on their internal marketing survey and assessment;

With the current revised site plan, the applicant is proposing to add five 1-bedroom units to the mix and thus increasing the percentage of 1-bedroom units to 59% (154 units). **The request for the increased variance for 1-bedroom units was granted by the Zoning Board of Appeals on November 11, 2019.**

DEVELOPMENT AGREEMENT

The site plan qualifies for a mixed-use development and the higher densities the TC-1, Town Center district offers since the applicant is proposing 10 percent of total development as a non-residential use. Because the applicant is proposing to build the qualifying non-residential use in phase 3, the timing of which is undetermined, the developer agreed to enter into a Development Agreement with the City. **The Development Agreement was approved by the City Council at their April 15, 2019 meeting.** The agreement in general consists of the following:

1. It sets forth conditions required in connection with the approval relating to certain deviations and variances.
2. The subject property shall be developed and used solely for a mixed-use development in accordance with the approved Site Plan.
3. It governs the type of use and timing of construction of the commercial portion of the project.

The proposed changes to the room count and other minor changes to the Revised Preliminary Site Plan do not impact any of the conditions of the agreement. The attached draft First Amendment to the Development Agreement provides for the changes that are being considered by the City Council and the Zoning Board of Appeals at this time.

RECOMMENDED ACTION:

Approval of the request of DTN Management/Tricap Holdings for The Bond development for First Amendment to Development Agreement to allow an increase in the number of apartments allowed in the previously-approved mixed use development from 255 apartments to 260 apartments, and amendment to preliminary site plan approval to increase the allowable room count by 14 rooms, from 627 rooms to 641 rooms, subject to and based upon the following:

1. City Council finding per Section 4.82.2.b. for allowing an increase of the maximum number of rooms allowed (421 allowed, 641 proposed) based on justification provided by the applicant in their response letter dated November 15, 2019.
2. The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Final Site Plan.
3. Approval by the ZBA of a variance to allow an increase in the percentage of 1-bedroom units as currently proposed.

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, subject to the ZBA variance.

MAPS

Location

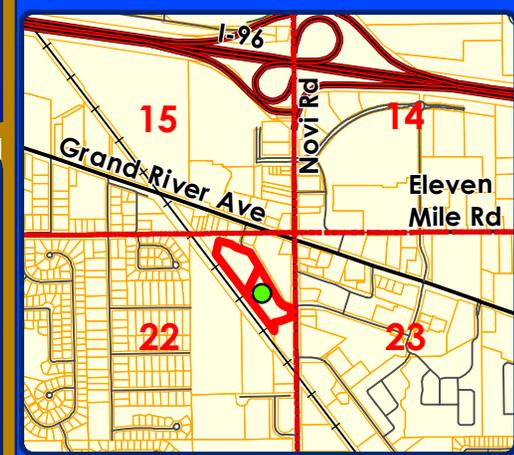
Zoning

Future Land Use

Natural Features

JSP 18-10 THE BOND fka THE DISTRICT

Location Map



LEGEND

 Sections



City of Novi

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

Map Author: Sri Komaragiri
Date: 06/21/18
Project: JSP 18-10 THE BOND fka THE DISTRICT
Version #: 1



1 inch = 282 feet

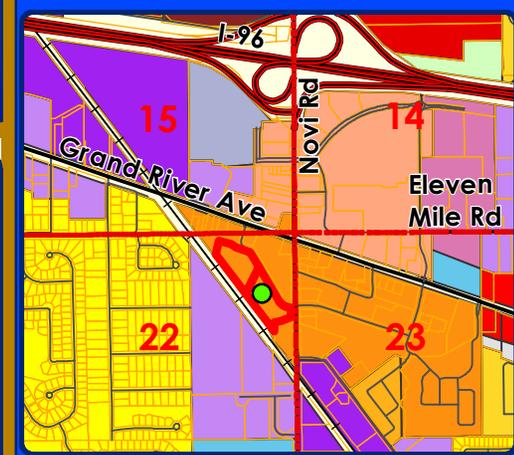
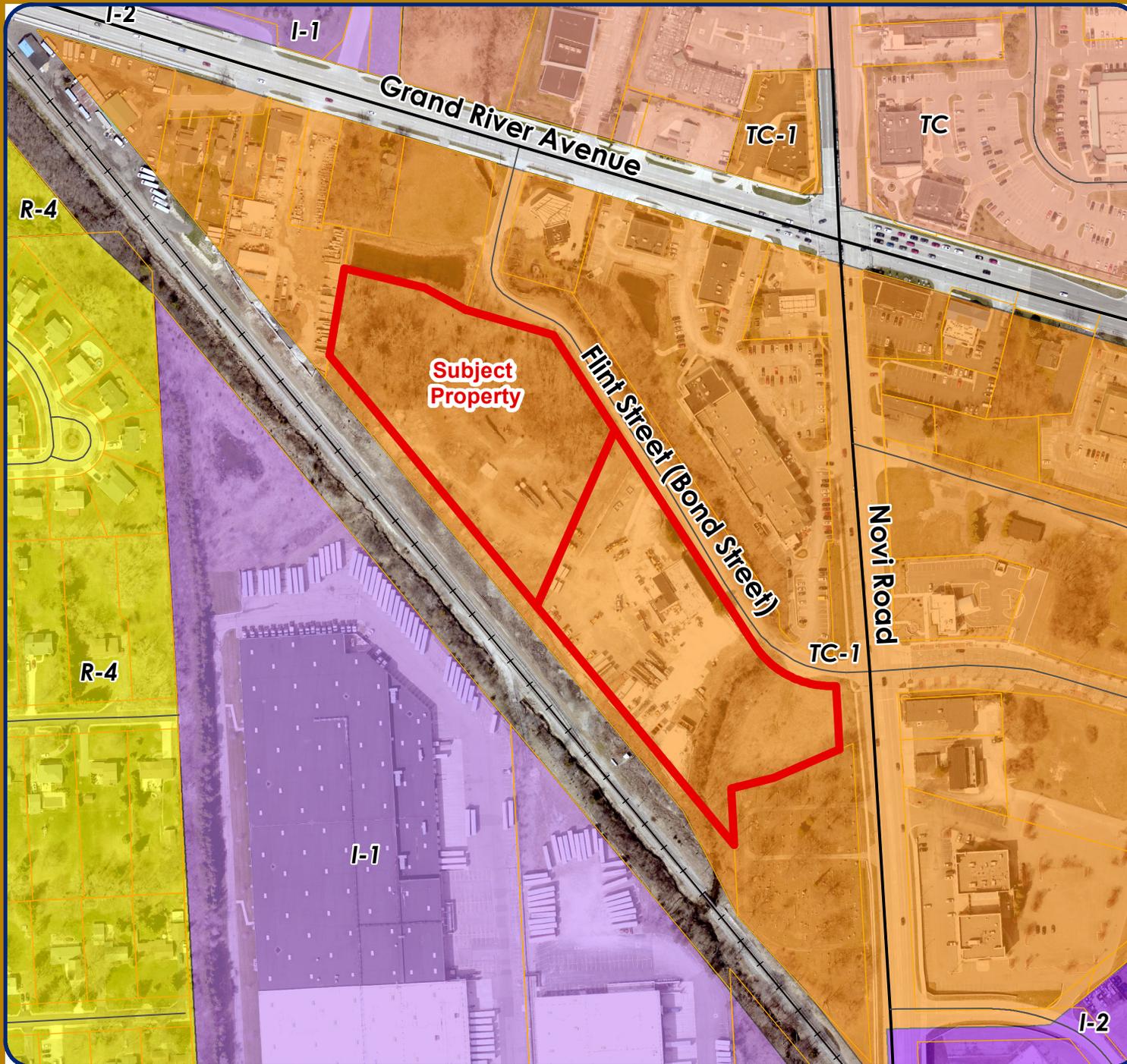


MAP INTERPRETATION NOTICE

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JSP 18-10 THE BOND fka THE DISTRICT

Zoning



LEGEND

- Sections
- R-A: Residential Acreage
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- RM-2: High-Density Multiple Family
- B-3: General Business District
- C: Conference District
- EXPO: EXPO District
- I-1: Light Industrial District
- I-2: General Industrial District
- OS-1: Office Service District
- OSC: Office Service Commercial
- OST: Office Service Technology
- RC: Regional Center District
- P-1: Vehicular Parking District
- TC: Town Center District
- TC-1: Town Center -1 District



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Feet
 0 62.5 125 250 375

1 inch = 282 feet

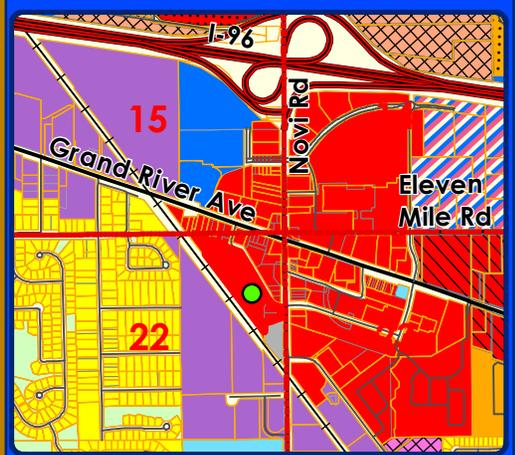
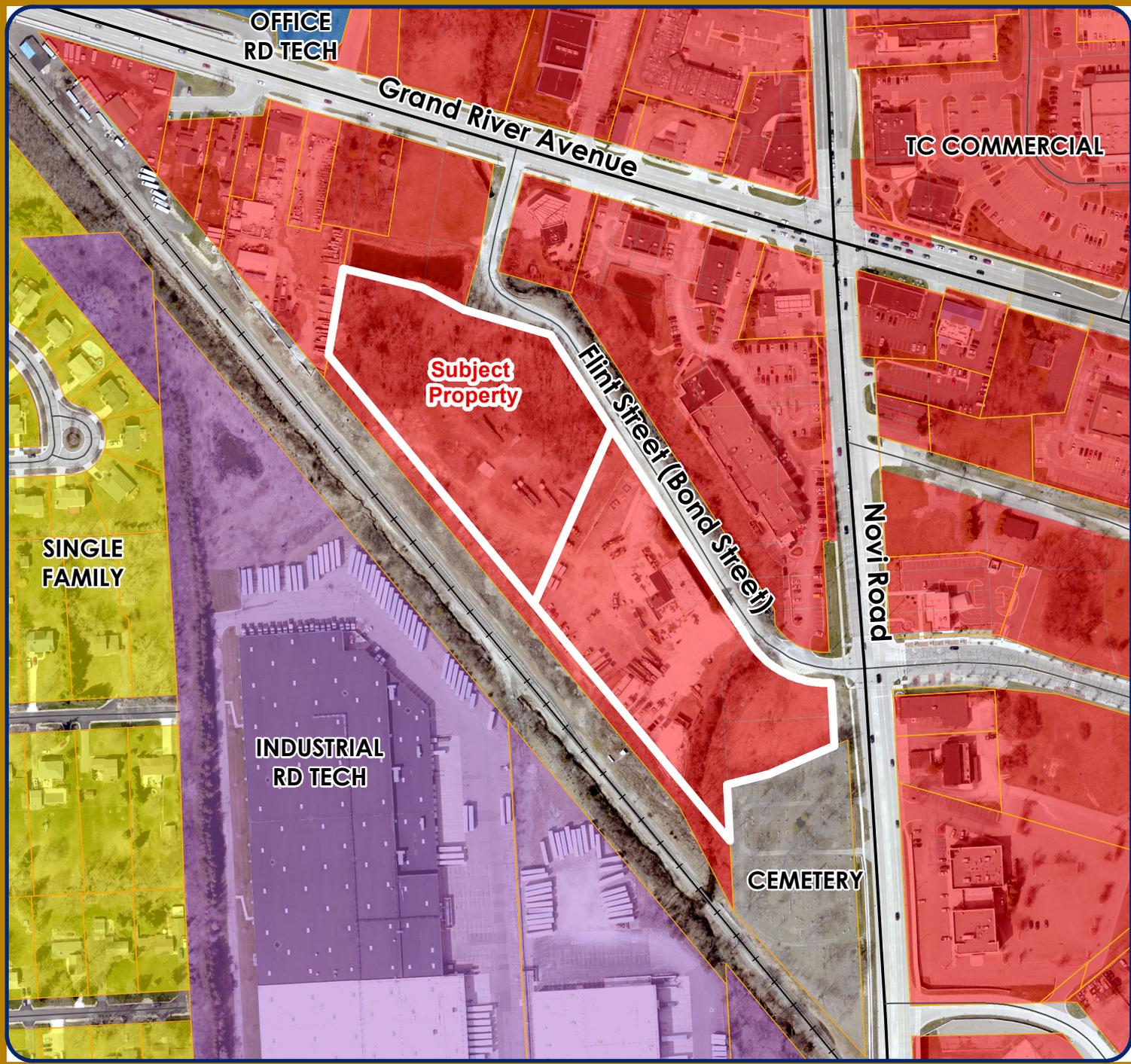


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JSP 18-10 THE BOND fka THE DISTRICT

Future Land Use



LEGEND

- Sections
- FUTURE LAND USE**
- Single Family
- Multiple Family
- PD1
- Office RD Tech
- Office Commercial
- Industrial RD Tech
- Heavy Industrial
- Regional Commercial
- TC Commercial
- TC Gateway
- Public
- Private Park
- Cemetery

CITY OF NOVI
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0 62.5 125 250 375 Feet

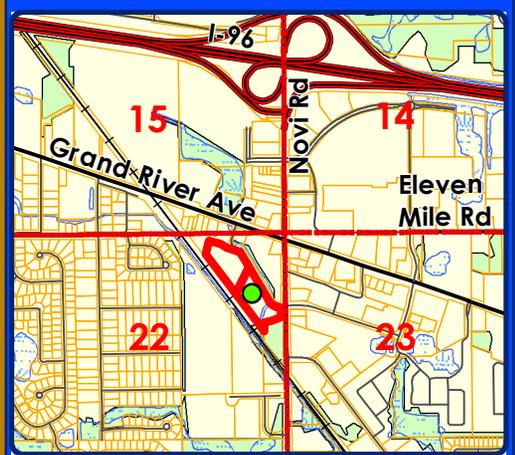
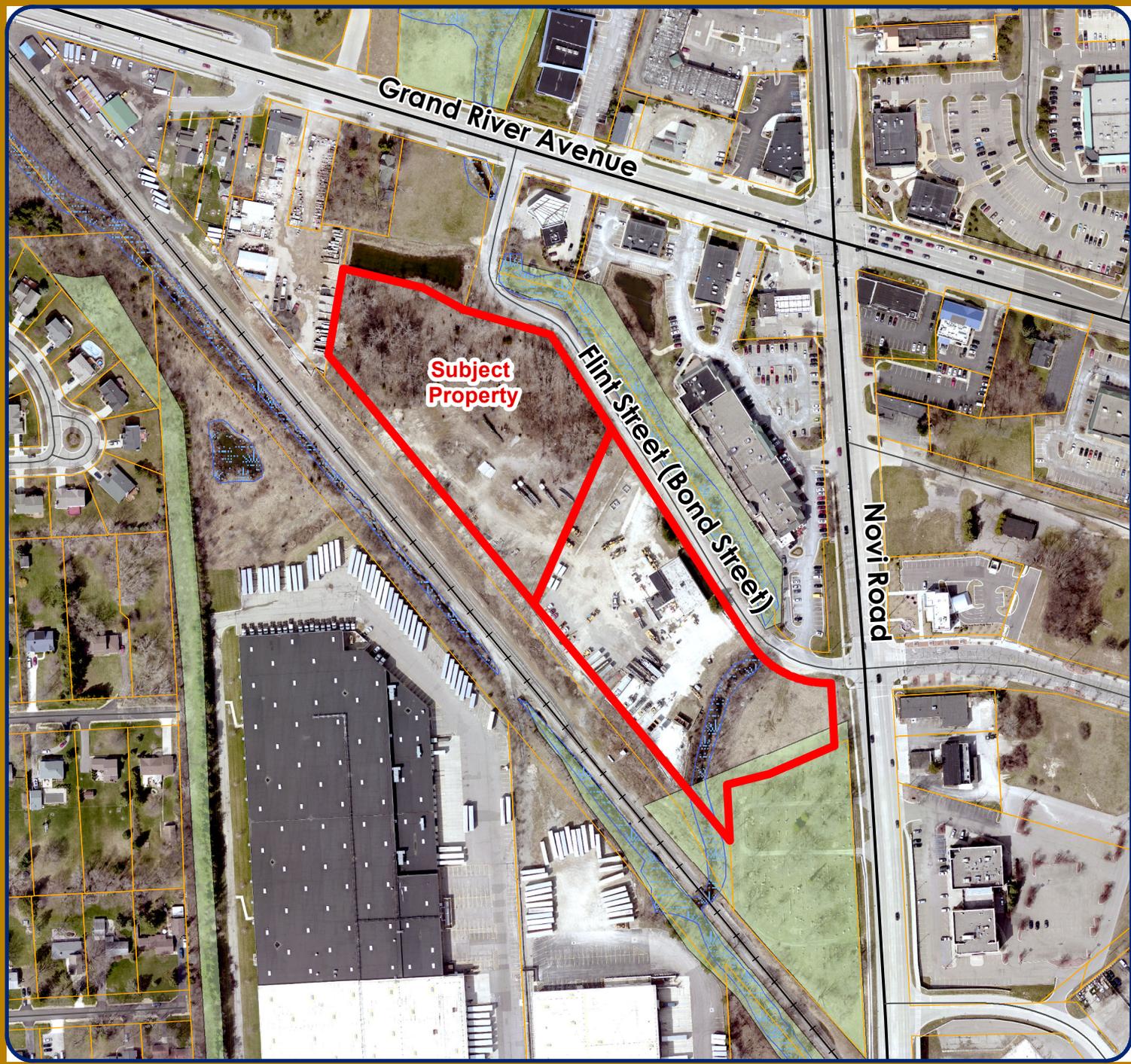
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JSP 18-10 THE BOND fka THE DISTRICT

Natural Features



- LEGEND**
- Sections
 - WETLANDS
 - WOODLANDS



City of Novi

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REVISED DEVELOPMENT AGREEMENT

**CITY OF NOVI
COUNTY OF OAKLAND
STATE OF MICHIGAN**

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
REGARDING COMMERCIAL PROPERTY
THE BOND (MIXED USE)**

This Agreement, by and between BOND AT NOVI, L.L.C., a Michigan limited liability company, whose address is 2502 Lake Lansing Road, Suite C, Lansing, MI 48912 ("Developer"), and the CITY OF NOVI, 45175 Ten Mile Road, Novi, MI 48375 ("City").

RECITATIONS

A. The City and Developer entered into a Development Agreement effective April 25, 2019 ("Agreement"), a copy of which has been recorded at Liber 52859, Page 785 of the Oakland County Records.

B. The Agreement relates to the development of certain property, located in Novi near the intersection of Grand River Avenue and Novi Road, for a mix of uses including apartments and a commercial building.

C. Developer has requested that the City agreed to increase the number of apartments as authorized in the Agreement from 255 apartments to 260 apartments, which will result in a net increased room count of 14 rooms (from 627 rooms to 641 rooms).

NOW, THEREFORE, Developer and City agree as follows:

1. Recitation I of the Agreement is amended to increase the referenced number of apartments from 255 apartments to 260 apartments, and Recitation IV.A is hereby amended to increase the referenced number of apartments from 255 apartments to 260 apartments. In addition, paragraph 9 of the Agreement is amended to increase the referenced number of apartments from 255 apartments to 260 apartments.

2. Except as expressly modified by this Amendment, the Development Agreement remains in full force and effect.

RESPONSE LETTER

THE BOND AT NOVI LLC

30600 Northwestern, Suite 430
Farmington Hills, Michigan 48334

November 15, 2019

City of Novi
Sri Komaragili
Katherine Oppermann
Barb McBeth

RE: Plan revisions to The Bond at Novi

Dear Sri, Kate and Barb;

As you are aware, we have made a few revisions to the plans in order to add seven one-bedroom units, improve building efficiency and become more cost effective. A narrative of the changes is below. Plans are accompanying this letter as well. It is our understanding that both the city council and the ZBA will need to amend their approvals we obtained last year, and this letter is our request for them to do so. The applications are attached.

The modifications are as follows:

Building 1

- 2-story stair at clubroom lobby is eliminated.
- Corridor above no longer open to below (no catwalk).
- Double height space at plan east end of clubroom lobby becomes single height. Area above becomes A3-ALT1 unit on 2nd floor.
- WeWork area relocated to front lobby. Mail and parcel room relocated to central spot in rear corridor. Replaced with two E1 units.
- Plan northeast 1st floor corridor removed that previously connected fire areas B and C. B0 units in that area replaced with deeper B2 units.
- All plan north-south corridor widths shrink to 5'-6" clear. The result is that the building becomes 1'-6" narrower
- Plan north vestibules next to stairs shrink
- Center elevator removed
- Valet trash approved, so all trash rooms replaced with rentable storage. 1st floor trash collection room remains for dumpster storage.
- Previous B3-ALT1 unit adjacent to double height space replaced with typical B3 unit on 2nd floor.
- Elimination of connecting corridor to Building 2.

Building 2

- WeWork area relocated to building 1. Mail and parcel room relocated to central spot in rear corridor. Replaced with two E1 units
- A3-ALT1 unit replaced with A2 on 1st floor to create second means of egress out of active courtyard (because we removed the previous 2nd egress by replacing the mailroom with a unit)
- Plan northwest 1st floor corridor removed that previously connected fire areas D and E. B0 units in that area replaced with deeper B2 units.
- All plan north-south corridor widths shrink to 5'-6" clear. The result is that the building becomes 1'-6" narrower
- Plan north vestibules next to stairs shrink
- Center elevator removed
- Valet trash approved, so all trash rooms replaced with rentable storage. 1st floor trash collection room remains for dumpster storage.
- Elimination of connecting corridor to Building 1.

Building Elevations

- There are no changes to the building elevations except the width of each building is 1'-6" narrower

Site

- There are no changes to the number of trees or plantings. A few trees at the rear of the property will be spaced slightly different in order to provide room for the outlet of the courtyard ventilation

Building and parking ratio

- Tables are as follows

BUILDING - 1 EFFICIENCY	MARKET AREA NET RENTABLE SF (UNITS & STORAGE)	BALCONIES	GROSS BUILDING AREA	TOTAL EFF. FOR BLDG.
1ST FLOOR	23,368	1,462	38,479	64.5%
2ND FLOOR	29,134	2,113	37,390	83.6%
3RD FLOOR	30,293	2,204	38,578	84.2%
4TH FLOOR	30,293	2,204	38,578	84.2%
TOTAL	113,088	7,983	153,025	79.1%

*EXCLUDES GARAGE

**GROSS BUILDING AREA EXCLUDES DOUBLE HEIGHT SPACE ON 2ND FLOOR

***EFFICIENCY ACCOUNTS FOR RENTABLE STORAGE AT PREVIOUS TRASH ROOM LOCATIONS

BUILDING - 2 EFFICIENCY	MARKET AREA NET RENTABLE SF (UNITS & STORAGE)	BALCONIES	GROSS BUILDING AREA	TOTAL EFF. FOR BLDG.
1ST FLOOR	26,444	1,511	39,161	71.4%
2ND FLOOR	30,293	2,204	38,641	84.1%
3RD FLOOR	30,293	2,204	38,579	84.2%
4TH FLOOR	30,293	2,204	38,579	84.2%
TOTAL	117,323	8,123	154,960	81.0%

*EXCLUDES GARAGE

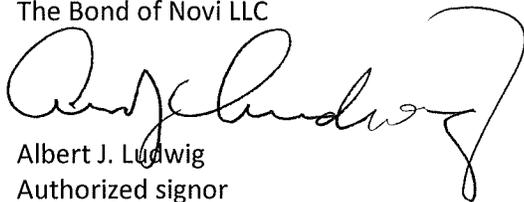
***EFFICIENCY ACCOUNTS FOR RENTABLE STORAGE AT PREVIOUS TRASH ROOM LOCATIONS

The reason we are requesting these relatively minor revisions is because after review of the now almost completed plans we discovered that the building efficiency was significantly lower than similar buildings. There were simply too many common areas, and the building inefficiencies created additional unacceptable costs.

Please let me know if anything further is needed and we will make sure to get it to you so we can be on the agendas on November 12th & 19th respectively.

Very Truly Yours;

The Bond of Novi LLC



Albert J. Ludwig
Authorized signor

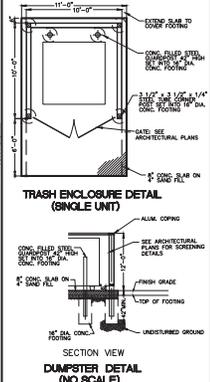
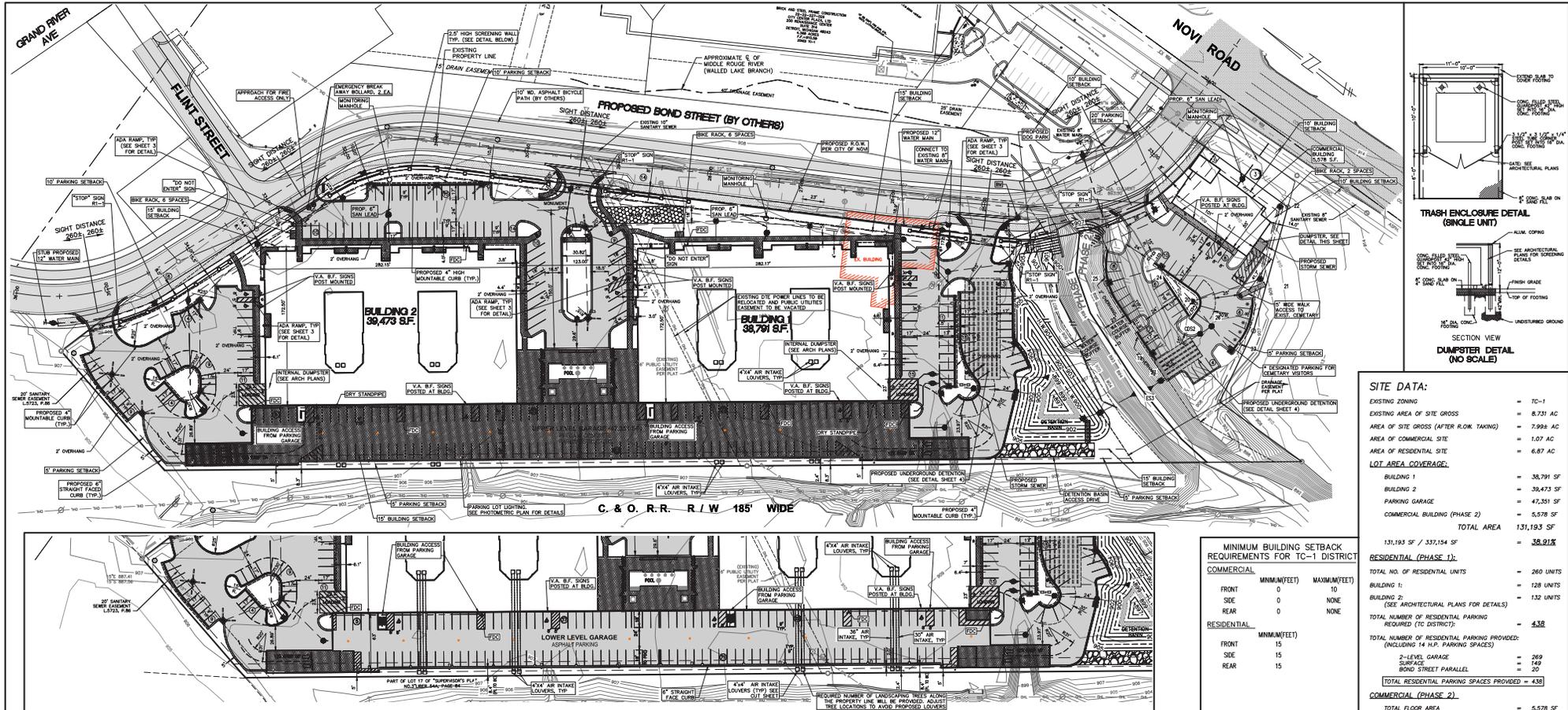
UNIT TABULATION - BUILDING 1											
UNIT NAME	UNIT TYPE	HUD AREA NET (SF)	HUD AREA GROSS / MARKET AREA NET (SF)	MARKET AREA GROSS (SF)	UNIT COUNT	UNIT PERCENTAGE	TOTAL HUD AREA NET (SF)	TOTAL HUD AREA GROSS / MARKET AREA NET (SF)	TOTAL MARKET AREA GROSS (SF)	% UNIT BREAKDOWN	
E1/E1-ALT1	1br/1ba	564	607	607	12	9.4%	6,768	7,284	7,284	59.38%	
E1-ALT2/E1-ALT3	1br/1ba	559	602	602	4	3.1%	2,236	2,408	2,408		
A0/A0-ALT1/A0-ALT2	1br/1ba	596	638	708	12	9.4%	7,152	7,656	8,496		
A0-ALT3	1br/1ba	596	638	698	1	0.8%	596	638	698		
A1	1br/1ba	717	761	857	16	12.5%	11,472	12,176	13,712		
A1-ALT1	1br/1ba	720	762	857	16	12.5%	11,520	12,192	13,712		
A2	1br/1ba	709	755	755	3	2.3%	2,127	2,265	2,265		
A3	1br/1ba	791	849	892	4	3.1%	3,164	3,396	3,568		
A3-ALT1	1br/1ba	796	854	897	6	4.7%	4,776	5,124	5,382		
A3-ANSI	1br/1ba	791	849	892	2	1.6%	1,582	1,698	1,784		
B0	2br/1ba	818	868	944	4	3.1%	3,272	3,472	3,776		
B1	2br/2ba	900	951	951	13	10.2%	11,700	12,363	12,363		
B1-ALT1	2br/2ba	893	944	944	3	2.3%	2,679	2,832	2,832		
B2	2br/2ba	1034	1091	1167	12	9.4%	12,408	13,092	14,004		
B3	2br/2ba	1104	1159	1250	11	8.6%	12,144	12,749	13,750		
B3-ALT1	2br/2ba	1192	1251	1357	1	0.8%	1,192	1,251	1,357		
B3-ANSI	2br/2ba	1104	1159	1250	1	0.8%	1,104	1,159	1,250		
C1	3br/2ba	1332	1397	1557	6	4.7%	7,992	8,382	9,342		
C1-ANSI	3br/2ba	1332	1397	1549	1	0.8%	1,332	1,397	1,549		
TOTALS					128	100.00%	105,216	111,534	119,532	100.00%	
UNIT AVG. MARKET AREA NET SF :		871									
1-BEDROOM UNITS		76									
2-BEDROOM UNITS		45									
3-BEDROOM UNITS		7									
HUD AREA NET: DEFINED AS "PAINT-TO-PAINT". IT'S THE LIVING AREA OF A UNIT MEASURED TO THE INSIDE FACE OF PERIMETER DRYWALL											
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MARKET AREA GROSS: ADD AREA OF ATTACHED BALCONIES AND EXTERIOR STORAGE CLOSETS TO MARKET AREA NET CALCULATIONS											

UNIT TABULATION - BUILDING 2											
UNIT NAME	UNIT TYPE	HUD AREA NET (SF)	HUD AREA GROSS / MARKET AREA NET (SF)	MARKET AREA GROSS (SF)	UNIT COUNT	UNIT PERCENTAGE	TOTAL HUD AREA NET (SF)	TOTAL HUD AREA GROSS / MARKET AREA NET (SF)	TOTAL MARKET AREA GROSS (SF)	% UNIT BREAKDOWN	
E1/E1-ALT1	1br/1ba	564	607	607	16	12.1%	9,024	9,712	9,712	59.09%	
A0/A0-ALT1/A0-ALT2	1br/1ba	596	638	708	12	9.1%	7,152	7,656	8,496		
A0-ALT3	1br/1ba	596	638	698	1	0.8%	596	638	698		
A1	1br/1ba	717	761	857	16	12.1%	11,472	12,176	13,712		
A1-ALT1	1br/1ba	720	762	857	16	12.1%	11,520	12,192	13,712		
A2	1br/1ba	709	755	755	3	2.3%	2,127	2,265	2,265		
A3	1br/1ba	791	849	892	5	3.8%	3,955	4,245	4,460		
A3-ALT1	1br/1ba	796	854	897	7	5.3%	5,572	5,978	6,279		
A3-ANSI	1br/1ba	791	849	892	1	0.8%	791	849	892		
A4	1br/1ba	782	825	825	1	0.8%	782	825	825		
B1	2br/2ba	900	951	951	13	9.8%	11,700	12,363	12,363		
B1-ALT1	2br/2ba	893	944	944	3	2.3%	2,679	2,832	2,832		
B2	2br/2ba	1034	1091	1167	16	12.1%	16,544	17,456	18,672		
B3	2br/2ba	1104	1159	1250	13	9.8%	14,352	15,067	16,250		
B3-ANSI	2br/2ba	1104	1159	1250	1	0.8%	1,104	1,159	1,250		
C1	3br/2ba	1332	1397	1557	6	4.5%	7,992	8,382	9,342		
C1-ALT1	3br/2ba	1332	1397	1555	1	0.8%	1,332	1,397	1,555		
C1-ALT2	3br/2ba	1332	1397	1397	1	0.8%	1,332	1,397	1,397		
TOTALS					132	100.00%	110,026	116,589	124,712	65.15%	
UNIT AVERAGE NET SF :		883									
1-BEDROOM UNITS		78									
2-BEDROOM UNITS		46									
3-BEDROOM UNITS		8									
HUD AREA NET: DEFINED AS "PAINT-TO-PAINT". IT'S THE LIVING AREA OF A UNIT MEASURED TO THE INSIDE FACE OF PERIMETER DRYWALL											
HUD AREA GROSS / MARKET AREA NET: DEFINED BY ADDING THICKNESS (WIDTH) OF UNIT PERIMETER STUD WALLS, INCLUDES THICKNESS OF CORRIDOR WALLS AND INCLUDES THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALL. HUD GROSS ALSO INCLUDES THE AREA OF A DIRECT ACCESS GARAGE IF PROVIDED FOR THE UNIT											
MARKET AREA GROSS: ADD AREA OF ATTACHED BALCONIES AND EXTERIOR STORAGE CLOSETS TO MARKET AREA NET CALCULATIONS											

UNIT TABULATION - SITE TOTALS											
UNIT NAME	UNIT TYPE	HUD AREA NET (SF)	HUD AREA GROSS / MARKET AREA NET (SF)	MARKET AREA GROSS (SF)	UNIT COUNT	UNIT PERCENTAGE	TOTAL HUD AREA NET (SF)	TOTAL HUD AREA GROSS / MARKET AREA NET (SF)	TOTAL MARKET AREA GROSS (SF)	% UNIT BREAKDOWN	
E1/E1-ALT1	1br/1ba	564	607	607	28	10.8%	15,792	16,996	16,996	59.23%	
E1-ALT2/E1-ALT3	1br/1ba	559	602	602	4	1.5%	2,236	2,408	2,408		
A0/A0-ALT1/A0-ALT2	1br/1ba	596	638	708	24	9.2%	14,304	15,312	16,992		
A0-ALT3	1br/1ba	596	638	698	2	0.8%	1,192	1,276	1,396		
A1	1br/1ba	717	761	857	32	12.3%	22,944	24,352	27,424		
A1-ALT1	1br/1ba	720	762	857	32	12.3%	23,040	24,384	27,424		
A2	1br/1ba	709	755	755	6	2.3%	4,254	4,530	4,530		
A3	1br/1ba	791	849	892	9	3.5%	7,119	7,641	8,028		
A3-ALT1	1br/1ba	796	854	897	13	5.0%	10,348	11,102	11,661		
A3-ANSI	1br/1ba	791	849	892	3	1.2%	2,373	2,547	2,676		
A4	1br/1ba	782	825	825	1	0.4%	782	825	825		
B0	2br/1ba	818	868	944	4	1.5%	3,272	3,472	3,776		
B1	2br/2ba	900	951	951	26	10.0%	23,400	24,726	24,726		
B1-ALT1	2br/2ba	893	944	944	6	2.3%	5,358	5,664	5,664		
B2	2br/2ba	1034	1091	1167	28	10.8%	28,952	30,548	32,676		
B3	2br/2ba	1104	1159	1250	24	9.2%	26,496	27,816	30,000		
B3-ALT1	2br/2ba	1192	1251	1357	1	0.4%	1,192	1,251	1,357		
B3-ANSI	2br/2ba	1104	1159	1250	2	0.8%	2,208	2,318	2,500		
C1	3br/2ba	1332	1397	1557	12	4.6%	15,984	16,764	18,684		
C1-ALT1	3br/2ba	1332	1397	1555	1	0.4%	1,332	1,397	1,555		
C1-ALT2	3br/2ba	1332	1397	1397	1	0.4%	1,332	1,397	1,397		
C1-ANSI	3br/2ba	1332	1397	1549	1	0.4%	1,332	1,397	1,549		
TOTALS					260	100.00%	215,242	228,123	244,244	100.00%	
UNIT AVERAGE NET SF :		877									
1-BEDROOM UNITS		154									
2-BEDROOM UNITS		91									
3-BEDROOM UNITS		15									
HUD AREA NET: DEFINED AS "PAINT-TO-PAINT". IT'S THE LIVING AREA OF A UNIT MEASURED TO THE INSIDE FACE OF PERIMETER DRYWALL											
HUD AREA GROSS / MARKET AREA NET: DEFINED BY ADDING THICKNESS (WIDTH) OF UNIT PERIMETER STUD WALLS, INCLUDES THICKNESS OF CORRIDOR WALLS AND INCLUDES THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALL. HUD GROSS ALSO INCLUDES THE AREA OF A DIRECT ACCESS GARAGE IF PROVIDED FOR THE UNIT											
MARKET AREA GROSS: ADD AREA OF ATTACHED BALCONIES AND EXTERIOR STORAGE CLOSETS TO MARKET AREA NET CALCULATIONS											

CURRENT REVISED SITE PLAN

(Full plan set available for viewing at the Community Development Department.)



SITE DATA:

EXISTING ZONING	= TC-1
EXISTING AREA OF SITE GROSS	= 8.731 AC
AREA OF SITE CROSS (AFTER R.O.W. TAKING)	= 7.984 AC
AREA OF COMMERCIAL SITE	= 1.07 AC
AREA OF RESIDENTIAL SITE	= 6.87 AC

LOT AREA COVERAGE:

BUILDING 1	= 38,791 SF
BUILDING 2	= 38,473 SF
PARKING GARAGE	= 47,351 SF
COMMERCIAL BUILDING (PHASE 2)	= 5,578 SF
TOTAL AREA	131,193 SF

MINIMUM BUILDING SETBACK REQUIREMENTS FOR TC-1 DISTRICT (RESIDENTIAL PHASE 1):

FRONT	0	10
SIDE	0	NONE
REAR	0	NONE

MINIMUM BUILDING SETBACK REQUIREMENTS FOR TC-1 DISTRICT (COMMERCIAL PHASE 2):

FRONT	15	15
SIDE	15	15
REAR	15	15

RESIDENTIAL PHASE 1:

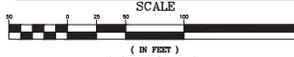
TOTAL NO. OF RESIDENTIAL UNITS	= 260 UNITS
BUILDING 1:	= 128 UNITS
BUILDING 2:	= 132 UNITS
TOTAL NUMBER OF RESIDENTIAL PARKING REQUIRED (TC DISTRICT):	= 432
TOTAL NUMBER OF RESIDENTIAL PARKING PROVIDED (INCLUDING 14 R.P.P. PARKING SPACES):	= 438
2-LEVEL GARAGE SURFACE	= 269
BOND STREET PARALLEL	= 749
TOTAL RESIDENTIAL PARKING SPACES PROVIDED = 438	

COMMERCIAL PHASE 2:

TOTAL FLOOR AREA (USE IS UNDETERMINED)	= 5,578 SF
PARKING SPACES PROVIDED:	= 49

BICYCLE PARKING PROVIDED:

BUILDING 1	INDOOR 20 EA.	OUTDOOR 6 EA.
BUILDING 2	INDOOR 20 EA.	OUTDOOR 6 EA.
COMMERCIAL:	TOTAL RESIDENTIAL SPACES: 52 (50 REQUIRED)	OUTDOOR 2 EA. (2 REQUIRED)

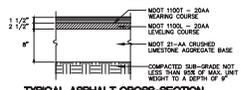
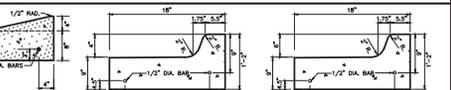
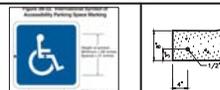
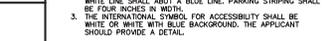


STRIPING NOTES

1. THE CROSSWALK PAVEMENT MARKINGS SHALL COMPLY WITH THE MAUTCD.
2. PARKING STRIPING MUST BE WHITE. BLUE MAY BE USED TO ACCESSIBLE PARKING SPACES, WHERE A STANDARD PARKING SPACE IS LOCATED NEXT TO AN ACCESSIBLE PARKING SPACE A WHITE LINE SHALL ABUT A BLUE LINE. PARKING STRIPING SHALL BE FOUR INCHES IN WIDTH.
3. THE INTERNATIONAL SYMBOL FOR ACCESSIBILITY SHALL BE WHITE OR WHITE WITH BLUE BACKGROUND. THE APPLICANT SHOULD PROVIDE A DETAIL.

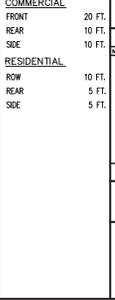
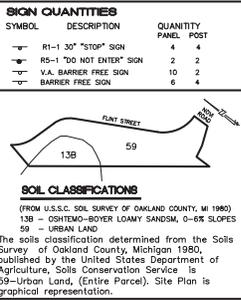
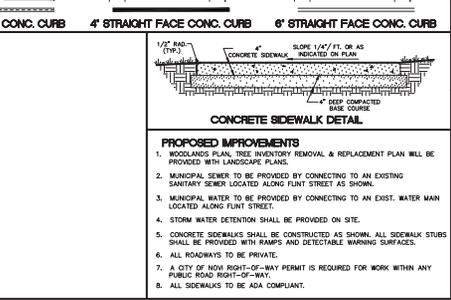
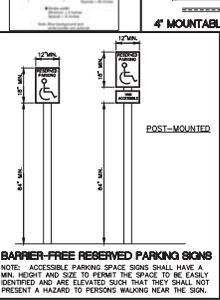
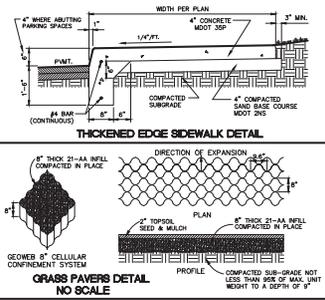
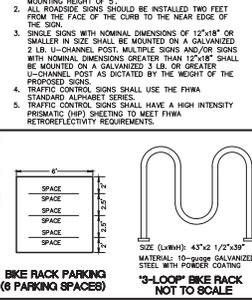
SIGNING NOTES

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



MINIMUM PARKING SETBACK

COMMERCIAL	20 FT.
FRONT	10 FT.
REAR	10 FT.
SIDE	10 FT.
RESIDENTIAL	10 FT.
FRONT	5 FT.
REAR	5 FT.
SIDE	5 FT.



THE BOND
SECTION 22, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

REVISIONS

NO.	REVISION	DATE
1	REVISED FOR NO. PLANNING REVIEW	06-11-19
2	REVISED FOR DR. SUBMITTAL	06-17-19

UTILITY WARNING
UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED BY THE ENGINEER WITH CONSTRUCTION.

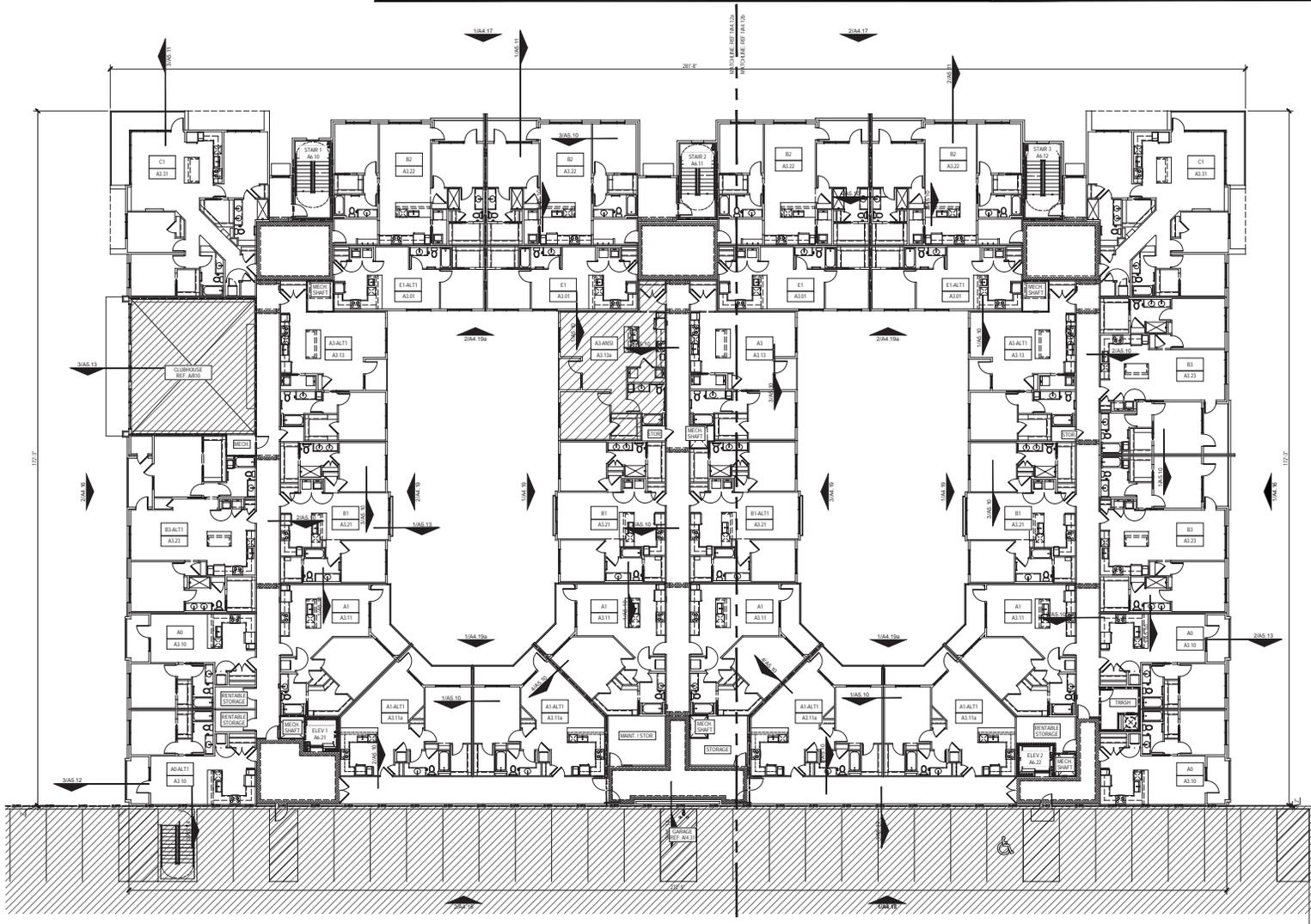
811 Know what's below. Call before you dig.

OVERALL SITE PLAN

SEIBER, KRAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MANICENTRE #SUITE 104 NORTHVILLE, MI #48167
PHONE: 248.208.3331

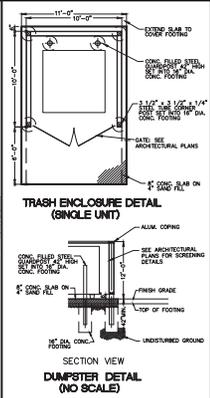
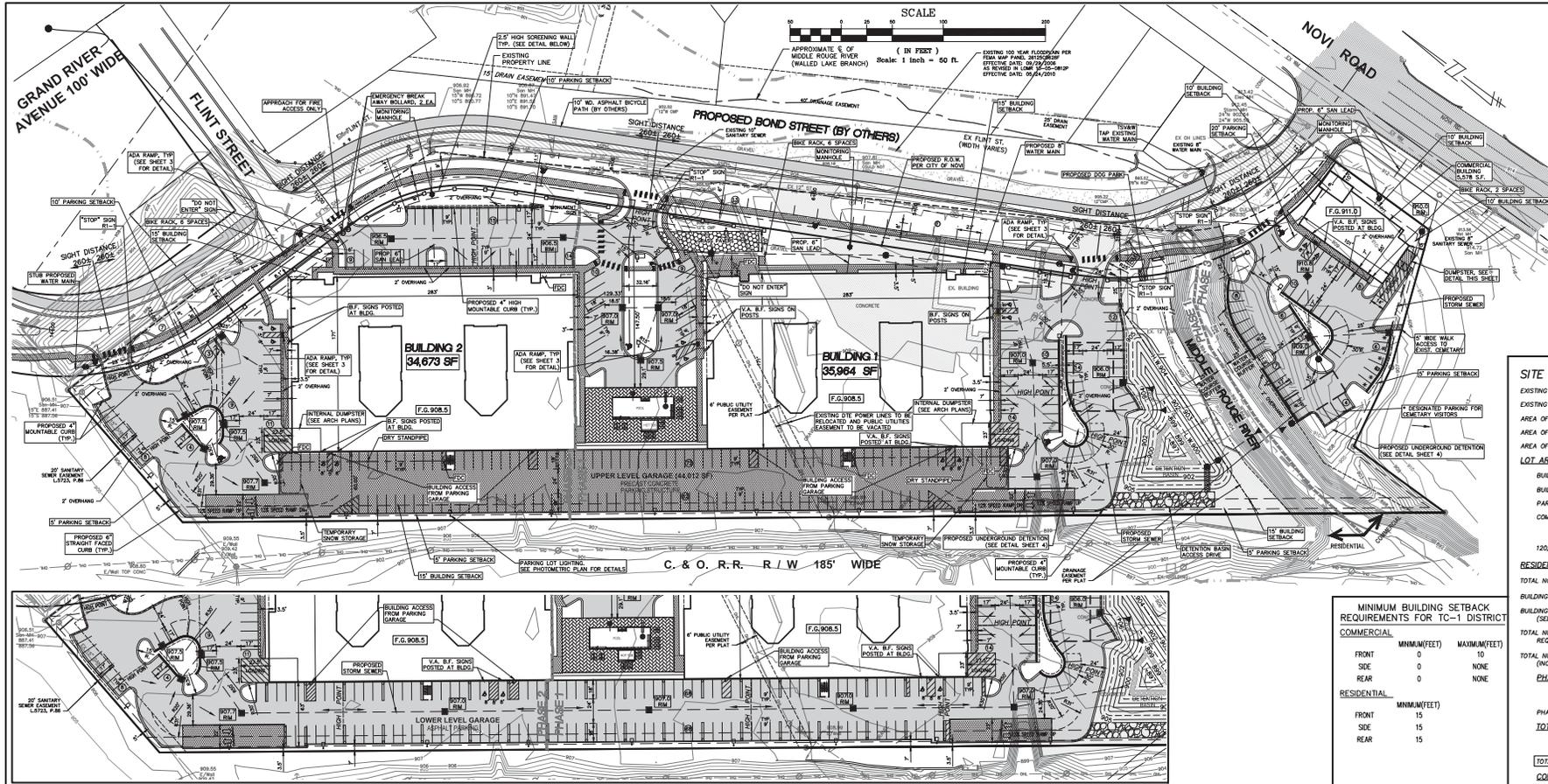
SHEET 2

GENERAL BLDG NOTES		SYMBOL LEGEND - BLDG PLANS																																											
<ol style="list-style-type: none"> PROVIDE A BROOM FINISH AT ALL SLOPED CONCRETE SURFACES. ALL FLAT CORRIDOR SURFACES TO BE TROWELED SMOOTH AND SEALED. ALL ACCESSIBLE ENTRANCES SHALL HAVE NO MORE THAN A 2% SLOPE FOR A DISTANCE OF 40' PERPENDICULAR TO THE DOOR. ALL EXTERIOR COMMON USE DOORS SHOULD BE ACCESSIBLE. REF A-30. NOTES, DIMENSIONS, AND TAGS ARE INCLUDED ON THE ENLARGED A4.06 PLANS. REFER TO A4.00 SHEETS FOR ANNOTATIONS. AND A4.00 SHEETS FOR STAIRS, ELEVATORS, AND TRASH ROOMS. FOR UNIT INTERIOR WALL TYPES REFER TO A4.00 UNIT SHEETS. METER, RISER, AND TELECOM ARE LOCATED ON THE BUILDING PLANS FOR REFERENCE ONLY. REFER TO CIVIL AND MEP PLANS FOR THE ACTUAL METER AND EQUIPMENT SIZE AND LOCATION. FIRE EXTINGUISHERS ARE TO BE LOCATED IN CORRIDORS WITH A 75' MAXIMUM TRAVEL DISTANCE TO EXTINGUISHER. CONTROL JOINTS SHOULD BE SPACED BY GYPSUM WALL BOARD TO LIMIT EXPANSION TO 30' MAXIMUM. CONTROL JOINTS SHALL BE PROVIDED AT DOOR JAMBS, EXTENDING FROM DOOR HEAD TO CEILING. CEILING GYPSUM BOARD CONTROL JOINTS SHOULD LIMIT THE CEILING AREA TO 200 SF MAX. AND 9' IN EITHER DIRECTION. CONTROL JOINTS SHOULD BE INSTALLED WHERE THERE IS A CHANGE IN DIRECTION IN CEILING FINISH, FURRING OR SPICE CONTROL JOINTS AT THE CEILING AND WALL PER THE MANUFACTURER'S RECOMMENDED INSTALLATION GUIDELINES. CEILING AND WALL CONTROL JOINTS ARE TO ALIGN AT ALL INTERSECTIONS WHERE APPLICABLE TO FORM A CONTINUOUS CONTROL JOINT. ENSURE THAT CONTROL JOINTS ARE LOCATED AT STRUCTURAL CONSTRUCTION JOINTS AND AT THE TOP AND BOTTOM OF ALL INTERIOR RAMP. WHERE AN ELEVATOR OR STAIR EXIT IS WITHIN 21" OF AN ALCOVE, CORNER OR OTHER POTENTIAL HIDING PLACE, POSITION A REFRACTING MIRROR TO ALLOW SOMEONE IN THE EXIT DOORWAY TO OBSERVE IN THE MIRROR THE AREA AROUND THE CORNER OR WITHIN THE ALCOVE THAT IS ADJACENT TO THE DOORWAY. 		<table border="0"> <tr> <td></td> <td>EXTERIOR ELEVATION TAG</td> <td></td> <td>WALL SECTION TAG</td> <td></td> <td>DETAIL SECTION TAG</td> <td></td> <td>PARTITION WALL TAG REF AT 15'</td> <td></td> <td>TYPE 'X' ANG UNITS</td> <td></td> <td>FURROW</td> <td></td> <td>2x4 WALL</td> <td></td> <td>2x4 FIRE WALL</td> <td></td> <td>1x4 FIRE BARRIER</td> <td></td> <td>1x4 FIRE BARRIER</td> <td></td> <td>1x4 FIRE PARTITION AT UNIT SEPARATION</td> <td></td> <td>1x4 FIRE PARTITION AT CORRIDORS</td> <td></td> <td>ASSUMED PROPERTY LINE</td> <td></td> <td>6x12 BRICK/CORRUGATED LEDGE</td> <td></td> <td>DOOR TAG SYMBOL</td> <td></td> <td>WINDOW TAG SYMBOL</td> <td></td> <td>FLOOR COVER LOCATION</td> <td></td> <td>REF. STRUCT. & MEP</td> <td></td> <td>SEAR RECESSED FIRE EXTINGUISHER (WOOD FRAME WALLS, CABINETS, MAX 5' 0" AFF. TO TOP OF CABINET, MAX 30" IT, TRIGER DISTANCE)</td> <td></td> <td>FIRE-RATED FLOOR ELEVATION REFER TO CIVIL</td> <td></td> <td>UNIT TYPE SHEET NUMBER</td> </tr> </table>			EXTERIOR ELEVATION TAG		WALL SECTION TAG		DETAIL SECTION TAG		PARTITION WALL TAG REF AT 15'		TYPE 'X' ANG UNITS		FURROW		2x4 WALL		2x4 FIRE WALL		1x4 FIRE BARRIER		1x4 FIRE BARRIER		1x4 FIRE PARTITION AT UNIT SEPARATION		1x4 FIRE PARTITION AT CORRIDORS		ASSUMED PROPERTY LINE		6x12 BRICK/CORRUGATED LEDGE		DOOR TAG SYMBOL		WINDOW TAG SYMBOL		FLOOR COVER LOCATION		REF. STRUCT. & MEP		SEAR RECESSED FIRE EXTINGUISHER (WOOD FRAME WALLS, CABINETS, MAX 5' 0" AFF. TO TOP OF CABINET, MAX 30" IT, TRIGER DISTANCE)		FIRE-RATED FLOOR ELEVATION REFER TO CIVIL		UNIT TYPE SHEET NUMBER
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PREVIOUSLY APPROVED SITE PLAN

(Full plan set available for viewing at the Community Development Department.)

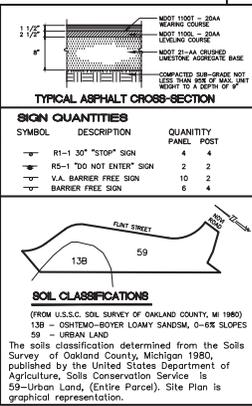
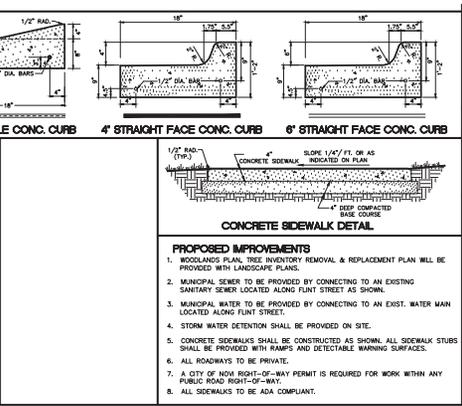
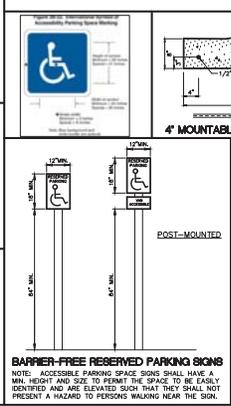
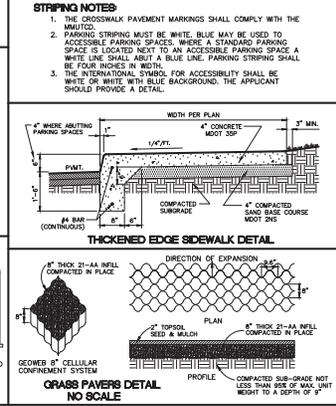
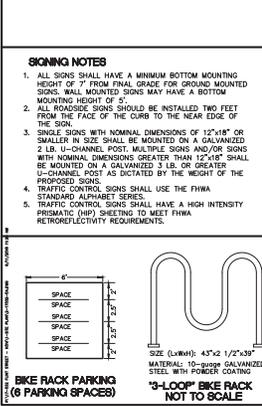


SITE DATA:

EXISTING ZONING	= TC-1
EXISTING AREA OF SITE GROSS	= 8,731 AC
AREA OF SITE GROSS (AFTER R.O.W. TAKING)	= 7,744 AC
AREA OF COMMERCIAL SITE	= 1,07 AC
AREA OF RESIDENTIAL SITE	= 6,67 AC
LOT AREA COVERAGE:	
BUILDING 1 (PHASE 1)	= 35,964 SF
BUILDING 2 (PHASE 2)	= 34,673 SF
PARKING GARAGE	= 44,012 SF
COMMERCIAL BUILDING	= 5,578 SF
TOTAL AREA	120,227 SF
120,227 SF / 337,154 SF	= 35.66%
RESIDENTIAL (PHASES 1 & 2):	
TOTAL NO. OF RESIDENTIAL UNITS	= 253 UNITS
BUILDING 1 (PHASE 1):	= 127 UNITS
BUILDING 2 (PHASE 2):	= 126 UNITS
(SEE ARCHITECTURAL PLANS FOR DETAILS)	
TOTAL NUMBER OF RESIDENTIAL PARKING REQUIRED (TC DISTRICT):	= 432
TOTAL NUMBER OF RESIDENTIAL PROVIDED (INCLUDING 14 R.P. PARKING SPACES):	
PHASE 1:	
2-LEVEL GARAGE	= 152
SURFACE BOND STREET PARALLEL	= 20
PHASE 1 RESIDENTIAL PARKING SPACES PROVIDED = 231	
TOTAL:	
2-LEVEL GARAGE	= 270
SURFACE BOND STREET PARALLEL	= 142
TOTAL RESIDENTIAL PARKING SPACES PROVIDED = 432	
COMMERCIAL (PHASE 3):	
TOTAL FLOOR AREA	= 5,578 SF
(USE 5% UNDETERMINED)	
PARKING SPACES PROVIDED	= 49
BICYCLE PARKING PROVIDED:	
BUILDING 1	ROOM 20 EA. OUTDOOR 6 EA.
BUILDING 2	ROOM 20 EA. OUTDOOR 6 EA.
TOTAL RESIDENTIAL SPACES: 52 (50 REQUIRED)	
COMMERCIAL: OUTDOOR 2 EA. (2 REQUIRED)	

MINIMUM BUILDING SETBACK REQUIREMENTS FOR TC-1 DISTRICT

COMMERCIAL	MINIMUM (FEET)	MAXIMUM (FEET)
FRONT	0	10
SIDE	0	NONE
REAR	0	NONE
RESIDENTIAL		
FRONT	15	
SIDE	15	
REAR	15	



MINIMUM PARKING SETBACK

COMMERCIAL	FRONT	REAR	SIDE
FRONT	20 FT.		
REAR	10 FT.		
SIDE	10 FT.		
RESIDENTIAL			
FRONT	10 FT.		
REAR	5 FT.		
SIDE	5 FT.		

THE BOND

SECTION 22, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE
1	REVISED PER NOW PLANNING REVIEW	06-11-18

811 Know what's below. Call before you dig.

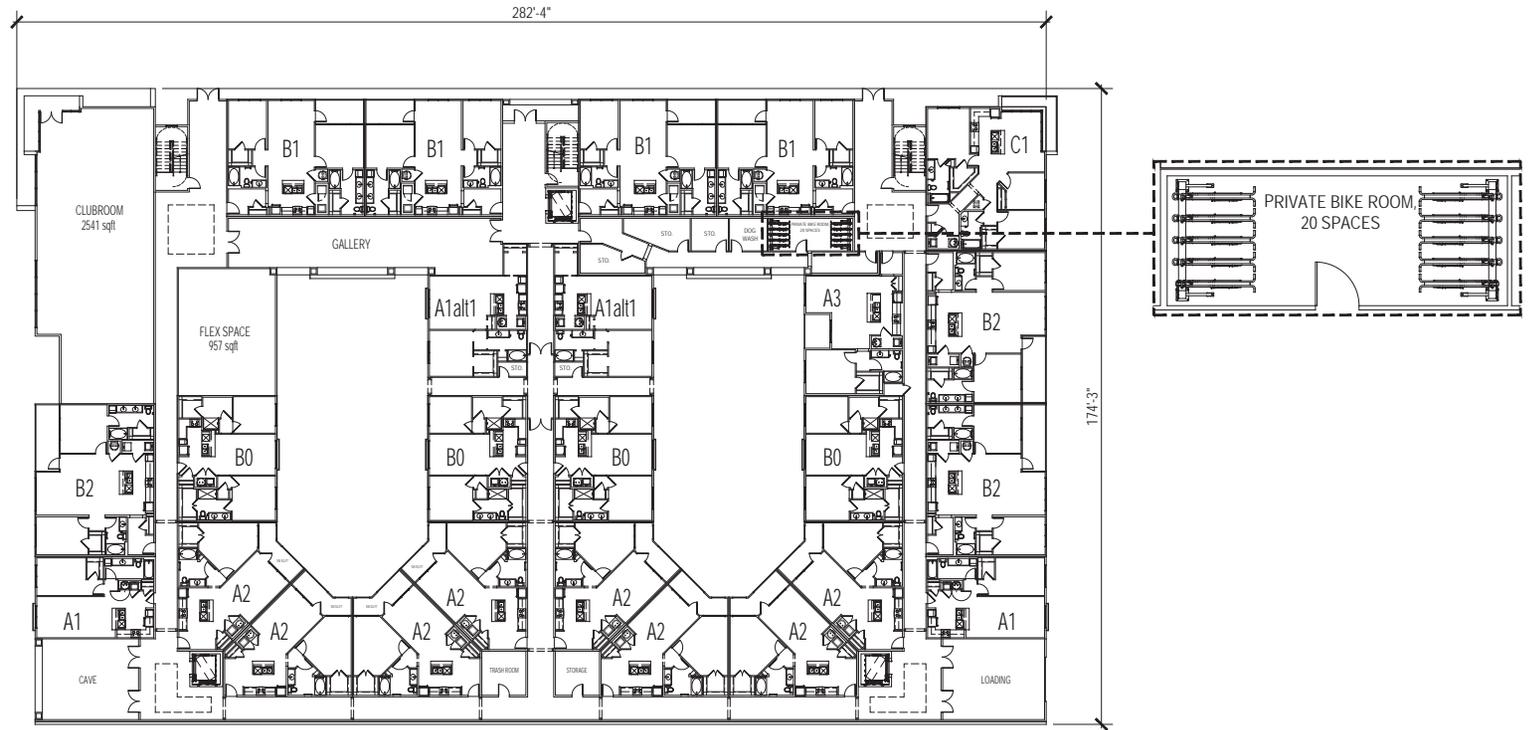
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY/OR RELOCATION OF ALL UTILITIES THAT ARE TO BE REMOVED WITH CONSTRUCTION.

OVERALL SITE PLAN

SEIBER, KRAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS
100 MANICENTRE #SUITE 106 NORTHVILLE, MI #48167
PHONE: 248.268.3331

SHEET 2



BUILDING TYPE-II 1ST FLOOR PLAN

SCALE: 1/16" = 1'-0" (24"x36" SHEET)



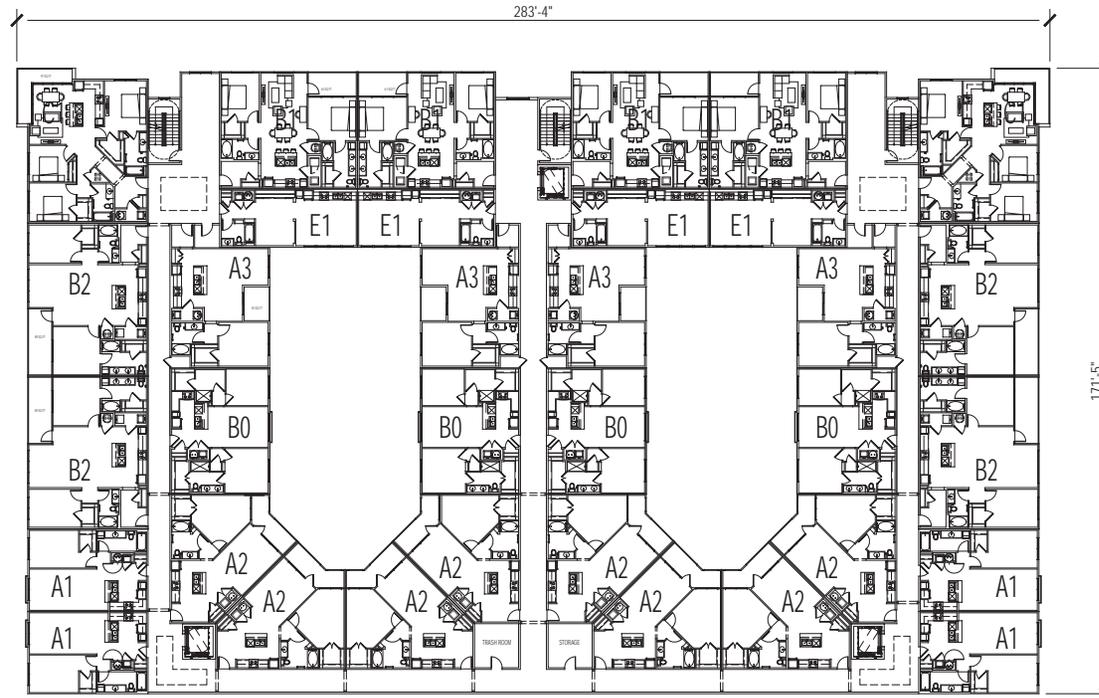
HUMPHREYS & PARTNERS ARCHITECTS, L.P.
 5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com



BLDG TYPE 2 - 1ST FLOOR PLAN
 SCHEME 05
 June 11, 2018

A410
THE BOND
 Novi, MI
 HPAF 17659

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BUILDING TYPE-II 2ND FLOOR PLAN

SCALE: 1/16" = 1'-0" (24"x36" SHEET)



HUMPHREYS & PARTNERS ARCHITECTS, L.P.
 5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com



BLDG TYPE 2 - 2ND FLOOR PLAN
 SCHEME 05
 June 11, 2018

A411

THE BOND
 Novi, MI
 HPAF 17659

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PLANNING REVIEW



PLAN REVIEW CENTER REPORT

October 29, 2019

Planning Review

The Bond fka The District

JSP 18-10

PETITIONER

The Bond, fka The District

REVIEW TYPE

Revised Preliminary Site Plan

PROPERTY CHARACTERISTICS

Section	22	
Site Location	west side of Flint Street in the south west corner of Grand River Avenue and Novi Road ; 50-22-22-226-005 and 50-22-22-226-003;	
Site School	Novi Community School District	
Site Zoning	TC-1: Town Center One	
Adjoining	North	TC-1: Town Center One
	East	TC-1: Town Center One
	West	I-1 Light Industrial across rail road
	South	TC-1: Town Center One
Current Site	Vacant	
Adjoining Uses	North	Commercial
	East	Commercial: City Center Plaza
	West	Gen Mar and CVS warehouse
	South	Novi Cemetery
Site Size	8.73 Acres, after ROW dedication 7.74 acres	
Plan Date	Revised October 10, 2019 (Original: May 10, 2018)	

PROJECT SUMMARY

The subject property is approximately 7.74 acres and is located on the southwest side of Flint Street. Flint Street is located near the southwest quadrant of Grand River Avenue and Novi Road (Section 22). The applicant is proposing to redevelop the former Fendt Transit Mix Concrete Plant into a mixed use development with two four-story multi-family residential buildings with 260 units and a single-story commercial building. The site improvements include a two level parking structure, surface parking, site amenities such as a swimming pool, landscaped courtyards and related landscape improvements.

APPROVAL SUMMARY

The preliminary site plan has received the following approvals:

1. On June 27, 2018, the Planning Commission held a public hearing and recommended City Council to approve the Preliminary Site Plan, Phasing Plan, Woodlands Permit, and Storm Water Management Plan.
2. On July 23, 2018, the City Council approved the Preliminary Site Plan, Phasing Plan, Woodlands Permit, and Storm Water Management Plan.
3. On August 14, 2018, the Zoning Board of Appeals approved a list of variances as noted in City Council action summary attached.

RECOMMENDATION

Approval of revised Preliminary Site Plan is **recommended** subject to the City Council approval of increased room count and the Zoning Board of Appeals approval of increase in percentage of 1-bedroom units.

ORDINANCE REQUIREMENTS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other applicable provisions of the Zoning Ordinance. Items in **bold** below must be addressed and incorporated as part of the Final Site Plan submittal:

1. Current Revised Site Plan: With the current revised plan, the applicant is proposing to add seven 1-bedroom units to the approved unit mix. The additional units are proposed by replacing the 2-story ceiling for the lobby and community office area and making some internal floor layout changes. **The revised site plan does not indicate significant changes to the building footprint or the site layout.** The applicant noted that the minor changes to the site plan will comply with the ordinance requirements at the time of final site plan. The site plan is subject to all previous approved conditions and deviations except the two that proposed to be revised. The following items will be checked for compliance at the time of final site plan.
 - a. Air intake louvers
 - b. Building elevations
 - c. Storm water management plan
 - d. Landscape plan

If any items do not comply with the requirements, the applicant shall seek necessary approvals at that time. **The applicant states that the increase is proposed due to their market study finding that the proposed development should consist of 60% 1-bedroom units. The applicant states that their target renters mostly prefer to have smaller living spaces but more on-site amenities for active and passive recreation. The applicants are proposing a large number of amenities and services on site, such as Dog Park, bike repair, dog wash, gyms, studios and conference rooms. They further state that the proposed unit mix tends to provide a more urban apartment living style than the traditional suburban style living.**

2. Density and Total Number of Rooms: Previously approved site plan proposed a total of 253 units, of with a total of 627 rooms. Proposed development exceeded the maximum room count and received the following related variance from the City Council:
City Council finding per Section 4.82.2.b. for allowing an increase of the maximum number of rooms allowed (421 allowed, 627 proposed) based on justification provided by the applicant in their response letter dated June 22, 2018;

With the current revised site plan, the applicant is proposing to add seven 1-bedroom units to the mix and thus increasing the total room count to 641. This would require approval of the increased room count by the City Council.

In the Town Center district, total number of rooms dictates the maximum density that can be attained for a specific site. The current ordinance provides clear guidelines if the development contains only one type of bedroom units, and uses a factor if a mix of different types of units are proposed. This development proposes a mix of 1, 2 and 3 bedroom units. In TC and TC-1, Maximum allowable rooms is calculated by taking the area of the parcel in square feet, divided by a factor of 800 for a mixed use development. For the subject parcel, the maximum number of rooms allowed for this property is 421 rooms (7.74 acres = 336, 718 sq. ft. / 800).

Staff has determined that in order to not exceed the maximum allowable room count of 421 rooms, the development for the subject property cannot exceed 201 units, with a density of 23 dwelling units per acre. This number is calculated based on the site acreage of 7.74 acres, the percentage of

unit mix the applicant is proposing (59% 1 BR units, 35% 2 BR units and 6% 3 BR units), and the recommended density for each type of unit specified in the Sec. 4.82.2. Please note that the total number of units may differ from 201 (and the corresponding density), if the percentage mix is revised.

The applicant is now proposing 641 rooms with a total density of approximately 33 DUA (Dwelling Units per Acre). City Council approved up to 627 and the applicant is seeking approval for the additional 10 rooms. The additional rooms do not significantly impact the previously approved density of 33 DUA.

3. Percentage of 1-Bedroom units: Previously approved site plan proposed a total of 253 units, of which a 58 percent are one-bedroom units (a total of 146 1-bedroom units). Proposed development exceeded the maximum percentage of 1 bedroom units and received the following related variances:

A Zoning Board of Appeals variance from Section 4.82.2 for increasing the maximum percentage of one bed room units allowed for this development (50% maximum allowed, 58% proposed) based on applicants response that a 60% unit mix is recommended based on their internal marketing survey and assessment;

With the current revised site plan, the applicant is proposing to add five 1-bedroom units to the mix and thus increasing the percentage of 1-bedroom units to 59 % (154 units). This would require approval of the increased variance by the Zoning Board of Appeals.

Sec. 4.82.2. Residential Guidelines for Development				
Note: Staff has made a determination for mixed use guidelines that is consistent with non-mixed use guidelines. For purpose of determining compliance, the minimum square footages are associated with number of bedroom as follows: 1 BR- 500 SF min; 2 BR- 750 SF min; 3 BR – 750 SF min; 4+ BR- 1,000 SF min; The applicant has proposed a mix of 1, 2, and 3 bedroom units. One bed room units range from 603 sf to 864 sf. Two bedroom units range from 944 sf to 1259 sf; 3 br are at 1277 sf. The applicant has provided floor plans.				
Item	Required Code	Proposed	Meets Code	Comments
Maximum Room Count : Mixed Use Guidelines(Sec. 4.82.2)				
Efficiency-400	1	Not proposed	Yes	See note above
1 BR: 500 sq. ft.	2	2	Yes	
2 BR: 750sq. ft.	3	3	Yes	
3 BR: 900 sq. ft.	4	4	Yes	
4 BR: 1000 sq. ft.	5	Not proposed		
Maximum Density: Mixed Use Guidelines(Sec. 4.82.2)				
Efficiency-400	--	Proposed density: 33 DUA	No	Please see Planning review letter for more details. Density for residential dwellings in TC-1 is based on the maximum number of rooms allowed. <u>City Council can approve the increase of maximum number of rooms and thus the increase in density.</u>
1 BR: 500 sq. ft.	27.3 DUA (a)	Allowable Density: 23 DUA; Allowable density is calculated based on maximum number of rooms allowed for this property (421 rooms)		
2 BR: 750sq. ft.	18.15 DUA			
3 BR: 900 sq. ft.	13.61 DUA			
4 BR: 1000 sq. ft.	10.89 DUA			

Maximum Percentage of Units : <i>Mixed Use Guidelines</i> (Sec. 4.82.2)				
Efficiency-400	5%	Not proposed		<u>A zoning board of appeals variance is required for exceeding the maximum allowable percentage for 1 bedroom units</u>
1 BR: 500 sq. ft.	50%	1 BR @ 154 units : 59 %	No	
2 BR: 750sq. ft.	100%	2 BR @ 91 units : 37 %	Yes	
3 BR: 900 sq. ft.	100%	3 BR @ 15 units : 6 %	Yes	
4 BR: 1000 sq. ft.	100%	Not proposed		

4. Total Parking required and Proposed: After reviewing all information provided, staff recommended adding a 20% contingency to minimum required count per TC-1 requirements. The contingency would address the unknown factors such as renters demographic and occupancy rate, etc. **With the additional seven 1-bedroom units, a total of 440 spaces are required. The current site plan indicates a total of 438 spaces. The proposed number meets the Ordinance minimum, but not the recommended additional 20% contingency. However, our Traffic consultant noted that the underage is not of a significant concern and the proposed number of spaces is acceptable.**

Minimum Off-street parking per unit: <i>Mixed Use Guidelines</i> (Sec. 4.82.2)				
Efficiency-400	1 per unit	154 spaces @ 1 BR 182 spaces @ 2 BR 30 spaces @ 3 BR Total 365 spaces required plus 20% contingency parking Total 438 spaces proposed	Yes	Minimum required parking for additional units proposed is provided.
1 BR: 500 sq. ft.	1 per unit		Yes	
2 BR: 750sq. ft.	2 per unit		Yes	
3 BR: 900 sq. ft.	2 per unit		Yes	
4 BR: 1000 sq. ft.	2 per unit			

OTHER REVIEWS

The current revised site plan is processed for Planning and Fire review only. All other reviewers will provide comments at the time of final site plan review.

- a. Fire Review (Revised with this submittal): Additional comments to be addressed with revised Preliminary Site Plan. Additional comments to be addressed with Final Site Plan.

NEXT STEP: CITY COUNCIL MEETING

The request for approval of increase in room count is scheduled for the City Council meeting on November 25. Please provide the following no later than November 13, 2019.

- 1. A response letter addressing the comments in this review letter.
- 2. Revised sheet SP-05 with updated room counts and unit counts in PDF format and 1 hard copy.
- 3. Revised sheets for A 420 and A 421 (floor plans for Building 1).

ZONING BOARD OF APPEALS MEETING

The request for approval of increase in percentage of 1-bedroom units is scheduled for consideration at November 12, 2019 Zoning Board of Appeals meeting.

FINAL SITE PLAN SUBMITTAL

After receiving the approval from City Council and variances approved by ZBA, the applicant should submit the following for Final site plan review and approval

- 1. Seven copies of Final Site Plan addressing all comments from Preliminary review
- 2. Response letter **addressing all comments and refer to sheet numbers where the change is reflected. Please refer to the last review letters from other reviewers.**
- 3. [Final Site Plan Application](#)
- 4. [Final Site Plan Checklist](#)
- 5. Engineering Cost Estimate

6. Landscape Cost Estimate
7. [Other Agency Checklist](#)
8. [Hazardous Materials Packet](#) (Non-residential developments)
9. [Non-Domestic User Survey](#) (Non-residential developments)
10. Legal Documents as required
11. Drafts of any legal documents (note that off-site easements need to be executed and any on-site easements need to be submitted in draft form before stamping sets will be stamped)

ELECTRONIC STAMPING SET SUBMITTAL AND RESPONSE LETTER

After receiving Final Site Plan approval, please submit the following for Electronic stamping set approval:

1. Plans addressing the comments in all of the staff and consultant review letters in PDF format.
2. Response letter addressing all comments in ALL letters and ALL charts and **refer to sheet numbers where the change is reflected.**

STAMPING SET APPROVAL

Stamping sets are still required for this project. After having received all of the review letters from City staff the applicant should make the appropriate changes on the plans and submit **10 size 24" x 36" copies with original signature and original seals**, to the Community Development Department for final Stamping Set approval.

SITE ADDRESSING

A new address is required for this project. The applicant should contact the Building Division for an address prior to applying for a building permit. Building permit applications cannot be processed without a correct address. The address application can be found by clicking on this [link](#).

Please contact the Ordinance Division 248.735.5678 in the Community Development Department with any specific questions regarding addressing of sites.

STREET AND PROJECT NAME

The project and the street name are approved. Please contact Hannah Smith (248-347-0579) in the Community Development Department for additional information. The address application can be found by clicking on this [link](#).

PRE-CONSTRUCTION MEETING

A Pre-Construction meeting is required for this project. Prior to the start of any work on the site, Pre-Construction (Pre-Con) meetings must be held with the applicant's contractor and the City's consulting engineer. Pre-Con meetings are generally held after Stamping Sets have been issued and prior to the start of any work on the site. There are a variety of requirements, fees and permits that must be issued before a Pre-Con can be scheduled. If you have questions regarding the checklist or the Pre-Con itself, please contact Sarah Marchioni [248.347.0430 or smarchioni@cityofnovi.org] in the Community Development Department.

CHAPTER 26.5

Chapter 26.5 of the City of Novi Code of Ordinances generally requires all projects be completed within two years of the issuance of any starting permit. Please contact Sarah Marchioni at 248-347-0430 for additional information on starting permits. The applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5607 or skomaragiri@cityofnovi.org.



CITY COUNCIL ACTION SUMMARY

On July 23, 2018, the City Council approved the Preliminary Site Plan, Phasing Plan, Woodlands Permit, and Storm Water Management Plan based on the following motion:

Approval of the request of DTN Management/Tricap Holdings for JSP 18-10 for the Preliminary Site Plan, Phasing Plan, Woodland Permit, and Storm Water Management Plan, subject to and based on the following:

1. The applicant shall provide a form of agreement and/or financial guarantees as acceptable to the City, at the time of Final Site Plan submittal, to assure that the commercial component will be built within a certain time as suggested by applicant and approved by the City.
2. City Council finding per Section 4.82.2.b. for allowing an increase of the maximum number of rooms allowed (421 allowed, 627 proposed) *based on justification provided by the applicant in their response letter dated June 22, 2018;*
3. A City Council waiver for exceeding the maximum allowable front yard building setback per Section 3.1.26.D (10 ft. maximum allowed, approximately 15 ft. proposed) *due to the unusual and shallow shape of the subject property;*
4. City Council approval according to Sec. 3.6.2.Q. for allowing an increase in the minimum required parking setback as listed in Sec. 3.1.26.D for six parking spaces designated for public use (10 ft. maximum allowed, approximately 7 ft. proposed) *as the applicant has clearly demonstrated that the minimum parking setback area is met in the remainder of the site;*
5. City Council variance from Sec. 11-239(b)(1),(2) of Novi City Code for the absence of hard surface for parking lot and driveway for proposed temporary parking lot of six spaces in Phase 1 *as the requirements will be met at the time of Phase 3 construction within a certain time mutually agreed between the applicant and the City;*
6. City Council variance from Sec. 11-239(b)(1),(2) of Novi City Code for absence of curb and gutter for parking lot and driveway for proposed temporary parking lot of six spaces in Phase 1 *as the requirements will be met at the time of Phase 3 construction within a certain time mutually agreed between the applicant and the City;*
7. City Council variance from Sec. 11-239(b)(3) of Novi City Code for absence of pavement markings and layout including end islands for proposed temporary parking lot of six spaces in Phase 1 *as the requirements will be met at the time of Phase 3 construction within a certain time mutually agreed between the applicant and the City;*
8. A Section 9 waiver for the following deviations *as the overall appearance of the building would not be significantly improved by strict application of the percentage listed in the Ordinance:*
 - a. Not providing the 30 percent minimum required brick on the facades for Building 1 and 2 as follows: east (28% proposed), north (28% proposed) and south (26% proposed);
 - b. Exceeding the 25 percent maximum allowed percentage of EIFS on all facades for Building 1 and 2 (proposed: East - 28%, North - 38%, South - 35% and West - 48%);
 - c. Not providing the 50 percent minimum required brick and stone for TC-1 district on the north façade for Building 1 and 2 (48% proposed);
 - d. Not providing the minimum 30 percent required brick on all facades for the Commercial Building (proposed: North - 23%, West - 8%, South - 8% and East - 17%);
 - e. Exceeding the 50 percent maximum allowed for Cast Stone on all facades for the Commercial Building (proposed: North - 55%, West - 76%, South - 76% and East - 64%);
 - f. Exceeding the maximum allowed percentage for Ribbed Metal (0% allowed) on all facades providing the ribbed metal for the Commercial Building (proposed: North - 12%, West - 6%, South - 6% and East - 9%);
 - g. Exceeding the maximum allowed concrete for west facade of the parking structure (0% allowed, 100% proposed) in lieu of providing the minimum required brick (30% minimum required, 0% provided);
 - h. Exceeding the maximum allowed cast stone for north and south facades of the parking structure (0% allowed, 100% proposed) in lieu of providing the minimum required brick (30% minimum required, 0% provided);

9. Landscape waiver from Sec. 5.5.3.B.ii for the lack of a berm and screening *as the applicant proposed a line of arborvitaes along the property line to soften the view toward the railroad tracks and industrial site beyond in lieu of required landscape screening;*
10. Landscape waiver from Sec. 5.5.3.B.ii for a reduction in the required greenbelt width between the right-of-way and parking areas along Flint/Bond Street (20 ft. width required, a range of 10 ft. to 20 ft. provided). A 2.5 foot brick wall screening the parking and additional landscaping in the narrower areas help to compensate for the lack of space in the areas with just a 10 foot greenbelt;
11. Landscape waiver from Sec. 5.5.3.F.ii.b(1) for a reduction in the total number multifamily unit trees provided (147 trees required, 127 provided) *as the reduction is only 14% from the total requirements and the site is otherwise well-landscaped;*
12. Landscape waiver from Sec. 5.5.3.F.ii.B(2) for the reduction in the number of interior roadway perimeter trees provided (1 tree short) *due to conflict with fire access lane (grass pavers);*
13. Landscape waiver from Sec. 5.5.3.D. for the deficiency in the foundation landscaping coverage around the parking deck *due to limited space available along the southwest side, along the railroad. Large arborvitaes are proposed in that area to help screen the view of the railroad and the industrial site;*
14. Landscape waiver from Sec. 5.5.3.C.(3) Chart footnote for not proposing the required parking lot perimeter trees for the temporary gravel parking proposed to be constructed for use by visitors to Novi Cemetery in Phase 1 (11 trees required, 0 proposed) *as the landscape requirements will be met at the time of Phase 3 construction within a certain time mutually agreed between the applicant and the City;*
15. The following variances would require Zoning Board of Appeals approval:
 - a. A Zoning Board of Appeals variance from Section 4.82.2 for increasing the maximum percentage of one bed room units allowed for this development (50% maximum allowed, 58% proposed) *based on applicants response that a 60% unit mix is recommended based on their internal marketing survey and assessment;*
 - b. A Zoning Board of Appeals variance from Section 3.27.1.D for allowing parking in side yard for commercial building(around 49 spaces) *due to the unusual shallow shape of the subject property and the inability to park in the rear yard;*
 - c. A Zoning Board of Appeals variance from Section 3.27.1.D for allowing parking in front yard for residential section (around 38 spaces, 9% of total 432 spaces) *due to the unusual shallow shape of the subject property and the inability to park in the rear yard;*
 - d. A Zoning Board of Appeals variance from Section 3.27.1.D for allowing parking in side yard for residential section (around 50 spaces,12% of total spaces in east and 35 spaces 12% of total spaces in west) *due to the unusual shallow shape of the subject property and the inability to park in the rear yard;*
 - e. A Zoning Board of Appeals variance from Section 4.82.2.e for a reduction of the minimum building setback for Building 1 on the east side (15 ft. required, a minimum of 12 ft. with overhang of 8.8 ft. proposed for an approximate length of 12 ft., total building length is 283 ft.) *due to the unusual shallow shape of the subject property;*
 - f. A Zoning Board of Appeals variance from Section 4.82.2.e for a reduction of the minimum building setback for Building 2 on the east side (15 ft. required, a minimum of 8 ft. with overhang of 3.8 ft. proposed for an approximate length of 16 ft., total building length is 283 ft.) *due to the unusual shallow shape of the subject property;*
 - g. A Zoning Board of Appeals variance from Section 4.82.2.e for a reduction of the minimum building setback for the parking garage on the west side (15 ft. required, 5 ft. proposed for entire structure, total building length is 283 ft.) *due to the unusual shallow shape of the subject property;*
 - h. A Zoning Board of Appeals variance from Section 5.7.3.E. for allowing an increase of the average to minimum light level ratio for the site (4:1 maximum allowed, 4.81 provided) *due to site layout and the site's shallow depth;*
 - i. A Zoning Board of Appeals variance from Section 5.7.3.K for exceeding the maximum allowed foot candle measurements along the south property line abutting the railroad

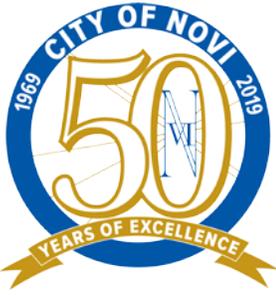
tracks (1 foot candle is maximum allowed, up to 1.7 foot candles is proposed for a small area);

- j. A Zoning Board of Appeals variance from Section 3.27.1.H. and Sec. 5.4.2 for allowing two loading areas in the side yard for the residential section *due to the unusual shallow shape of the subject property;*
- k. A Zoning Board of Appeals variance from Section Sec. 5.4.2 for a reduction in the minimum required loading area for each of the two loading spaces in the residential section (2,830 square feet required, 644 square feet provided) *due to residential nature of the development that does not require larger loading areas;*
- l. A Zoning Board of Appeals variance from Section 3.27.1.I. for a reduction in width of the sidewalk along a non-residential collector (12.5 feet required on both sides, 8 feet proposed on west side and 10 feet asphalt path proposed on east) *as it aligns with City's current plans for Flint Street realignment;*
- m. A Zoning Board of Appeals variance from Section 5.3.2. for a reduction of the minimum parking bay depth for spaces proposed in the parking garage (19 ft. minimum required, 18 ft. proposed) *as the depth is limited by the pre-fabricated manufacturers specifications;* and

16. The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Final Site Plan.

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance, Chapter 11 and Chapter 37 of the Code of Ordinances and all other applicable provisions of the Ordinance.

FIRE REVIEW



October 16, 2019

TO: Barbara McBeth- City Planner
Sri Ravali Komaragiri- Plan Review Center
Lindsay Bell-Plan Review Center
Madeleine Kopko- Plan Review Center

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Laura Marie Casey

Kelly Breen

Ramesh Verma

Doreen Poupard

City Manager
Peter E. Auger

**Director of Public Safety
Chief of Police**
David E. Molloy

Director of EMS/Fire Operations
Jeffery R. Johnson

Assistant Chief of Police
Erick W. Zinser

Assistant Chief of Police
Scott R. Baetens

RE: The District/The Bond (FKA Flint Street Development)

PSP #19-0152
PSP#18-0089

Project Description:

Build 2 multi-story/multi family structures off of Flint St., and 1 commercial building property off Novi Rd x Flint St.

Comments:

- **CORRECTED 10/16/19**-MUST provide water-mains and sizes on a site plan for review.
- **CORRECTED 3/22/18** - MUST provide drawings to scale for turning radius review.
- **CORRECTED 10/16/19**-Turning radius in the middle and south parking lots do not city standards for 50' outside and 30' inside.
- **CORRECTED 6-14-18** Building >55' MUST be built to High Rise specifications.
- **CORRECTED 6-14-18 KSP**. Hydrant spacing is 300' from hydrant to hydrant (Not as the crow flies). Novi City Ordinance 11-68(F)(1)C.
- **Building #2's FDC locations MUST be with-in 100' from a fire hydrant.** (Novi City Ordinance Sec15-17 912.3). However FDC locations are NOT included for the residential buildings on this submittal. They must also be located within 100" of hydrants and not obstructed by landscaping.
- Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities supporting thirty-five (35) tons (Novi City Ordinance 503.2.3 Surface).
- **CORRECTED**- Dry standpipes/FDC's on each end of parking structure KSP 6-14-18. For the parking structures: The parking structures lengths are (710') longer than the fire departments

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

cityofnovi.org

pre connect hose lays. Need to figure out a solution for this issue. Possible dry stand pipe connections from both ends towards the middle.

Recommendation:

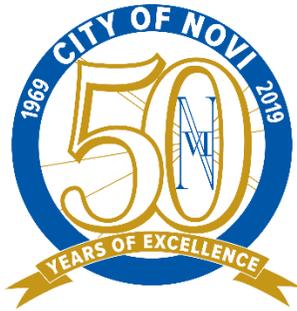
APPROVED WITH CONDITIONS

Sincerely,

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

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

cc: file



**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Amend investment policy to add additional approved financial institutions.

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION: The Treasury Department, at least on an annual basis, reviews the list of approved financial institutions to ensure they meet the qualifications as outlined in the City's investment policy. In addition to the annual review, as investment opportunities arise a review is made of new financial institutions to determine if they should be added to our approved list per the investment policy. The proposed amendment adds *Michigan State University Federal Credit Union* to the City's approved financial institution listing as they meet all the requirements of our investment policy and we would like to take advantage of several favorable investment opportunities.

RECOMMENDED ACTION: Amend investment policy to add additional approved financial institutions.

City of Novi
Oakland County
MICHIGAN

INVESTMENT POLICY

1.0 POLICY:

The City of Novi investment officer will invest public funds in a manner consistent with this policy. Investments shall be timed to meet the daily cash flow demands of the city, while at all times conforming to state statutes and local ordinances governing the investment of public funds.

2.0 SCOPE:

This investment policy applies to the investment activities of the City of Novi. Funds that are accounted for in the city financial report include:

- A) General Fund
- B) Special Revenue Funds
- C) Debt Service Funds
- D) Capital Project Funds
- E) Permanent Funds
- F) Enterprise Funds
- G) Trust and Agency Funds
- H) Component Units
- I) Any new fund created by the city council, unless specifically exempted

This policy does not cover investment activities of pension fund, retiree health care or deferred compensation monies in the event the city ever privatizes these retirement programs.

3.0 PRUDENCE:

The standard of prudence to be applied by the investment officer shall be the "prudent person" rule which states; "Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent person rule shall be applied in the context of managing the overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price change, provided deviations from expectations are reported to the chief financial officer in a timely fashion and appropriate action is taken to control adverse developments.

4.0 ETHICS AND CONFLICT OF INTEREST:

Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Novi.

5.0 OBJECTIVES:

Funds of the City of Novi will be invested in accordance with Michigan Public Act 20 of 1943 as amended and in accordance with the following objectives, procedures and policy.

A) Safety of Capital - Safety of principal will be the foremost objective of the City of Novi. Each investment transaction shall seek to first ensure that capital losses are avoided whether they are from defaults or erosion of market value.

B) Liquidity - The City's investment portfolio will remain sufficiently liquid to enable the city to meet all operating requirements that might be reasonably anticipated.

C) Return on Investment - The investment portfolio of the City of Novi shall be designed in a manner to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital.

D) Protection of Purchasing Power - Funds held for capital projects shall be invested so that they can reasonably be expected to produce enough income to offset inflationary construction cost increases. However, such funds shall never be exposed to risks that would jeopardize the asset's capital value or be in conflict with state law.

E) Maintain the Public's Trust - All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. In addition, the overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. Investment officials shall also avoid any transaction that might knowingly impair public confidence in the City of Novi's ability to govern effectively. Investment officers should have sufficient knowledge of financial markets and investment management, and should not be delegated to persons without proper credentials. Minimum credentials should include a four-year degree in

finance or related area by an accredited college or university.

6.0 DELEGATION OF AUTHORITY:

The City Treasurer and Assistant Treasurer shall be designated as the "Investment Officers" for the City of Novi and are responsible for investment decisions and activities. No person, including the Investment Officers, shall engage in investment transactions on behalf of the city except as provided under the terms of this policy and the administrative procedures as established by the City Treasurer.

7.0 QUALIFIED INSTITUTIONS:

The city shall maintain a listing of financial institutions that are approved for investment purposes. Banks shall provide, at minimum, their annual financial statements. The city shall conduct an annual evaluation of each bank's credit worthiness to determine whether it should be on the "Qualified Institution" listing.

When making a decision on the credit worthiness of a particular financial institution, rating agencies, the annual financial statement, reports, and other independently secured information on the financial health of the institution shall be taken into account. Any financial institution not posting a rating of one of the 2 highest classifications by one of the national rating organizations shall not be used for debt investments secured by their own credit worthiness.

Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers or be non-primary reporting dealers that have net capital equal to or greater than twice the amount required by the Securities and Exchange Commission's net capital rule. All security dealers must complete a Broker/Dealer Questionnaire that includes no less than the following:

- A) Name, address, and federal ID number of the parent firm;
- B) Address of the local office doing business with the City of Novi;
- C) The name and license number of the primary representative that will be conducting business with the city;
- D) A listing of all other personnel who will be offering, bidding, and quoting securities to the City of Novi authorized investment officer;
- E) Whether the firm is a primary dealer in U.S. Government Securities;
- F) The previous three years audited financial statement;
- G) A list of other public-sector clients;

- H) An explanation of the firm's precautions taken, if any, to protect the interests of the public when dealing with governmental agencies;
- I) And the following authorizations:
 - a) Whether or not any public-sector clients ever sustained a loss on a security transaction where the public sector client made a claim that the loss was due in whole or in part from a misunderstanding or misrepresentation of the risk characteristics of the instrument?
 - b) Whether any of their public-sector clients ever had to report a realized loss equaling more than 10% of the original purchase price on an investment purchased from your firm within a single year.
 - c) Whether their firm, or any of their employees doing business with the City of Novi, ever been subject to a regulatory, state or federal agency investigation for the alleged improper, fraudulent, disreputable or unfair activities related to the sale or purchase of a security, government obligation, agency, or pooled/fund type investment.
 - d) Whether a public-sector client of theirs ever claimed in writing that their firm was responsible for an investment loss?
 - e) How many investments offered to public sector clients failed last month? Last year?
 - f) Whether their firm consistently complied with, and is currently in conformance with, the Federal Reserve Bank's Securities Exchange Commission's capital adequacy guidelines. Have they ever exceeded the capital adequacy guidelines? Does the firm have a policy on the amount of capital to be used for this purpose? If your firm has fallen short within the past three years, by how much and for how long was each period?
 - g) Whether they participate in the SIPC insurance program?

All qualified institutions must acknowledge receipt of a copy of this policy in writing on their official letterhead before any transactions can be completed.

8.0 INSTRUMENTS:

In accordance with Michigan Public Act 20 of 1943 as amended, the surplus funds of the City of Novi will be invested as follows:

- (A) In bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- (B) In certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank or a savings and loan association which is a member of the Federal Deposit Insurance Corporation or a credit union which is insured by the National Credit Union Administration. The bank, savings and loan association or credit union must be eligible to be a depository of surplus funds belonging to the State.
- (C) In commercial paper rated at the time of purchase within the highest classifications established by not less than two standard rating services and which matures not more than 270 days after the date of purchase.
- (D) In United States government or federal agency obligation repurchase agreements. Repurchase agreements shall be negotiated only with dealers or financial institutions with which the city has negotiated a Master Repurchase Agreement. Repurchase Agreements must be signed with the bank or dealer and must contain provisions similar to those outlined in the Public Security Association's model Master Repurchase Agreement.
- (E) In bankers' acceptances of United States banks.
- (F) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.
- (G) Mutual funds registered under the investment company act of 1940, title I of Michigan chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. Included in this authorization are mutual funds that have net asset values (NAV) that fluctuate or can fluctuate on a periodic basis. A mutual fund is not disqualified as a permissible investment solely by reason of either of the following:
 - (a) The purchase of securities on a when-issued or delayed delivery basis.
 - (b) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.

- (c) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.
 - (d) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, 129.111 to 129.118.
 - (e) Obligations described in (a) through (g) if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967(Ex Sess) P.A. 7, MCL 124.501 to 124.512.
- (H) The investment of Retiree Health Care funds pursuant to Act 149 PA 1999, as allowed under Section 13 of Public Act 314, in assets that are generally permissible for the investment of pension funds. This would include investments in equities and other financial instruments that provide historically higher returns in exchange for an increase in investment risk. Investment risk is defined here as risk in capital market fluctuating (loss of value), risk in investment return (fluctuations in income producing products), and the possible loss of capital (underlying assets becoming worthless).
- For purposes of this section, the objectives listed in section 5 shall be altered in that the return on investment shall be of primary concern, followed by safety of capital and liquidity.
- (I) The investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.150.

Although permitted under state law, *collateralization will not be required on all investments with the exception of repurchase or reverse repurchase agreements.* Repurchase and reverse repurchase agreements must be collateralized at 102% of the market value of principal and accrued interest. All other investments will be looked at on a case-by-case basis taking into account liquidity, safety and yield.

9.0 INVESTMENT POOLS

Any investment into a pooled type account can only be made after the Investment Officer has completed a thorough investigation. After the initial investment has been approved, the investment officer must continue to monitor the account, reviewing the account's suitability as an investment vehicle. Due diligence by the Investment Officer is required. When reviewing the pooled account, the investment officer shall take into account the following:

- A) A detailed description of eligible investments made by the pool or fund;

- B) A written statement of the investment policy and the pool or fund objectives;
- C) A description of interest calculations and how interest is distributed;
- D) An explanation on how the fund will handle gains and losses within the fund;
- E) A description on how the funds will be safeguarded, and how often the underlying securities will be marked-to-market;
- F) Who will audit the fund or pool and how often;
- G) An explanation of who will be able to invest in the fund, how often investments can be made, and what size limitations, if any, will be in effect for the fund;
- H) A schedule for receiving statements and portfolio listings;
- I) A fee schedule, explaining how and when the fees will be assessed;
- J) Whether the fund will be able to receive bond proceeds, and whether they will accept bond proceeds;
- K) Does the pool or fund utilize any type of reserves or a retained earnings account? If so, how does this effect the interest earnings of the participants?

10.0 SAFEKEEPING AND DELIVERY-VS-PAYMENT:

All securities purchased by the City of Novi shall be properly designated as an asset of the city and held in safekeeping. No withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Treasurer or Assistant Treasurer as authorized herein.

The State of Michigan does not require collateralization of public funds. However, all security transactions having a value greater than SPIC or other applicable insurance shall be settled on a Delivery-vs-Payment (DVP) basis. A Trust or Safekeeping Receipt and proof of the applicable insurance will be required. Non-negotiable, non-collateralized Certificates of Deposit, as allowed under the law in the State of Michigan, shall be evidenced by a Safekeeping Receipt from the issuing bank.

11.0 DIVERSIFICATION:

It is the objective of the City of Novi to diversify its investment portfolios. Assets held in the common cash fund and other investment funds shall be diversified to eliminate the

risk of loss resulting from over concentration of assets of a specific maturity, individual financial institution, or type of security. Diversification strategies shall be determined and revised by the City Treasurer from time to time to meet diversification objectives (reducing overall portfolio risk while attaining market or above market average rates of return). It is also understood that temporary deviations from this objective may be necessary from time to time in order to accommodate certain financial goals and obligations.

Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll, debt service), as well as considering sizable blocks of anticipated revenue (taxes, state revenue sharing payments).

It is also desirable to maintain a portfolio that has no more than a 50% concentration in commercial paper. It is also desirable to maintain an individual fund at a 50% concentration in commercial paper or less. However, short-term fluctuations over the 50% target are acceptable within the individual fund as long as the entire portfolio maintains no more than a 50% concentration.

Permitted pool accounts will not be limited in use except by the general limitations issued under this policy under diversification and by the liquidity/safety/yield principle.

Direct term purchases by the investment officer of repurchase agreements or Bankers Acceptances generally should not exceed 25% of the fund portfolio.

CD's shall not be limited in use within the portfolio.

12.0 MATURITIES:

To the extent possible, the City of Novi will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement and approved by the City Treasurer in writing, the City will not invest in securities maturing more than ten years from the date of trade settlement. Reserve funds may be invested in securities exceeding 10 years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

13.0 INTERNAL CONTROLS:

The Treasurer shall establish a system of internal controls. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. The investment procedure, compliance, and the internal controls will be reviewed annually by the City's audit firm, an independent public accounting firm.

14.0 PERFORMANCE STANDARDS:

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the city's investment risk constraints and cash flow needs. Because the investment portfolio is designed to operate on a 'hold-to-maturity' premise (or passive investment style), and because of the safety, liquidity, and yield priorities, the basis that will be used by the Treasurer to determine whether market yields are being achieved shall be the U.S. Treasury Bill maturing closest to the weighted average maturity of the City's overall portfolio.

15.0 INVESTMENT PROCEDURES

Whenever possible, all investment decisions should be made on a competitive-bid basis, selecting the investment with the highest return.

When funds become available for investment (often timed to match council approved warrants), the first step would be to review the city's cash flow requirements. Once cash flow needs have been assessed, 'model' investments of dollar amount and maturity date are made to determine an appropriate distribution. Once the dollar amounts and maturity dates are decided, a list of possible investments that most closely match amount and maturity date distributions of investible funds is gathered from the list of approved financial institutions. A review of the bids (investment vehicles) received is then made taking into account percentage limitations of investment vehicles as described in section 8 and 11. At the same time, any investment that must be separated from the other investible funds for legal reasons are identified and separated as a separate investment. Once this has been done, diversification goals are re-reviewed as described in section 11. Final decisions are then made taking into account risk factors of the buyer, current economic conditions, future expectations and portfolio concentrations at individual financial institutions.

With the investment decision making process being fluid, there is a great deal of back and forth adjustments until the best alternatives are identified. Once the desired investments are selected, investment purchases are made and recorded.

16.0 REPORTING REQUIREMENTS:

The investment officer shall provide in writing a quarterly investment report that provides a clear picture of the status of the current investment portfolio. The management report will include comments on the fixed income markets and current economic conditions. A brief discussion on key investment policies as they relate to the investment portfolio, diversification, and possible changes to the portfolio structure going forward shall also be included in the report.

Schedules will include a listing of securities currently held at the end of the reporting period, final maturity of each investment, earnings rate by security, book value,

amortized value and market value if applicable, and percentage of portfolio by security type. Also included will be the average weighted days to maturity of the entire portfolio that will be used as the comparison against the established benchmark.

17.0 GLOSSARY OF TERMS

Please see Appendix A

18.0 EFFECTIVE DATE:

The City of Novi investment policy shall be adopted by resolution of the City Council. The Finance Director and Treasurer shall review the policy at least annually. Any changes to this policy must be submitted to the City Council for approval.

Appendix A

The following is a list of terms used in this policy and the meaning to be assigned:

Banker's Acceptances	A time draft (bill of exchange) drawn on and accepted by a bank used to effect payment for merchandise sold in import - export transactions. Backed by the credit strength of the accepting bank.
Benchmark	An independent index that is used for comparison against the return of another portfolio. In our case, the benchmark used is the 6-month T-Bill rate.
Bond	In our case, federally issued and federally backed bonds having a stated coupon interest rate and maturity.
Capital Losses	Losses that occur from the sale of investments.
Capital	For our purposes, money available for investment.
Capital Gains	Gains that are experienced from the sale of investments.
Cash Flow	An analysis of all the changes that affect the cash account during the time period under consideration.
Certificates of Deposit (CD)	Debt instruments issued by banks whose interest rates are set by competitive market forces.
Commercial Paper	Debt instruments issued by highly rated large corporations. Usually multi-nationals.
Debt Funds	Funds set up to provide for the retirement of debt instruments issued by the city.
Deposit Accounts	Checking Accounts or other non-interest bearing accounts.
Diversification	Spreading of risk by putting assets into several categories of investments.
Economic Cycle	For our purposes, the general, recurring and predictable cycles experienced by the City of Novi.

Equities	Stock in a publicly held corporation.
Equity Capital	Price paid for the stock purchase.
Financial Instrument	A marketable financial asset.
FDIC	Federal Deposit Insurance Corporation: Insurance corporation established in 1933 to guarantee depositors against loss of their deposits in member banks for up to \$250,000.
Financial Markets	Securities markets in the aggregate, such as the New York Stock Exchange.
Funds	Accounting term for categorizing financial resources into use groups. Specifically for purposes of this policy, a fund will mean the money assets of this city, the investment of which is not otherwise subject to a public act of this state or bond authorizing ordinance or resolution of the city that permits investments in fewer than all of the investment options listed in section 8 "Instruments" or imposes 1 or more conditions upon an investment in an option listed in section 8.
Governing Body	For purposes of this policy, the governing body is the City of Novi City Council.
Investment Return	The rate of return, or interest rate paid, on an investment based on a 360 day year.
Investment Officials	Finance Director/Treasurer; Assistant Treasurer
Investment Pools	Those investment pools organized under the authority of the urban cooperation act of 1967, 1967 (Ex Sess) PA7 (managed contractually), the surplus funds investment pool act, 1982 PA 367 (managed by banks), and the local government investment pool act, 1985 PA 121 (managed by county treasurer). All pools are limited to investments described in section 8.
Liquidity	How fast an investment can be turned into cash.
Market Value	Current market price of an investment as

	indicated by the latest trade record.
Market rate of return	A benchmark selected as an indicator of the market's performance as measured by the rate of return expressed as a percentage.
Mutual Funds	For the purpose of this document, a fund operated by an investment company that raises money from shareholders and invests it in legally permissible investments as provided for under the law for municipalities.
Negative Cash Flow	Times when more money is going out than is coming in.
Net Capital Rule	Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.
Portfolio	The aggregate of the investments taken as a whole.
Positive Cash Flow	Times when more money is coming in than is being paid out.
Primary Dealers	A bank or financial institution authorized to deal directly with the Federal Reserve Bank of New York for purposes of buying and selling government securities in the Federal Reserve's Bank execution of Fed Open Market Operations.
PRINS or STRIP's	"Separate Trading of Registered Interest and Principle of Securities" A pre-stripped zero-coupon bond that is a direct obligation of the US Treasury.
Rating Service	Services that provide unbiased, third party ratings to issuers of debt. No guarantee of accuracy is provided.
Repurchase Agreements	An agreement between a seller and buyer (in U.S. government securities), whereby the seller agrees to repurchase the securities at an agreed upon price and, usually, at a stated time.

Return on Investment	See Investment Return
Risk	For purposes of this policy, risk is defined as the possible reduction of equity capital, the fluctuating in investment earnings including the possible loss of investment earnings, or the complete loss of the investment.
Securities	Any investment vehicle that can be bought and sold in the market.
TINTS	Treasury interest securities.
Trust Accounts	Money accounts that are not the property of the bank or trustee. Account assets are usually short-term in nature and deposits are interest bearing.
US Treasury Strips	Separate trading of registered interest and principal securities (coupons grouped in one pool and principal in another).
US Treasury Bonds	Similar to notes except original maturities are ten years and longer.
US Treasury Bills	Obligations of the United States Government sold at a discount from par with a specific maturity date up to a maximum maturity of one year. Interest is calculated using actual number of days over a 360-day year.
US Treasury Notes	Obligations of the United States government bearing interest payable at six-month intervals until maturity. Maturities are from one to ten years.

City of Novi Investment Policy Addendum

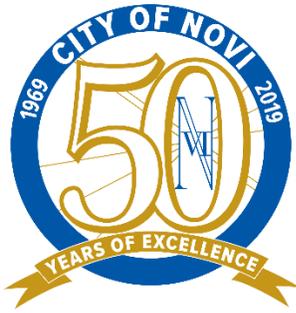
List of Approved Financial Institutions

Banks:

Bank of America
Bank of Ann Arbor
Charter One Bank
Chase Bank
Comerica Bank
Fifth Third Bank
First Bank (Mt. Pleasant, MI)
First Merit Bank
Flagstar Bank
Huntington National Bank
Level One Bank
Lotus Bank
Mercantile Bank of Michigan
Michigan State University Federal Credit Union
PNC Bank
TCF National Bank
Talmer Bank and Trust
Telcom Credit Union
The Private Bank

Other Financial Service Institutions

Comerica Securities
D.A. Davidson & Company
Federated Securities Corp.
Fifth Third Securities
Huntington Investment Company
J P Morgan Chase
Michigan Cooperative Liquid Assets Securities Corporation (Michigan CLASS)
Morgan Stanley
Municipal Employees' Retirement System (MERS)
Oakland County Local Government Investment Pool/PFM Group
UBS Financial Services Inc.



**CITY OF NOVI CITY COUNCIL
NOVEMBER 25, 2019**

SUBJECT: Approval of Claims and Warrants – Warrant No. 1048

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Approval of Claims and Warrants – Warrant No. 1048

CITY OF NOVI
Warrant 1048
Monday, November 25, 2019

Check	Vendor Name	Description	Amount
158174	ACKERMAN ACKERMAN & DYNKOWSKI	TEMPORARY GRADING EASEMENT (WATER & SEWER)	1,909.00
158175	FRANK C DENARDO JR	TEMPORARY GRADING EASEMENT (WATER & SEWER)	3,418.00
158176	1ST AYD CORPORATION	OPERATING SUPPLIES (DPW)	1,251.82
158177	A AND R PLUMBING LLC	WATER LINE MAINTENANCE (W&S)	12,330.00
158178	ABEL ELECTRONICS INC	SOUND MASKING - DPW MAIN OFFICE SPACE (CIP)	13,030.00
158179	ACCUFORM PRINTING & GRAPHICS INC	OFFICE SUPPLIES (POLICE, FIRE, COMM REL, FINANCE)	1,302.10
158180	ACE CUTTING EQUIPMENT INC	OPERATING SUPPLIES	68.80
158181	ACE PYRO, LLC	SPECIAL EVENT (PARKS & REC)	2,000.00
158182	ACTION TARGET	INDOOR GUN RANGE (POLICE)	4,563.86
158183	ACTION TITLE SERVICES, LLC	WATER REFUND 41732 SYCAMORE DR	61.20
158184	ADAMS ELECTRONICS COMPANY	RADIO MAINTENANCE	195.00
158185	ADVANCED TURF SOLUTIONS, INC.	GROUNDS MAINTENANCE (PARKS MAINT)	1,111.40
158186	AECOM GREAT LAKES, INC	PROFESSIONAL SERVICES - VAR CITY PROJECTS	122,962.00
158187	VOID		-
158188	AIS CONSTRUCTION EQUIPMENT CORP	OPERATING SUPPLIES	96.58
158189	ALL AMERICAN EMBROIDERY, INC.	SUPPLIES	978.00
158190	ALLEN, KAREN	ELECTION WORKERS	185.00
158191	ALLIE BROTHERS INC	SUPPLIES	258.50
158192	ALLIED-EAGLE SUPPLY COMPANY	BUILDING MAINTENANCE (LIBRARY)	1,217.91
158193	ALTECH DOORS LLC	BUILDING MAINTENANCE (FIRE, FACILITIES, PARKS)	1,414.49
158194	AMERICAN HEART ASSOCIATION INC.	WORKSHOP (FIRE)	1,412.93
158195	ANCHOR WIPING CLOTH COMPANY	VEHICLE MAINTENANCE	94.00
158196	ANGLIN CIVIL, LLC	CONSTRUCT: BOSCO FIELDS PROJECT (CIP FUND)	136,541.54
158197	APPICELLI, DAVID	ELECTION WORKERS	185.00
158198	APPLIED IMAGING	EQUIPMENT RENTAL - COPIERS (IT, PARKS & REC)	3,986.05
158199	ARAMARK REFRESHMENT SERVICES	BUILDING MAINTENANCE	312.78
158200	ARI-EL ENTERPRISES, INC.	BLDG. BOND REFUND (ESCROW)	2,800.00
158201	ASCENSION MICHIGAN AT WORK	MEDICAL SERVICE (POLICE, HR, W&S)	1,975.00
158202	ASPHALT SOLUTIONS OF MICHIGAN	INFRARED ASPHALT REPAIR (LOCAL STREETS)	25,004.00
158203	AT&T	COMMUNICATION SERVICES	351.79
158204	ATLAS OIL COMPANY	INTERNAL TECHNOLOGY	75.00
158205	ATWATER, ANTHONY	YOUTH BASKETBALL LEAGUE	225.00
158206	B & B LANDSCAPING	GROUND MAINTENANCE (STREETS, DRAIN, DPW, W&S)	13,987.00
158207	BAILEY, KASIA	OLDER ADULTS	226.80
158208	BAILEY, KATHRYN	ELECTION WORKERS	195.00
158209	BAKER LEGAL GROUP PLLC	PROSECUTOR FEES 10/2019 (POLICE)	9,130.00
158210	BALDING, MARY ANN	ELECTION WORKERS	195.00
158211	BALDRIDGE, TRENDIA	CHORSLAIRES	400.00
158212	BAMBRICK-FLESHER, PATTY	ELECTION WORKERS	195.00
158213	BARNES & NOBLE	LIBRARY MATERIAL	2,272.47
158214	BATTERIES PLUS BULBS	BUILDING MAINTENANCE	694.80
158215	BELLE TIRE	VEHICLE MAINTENANCE	842.98
158216	BERTIN, KENNETH M.	YOUTH VOLLEYBALL	100.00
158217	BERTIN, MARY	ELECTION WORKERS	185.00
158218	BESK, DANIEL	YOUTH BASKETBALL LEAGUE	300.00
158219	BIDNET	SERVICE FEE	66.74
158220	BISTAYI, CHERYL	ELECTION WORKERS	10.00
158221	BISTAYI, JOSEPH	ELECTION WORKERS	185.00
158222	BITSICAS, KATINA	VILLA BARR PROPERTY OPERATING COSTS	127.99
158223	BLISKO, KARY	ELECTION WORKERS	185.00
158224	BOULARD, CHARLES	MEETING	30.00
158225	BOVAIR, CAROLYN	ELECTION WORKERS	195.00
158226	BRIAN RILEY	MEALS/FLIGHT / HOTEL/ CONFERENCE	933.60
158227	BRODART CO.	LIBRARY MATERIAL	8,475.07
158228	BROWN JR., ISAAC	ELECTION WORKERS	185.00
158229	BRUSH, EMILY	MILEAGE/WORKSHOP	37.24
158230	BS & A SOFTWARE, INC.	BSA SOFTWARE MAINTENANCE RENEWAL (IT)	33,839.00
158231	BUCKLEY, CYNTHIA	ELECTION WORKERS	195.00
158232	BURTKA, NANCY	ELECTION WORKERS	210.00
158233	CADILLAC ASPHALT LLC	ROUTINE MAINTENANCE (MAJOR & LOCAL STREETS)	4,754.50
158234	CAMFIL USA, INC.	RANGE FILTERS AND FILTER INSTALLATION (POLICE)	1,217.44
158235	CARTER'S CEMETERY PRESERVATION	CEMETARY MAINTENANCE (PARKS MAINT)	1,800.00
158236	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY - CITYWIDE (IT)	1,814.29
158237	CENTER POINT LARGE PRINT	LIBRARY MATERIAL	73.36
158238	CHET'S RENT-ALL INC.	EQUIPMENT MAINTENANCE	16.80
158239	CHIEF'S WAY	VEHICLE MAINTENANCE	354.64

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158240	CHILDREN'S PLUS INC	LIBRARY MATERIAL	155.00
158241	CHOWDHURY, PRETI	ELECTION WORKERS	195.00
158242	CHURCHES, CYNTHIA	ELECTION WORKERS	185.00
158243	CIPICCHIO, TUNAN	ELECTION WORKERS	185.00
158244	CIPICCHIO, TONY	ELECTION WORKERS	185.00
158245	CIVICPLUS, INC.	SERVICE CHARGES	453.63
158246	CLARK, KEVIN	ELECTION WORKERS	210.00
158247	COMMERCE TOWNSHIP COMMUNITY LIBRARY	LIBRARY MATERIAL	10.00
158248	CONNER, GAIL	ELECTION WORKERS	210.00
158249	CONRIN, INC.	INTERNAL TECHNOLOGY	300.00
158250	COOK, STEVE	ELECTION WORKERS	235.00
158251	COPEES, AUDRA	ELECTION WORKERS	245.00
158252	CORE & MAIN LP	STORM SEWER MAINTENANCE	386.45
158253	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE - CITYWIDE (CLERK)	2,034.70
158254	COSTAR REALTY INFORMATION INC	INTERNAL TECHNOLOGY (CM, ASSESSING, ECO DEV)	1,224.39
158255	COUGAR SALES & RENTAL INC	OPERATING SUPPLIES	300.34
158256	COURY, JAMES	OLDER ADULTS	80.00
158257	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES (POLICE, FIRE, DPW, FACILITIES)	1,466.63
158258	CREPEAU, LARRY	ELECTION WORKERS	185.00
158259	CREPEAU, SUSAN	ELECTION WORKERS	195.00
158260	CSX TRANSPORTATION INC	WATER LINE MAINTENANCE	293.04
158261	CUTMYTREEDOWN.COM	FORESTRY MAINTENANCE (TREE FUND)	25,500.50
158262	CUTTING, MARY	ELECTION WORKERS	175.00
158263	CYNERGY WIRELESS PRODUCTS, INC.	RADIO	644.56
158264	D AND D WATER AND SEWER INC	WATER INSTALLATIONS (W&S)	13,500.00
158265	D.V.M. UTILITIES, INC	NINE MILE SANITARY SEWER CONSTRUCTION (W&S)	504,107.83
158266	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE (LIBRARY)	3,964.00
158267	DANA SAFETY SUPPLY, INC	VEHICLE MAINTENANCE	705.90
158268	DANCLOVIC, JOHN	ELECTION WORKERS	185.00
158269	DELL MARKETING L.P.	DPW / FO TREES/W.S.	193.97
158270	DELLER, A. MICHAEL	APPRECIATION EVENING	100.00
158271	DEMARIA BUILDING COMPANY, INC.	LAKESHORE PARK CONSTRUCTION CONTRACT (CIP)	212,994.57
158272	DEPTULA, DONALD	ELECTION WORKERS	195.00
158273	DEVLIN, JAMES	ELECTION WORKERS	195.00
158274	DEVLIN, MARY	ELECTION WORKERS	195.00
158275	DIGICOM GLOBAL, INC	RADIO MAINTENANCE (FIRE)	3,305.00
158276	DMYTRENKO-AHRABIAN, MARTA	ELECTION WORKERS	185.00
158277	DOBBS, MELANIE	ELECTION WORKERS	20.00
158278	DOETING EDUCATION COMPANY	BLDG. BOND REFUND (ESCROW)	6,057.00
158279	DORNBOS SIGN & SAFETY INC	TRAFFIC CONTROL SIGN	797.25
158280	DRAFTA, BEN	ELECTION WORKERS	235.00
158281	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES (ESCROW, PLANNING)	5,165.00
158282	VOID		-
158283	DROTAR, DONNA	ELECTION WORKERS	245.00
158284	DROUILLARD, MARY	ELECTION WORKERS	175.00
158285	DTE ENERGY	UTILITIES	543.72
158286	DTE ENERGY	UTILITIES	1,060.99
158287	DTE ENERGY	ELECTRICITY	51.04
158288	DTE ENERGY	STREET LIGHTING OPERATIONS	15,087.72
158289	DU ALL CLEANING INC.	JANITORIAL CONTRACTS (FACILITIES, POLICE, DPW)	16,105.48
158290	DULTMEIER SALES LLC	OPERATING SUPPLIES (DPW)	3,609.64
158291	DUNN, JUDY	ELECTION WORKERS	185.00
158292	DUTTON, SANDRA	ELECTION WORKERS	210.00
158293	EARTH TO EARTH	SUPPLIES	104.00
158294	EJ USA, INC.	WATER LINE MAINTENANCE (W&S)	1,057.32
158295	ELITE TRAUMA CLEAN-UP, INC.	RUBBISH	55.00
158296	ELLSWORTH INDUSTRIES INC.	ROUTINE MAINTENANCE (MAJOR & LOCAL STREETS)	2,502.53
158297	ENGRAVING CONNECTION	COMMUNITY PROMOTION	124.16
158298-158300	ENVIRONMENTAL CONSULTING	PROFESSIONAL SERVICES (ESCROW)	9,862.50
158301	ETNA SUPPLY	WATER LINE MAINTENANCE (W&S)	6,973.27
158302	EVANS-BROWN, GEORGETTE	ELECTION WORKERS	220.00
158303	EVERBLADES INC	VEHICLE MAINTENANCE	110.00
158304	EVERETT, LORENE	ELECTION WORKERS	175.00
158305	EVERGREEN DEVELOPMENT	BLDG. BOND REFUND (ESCROW)	1,000.00
158306	EVERGREEN DEVELOPMENT	BLDG. BOND REFUND (ESCROW)	1,000.00
158307	EVERGREEN DEVELOPMENT	BLDG. BOND REFUND (ESCROW)	5,000.00
158308	EVERGREEN DEVELOPMENT NV LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
158309	EVERGREEN DEVELOPMENT NV LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
158310	FARKAS, JULIE	PETTY CASH LIBRARY	230.15
158311	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE	187.25
158312	FERGUSON WATERWORKS #3386	WATER LINE MAINTENANCE (W&S)	8,627.91
158313	FITRAKIS, CATHERINE	ELECTION WORKERS	200.00
158314	FLOR DRI SUPPLY CO INC	CUSTODIAL SUPPLIES	478.80

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158315	FONSON COMPANY INC.	CONSTRUCTION: FLINT/ BOND STREET (LOCAL STREETS)	134,407.72
158316	FOX RUN	AUTHOR'S LIVE (LIBRARY)	1,220.00
158317	FRED PRYOR SEMINARS	CONFERENCE	298.00
158318	FREY, GAYLE	ELECTION WORKERS	220.00
158319	FRICKE, LINDSAY	MILEAGE/WORKSHOP	55.68
158320	FRICKE, LINDSAY	CONFERENCE	152.87
158321	FRIENDS OF NOVI PUBLIC LIBRARY	MEMBERSHIP DUES	50.00
158322	GALBRAITH, TRICIA	ELECTION WORKERS	245.00
158323	GALE/CENGAGE LEARNING	LIBRARY MATERIAL	419.93
158324	GARDEN CITY SOCCER CLUB	YOUTH SOCCER LEAGUE	70.00
158325	GASAWAY, ELAINE	ELECTION WORKERS	210.00
158326	GASAWAY, JOHN	ELECTION WORKERS	220.00
158327	GEOSHACK	OPERATING SUPPLIES	45.60
158328	GIBBS, MICHELLE	ELECTION WORKERS	185.00
158329	GLOBAL EQUIPMENT COMPANY	DPS EXPANSION (CIP FUND)	1,437.72
158330	GLOBAL OFFICE SOLUTIONS LLC	OFFICE SUPPLIES - CITYWIDE	1,794.99
158331	GORDON FOOD SERVICE PAYMENT PROC.	COMMUNITY CENTER	170.22
158332	GRAINGER INC, W W	OPERATING SUPPLIES (DPW, W&S, POLICE, FACILITIES)	1,161.86
158333	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	82.68
158334	GREAT LAKES ACE	NOVI SPECIAL	66.50
158335	GREAT LAKES CONTRACTING SOLUTIONS,	CONSTRUCTION: 2019 CONCRETE PANEL CPR (STREETS)	187,635.24
158336	GREAT LAKES POWER & LIGHTING INC.	HUDSON PUMP STATION ELECTRICAL IMP (W&S)	32,865.71
158337	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00
158338	GREGORY, CONNIE	ELECTION WORKERS	245.00
158339	GRIFOR, SUSAN	ELECTION WORKERS	185.00
158340	GRIMCO, INC.	SIGN SHOP PRINTER, PLOTTER & LAMINATOR (DPW)	3,370.00
158341	HAIRSTON, ANTOINETTE	ELECTION WORKERS	195.00
158342	HAMILTON GROUP, THE	LIBRARY MATERIAL	349.00
158343	HAROLD'S FRAME SHOP, INC	VEHICLE MAINTENANCE (DPW)	4,383.96
158344	HARRIS, KEAREN	ELECTION WORKERS	195.00
158345	HASTINGS AIR-ENERGY CONTROL	BUILDING MAINTENANCE	388.95
158346	HAWAIIAN DANCERS LLC	DANCE PROGRAMS (PARKS & REC)	1,883.40
158347	HOFFMAN, GEORGE	ELECTION WORKERS	185.00
158348	HOLBROOK'S ROOFING CO., INC.	BUILDING MAINTENANCE	432.00
158349	HOLMES, JEANNE	ELECTION WORKERS	195.00
158350	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE - CITYWIDE	2,728.19
158351	HOWARD L. SHIFMAN, P.C.	LEGAL FEES	362.50
158352	HOWE-LEUNG, CATHERINE	ELECTION WORKERS	10.00
158353	IMAGAMERICA	COMMUNITY PROMOTION (POLICE, FIRE)	2,122.36
158354	IMAGE 360 - NOVI	OPERATING SUPPLIES	30.00
158355	IMPRESSIVE PROMOTIONAL PRODUCTS	THEATRE PROGRAM	954.47
158356	INTERNATIONAL CODE COUNCIL INC.	OPERATING SUPPLIES	226.70
158357	INTERNATIONAL CONTROLS	DPS EXPANSION	490.00
158358	ISNER, CAROLE	ELECTION WORKERS	195.00
158359	JABLIN, MARGERY	ELECTION WORKERS	195.00
158360	JACK DOHENY SUPPLIES INC	VEHICLE MAINTENANCE	55.82
158361	JANET FLORES	APPRECIATION EVENINGS	190.00
158362	JENKINS, DEDRA	ELECTION WORKERS	195.00
158363	JOHN'S SANITATION SERVICE	BUILDING MAINTENANCE (FACILITIES, P&R, CIP)	1,578.00
158364	JOHNSON, ANTHONY W.	YOUTH BASKETBALL LEAGUE	100.00
158365	JOHNSON, MARILYN	ELECTION WORKERS	245.00
158366	JONES II, GERALD R.	YOUTH BASKETBALL LEAGUE	200.00
158367	KANTAMNENI, RAM	ELECTION WORKERS	195.00
158368	KASPER, KELLY	ELECTION WORKERS	220.00
158369	KBK LANDSCAPING, INC.	DPS EXPANSION (CIP FUND)	20,873.00
158370	KELBER, SCOTT	ELECTION WORKERS	235.00
158371	KENSINGTON FAMILY HOMES	BLDG. BOND REFUND (ESCROW)	1,000.00
158372	KILLBREW, CAROL J.	ELECTION WORKERS	175.00
158373	KISH, PEGGY	ELECTION WORKERS	245.00
158374	KODIAK EMERGENCY VEHICLES	VEHICLE MAINTENANCE	0.10
158375	KOHLI, EUGENE	ELECTION WORKERS	185.00
158376	KRAMER, MARLEEN	ELECTION WORKERS	175.00
158377	KRAUSE, SANDY	SPECIAL EVENTS	330.00
158378	KRICK, KRISTIN	ELECTION WORKERS	210.00
158379	KRONK, JUDITH	ELECTION WORKERS	210.00
158380	LACHANCE, CINDY	ELECTION WORKERS	185.00
158381	LAHTI, LAURIE KAY	OLDER ADULTS	631.80
158382	LANGUAGE LINE SERVICES	EMERGENCY COMMUNICATION SERVICE	320.97
158383	LAZELL, MATTHEW	ELECTION WORKERS	245.00
158384	LEISURE UNLIMITED LLC	OLDER ADULTS	339.00
158385	LEXISNEXIS RISK SOLUTIONS	DATA PROCESSING	519.24
158386	LICALZI, JACQUELINE	ELECTION WORKERS	235.00
158387	LOKAR, IRIS J.	OLDER ADULTS	648.00

158388	LONG, CHARLES	ELECTION WORKERS	185.00
158389	LONG, JANET	ELECTION WORKERS	185.00
158390	LONGO, MIKE	ELECTION WORKERS	175.00
158391	LOWE'S COMMERCIAL SERVICES	BUILDING MAINTENANCE - CITYWIDE	1,907.54
158392	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE (DPW, FIRE, PARKS MAINT)	2,565.93
158393	MACDERMID, SUZANNE M.	OLDER ADULTS	80.00
158394	MALINOWSKI, JUDITH M.	MEDICAL SERVICE	500.00
158395	MARK GUIDOBONO	BLDG. BOND REFUND (ESCROW)	1,000.00
158396	MARTIN, DYANNA	ELECTION WORKERS	185.00
158397	MARTIN-CARTER, KAREN	ELECTION WORKERS	195.00
158398	MARX, MARLA	ELECTION WORKERS	210.00
158399	MATT TURCO	MEALS / CONFERENCE	170.00
158400	MATTIOLI CEMENT CO., LLC	CONSTRUCTION: 2019 NRP-CONCRETE (LOCAL STREETS)	229,772.02
158401	MATUSZ, DARLENE	ELECTION WORKERS	220.00
158402	MAZUCHOWSKI, GAIL	ELECTION WORKERS	200.00
158403	MCVEIGH, KIM	ELECTION WORKERS	195.00
158404	MEG DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	27,115.50
158405	MESSERKNECHT, CRAIG	ELECTION WORKERS	210.00
158406	METRO SEWER CLEANERS INC	STORM SEWER MAINTENANCE (DRAINS, FACILITIES)	2,330.00
158407	MEYERS, HEATHER MICHELLE	YOUTH BASKETBALL LEAGUE	50.00
158408	MICHELA, BOB	ELECTION WORKERS	220.00
158409	MICHIGAN FIRE INSPECTORS SOCIETY	CONFERENCE	350.00
158410	MICHIGAN LINEN SERVICE, INC.	BUILDING MAINTENANCE (POLICE, FIRE, DPW)	2,346.92
158411	MICHIGAN MUNICIPAL LEAGUE	WORKERS COMPENSATION QUARTERLY - CITYWIDE	116,730.00
158412	MICHIGAN OFFICE HEALTH LLC	MEDICAL SERVICE	560.00
158413	MICHIGAN PETROLEUM TECHNOLOGIES	EQUIPMENT MAINTENANCE (DPW)	4,085.17
158414	MICHIGAN SECTION AWWA	WORKSHOP	290.00
158415	MICHIGAN STATE UNIVERSITY	WILDLIFE HABITAT PLAN UPDATE (CM)	25,060.26
158416	MICHIGAN.COM	OPERATING SUPPLIES	139.32
158417	MIDDLEMIS, GREG	ELECTION WORKERS	210.00
158418	MIDWEST TAPE, LLC	LIBRARY MATERIAL	2,518.27
158419	VOID		-
158420	MILEMBRE MHANGO	REFUND	94.00
158421	MILLENNIUM BUSINESS SYSTEMS	PRINTING & OFFICE SUPPLIES (LIBRARY)	1,479.61
158422	MINGLE, HARRY	ELECTION WORKERS	245.00
158423	MISSION BBQ NORTHVILLE, MI LLC	VETERANS ACTIVITIES (PARKS & REC)	1,595.40
158424	MISSION COMMUNICATIONS, LLC	LIFT STATION MAINTENANCE	347.40
158425	MORMAN, HEATHER	ELECTION WORKERS	245.00
158426	MORMAN-WILLIAMS, NADIA	ELECTION WORKERS	195.00
158427	MORRISON, WILLIAM	ELECTION WORKERS	195.00
158428	MOTOR CITY GUN WORKS, INC.	TRIJICON MRO RED DOT (QUOTE 19-59) (POLICE)	10,530.00
158429	MULTI-LAKES CONSERVATION ASSOC	TRAINING (POLICE)	1,000.00
158430	MUNICIPAL WEB SERVICES, INC	COMMUNITY PROMOTION (COMM REL, LIBRARY)	19,779.00
158431	MURPHY, BELINDA	ELECTION WORKERS	220.00
158432	MUSICAL EXPRESSIONS LLC	MUSIC PROGRAMS	648.00
158433	NADEAU, JOSHUA	TUITION	436.00
158434	NEIGHBORS, KATHALEEN	ELECTION WORKERS	185.00
158435	NEU STAR INC	INTERNAL TECHNOLOGY	400.00
158436	NEWSOM, LINDA	ELECTION WORKERS	175.00
158437	NORTHVILLE LOCKSMITH INC., THE	BUILDING IMPROVEMENTS	80.00
158438	NOVARA, MARSHA	ELECTION WORKERS	185.00
158439	NOVI COMMUNITY SCHOOLS	COMMUNITY PROMOTION	190.00
158440	NOVI WATER DEPARTMENT	WATER AND SEWER - CITY USE	13,635.79
158441	NOVI YOUTH ASSISTANCE	HCD (CDBG GRANT FUND)	1,419.50
158442	NOVI, CITY OF	CITY SHARE OF FEES COLLECTED	15,839.14
158443	NOWAK, KATHY	ELECTION WORKERS	210.00
158444	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	632.56
158445	OAK POINTE CHURCH	BLDG. BOND REFUND (ESCROW)	2,430.00
158446	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSES	414.25
158447	OAKLAND COUNTY ASSOC OF ASSESSING	MEETING/LUNCH	192.00
158448	OAKLAND COUNTY CLERKS ASSOCIATION	LUNCHEON	60.00
158449	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/BECK NORTH / CROSS ACCESS	30.00
158450	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/ADAMS NORTH STORM SEWER	30.00
158451	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/PULTEWOODBRIDGE CONSERATION	30.00
158452	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/ADELLE/CONSERVATION EASEMENT	30.00
158453	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/ADELLE CONSERVAION EASEMENT	30.00
158454	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/DAIFUKU/TERM OF PROTION	30.00
158455	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/MERCEDES BENZ/SDFMEA	30.00
158456	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/HOLD HARLESS AGREEMENT	30.00
158457	OAKLAND COUNTY TREASURER	TRAILER TAX OCT 2019 (ESCROW)	4,517.50
158458	OAKLAND COUNTY TREASURER'S ASSN.	LUNCHEON	150.00
158459	OAKLAND COUNTY TREASURERS	SEWAGE TREATMENT COSTS 10/2019	689,579.99
158460	OFFICE DEPOT	OFFICE SUPPLIES	940.35

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158461	OFFICIAL PAYMENTS CORPORATION	WATER REFUND (W&S)	1,080.60
158462	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES - VARIOUS CITY PROJECTS	139,902.12
158463	ORKIN	CONTRACTUAL SERVICES	384.13
158464	OSCAR W. LARSON CO.	GASOLINE	500.00
158465	PACE, KRISTIN	TUITION	621.00
158466	PARAGON LABORATORIES, INC.	WATER TESTING	348.00
158467	PARKER, GENE ANN	OLDER ADULTS	739.20
158468	PATSALIS, ALEXA	ELECTION WORKERS	245.00
158469	PAWESKI, CHRISTINE	ELECTION WORKERS	185.00
158470	PAZ, PAMELA	ELECTION WORKERS	195.00
158471	PFEIL, TERRY J.	SPECIAL EVENTS	330.00
158472	PISTOLESI, PETE	ELECTION WORKERS	175.00
158473	POCO SALES INC	OPERATING SUPPLIES	838.80
158474	PORTS PETROLEUM COMPANY INC	GASOLINE	17,391.33
158475	POSTMASTER	OPERATING SUPPLIES - CITYWIDE (CLERK)	3,000.00
158476	PPG ARCHITECTURAL FINISHES	BUILDING MAINTENANCE	751.58
158477	PRESSURE VESSEL TESTING	BUILDING MAINTENANCE	792.75
158478	PREUER & ASSOCIATES, JOHN D	PROFESSIONAL SERVICES	124.01
158479	PRICE-RYAN, DEBRA	ELECTION WORKERS	185.00
158480	PROFESSIONAL SERVICE INDUSTRIES INC	MATERIAL TESTING (MAJOR STREETS, W&S)	32,801.38
158481	PRYSBY, THOMAS J.	YOUTH BASKETBALL LEAGUE	250.00
158482	PUGSLEY, K.CHARLES	ELECTION WORKERS	195.00
158483	PULTE HOMES OF MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	11,000.00
158484	PULTE HOMES OF MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
158485	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	15,000.00
158486	PURE TECHNOLOGIES U.S. INC.	PCCP WATER MAIN INSPECTION & VALVE ASSES (W&S)	14,947.50
158487	QUALITY FIRST AID & SAFETY, INC.	OPERATING SUPPLIES	116.89
158488	QUILL CORPORATION	OFFICE SUPPLIES	931.56
158489	R & R FIRE TRUCK REPAIR INC	VEHICLE MAINTENANCE	582.06
158490	R.W. MEAD & SONS	INDOOR GUN RANGE	1,890.37
158491	RAD-A-TATTOO LLC	SPECIAL EVENTS	300.00
158492	RAVITZ, BARB	ELECTION WORKERS	185.00
158493	REASON, DANIEL A	YOUTH BASKETBALL LEAGUE	150.00
158494	RED WING SHOE STORE	SUPPLIES	351.23
158495	REDFORD LOCK COMPANY INC	BUILDING MAINTENANCE	130.00
158496	REHMANN ROBSON	FINANCIAL STATEMENT AUDIT FYE 6/30/2019 (FINANCE)	9,100.00
158497	REPUBLIC SERVICES, INC	LIFT STATION MAINTENANCE (W&S)	1,291.54
158498	RIDGEVIEW VILLAS OF NOVI	BLDG. BOND REFUND (ESCROW)	1,000.00
158499	RODZINA INDUSTRIES INC	OFFICE SUPPLIES	43.22
158500	ROMPEL, SUZANNE	ELECTION WORKERS	185.00
158501	ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER	LEGAL FEES (GF, ESCROW)	25,338.80
158502	ROSS, MICHAEL	YOUTH BASKETBALL LEAGUE	375.00
158503	ROSS, NANCY	ELECTION WORKERS	195.00
158504	ROWERDINK INC	VEHICLE MAINTENANCE	364.06
158505	ROYAL TRUCK & TRAILER SALES & SVC	VEHICLE MAINTENANCE	113.67
158506	RRRASOC	RECYCLING CENTER	591.10
158507	RUBIN, SUSAN	ELECTION WORKERS	185.00
158508	RUDY, JOANNE	ELECTION WORKERS	195.00
158509	RUGGIRELLO, CHARLES	VOLLEYBALL AND BASKETBALL	250.00
158510	SALOWICH, KEITH	MILEAGE/CONFERENCE	217.12
158511	SAM'S CLUB DIRECT	OLDER ADULTS	111.78
158512	SANTER, BOB	ELECTION WORKERS	20.00
158513	SARGIS, DONALD	ELECTION WORKERS	225.00
158514	SAVIN LAKE SERVICES, INC.	WALLED LAKE BOARD (ESCROW)	3,643.30
158515	SCARSELLA HOMES INC	BLDG. BOND REFUND (ESCROW)	500.00
158516	SCHMENK, KATHLEEN	ELECTION WORKERS	185.00
158517	SCHMENK, MICHAEL	ELECTION WORKERS	185.00
158518	SCHWARTZ, CINDY	ELECTION WORKERS	195.00
158519	SCREEN WORKS INCORPORATED	DANCE PROGRAMS	65.00
158520	SECURITY CORPORATION	OPERATING COSTS	539.97
158521	SHAEFER, JACK	ELECTION WORKERS	185.00
158522	SHAEFER, JACQUELINE	ELECTION WORKERS	185.00
158523	SHAH, HASMUKH	ELECTION WORKERS	185.00
158524	SHAHEEN, EDMUND	ELECTION WORKERS	220.00
158525	SHAHEEN, HELENE	ELECTION WORKERS	245.00
158526	SHANOSKI, MARY	ELECTION WORKERS	185.00
158527	SIG SAUER, INC	INDOOR GUN RANGE	175.00
158528	SIGNATURE SERVICES	ROUTINE MAINTENANCE (MUNI STREETS)	3,247.50
158529	SIRGEDAS, VITAS	ELECTION WORKERS	245.00
158530	SITONE LANDSCAPE SUPPLY, LLC	GROUND MAINTENANCE (DPW, DRAINS, TREE FUND)	1,450.50
158531	SIVY, NANCY	ELECTION WORKERS	185.00
158532	SNAP-ON INDUSTRIAL	EQUIPMENT MAINTENANCE	785.11
158533	SOVEL'S SERVICE CENTER	VEHICLE MAINTENANCE	15.00

158534-158557	SPALDING DE DECKER	PROFESSIONAL SERVICES (ESCROW)	76,725.40
158558	SPARTAN PAVING, INC	BLDG. BOND REFUND (ESCROW)	500.00
158559	SPICER, MARILYN	ELECTION WORKERS	195.00
158560	ST JOHN PROVIDENCE HOSPITAL	OPERATING SUPPLIES	250.00
158561	STATE INDUSTRIAL PRODUCTS	SEWER LINE MAINTENANCE (W&S)	1,958.20
158562	STATE OF MICHIGAN	CONTRACTUAL SERVICES	300.00
158563	STATE OF MICHIGAN	LIVESCAN	562.25
158564	STEIN, KEVIN B.	ADULT SOFTBALL LEAGUE (PARKS & REC)	1,926.00
158565	STERLING SANITATION INC.	BUILDING MAINTENANCE	395.20
158566	SUMERTON, BILL	ELECTION WORKERS	195.00
158567	SUMERTON, LINDA	ELECTION WORKERS	220.00
158568	SUN, JULIA	ELECTION WORKERS	195.00
158569	SUPERIOR MATERIALS LLC	STORM SEWER MAINTENANCE	780.00
158570	TANG, LOUIS	ELECTION WORKERS	195.00
158571	TARDELLA, DANIEL	ELECTION WORKERS	195.00
158572	TECH LOGIC CORPORATION	COMPUTER SUPPLIES	53.80
158573	TERMINIX PROCESSING CENTER	BUILDING MAINTENANCE	175.00
158574	THE MICHIGAN STATE FAIR	WATER SALES	780.00
158575	THOMAS, RICHARD S	BLDG. BOND REFUND (ESCROW)	500.00
158576	TOEBE CONSTRUCTION LLC	CONSTRUCTION: CRESCENT BLVD (NW RING)(STREETS)	213,559.53
158577	TOLL BROS INC	BLDG. BOND REFUND (ESCROW)	12,000.00
158578	VOID		-
158579	TOLL BROS. INC	BLDG. BOND REFUND (ESCROW)	1,000.00
158580	TOLL MIDWEST LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
158581	TOLSDORF, MARC	LICENSE	81.40
158582	TOMAKOWSKY, DAVID	ELECTION WORKERS	185.00
158583	TRI-COUNTY INTERNATIONAL	VEHICLE MAINTENANCE	971.11
158584	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE (DPW, W&S)	4,756.65
158585	TURNER-JOHNSON, KIAIRA	ELECTION WORKERS	220.00
158586	TYLER TECHNOLOGIES, INC.	MOBILE EYES 12/1/19 - 11/30/20 (FIRE)	6,471.00
158587	U.S. BANK EQUIPMENT FINANCE	EQUIPMENT RENTAL - COPIER (LIBRARY)	2,620.00
158588	USA BLUEBOOK	WATER LINE MAINTENANCE (W&S)	1,172.13
158589	VAIDYANATHAN, SRIRAM & ARUNA	BLDG. BOND REFUND (ESCROW)	500.00
158590	VANHORN, GINA	ELECTION WORKERS	185.00
158591	VARIPRO	EMPLOYEE FLEX SPENDING REIMBURSEMENT	2,138.29
158592	VARTANIAN, VIRGINIA	ELECTION WORKERS	235.00
158593	VEDRO, ED	ELECTION WORKERS	245.00
158594	VERELLEN, DAVID	ELECTION WORKERS	185.00
158595	VERELLEN, NORMA	ELECTION WORKERS	185.00
158596	VERIZON WIRELESS	TELEPHONE	419.32
158597	VESTA SOLUTIONS, INC	AIRBUS CONTRACT 12./1/19 - 11/30/20 (POLICE)	14,800.00
158598	VOSS, ANN MARIE	ELECTION WORKERS	195.00
158599	W.W. WILLIAMS MIDWEST, INC.	WATER LINE PURCHASES (W&S)	1,443.23
158600	WASTE MANAGEMENT OF MI INC	TRASH REMOVAL OCT 2019 (RUBBISH FUND)	212,114.03
158601	WEINGARTZ SUPPLY CO INC	EQUIPMENT MAINTENANCE	48.00
158602	WESLEY, BOB	ELECTION WORKERS	185.00
158603	WILHELM, TERRY	ELECTION WORKERS	200.00
158604	WILLIAMS, MARK A.	YOUTH BASKETBALL LEAGUE	325.00
158605	WILSON, CAROLYN	ELECTION WORKERS	210.00
158606	WINKLER, CANDACE	ELECTION WORKERS	185.00
158607	WINTER, MARY ANGELA	ELECTION WORKERS	245.00
158608	WITECHOWSKY, RON	ELECTION WORKERS	175.00
158609	WITTER, MICHELE	ELECTION WORKERS	220.00
158610	WOOD, LISA	ELECTION WORKERS	245.00
158611	WORLDPOINT ECC INC	WORKSHOP	907.78
158612	WORLDVIEW TECHNOLOGIES GROUP	COMMUNICATIONS EQUIPMENT	565.00
158613	YAN, KIAN	ELECTION WORKERS	185.00
158614	Z INNOVATIONS LLC	SPECIAL EVENTS	500.00
158615	ZIMMER, WILLIAM JOHN	YOUTH BASKETBALL LEAGUE	125.00
EFT	FIFTH THRID BANK	OCTOBER PURCHASES	97,526.95

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AMZN MKTP US T77AG3213	CR: Youth Council supplies	22.98
THINGS REMEMBERED 0367	CR: Employee recognition	82.99
WM SUPERCENTER #5893	CR: Employee recognition	55.72
MICHIGAN GRAPHICS & AW	CR: Employee recognition	33.00
GREENVELOPE.COM	CR: Operating supplies	445.50
ALL IN 1	CR: Appreciation Dinner	500.00
WEISSMAN DESIGNS FOR D	PRCS: Program Supplies	30.49
AMZN MKTP US AN57T4643	PRCS: Program Supplies	18.95
LA ESPIGA DORADA BAKER	PRCS: Program Supplies	100.00
WEISSMAN DESIGNS FOR D	PRCS: Program Supplies	60.72
AMAZON.COM ZY1EW6253 A	PRCS: Program Supplies	47.94
AMZN MKTP US Z43HV2XF3	PRCS: Program Supplies	126.92
MICHAELS STORES 3744	PRCS: Program Expense	50.00

AMZN MKTP US CJ0XK0QI3	PRCS: Program Supplies	50.03
WEISSMAN DESIGNS FOR D	PRCS: Program Supplies	151.79
PLAQUEMAKER	PRCS: Park Supplies	112.00
THE HOME DEPOT #2737	PRCS: Program Supplies	30.82
WEISSMAN DESIGNS FOR D	PRCS: Program Supplies	1,657.02
AMZN MKTP US GR7NY9JG3	PRCS: Operating Supplies	4.49
HOMEDEPOT.COM	DPW: Operating supplies	246.62
AMAZON.COM ZM71X65M3	PD: Internal technology	112.25
AMZN MKTP US QQ2XQ8Y83	Council: Internal technology	49.49
AMZN MKTP US 5312T2Z63	DPW: Desks/chairs/cabinets	53.59
DMI DELL SM BUS	HR: Internal technology	120.83
RECYCLINGBIN.COM	FM: Operating costs-Fuerst	1,855.37
AMZN MKTP US JH50F8ID3	DPW: Desks/chairs/cabinets	1,185.00
AMZN MKTP US Y687F3NU3	DPW: Desks/chairs/cabinets	155.96
AMZN MKTP US Q09Q07EP3	FM: Office supplies	8.99
LOWES #02570	PM: Bike trails/sidewalks	148.32
AXIOM GRAPHICS INC	FM: Novi Special relocation	800.00
AMZN MKTP US	FM: Novi Special relocation	(999.96)
AMZN MKTP US QB0NE9UG3	DPW: DPW expansion project	2,209.23
CONSUMERS ENERGY CO	DPW: DPW expansion project	500.00
MOBILE MINI	DPW: DPW expansion project	166.37
INTERNATIONAL FACILITY	FM: Memberships/dues	386.00
INT IN PRECISION INST	FM: Novi Special relocation	4,400.00
CONSUMERS ENERGY CO	DPW: DPW expansion project	300.00
SUMMIT RACING MAIL ORD	FM: Novi Special relocation	1,221.08
MICHIGAN ECONOMIC DEVE	CD: Conferences/workshops	110.00
MOES ON TEN	CD: Operating expense	80.27
AMZN MKTP US AX5OY1F53	PRCS: Program supplies	59.16
BNZ GAME OFFICIALS	PRCS: Program expense	1,150.00
BNZ GAME OFFICIALS	PRCS: Program expense	1,569.46
BNZ GAME OFFICIALS	PRCS: Program expense	1,396.68
BNZ GAME OFFICIALS	PRCS: Program expense	1,058.07
FACEBK WHN5ZL6S82	PRCS: Marketing expense	3.43
SHANTY CREEK RESORTS -	DPW: Conference	138.24
SHANTY CREEK RESORTS -	DPW: Conference	138.24
SHANTY CREEK RESORTS -	DPW: Conference	138.24
MARATHON PETRO21485	DPW: Conference expense	52.00
AMAZON.COM YB6FC0923 A	Clerk: Election expense	19.63
PP NIGHTDAYPRO	PRCS: Event expense	450.00
SP GARDEN IGL00	PRCS: Event supplies	903.87
SAMSClub #6657	PRCS: Event supplies	145.38
KROGER #366	PRCS: Event supplies	9.87
MEIJER # 122	PRCS: Event supplies	12.50
4IMPRINT	PRCS: Event supplies	280.86
TROPHY DEPOT	PRCS: Event supplies	179.00
FACEBK AD8XWNAQG2	PRCS: Event marketing	19.75
REV.COM	CR: Cable production	6.00
GOOGLE GOOGLE STORAGE	CR: Cable production	19.99
AMZN MKTP US WX8H757T3	CR: Cable production	21.98
AUDIOBLOCKS 855-766-77	CR: Cable production	15.00
REV.COM	CR: Cable production	7.00
INTERNATIONAL INSTITUT	Clerk: Memberships/dues	110.00
EVERGREEN RESORT	DPW: Conferences/workshops	409.50
SHANTY CREEK RESORTS -	DPW: Conferences/workshops	138.24
SHANTY CREEK RESORTS -	DPW: Conferences/workshops	138.24
SHANTY CREEK RESORTS -	DPW: Conferences/workshops	138.24
ARBYS #6204 FARMINGTON	OAS: Operating supplies	10.06
FACEBK 4DNMMN65E2	OAS: Special events	10.53
GUERNSEY FARMS RESTAUR	OAS: Social	95.40
AMZN MKTP US M96LL4WB3	OAS: Special events	50.45
MARATHON PETRO97691	PD: Gas	41.74
SHELL OIL 12656416000	PD: Gas	40.95
MARATHON PETRO97691	PD: Gas	36.43
SHELL OIL 57444954309	PD: Gas	36.27
EXXONMOBIL 99118010	PD: Gas	30.28
MARATHON PETRO97691	PD: Gas	33.15
MARATHON PETRO97691	PD: Gas	31.42
CMT CHICAGO IL27690015	PD: Conference	14.60
5.11 TACTICAL	PD: Uniforms	(35.92)
AMAZON.COM YD0GX59X3	PD: Office supplies	197.98
AMZN MKTP US 8U3Z14T43	PD: Office supplies	98.94
FACEBK FQ24CMAF42	PRCS: Marketing	0.77
FACEBK FQ24CMAF42	PRCS: Marketing	0.11

FACEBK FQ24CMAF42	PRCS: Marketing	16.55
FACEBK FQ24CMAF42	PRCS: Marketing	10.00
AMERICAN SOCIETY OF AP	Assess: Memberships/dues	695.00
TOM HOLZER FORD INC	PRCS: Art programs	551.20
WASTE MGMT WM EZPAY	DPW: Rubbish	1,665.54
AMERICAN AIRLINES	MGR: Conferences/workshops	30.00
METRO AIRPORT PARKING	MGR: Conferences/workshops	98.00
AMERPUBLICWRKSASSOC	DPW: Conferences/workshops	75.00
AMERICAN PUBLIC WORKS	DPW: Conferences/workshops	20.00
AMZN MKTP US 4C32C65Z3	PRCS: Dog Park operating	35.00
AMZN MKTP US 062W20KP3	PRCS: Dog Park operating	42.34
CARRIAGE CLEANERS	PRCS: Community Center	35.00
HUNGRY HOWIES - 544	OAS: Senior Transportation	61.00
PAYPAL EPPLEY	PRCS: Conferences/workshops	350.00
SAMSLUB.COM	PRCS: Community Center	75.78
AMZN MKTP US X784C41X3	OAS: Senior Transportation	55.44
AMZN MKTP US IC0KU9WW3	PRCS: Community Center	222.86
B&H PHOTO 800-606-696	CR: Cable production	169.49
ALDI 67094	OAS: Event supplies	3.99
RITE AID STORE - 4300	OAS: Event supplies	2.97
WM SUPERCENTER #5048	OAS: Event supplies	31.02
GFS STORE #1985	OAS: Event supplies	8.34
WM SUPERCENTER #5893	OAS: Event supplies	21.67
RITE AID STORE - 4300	OAS: Event supplies	7.97
WM SUPERCENTER #5893	LIB:Program Expense	26.49
NORTHVILLE CIDER MILL	LIB:Program Expense	102.60
WAL-MART #5893	LIB:Program Expense	2.08
HOWELLS MAIN STREET WI	LIB:Program Expense	75.26
MI MUSEUM ADMISSIONS	LIB:Program Expense	212.00
M STREET BAKING CO	LIB:Program Expense	222.60
M STREET BAKING CO	LIB:Program Expense	10.60
GO AIRPORT EXPRESS	LIB:Conference/Workshops	69.62
SHUTTLEFINDER.COM	LIB:Conferences/workshops	189.80
WWW.PRIVATECARAPP.COM	LIB:Conference/Workshops	95.00
EB REDISCOVER MICHIGA	LIB:Conferences/workshops	16.78
TARGET 00014654	LIB:Program expense	50.00
TELNETWORLDWIDE	LIB:Telephone	3.11
WM SUPERCENTER #5893	LIB:Program expense	29.60
DOLLAR TREE	LIB:Program expense	18.00
HOBBY-LOBBY #645	LIB:Program Expense	17.93
SQ SQ AMERICAN BUSIN	LIB:Conference/Workshops	23.00
BC.BASECAMP 1613811	IS: Internal technology	49.00
AMAZON WEB SERVICES	CD: Hosting fee	79.16
AMAZON WEB SERVICES	DPW: Hosting fee	79.15
AMAZON WEB SERVICES	W&S: Hosting fee	79.15
AMAZON WEB SERVICES	W&S: Neptune hosting fee	1,262.52
AMAZON.COM XU2034ZW3	CD: Operating supplies	41.53
AMAZON.COM HL4HW67D3	CD: Operating supplies	41.53
AMZN MKTP US 3X24F2V53	CD: Operating supplies	255.60
PLURALSIGHT	IT: Online training	29.00
VOLGISTICS INC	CR: Internal technology	214.00
MTF/FOUNDATION	PM: Memberships/dues	250.00
ARBOR DAY FOUNDATION	DPW: Conferences/workshops	399.00
SHANTY CREEK RESORTS -	DPW: Conferences/workshops	138.24
MARATHON PETRO21485	DPW: Conferences/workshops	28.09
INTERNATION	DPW: Memberships/dues	200.00
MGFOA MEMBERSHIP DUES	DPW: Memberships/dues	120.00
NFPA NATL FIRE PROTECT	DPW: Operating supplies	65.50
SUBURBAN PROPANE	DPW: Operating supplies	94.45
PILGRIM AUTO	FM: Vehicle maintenance	417.28
DEL CITY	PD: Vehicle maintenance	378.58
IAAO ORG	Assess: Memberships/dues	380.00
BOYNE HIGHLANDS LOD	Assess: Conferences/workshops	117.13
GSMO GOVT SOCIAL MEDIA	CR: Membership	185.00
OAKLAND PRESS	CR: Oakland Press	9.40
GRAND TRAV RESORT	HR: Conferences/workshops	437.30
AMZN MKTP US 6U5CW4MR3	PD: Office supplies	78.36
DCT AVIATION	PD: Training	160.00
TARGET 00014654	PD: Community promotion	66.05
DTV DIRECTV SERVICE	PD: Cable	35.00
PAYPAL MEGASTORE36	PD: Office supplies	(62.53)
AMAZON.COM RV96R9O03	PD: Uniforms	34.95
AMZN MKTP US PR0CN75E3	PD: Office supplies	75.15

BEST BUY MHT 00004176	PD: Operating supplies-SS	79.99
EBAY O 14-03923-92923	PD: Uniforms	(49.95)
AMZN MKTP US CA9LW9D83	PD: Uniforms	174.74
AMZN MKTP US O84N64C73	PD: Uniforms	97.90
AMZN MKTP US MH94L4SH3	PD: Office supplies	155.90
AMZN MKTP US ZM44R4YU3	PD: Uniforms	122.86
AMZN MKTP US R538E8P73	PD: Prisoner supplies	31.59
METRO AIRPORT PARKING	MGR: Conferences/workshops	130.00
OMNI HOTELS	MGR: Conferences/workshops	1,088.76
NASHVEGAS CAB 4	MGR: Conferences/workshops	31.20
INTERNATION	MGR: Memberships/dues	1,319.00
MI STATE POLICE PMTS	PD: Education/training-grant	129.00
NATIONAL EMERGENCY TRA	FD: Conferences/workshops	327.31
POLICEONE	PD: Education/training refund	(495.00)
AMZN MKTP US BL0O94073	PD: Office supplies	22.11
MARRIOTT	PD: Education/training	589.30
ALLIANZ TRAVEL INS	PD : Conferences/workshops	23.63
IACP	PD : Conferences/workshops	2,660.00
DELTA	PD : Conferences/workshops	243.60
DELTA	PD : Conferences/workshops	243.60
AMAZON.COM DP0N06EY3 A	FD: Office supplies	149.70
SQU SQ BLUELINE POLIC	PD: Education/training-grant	700.00
AMZN MKTP US NO3TE1OP3	PD: Emergency comm service	39.99
AMZN MKTP US 3L7MN1073	PD: Emergency comm service	10.49
AMZN MKTP US 123US7L43	PD: Emergency comm service	24.56
MICHIGAN ASSOC OF CHIE	PD: Education/training-grant	165.00
MICHIGAN ASSOC OF CHIE	PD: Education/training-grant	495.00
PAPER DIRECT	PD: CERT	105.97
MICHIGAN ASSOC OF CHIE	PD: Education/training-grant	165.00
BENITOS PIZZA-NOVI	PD: Conferences/workshops	187.95
AMAZON.COM TB6XS0QJ3	PD: Emergency comm service	35.76
IACP	PD: Memberships/dues	190.00
AMAZON.COM HH6CP4UM3 A	PD: Office supplies	43.01
COUNTRY INN BY CARLSON	PD: Education/training	255.06
FRESH THYME #602	PD: Conferences/workshops	46.51
AMZN MKTP US ZE3ES3RZ3	PD: Office supplies	18.95
PANERA BREAD #608009	PD: Community promotion	134.93
HOMEWOOD SUITES	PD: Education/training	499.06
WPY GRACIE UNIVERSITY	PD: Education/training refund	(895.00)
KROGER #361	PD: Community promotion	14.97
MEIJER # 122	PD: Community promotion	125.39
FKCH HOTEL	PD: Education/training	102.00
FKCH HOTEL	PD: Education/training	102.00
PAYPAL FBINAAMI	PD: Education/training-grant	60.00
KROGER #632	PD: Community promotion	67.03
STAPLES 00115659	FD: Office Supplies	26.95
CVS/PHARMACY #08140	PD: Community promotion	14.34
CANTORO ITALIAN MARKET	PD: Recruitment	21.46
DNH GODADDY.COM	I.S: Internal technology	79.99
GRAMMARLY COZPH2ZIO	I.S: Internal technology	139.95
WENDY'S #9177 COMMERCE	W&S: Water line maintenance	55.58
TOOLTOPIA	W&S: Water line maintenance	665.93
TOOLTOPIA	W&S: Refund	(37.69)
INT IN MAGCLOLEN, INC	PD: Memberships/dues	400.00
SUBURBAN LANDSCAPE SUP	W&S: Water line maintenance	37.00
JIMMY JOHNS - 396	W&S: Water line maintenance	130.17
TECHSTREET-CLARIVATE	W&S: Operating supplies	179.00
G2GCHARGE.COM	W&S: Water line maintenance	100.00
NOVI CHAMBER OF COMMER	CR: Conference refund	(10.00)
NOVI CHAMBER OF COMMER	CR: Conferences/workshops	300.00
STK SHUTTERSTOCK	CR: Operating supplies	49.00
MICHAELS STORES 3744	CR: Office supplies	65.60
NOVI CHAMBER OF COMMER	CR: Conference	10.00
STORE SUPPLY WAREHOUSE	CR: Office supplies	59.03
INTERNATION	MGR: Memberships/dues refund	(50.00)
PARKING EP/PS	MGR: Conferences/workshops	12.50
HOME2 SUITES BY HILTON	MGR: Conferences/workshops	885.92
UBER TRIP	MGR: Conferences/workshops	13.99
UBER EATS	MGR: Conferences/workshops	2.00
UBER TRIP	MGR: Conferences/workshops	3.00
UBER TRIP	MGR: Conferences/workshops	5.68
UBER TRIP	MGR: Conferences/workshops	28.42
QWIK PARK	MGR: Conferences/workshops	51.00

ATT BUS PHONE PMT	FACILITES - Utilities - Telephone	13,492.68
SPECTRUM	FACILITIES - Utilities - Cable	11,371.53
VERIZON BUSINESS PAY	FACILITES - Utilities - Telephone	12,472.34
FEDEX 493585309	PD: Postage	46.34
FEDEX 493585309	PD: Postage	65.20
CENTURYLINK/SPEEDPAY	FACILITES - Utilities - Telephone	528.35
CONSUMERS ENERGY CO	FACILITIES - Utilities - Gas	2,571.59
D J WALL-ST-JOURNAL	MGR: Periodicals	38.99
123.NET, INC.	FACILITES - Utilities - Telephone	1,249.78
FEDEX 492603678	FD: Postage	13.35
FEDEX 492187576	Eng: Postage	34.77
MGFOA MEMBERSHIP DUES	Fin: Memberships/dues	120.00
AMAZON.COM 4C3GF1PJ3	FM: Building maintenance	297.95
AMZN MKTP US FN0FE7IT3	PD: Building maintenance	86.99
AMAZON.COM C99RF4GK3	PD: Building maintenance	299.99
INT IN STIFF FAMILY G	PM: Pk bldg maintenance	200.00
CAR COVERS FACTORY	FM: Building maintenance	126.94
GRAND TRAV RESORT	HR: Conferences/workshops	374.30
RADISSON	Treas: Conferences/workshops	408.75
GROUPMAP TECHNOLOGY	Council: Internal technology	8.00
U S PARK	MGR: Conferences/workshops	54.00
OMNI HOTELS	MGR: Conferences/workshops	1,360.95
INTERNATION	MGR: Conferences/workshops	835.00
CHOPPED OLIVE MODERN M	CR: Employee recognition	75.00
PANERA BREAD #608009	CR: Employee recognition	75.96
PANERA BREAD #608009	CR: Employee recognition	75.96
PANERA BREAD #608009	CR: Employee recognition	89.95
PANERA BREAD #608009	CR: Employee recognition	75.96
PANERA BREAD #608009	CR: Employee recognition	75.96
INT IN LORIO ROSS EVE	CR: Appreciation Dinner	650.00
GREAT LAKES ACE HDWE	CR: Operating supplies	43.96

GRAND TOTAL

\$ 3,862,438.76

GENERAL FUND	101	560,706.37
MAJOR STREET FUND	202	336,520.08
LOCAL STREET FUND	203	541,105.03
MUNICIPAL STREET FUND	204	68,795.30
PARKS, REC & CULTURAL SVCS FUND	208	34,780.91
TREE FUND	209	42,034.53
DRAIN FUND	210	122,454.77
RUBBISH COLLECTION FUND	226	212,114.03
PEG CABLE FUND	263	3,580.97
COMMUNITY DVLPMNT BLOCK GRANT FUND	264	1,419.50
LIBRARY FUND	268	26,980.36
LIBRARY CONTRIBUTION	269	1,270.00
CAPITAL IMPROVEMENT PRGRM (CIP) FUND	400	372,581.84
WATER AND SEWER FUND	592	1,356,580.95
SENIOR HOUSING FUND	594	190.89
AGENCY FUND	701	178,751.47
STREET LIGHTING 204109 - WEST OAKS ST	854	594.55
STREET LIGHTING 204 81 - WEST LAKE DRIVE	855	247.12
STREET LIGHTING 204108 - TOWN CENTER ST	856	1,730.09

GRAND TOTAL

\$ 3,862,438.76