

**PRO AGREEMENT - STRIKE-THROUGH  
(APPLICANT PROPOSED)**

**PLANNED REZONING OVERLAY (PRO) AGREEMENT**  
**MICHIGAN CAT**

**AGREEMENT**, by and between TARBERT PROPERTIES, LLC, an Indiana liability company, whose registered address is 6300 Southeastern Avenue, Indianapolis IN, 46203 (“**Applicant**”) and the CITY OF NOVI, 45175 Ten Mile Road, Novi, MI 48375-3024 (“**City**”).

**RECITATIONS:**

- A. Applicant is the owner and developer of an approximately 5.29 acres of an overall 32.39 acre site, located on the east side of Novi Road, north of Catherine Industrial Drive herein known as the “Land” or the “Development” and described on **Exhibit A**, attached and incorporated herein.
- B. The Applicant seeks to rezone the 5.29 acre portion from Light Industrial (I-1) to General Industrial (I-2), using the City’s Planned Rezoning Overlay (PRO) option, for purposes of using the approximately 5.29 acre portion of the site for outdoor storage of construction equipment related to Michigan CAT’s shore and pump operation as described in the developer’s narrative or equipment of a similar height.
- C. The Proposed Classification would provide the Applicant with certain material development options not available under the Existing Classification, and would be a distinct and material benefit and advantage to the Applicant.
- D. The City has reviewed and approved the Applicant’s proposed petition to amend the zoning district classification of the Land from the Existing Classification to the Proposed Classification under the terms of the Planned Rezoning Overlay (PRO) provisions of the City’s Zoning Ordinance, and has reviewed the Applicant’s proposed PRO Plan, attached hereto and incorporated herein as **Exhibit B** (the “PRO Plan”). The PRO Plan is a conceptual or illustrative plan for the potential development of the Land under the Proposed Classification, and not an approval to construct the proposed improvements shown thereon, as any development on the Property will require final site plan approval from the City as provided by this Agreement.
- E. The City has further reviewed the proposed PRO conditions offered or accepted by the Applicant. The City has further reviewed both (i) the requested deviations as contained in this Agreement (the “Deviations”) from the strict terms of the City’s Zoning Ordinance and other land use ordinances and regulations (collectively, the

“City Ordinances”) and (ii) the proposed PRO Conditions (as defined in Paragraph G(iii) below) offered or accepted by Developer, and has concluded the following: (1) that the proposed PRO Plan constitutes an overall public benefit that outweighs the Deviations to the City Ordinances; (2) that a determination not to approve the Deviations would impede an enhancement of the Development that is in the public interest; and (3) that approving the Deviations would be consistent with the City’s Master Plan and compatible with the surrounding area. Without the PRO Conditions as set forth herein and Developer’s (and/or its successors’ and assigns’) continuing obligations to comply with the terms of this Agreement, however, the City would not have approved the rezoning to the Proposed Classification or the Deviations.

- F. Applicant desires to proceed with obtaining the site plan and engineering approval and the issuance of permits required to develop the Land in accordance with the approved PRO Plan (collectively, the “Development”). The City desires to ensure that all of the land that is depicted on the PRO Plan is developed in accordance with, and used only for the specific uses permitted by, this Agreement, the related documents and undertakings of Developer, and all applicable laws, City Ordinances, regulations, and standards of the City and other regulatory bodies. This Agreement will govern the development of the Land and is to be recorded with the Register of Deeds for the County of Oakland following execution by the parties.
- G. As an integral part of the Applicant’s request to the City for rezoning to the Proposed Classification, Developer agrees to develop and construct the storm water system, and other infrastructure necessary to develop and use the Land in conformance with the following undertakings and forbearances by Developer (such undertakings and forbearances hereafter referred to as the “Undertakings”):
  - i. **Uses Permitted.** Applicant shall develop and use the Land solely for the outdoor storage of shoring and pump operation equipment as described in the Developer's narrative, or equipment of a similar height, but in all cases, equipment being stored shall be limited to a maximum of ~~ten-fifteen~~ (150) feet in height. This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position. Applicant shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.
  - ii. **Compliance with Applicable Laws and Regulations.** Applicant shall develop the Land in accordance with all applicable laws and regulations, and with all applicable ordinances, including all applicable setback requirements of the Zoning Ordinance with respect to the Proposed Classification, except as expressly authorized herein or as shown on the PRO Plan. The PRO Plan is acknowledged by both the City and Applicant to be a conceptual plan for the purpose of depicting the general area contemplated for development. Some deviations from the provisions of the

City's ordinances, rules, or regulations that are depicted in the PRO Plan are approved by virtue of this Agreement; however, except as to such specific deviations enumerated herein, the Applicant's right to develop the site under the requirements of the Proposed Classification shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under applicable laws, ordinances, and regulations, including, but not limited to, site plan approval, storm water management plan approval, landscape approval, and engineering plan approval, except as expressly provided in this Agreement. In addition to any other ordinance requirements, Applicant shall comply with all applicable ordinances for storm water and soil erosion requirements and measures throughout the site during the design and construction phases, and subsequent use, of the development contemplated in the Proposed Classification.

iii. **PRO Conditions.** In consideration of the rezoning and approval of the Concept Plan, the following PRO Conditions shall apply to the Land and/or be undertaken by Applicant:

1. The use of the site shall be limited to the outdoor storage of shoring and pump operation equipment as described in the developer's narrative, attached as **Exhibit C**, or equipment of a similar height, but in all cases, equipment being stored shall be limited to a maximum of ten (10) feet in height. This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position.
2. Developer shall provide a 20 foot wide access aisle easement across the length of the proposed site as shown on the concept plan to allow for proper emergency access to the Michigan CAT site. This area shall be kept clear of equipment and signage shall be provided near the existing gate located on the site.
3. Developer shall install a Motor City Historical Marker or a marker of similar character commemorating Michigan CAT's history within the City of Novi as shown on the concept plan which shall be reviewed in detail with the Preliminary Site Plan Review for consistency with other historical marker signage and verbiage. The Motor City Historical Marker shall be installed no later than one year after the start of construction.
4. Developer shall install a pedestrian plaza with a bench and six foot clear path access from the Novi Road sidewalk as shown on the concept plan, which shall be completed on or before one year after the start of construction. Developer shall grant the City an easement for public use of the pedestrian plaza, which plaza shall continue to be operated, maintained, and replaced by Developer.

5. Developer shall install a decorative breakaway emergency access gate near Catherine Industrial Drive as shown on the concept plan.
6. Woodland tree removals during the project shall be approximately 74 trees, which shall require 47 woodland replacement credits. Any woodland replacement credits planted on-site shall be permanently protected via conservation easement or landscape easement. Any credits not planted on site will require a payment of \$400 per credit into the Novi Tree Fund.
7. Any additional regulated woodland tree removals shall meet the requirements of the City of Novi Woodland Protection Ordinance, and may be granted administratively up to 10 trees with proper justification. If additional regulated trees proposed for removal exceeds 10, Planning Commission approval must be granted.
8. The existing drainageway on the east side of the site shall be preserved and shall be reviewed as part of the Preliminary Site Plan.
9. The site shall be properly screened as indicated in the concept plan and shall be reviewed as part of the Preliminary Site Plan.
10. Tentative completion date for the project shall be calendar year 2023.

iv. **Performance Guarantees.** The City shall require Developer to provide performance and financial guarantees for the completion of the improvements, including, as set forth above, including but not limited to, pedestrian plaza, Motor City Historical Marker, storm drainage improvements, site amenities, and landscaping and tree planting activities. Such financial guarantees shall cover the site improvements as determined by the City in accordance with applicable City Ordinances and customary practice. Such financial guarantees may include cash deposits or letters of credit as allowed by the current provisions of the City's Code of Ordinances as determined by the City. Deposit and administration of financial guarantees shall be subject to the requirements and conditions of Chapter 26.5 of the City of Novi Code and any other related rules or regulations. Any deviations or requests for relief from this provision shall be considered by City Council as a deviation from Chapter 26.5, and will not require an amendment to the PRO Agreement or PRO Plan if approved by the City Council.

v. **Compliance with Laws.** The development and use of the Land shall be in accordance with all applicable laws, ordinances, and regulations, including

all applicable setback requirements of the Zoning Ordinance under the Proposed Classification, except as expressly authorized herein, and all storm water and soil erosion requirements and measures, both throughout the site during the design and construction phases of the Development and during the subsequent use of the Land as contemplated in this Agreement.

- vi. **Other City Authority.** Nothing in this Agreement shall prevent the City from exercising its regulatory and other authority with respect to the Overall Land and the Development in a manner consistent with the PRO Plan and this Agreement.
- vii. **Application Fees; Connection Fees.** Applicant shall be responsible to pay all application and review fees as and when required under the City Ordinances, including but not limited to planning, engineering, legal, and any consultant fees in connection with the review and approval of the Development. Such amounts shall be due upon invoice, and failure to pay amounts owed shall entitle the City to cease review, approval, and/or issuance of permits.
- viii. **Property Maintenance Obligations.** Applicant agrees, at its expense, to operate, maintain, repair, manage, and improve the entire Development site during buildout of the development. Applicant shall be responsible to preserve and maintain the pedestrian plaza, storm water drainage facilities, paving, and landscaping, and any and all areas disturbed in connection with the Development to ensure that the same continue to function as intended, and are stabilized, and meet all standards of applicable laws and ordinances for property maintenance, including, but not limited to regular snow and ice removal. Applicant shall establish a regular and systematic program of maintenance for the development to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and maintained.

Notwithstanding any other remedies in this Agreement, in the event that Applicant shall at any time fail to carry out the responsibilities above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon Applicant 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 Applicant) 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 determines that the required maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall have the power and authority, but not the 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 Applicant and such amount shall constitute a lien 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 Applicant, all unpaid amounts may be placed on the delinquent tax roll of the City, and shall accrue interest and penalties, and 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 Applicant, and, in such event, the Applicant shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

- ix. **Staff and Consultant Review Letters.** Applicant shall comply with all conditions listed in the staff and consultant review letters not inconsistent with the terms of this Agreement.
- x. **Applicant Representations.** Applicant hereby makes the following acknowledgments, representations, and warranties to City, which representations and warranties shall be true and correct as of the date hereof:
  - (a.) Applicant is duly organized and validly existing, in good standing under the laws of the State of Michigan, authorized to do business under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of this Agreement. Applicant has provided City with an accurate and complete copy of its Articles of Organization and Certificate of Good Standing in effect as of the date of this Agreement ("Organizational Documents"), and agrees to provide accurate and complete copies of any revisions or modifications to the Organizational Documents.
  - (b.) Applicant has no notice of and there is no pending litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which

would affect Applicant or its principals from carrying out the covenants and promises made herein.

- (c.) Applicant is financially able to complete the Development.
- (d.) Applicant shall construct all improvements for the Development in a good and workmanlike manner employing quality contractor(s), construction manager(s), and other professional possessing the requisite experience and competency to construct such improvements.

***NOW, THEREFORE, IT IS AGREED AS FOLLOWS:***

1. **Developer Obligations.** Upon execution of this Agreement by the parties:
  - a. The Land shall be developed only in accordance with the Undertakings, the PRO Plan, the PRO Conditions, Legal Requirements, City Ordinances (as amended), and this Agreement (collectively, the “**PRO Documents**”);
  - b. Applicant shall comply with the PRO Documents;
  - c. Applicant shall forbear from acting in a manner inconsistent with the PRO Documents;
  - d. Applicant shall complete all actions necessary to carry out all of the obligations in the PRO Documents.
2. **Authorized Deviations.** The following deviations from the standards of the Zoning Ordinance are hereby authorized pursuant to §3402.D.1.c of the City’s Zoning Ordinance:
  - a. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for asphalt millings as a parking lot material in lieu of pavement, which is justified because the proposed millings are an extension of the existing storage yard and are a material that is preferable for storage yards;
  - b. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for a lack of curbs, which is justified due to the site having adequate sheet drainage during rainfall events that will be adequately filtered by a vegetative swale located on the north side of the storage area;
  - c. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for the lack of parking lot striping, which is justified due to the lot being used exclusively for storage of construction equipment;

- d. Landscape Deviation from Section 5.5.3.B.II of the Zoning Ordinance for the use of an evergreen shrub wall in lieu of required canopy greenbelt trees and berm, which is justified because the proposed shrub wall provides more adequate screening of the construction equipment;
  - e. Landscape Deviation from Section 4 of the Landscape Design Manual for the lack of meeting the required tree diversity standards, which is justified due to the heavy use of evergreens to provide the necessary screening for the project and the lack of suitable evergreen species available for use in Michigan.
- 3. **Revocation of Rights.** In the event Developer attempts to or proceeds with actions to complete improvement of the Land in any manner other than as described herein and shown on Exhibit B, the City shall be authorized to revoke all outstanding building permits and certificates of occupancy issued for such building and use.
- 4. **Modifications; Required Amendments.** Minor modifications to the approved PRO Plan may be approved administratively if the Zoning Ordinance (interpreted as though the approved PRO Plan is an approved site plan for purposes of this Paragraph only) would otherwise allow an administrative site plan review and approval, so long as the City Planner determines that the modifications (i) are minor, (ii) do not deviate from the general intent of the PRO Plan, and (iii) do not result in increased impacts on the surrounding development and existing infrastructure. The Planning Commission shall also be permitted to authorize amendments to the PRO Plan in its review of the site plans for the Development, with regard to parking-related, landscaping-related, and façade-related requirements, provided it would otherwise have that authority under the Zoning Ordinance.
- 5. **General Provisions:**
  - a. The Zoning Board of Appeals (the “ZBA”) shall have no jurisdiction over the Land or the application of this Agreement until after site plan approval and construction of the Development as approved therein. In no event shall the ZBA be permitted to vary any terms or conditions of this Agreement.
  - b. Except as may be specifically modified by this Agreement, the City Code and all applicable regulations of the City shall apply to the Land. A violation of the City Code by Applicant and/or any successor owners or occupants with respect to the Land shall be deemed a breach of this Agreement, as well as a violation of the City Code.
  - c. A breach of this Agreement shall constitute a nuisance per se, which shall be abated. Applicant and the City therefore agree that, in the event of a breach of this Agreement by Applicant, the City, in addition to any other relief to which it may be entitled at law or in equity, or any other provisions

of this Agreement, shall be entitled under this Agreement to relief in the form of specific performance (for site improvements and infrastructure determined necessary by the City to service the buildings constructed and to otherwise satisfy the PRO Conditions for the public benefit, but not for purposes of construction, except as to construction of the buildings, unless construction of a building has commenced) and an order of the court requiring abatement of the nuisance per se. In the event of a breach of this Agreement, the City may notify Applicant of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Applicant shall not be in the breach hereunder if Applicant commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Applicant liable to the City in any suit for enforcement for actual costs incurred by the City including, but not limited to, reasonable attorneys' fees, expert witness fees and the like.

- d. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event the Applicant desires to propose an amendment, an application shall be made to the City's Department of Community Development, which shall process the application in accordance with the procedures set forth in the Zoning Ordinance.
- e. Both parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.
- f. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.
- g. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's rights to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

- h. 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 as and when provided herein.
- i. This Agreement and all of its covenants, restrictions, and conditions are made for the benefit of the property and the community and shall run with the land described herein as the Land and bind the parties, their heirs, successors, and assigns. The parties acknowledge that the Land is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement, and all references to the “Applicant” in this Agreement shall also include all respective heirs, successors, and assigns of Applicant, all future owners of any parcels or units created by the proposed land divisions or condominium(s). The City shall have the right to enforce the Agreement and its covenants, restrictions, and conditions against Applicant or its heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds.
- j. All parties to this Agreement further agree that, notwithstanding anything in the Planned Rezoning Overlay (PRO) provisions of the City’s Zoning Ordinance, Section 7.13, the PRO approval and this Agreement shall not expire or become void under Section 7.13.2.D.iii of the Ordinance, and the obligations of this Agreement shall remain in full force and effect, unless and until such time as it is amended or terminated by the City in accordance with the applicable procedures of the PRO provisions of the City’s Zoning Ordinance. Such amendment or termination shall be evidenced by the recording of an amendment or termination of this Agreement with the Oakland County Register of Deeds. The parties agree and acknowledge that for purposes of the PRO provisions of the Zoning Ordinance, the Development shall be considered to have commenced upon bona fide development of the Land. Because the City is the seller of its portion of the Land, as well as the approving body under the PRO provisions of the Zoning Ordinance, the requirements and obligations of Applicant set forth herein shall be considered to be in the nature of deed and/or use restrictions.
- k. Applicant has negotiated with the City the terms of the PRO Plan, the PRO Conditions, and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Applicant and the City. Applicant fully accepts and agrees to the final terms, conditions, requirements and obligations of the PRO Plan and PRO Agreement, and Applicant shall not be permitted in the future to claim that the effect of the PRO Plan and PRO Agreement results in an unreasonable limitation upon

uses of all or a portion of the Land, or claim that enforcement of the PRO Plan and PRO Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Land. Applicant and the City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Applicant has offered and agreed to proceed with the Undertakings, the PRO Conditions, and any other obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for Applicant, all of which Undertakings, PRO Conditions, and other obligations Applicant and the City agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Land in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objectives of the City and Applicant, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, et seq., as amended.

- l. Applicant further agrees and acknowledges that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the Development and use of the Land under the PRO Plan, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.
- m. Applicant acknowledges that, at the time of the execution of this Agreement, Applicant has not yet obtained final site plan or engineering approvals for the Overall Land. Applicant acknowledges that the Planning Commission and City engineering staff/consultants may impose additional conditions other than those contained in this Agreement during site plan and engineering reviews and approvals as authorized by law; provided, however, that any such additional conditions shall not be inconsistent with the PRO Plan and this Agreement and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement.
- n. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Applicant and the City.
- o. The Recitations contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement. Headings are descriptive only. The Exhibits attached hereto are as follows:

Exhibit A - Description & Depiction of the Land/Property.  
Exhibit B - PRO Plan  
Exhibit C – Developer’s Narrative

- p. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.
- q. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.
- r. Where there is a question with regard to applicable regulations for a particular aspect of the Development, construction and use of all or any portion of the Land, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no express provisions of the PRO Plan and this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City’s Zoning Ordinance, as such Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PRO Plan and this Agreement and does not delay, change or eliminate any development rights authorized by the PRO Plan and this Agreement. In the event of a conflict or inconsistency between two or more provisions of the PRO Plan (including notes thereto) and/or this Agreement, or between such documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.
- s. The parties acknowledge and agree that they have had the opportunity to have the PRO Plan and this Agreement reviewed by legal counsel.
- t. This Agreement may be signed in counterparts.

{Signatures begin on following page}

**APPLICANT/DEVELOPER**

**TARBERT PROPERTIES, LLC, an  
Indiana liability company,**

By: \_\_\_\_\_

Its:

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me  
appeared \_\_\_\_\_, the \_\_\_\_\_ of  
TARBERT PROPERTIES, LLC, an Indiana liability company, who states that he has signed this  
document of his own free will duly authorized on its behalf.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

{Signatures continued on next page}

**CITY OF NOVI**

By: \_\_\_\_\_  
Robert J. Gatt, Mayor

By: \_\_\_\_\_  
Cortney Hanson, Clerk

:

STATE OF MICHIGAN     )  
                                          ) ss  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me appeared Robert J. Gatt and Cortney Hanson, who stated that they had signed this document of their own free will on behalf of the City of Novi in their respective official capacities, as stated above.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

Drafted by:

Elizabeth Kudla Saarela  
Rosati, Schultz, Joppich & Amtsbeuchler, PC  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

When recorded return to:

Cortney Hanson, Clerk  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**MAPS**

**Location**

**Zoning**

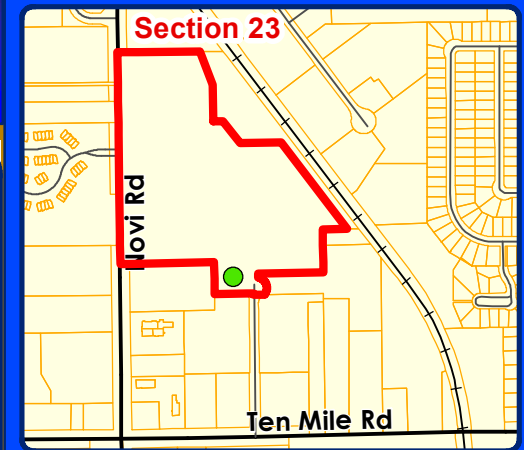
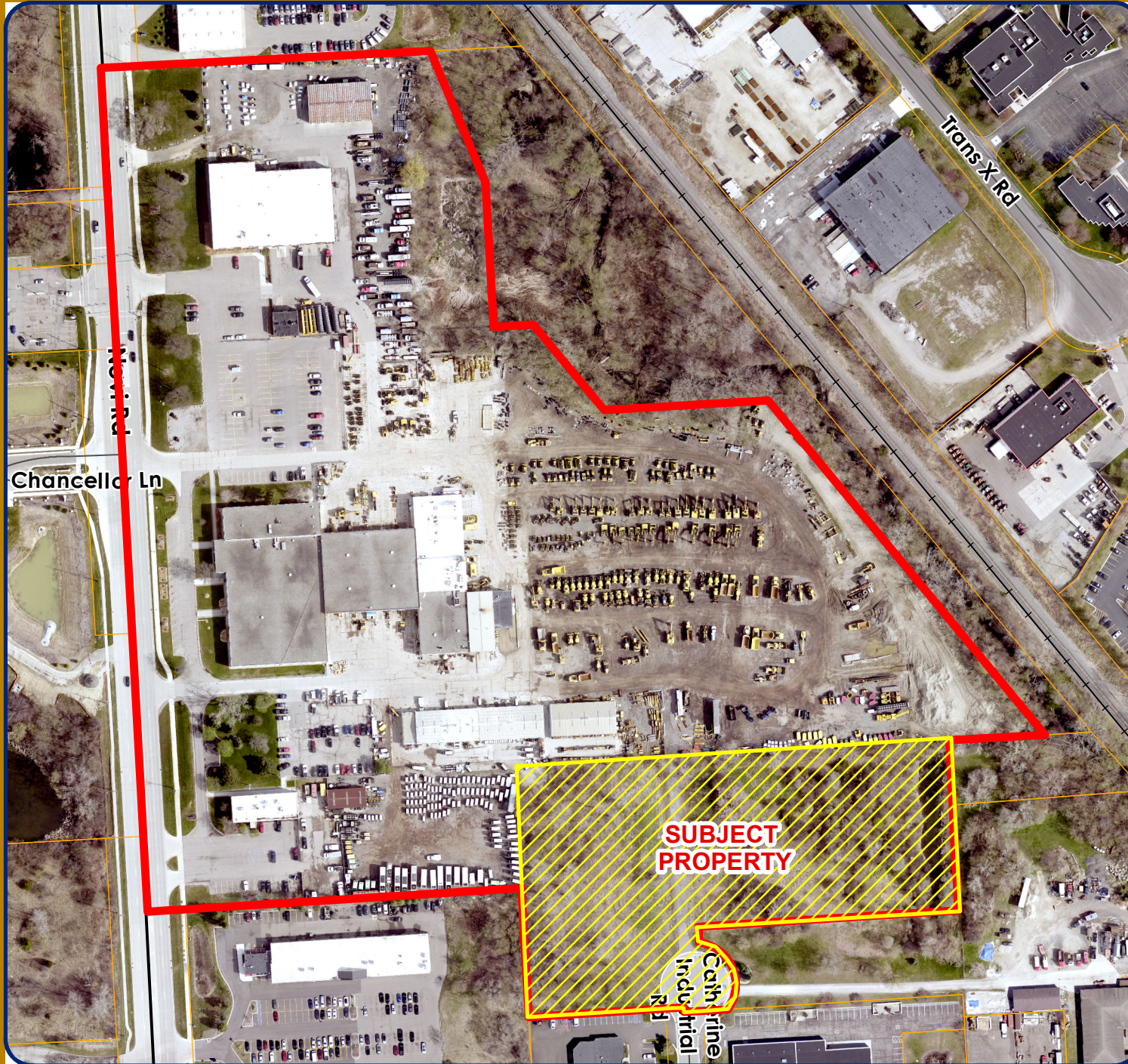
**Future Land Use**

**Natural Features**

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# JZ21-22 MICHIGAN CAT PRO

## LOCATION



### LEGEND

 Subject Property



### City of Novi

Dept. of Community Development  
City Hall / Civic Center  
45175 W Ten Mile Rd  
Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

Map Author: Christian Carroll  
Date: 7/6/22  
Project: JZ21-22 MICHIGAN CAT PRO  
Version #: 1

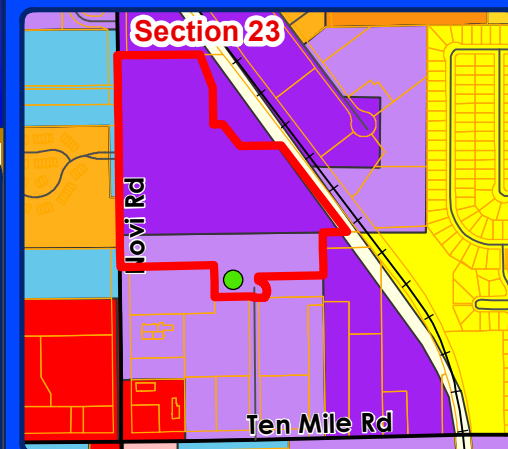
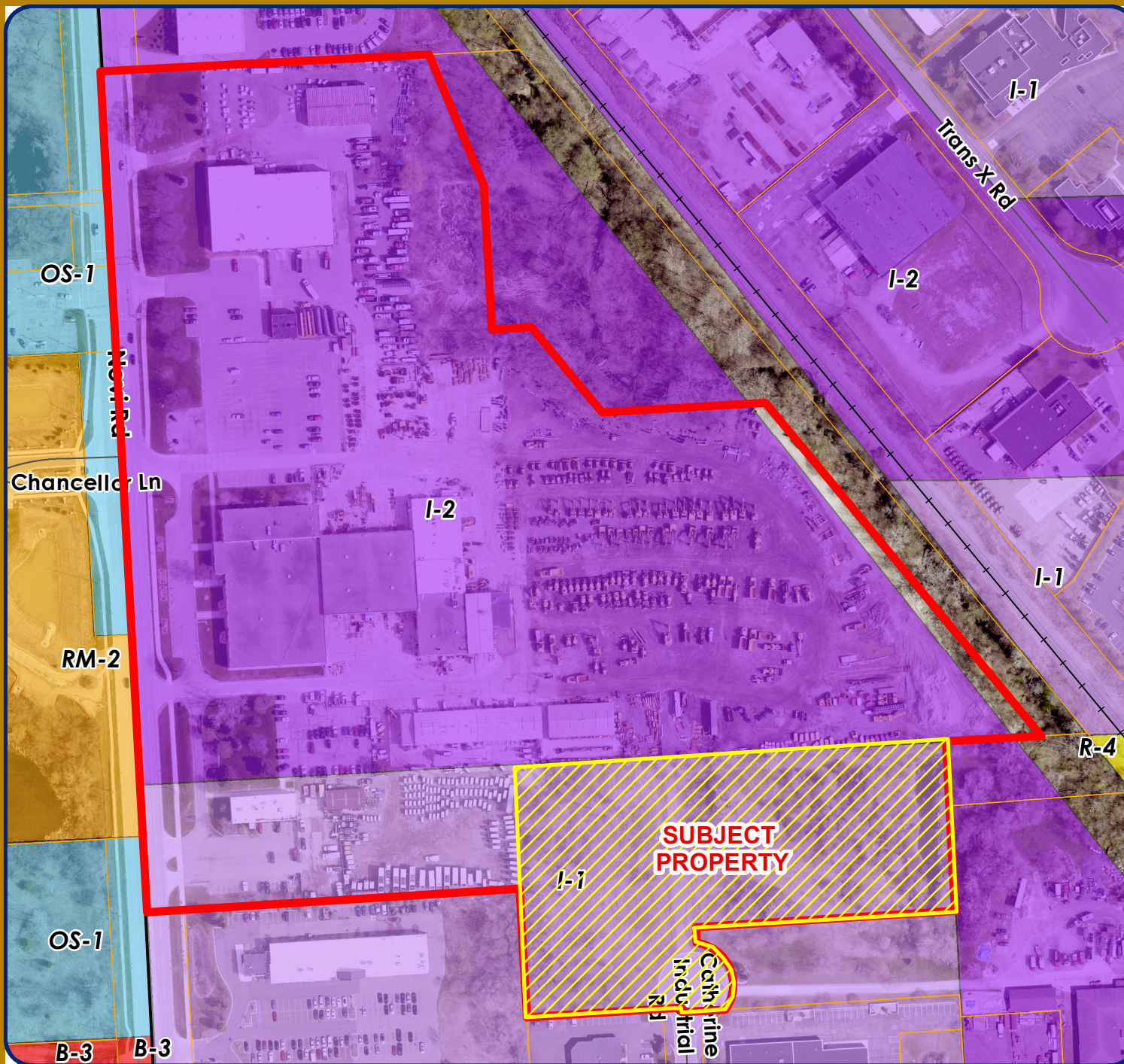
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1 inch = 232 feet



### MAP INTERPRETATION NOTICE

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

# JZ21-22 MICHIGAN CAT PRO ZONING



## LEGEND

- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- RM-2: High-Density Multiple Family
- B-1: Local Business District
- B-3: General Business District
- I-1: Light Industrial District
- I-2: General Industrial District
- OS-1: Office Service District
- TC-1: Town Center -1 District
- Subject Property



## City of Novi

Dept. of Community Development  
City Hall / Civic Center  
45175 W Ten Mile Rd  
Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

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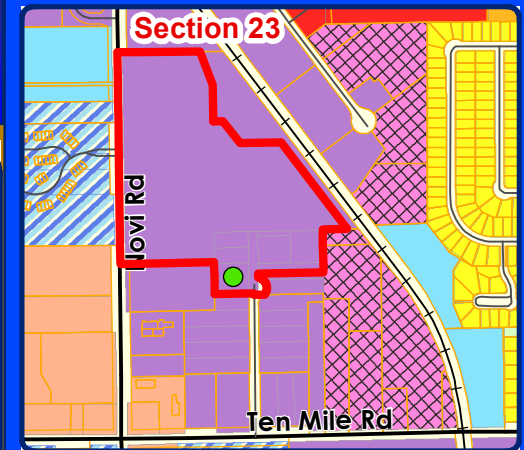
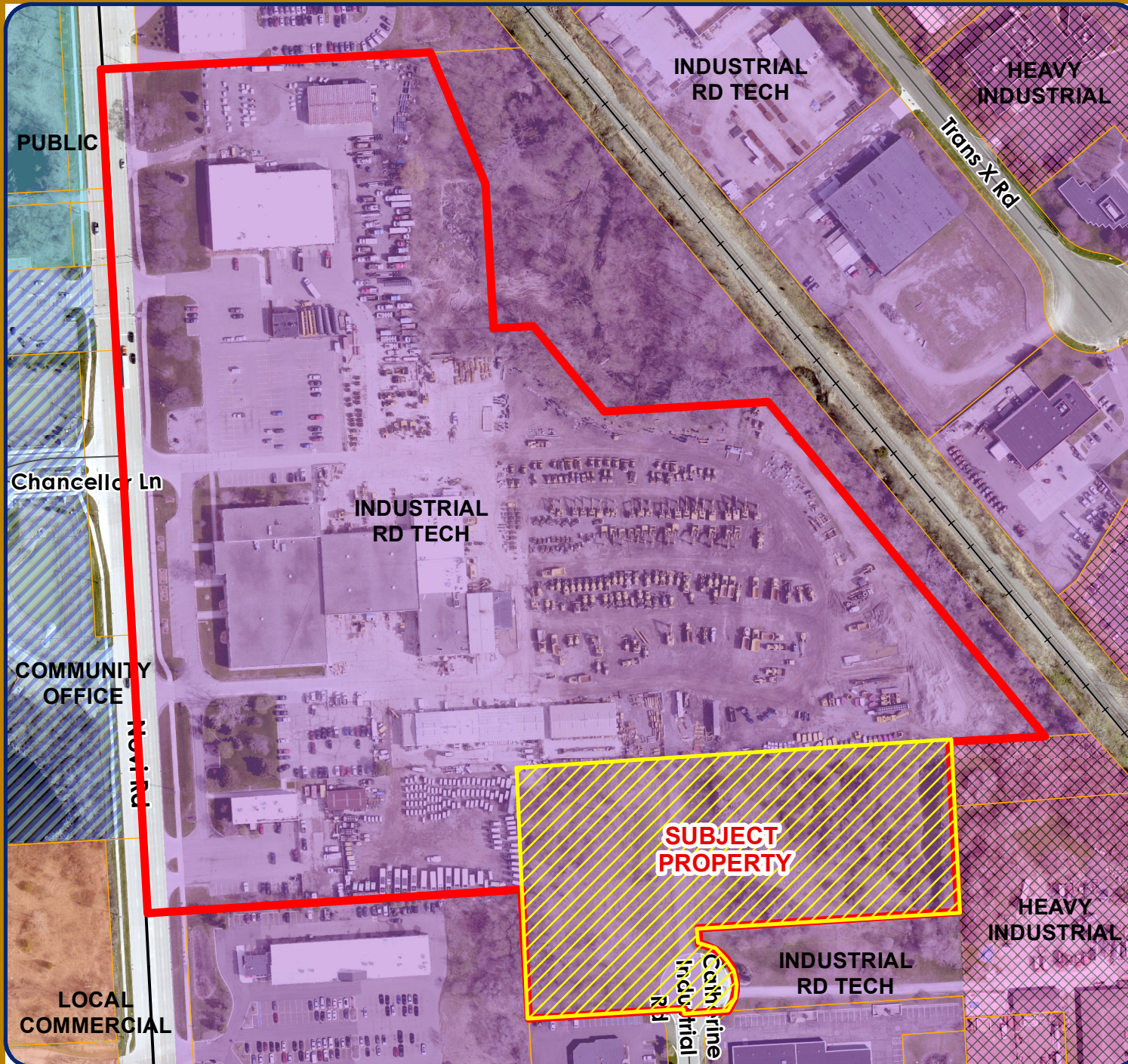


## MAP INTERPRETATION NOTICE

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

# JZ21-22 MICHIGAN CAT PRO

## FUTURE LAND USE



### LEGEND

- Single Family
- Multiple Family
- Community Office
- Industrial Research Development Technology
- Heavy Industrial
- Local Commercial
- TC Commercial
- Public
- Private Park
- Subject Property



### City of Novi

Dept. of Community Development  
City Hall / Civic Center  
45175 W Ten Mile Rd  
Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

Map Author: Christian Carroll  
Date: 7/6/22  
Project: JZ21-22 MICHIGAN CAT PRO  
Version #: 1

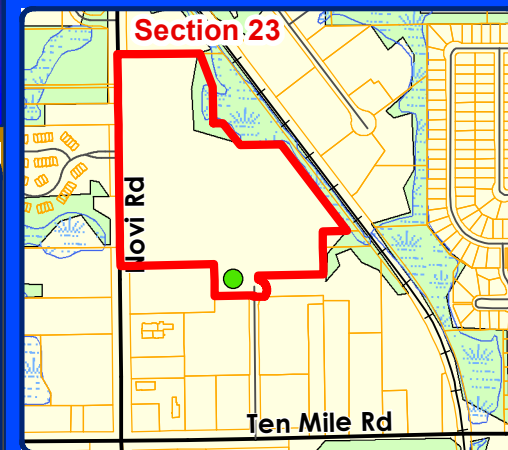
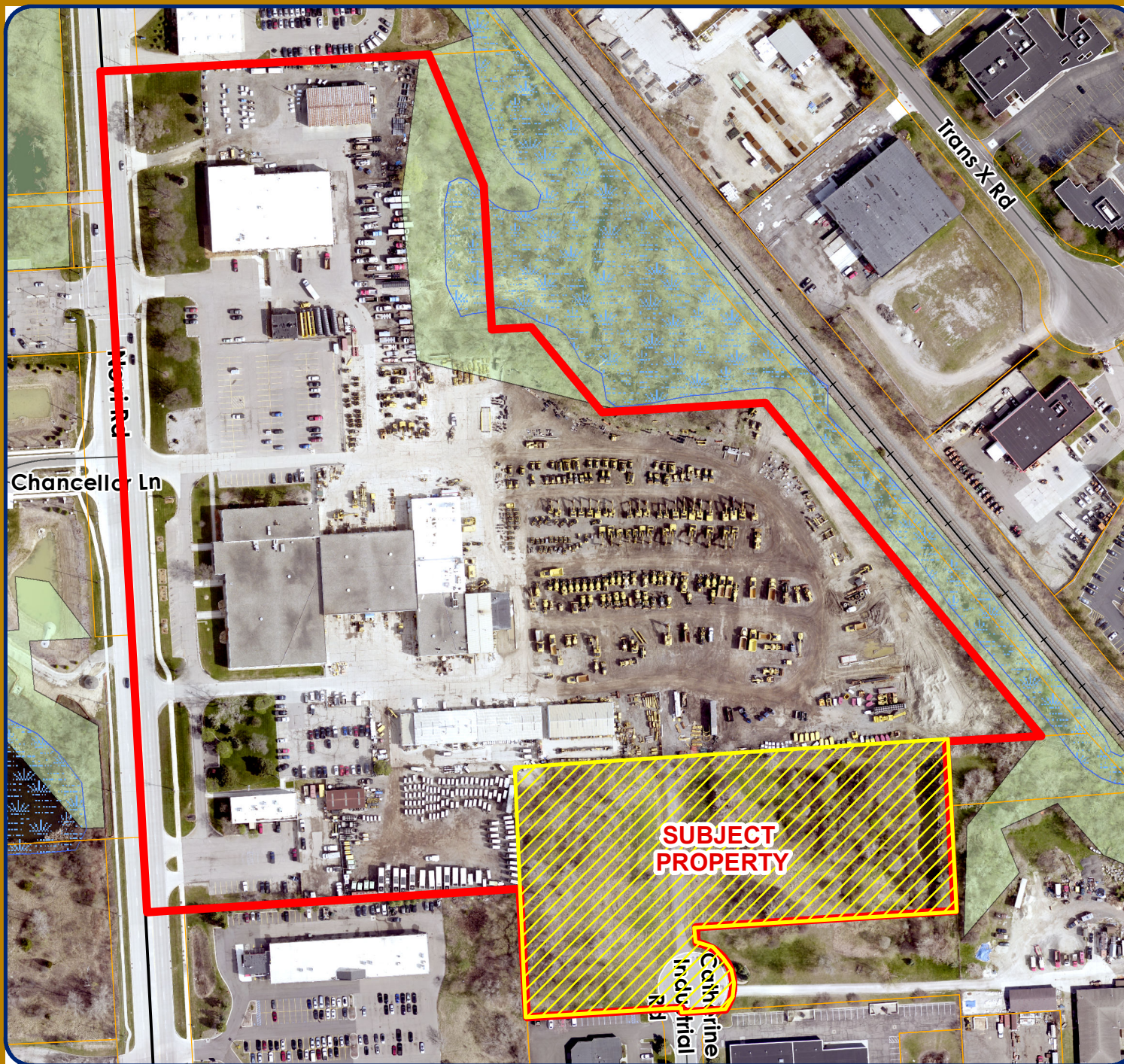


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# JZ21-22 MICHIGAN CAT PRO

## NATURAL FEATURES



### LEGEND

- WETLANDS
- WOODLANDS
- Subject Property



### City of Novi

Dept. of Community Development  
City Hall / Civic Center  
45175 W Ten Mile Rd  
Novi, MI 48375  
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Map Author: Christian Carroll  
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Project: JZ21-22 MICHIGAN CAT PRO  
Version #: 1



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**PRO CONCEPT PLAN**  
**MARCH 15, 2022**

DEVELOPMENT PLANS FOR  
PROPOSED  
**MICHIGAN CAT**  
NOVI PUMP & SHORING MAINTENANCE  
24800 NOVI ROAD  
NOVI, MICHIGAN 48375

## PROJECT CONTACTS

## CIVIL ENGINEER

BERGMANN ASSOCIATES  
7050 W SAGINAW HWY  
LANSING, MI 48917  
PAUL FURTAW, P.E.  
(517) 272-9835

## DEVELOPER

GRANGER CONSTRUCTION COMPANY  
6267 AURELIUS RD  
LANSING, MI 48911  
DAN GERMAN  
(517) 393-1362

## UTILITY AND JURISDICTIONAL CONTACTS

## PLANNING AND ZONING

CITY OF NOVI  
45175 TEN MILE RD  
NOVI, MI 48375  
CHRISTIAN CARROLL  
(248) 735-5607

## OWNER

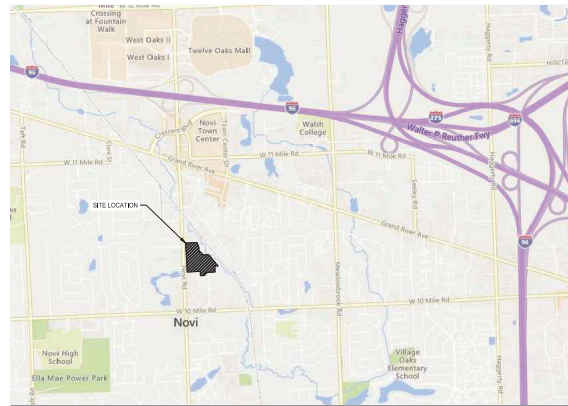
MICHIGAN CAT  
24800 NOVI RD  
NOVI, MI 48375  
RICH POTOSNAK  
(888) 642-4228

## LANDSCAPE ARCHITECT

DEAK PLANNING & DESIGN  
143 CADYCENTRE #79  
NORTHVILLE, MI 48167  
STEPHEN DEAK  
(866) 355-4204

## ENGINEERING

CITY OF NOVI  
45175 TEN MILE RD  
NOVI, MI 48375  
VICTOR BORON  
(248) 735-5695



SITE LOCATION MAP  
NOT TO SCALE



| Sheet List Table |                        |
|------------------|------------------------|
| Sheet Number     | Sheet Title            |
| C000             | COVER                  |
| C100             | OVERALL SITE PLAN      |
| C101             | SITE PLAN              |
| C110             | GRADING & UTILITY PLAN |
| LP-1             | SITE LANDSCAPE PLAN    |
| LP-2             | LANDSCAPE DETAILS      |
| LP-3             | FRONTAGE DETAIL        |
| LP-4             | FRONTAGE DETAIL        |
| WP-1             | WOODLAND IMPACT PLAN   |
| TL-1             | TREE INVENTORY         |

## DRAWING KEY

- INCLUDED IN PLAN SET  
□ NOT INCLUDED IN PLAN SET

## LEGAL DESCRIPTION:

PART OF THE SW 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W 1/4 CORNER OF SECTION 23; THENCE S03°10'28"E 165.44 FEET ALONG THE WEST LINE OF SAID SECTION 23, BEING APPROXIMATE CENTER LINE OF NOVI ROAD (120' WIDE RIGHT-OF-WAY), TO THE POINT OF BEGINNING; THENCE N87°01'31"E 527.86 FEET; THENCE S22°42'42"E 228.37 FEET; THENCE S03°19'33"E 231.34 FEET; THENCE N86°40'27"E 63.20 FEET; THENCE S39°46'18"E 177.77 FEET; THENCE N86°40'27"E 283.12 FEET; S39°38'42"E 693.34 FEET ALONG AND IN PART OF THE "TEN NOVI INDUSTRIAL PARK SUBDIVISION", (L.178 OF PLATS, PAGE 22, OAKLAND COUNTY RECORDS); THENCE S86°24'42"W 849.70 FEET ALONG AND IN PART OF SAID "TEN NOVI INDUSTRIAL PARK SUBDIVISION"; THENCE S03°10'48"E 193.60 FEET; THENCE S86°24'42"W 599.62 FEET, TO THE WEST LINE OF : THENCE N03°10'28"W 1351.89 FEET, ALONG THE WEST LINE OF SAID SECTION 23, TO THE POINT OF BEGINNING.

ALSO, PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, TEN-NOVI INDUSTRIAL PARK LOTS 6 TO 9 INCLUSIVE, ALSO VACATED ROAD ADJACENT TO SAME, ALSO PART OF LOTS 15 AND 16, ALSO ALL OF LOT 17, ALSO OUTLOT A, ALL DESCRIBED AS:

BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 34 MINUTES 50 SECONDS EAST 400.00 FEET AND NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 812.00 FEET AND NORTH 89 DEGREES 32 MINUTES 20 SECONDS EAST 199.65 FEET AND NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 100.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23 AND PROCEEDING THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 400.00 FEET FROM: THENCE 89 DEGREES 32 MINUTES 20 SECONDS EAST 696.65 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 272.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 417.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 25.42 FEET; A CURVE TO THE RIGHT, RADIUS 68.00 FEET (REC. AS 68.60 FEET), CENTRAL ANGLE 117 DEGREES 35 MINUTES 04 SECONDS (REC. AS 117 DEGREES 34 MINUTES 51 SECONDS), AN ARC LENGTH OF 139.55 FEET, WHOSE CHORD BEARS SOUTH 20 DEGREES 03 MINUTES 00 SECONDS EAST 116.32 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 69.97 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST 7.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 248.95 FEET TO THE POINT OF BEGINNING, CONTAINING 5.29 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.



**BERGMANN**  
ARCHITECTS ENGINEERS PLANNERS

7050 West Saginaw Hwy.  
Suite 200  
Lansing, MI 48917

[www.bergmannco.com](http://www.bergmannco.com)

**GRANGER**  
ADVANCE THE ART OF BUILDING

**MICHIGAN CAT  
NOVI  
PUMP & SHORING  
MAINTENANCE**

24800 NOVI ROAD  
NOVI, MI 48375

| Date Revised | Description              |
|--------------|--------------------------|
| 08/17/2021   | CITY OF NOVI RESUBMITTAL |
| 09/16/2021   | CITY OF NOVI RESUBMITTAL |
| 02/28/2022   | CITY OF NOVI RESUBMITTAL |
| 03/15/2022   | CITY OF NOVI RESUBMITTAL |



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| Project Manager | Discipline Lead |
|-----------------|-----------------|
| T. REIDER       | P. FURTAW, PE   |
| Designer        | Reviewer        |
| J. SMITH        | P. FURTAW, PE   |
| Date Issued     | Project Number  |
| AUG 17, 2021    | 010181.00       |

Sheet Name

COVER

Drawing Number

**C000**



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# MICHIGAN CAT NOVI PUMP & SHORING MAINTENANCE

| Date Revised | Description              |
|--------------|--------------------------|
| 08/17/2021   | CITY OF NOVI RESUBMITTAL |
| 09/16/2021   | CITY OF NOVI RESUBMITTAL |
| 02/28/2022   | CITY OF NOVI RESUBMITTAL |
| 03/15/2022   | CITY OF NOVI RESUBMITTAL |

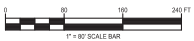
PROPERTY LINE

REFERS TO THE APPROPRIATE M.D.M.B. S.E.S.C.  
KEYING SYSTEM DETAIL

SOIL BOUNDARY

|     |                                             |
|-----|---------------------------------------------|
| 10c | MARLETTE SANDY LOAM, 6 TO 12 PERCENT SLOPES |
| 10b | MARLETTE SANDY LOAM, 1 TO 6 PERCENT SLOPES  |
| 43  | SLOAN-MARLETTE ASSOCIATION                  |
| 59  | URBAN LAND                                  |

SEE SHEET -  
C101



|                 |                 |
|-----------------|-----------------|
| Project Manager | Discipline Lead |
| T. REDER        | P. FURTAW, PE   |
| Designer        | Reviewer        |
| J. SMITH        | P. FURTAW, PE   |
| Date Issued     | Project Number  |
| AUG 17, 2021    | 015181.00       |

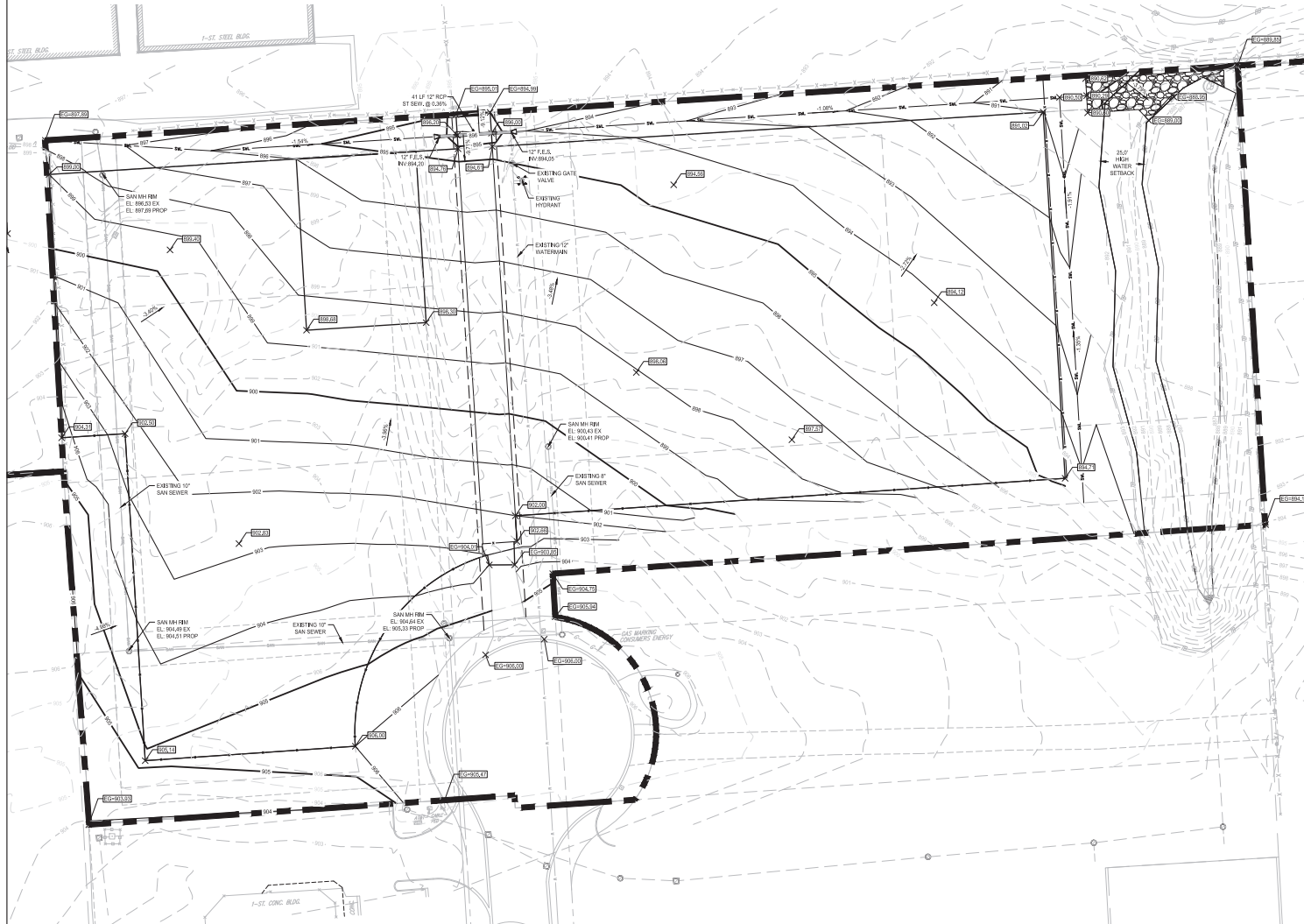
Sheet Name

## OVERALL SITE PLAN

Drawing Number

## C100





## GRADING NOTES

1. REFER TO EROSION AND SEDIMENT CONTROL PLAN FOR REQUIRED EROSION AND SEDIMENT CONTROL MEASURES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REMOVAL OF TEMPORARY SEDIMENTATION CONTROLS. EROSION CONTROL MEASURES SHALL NOT BE REMOVED BEFORE VEGETATION HAS OCCURRED COMPLETELY.
3. ALL SILT FENCE TO BE REPLACED WHENEVER THEY BECOME CLOGGED OR NONFUNCTIONAL AND SHALL BE REPLACED AT A MINIMUM OF EVERY 3 MONTHS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF TOPSOIL TO ALL DISTURBED AREAS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES.
5. SILT FENCE, JUTE MESH AND/OR EROSION CONTROL BLANKETS WILL BE USED ON STEEP SLOPES AND WHEREVER NECESSARY TO CONTROL EROSION AND RETENTION OF EXISTING DRAINAGE SYSTEMS AS ORDERED BY THE ENGINEER OR SPECIFIED ON PLANS.
6. THE CONTRACTOR SHALL DESIGNATE A MEMBER OF HIS/HER FIRM TO BE RESPONSIBLE TO MONITOR EROSION CONTROL, EROSION CONTROL STRUCTURES, TREE PROTECTION AND PRESERVATION THROUGHOUT CONSTRUCTION.
7. ALL DISTURBED AREAS SHALL BE PROTECTED FROM EROSION EITHER BY MULCH OR TEMPORARY SEEDING WITHIN 2 WEEKS OF DISTURBANCE.
8. ALL SITE GRADING MUST BE PERFORMED TO INSURE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE, THROUGHOUT THE PERIOD OF CONSTRUCTION AND AFTER PROJECT COMPLETION.
9. ALL SEDIMENTATION AND SOIL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF SITE GRADING AND MUST CONFORM TO PART 91 OF ACT 401 OF THE PUBLIC ACTS OF 1961 AS AMENDED. ALL APPLICABLE PERMITS SHALL BE OBTAINED BEFORE IMPLEMENTING THESE MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SEDIMENTATION AND SOIL EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
10. IN GENERAL, DISTURBANCE AND PAYMENT CONSTRUCTION SHOULD BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS OTHERWISE NOTED.
11. REMOVE ANY EXISTING TOPSOIL, ORIGINAL SOILS, AND/OR ALL FILL VEGETATION, TREES AND OTHER DELETERIOUS MATERIALS TO EXPOSE THE SUBGRADE. SOIL, TREE ROOTS SHOULD BE COMPLETELY REMOVED.
12. ENSURE TO THE DEPTH OF THE FINAL SUBGRADE ELEVATION TO ALLOW FOR GRADE CHANGES AND THE PLACEMENT OF THE RECOMMENDED PAVEMENT SYSTEM.
13. ON SITE FILL MATERIAL CAN BE USED IF THE SPECIFIED COMPACTION REQUIREMENTS CAN BE ACHIEVED. IF ON SITE MATERIAL IS USED, IT SHOULD BE CLEAN AND FREE OF FROZEN SOIL, ORGANICS, OR OTHER DELETERIOUS MATERIALS.
14. THE FINAL SUBGRADE SHOULD BE THOROUGHLY PROPOURED USING A LOADED TAMPING ROLLER UNDER THE SUPERVISION OF A GEOTECHNICAL/PAVEMENT ENGINEER. LOOSE OR YIELDING AREAS THAT CANNOT BE MECHANICALLY STABILIZED SHOULD BE REMOVED AND REPLACED WITH ENGINEERED FILL OR AS DICTATED BY FIELD CONDITIONS.
15. IF DEWATERING IS ANTICIPATED OR ENCOUNTERED DURING CONSTRUCTION, A DEWATERING PLAN MUST BE SUBMITTED TO THE ENGINEER DIVISION FOR REVIEW.

## GRADING LEGEND:

- 71 — PROPOSED MAJOR CONTOUR
- 72 — PROPOSED MINOR CONTOUR
- × 71.73 PROPOSED SPOT ELEVATION
- × 800.77.73 EXISTING ELEVATION
- × HP-71.73 PROPOSED HIGH POINT ELEVATION
- × TG-71.73 PROPOSED TOP OF GRATE ELEVATION
- 2.25% — PROPOSED SLOPE
- 72 — EXISTING CONTOUR

## UTILITY LEGEND:

- HYDRANT
- ⊗ VALVE/CURB BOX
- WATER MAIN
- SANITARY SEWER
- SANITARY SEWER MANHOLE



7050 West Saginaw Hwy.  
Suite 200  
Livonia, MI 48017

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**GRANGER**  
ADVANCE THE ART OF BUILDING

## MICHIGAN CAT NOVI PUMP & SHORING MAINTENANCE

24800 NOVI ROAD  
NOVI, MI 48375

| Date Received | Description              |
|---------------|--------------------------|
| 08/17/2021    | CITY OF NOVI RESUBMITTAL |
| 09/16/2021    | CITY OF NOVI RESUBMITTAL |
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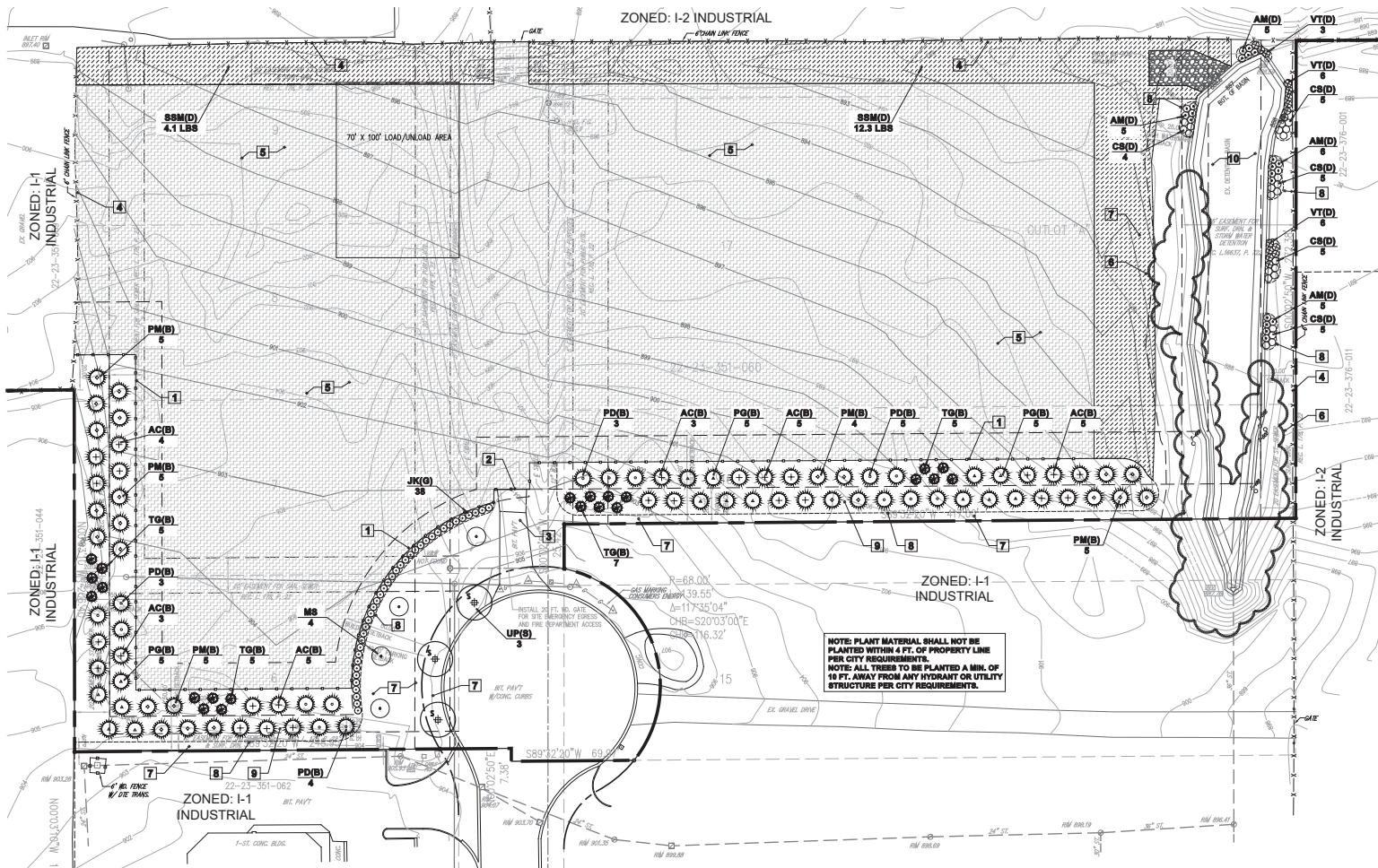
| Project Manager | Discipline Lead |
|-----------------|-----------------|
| T. REIDER       | P. FURTAIN, PE  |
| Designer        | Reviewer        |
| J. SMITH        | P. FURTAIN, PE  |
| Date Issued     | Project Number  |
| AUG 17, 2021    | 010181.00       |

Sheet Name

**GRADING & UTILITY PLAN**

Drawing Number

**C110**



# SITE PLANTING PLAN

SCALE: 1" = 40'

## LANDSCAPE DATA

| R.O.W. Greenbelt                                                                                                                                                                                                                                                                          | 150 in. ft.                | Street Trees                                                                                            | 150 in. ft.        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------|--------------------|
| Catherine Dr. Frontage:<br>(150 in. ft. - 19 in. ft.)<br>Canopy/Evergreen Trees Req.<br>(1 Tree/40 in. ft.)<br>Canopy/Evergreen Trees Prov.<br>Sub-Canopy Trees Req.<br>(1 Tree/40 in. ft.)<br>Sub-Canopy Trees Prov.<br>Provided: Continuous tall evergreen hedge to screen storage area | 3 Trees<br>None<br>4 Trees | Twelve Mile Road Frontage:<br>(150 in. ft. less 19 in. ft.)<br>Trees Required:<br>Total Trees Provided: | 3 Trees<br>3 Trees |

- NOTES:
- NO OVERHEAD UTILITIES EXIST OR ARE PROPOSED ON SITE.
  - SEE CIVIL DRAWINGS FOR SOIL MAP AND TYPES PRESENT ON SITE.
  - NO PHRAGMITES OBSERVED ON SITE.
  - NO JAPANESE KNOTWEED OBSERVED ON SITE.

## NOTE KEY:

- PROPOSED FENCE - SEE CIVIL DRAWINGS
- PROPOSED GATE - SEE CIVIL DRAWINGS
- EXISTING DRIVE TO REMAIN
- EXISTING FENCE TO REMAIN
- PROPOSED STORAGE AREA SURFACE - SEE CIVIL DRAWINGS
- EXISTING VEGETATION TO REMAIN
- NEW SEEDED LAWN
- SHOVEL CUT BED EDGE - TYP
- CONTINUOUS MULCHED
- EXISTING STORM WATER BASIN - SEE CIVIL DRAWING

## GENERAL PLANTING REQ.:

- THE WORK SHALL CONSIST OF PROVIDING ALL NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS, AND SUPERVISION REQUIRED FOR THE COMPLETION AS SHOWN ON THE DRAWING.
- ALL PLANT MATERIALS SHALL CONFORM TO THE TYPE STATED ON THE PLANT LIST. SIZES SHALL BE THE MINIMUM STATED ON THE PLANT LIST OR LARGER. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE N.A.S. STANDARDS FOR GRADE NO. 1 NURSERY STOCK AND NORTHERN NURSERY GROWN.
- ALL TREE LOCATIONS SHALL BE STATED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER, TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE-LEADER TREES TO HAVE THIN, BRANCHED CROWNS. TREES SHALL NOT BE ACCEPTED.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LATEST FIRE GROWING SEASONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT GRADES AND SPACING. THE PLANTS SHALL BE ORIENTED AS TO GIVE THE BEST APPEARANCE.
- WHEN THE PLANT HAS BEEN PROPERLY SET, THE PIT SHALL BE BACKFILLED WITH A TOPSOIL AND WATER SOLUBLE GRADUALLY FILLING PATTERNS AND SETTLING WITH WATER.
- ALL PLANT MATERIALS SHALL BE PRUNED AND NURSERIES REPAIRED. DEAD OR INJURED TREES SHALL BE REMOVED. THE LOSS OF ROOTS FROM TRANSPORTING CUTS SHOULD BE FLUSH LEAVING.
- THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS. ALL PLANT MATERIALS SHALL HAVE A MINIMUM OF ONE (1) YEAR GUARANTEE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF DEAD OR INJURED TREES. AT THAT TIME THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF DEAD OR INJURED TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF DEAD OR INJURED TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF DEAD OR INJURED TREES.
- TOPSOIL SHALL BE FRAGILE, FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A PHOSPHORUS FROM 0.5 TO 7.5 SOL. SHALL BE FREE FROM CLAY LUMPS, COARSE SAND, PLANT ROOTS, STICKS AND OTHER FOREIGN MATERIALS.
- NO MACHINERY IS TO BE USED WITHIN THE DRAINAGE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN DRAINAGE OF EXISTING TREES.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AROUND ALL BUILDINGS, WALLS AND PAVED AREAS.
- ALL PLANTING BEDS SHALL RECEIVE 4" SHREDDED BARK MULCH PER SPECIFICATION.
- SOIL SEED LAWN AREAS. ALL LAWN AREAS BETWEEN CURBS AND BUILDINGS OR BETWEEN BUILDINGS, CURBS, SOL TO 4" DEEP BEFORE TOPSOIL PLACEMENT.
- SOIL SHALL BE TWO YEAR OLD "BARONCHERDALE" KENTUCKY BLUE GRASS GROWN IN A SOIL NURSERY ON LOAM SOIL.

## PLANT MIX

ALL PLANTING PERENNIAL BEDS TO RECEIVE:

- 1-6 CU FT. QTY. OF COMPOST
- 1-40 LB BAG DRAINAGE
- 1-1 LB BAG SHIMING 15-15-15 MULTI PURPOSE FERTILIZER

PER 100 SQ FT BED AREA, HAND TELL INTO SOIL TO A DEPTH OF 12" MINIMUM

## MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK

NO GROUND WOOD PALLET MULCH PERMITTED

## TOPSOIL

CONTRACTOR TO TELL OR DISK SUBGRADE TO 4" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

## PLANT KEY

- TREE SYMBOL
- TREE TYPE KEY - SEE PLANT LIST SHEET LP-2
- QUANTITY - NOVI PLANTING DETAILS SEE SHEET LP-2

## IRRIGATION

ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH A FULLY AUTOMATIC IRRIGATION SYSTEM



NOT TO BE USED AS CONSTRUCTION DRAWING

deakplanningdesign.com

MICHIGAN CAT STORAGE  
24800 Novi Road, Novi, Michigan

sheet:



project sponsor:

MacAllister Machinery Co., Inc.  
6300 Southeastern Ave.  
Indianapolis, IN 46203  
317.545.2151

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revisions:

| SITE PLAN APPROVAL | 05/06/21 |
|--------------------|----------|
| RVS/D PER CMNTS    | 05/21/21 |
| RVS/D PER CMNTS    | 08/18/21 |
| RVS/D PER CMNTS    | 03/30/22 |

sheet title:

SITE LANDSCAPE PLAN

project no.

162109

sheet no.

LP-1

[illegible]

| Swine Sled Mix                      |                        |               |
|-------------------------------------|------------------------|---------------|
| Botanical Name                      | Common Name            | Dunes/Acre    |
| <b>Permanent Grasses/Vegetation</b> |                        |               |
| <i>Andropogon scoparius</i>         | Blue Bluestem          | 12.00         |
| <i>Carex comosa</i>                 | Blindly Sedge          | 2.00          |
| <i>Carex lasiocarpa</i>             | Cowslip Sedge          | 2.00          |
| <i>Carex lurida</i>                 | Butcherbush Sedge      | 2.00          |
| <i>Carex stricta</i>                | Prairie Sedge          | 2.00          |
| <i>Carex stricta</i>                | Stower Fox Sedge       | 2.00          |
| <i>Elymus virginicus</i>            | Virginia Wild Rye      | 8.00          |
| <i>Glyceria alba</i>                | Fox Manna Grass        | 1.00          |
| <i>Scirpus americanus</i>           | Common Nuttall         | 1.00          |
| <i>Scirpus atrovirens</i>           | Dark Green Rush        | 2.00          |
| <i>Scirpus cespitosus</i>           | Wood Grass             | 2.00          |
| <i>Scirpus eriopodus</i>            | Prairie Cord Grass     | 2.00          |
|                                     | <b>Total</b>           | <b>46.00</b>  |
| <b>Temporary Cover:</b>             |                        |               |
| <i>Avena sativa</i>                 | Common oat             | 369.00        |
| <i>Lolium multiflorum</i>           | Annual Ryegrass        | 40.00         |
|                                     | <b>Total</b>           | <b>409.00</b> |
| <b>Forbs:</b>                       |                        |               |
| <i>Alfalfa</i> ssp.                 | Wheat Plantain         | 1.00          |
| <i>Asclepias incarnata</i>          | Swamp Milkweed         | 2.00          |
| <i>Asclepias tuberosa</i>           | Orange Milkweed        | 0.50          |
| <i>Centaurea jacea</i>              | Tail Centaurea         | 1.00          |
| <i>Elaeagnus maculatum</i>          | Spotted Green Eye-Peed | 4.00          |
| <i>Eragrostis canadensis</i>        | Wild Oats              | 0.20          |
| <i>Lactuca scariola</i>             | Marsh Blazing Star     | 0.20          |
| <i>Lolium canadense</i>             | Cornfield Foxtail      | 0.20          |
| <i>Lythrum hyssopifolius</i>        | Cord Blue Lobelia      | 1.00          |
| <i>Scirpus americanus</i>           | Common Nuttall         | 1.00          |
| <i>Scirpus atrovirens</i>           | Common Arrowweed       | 0.70          |
| <i>Scirpus eriopodus</i>            | Dark Green Rush        | 0.20          |
| <i>Veronica hastata</i>             | Blue Verain            | 1.00          |
| <i>Zizia aurea</i>                  | Golden Alexander       | 0.20          |
|                                     | <b>Total</b>           | <b>9.40</b>   |

[illegible]

During the first growing season, native areas should be mowed a minimum of four times to a height of about 4" when the growth reaches 10"-12". Selective herbicide applications or hand pulling may be needed to control unwanted weed populations. If a mower cannot be set high enough, a string trimmer may be used.

During the second growing season, native areas should be mowed a minimum of two times to a height of about 6" when the growth reaches 10"-18". Selective herbicide applications or hand pulling may be needed to control unwanted weed populations.

By the second growing season it should be apparent if some areas need reseeding. Reseed or overseed as needed to provide for full coverage.

Long term management may include prescribed burning, mowing, hand pulling, and selective herbicide applications. If burning is not allowed or feasible, the planting may be moved about a short height and the clippings removed in the spring before ground nesting birds begin nesting.

1. The seed mixes shall be applied at the specified rate of for each mix.
2. Must be installed to manufacturer specification and requirements.
3. The planting mix for the rain garden shall be 70% sharp sand and 30% compost.

Manufacturer: JF New, Inc.  
126 Sunset Drive  
Walkerton, IN 46574  
631.499.7117

[illegible]

| QUAN. | KEY                             | COMMON BOTANICAL NAME              | SIZE  | SPEC. | UNIT     | TOTAL             |
|-------|---------------------------------|------------------------------------|-------|-------|----------|-------------------|
| 38    | JK                              | Keller Juniper<br><i>x. Keldii</i> | 6' H. | B&B   | \$ 80.00 | \$ 1,900.00       |
| 5     | SHREDDED HARD BARK MULCH (C.Y.) |                                    |       |       |          | \$ 35.00 = 175.00 |
|       |                                 |                                    |       |       | TOTAL:   | \$ 2,075.00       |

| PLANT LIST - Buffer |                                 |                                                             |           |       |           |                   |
|---------------------|---------------------------------|-------------------------------------------------------------|-----------|-------|-----------|-------------------|
| QUAN.               | KEY                             | COMMON/BOTANICAL NAME                                       | SIZE      | SPEC. | UNIT      | TOTAL             |
| 25                  | AC(B)                           | Concolor Fir<br><i>Abies concolor</i>                       | 8'-10' H. | B&B   | \$ 375.00 | \$ 9,375.00       |
| 15                  | PD(B)                           | Black Hills Spruce<br><i>Picea x. P.mariesii</i>            | 8'-10' H. | B&B   | \$ 375.00 | \$ 5,625.00       |
| 15                  | PG(B)                           | White Spruce<br><i>Picea glauca</i>                         | 8'-10' H. | B&B   | \$ 375.00 | \$ 5,625.00       |
| 24                  | PM(B)                           | Douglas Fir<br><i>Pseudotsuga menziesii</i>                 | 8'-10' H. | B&B   | \$ 375.00 | \$ 9,000.00       |
| 22                  | TG(B)                           | Green Giant Arborvitae<br><i>Thuja standishii x. pilula</i> | 6' H.     | B&B   | \$ 250.00 | \$ 5,500.00       |
| 10                  | SHREDDED HARD BARK MULCH (C.Y.) |                                                             |           |       |           | \$ 35.00 = 630.00 |
|                     |                                 |                                                             |           |       | TOTAL:    | \$ 35,765.00      |

| QUAN. | KEY                        | COMMON BOTANICAL NAME                            | SIZE          | SPEC. | UNIT      | TOTAL              |           |
|-------|----------------------------|--------------------------------------------------|---------------|-------|-----------|--------------------|-----------|
| 21    | AM                         | Inkles Beauty Chokabey<br><i>Ardisia cuneata</i> | 36" H.        | Cont. | \$ 50.00  | \$ 1,050.00        |           |
| 24    | CB                         | Red Cedar Dogwood<br><i>Coronilla varia</i>      | 36" H.        | Cont. | \$ 50.00  | \$ 1,200.00        |           |
| 15    | VT                         | Balley Compact Viburnum<br><i>Viburnum xblum</i> | 36" H.        | Cont. | \$ 50.00  | \$ 750.00          |           |
| 16.4  | 88M                        | Swiss Seed Mix                                   | 32.2 lbs/ton. | LBS.  | \$ 300.00 | \$ 4,920.00        |           |
| 8     | SHREDDED BARK MULCH (C.Y.) |                                                  |               |       |           | \$ 35.00           | \$ 280.00 |
|       |                            |                                                  |               |       |           | TOTAL: \$ 8,200.00 |           |

| QUAN. | KEY                             | COMMON/BOTANICAL NAME                               | SIZE    | SPEC. | UNIT      | TOTAL       |
|-------|---------------------------------|-----------------------------------------------------|---------|-------|-----------|-------------|
| 3     | UP                              | Princeton Elm<br><i>Ulmus americana 'Princeton'</i> | 3" Cal. | B&B   | \$ 400.00 | \$ 1,200.00 |
| 4     | M8                              | Sugar Tyme Crabapple<br><i>Malus 'SugarTyme'</i>    | 2" Cal. | B&B   | \$ 250.00 | \$ 1,000.00 |
| 1.5   | SHREDDED HARD BARK MULCH (C.Y.) |                                                     |         |       | \$ 36.00  | \$ 52.50    |
|       |                                 |                                                     |         |       | TOTAL:    | \$ 2,200.00 |
| 1,200 | SEEDED LAWN (S.Y.)              |                                                     |         |       | \$ 3.00   | \$ 3,780.00 |

**NOTE:**

1. CONTRACTOR TO VERIFY ALL PLANT QUANTITIES ON PLANS.
2. ANY PLANT SUBSTITUTIONS MUST BE APPROVED BY THE CITY IN WRITING PRIOR TO INSTALLATION.
3. PLANT SPECIES SELECTIONS PROVIDED TO MEET CITY REQUIREMENTS.
4. DO NOT USE DWARF SPECIES OF CORNUS SERICEA.

NOT TO BE USED AS CONSTRUCTION DRAWING



**MICHIGAN CAT STORAGE**  
24800 Novi Road, Novi, Michigan

Copyright 2022 Deak Planning + Design, LLC.

|                    |          |
|--------------------|----------|
| SITE PLAN APPROVAL | 05/06/21 |
| RVSD PER CMNTS     | 05/21/21 |
| RVSD PER CMNTS     | 08/18/21 |
| RVSD PER CMNTS     | 03/30/22 |

LANDSCAPE  
DETAILS

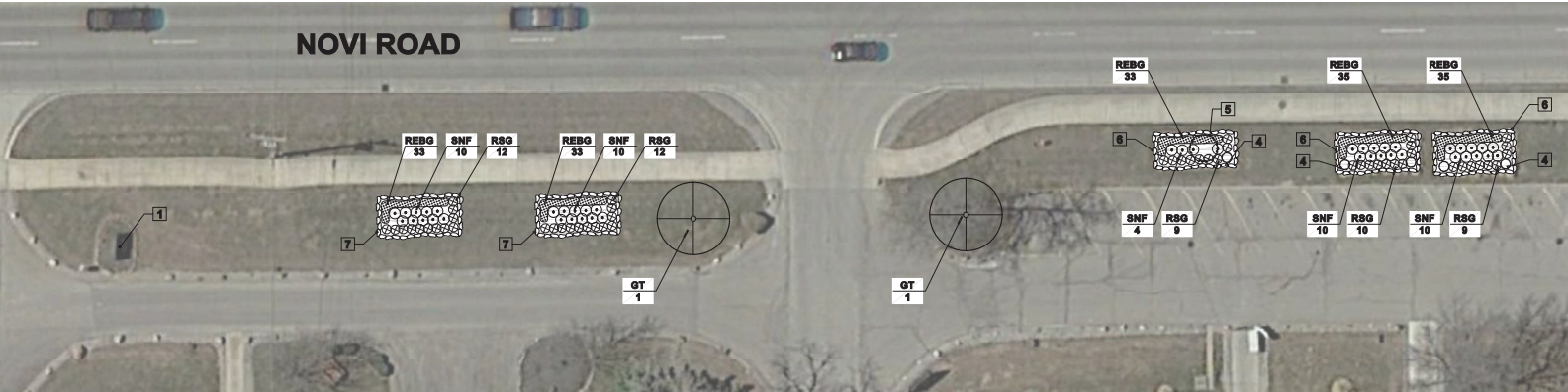
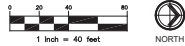
LP-2

LP-2



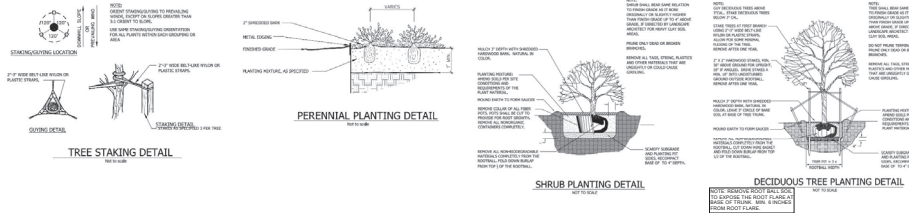
FRONTAGE KEY MAP

SCALE: 1" = 40'



1 LP3 PLANTING PLAN DETAIL  
SCALE 1/16" = 1'-0"

NOVI PLANTING DETAILS



NOTE KEY:

- 1 EXISTING SIGN
- 2 EXISTING FLAG POLE
- 3 EXISTING TREE TO REMAIN
- 4 EXISTING ORN. GRASS TO REMAIN
- 5 EXISTING ORN. TREE TO REMAIN
- 6 EXISTING BOLLERS TO REMAIN
- 7 PROPOSED BOLLERS TO MATCH EXISTING
- 8 SHOVEL CUT BED EDGE
- 9 PROPOSED MOTOR CITY MARKER SIGN
- 10 EXISTING BRICK PAVERS TO REMAIN
- 11 BENCH - 16" BENCH/48" 4" BACKED BENCH - STRAPPED SURFACE MOUNT TREE MANUFACTURER
- 12 COLOR - BUTTERFLY W/ OWNER APPROVAL
- 13 LANDSCAPE FORMS 800-69-2846
- 14 WWW.LANDSCAPEFORMS.COM

GENERAL PLANTING REQ.:

- 1 THE WORK SHALL CONSIST OF PROVIDING ALL NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS, AND SUPERVISION REQUIRED FOR THE COMPLETION AS SHOWN ON THE DRAWING.
- 2 ALL PLANT MATERIALS SHALL CONFORM TO THE TYPE STATED ON THE PLANT LIST. SPEC SHALL BE THE MINIMUM STATED ON THE PLANT LIST OR LARGER. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NURSERY STANDARDS FOR GRADE NO. 1 NURSERY STOCK AND NORTHERN NURSERY GROWN.
- 3 ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT.
- 4 ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER, TREES WITH FORKED OR IRREGULAR TRUNKS **WILL NOT BE ACCEPTED**. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- 5 ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDE TREES OR THOSE WITH THIN OR SPINDLY CROWNS SHALL **NOT BE ACCEPTED**.
- 6 ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SPREAD FOR THE FIRST TWO GROWING SEASONS.
- 7 THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT GRADES AND SPACING. THE PLANTS SHALL BE ORIENTED AS TO GIVE THE BEST APPEARANCE.
- 8 WHEN THE PLANT HAS BEEN PROPERLY SET, THE PIT SHALL BE BACKFILLED WITH A TOPSOIL AND NATIVE SOIL MIXTURE, GRADUALLY FILLING, PATTING AND SETTLING WITH WATER.
- 9 ALL PLANT MATERIALS SHALL BE PRUNED AND INJURED REPAIRED. THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE REMOVAL OF DEAD OR INJURED TWIGS AND TO COMPENSATE FOR THE LOSS OF ROOTS FROM TRANSPORTING. CUTS SHOULD BE FLUSH, LEAVING NO FLAR.
- 10 THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS. ALL PLANT MATERIALS SHALL HAVE A MINIMUM OF ONE (1) YEAR GUARANTEE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PLANT MATERIALS THAT DO NOT SURVIVE. AT THAT TIME THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT FOR A FINAL INSPECTION. PLANT MATERIAL WITH 25% DIE BACK, AS DETERMINED BY THE OWNER'S REPRESENTATIVE SHALL BE REPLACED. THESE GUARANTEES INCLUDE THE FURNISHING OF NEW PLANTS, LABOR AND MATERIALS. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
- 11 TOPSOIL SHALL BE FERTILE, FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A PH RANGE FROM 6.5 TO 7.5. SOIL SHALL BE FREE FROM CLAY LUMPS, COARSE SAND, PLANT ROOTS, STONES AND OTHER FOREIGN MATERIALS.
- 12 NO MACHINERY IS TO BE USED WITHIN THE DRAIN LINE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN DRAIN LINE OF EXISTING TREES.
- 13 IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS, WALLS AND PAVED AREAS.
- 14 ALL PLANTING BEDS SHALL RECEIVE 4" SHREDDED BARK MULCH SEE SPECIFICATIONS.
- 15 800 SEED LAWN AREAS - ALL LAWN AREAS BETWEEN CURBS AND BUILDINGS OR BETWEEN BUILDINGS, DISK SOIL TO 4" DEEP BEFORE TOPSOIL PLACEMENT.
- 16 800 SHALL BE TWO YEAR OLD "KENTUCKY BLUEGRASS" KENTUCKY BLUE GRASS GROWN IN A 800 NURSERY ON LOAM SOIL.

PLANT MIX

ALL PLANTING/ PERENNIAL BEDS TO RECEIVE:

- 1 - 6 CU FT. CITY OF COMPOST
- 1 - 40 LB BAG DRAINAGE
- 1 - 1 LB BAG DRAINAGE 12-12-12 MULTI PURPOSE FERTILIZER

PER 100 SQ FT BED AREA

HAND TILL INTO SOIL TO A DEPTH OF 12" MINIMUM

MULCH

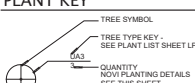
MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH

NO GROUND WOOD PALETTE MULCH PERMITTED

TOPSOIL

CONTRACTOR TO TILL OR DISK SUBGRADE TO 4" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL. IN ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR

PLANT KEY



FRONTAGE DETAIL

project sponsor:  
MacAllister Machinery Co., Inc.  
6300 Southeastern Ave.  
Indianapolis, IN 46203  
317.545.2151

project no.  
162109

sheet no.  
LP-3



## 2 PLANTING PLAN DETAIL

LP3 SCALE 1/16" = 1'-0"



## 1 HISTORY SIGN CONCEPT

SCALE 1" = 1'-0"

### PLANT LIST - Novi Road Frontage

| QUAN. | KEY  | COMMON/BOTANICAL NAME                                                         | SIZE    | SPEC. | UNIT      | TOTAL              |
|-------|------|-------------------------------------------------------------------------------|---------|-------|-----------|--------------------|
| 2     | QT   | Skyline Thornless Honeylocust<br><i>Gleditsia x Skyline</i>                   | 3" cal. | B&B   | \$ 400.00 | \$ 800.00          |
| 88    | SNF  | Neon Flash Spirea<br><i>Spiraea x Neon Flash</i>                              | 3 Gal.  | Cont. | \$ 60.00  | \$ 5,280.00        |
| 64    | RSQ  | Red Switch Grass<br><i>Panicum x Red Switch</i>                               | 2 Gal.  | Cont. | \$ 10.00  | \$ 640.00          |
| 25    | PAV  | Early Blooming Blk. Flowered Pin. Grass<br><i>Pennisetum x Early Blooming</i> | 2 Gal.  | Cont. | \$ 10.00  | \$ 250.00          |
| 88    | HHR  | Happy Returns Daylily<br><i>Daylily x Happy Returns</i>                       | 1 Gal.  | Cont. | \$ 15.00  | \$ 1,320.00        |
| 208   | REBG | Early Bird Gold Oenothera Coniflower<br><i>Oenothera x Early Bird Gold</i>    | 1 Gal.  | Cont. | \$ 10.00  | \$ 2,080.00        |
|       |      | SHREDDED HARD BARK MULCH (G.Y.)                                               |         |       | \$ 35.00  | \$ 315.00          |
|       |      |                                                                               |         |       |           | TOTAL: \$ 8,885.00 |

NOTE:  
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3. PLANT SPECIES SELECTIONS PROVIDED TO MEET CITY REQUIREMENTS.  
4. DO NOT USE DWARF SPECIES OF CORNUS SERICEA.

### BENCH



LANDSCAPE FORMS - SCARBOROUGH BENCH

### NOTE KEY:

- EXISTING SIGN
- EXISTING FLAG POLE
- EXISTING TREE TO REMAIN
- EXISTING ORN. GRASS TO REMAIN
- EXISTING ORN. TREE TO REMAIN
- EXISTING BOLLARDS TO REMAIN
- PROPOSED BOLLARDS TO MATCH EXISTING
- SHOVEL CUT RED EDGE
- PROPOSED MOTOR CITY MARKER SIGN
- EXISTING BRICK PAVERS TO REMAIN
- BENCH - "SCARBOROUGH 48" BACKED BENCH - STRAPPED SURFACE MOUNT TREE MANUFACTURER
- COLOR - BUTTE RUST W/ OWNER APPROVAL
- LANDSCAPE FORMS 80-09-246
- WWW.LANDSCAPEFORMS.COM

### GENERAL PLANTING REQ.:

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- THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS. ALL PLANT MATERIALS SHALL HAVE A MINIMUM OF ONE (1) CALIBER TO 2 1/2" AND 20% POST-EMERGENT HERBICIDE APPLIED. AT THAT TIME THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT FOR A FINAL INSPECTION. PLANT MATERIAL WITH 20% DIE BACK, AS DETERMINED BY THE OWNER'S REPRESENTATIVE SHALL BE REPLACED. THIS GUARANTEE INCLUDES THE FURNISHING OF NEW PLANTS, LABOR AND MATERIALS. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
- TOPSOIL SHALL BE FRABLE, FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A PH RANGE FROM 6.5 TO 7.5. SOIL SHALL BE FREE FROM CLAY LUMPS, COARSE SAND, PLANT ROOTS, STONKS AND OTHER FOREIGN MATERIALS.
- NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN DRIP LINE OF EXISTING TREES.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS, WALKS AND PAVED AREAS.
- ALL PLANTING BEDS SHALL RECEIVE 4" SHREDDED BARK MULCH SEE SPECIFICATIONS.
- 800 SEED LAWN AREAS: ALL LAWN AREAS BETWEEN CURBS AND BUILDINGS OR BETWEEN BUILDINGS, DISK SOIL TO 4" DEEP BEFORE TOPSOIL PLACEMENT.
- 800 SHALL BE TWO YEAR OLD "KENTUCKY BLUEGRASS" KENTUCKY BLUE GRASS GROWN IN A 800 NURSERY ON LOAM SOIL.

### PLANT MIX

#### ALL PLANTING PERENNIAL BEDS TO RECEIVE:

- 4 CUFT CITY OF COMPOST
- 1-40 LB BAG ORGANIC
- 1-1 LB MAGNETIC 10-10-10 MULTI PURPOSE FERTILIZER

#### PER 100 SQ FT BED AREA:

#### MULCH

#### MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH

#### NO GROUND WOOD PALETTE MULCH PERMITTED

#### TOPSOIL

CONTRACTOR TO TILL OR DISK SUBGRADE TO 4" DEPTH AND INSTALL 4" COMPACTED DEPTH TOPSOIL. AT ALL LAWN AREAS - TOPSOIL SHALL BE PROVIDED BY CONTRACTOR.

### PLANT KEY

- TREE SYMBOL
- TREE TYPE KEY - SEE PLANT LIST THIS SHEET
- QUANTITY - NOVUS PLANTING DETAILS SEE LP-3 SHEET



NOT TO BE USED AS CONSTRUCTION DRAWING



143 cadycenre #79  
northville, mi 48167

deakplanningdesign.com

MICHIGAN CAT STORAGE  
24800 Novi Road, Novi, Michigan

seal:



project sponsor:

MacAllister Machinery Co., Inc.  
6300 Southeastern Ave.  
Indianapolis, IN 46203  
317.545.2151

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revisions:

| SITE PLAN APPROVAL | 05/06/21 |
|--------------------|----------|
| RVSD PER CMNTS     | 05/21/21 |
| RVSD PER CMNTS     | 08/18/21 |
| RVSD PER CMNTS     | 09/16/21 |
| RVSD PER CMNTS     | 09/30/22 |

sheet title:

FRONTAGE  
DETAIL

project no.

162109

sheet no.

LP-4



**MICHIGAN CAT STORAGE**  
24800 Novi Road, Novi, Michigan

project sponsor:

MacAllister Machinery Co., Inc.  
6300 Southeastern Ave.  
Indianapolis, IN 46203  
317.545.2151

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Revisions:

|                    |          |
|--------------------|----------|
| SITE PLAN APPROVAL | 05/08/21 |
| RVSD PER CMNTS     | 05/21/21 |
| RVSD PER CMNTS     | 08/18/21 |
| RVSD PER CMNTS     | 03/30/22 |

sheet title:

WOODLAND  
IMPACT PLAN

project no.

162109

sheet no. \_\_\_\_\_

WP-1



Total Trees Surveyed: 78 Trees  
Total Trees Preserved: 4 Trees

|                                       |          |
|---------------------------------------|----------|
| <u>WOODLAND IMPACT</u>                |          |
| Trees Removed:                        |          |
| Dead Trees Removed:                   | 2 Trees  |
| Very Poor Cond. Trees Removed:        | 6 Trees  |
| Trees Req. Replc. Removed:            |          |
| Multi Stem Trees Req. Replc. Removed: | 44 Trees |
|                                       | 22 Trees |

### WOODLAND REPLACEMENT

Replacement Trees:

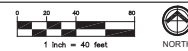
|                                                   |            |
|---------------------------------------------------|------------|
| Trees 8"-10.9": <b>4 Trees</b> x 1 Credit =       | 4 Credits  |
| Trees 11"-19.9": <b>27 Trees</b> x 2 Credit =     | 54 Credits |
| Trees 20"-29.9": <b>9 Trees</b> x 3 Credit =      | 27 Credits |
| Trees 30" or Greater: <b>4 Trees</b> x 4 Credit = | 16 Credits |

Trees Multi Stem Req. Credits: 94 Credits

**TOTAL CREDITS REQUIRED:** 195 Credits

**PROP. REPLC. CREDITS:** *(Paid to City Tree Fund)*

**SCALE: 1" = 40'**





PLANNING + DESIGN

143 cadycentre #79  
northville, mi 48167

deakplanningdesign.com

MICHIGAN CAT STORAGE  
24800 Novi Road, Novi, Michigan

seal:



project sponsor:

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revisions:

|                    |          |
|--------------------|----------|
| SITE PLAN APPROVAL | 05/06/21 |
| RVSD PER CMNTS     | 05/21/21 |
| RVSD PER CMNTS     | 08/18/21 |
| RVSD PER CMNTS     | 03/30/22 |

sheet title:

TREE INVENTORY

project no.

162109

sheet no.

TL-1

| Tag No. | DBH (in.)   | Common Name  | Botanical Name        | Condition | Remove | Multi Stem<br>Rteplac.<br>Credits | Replacement<br>Credits |
|---------|-------------|--------------|-----------------------|-----------|--------|-----------------------------------|------------------------|
| 233     | 18,16       | Cottonwood   | Populus deltoides     | Good      | R      | 4                                 |                        |
| 234     | 18,13,10    | Honeylocust  | Gleditsia triacanthos | Good      | R      | 5                                 |                        |
| 235     | 16,8        | Cottonwood   | Populus deltoides     | Good      | R      | 3                                 |                        |
| 236     | 16,12,16    | Siberian Elm | Ulmus pumila          | Good      | R      | 6                                 |                        |
| 237     | 15,16       | Cottonwood   | Populus deltoides     | Good      | R      | 4                                 |                        |
| 238     | 14,8        | Cottonwood   | Populus deltoides     | Good      | R      | 3                                 |                        |
| 239     | 14,17       | Cottonwood   | Populus deltoides     | Good      | R      | 4                                 |                        |
| 240     | 14,14       | Cottonwood   | Populus deltoides     | Good      | R      | 4                                 |                        |
| 241     | 13,11       | Honeylocust  | Gleditsia triacanthos | Good      | R      | 4                                 |                        |
| 242     | 12,9        | Boxelder     | Acer negundo          | Good      | R      | 3                                 |                        |
| 243     | 12,19,15,15 | Boxelder     | Acer negundo          | Good      | R      | 8                                 |                        |
| 244     | 12,14       | Boxelder     | Acer negundo          | Good      | R      | 4                                 |                        |
| 245     | 12,14       | Cottonwood   | Populus deltoides     | Good      | R      | 4                                 |                        |
| 246     | 10,9        | Boxelder     | Acer negundo          | Poor      | R      | 0                                 |                        |
| 247     | 10,8        | Boxelder     | Acer negundo          | Good      | R      | 2                                 |                        |
| 248     | 10,8        | Boxelder     | Acer negundo          | Good      | R      | 2                                 |                        |
| 249     | 10,17       | Boxelder     | Acer negundo          | Good      | R      | 3                                 |                        |
| 250     | 10,10       | Cottonwood   | Populus deltoides     | Good      | R      | 2                                 |                        |
| 251     | 40          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 4                      |
| 252     | 38          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 4                      |
| 253     | 36          | Cottonwood   | Populus deltoides     | Fair      | R      |                                   | 4                      |
| 254     | 33          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 4                      |
| 255     | 28          | Honeylocust  | Gleditsia triacanthos | Good      | R      |                                   | 3                      |
| 256     | 24          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 3                      |
| 257     | 24          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 3                      |
| 258     | 22          | Cottonwood   | Populus deltoides     | Dead      | R      |                                   | 0                      |
| 259     | 22          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 3                      |
| 260     | 22          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 3                      |
| 276     | 21          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 3                      |
| 292     | 20,14       | Cottonwood   | Populus deltoides     | Good      | R      | 5                                 |                        |
| 465     | 21          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 3                      |
| 466     | 20          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 3                      |
| 467     | 20          | Siberian Elm | Ulmus pumila          | Good      | R      |                                   | 3                      |
| 468     | 19          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 469     | 18          | Cottonwood   | Populus deltoides     | Dead      | R      |                                   | 2                      |
| 470     | 18          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 471     | 18          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 472     | 18          | Boxelder     | Acer negundo          | Good      | R      |                                   | 2                      |
| 473     | 18          | Siberian Elm | Ulmus pumila          | Good      |        |                                   |                        |
| 474     | 18          | Cottonwood   | Populus deltoides     | Poor      | R      |                                   | 0                      |
| 475     | 15          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 476     | 15          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 477     | 15          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 478     | 15          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 479     | 15          | Boxelder     | Acer negundo          | Good      | R      |                                   | 2                      |
| 480     | 15          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 481     | 15          | Siberian Elm | Ulmus pumila          | Good      | R      |                                   | 2                      |
| 482     | 14          | Cottonwood   | Populus deltoides     | Fair      | R      |                                   | 2                      |
| 483     | 14          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 484     | 14          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 485     | 14          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 486     | 14          | Siberian Elm | Ulmus pumila          | Good      |        |                                   |                        |
| 487     | 14          | Cottonwood   | Populus deltoides     | Poor      | R      |                                   | 0                      |
| 488     | 13          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 489     | 13          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 490     | 13          | Siberian Elm | Ulmus pumila          | Good      | R      |                                   | 2                      |
| 585     | 12          | Siberian Elm | Ulmus pumila          | Good      |        |                                   |                        |
| 586     | 12          | Siberian Elm | Ulmus pumila          | Poor      |        |                                   |                        |
| 587     | 12          | Boxelder     | Acer negundo          | Good      | R      |                                   | 2                      |
| 588     | 12          | Boxelder     | Acer negundo          | Good      | R      |                                   | 2                      |
| 589     | 12          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 590     | 12          | Boxelder     | Acer negundo          | Good      | R      |                                   | 2                      |
| 591     | 12          | Siberian Elm | Ulmus pumila          | Good      | R      |                                   | 2                      |
| 592     | 12          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 593     | 11          | Boxelder     | Acer negundo          | Good      | R      |                                   | 2                      |
| 594     | 11          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 595     | 11          | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 2                      |
| 596     | 11          | Cottonwood   | Populus deltoides     | Poor      | R      |                                   | 0                      |
| 597     | 10          | Boxelder     | Acer negundo          | Good      | R      |                                   | 1                      |
| 598     | 10          | Boxelder     | Acer negundo          | Good      | R      |                                   | 1                      |
| 599     | 9           | Cottonwood   | Populus deltoides     | Good      | R      |                                   | 1                      |
| 600     | 8           | Cottonwood   | Populus deltoides     | Fair      | R      |                                   | 1                      |
| 601     | 8           | Cottonwood   | Populus deltoides     | Poor      | R      |                                   | 0                      |
| 602     | 8,23        | Cottonwood   | Populus deltoides     | Good      | R      | 4                                 |                        |
| 603     | 8,10        | Cottonwood   | Populus deltoides     | Poor      | R      | 0                                 |                        |
| 604     | 21,24       | Boxelder     | Acer negundo          | Good      | R      | 6                                 |                        |
| 605     | 21,10       | Cottonwood   | Populus deltoides     | Good      | R      | 4                                 |                        |
| 606     | 20,20,17,12 | Cottonwood   | Populus deltoides     | Good      | R      | 10                                |                        |



NOT TO BE USED AS CONSTRUCTION DRAWING

**EXCERPT FROM AUGUST 8, 2022  
CITY COUNCIL MEETING MINUTES**

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**Motion 2-B  
CM 22-08-101**

**Moved by Staudt, seconded by Fischer; MOTION CARRIED: 6-0**

**PART 2: Approval of the First Addendum to the Sakura Novi PRO Agreement, JZ19-31, to acknowledge the new numbering of condominium has changed from 3 to 5 units and incorporating the revised condominium unit plan. This motion is made because the change does not materially affect the PRO Agreement, and is subject to final review and approval as to form, including any minor changes required, by the City Manager and City Attorney's office.**

**Roll call vote on CM 22-08-101**

**Yeas: Gatt, Staudt, Casey, Crawford, Fischer,  
Smith**

**Nays: None**

**Absent: Thomas**

- 3. Consideration of tentative approval of the request of Granger Construction, LLC, for Michigan CAT Catherine Drive Access Parcel, JZ21-22, with Zoning Map Amendment 18.734, to rezone property from Light Industrial (I-1) to General Industrial (I-2), subject to a Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan. The property is located east of Novi Road and north of Catherine Industrial Drive in Section 23, and totals approximately 5.29 acres. The applicant is proposing to use the site for outdoor storage of construction equipment related to Michigan CAT's shore and pump operation.**

Steve Deak, landscape architect from Deak Planning Design said Rich Pottersnap of MacAllister Michigan CAT was unable to be there that evening, he was there to answer any questions that may come up.

Mayor Pro Tem Staudt commented that Michigan CAT has been an outstanding business resident of the city of Novi for a long time and he thought we had some discussion about large pieces of equipment a few years ago or within the last year. He thought that has been resolved. He said this is a three-part motion. He wondered if he had to read all of the motion. City Attorney Schultz replied he had to read the first paragraph and then you can incorporate A through C individually as motions.

**CM 22-08-102**

**Moved by Staudt, seconded by Casey; MOTION CARRIED: 6-0**

**Tentative indication that Council may approve the request of Granger Construction, LLC, for Michigan CAT Catherine Drive Access Parcel, JZ21-22, with Zoning Map Amendment 18.734, to rezone property from Light Industrial (I-1) to General Industrial (I-2), subject to a Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan to be updated to reflect the applicant's proposed changes as reviewed by the Planning Commission on July 13, 2022, based on the following findings, City**

Council deviations and considerations, with the direction that the applicant work with the City Attorney's Office to prepare the required PRO Agreement, and return to the City Council for Final Approval:

**Part A:**

The PRO Agreement shall contain the following Ordinance deviations, for which the City Council makes the finding, for the reasons stated, that each Zoning Ordinance provision sought to be deviated would, if the deviation were not granted, prohibit an enhancement of the development that would be in the public interest, and that approving the deviation would be consistent with the Master Plan and compatible with surrounding areas:

1. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for asphalt millings as a parking lot material in lieu of pavement, *which is justified because the proposed millings are an extension of the existing storage yard and are a material that is preferable for storage yards;*
2. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for a lack of curbs, *which is justified due to the site having adequate sheet drainage during rainfall events that will be adequately filtered by a vegetative swale located on the north side of the storage area;*
3. Design and Construction Manual Deviation from Section 11-239 of the Code of Ordinances for the lack of parking lot striping, *which is justified due to the lot being used exclusively for storage of construction equipment;*
4. Landscape Deviation from Section 5.5.3.B.ii of the Zoning Ordinance for the use of an evergreen shrub wall in lieu of required canopy greenbelt trees and berm, *which is justified because the proposed shrub wall provides more adequate screening of the construction equipment;*
5. Landscape Deviation from Section 4 of the Landscape Design Manual for the lack of meeting the required tree diversity standards, *which is justified due to the heavy use of evergreens to provide the necessary screening for the project and the lack of suitable evergreen species available for use in Michigan.*

**Part B: The following conditions shall be requirements of the Planned Rezoning Overlay Agreement:**

1. **Acceptance of applicant's offer of public benefits as proposed:**
  - a. Developer offers a 20 foot wide access aisle easement across the length of the proposed site as shown on the concept plan to allow for proper emergency access to the Michigan CAT site. This area shall be kept clear of equipment and signage shall be provided near the existing gate located on the site.
  - b. Developer offers to install a Motor City Historical Marker commemorating Michigan CAT's history within the City of Novi as shown on the concept plan, and shall be reviewed in detail with the Preliminary Site Plan Review for consistency with other historical marker signage and verbiage.
  - c. Developer offers to install a pedestrian plaza with a bench and six foot clear path access from the Novi Road sidewalk as shown on the concept plan.
  - d. Developer offers to install a decorative breakaway emergency access gate near Catherine Industrial Drive as shown on the concept plan.
2. Developer shall develop the Land in accordance with all applicable laws, ordinances, and regulations, including all applicable setback requirements of the Zoning Ordinance under the Proposed Classification, except as expressly authorized herein, and all storm water and soil erosion requirements and measures throughout the site during the design and construction phases of the Development, and during the subsequent use of the Land as contemplated in this Agreement:

*The use of the site shall be limited to the outdoor storage of shoring and pump operation equipment as described in the developer's narrative, or equipment of a similar height, but in all cases, equipment being stored shall be limited to a maximum of ten (10) feet in height. This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position.*

3. Woodland tree removals during the project shall be approximately 74 trees, which shall require 47 woodland replacement credits. Any woodland replacement credits planted on-site shall be permanently protected via conservation easement or landscape easement. Any credits not planted on site will require a payment of \$400 per credit into the Novi Tree Fund.
4. Any additional regulated woodland tree removals shall meet the requirements of the City of Novi Woodland Protection Ordinance, and may be granted administratively up to 10 trees with proper

justification. If additional regulated trees proposed for removal exceeds 10, Planning Commission approval must be granted.

5. The existing drainageway on the east side of the site shall be preserved and shall be reviewed as part of the Preliminary Site Plan.
6. The site shall be properly screened as indicated in the concept plan and shall be reviewed as part of the Preliminary Site Plan.
7. Tentative completion date for the project shall be calendar year 2023.

Part C: *This motion is made because:*

1. The proposed outdoor storage development would be compatible with the intent of the 2016 Master Plan for the Heavy Industrial use.
2. Growing an important Novi business (Michigan CAT) would complement the goals and objectives of the 2016 Master Plan.
3. The proposed project will protect and maintain the City's woodlands, wetlands, and natural features *as the drainageway to the east of the property (Walled Lake Branch of the Middle Rouge River Basin) will be preserved.*
4. The proposed project will ensure compatibility between residential and non-residential developments *because the project proposes to increase the footprint of an industrial business while limiting the use of the site to outdoor storage of shoring and pump operation equipment with proper screening.*

Roll call vote on CM 22-08-102

Yeas: Staudt, Casey, Crawford, Fischer,  
Smith, Gatt

Nays: None

Absent: Thomas

4. Consideration of approval to award the construction contract to Springline Excavating, LLC, the low bidder, for the Twelve Mile Road Paving, Medina Boulevard to City Limits project, in the amount of \$1,434,189.12 and amend the budget.

CM 22-08-103

Moved by Casey, seconded by Smith; MOTION CARRIED: 6-0

Approval to award the construction contract to Springline

**EXCERPT FROM JANUARY 10, 2022  
CITY COUNCIL MEETING MINUTES**

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and one in particular. He didn't know about the rest of the Council, but he had received numerous emails from residents opposing a daycare center. He asked what the mood of the public was regarding this project. Planner McBeth said that they had a public hearing for this at the Planning Commission and did not get anybody to come out for that public hearing. They did get one response from a neighbor who was in support of the request. Mayor Gatt asked, to the City's knowledge, if the residents in the Maples were not opposed to this project. Planner McBeth said that is correct. Mayor Gatt said that's really interesting that residents are fine with that. He asked if we polled the residents or just held the public hearing. Planner McBeth said that there was just the public hearing. She said they do get a number of residents asking questions about the daycare and a few of them came into the office and staff talked to them about it. They said they didn't have any issue with the redevelopment of the tennis courts.

**Roll call vote on CM 22-01-006**

**Yeas: Thomas, Gatt, Staudt, Casey, Crawford,  
Fischer, Smith,**

**Nays: None**

- 5. Initial review of Planned Rezoning Overlay (PRO) eligibility of the request of Michigan CAT, for Michigan CAT Catherine Drive Access Parcel, JZ21-22, to rezone from I-1, Light Industrial to I-2, General Industrial on land located on the north side of Catherine Industrial Drive, east of Novi Road in Section 23. The applicant is proposing to utilize the Planned Rezoning Overlay option to rezone and use the site for outdoor storage of construction equipment related to shore and pump operations on approximately 5.29 acres of land. Under the new PRO Ordinance, this initial review by City Council is an opportunity to review and comment on the eligibility of the proposal.**

Rich Potosnak, Director of Facilities and Real Estate for Michigan CAT and MacAllister Machinery, the Caterpillar dealership for both Indiana and Michigan spoke. He commented that the Novi branch has been the headquarter branch for the Michigan CAT operation for a number of years. There were two parcels of land, one of which has been utilized for many years and other which has been non utilized, has been vacant. This project proposes to use that land for outdoor storage, which allows them to increase their operation there with a shoring and pump operation which will increase revenues and the tax base in terms of additional staff that would be brought to this location to facilitate that operation. In addition to that project, they propose to improve the streetscape along Novi Road. This parcel that they are talking about using for outdoor storage is kind of hidden off to the back, but their main campus is on Novi Road. He said they worked with the Planning staff and have put together some plans to improve the streetscape along Novi Road. He said he was a little bit surprised, but the Planning staff also said that they would like CAT to put a historical marker since they have been part of the community for a number of years. CAT has an existing flagpole along Novi Road so they are going to create that as kind of a flag plaza with a historical marker there.

Mayor Gatt opened to Council for discussion, reminding that there is no motion on this, just a discussion to get the feeling on what the Councilmembers believe.

Member Fischer confirmed again that this was just initial comments. It goes back to Planning and Council would have another shot. Mr. Schultz said yes. Member Fischer said he had a question as far as the equipment, the pumping shore. He asked if he was correct that most of that is about eight feet tall. Mr. Potosnak said yes, give or take. Member Fischer said that his only concern in making changes like this is that eventually things may shift, things may change. He said the only comments he would have as far as this whole proposal related for staff and for the City Attorney, is that if there's any way we can put some conditions around the height of equipment. Maybe not holding it to eight feet, maybe give them some leeway. He doesn't want to see cranes that are 30, 40, 50 feet eventually housed there. He knows that is not the intent now, but someday down the road, things may change. He wanted to make sure that the City protects itself in that respect.

Mayor Gatt echoed what Member Fischer said. His only concern when he read this was visibility from the road for neighbors, passersby, everybody. He doesn't want an eyesore anywhere in the City. He said he was anxious to see what comes back to Council and what Planning Commission does. He didn't have any problem with the concept. He just wanted to make sure that the residents and neighbors in that area are certainly protected from sights that they don't want to see. Mr. Potosnak agreed. He addresses this issue in many locations throughout Michigan and Indiana.

6. **Approval to award a contract for professional services to Beckett & Raeder (BRI), as recommended by the Consultant Review Committee, for review of the Master Plan for Land Use (including review and update of the Thoroughfare Plan) in an amount not to exceed \$206,445, and to amend the budget, subject to final review and approval as to form, including any minor changes required, by the City Manager and City Attorney's office.**

Mayor Pro Tem Staudt said the Consult Review Committee reviewed this and unanimously supported it.

**CM 22-01-007                      Moved by Staudt, seconded by Crawford; CARRIED UNANIMOUSLY**

**Approval to award a contract for professional services to Beckett & Raeder (BRI), as recommended by the Consultant Review Committee, for review of the Master Plan for Land Use (including review and update of the Thoroughfare Plan) in an amount not to exceed \$206,445, and to amend the budget, subject to final review and approval as to form, including any minor changes required, by the City Manager and City Attorney's office.**

**Roll call vote on CM 22-01-007**

**Yeas: Gatt, Staudt, Casey, Crawford, Fischer,  
Smith, Thomas**