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August 27, 2026

CONFIDENTIAL CORRESPONDENCE
ATTORNEY-CLIENT PRIVILEGE

Mayor Fischer and City Council
City of Novi
45175 Ten Mile Road
Novi, MI 48375

RE: *Villas at Stonebrook* vs. *Novi* – Motion for Temporary Restraining Order (TRO)/Preliminary Injunction Filed by Plaintiff HOA

Dear Mayor Fischer and Council Members:

Just a brief update about a recent motion hearing in this case. Last week, on Wednesday, the Plaintiff HOA in this case submitted to the Court a Motion for a Temporary Restraining Order (TRO)/Preliminary Injunction and a Brief in Support of that motion. The relief requested was essentially to stop any activity happening between the City and Avalon with regard to the Camelot Parc development. More specifically, the HOA was asking the Court to preclude the City and Avalon from using the existence of the easement across Stonebrook Drive from Pulte to Avalon to finalize the Camelot Parc development.

Technically, then, the City's own easement to Wildlife Woods Park was not actually at issue in the motion, which was careful to state that it was not seeking **at this time** to invalidate the City's easement access to the park. (The implication being that certainly could happen in the future.) That said, most of the motion was actually just a list of grievances against the operation of the park—too loud, too much alcohol, too many people, it's not fair, etc.

Unfortunately, when the motion was filed, I was on my way up to the conference in Traverse City. Over the next couple of days, though, we put together a full response that was filed on Monday. In addition to the legal brief in the normal course, we were able to put together an affidavit from Pulte—who worked with Beth Saarela to support the City's position with respect to the lawsuit generally and the voluntary nature of the easements that it granted; specifically an affidavit from Jeff Muck, rebutting the allegations about the nature of the Wildlife Woods Park at the time of the Villas at Stonebrook development versus today; an affidavit of Chief Zinser, rebutting allegations that the park is somehow a den of iniquity; and an affidavit of your traffic engineer, Mark Koskinen from AECOM, rebutting the entire idea that the use of the road is somehow costly and/or dangerous.[1]

[1] Mr. Koskinen's affidavit, in particular, shepherded through by Jeff Herczeg, ought to be particularly interesting to the residents of Stonebrook, since it lays out the truly minor cost to maintain the portion of Stonebrook Drive at issue,

City staff was amazingly helpful in getting the response filed—Jeff Muck essentially put together his own affidavit, Jeff Herczeg worked on the Koskinen affidavit, along with Aaron Staup. Charles Boulard was great assistance in bouncing ideas off and providing documentation (with Lindsay Bell) and reading the draft version. Chief Zinser dropped what he needed to on Monday morning to work on his affidavit.

Avalon did file a response to the motion through its new law firm, Plunkett Cooney. The response was essentially on point with the City's, and was very helpful.

In order to get a TRO/preliminary injunction, the party making the motion has to prove two things. First, that there is merit in their claims and there is a likelihood that they will prevail on the case. And second, that the potential harm to them if injunctive relief is not granted is greater than the harm to the other side in the case and/or to the public generally. One of the reasons we spent so much time on the response—and specifically worked so hard to get affidavits on the record—was in the hopes that the judge and/or her research attorney would end up with a good handle on the merits of the City's defense here. There are all sorts of inaccuracies and misstatements in the HOA's motion.

The motion was argued on Wednesday (yesterday). The Court denied the motion, so no injunction will issue. Unfortunately, following argument, the only thing that Judge Poles found was that the HOA did not prove that there was any imminent harm to it, and no harm to the public, if the injunctive were not granted. The Judge specifically indicated that she was not making any determination with respect to the merits.

That comment by Judge Poles is concerning. During the argument, both Beth Saarela and I thought that Plaintiff's counsel made a number of misrepresentations to the Court. (We are ordering a transcript for use in connection with a motion for summary disposition.) But the Judge maybe seemed a little sympathetic to the "plight" of the residents as described by Plaintiff's counsel.

Our hope is to file a motion for summary disposition within the next month or so seeking a judgment in the City's favor on **the pleadings**—as explained previously, in a motion that says that **even if the Court takes all of the HOA's misrepresentations as true, they still don't have a claim against the City**. Based upon Judge Poles' demeanor and comments yesterday, even though we won this round, it looks like that might take some doing.

In the meantime, the attorney for the HOA has indicated that they will begin discovery, which is their right. The City will, of course, do the same while working on the motion.

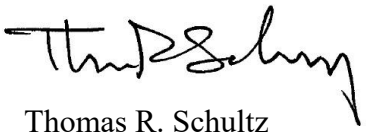
If you have any questions regarding the above, please don't hesitate to call.

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to the point of its eventual mill and fill 20-some years from now, which in today's dollars should only cost about $30,000 up to the point of Camelot and only about $60,000 if you went all the way to the City's park easement. That adds up to something like $340 for the first leg (to Camelot) only about $630 all the way to the park entrance per unit spread across 84 units—again, 20-some years from now. To put in perspective, filing and arguing this motion probably cost the HOA around $8,000-$10,000 if I had to guess.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Thomas R. Schultz

TRS/jah
Enclosures
cc: Victor Cardenas, City Manager
Danielle Mahoney, Assistant City Manager
Cortney Hanson, City Clerk
Jeff Muck, Director of Parks, Recreation and Cultural Services
Charles Boulard, Community Development Director
Jeff Herczeg, Director of Public Works

TAB 1

FILED Received for Filing Oakland County Clerk 8/19/2026 1:58 PM

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION,
a non-profit corporation,

Plaintiffs,

Case No. 2026-223396-CC
Hon. Yasmine Poles

v

CITY OF NOVI, a domestic municipal corporation,
and, AVALON INVESTMENT GROUP, LLC,
a Michigan limited liability company,

Defendants.

CITY OF NOVI

Counter-Plaintiff

v.

VILLAS AT STONEBROOK CONDOMINIUM
ASSOCIATION,

Counter-Defendant

WARNER NORCROSS + JUDD LLP
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PLAINTIFF/COUNTER-DEFENDANT'S, VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION, MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

Plaintiff/Counter-Defendant, Villas at Stonebrook Condominium Association, through its counsel, Warner Norcross + Judd, LLP, and for its Motion for Temporary Restraining Order and Preliminary Injunction, state as follows:

Plaintiff relies on and incorporates its brief herein.

WHEREFORE, Plaintiff VAS respectfully requests that this honorable Court grant an injunction enjoining the use of Stonebrook Drive to access Camelot and/or any other future development on Stonebrook Drive while this matter is pending, and enter the proposed order attached hereto as **Exhibit J**.

Warner Norcross + Judd LLP

/s/ John A. MacKenzie
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Alexandra Tillman (P87532)
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Dated: August 19, 2026

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION,
a non-profit corporation,

Plaintiffs,

Case No. 2026-223396-CC
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BRIEF IN SUPPORT OF PLAINTIFF/COUNTER-DEFENDANT'S, VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION, MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

I. INTRODUCTION

The primary issue in this matter is that Defendant Novi has abused its regulatory power to take advantage of a private road owned by Plaintiff, Villas at Stonebrook Condominium Association ("Plaintiff" or "VAS"), for the benefit of Novi and the severe detriment of VAS. In summary, VAS, which is a condo development intended for seniors and those of retirement age, owns a private road, Stonebrook Drive. VAS is responsible for the care, maintenance, and liability to Stonebrook Drive. Novi, through a series of development agreements, has attempted to reserve easement rights for it and future developers to use Stonebrook Drive for their own purpose and gain. The consequence of this is that Stonebrook Drive is now overburdened by traffic and public use with all of the burden on VAS.

Taking it a step further, Novi has put this burden on VAS because it did not want the increased traffic to burden its own public road in this area – Wixom Rd. Instead, Novi shifted this burden onto VAS and its residents. Novi's conduct is unlawful – it is a taking and nuisance of VAS's private road.

The Court should enter an injunction that prohibits Defendants Novi and Avalon from using Stonebrook Drive to ingress and egress any new developments, and specifically Camelot townhouses, which is the current proposed development on Stonebrook Drive. This will preserve the status quo and avoid exacerbating the irreparable harm to VAS and its residents while this matter is pending.

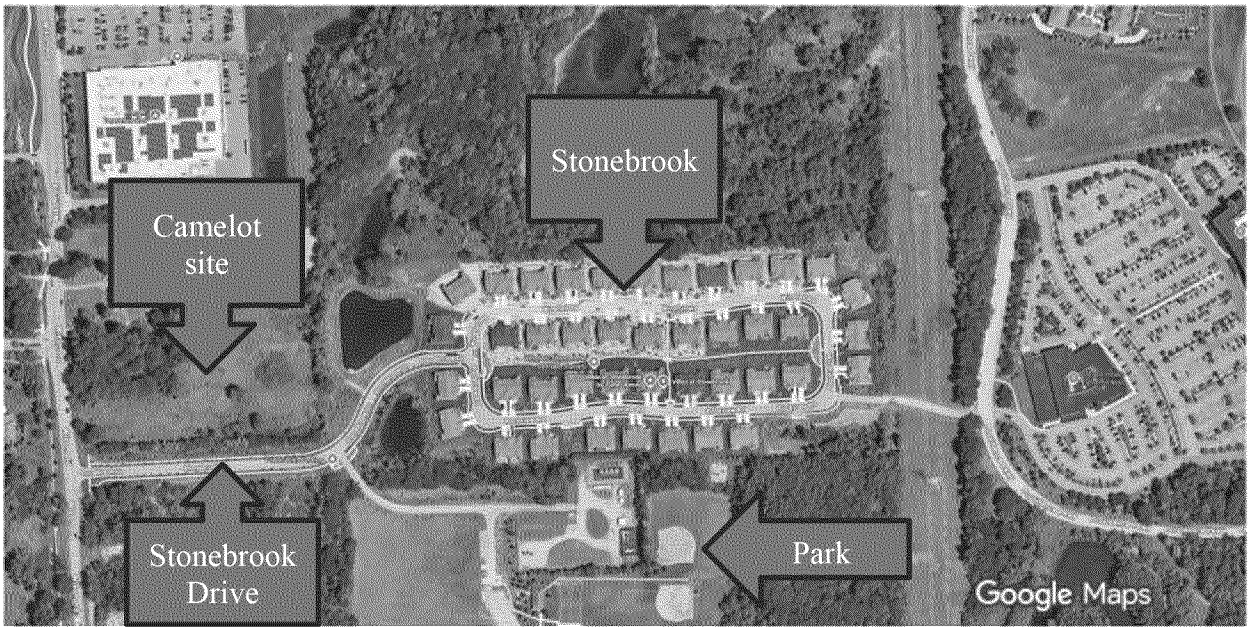
II. FACTUAL BACKGROUND

A. The development of Villas at Stonebrook Condominiums and the Stonebrook Drive easement for the public park.

VAS is the governing board of Villas at Stonebrook condominium development ("Stonebrook"). (**Exhibit A**: Potocsky Affidavit) VAS was incorporated on February 13, 2019.

Stonebrook went through Novi City planning around 2018-2019, and construction commenced around this same timeframe. (**Exhibit A**). Stonebrook has approximately 84 residential condo units. (**Exhibit A**). The residents of Stonebrook access Stonebrook via a private road, Stonebrook Drive. (**Exhibit A**). Stonebrook Drive is a private road owned by VAS. (**Exhibit A**). This point is uncontested by the parties.

A photograph of the relevant properties is below:



Stonebrook was developed by Pulte Homes of Michigan, LLC ("Pulte") through a Planned Suburban Low-Rise Overlay District ("PSLR"). The PSLR is an agreement between the developer, Pulte, and Novi to allow Pulte to build a development that has deviations from the Ordinance in exchange for certain benefits to Novi. Novi negotiates benefits from the developer into the PSLR Agreement. The PSLR Agreement between Pulte and Novi for Stonebrook is attached hereto as **Exhibit B**.

When Stonebrook went through planning with Novi, the vision was to have middle market priced units to attract seniors and active adults of retirement age. (**Exhibit C**: 2/26/2018 Minutes,

pp 12-19; **Exhibit D**: 8/27/18 Minutes, p 14). The vision was to provide the senior residents with ample pedestrian paths and connectivity to the surrounding Novi community. (**Exhibit C,** pp 12-19). When the majority of Stonebrook residents purchased their units, Stonebrook was the only residential development on Stonebrook Drive; and traffic on Stonebrook Drive was limited almost exclusively to Stonebrook residents. (**Exhibit A**).

To achieve site plan approval, Pulte made multiple concessions in the PSLR Agreement to the benefit of Novi and to the detriment of VAS and the Stonebrook residents. Most significant, Novi allowed Pulte to build a non-conforming right of way to access to Stonebrook – Stonebrook Drive – in exchange for future easement rights:

> Deviation from Sec. 3.21.2.A.i to allow building to front on an approved private driveway, which does not conform to the City standards with respect to required sixty foot right-of-way, due to the type of development proposed for active senior adult development, and because of the applicant's offer to provide an easement for the adjacent property to share access if needed.

(**Exhibit B**, p 4). It must be recognized that the PSLR itself states that Stonebrook and Stonebrook Drive are intended to support *"active senior adult development."* The issue here is that the PSLR places all maintenance obligations and liability for use of Stonebrook Drive on VAS and the Stonebrook residents, while allowing Novi to control the use and development of Stonebrook Drive.

Novi required Pulte to reserve an access easement on Stonebrook Drive for future neighboring developments. (**Exhibit B**, pp 4, 8) Novi required this, allegedly, to limit curb cuts on Wixom Road for future developments in this area. Novi attempted to preserve the future easement right in the PSLR, which states as follows:

> The Developer shall provide an access easement on the north side of the proposed entry drive as shown on the Plan Suburban Low Rise Concept Plan for future connection capability to neighboring properties to eliminate multiple exits onto Wixom Road.

(**Exhibit B**, p 8). The entry drive being referenced is Stonebrook Drive.

Also, Novi required that Pulte provide a vehicular access easement to Wildlife Woods Park (the "Park"), 12 parking spaces, and an ADA sidewalk. (**Exhibit B**, p 7; **Exhibit D**, p 13). The Park is a public park owned by Novi and located near Stonebrook. The access easement to the Park is Stonebrook Drive. (**Exhibit B**, p 7; **Exhibit D**, p 13).

The Park was developed around 2006 as a wildlife habitat preserve and walking trails. (**Exhibit A**). In 2018-2019, when Stonebrook was being developed and condos sold to residents, the Park was a small park used by local Novi residents. (**Exhibit A**). Use of the Park at this time was minimal by the public. (**Exhibit A**).

On May 6, 2019, in exchange for Novi's approval of Pulte's site plan and variances, Pulte and Novi entered into a Public Access Easement agreement ("Park Easement") for use of Stonebrook Drive to access the Park. The purpose of the Park Easement was to provide Novi residents with easier access to the Park, including vehicular access.

The Park Easement states as follows:

> Grantor hereby grants to Grantee, its employees, invitees, and licensees, a non-exclusive, public, and perpetual easement (the "Easement") on, over and across the portion of the Grantor's Property described on Exhibit C attached hereto and depicted on Exhibit D attached hereto (the "Driveway") for all reasonable and customary use associated with the rights of the public for ingress and egress without charge, including vehicular traffic, on and over the Easement, to access the public park located on Grantee's Property.

(**Exhibit E**: 5/26/19 Public Access Easement agreement).

Since being granted the Park Easement, Novi has continuously expanded amenities at the Park, including but not limited to eight pickle ball courts, recreational sport fields, 62 parking spaces, hiking trails, outdoor adult fitness center with exercise stations, rentable picnic shelter with tables and seating with access to electricity, restrooms, and more. (**Exhibit A; Exhibit F:** 7/26/26

Photo). This caused the Park to transform from a small passive park for the wildlife habitat to an active, heavily trafficked Park used by Novi residents and surrounding communities. (**Exhibit A; Exhibit F**). All of the vehicles parked in the parking lot in **Exhibit F** use VAS's private road, Stonebrook, to ingress and egress the Park.

Also, Novi now advertises the Park beyond the Novi community, and it is attracting residents from surrounding communities outside of Novi. (**Exhibit A**). Novi has installed two signs on Wixom Rd to direct the public down Stonebrook Drive to the Park. (**Exhibit A**). Stonebrook residents are reporting erratic driving and alcohol use at the Park, and litter and trash all along Stonebrook Drive from Park goers. (**Exhibit A**). Consequently, this has caused significant increase in the use of Stonebrook and is overburdening VAS with maintenance and liability issues. (**Exhibit A**). Novi does not contribute to the maintenance nor share the liability risk of Stonebrook Drive. This is not reasonable or customary use under the Park Easement.

B. Defendants' proposed development of Camelot townhouses.

To exacerbate the overburden to Stonebrook Drive, on July 27, 2026, Novi City Council granted approval of a site plan for a new townhouse development located adjacent to Stonebrook, Camelot Parc ("Camelot"). (**Exhibit G**: 7/27/26 Minutes, pp 40-43). The developer of Camelot is Defendant Avalon Investment Group, LLC ("Avalon"). Camelot is approved for a 22-unit town home development. (**Exhibit H**: Camelot Proposal). Novi required the Camelot site plan to use Stonebrook Drive to ingress and egress Camelot. (**Exhibit H**, p 1). This is another example of Novi using its regulatory power to exercise dominion and control over VAS's private road to Novi's benefit and the detriment of VAS. This requirement by Novi will cause additional undue burden on Stonebrook Drive and add to the regulatory taking without just compensation being paid.

Upon information and belief, Novi does not possess a valid right to grant an easement to Avalon to use Stonebrook Drive for Camelot, or any other reason. There is no easement agreement for this purpose. Novi attempted to preserve this future easement right in the PSLR; however, this attempt is flawed. First, the PSLR alludes to a future easement, but the document itself is not an easement for Avalon to use Stonebrook Drive for ingress and egress to Camelot. (**Exhibit B**, p 8). Second, the attempted grant of the easement violates the Michigan Condominium Act, MCL 559.101 et seq (the "Act"), as the reservation is not properly described in the Master Deed. The right to grant a future easement must be clearly stated in the condo documents; and here, it was not.

III. LEGAL DISCUSSION

A. Standard of Review

A temporary restraining order is warranted if it clearly appears from specific facts shown by an affidavit or by a verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant from the delay required to effect notice or from the risk that notice will itself precipitate adverse action before an order can be issued. MCR 3.310(B). Courts have held a temporary restraining order should be granted "[i]f the personal rights or property rights involved will be best preserved by granting temporary injunctive relief in a suit presenting issues of controverted merit." *Niedzialek v Barbers Union,* 331 Mich 296, 300-301 (1951).

Per MCR 3.310(B)(1), a temporary restraining order may be granted without written or oral notice to the adverse party or the adverse party's attorney only if:

> a. it clearly appears from specific facts shown by affidavit or by a verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant from the delay required to effect notice or from the risk that notice will itself precipitate adverse action before an order can be issued;

b. the applicant's attorney certifies to the court in writing the efforts, if any, that have been made to give the notice and the reasons supporting the claim that notice should not be required; and

c. a permanent record or memorandum is made of any nonwritten evidence, argument, or other representations made in support of the application.

MCR 3.310(B)(1)(a)-(c).

As for a preliminary injunction, the Michigan Supreme Court has held that a preliminary injunction should be granted when there exists a real and imminent danger of irreparable injury. *Pontiac Fire Fighters Union Local 376 v City of Pontiac*, 482 Mich 1, 8 (2008); *Higgins Lake Property Owners Ass'n v Gerrish Tp.*, 255 Mich App 83, 106 (2003). The purpose of a preliminary injunction is to "preserve the status quo pending a final hearing, enabling the rights of the parties to be determined without injury to either party." *Pharmaceutical Research & Manufacturers of America v Dep't of Community Health*, 254 Mich App 397, 402 (2002). "The status quo which will be preserved by a preliminary injunction is the last actual, peaceable, non-contested status which preceded the pending controversy." *Fancy v Egrin*, 177 Mich App 714, 720 (1989).

When determining whether to grant injunctive relief, a court must consider (1) whether the applicant will suffer irreparable injury if the injunction is not granted, (2) whether harm to the applicant in the absence of relief outweighs the harm to the opposing party if the injunction is granted, (3) the likelihood that the applicant will succeed on the merits, and (4) the harm to the public if the injunction issues. *Thermatool Corp v Borzym*, 227 Mich App 366, 376 (1998). The most important of these factors is whether plaintiff has demonstrated a likelihood of success on the merits and made a showing of irreparable harm. *Detroit Fire Fighters Ass'n, IAFF Local 344 v City of Detroit*, 482 Mich 18, 35 (2008).

B. Allowing Defendants to use Stonebrook Drive to ingress and egress the Camelot development before this matter is decided on the merits will cause irreparable harm to VAS and its residents.

To establish irreparable injury, the moving party must demonstrate a non-compensable injury for which there is no legal measurement of damages or for which damages cannot be determined with a sufficient degree of certainty. *Thermatool Corp*, 227 Mich App at 377. It is sufficient if it appears that there is a real and substantial question between the parties, to be investigated in a court of equity, and, in order to prevent irremediable injury to the complainant before his claims can be investigated, it is necessary to prohibit any change in the conditions and relations of the property and of the parties during the litigation. *Baltic Min Co v Houghton Circuit Judge*, 177 Mich 632, 643 (1913). The loss of real property, which is considered unique per se, constitutes irreparable harm. *McDonald v Green Tree Servicing, LLC*, Case No. 13-cv-12993, 2013 WL 5934637 at *4 (ED Mich, Nov 5, 2013). "It is settled beyond the need for citation, however, that a given piece of property is considered to be unique, and its loss is always an irreparable injury." *Roghan v Block*, 590 F Supp 150, 152 (WD Mich 1984); *see also*, *Kent v Bell*, 374 Mich 646, 652 (1965) and *Janesick v Osbon*, 305 Mich 500, 503 (1943).

Here, Novi has engaged in a series of agreements to develop the real property surrounding Stonebrook Drive – Camelot and the Park – and is using its regulatory power to require Stonebrook Drive as the right of way to access Camelot and the Park. This is placing all maintenance obligations and liability on VAS for the direct benefit of Novi and Camelot. Novi has admitted at meetings that it does not want Avalon to use Wixom Rd. (a public road) to access Camelot because of increased traffic concerns on Wixom Rd. (**Exhibit A**). So instead, Novi has placed all of this burden on VAS. This loss of use and enjoyment, and liability risk, is an irreparable harm that money damages cannot cure.

Furthermore, Novi's exercise of dominion and control of Stonebrook Drive through its regulatory power has amounted to a taking. Novi is using Stonebrook Drive for access to the Park,

which Novi has substantially improved and advertised to Novi residents and the surrounding community; and to Camelot to avoid increased traffic issues on Wixom Rd. (**Exhibit A**). Novi has improved and advertised the Park specifically to drive traffic and revenue into the area for the benefit of Novi and to the detriment of VAS. This is causing excessive traffic and other activity on Stonebrook Drive. (**Exhibit A**; **Exhibit F**).

Similarly, Novi has required the Camelot site plan to burden VAS by using Stonebrook Drive for access instead of using Wixom Rd., which is a burden to Novi. (**Exhibit H**). Novi does not contribute a single penny to the care and maintenance of Stonebrook Drive, nor share any of the liability for the use of Stonebrook Drive but reaps all of the benefits. Michigan law is clear that an unlawful taking of real property is an irreparable harm. Therefore, an injunction is warranted.

Also, Novi has created a nuisance on Stonebrook Drive. The purpose of Stonebrook was for active senior housing. (**Exhibit C**; **Exhibit D**, p 14). The residents of Stonebrook are active seniors and/or those toward retirement age. (**Exhibit A**). When Stonebrook residents purchased condos in Stonebrook, it was a low traffic area, and the Park was used mainly for hiking. (**Exhibit A**). Now, the Park is a high traffic area used by residents of Novi and surrounding communities; there are issues with erratic driving, alcohol use and litter; motorized scooters and dirt bikes; and now Novi seeks to add a townhouse development – Camelot. (**Exhibit A; Exhibit F**). The excessive use and development of Stonebrook Drive is a nuisance that is harming VAS and its residents' use and enjoyment of Stonebrook. Thus, an injunction is warranted.

C. Plaintiff VAS has a strong likelihood of success on the merits of its claims.

i. Novi has taken control of Stonebrook Drive through regulatory actions and without paying any compensation to VAS. This is inverse condemnation.

Under Michigan law, inverse condemnation is a cause of action against a governmental defendant to recover the value of property which has been taken in fact by the governmental defendant, even though no formal exercise of the power of eminent domain has been attempted by the taking agency. *Mays v Snyder*, 323 Mich App 1, 79; 916 NW2d 227 (2018). Inverse condemnation can occur without a physical taking of the property; a diminution in the value of the property can constitute a taking. *Id.* Further, any injury to the property of an individual which deprives the owner of the ordinary use of it is equivalent to a taking and entitles him to compensation. *Id.* A plaintiff alleging inverse condemnation must prove a causal connection between the government's action and the alleged damages. *Id.* A plaintiff alleging an inverse condemnation must establish (1) that the government's actions were a substantial cause of the decline of the property's value and (2) that the government abused its powers in affirmative actions directly aimed at the property. *Id.* at 80.

Here, Novi, through a series of regulatory actions, has caused a taking of Stonebrook Drive, as follows:

a. Novi required Pulte to provide the Park Easement to Novi to allow the general public to traverse Stonebrook Drive to the Park. (**Exhibit B; Exhibit E**).

b. Since acquiring the Park Easement, Novi has significantly expanded the amenities and use of the Park since 2019 to include eight pickle ball courts, recreational sport fields, 62 parking spaces, hiking trails, outdoor adult fitness center with exercise stations, rentable picnic shelter with tables and seating with access to electricity, restrooms, and more. The Park is no longer a wildlife habitat as originally intended. Rather, it is now a heavily trafficked recreational activity park being used by residents of Novi and surrounding communities, all at the cost of VAS.

c. Novi is requiring Avalon to create an access point for Camelot on Stonebrook without a properly reserved future easement right to grant and to avoid access from Wixom Road. (**Exhibit H**).

d. Novi has exercised complete dominion and control over Stonebrook Drive without paying just compensation to VAS and/or assuming liability. (**Exhibit A**).

VAS lacks any control over Novi's use and development of Stonebrook Drive. Novi used its regulatory power to create public usage rights of a private road, Stonebrook Drive, without paying just compensation to VAS and to the substantial detriment of VAS and its residents. This has caused a substantial diminution in value to Stonebrook. Thus, VAS has a likelihood of success on this claim.

ii. Novi has created a nuisance on Stonebrook Drive that is harming VAS and its residents' use and enjoyment of Stonebrook and Stonebrook Drive.

A party is liable for damage caused by a nuisance where the party (1) created the nuisance; (2) owned or controlled the property from which the nuisance arose; or (3) employed another to do work which he knows is likely to create a nuisance. *Radloff v State*, 116 Mich App 745, 758; 323 NW2d 541 (1982); *Gelman Sciences, Inc v Dow Chem Co*., 202 Mich App 250, 252; 508 NW2d 142 (1993). Nuisance encompasses many types of harms between neighboring land uses. *Adkins v Thomas Solvent Co*., 440 Mich 293, 303; 478 NW2d 715 (1992). There are countless ways to interfere with the use and enjoyment of land including interference with the physical condition of the land itself, disturbance in the comfort or conveniences of the occupant including his peace of mind, and threat of future injury that is a present menace and interference with enjoyment. *Id*. (*emphasis added*). The essence of a nuisance claim is the protection of a property owner's or occupier's reasonable comfort in occupation of the land in question. *Id*. Damages for a nuisance may be recovered for a diminution in value of property or on the basis of a claim that the nuisance was of such an extent as to prevent the use of a home. *Travis v Preston*, 249 Mich App 338, 351; 643 NW2d 235 (2002) (*emphasis added*). A governing body may be liable for

nuisance arising out of its rules and regulations. *See, Sakorafos v Charter Township of Lyon*, -- NW3d --, 2023 WL 8101316 **6-7.

Here, as discussed above, Novi has created a nuisance by overdeveloping the real property surrounding Stonebrook Drive, which has caused excessive traffic and use of Stonebrook Drive to the detriment of VAS. The once quiet street and community is now a high traffic area used by residents of Novi and surrounding communities to access the Park. There are issues with erratic driving, alcohol use and litter; motorized scooters and dirt bikes; and now Novi seeks to add a townhouse development – Camelot. (**Exhibit A; Exhibit F**). The excessive use and development off Stonebrook Drive is a nuisance that is harming VAS and its residents' use and enjoyment of Stonebrook. Thus, VAS has a likelihood of success on this claim.

Furthermore, as discussed above and below, it is contested that Novi has an easement right to use Stonebrook Drive to access Camelot. However, *in arguendo*, if it were determined that Novi does have a valid easement, then Novi has overburdened it and exceeded the scope. The PSLR simply states that the purpose and scope of the easement is for future connection to neighboring property. (**Exhibit B**, p 8). At the time this language was written into the PSLR, the neighboring property – Camelot – was vacant undeveloped land. Now, Novi seeks to expand the easement to provide access to townhouse development. This is not contemplated in the easement, and it exceeds the scope, which is unlawful.

iii. Novi did not properly reserve a future easement to convey to Avalon to use Stonebrook Drive to access Camelot.

MCL 559.135 states as follows:

> Where fulfillment of the purposes of sections 31, 32, 33 or any other sections of this act reasonably requires the creation of easements, then the easements shall be created in the condominium documents or in other appropriate instruments and shall be reasonably described in the condominium documents. The easements shall contain the following:

(a) A description of the permitted use.

(b) If less than all co-owners are entitled to utilize the easement, a statement of the relevant restrictions on the utilization of the easement.

(c) If any persons other than those entitled to the use of the condominium units may utilize an easement, a statement of the rights of others to utilization of the same and a statement of the obligations, if any, of all persons required to contribute to the financial support of the easement.

Here, Section 6.9 of the Stonebrook Master Deed states as follows:

> Developer reserves for the right of itself, the Association, their respective successors and assigns and all Co-Owners of the ***land*** described in Article 2 and any land added to the Future Development Area as described in Article 10, or portion or portions thereof, perpetual easements for access and to use, tap, tie into, extend and enlarge all Roads, utility mains located in the Condominium Premises, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves easements over the ***land*** described in Article 2 above any land added to the Future Development Area as described in Article 10, below for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Project and the Area of Future Development.

(**Exhibit I**: Stonebrook Master Deed, p 19 – Section 6.9).

Here, the developer, Pulte, may grant future easements to ***"land"*** described in Article 2 of the Master Deed and/or the Future Development Area described in Article 10. In Article 2, the ***"land"*** is defined as the legal description for Stonebrook, not Camelot. (**Exhibit I,** pp 2-3). The ***"land"*** definition does not include the legal description for Camelot. This is fatal to Novi's attempt to require an easement on Stonebrook Drive for the use and benefit of Camelot because the Master Deed does not expressly reserve the right for the developer to grant a future access easement to a new and separate development.

Moreover, because of the flaw in Novi's effort to reserve a future easement right, the only party with rights to grant an easement to Avalon/Camelot is VAS, and VAS has not agreed to any such easements. Thus, this claim should succeed on the merits.

C. The harm to VAS by allowing access for Camelot from Stonebrook Drive outweighs the harm to Defendants.

The real property where the Camelot development is to occur has been vacant for years. (**Exhibit A**). Delaying the development until this Court determines the easement rights on the merits may be an inconvenience to Defendants, but not a harm.

As for Plaintiff VAS on the other hand, allowing access for Camelot from Stonebrook Drive while this matter is pending would not only alter the status quo, but it would also exacerbate the traffic and harm (the nuisance) to VAS and its residents. This would allow Avalon to commence construction, and construction contractors would be operating heavy equipment and traversing Stonebrook Drive daily, simultaneously to voluminous Park goers racing up and down Stonebrook Drive all day and night. (**Exhibit A**). This will increase the traffic and burden on Plaintiff. Thus, access from Stonebrook Drive should be enjoined while this matter is pending.

As for public affect, Camelot is a private development. So public consideration is not relevant.

IV. CONCLUSION

Consistent with the forgoing, Plaintiff VAS respectfully requests that this honorable Court grant an injunction enjoining the use of Stonebrook Drive to access Camelot and/or any other future development on Stonebrook Drive while this matter is pending, and enter the proposed order attached hereto as **Exhibit J**.[1]

Warner Norcross + Judd LLP

/s/ John A. MacKenzie
John A. MacKenzie (P80386)
Alexandra Tillman (P87532)
Attorneys for Plaintiffs

[1] The injunction request is not seeking to enjoin use of Stonebrook Drive for access to the Park; however, the right to continue using Stonebrook Drive to access the Park is at issue in the case.

12900 Hall Road, Ste. 200
Sterling Heights, MI 48313
(586) 303-4100
jmackenzie@wnj.com

Dated: August 19, 2026

PROOF OF SERVICE

I hereby certify that on **August 19, 2026**, I electronically filed and served the above document(s) and this Proof of Service with the Clerk of the Court using the MiFile True Filing File & Serve E-Filing System, which will send notification of such filing to those who are currently on the list to receive e-mail notices for this case.

Warner Norcross + Judd LLP

By: /s/ *Bernadette Bartoy*
Bernadette Bartoy, Legal Assistant

Exhibit A

AFFIDAVIT

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Steve Potocsky, first being duly sworn, state as follows:

1. I have personal knowledge of the facts set forth herein and I am competent to be called as a witness to testify to these facts.

2. VAS is the governing board of Villas at Stonebrook condominium development ("Stonebrook").

3. I am the President of the board of directors for VAS.

4. Stonebrook went through Novi City planning around 2018-2019, and construction commenced around this same timeframe.

5. Stonebrook has approximately 84 residential condo units.

6. The residents of Stonebrook access Stonebrook via a private road, Stonebrook Drive.

7. Stonebrook Drive is a private road owned by VAS.

8. When the majority of Stonebrook residents purchased their units, Stonebrook was the only residential development on Stonebrook Drive; and traffic on Stonebrook Drive was limited almost exclusively to Stonebrook residents.

9. The Park was developed around 2006 as a wildlife habitat preserve and walking trails.

10. In 2018-2019, when Stonebrook was being developed and condos sold to residents, the Park was a small park used by local Novi residents.

11. Use of the Park at this time was minimal by the public.

12. Since being granted the Park Easement, Novi has continuously expanded amenities at the Park, including but not limited to eight pickle ball courts, recreational sport fields, 62 parking spaces, hiking trails, outdoor adult fitness center with exercise stations, rentable picnic shelter with tables and seating with access to electricity, restrooms, and more.

13. This caused the Park to transform from a small passive park for wildlife habitat to an active, heavily trafficked Park used by Novi residents and surrounding communities extending as far as Troy and Ann Arbor.

14. Novi has installed two signs on Wixom Rd., a major and heavily trafficked roadway, advertising and directing people down Stonebrook Drive to the Park.

15. All of the vehicles parked in the parking lot in **Exhibit F** use VAS's private road, Stonebrook Drive, to ingress and egress the Park.

16. Novi now advertises the Park beyond the Novi community, and it is attracting residents from surrounding communities outside of Novi. This has exacerbated the traffic problem.

17. Stonebrook residents are reporting erratic driving and alcohol use at the Park, and litter and trash all along Stonebrook Drive from Park goers.

18. The increased use and traffic on Stonebrook Drive have caused near accidents and it is harming the use and enjoyment of Stonebrook to the residents.

19. Also, this has caused significant increase in the use of Stonebrook and is overburdening VAS with maintenance and liability issues.

20. Neither Novi or Avalon contribute to the maintenance nor share the liability risk of Stonebrook Drive. This is not reasonable or customary use under the Park Easement or the proposed access easement for Avalon/Camelot.

21. Novi has admitted at meetings that it does not want Avalon to use Wixom Rd. (a public road) to access Camelot because of increased traffic concerns on Wixom Rd. Instead, Novi shifted this burden and risk to VAS.

22. Novi has improved and advertised the Park specifically to drive traffic and revenue into the area for the benefit of Novi and to the detriment of VAS. This is causing excessive traffic and other activity on Stonebrook Drive.

23. These statements are true to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT.

Steve Potocsky

Steve Potocsky

Subscribed and sworn to before me
this 18th day of August, 2026.

Collin Fabian, Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires Sep 25th 2030

COLLIN FABIAN
Notary Public - State of Michigan
County of Oakland
My Commission Expires Sep 25, 2030
Acting in the County of Oakland

Exhibit B

Charles Boulard
Community Development Director

248.347.0423 Office
248.361.5807 Dept
248.735.5600 Fax
cboulard@cityofnovi.org

City of Novi
45175 Ten Mile Road
Novi, MI 48375

cityofnovi.org

2019 MAY 13 AM 11:26

74563
LIBER 52825 PAGE 738
$26.00 MISC RECORDING
$4.00 REMONUMENTATION
05/15/2019 01:50:34 P.M. RECEIPT# 50228
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

2019 MAY 29 P 1:29

PLANNED SUBURBAN LOW-RISE (PSLR)
OVERLAY DEVELOPMENT AGREEMENT –
VILLAS AT STONEBROOK

THIS PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 10th day of April, 2019, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 100 Bloomfield Hills Parkway, Suite 300, Bloomfield Hills, MI 48304, (the "Pulte Homes"), and the CITY OF NOVI, a Michigan municipal corporation , whose address is 45175 West Ten Mile Road, Novi, MI 48375-3024 ("City").

RECITATIONS:

I. Pulte Homes intends to develop the "Land" described on Exhibit A, attached and incorporated herein. The Land is one parcel of property of approximately 26 acres in area. Developer proposes to develop the Land as the Villas at Stonebrook, a 43 duplex building (86-homes) multifamily residential community (the "Project") as set forth in the PSLR Overlay Concept Plan, which has been submitted to the City for review and approval under applicable provisions of the City Code, including the City's Zoning Ordinance (the "Zoning Ordinance"). The PSLR Overlay Concept Plan as hereby approved is a conceptual or illustrative plan for the potential development of the Land under the PSLR Overlay District that includes building elevations and site improvements. Such PSLR Overlay Concept Plan approval is not an approval to construct any of the proposed improvements as shown. 35P

II. This Agreement shall not be effective until executed by Pulte Homes and recorded with the office of the Oakland County Register of Deeds pursuant to Section 9 herein and the City's Zoning Ordinance. As used in this Agreement, the term "Developer" shall mean Pulte Homes and its successors and assigns. Pulte Homes acknowledges that no permits of any kind to conduct any work or improvements on the Land shall be issued until this Agreement has been fully executed by Pulte Homes and recorded with the office of the Oakland County Register of Deeds.

III. The City may grant site plan approval prior to Pulte Homes acquiring fee simple title to the Land, but site plan approval shall not be effective and shall not grant any rights whatsoever until this Agreement has been recorded with the office of the Oakland County Register of Deeds.

OK - AB

IV. For purposes of improving and using the Land for the Project, Developer petitioned the City to consider approval for the Project under a PSLR Overlay Development Agreement application that included a PSLR Overlay Concept Plan, first dated August 30, 2017, with modifications dated December 29, 2017, and on file in the Community Development Office; a traffic impact assessment; and a list of proposed deviations and waivers.

V. The Land is zoned I-2 (General Industrial), with a PSLR Overlay that covers the entire parcel. The PSLR Overlay zoning classification provides the Developer and the City with a residential use that is compatible with the City's Master plan and with existing adjacent developments. The PSLR Overlay zoning classification provides the Developer with certain material development options with respect to the Land that are not available under the I-2 (General Industrial) classification and that would be a distinct material benefit and advantage to the Developer. The PSLR Overlay zoning classification is consistent with the City's Master Plan for Land Use showing the Land as part of the future Suburban Low-Rise use.

VI. The City has reviewed the Developer's proposed petition to consider a PSLR Overlay Development Agreement application under the terms of the PSLR Overlay District provisions of the City's Zoning Ordinance and has reviewed the Developer's proposed PSLR Overlay Concept Plan, the traffic impact analysis, and the Developer's proposed deviations and waivers. The City has found that the PSLR Overlay Concept Plan meets the intent of the PSLR Overlay District ordinance in that it provides a reasonable transition from the higher intensity hospital uses in the area to the adjacent residential uses, subject to the terms and conditions of this Agreement.

VII. In petitioning for consideration of a PSLR Development Agreement Application, Developer has expressed as a firm and unalterable intent that Developer will develop and use the Land in conformance with the PSLR Overlay Concept Plan and the conditions (herein referred to as the "Conditions") set forth in Paragraph 4, below.

VIII. The PSLR Overlay Concept Plan is acknowledged and agreed by the City and Developer to be a conceptual plan for the purpose of depicting the general area contemplated for development on the Land. The Developer will be required to obtain site plan approval for the development of the improvements to be constructed on the Land (i.e., the Project) in accordance with the terms of the PSLR Overlay District ordinance and this Agreement.

IX. Some deviations and waivers from the provisions of the City's ordinances, rules, or regulations as to the Project are depicted in the PSLR Overlay Concept Plan, as specifically described below, and are approved by virtue of this Agreement. However, except as to such specific deviations and waivers as enumerated herein, the development of the Land under the requirements of the PSLR Overlay District shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under all applicable laws, ordinances, and regulations pertaining to such development, including, but not limited to, site plan approval, storm water management plan approval, woodlands and wetlands permits, facade approval, landscape approval,

engineering plan approval, and payment of review and inspection fees and performance guarantees pertaining to the proposed development of the Land.

X. The building design and layout, facade, and elevations shall be substantially similar to that submitted as part of the Developer's final approval request, as depicted in the PSLR Overlay Concept Plan, or as the same shall be approved by the City in connection with the site plan approval for the improvements to be constructed on the Land, it being acknowledged and agreed that the PSLR Overlay Concept Plan and final site plan may be modified if approved by the City.

XI. The parties acknowledge that this Agreement contains terms and conditions that are binding on Developer.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Each and every provision, representation, term, condition, right, and obligation set forth in Recitations I-XI is binding upon the parties of this Agreement and is incorporated as a part of this Agreement.

As provided in the PSLR Overlay District ordinance, including Section 3.1.27 and Section 3.21 of the City's Zoning Ordinance, no use of the Land shall be allowed except the uses shown on the PSLR Overlay Concept Plan for the operation of the Project. Site plan review for the development of the Land is required in accordance with the terms of the City's ordinances; provided, however, that modifications to the improvements to be constructed on the Land shall be permitted subject to the City's approval.

Notwithstanding the foregoing, except for the deviations provided for in Paragraph 2 below, relating to specific ordinance deviations, Developer shall also comply with all requirements in the staff and review letters as follows:

(1) Planning review dated January 30, 2018
(2) Engineering review dated January 30, 2018
(3) Landscape review dated January 12, 2018
(4) Wetland review dated January 29, 2018
(5) Woodland review dated January 29, 2018
(6) Traffic review dated January 25, 2018
(7) Traffic Impact Assessment Review dated December 5, 2017
(7) Fire Marshal review dated January 12, 2018
(8) Façade review dated February 19, 2018

In addition,

(1) Developer and its successors, assigns, and/or transferees shall at all times act in conformance with the PSLR

Overlay Concept Plan and Conditions, all as described above and incorporated herein.

(2) Developer and its successors, assigns, and/or transferees shall forbear from acting in a manner inconsistent with the PSLR Overlay Concept Plan and Conditions, incorporated herein.

(3) Developer shall commence and complete all actions reasonably necessary to carry out the PSLR Overlay Concept Plan and all of the Conditions incorporated herein.

2. The following deviations and waivers from the standards of the City's Zoning Ordinance with respect to the Land are hereby authorized pursuant to Section 3.21 of the City's Zoning Ordinance and as shown on the PSLR Overlay Concept Plan or final approved site plan:

a. Deviation from Sec. 3.21.I.c to allow a Traffic Impact Assessment in lieu of required Traffic Impact Study as the number of estimated trips from this Project do not exceed the City's threshold;

b. Deviation from Sec. 3.21.2.A.i to allow building to front on an approved private driveway, which does not conform to the City standards with respect to required sixty foot right-of-way, due to the type of development proposed for active senior adult development, and because of the applicant's offer to provide an easement for the adjacent property to share access if needed;

c. Deviation from Sec. 3.21.2.A.ii & Sec 3.1.27.D to allow modifications to the required front and side yard setbacks (as indicated on the PSLR Overlay Concept Plan), due to the type of development proposed for active senior adult development;

d. Deviation from Sec. 3.21.2.A.ii & Sec 3.1.27.D to allow reduction of minimum distance between buildings by 5 feet (30 feet required, 25 feet proposed), due to the type of development proposed for active senior adult development;

e. Deviation from Sec. 3.21.2.B to allow full time access drives to be connected to a section-line road as opposed to a non-section line roads, as the Developer is proposing to provide access and utility easements to neighboring properties to eliminate multiple curb cuts on Wixom Road;

f. Deviation from Sec. 5.5.3.F.ii.b.(2) to allow placement of street trees between the sidewalk and the building, provided that the trees

are at least five (5) feet away from the sidewalk, as opposed to between the sidewalk and curb, due to type of development proposed;

g. Deviation from Sec. 5.5.3.F.ii.b.(1) to allow additional sub-canopy trees in lieu of deciduous canopy or large evergreen trees, provided the Developer limits the percentage of proposed sub-canopy trees within 25 percent of total required canopy trees, as it will provide additional visual and species diversity to the site;

h. Deviation from Sec. 3.21.2.A.iii and Sec. 5.5.3 to allow absence of required landscaped berm along Wixom Road frontage, due to limited frontage and flag shaped lot/parcel involved;

i. Deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property boundary, due to conflict with existing wetlands;

j. Deviation from Chapter 7(c) (1) of Engineering Design manual for reducing the distance between the sidewalk and back of the curb. A minimum of 7.5 feet is allowed;

k. Deviation from Section 11-216 (Figure IX.5) of City's Code of Ordinances for reduction of residential driveway taper depth (10 feet required, 7.5 feet proposed) due to proximity of proposed sidewalk within the development.

3. Each of the provisions, requirements, deviations/waivers, and conditions in this Agreement and the features and components provided in the PSLR Overlay Concept Plan meet the intent of the PSLR Overlay District, subject to the terms and conditions of this Agreement.

4. Developer shall develop the Land solely as a residential Project. Developer shall forbear from developing and/or using the Land, and from constructing any improvements, in any manner other than as authorized and/or limited by this Agreement and the approved site plan. Subject to the terms and conditions of this Agreement and the PSLR Overlay District provisions of the Zoning Ordinance, including Section 3.1.27 and Section 3.21 thereof, Developer shall develop the Land in accordance with all applicable laws, ordinances, and regulations of the City pertaining to such development required under the PSLR Overlay District, including all applicable height, area, and bulk requirements of the Zoning Ordinance as relates to the PSLR Overlay District, except as expressly authorized herein.

The City's approval of the Development is based on the following findings:

A. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community.

1. The plan proposes a reasonable transition and connection between adjacent land uses.

B. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment.

1. The Developer has provided a Traffic Impact Assessment and a Community Impact Statement which indicates minimal impacts on the use of public services, facilities and utilities.

2. The proposed PSLR Overlay Concept Plan impacts about 0.60 acres of existing 1.96 acre wetlands subject to adjustments during final design and engineering plan approvals and proposes approximately 54% of regulated tree removals. The Concept Plan proposes off-site wetland mitigation measures, but details regarding the off-site location have not been provided with the Concept Plan. Off-site mitigation measures, conforming to City Code requirements, shall be reviewed and approved administratively by the City's Community Development Division, at the time of final site plan approval. In the event that Developer cannot provide approvable off-site mitigation measures, Developer shall comply with an alternative mitigation plan, (the "Alternative Mitigation Plan"), which shall be submitted and approved by Planning Commission, with the Preliminary Site Plan for the Development. Any revision to the site plan reducing units or affecting other plan details may be approved as part of the "Alternative Mitigation Plan," approved by Planning Commission as long as proposed impacts or revisions are less intensive than the approved Concept Plan. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties.

1. The proposed buildings will be buffered by proposed landscape.

C. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article 3.1.27.

1. The proposed development fills the gap for active adults housing needs, which is the recommended in the City's 2016 Master Plan for Land Use. The homes will be "age-targeted" ranch-style duplex housing units with a possible loft option.

D. City Council deviations (as the PSLR Overlay Concept Plan provides) substitute safeguards for each of the regulations and there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the Project for the purpose of achieving the objectives for the District as stated in the Planning Review Letter.

The following Conditions shall apply to the Development and the Land:

A. The Development shall include a connection to extensive pathway system within Providence park hospital campus to the east, as proposed.

B. Architectural standards of the City as shown on the Façade Plans submitted as part of the PSLR Overlay Concept Plan, with minor deviations to the percentage of asphalt shingles on the rear elevations to be approved by the City's façade consultant at the time of final site plan review. Final Façade plans shall be submitted for review with the final site plan and shall include information as to the type and extent of materials and features to be provided on all elevations.

C. The Development shall provide an access drive connection and additional public access points to the adjoining City Park (the "City Park") to the south as well as related parking benefits to the City Park in the form of 12 additional parking spaces as indicated in the 'Off-Site Access Road Exhibit' shared via e-mail dated April 20, 2018 attached as Exhibit B. Additional revisions to the road design may be required to address fire and emergency turn-around requirements at the time of preliminary site plan approval. To assist the public with City Park access, Developer is offering to include the City Park's name on their development sign along with the Project name on Wixom Road, or as alternate signage, and provide way finding signage, directing users to park access. The final layout and design of the access drive, parking spaces, location, format, and content of the park signage, woodland and wetland permit application shall be submitted for approval by the City, at the time of preliminary site plan review, and shall be within the City's sole discretion. Park improvements shall be constructed, and completed concurrent with on-site improvements

in accordance with the provisions of Chapter 26.5 of the City of Novi Code of Ordinances. The City will terminate the existing access easement over the City Park to the existing petroleum facility to the south of the Development, and will grant a replacement access easement in accordance with the approved plan for the City Park access.

D. The Developer shall provide an access easement on the north side of the proposed entry drive as shown on the Plan Suburban Low Rise Concept Plan for future connection capability to neighboring properties to eliminate multiple exits onto Wixom Road.

5. Developer acknowledges that, at the time of the execution of this Agreement, the Project has not yet obtained site plan, engineering, and other approvals required by ordinance or other regulation. Developer acknowledges that the Planning Commission and Engineering Division may impose additional conditions other than those contained in this Agreement during site plan reviews and approvals as authorized by law; provided, however, that such conditions shall not eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer, in the event Developer proceeds with development of the Project.

6. In the event the Developer or its respective successors, assigns, and/or transferees attempt to proceed, or do proceed, with actions to complete any improvement of the Land, or any portion of it, in any manner other than for the development and operation of the Project, as shown on the PSLR Overlay Concept Plan, or to use the Land in any manner inconsistent with this Agreement, the City shall be authorized to revoke all outstanding building permits and any certificates of occupancy issued for such building and use on the Land. In addition, any material violation of the City's Code of Ordinances by Developer 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's Code of Ordinances. A breach of this Agreement shall constitute a nuisance *per se*, which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by the Developer, in addition to any other relief to which it may be entitled at law or in equity, the City shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. The rights in this Paragraph 5 are in addition to the legal and equitable rights that the City has by statute, ordinance, or other law. In the event of a breach under this Paragraph, the City shall notify Developer of the occurrence of the breach and shall provide the Developer with a reasonable period of time to cure any such default and Developer shall cure such default during such period; provided, however, that in no event shall the notice period be less than 30 days.

7. By execution of this Agreement, Developer acknowledges that it has acted in consideration of the City approving the proposed use on the Land, and Developer agrees to be bound by the provisions of this Agreement, including the recitals and all exhibits attached hereto, which are incorporated by this reference and made a part of this Agreement.

8. Developer acknowledges and agrees that it has had the opportunity to have the PSLR Overlay Concept Plan and this Agreement reviewed by legal counsel. Developer has negotiated with City the terms of this Agreement and of the PSLR Overlay Concept Plan, and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer accepts and agrees to the final terms, conditions, requirements and obligations of the Agreement and the PSLR Overlay Concept Plan, and Developer shall not be permitted in the future to claim that the effect of the Agreement and PSLR Overlay Concept Plan results in an unreasonable limitation upon uses of all or a portion of the Land, or claim that enforcement of the Agreement and PSLR Overlay Concept Plan causes an inverse condemnation, other condemnation or taking of all or any portion of the Land. Developer and 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. Developer has offered and agreed to proceed with the undertakings and 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 Developer, all of which undertakings and obligations Developer and 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 objective of City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement and the PSLR Overlay Concept Plan are clearly and substantially related to the burdens to be created by the development and use of the Land under the approved PSLR Overlay Concept Plan and this Agreement, and are, without exception, clearly and substantially related to City's legitimate interests in protecting the public health, safety and general welfare. Nothing in this paragraph however limits Developer right to seek enforcement of this Agreement for City's breach of any of its terms.

9. This Agreement shall run with the Land and be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns, tenants and transferees. This Agreement shall be recorded with the office of the Oakland County Register of Deeds as to all affected parcels, and the approval of the proposed use shall not become effective until such recording has occurred. Thereafter, any development of the Land shall be in accordance with

this Agreement, the PSLR Overlay Concept Plan, and any approved site plans, unless an amendment to this Agreement is approved by the City pursuant to the Zoning Ordinance. Notwithstanding the above, the parties acknowledge that the existing uses on the Property may continue pursuant to the underlying zoning of the Property only until such time as development pursuant to this Agreement commences, and such existing uses will not be required to be abated. Commencement of the development shall be considered to have occurred when the initial permit for development has been requested. "Initial Permit," means a permit for mass grading, building foundations, or utilities, whichever occurs first.

10. This Agreement has been duly authorized by all necessary action of the Developer and the City.

11. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided by law.

12. In the event that there is a failure in any material respect by the Developer to perform any obligations required by this Agreement, the City shall serve written notice thereof setting forth such default and shall provide the Developer, as applicable, with a reasonable period of time to cure any such default and Developer, as applicable, shall cure such default or take reasonable commercial steps to commence and pursue such a cure during such period; provided, however, in no event, shall the notice period be less than 30 days.

13. 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.

14. This Agreement is intended as the complete integration of all understandings among the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or affect whatsoever, unless embodied herein in writing. Except for additional conditions imposed as part of the development approval process, as described in Section 4 above, this Agreement may be amended only as provided in the PSLR Overlay District ordinance, Section 3.21 of the City's Zoning Ordinance, including a writing signed by all parties to the Agreement.

15. The Zoning Board of Appeals shall have no jurisdiction over the Land or the application of this Agreement. Minor modifications to the PLSR Concept Plan may be made at the discretion of the Community Development Department, without the matter returning to the City Council. "Minor modifications" shall

mean and include those modifications that would meet the requirements listed in Section 6.1 of the Zoning Ordinance for administrative review.

16. It is understood by Developer that construction of some of the improvements included in the PSLR Overlay Concept Plan may require the approval of other governmental agencies, and that failure to obtain such approvals does not invalidate this Agreement or the PSLR Overlay Concept Plan.

17. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

18. The parties intend that this Agreement shall create no third-party beneficiary interest.

19. Where there is a question with regard to applicable regulations for a particular aspect of the development of the Project, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of this Agreement or the PSLR Overlay Concept Plan that apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances, that shall be applicable provided it finds that such determination is not inconsistent with the nature and intent of this Agreement. In the event of a conflict or inconsistency between the provisions of this Agreement and PSLR Overlay Concept Plan, the provisions of this Agreement shall govern and control. In the event of a conflict or inconsistency between the provisions of this Agreement and the PSLR Overlay Concept Plan on the one hand, and the applicable City ordinances on the other hand, the provisions of this Agreement and the PSLR Overlay Concept Plan shall govern and control.

20. Notwithstanding anything in this Agreement to the contrary:

(a) This Agreement shall not be binding on Pulte Homes (and the term "Developer" shall not include Pulte Homes) unless and until Pulte Homes acquires fee simple title to the Land. The obligations of the Developer set forth in this Agreement shall apply only to Pulte Homes and successor owners of the Land subsequent to conveyance of the Land to Pulte Homes or other successor, assign or transferee. Pulte Homes acknowledges, however, that the execution of this Agreement by Pulte Homes and its recording at the Oakland County Register of Deeds binds the Land as set forth in this Agreement.

(b) City agrees that as long as no construction or improvements have commenced with respect to the Project, if Pulte Homes does not acquire the Land, Pulte Homes and the City may terminate this Agreement.

21. This Agreement may be signed in counterparts.

THE UNDERSIGNED have executed this Agreement effective as of the day and year first written above.

Pulte Homes of Michigan, LLC a Michigan limited liability company

By: _____
Joe Skore
Its: Vice President of Land Acquisition

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this, 31 day of January, 2019, before me appeared Joe Skore, the Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company, who states that he has signed this document of his own free will, duly authorized on behalf of Pulte Homes of Michigan LLC, a Michigan limited liability company.

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

_____
Notary Public Deborah Altman
Acting in Oakland, County, Michigan
My Commission Expires: July 3, 2023.

[Signature continue on the following pages]

CITY OF NOVI, a Michigan municipal corporation

By: _____
Its: Robert J. Gatt, Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this, 10th day of APRIL, 2019, before me appeared _____ Robert J. Gatt, Mayor of The City of Novi, a _____, who states that he has signed this document of his own free will, duly authorized on behalf of the City of Novi.

_____
Notary Public
Acting in OAKLAND, County, Michigan
My Commission Expires: OCT 13, 2024

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF OAKLAND

Drafted by:
Gregory J. Gamalski
Bodman PLC
201 West Big Beaver Road, Suite 500
Troy, MI 48084

When Recorded Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

DESCRIPTION OF LAND

DESCRIPTION OF PARCEL 50-22-17-300-013

LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION AS PROVIDED:
PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 17, BEING ALSO THE CENTERLINE OF WIXOM ROAD, 66 FEET WIDE, NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 2010.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 17 AND PROCEEDING THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 117.64 FEET ALONG THE WEST LINE OF SECTION 17; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST 770.00 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 510.00 FEET TO A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 17; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST 1665.34 FEET ALONG SAID 1/4 LINE; THENCE SOUTH 0 DEGREES 07 MINUTES 10 SECONDS WEST 627.61 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 40 SECONDS WEST 2422.44 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION AS SURVEYED:
PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 17; THENCE N01°03'30"W, ALONG THE WEST LINE OF SAID SECTION 17, 2010.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE OF SECTION 17, N01°03'30"W 117.64 FEET; THENCE N89°39'40"E 770.00 FEET; THENCE N01°03'30"W 510.71 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17; THENCE N89°40'58"E, ALONG SAID EAST-WEST 1/4 LINE, 1665.34 FEET; THENCE S00°07'10"W 627.69 FEET; THENCE S89°39'40"W 2422.44 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 25.99 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO THAT PART NOW USED AS WIXOM ROAD.

EXHIBIT B

OFF-SITE ACCESS ROAD EXHIBIT

PULTE HOMES

WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN

OFF-SITE ACCESS ROAD EXHIBIT

AUGUST 30, 2017

SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

ATWELL

LEGEND

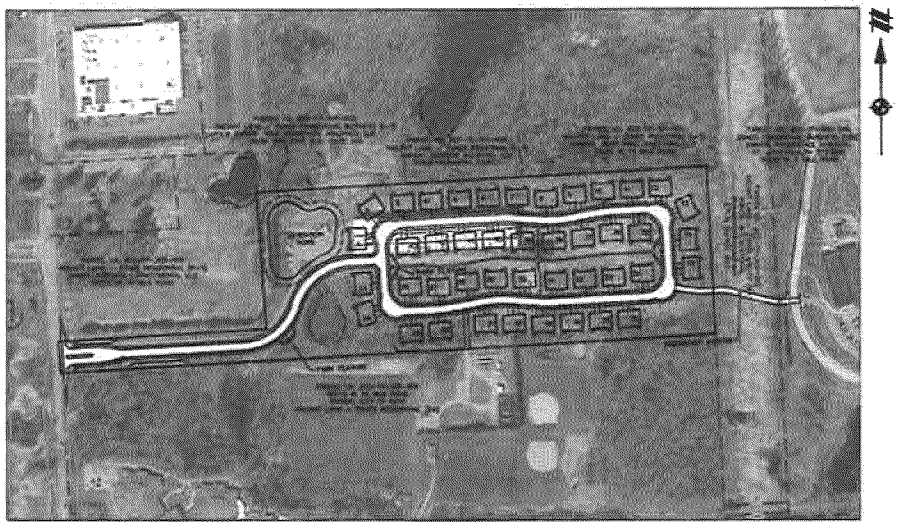
PRELIMINARY - NOT FOR CONSTRUCTION

APPROVED PSLR CONCEPT PLAN

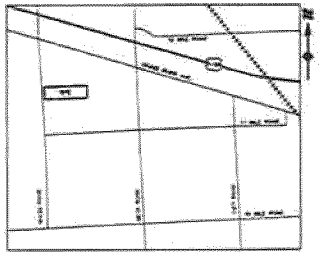
PSLR OVERLAY CONCEPT PLAN

THE VILLAS AT STONEBROOK

A PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY RESIDENTIAL COMMUNITY
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



SITE MAP
1" = 200'



LOCATION MAP
1" = 2000'

DEVELOPER/ APPLICANT
PULTE HOMES OF MICHIGAN LLC
100 BLOOMFIELD HILLS PARKWAY, SUITE 122
BLOOMFIELD HILLS, MICHIGAN 48304
CONTACT: JON SIKORA
PHONE: (248) 281-4031

ENGINEER
ATWELL, LLC
311 NORTH MAIN STREET
ANN ARBOR, MICHIGAN 48104
CONTACT: MATTHEW G. BUSHE, PE
PHONE: (734) 994-9100

LANDSCAPE ARCHITECT
ATWELL LLC
311 NORTH MAIN STREET
ANN ARBOR, MICHIGAN 48104
CONTACT: KATE BOND PLA
PHONE (734) 997-2719

SITE DATA

EXISTING ZONING	I-2 (w/ PSLR OVERLAY)
PROPOSED ZONING	I-2 (w/ PSLR OVERLAY)
GROSS SITE AREA	28.60 ACRES ±
R.O.W. AREA	5.35 ACRES ±
WETLANDS AREA	1.65 ACRES ±
NET SITE AREA	23.67 ACRES ±
PROPOSED UNITS	89 UNITS
# DETACHED UNIT DENSITY	6.5 DWA/ACRE (PER SECTION 4.75)
DENSITY - PROPOSED (GROSS)	3.7 DWA/ACRE ±
DENSITY - PROPOSED (NET)	3.8 DWA/ACRE ±
TOTAL OPEN SPACE AREA*	439,845 SF
USABLE OPEN SPACE AREA (SF AREA)*	124,000 SF (10.2 ACRES MIN)
MAXIMUM BUILDING COVERAGE	222,700 SF
VEHICULAR USE AREA COVERED (MAX)	12 % (20% MAX)

* EXCLUDES STORMWATER DETENTION BASINS, WETLANDS, AND ROADS R.O.W.

SETBACKS (MIN. TO BLDG.)**	25 FEET (MIN)	(STANDARD 30 FEET MIN)
SIDE - TO PROPERTY LINE (REAR)	20 FEET	(40 FEET MIN)
SIDE - TO PROPERTY LINE (FRONT)	20 FEET	(30 FEET MIN)
PARKING FRONT	20 FEET	(MIN)
PARKING SIDE	20 FEET	(MIN)
PARKING REAR	20 FEET	(MIN)

** DISTANCE FROM BUILDING

BUILDING SIZE		
HEIGHT	32 FEET	(30' MAX)
STORIES	2	(TYP)
FLOOR AREA PER UNIT	1,720 SF	(FLOORPLET UNIT)
PARKING		
PARKING SPACES (UNITS)	178 SPACES*	
PARKING SPACES (OTHER)	180 SPACES	(2 PER GARAGE, 2.5 PER UNIT)
TOTAL PARKING	358 SPACES	(2.00 PER UNIT, 2 PER 3 UNITS)

* TWO CAR GARAGE WITH DRIVEWAY PER RESIDENCE

GENERAL NOTES
1. ALL WORK SHALL CONFORM TO THE CITY OF NOVI'S CURRENT STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE APPROVED IN THIS PRO AGREEMENT.
2. THE CONTRACTOR MUST OBTAIN A PERMIT FROM THE CITY OF NOVI FOR ANY WORK WITHIN THE RIGHT-OF-WAY OF WIXOM ROAD
3. ALL PAVEMENT MARKINGS, TRAFFIC CONTROL SIGNS, AND PARKING SIGNS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

FIRE DEPARTMENT NOTES
1. ALL FIRE HYDRANTS AND WATER MAINS SHALL BE INSTALLED AND IN SERVICE PRIOR TO ABOVE FOUNDATION BUILDING CONSTRUCTION AS EACH PHASE IS BUILT.
2. ALL ROADS SHALL BE PAVED AND CAPABLE OF SUPPORTING 35 TONS PRIOR TO CONSTRUCTION ABOVE FOUNDATION
3. ADDRESS: ADDRESSES SHALL BE POSTED FACING THE STREET DURING ALL PHASES OF CONSTRUCTION. ADDRESSES SHALL BE A MINIMUM OF THREE INCHES IN HEIGHT ON A CONTRASTING BACKGROUND
4. PROVIDE 5'-6" DIAMETER OF CONCRETE FILLED STEEL POST 4" ABOVE FINISH GRADE AT EACH HYDRANT AS REQUIRED.
5. FIRE LANES SHALL BE POSTED WITH "FIRE LANE - NO PARKING" SIGNS IN ACCORDANCE WITH ORDINANCE 183.04 (a)

SHEET INDEX

01 COVER SHEET
02 EXISTING CONDITIONS
03 TREE LIST
04 WOODLAND WAIVER PLAN
05 LAYOUT PLAN
06 UTILITY PLAN
07 STORM WATER MANAGEMENT PLAN
08 LANDSCAPE PLAN
09 LANDSCAPE PLAN
10 LANDSCAPE PLAN
11 LANDSCAPE PLAN DETAILS
12 LANDSCAPE DETAILS
13 DETAIL SHEET

PROJECT NARRATIVE
"THE EXCLUSIVE WIXOM ROAD DEVELOPMENT FEATURES 43 DUPLEX DETACHED "ADAPTABLE STRUCTURE" RANCH-STYLE HOUSING UNITS. THE DEVELOPMENT IS LOCATED ON 28.6 ACRES ON THE EAST SIDE OF WIXOM ROAD BETWEEN WEST 11 MILE ROAD AND GRAND RIVER AVENUE IN THE CITY OF NOVI, OAKLAND COUNTY MICHIGAN. THE SITE IS CURRENTLY USED AS GENERAL INDUSTRIAL. THERE IS ONE DRIVEWAY WITH A SINGLE ACCESS POINT TO WIXOM ROAD. MOST OF THE PARCEL IS VOID OF VEGETATION OTHER THAN SOME LAWN AREA. THE NORTHERN PORTION OF THE SITE CONTAINS AN EXISTING INDUSTRIAL BUILDING AS WELL AS ASPHALT AND GRAVEL PARKING AREAS TO THE WEST. THE PARCEL HAS SEVERAL WETLAND AREAS AND A POND IN THE SOUTHEAST CORNER.

WHILE THE CURRENT ZONING AND FUTURE LAND USE DESIGNATION IS CURRENTLY INDUSTRIAL, THE PARCEL HAS AN EXISTING PSLR OVERLAY ASSOCIATED WITH IT. THIS OVERLAY ALLOWS FOR LOW-RISE MULTIPLE-FAMILY RESIDENTIAL USES AS A SPECIAL LAND USE. THE PROPOSED UNITS WILL BE AGE TARGETED, THERE IS AN EXISTING RESIDENTIAL DEVELOPMENT TO THE WEST OF THE SITE AND PROVIDENCE HOSPITAL IS TO THE EAST.

WITH JUST OVER 10 ACRES OF OPEN SPACE, THE DEVELOPMENT WILL BE NESTLED WITHIN A PARK LIKE SETTING. THE DEVELOPMENT WILL BE SERVICED BY PUBLIC UTILITIES AND A PRIVATE ROADWAY.

THE PROPOSED PLANNED SUBURBAN LOW-RISE OVERLAY PROPOSES THE FOLLOWING COMMUNITY BENEFITS:

- 10 ± ACRES (38.8%) OF OPEN SPACE CONTIGUOUS TO SURROUNDING AREA
- WALKING PATHS AND PARK FEATURES - BOTH ON-SITE AND OFF-SITE

PROPOSED PSLR OVERLAY DEVIATIONS
1. SITE FRONTAGE - SITE FRONTS ON A SECTION LINE PUBLIC ROAD
2. LANDSCAPE BUFFER - NO BERM IS PROVIDED BETWEEN THE SITE AND WIXOM ROAD
3. ACCESS - PROPOSED DRIVEWAYS ARE CONNECTED TO PROPOSED PRIVATE DRIVE
4. BUILDING SETBACK - (1) MINIMUM BUILDING TO BUILDING DISTANCE
5. STUB STREETS - NO SECONDARY STUB STREET IS BEING PROVIDED (PER CITY OF NOVI ZONING ORDINANCE APPENDIX C SECTION 4.04)
6. SIDEWALKS - MINIMUM DISTANCE OF 12.5 FEET FROM BACK OF CURB TO OUTSIDE EDGE OF SIDEWALK (15 FEET REQUIRED PER ENGINEERING DESIGN MANUAL SECTION 7.4.2.C.1)
7. DRIVE "APRON" - (1) TAPER DEPTH
8. BOULEVARD ISLAND LENGTH - 100' BOULEVARD (WITHIN THE CITY'S ACCEPTABLE VALUE RANGE PER FIGURE 7.3)

PRELIMINARY - NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

ATWELL
ATWELL, LLC
311 N. MAIN ST., SUITE 100
ANN ARBOR, MI 48104
(734) 994-9100

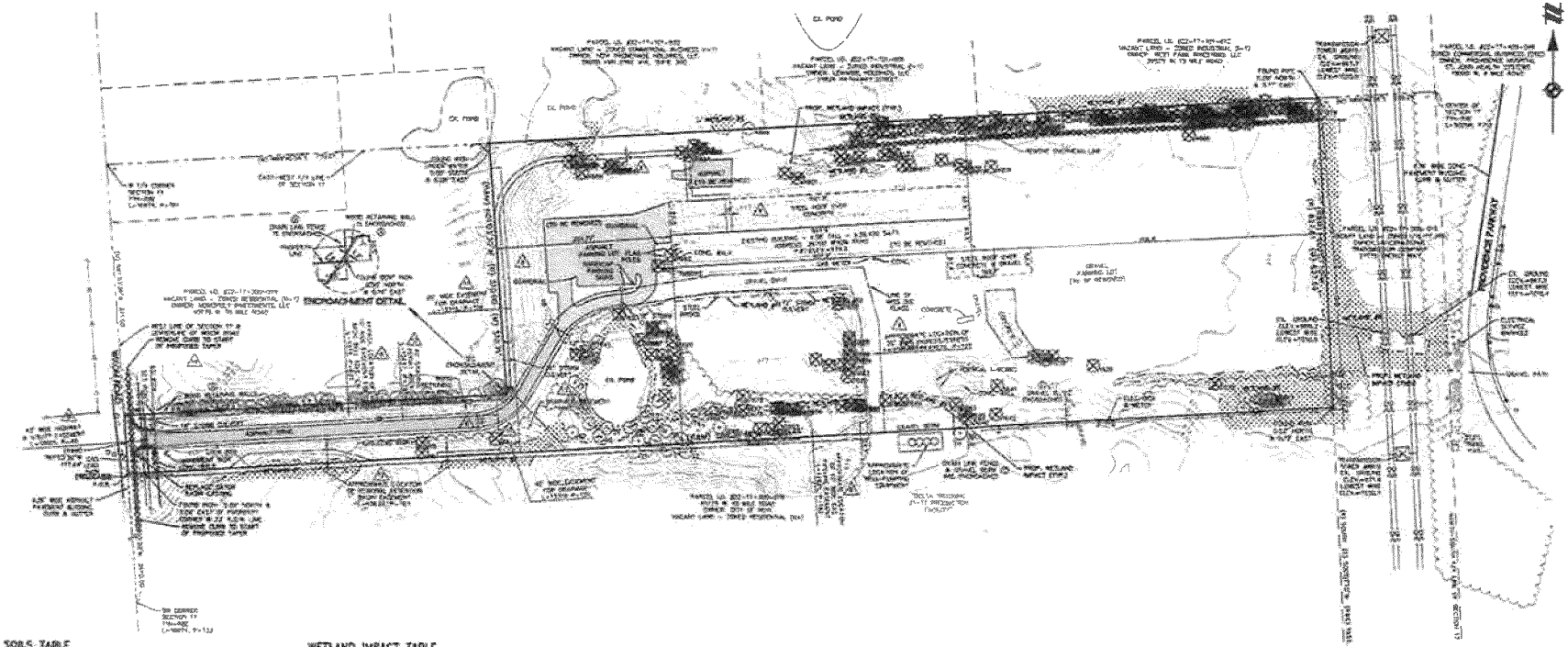
SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
COVER SHEET

DATE: AUGUST 30, 2017

REVISIONS

SCALE: H: 1" = 100' V: 1" = 20'
DR: A. ZIA
CK: B. BUSHE
P.M.: B. ANDERSON
BOOK: ---
JOB: 17000033
SHEET NO. 01

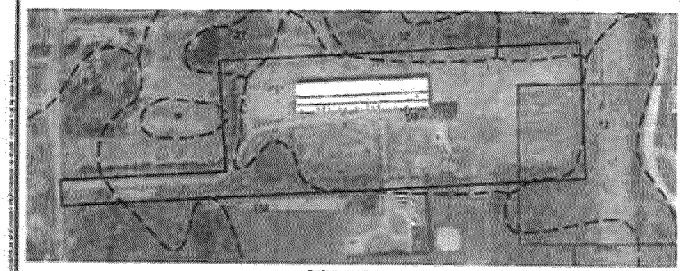


SOILS TABLE

Map unit symbol	Map unit name	Depth to Water Table Rating (feet)	Flood Frequency	Ponding Frequency
559	Cassicamp loam, 3 to 6 percent slopes	18	None	None
33	Brookston and Colwood loams	0	None	Frequent
77	Houghton and Adrian muck	0	None	Frequent
78	Lichen Land			
W	Water			

WETLAND IMPACT TABLE

Wetland ID	MDEQ Regulated (Yes/No)	City Regulated (Yes/No)	Wetland Area (Acres)	Wetland Impact Area (Acres)	Overhead Impact Area (Acres)	Wetland Mitigation Required (Acres)
1	Yes	Yes	0.198	0	0.01	0
2	Yes	Yes	0.189	0.143	0.02	0
3	Yes	Yes	0.48	0	0.01	0
4	Yes	Yes	0.03	0	0.03	0
5	Yes	Yes	47.83	0	0.23	0
6	Yes	Yes	0.32	0.243	0.06	0
7	Yes	Yes	42.89	0	0.25	0
8	Yes	Yes	0.06	0	0.06	0
9	Yes	Yes	0.84	0	0.06	0
10	Yes	Yes	0.62	0.397	0.15	0.59
11	Yes	Yes	0.21	0.16	0.04	0.24
12	Yes	Yes	0.46	0.345	0.09	0.52
13	Yes	Yes	0.46	0.345	0.09	0.52
14	Yes	Yes	0.46	0.345	0.09	0.52
Total (Acres)			49.362	2.04	1.38	
MITIGATION RATIO				1.5		
EST. WETLAND MITIGATION				3.06		



SOILS MAP
1" = 200'

TITLE COMMITMENT REFERENCE NUMBER	DESCRIPTION	STATUS ON PLAT	AFFECT ON PROPERTY
1	Any claim, right, interest, or easement that arises now by the Public Records but that would be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.	NOT SHOWN	AFFECTS PARCEL
2	Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.	NOT SHOWN	AFFECTS PARCEL
3	Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and not limited to the items listed in Liber 19291, page 752.	SHOWN	AFFECTS PARCEL
4	Any rights, interests, or claims which exist or are asserted by the owners of any utility facility which is located on the land but which cannot be disclosed by the Public Records.	NOT SHOWN	AFFECTS PARCEL
5	Any claim that any portion of the land is tidal land, or subject to the ebb and flow of the tide.	NOT SHOWN	AFFECTS PARCEL
6	Rights of the public, the state and any political subdivision in any part of the land taken, used or granted for streets, roads or highways.	NOT SHOWN	AFFECTS PARCEL
7	Any service, installation, connection, maintenance, construction, assessment or boundary adjustment charges arising by reason of the property being located within the boundaries of Oakland County Water Resources Commissioner's Drainage District.	NOT SHOWN	AFFECTS PARCEL
8	The covenant of the Grantor, and a Grantee and successors in interest, by acceptance of a Quit Claim Deed recorded in Liber 19291, page 752, Oakland County Records, to maintain a 100 foot wide buffer strip of natural vegetation, as measured from the ordinary high water mark of the Clinton River, Drainage Ditches and Tributaries of said Lake, and as shown on the Boundary and Topographic Survey dated September 18, 2012, prepared by Atwell, LLC, Project No. 11000183.	NOT SHOWN	AFFECTS PARCEL
9	Terms, conditions, obligations and rights of ingress and egress as contained in Grant of Easement recorded in Liber 19291, page 752, Oakland County Records.	NOT SHOWN	AFFECTS PARCEL
10	Rights of the owners of buildings and structures on the land and the Grantee and successors in interest, by acceptance of Easement, and their respective successors in interest, to maintain, repair, replace, use and occupy the existing buildings and structures as located on the land, as shown on the Boundary and Topographic Survey dated September 18, 2012, prepared by Atwell, LLC, Project No. 11000183.	SHOWN	AFFECTS PARCEL
11	Any rights, interests or claims which exist or are asserted by the owners of any utility facility which is located on the land but which cannot be disclosed by the Public Records as disclosed by instrument recorded in Liber 19291, page 752 and Easement recorded in Liber 19291, page 756, both Oakland County Records. This commitment is limited to a one thousand dollar ($1,000.00) liability.	SHOWN	AFFECTS PARCEL

TITLE COMMITMENT REFERENCE NUMBER	DESCRIPTION	STATUS ON PLAT	AFFECT ON PROPERTY
A	Highway or public purpose in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 19291, page 42.	SHOWN	AFFECTS PARCEL
A1	Drainage Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 19291, page 752.	SHOWN	AFFECTS PARCEL
A2	Regional Detention Pond Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 19291, page 752.	SHOWN	AFFECTS PARCEL
A3	Drainage Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 19291, page 752.	SHOWN	AFFECTS PARCEL
A4	Any rights, title, interest, or claims thereof in or to any portion of the land taken, used or granted for streets, roads or highways.	SHOWN	AFFECTS PARCEL
A5	The following matters as contained in an Access Easement Recorded in Liber 19291, page 752, Oakland County Records: a. Terms, provisions, obligations and rights of ingress and egress. b. Terms and provisions relating to the maintenance, repair, and property taxes. c. Terms, provisions, obligations and rights of ingress and egress. d. Terms and provisions relating to the maintenance, repair, and property taxes. e. Terms and provisions relating to the maintenance, repair, and property taxes.	SHOWN	AFFECTS PARCEL
A6	Any rights, interests or claims which exist or are asserted by the owners of any utility facility which is located on the land but which cannot be disclosed by the Public Records as disclosed by instrument recorded in Liber 19291, page 752, Oakland County Records.	NOT SHOWN	AFFECTS PARCEL
A7	Rights of the owners of buildings and structures on the land and the Grantee and successors in interest, by acceptance of Easement, and their respective successors in interest, to maintain, repair, replace, use and occupy the existing buildings and structures as located on the land, as shown on the Boundary and Topographic Survey dated September 18, 2012, prepared by Atwell, LLC, Project No. 11000183.	NOT SHOWN	AFFECTS PARCEL
A8	Rights of riparians, if any, under any unrecorded leases.	NOT SHOWN	AFFECTS PARCEL
A9	Lien for deliverability, value or taxes/ charges, if any	NOT SHOWN	AFFECTS PARCEL

NOTES

1. SURVEY INFORMATION PROVIDED BY DRAKE-WILSON, DATED 07-13-17.
2. BEARINGS ARE BASED ON NGVD BEARING OF NORTH 00°19'W ALONG THE WEST LINE SECTION 17 PER RECORD LEGAL DESCRIPTION.
3. SOILS INFORMATION REFERENCED FROM WSHM MAP. NOT SOILS SURVEY, ASSUMED 2870.
4. ALL ON-SITE ASPHALT, GRAVEL AND STRUCTURES SHALL BE REMOVED.
5. CITY REGULATED WOODLAND LIMITS HAVE BEEN DETECTED PER CITY WOODLAND MAPS.
6. CONTOUR INFORMATION REFERENCED FROM COUNTY GIS SYSTEMS.

LEGAL DESCRIPTION AS SURVEYED

PART OF THE SOUTHWEST 1/4 OF SECTION 17, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE NORTH 00°19'00" WEST 1320.00 FEET ALONG THE WEST LINE OF SAID SECTION 17; THENCE NORTH 89°41'00" EAST 1320.00 FEET; THENCE SOUTH 00°19'00" EAST 1320.00 FEET; THENCE SOUTH 89°41'00" WEST 1320.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 23.996 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO THAT PART NOW USED AS TAFT ROAD.

SURVEY NOTES

1. UTILITY INFORMATION SHOWN IS FROM OBSERVED EVIDENCE ONLY. CONTACT MISS DIG PRIOR TO ANY CONSTRUCTION OR EARTHWORK.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 26125C0376F DATED SEPTEMBER 23, 2006 AND 26125C0357F DATED SEPTEMBER 29, 2006, THE SUBJECT PARCEL IS LOCATED IN ZONE "X" WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

WETLAND NOTES

WETLAND DELINEATION PERFORMED ON JUNE 20, 2017

LEGEND

	BOUNDARY LINE		EXIST. CATCH BASIN
	EXIST. EASEMENT		EXIST. DITCH - MUNICIPALITY
	SECTION LINE		EXIST. HYDRANT
	BOUNDARY/PROPERTY LINE		EXIST. VALVE
	PARCEL COMBINE		EXIST. DECIDUOUS TREE(S)
	PARCEL SPLIT		EXIST. UNDEFINED VEGETATION
	EXIST. CURB AND GUTTER		EXIST. SIGN
	EXIST. FENCE		EXIST. LIGHT POLE
	EXIST. OVERHEAD		EXIST. UTILITY POLE
	EXIST. BUILDING		
	EXIST. SOIL BORINGS		EXIST. REGULATED WETLAND
	EXIST. WELL (TYP.)		EXIST. WETLAND BUFFER
	EXIST. TREE		EXIST. NON-REGULATED WETLAND
	EXIST. WATER MAIN		
	EXIST. SANITARY		
	EXIST. STORM		
	EXIST. OVERHEAD UTIL. LINE		

THIS DRAWING IS NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

ATWELL
ATWELL, LLC
2846 E. GRAND RIVER
HOWELL, MI 48843
(517) 548-1000
www.atwell-group.com

PULTE HOMES
WIXOM ROAD
MIXED-USE DEVELOPMENT
PSLR OVERALL CONCEPT PLAN

EXISTING CONDITIONS

SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

AUGUST 30, 2017

SCALE: 1" = 120 FEET
DRN. JCH CHK.
P.M. M. ANDERSON
JOB NO. 11000183
SHEET NO. 02

PRELIMINARY, NOT FOR CONSTRUCTION

CLIENT

PULTE HOMES

WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN

TREE LIST

SECTION 17

TOWN 01 NORTH, RANGE 08 EAST

CITY OF NOVI

OAKLAND COUNTY, MICHIGAN

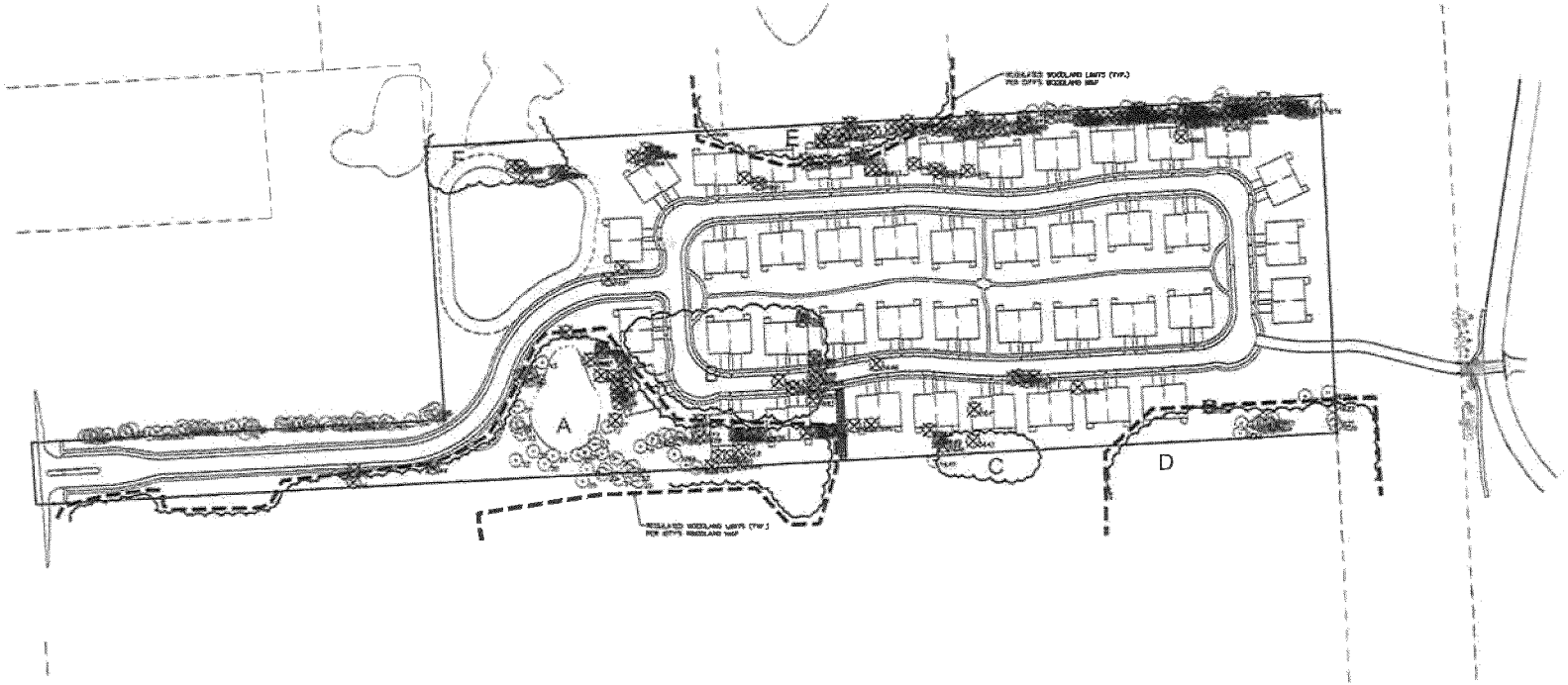
ATWELL

866.850.4200 www.atwell-group.com

DATE
AUGUST 30, 2017

SCALE: 1" = 150 FEET

SHEET NO.
08



Vegetation Zones

Zone	Quality	Species
A	Low	Young Cottonwood and Black Willow
B	Low	Open Field with Scattered Young Cottonwood
C	Low	Young Cottonwood
D	Low	Medium Sized Cottonwood and Black Willow
E	Low	Young Cottonwood and Black Willow
F	Low	Young Cottonwood

LEGEND

PRELIMINARY - NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

ATWELL

PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
WOODLAND ANALYSIS

SECTION 27
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

DATE: August 30, 2017

SCALE: 1" = 100 FEET

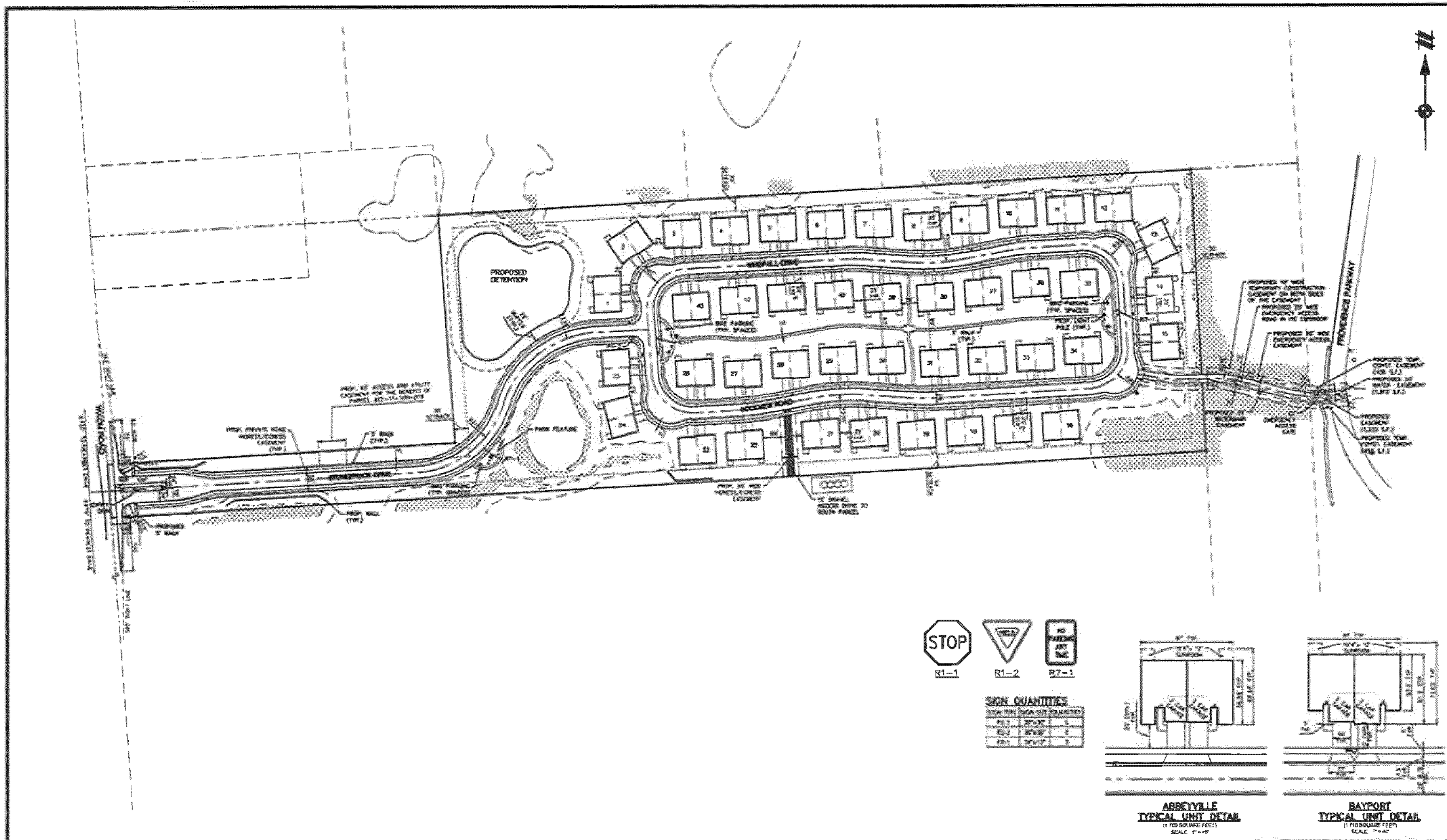
DR. JDA CK. KB

P.M. M. ANDERSON

WORK:

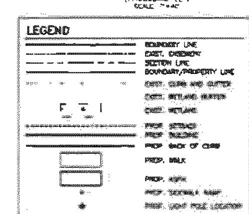
JOB 12000033

SHEET NO. 04



LAYOUT NOTES

1. THE PROPOSED DEVELOPMENT IS PLANNED TO BE DEVELOPED USING THE CITY'S PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY DEVELOPMENT OPTION, UNDER OVERLAY SPECIAL USE APPROVAL ALLOWING FOR "LOW-RISE MULTIPLE-FAMILY" RESIDENTIAL USES.
2. THE PURPOSE OF THIS CONCEPT PLAN SUBMITTAL IS FOR PRELIMINARY ZONING REVIEW WITH THE CITY, IN ACCORDANCE WITH THE EXISTING PSLR OVERLAY.
3. THE DEVELOPMENT WILL CONTAIN PRIVATE ROADS. THE PROPOSED CONNECTION WILL BE COORDINATED WITH THE CITY OF NOVI.
5. SEE DETAIL SHEET FOR ...
7. NO ON-STREET PARKING IS PROPOSED. UNIT GARAGE AND DRIVE WAY PARKING EXCEEDS CITY PARKING REQUIREMENTS.
8. THE TOTAL PROPOSED SQUARE FOOTAGE OF EACH DWELLING UNIT IS SHOWN ON THE TYPICAL UNIT DETAIL SHOWN ON THIS SHEET.
9. PROPOSED TO BE SERVED BY PUBLIC SEWER AND WATER. THE LOCATIONS OF THE EXISTING WATER AND SEWER AS SHOWN ARE APPROXIMATE. FIRE PROTECTION IN ACCORDANCE WITH CITY OF NOVI STANDARDS WILL BE DEPICTED ON SUBSEQUENT SUBMITTALS.
10. STORM WATER MANAGEMENT IS PROPOSED TO BE ADDRESSED THROUGH THE CONSTRUCTION OF A DETENTION BASIN AS SHOWN. REFER TO THE GRADING AND DETAILS SHEET FOR CONCEPTUAL SIZING CALCULATIONS. THE STORM WATER OUTLET IS CURRENTLY PLANNED TO BE DETAINED FOR THE 100-YEAR EVENT ON-SITE AND THEN DIRECTED TO THE REGIONAL DETENTION BASIN TO THE SOUTH.



PRELIMINARY - NOT FOR CONSTRUCTION

ATWELL

SECTION 17

CITY OF NOVI

OAKLAND COUNTY, MICHIGAN

PULTE HOMES

WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN

LAYOUT PLAN

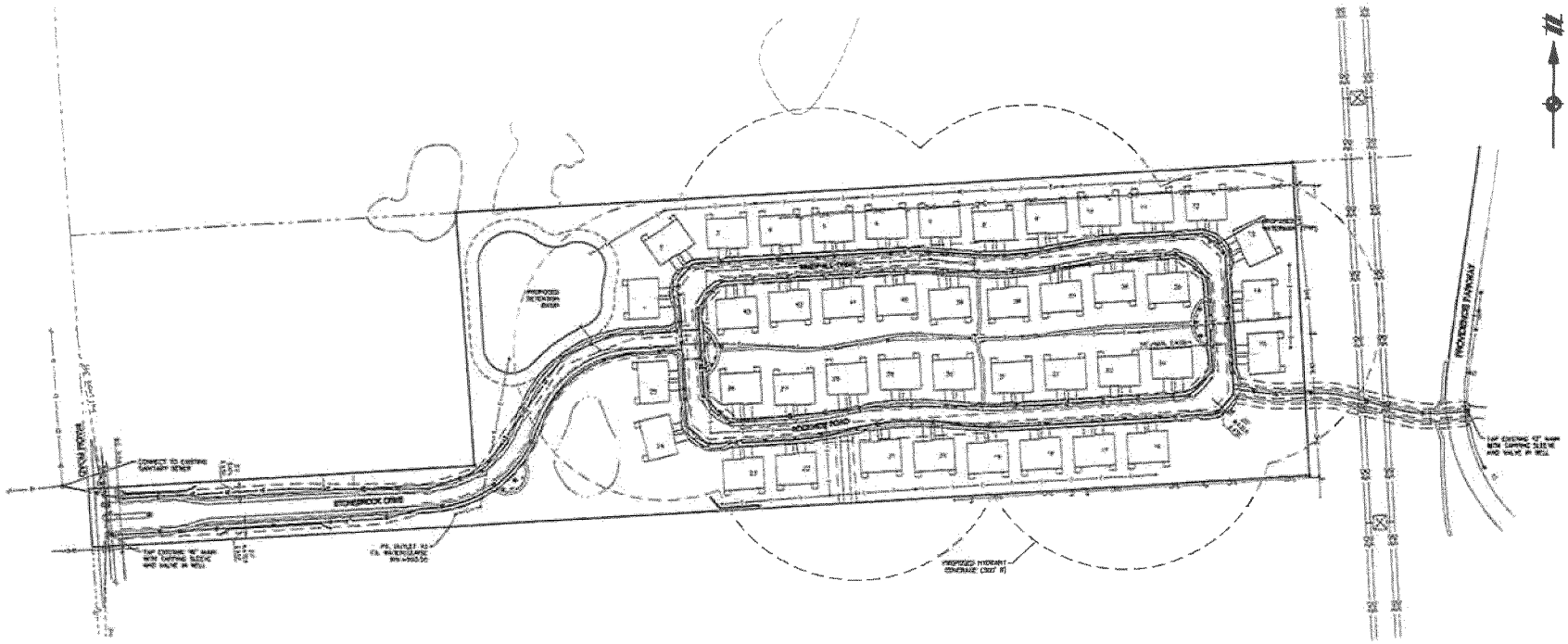
AUGUST 30, 2017

1" = 100 FEET

P.M. W. ANDERSON

JOB 17000923

SHEET NO. 05



UTILITY NOTES

1. ALL SANITARY SEWER PIPE SHALL BE AT LEAST SDR-26.
2. ALL WATER MAIN LEADS SHALL BE AT LEAST CL 350.

SANITARY SEWER BASIS OF DESIGN

No of Units			88 Units 88 R.E.U.
No of Users per Unit:			3.2 Persons
Total Expected Population Served:			275 Persons
Average Daily Flow (per capita):			100 G.P.D.
Peaking Factor:			4.00
Average Flow:		POP * 100 =	27,500 G.P.D. = 19.1 G.P.M. = 0.043 C.F.S.
Peak Flow:	27,500	* 4 =	110,000 G.P.D. = 76.4 G.P.M. = 0.170 C.F.S.
Pipe Capacity:	8	in. diameter	As = 0.349 sf
	0.40%	slope	R= 0.667 ft
	0.013	Manning's 'n'	
		Manning's Capacity =	0.789 C.F.S.
		Velocity Flowing Full =	2.26 F.P.S.

LEGEND

EASEMENT LINE	EXIST. CULVERT
EXIST. CANOPY	EXIST. CATCH BASIN/INLET
SECTION LINE	EXIST. HYDRANT
BOUNDARY/PROPERTY LINE	EXIST. VALVE
EXIST. CONTOUR	EXIST. SANITARY SEWER
EXIST. CURB AND GUTTER	PROP. SETBACK
EXIST. FENCE	PROP. BUILDING
EXIST. DRIVE	PROP. BUILDING ENTRANCE
EXIST. BUILDING	PROP. WALL
EXIST. METHANE	PROP. PARKING TOTAL
EXIST. METHANE SUPER	PROP. BACK OF CURB
EXIST. OVERHEAD ELEC. LINE	PROP. ASPHALT
EXIST. OVERHEAD TELE. LINE	PROP. LOT LINE
EXIST. CABLE LINE	PROP. PARKING STRIPE
EXIST. UNDERGROUND UNKNOWN	PROP. CONTOUR
EXIST. GAS	PROP. TILT FENCE
EXIST. STORM	PROP. STORM SEWER
EXIST. WATER MAIN	PROP. SANITARY
EXIST. SANITARY	PROP. WATER MAIN
	PROP. END SECTION
	PROP. CATCH BASIN/INLET
	PROP. WATER VALVE
	PROP. FIRE HYDRANT
	PROP. MANHOLE
	PROP. ACCESS PATH

PRELIMINARY - NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

ATWELL

SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

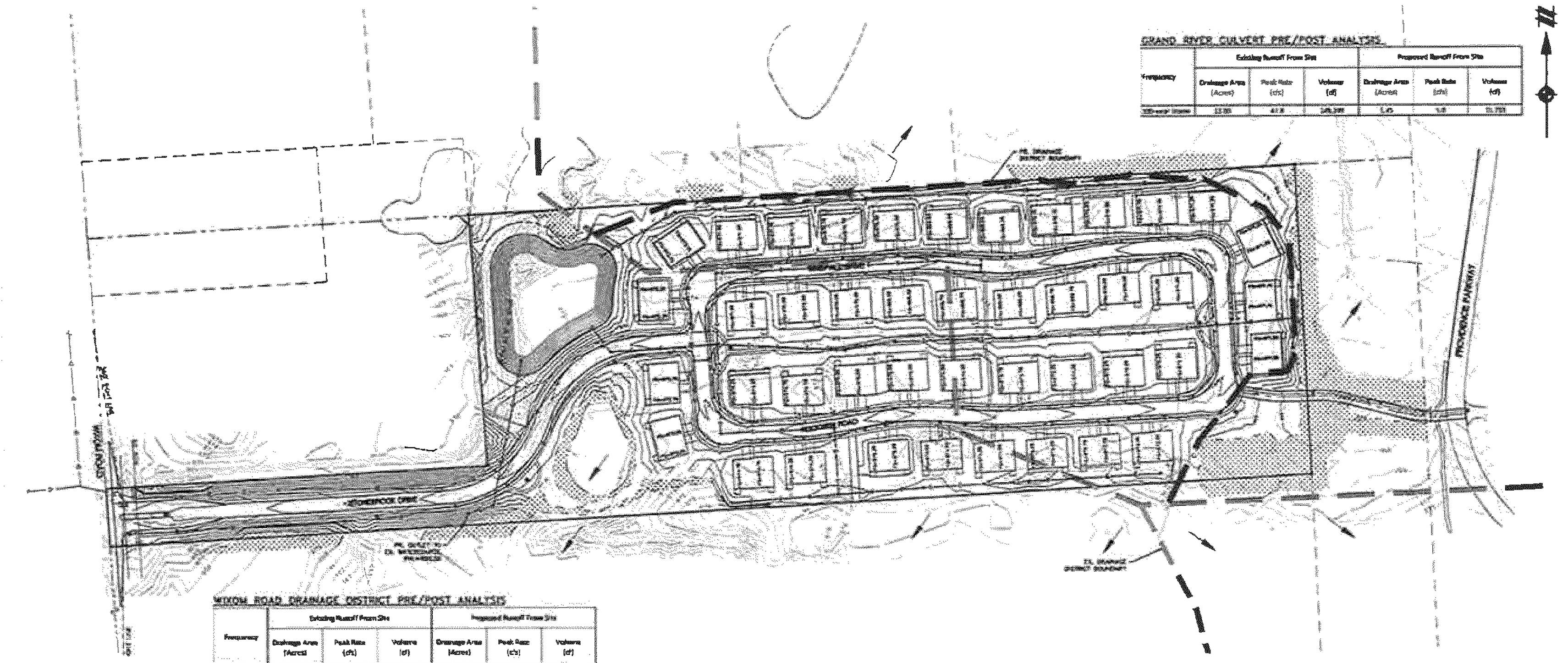
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
UTILITY PLAN

AUGUST 30, 2017

1" = 100 FEET

DR. J. CK. RB
P.M. M. ANDERSON
CHECK ---
APP. TOWNSHIP

SHEET NO.
08



GRAND RIVER CULVERT PRE/POST ANALYSIS

Frequency	Existing Runoff From Site			Proposed Runoff From Site		
	Drainage Area (Acres)	Peak Rate (cfs)	Volume (cf)	Drainage Area (Acres)	Peak Rate (cfs)	Volume (cf)
100-year Storm	13.85	47.8	249,389	1.45	5.8	11,733

WIXOM ROAD DRAINAGE DISTRICT PRE/POST ANALYSIS

Frequency	Existing Runoff From Site			Proposed Runoff From Site		
	Drainage Area (Acres)	Peak Rate (cfs)	Volume (cf)	Drainage Area (Acres)	Peak Rate (cfs)	Volume (cf)
100-year Storm	14.00	62.5	94,453	24.15	27.3	171,130

CONCEPTUAL STORM WATER CALCULATIONS

[illegible]

C FACTOR CALCULATION

	Area (ac)	C Factor	C x A
Pond	1.03	1	1.03
Impervious	4.08	0.90	0.74
Pervious	7.19	0.36	2.73
		Overall C Factor =	0.70

DRAINAGE NARRATIVE

THE SITE IS CURRENTLY SPLIT BETWEEN TWO DRAINAGE DISTRICTS. THE WEST SIDE OF THE SITE IS PART OF THE WIXOM ROAD DRAINAGE DISTRICT AND THE EAST SIDE DRAINS TO THE GRAND RIVER CULVERT. HISTORICALLY, IT IS UNDERSTOOD THAT THE GRAND RIVER CULVERT HAS HAD TROUBLE HANDLING THE QUANTITY OF RUNOFF DIRECTED TO IT. WITH THE NEW DEVELOPMENT, THE MAJORITY OF SITE RUNOFF WILL BE CAPTURED, DETAINED, AND RELEASED SOUTH INTO THE WIXOM ROAD DRAINAGE DISTRICT. THE PROPOSED PLAN REDUCES THE VOLUME OF WATER BEING DIRECTED TO THE GRAND RIVER CULVERT AS WELL AS REDUCING THE RUNOFF RATE TO THE WIXOM ROAD DRAINAGE DISTRICT BY [illegible] OF SITE.

MAINTENANCE SCHEDULE

THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION BASIN. MAINTENANCE SHOULD BE PERFORMED FOLLOWING ANY STORM AND SHOULD INCLUDE:

1. CHECKING THE DEPTH OF SEDIMENT DEPOSIT TO ENSURE THE CAPACITY OF THE BASIN IS ADEQUATE FOR STORM WATER AND SEDIMENT DEPOSITION AND FOR THE REMOVING OF SEDIMENT.
2. CHECKING THE BASIN FOR PIPING, SEEPAGE OR OTHER MECHANICAL DAMAGE.
3. CHECKING FOR THE PRESENCE OF ANY SOIL CAKING, WHICH WOULD PREVENT PROPER DRAINAGE FROM THE BASIN.
4. CHECKING THE OUTFALL TO ENSURE DRAINAGE IS NOT CAUSING ANY CORROSIVE VELOCITIES AND TO ENSURE THE OUTLET IS NOT CLOGGED.
5. ANY PROBLEM DISCOVERED DURING THE MAINTENANCE CHECKS SHOULD BE ADDRESSED IMMEDIATELY.
6. SEDIMENT REMOVED DURING CLEANING SHOULD BE PLACED AT AN UPLAND AREA AND STABILIZED SO THAT IT DOES NOT RE-ENTER THE DRAINAGE COURSE.

LEGEND

BOUNDARY LINE		EXIST. CULVERT	
EXIST. EASEMENT		EXIST. CATCH BASIN/INLET	
SECTION LINE		EXIST. HYDRANT	
BOUNDARY/PROPERTY LINE		EXIST. VALVE	
EXIST. CONTOUR		EXIST. SANITARY SEWER	
EXIST. CURB AND GUTTER		PROP. SETBACK	
EXIST. FENCE		PROP. BUILDING	
EXIST. GRAVEL		PROP. BUILDING ENVELOPE	
EXIST. BUILDING		PROP. WALL	
EXIST. WETLAND		PROP. PARKING STRIPE	
EXIST. WETLAND BUFFER		PROP. BACK OF CURB	
EXIST. OVERHEAD ELEC. LINE		PROP. ASPHALT	
EXIST. OVERHEAD TELE. LINE		PROP. LOT LINE	
EXIST. CABLE LINE		PROP. PARKING STRIPE	
EXIST. UNSPECIFIED UTILITIES		PROP. CONTOUR	
EXIST. GAS		PROP. SILT FENCE	
EXIST. STORM		PROP. STORM SEWER	
EXIST. WATER MAIN		PROP. SANITARY	
EXIST. SANITARY		PROP. WATER MAIN	
PROP. OVERALL DRAINAGE AREA		PROP. END SECTION	
		PROP. CATCH BASIN/INLET	
		PROP. WATER VALVE	
		PROP. FIRE HYDRANT	
		PROP. MANHOLE	

PRELIMINARY - NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

ATWELL

PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
STORM WATER MANAGEMENT
AND GRADING PLAN

SECTION 17
TOWN 01 NORTH RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

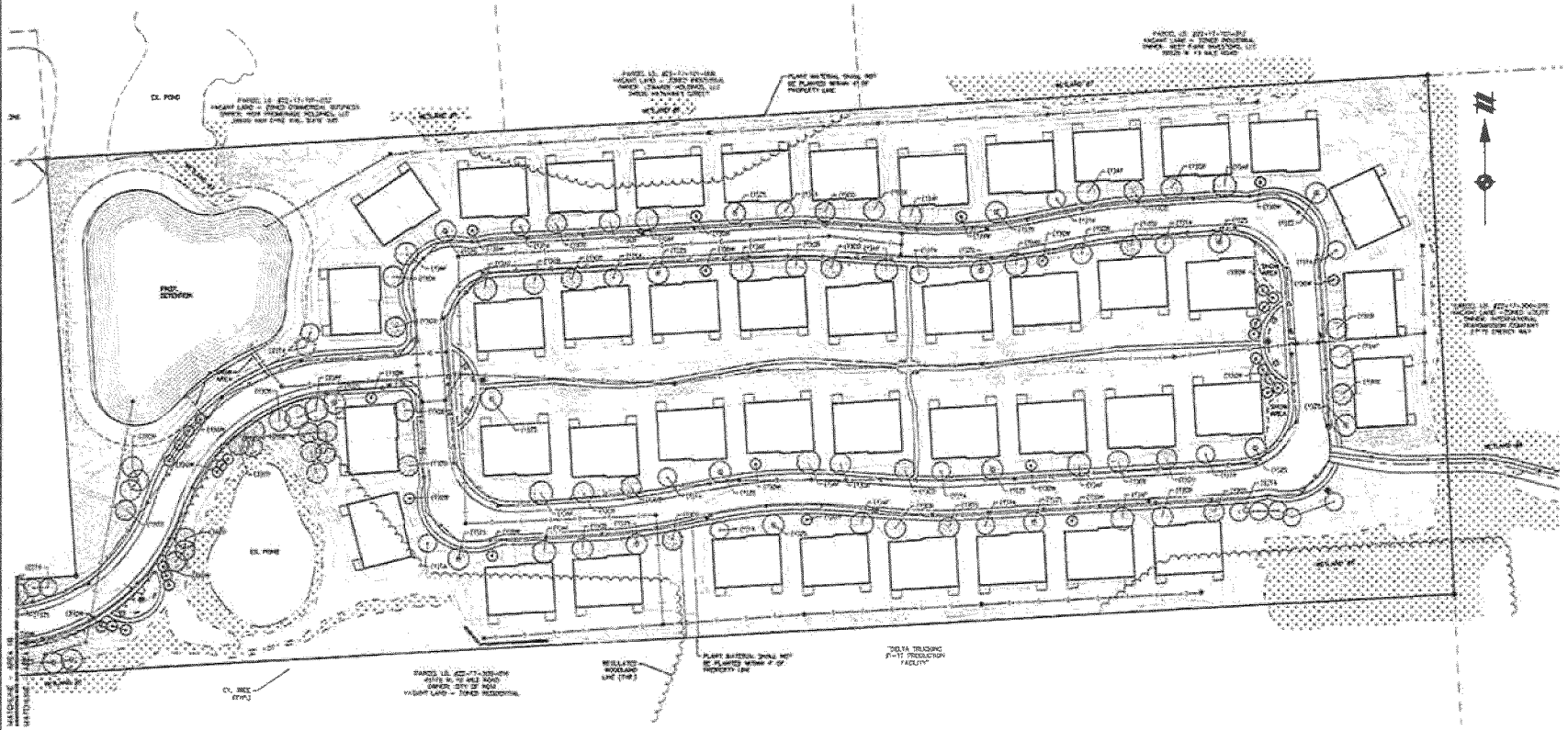
DATE AUGUST 30, 2017

SCALE 1" = 100 FEET

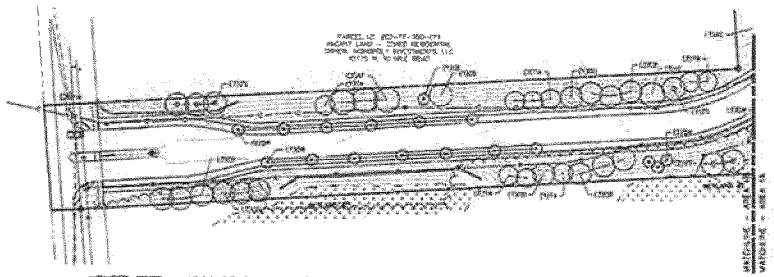
P.M. R. ANDERSON

JOB 17000933

SHEET NO. 07



STREET TREE LANDSCAPE PLAN – AREA 1A



STREET TREE LANDSCAPE PLAN – AREA 1B

STREET TREE REQUIREMENTS

NOTE:

1. ALL EXISTING OVERHEAD UTILITIES SHALL REMAIN ON THE SITE.
2. ALL TREES ARE TO BE PLANTED AT LEAST 10 FEET FROM DRIVEWAYS OR UTILITY STRUCTURES.

SEE SHEET 12 FOR MASTER PLANT LIST

PREPARED BY KATE BOND, PLA 1265

LEGEND

	BOUNDARY LINE		PROP. SETBACK
	EASEMENT/PROPERTY LINE		PROP. BUILDING
	EXIST. CONTOUR		PROP. WALL
	EXIST. CURB AND GUTTER		PROP. PARKING STRIPE
	EXIST. FENCE		PROP. EDGE OF CURB
	EXIST. SIDEWALK		PROP. SIDEWALK
	EXIST. WETLAND		PROP. SILT FENCE
	EXIST. WETLAND BUFFER		PROP. STORM SEWER
	EXIST. STORM		PROP. SANITARY
	EXIST. WATER MAIN		PROP. WATER MAIN
	EXIST. MANHOLE		PROP. END SECTION
	EXIST. CULVERT		PROP. CATCH BASIN/INLET
	EXIST. CATCH BASIN/INLET		PROP. TRACER VALVE
	EXIST. HYDRANT		PROP. FIRE HYDRANT
	EXIST. VALVE		PROP. LIGHT POLE
	EXIST. SANITARY SEWER		

PRELIMINARY - NOT FOR CONSTRUCTION

Know what's below. Call before you dig.

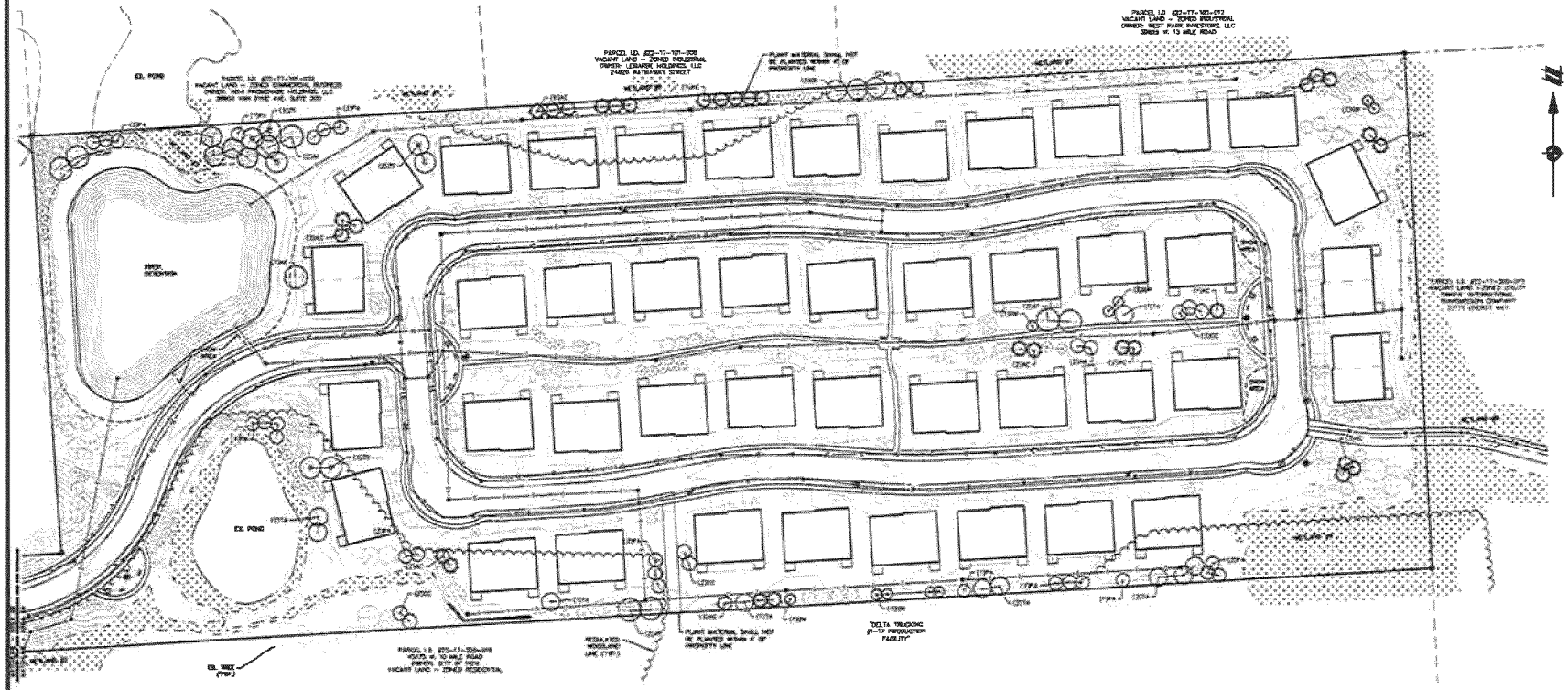
ATWELL
248.447.2000 www.atwell-group.com

SECTION 17
TOWN 1N, RANGE 8E EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

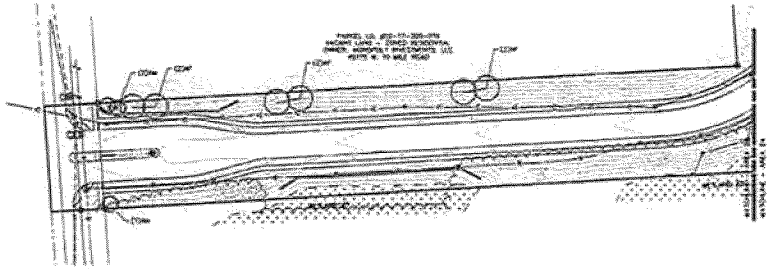
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
LANDSCAPE PLAN

AUGUST 30, 2017

SCALE: 1" = 80 FEET
DR. J. TOMPKINS
CH. M. ANDERSON
JOB NO. 17000933
SHEET NO. 08



TREE REPLACEMENT LANDSCAPE PLAN – AREA 2A



TREE REPLACEMENT LANDSCAPE PLAN – AREA 2B

TREE REPLACEMENT REQUIREMENTS

Replacement Trees	Required	Proposed	Notes
	338 trees based on City of Novi replacement ratio	338 trees (min of canopy, evergreen and sub-canopy)	Trees to be removed, the size, and the replacement ratio for each, prompted on the tree survey drawing and chart

SEE SHEET 12 FOR MASTER PLANT LIST

LEGEND

BOUNDARY LINE	PROP. SIDEWALK
RIGHT-OF-WAY/PROPERTY LINE	PROP. BUILDING
EXIST. CONTOUR	PROP. WALL
EXIST. CURB AND GUTTER	PROP. PARKING STRIPE
EXIST. FENCE	PROP. BACK OF CURB
EXIST. GRAVEL	PROP. CONTOUR
EXIST. WETLAND	PROP. SILT FENCE
EXIST. WETLAND BUFFER	PROP. STORM SEWER
EXIST. WOODS	PROP. SANITARY
EXIST. WATER MAIN	PROP. WATER MAIN
EXIST. SANITARY	PROP. END SECTION
EXIST. CULVERT	PROP. CATCH BASIN/INLET
EXIST. CATCH BASIN/INLET	PROP. WATER VALVE
EXIST. HYDRANT	PROP. FIRE HYDRANT
EXIST. VALVE	PROP. MANHOLE
EXIST. OVERHEAD WIRES	PROP. LIGHT POLE

PREPARED BY KATE BOND, PLA 1266

PRELIMINARY - NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

ATWELL
(800) 846-9490 www.atwell-group.com
2002 E. Maple, Suite 100
Troy, MI 48083
(248) 447-2000

SECTION 13
TOWN 1N NORTH, RANGE 8E EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN

LANDSCAPE PLAN

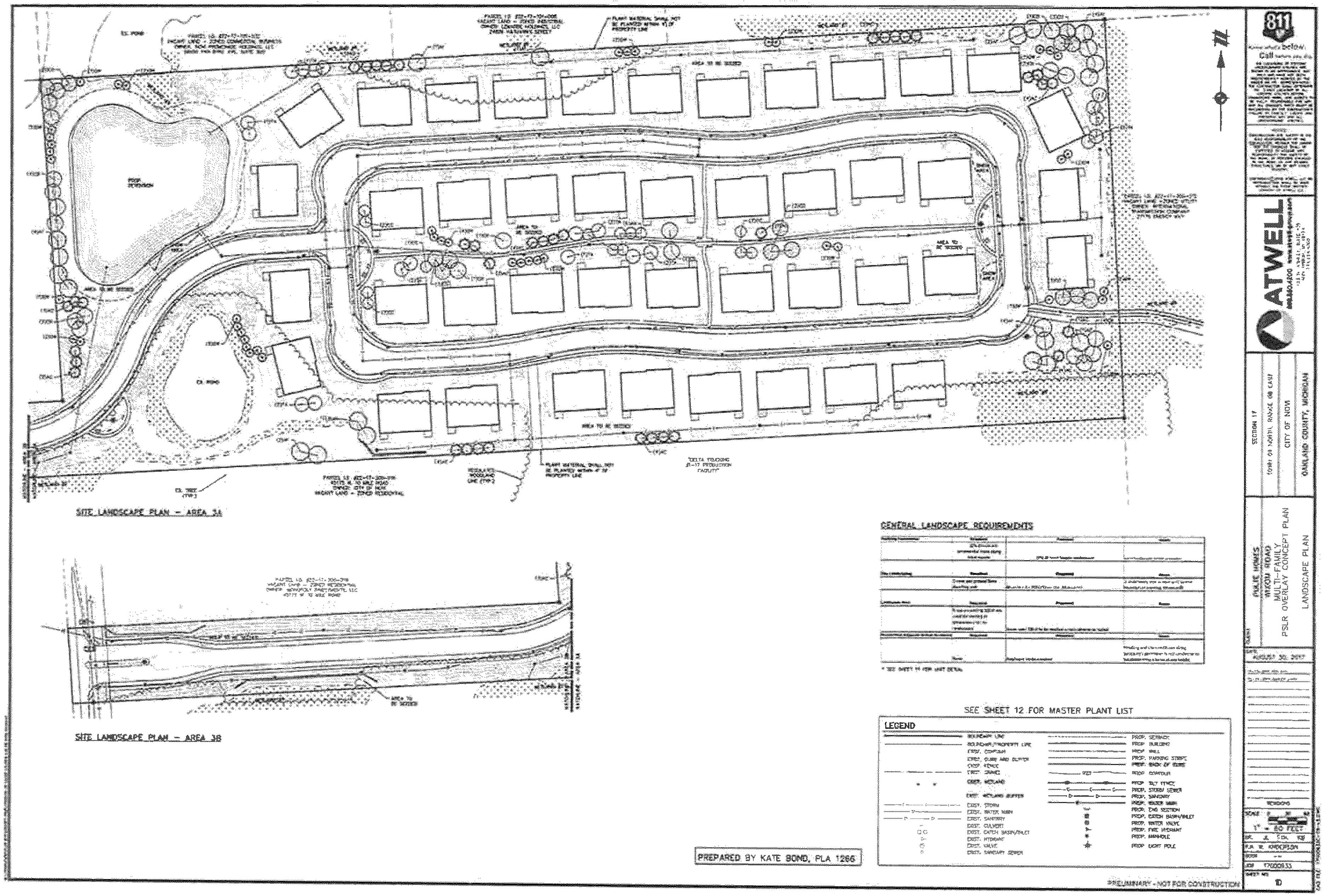
DATE
AUGUST 30, 2017

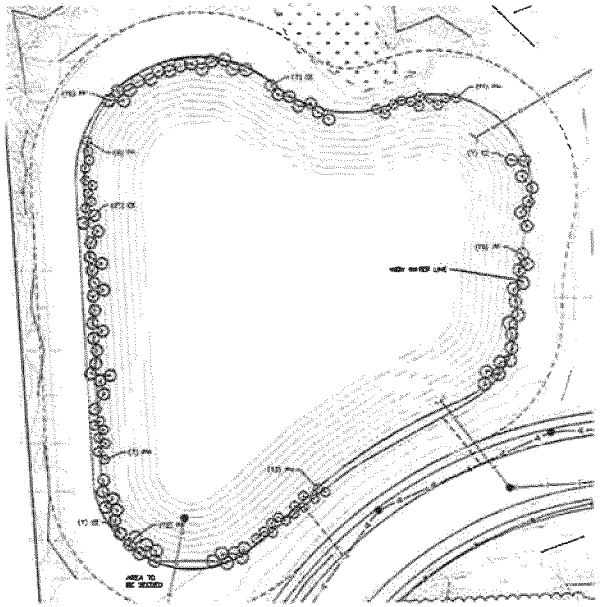
REVISIONS

SCALE: 1" = 60' FULL

DRAWN BY: M. ANDERSON
CHECKED BY: --
JOB NO. 170600033

SHEET NO. 09


SITE LANDSCAPE PLAN - AREA 3A
SITE LANDSCAPE PLAN - AREA 3B
GENERAL LANDSCAPE REQUIREMENTS
SEE SHEET 12 FOR MASTER PLANT LIST
LEGEND
BOUNDARY LINE
EXIST. CONTOUR
EXIST. CURB AND GUTTER
EXIST. FENCE
EXIST. STORM
EXIST. WATER MAIN
EXIST. SANITARY
EXIST. CULVERT
EXIST. CATCH BASIN/INLET
EXIST. HYDRANT
EXIST. VALVE
EXIST. SANITARY SEWER
PROP. SETBACK
PROP. BUILDING
PROP. WALL
PROP. PARKING STRIPE
PROP. BACK OF CURB
PROP. CONTOUR
PROP. SILT FENCE
PROP. STORM SEWER
PROP. SANITARY
PROP. WATER MAIN
PROP. END SECTION
PROP. CATCH BASIN/INLET
PROP. WATER VALVE
PROP. FIRE HYDRANT
PROP. MANHOLE
PROP. LIGHT POLE
PREPARED BY KATE BOND, PLA 1266
PRELIMINARY - NOT FOR CONSTRUCTION
811
Know what's below. Call before you dig.
ATWELL
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
LANDSCAPE PLAN
SECTION 17
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
1" = 80 FEET
17000933
10



DETENTION PLANTING ENLARGEMENT – AREA 4A
SCALE: 1" = 30'

SEED MIX

SEE NOTES & SEED SUPPLIER:
DETENTION BASIN SEED MIX BY PRAIRIE NURSERY (OR APPROVED EQUAL)
WILDFLOWERS: NODDING PINK ONION, RED MILKWEED, NEW ENGLAND ASTER, WHITE TALL/SC MEWED, PALE PRAIRIE PLANTAIN, WILD SENNA, CANADA TICK TREFOIL, ASC PYE WEED, SUNSCET, GOLDENROD DAISY, OX EYE SUNFLOWER WILD RYE, BLUE FLAX MIX, PRAIRIE BLOOMSDOWN, BETRE, BLADDERSTAR, GREAT BLUE LOBELIA, BERGAMOT/WILDE CONEFLOWER, BLACK EYED SUSAN, SWEET BLACK EYED SUSAN, BROWN EYED SUSAN, WOODMEADOW CRAYFLANT, PRAIRIE DOCK, SMO GOLDENROD, STIFF GOLDENROD, TALL MEADOWRUE, BLUE VERVAIN, IRONWEED, GOLDEN ALEXANDERS
GRASSES: BIG BLUESTEM, RIDER'S SEDGE, BOTTLEBRUSH SEDGE, PORCUPINE SEDGE, AWL FRUITED SEDGE, FOX SEDGE, CANADA WILD RYE, VIRGINIA WILD RYE, OBTECHNOSE, DARK GREEN BULRUSH MONANDRUS, PRAIRIE CORDGRASS, ANNUAL RYE

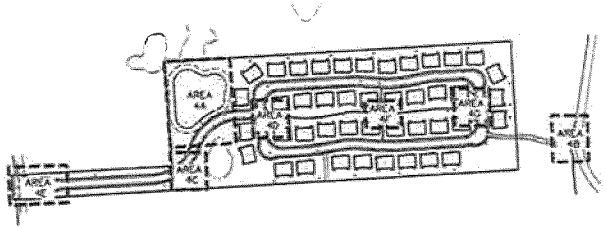
PLANTING RATE PER ACRE: 46 LBS

SOILS:
SOILS MUST BE AMENDED WITH A COMPOSTED ORGANIC MATERIAL, 30% BY VOLT. BE FREE OF CONSTRUCTION DEBRIS AND SUBSOILS. A RECOMMENDED TOP SOIL BLEND INCLUDES 70 TO 30 PERCENT COMPOST

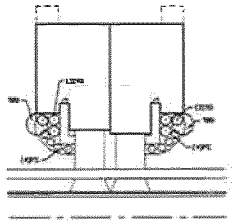
DETENTION PLANTING REQUIREMENTS

RIGHT-OF-WAY LANDSCAPE REQUIREMENTS

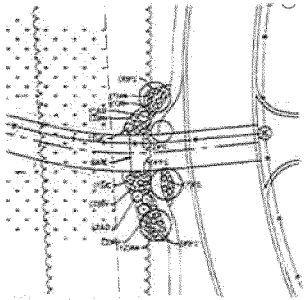
SEE SHEET 12 FOR MASTER PLANT LIST



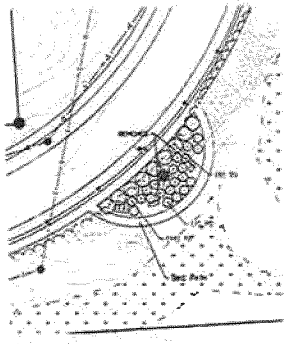
LOCATION MAP
NO TO SCALE



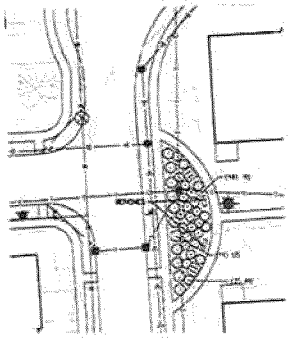
TYPICAL UNIT PLANTING DETAIL
SCALE: 1" = 20'



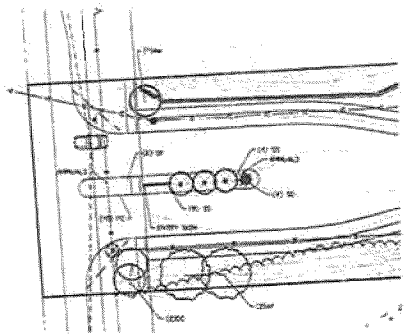
ACCESS ROAD PLANTING ENLARGEMENT – AREA 4B
SCALE: 1" = 30'



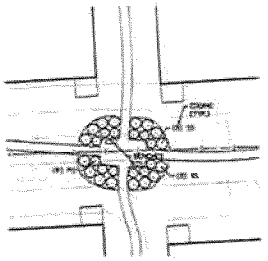
SEATING AREA 'A' PLANTING ENLARGEMENT – AREA 4C
SCALE: 1" = 20'



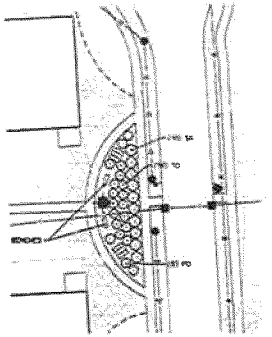
SEATING AREA 'B' PLANTING ENLARGEMENT – AREA 4D
SCALE: 1" = 20'



ROW LANDSCAPE SCREENING – AREA 4E
SCALE: 1" = 30'



SEATING AREA 'C' PLANTING ENLARGEMENT – AREA 4E
SCALE: 1" = 20'



SEATING AREA 'D' PLANTING ENLARGEMENT – AREA 4G
SCALE: 1" = 20'

PREPARED BY KATE BOND, PLA 1266

PRELIMINARY - NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

ATWELL
ATWELL.COM

SECTION 11
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
LANDSCAPE PLAN DETAILS

AUGUST 30 2017

SCALE: 1" = 100 FEET

P.M. M. ANDERSON

JOB # 17000633

SHEET NO. 11

MASTER PLANT LIST

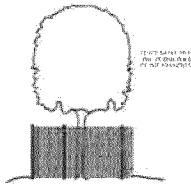
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACE	NOTES
DECIDUOUS CANOPY TREES							
AR	116	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5" Cal			
GT	120	Gymnocladus dioicus	Kentucky Coffeetree	2.5" Cal			
QB	102	Quercus bicolor	Swamp White Oak	2.5" Cal			
TA	107	Tilia americana 'Redmond'	Redmond Linden	2.5" Cal			
ORNAMENTAL TREES							
AC	77	Amelanchier canadensis	Shadblow Serviceberry	8' Ht			
CM	77	Cercis canadensis	Eastern Redbud	8' Ht			
EVERGREEN TREES							
PA	77	Picea abies	Norway Spruce	6' Ht			
PG	77	Picea glauca	White Spruce	6' Ht			
DECIDUOUS SHRUBS							
AA	1,200	Aronia arbutifolia 'Autumn Magic'	Autumn Magic Chokeberry	24" Ht			
CA	1,200	Cornus alba 'Sibirica'	Sibirica Tatarian Dogwood	24" Ht			
HA	1,200	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	24" Ht			
HP	1,200	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	24" Ht			
PV	1,200	Physocarpus opulifolius 'Diabolo'	Diabolo Ninebark	24" Ht			
RA	1,200	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	24" Ht			
VD	1,200	Viburnum dentatum 'Ralph Senior'	Ralph Senior Arrowwood	24" Ht			
EVERGREEN SHRUBS							
JC	1,200	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24" Ht			
TM	1,200	Taxus x media 'Hicksii'	Hicks Yew	24" Ht			
PERENNIALS							
AT	1,200	Asclepias tuberosa	Butterfly Weed	1 Gallon			
EP	1,200	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	1 Gallon			
HM	1,200	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 Gallon			
RF	1,200	Rudbeckia fulgida 'Goldsturm'	Goldsturm Black-eyed Susan	1 Gallon			
ORNAMENTAL GRASSES							
CA	1,200	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 Gallon			
PA	1,200	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	1 Gallon			
SA	1,200	Schizachyrium scoparium 'The Blues'	The Blues Little Bluestem	1 Gallon			
SE	1,200	Sporobolus heterolepis 'Tara'	Tara Prairie Dropseed	1 Gallon			
GROUNDCOVERS							
PV	1,200	Pachysandra terminalis	Japanese Spurge	4" Pot			
VM	1,200	Vinca minor	Dwarf Periwinkle	4" Pot			
VP	1,200	Vinca minor 'Bowles'	Bowles Periwinkle	4" Pot			
SEEDED AREAS							
SEED	1.5 AC	Mixed Species	Mixed Species	10 lbs/ac			Applied at 1.5 lbs/1,000 sf
SOD	1.5 AC	Mixed Species	Mixed Species	Sod			Applied at 1.5 lbs/1,000 sf
MULCHED AREAS							
SH	1.5 AC	Shredded Hardwood	Shredded Hardwood	3" Deep			

CITY OF NOVI LANDSCAPE NOTES

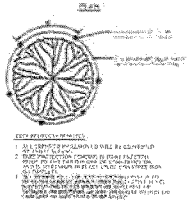
1. ALL TREES ARE TO BE PLANTED AT LEAST 10 FROM ALL HYDRANTS AND UTILITY STRUCTURES AS WELL AS A MINIMUM OF 5' FROM UNDERGROUND UTILITY LINES WHENEVER POSSIBLE.
2. ANY AREAS THAT ARE DISTURBED AND NOT INDICATED TO BE PLANTED WITH LANDSCAPE MATERIAL SHALL RECEIVE A FRESH LAYER OF TOPSOIL AND SEEDED.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PLANT MATERIAL UPON INSTALLATION FOR A PERIOD OF TWO YEARS.
4. NO TREES, SHRUBS OR PLANTINGS TALLER THAN 30" SHALL BE WITHIN THE 25' CORNER CLEARANCE ZONES.
5. PLANT MATERIAL SHALL BE GUARANTEED FOR 2 YEARS BY LANDSCAPE CONTRACTOR AND SHALL INCLUDE ONE FOLLOWING EVENT IN JUNE, JULY AND AUGUST FOR THE 2-YEAR WARRANTY PERIOD.
6. PLANT SOURCE SHALL BE UPPER MIDWEST/GREAT LAKES GROWN.
7. ALL PLANT MATERIALS SHALL BE NORTHERN NURSERY GROWN, NO. 1 GRADE.
8. IRRIGATION WILL BE PROVIDED AT THE ENTRANCE, WITHIN THE CENTRAL OPEN SPACE AND AT THE INDIVIDUAL UNITS. NEWLY PLANT MATERIAL MUST BE WATERED AS NECESSARY BY THE LANDSCAPE CONTRACTOR UNTIL ESTABLISHMENT WITH A TEMPORARY SYSTEM HOSE OR PORTABLE WATER TANKS.
9. CITY MUST APPROVE ANY SUBSTITUTIONS OR MISSING ITEMS TO INSTALLATION.

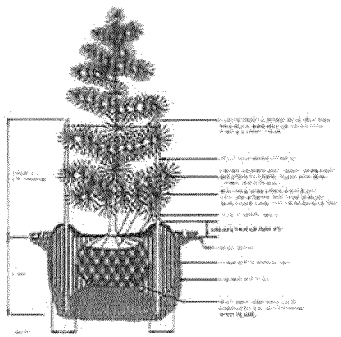
LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES.
2. LANDSCAPING OPERATIONS, INCLUDING PLANTING OF TREES AND SHRUBS, SHALL NOT DAMAGE ANY UTILITY OR INTERRUPT ANY UTILITY SERVICES, AND SHALL NOT ENDANGER OR CREATE A NUISANCE AFFECTING ADJACENT PROPERTY, PUBLIC STREETS, OR WATERWAYS.
3. PLANT AND SEEDED MATERIALS SHALL BE INSTALLED ACCORDING TO THE CITY OF NOVI AND CURRENT AMERICAN ASSOCIATION OF NURSERYMEN'S STANDARDS.
4. ALL BOULEVARDS, OPEN OR OTHERWISE DISTURBED AREAS THAT ARE NOT SPECIFIED WITH OTHER PLANTING, SODDING OR SEED MIXTURES SHALL BE PLANTED WITH A STANDARD PERMANENT GRASS SEED MIXTURE TO INDUSTRY STANDARDS.
5. LANDSCAPING MATERIALS THAT ARE UNSIGHTLY, DEAD, DYING, OR THAT BECOME UNHEALTHY BECAUSE OF DAMAGE, NEGLECT, VANDALISM PROBLEMS, DISEASE, INSECT INFESTATION, OR OTHER CAUSES SHALL BE REPLACED WITHIN ONE YEAR, OR THE NEXT PLANTING PERIOD, WHICHEVER OCCURS FIRST. REPLACEMENT MATERIALS SHALL MEET ALL STANDARDS OF THE ORIGINAL INSTALLATION.
6. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN ADEQUATE WATER SUPPLY. IF AUTOMATIC IRRIGATION IS PROVIDED, IT MUST HAVE A RAIN SENSOR TO SHUT OFF SO AS NOT TO SATURATE WETLAND SOILS.
7. THE PROPERTY OWNER (OR ANY APPLICABLE OWNER'S ASSOCIATION) SHALL BE RESPONSIBLE TO ENSURE THE PROPER CARE AND MAINTENANCE OF LANDSCAPE AREAS, INCLUDING KEEPING ALL LANDSCAPE MATERIALS IN A HEALTHY AND GROWING STATE. ALL LANDSCAPE ELEMENTS SUCH AS, BUT NOT LIMITED TO, FENCES, SCREENS, WALLS, OR LIGHTING SHALL BE KEPT IN GOOD REPAIR.
8. WHERE REMOVED DURING CONSTRUCTION SHALL BE STOCKPILED IN AN APPROPRIATE MANNER TO PREVENT EROSION, AND SHALL BE REDISTRIBUTED ON RE-GRADED SURFACES TO BE LANDSCAPED, TO PROVIDE A MINIMUM OF FOUR INCHES OF EVEN COVER. THE TOPSOIL SHALL THEN BE PERMANENTLY STABILIZED BY SEEDING, GROUND COVER, OR OTHER PLANTINGS.
9. NO PLANT MATERIAL SHALL BE PLANTED CLOSER THAN 4 FEET FROM ANY PROPERTY LINE.
10. WHEREVER ALL TWINE, WIRE, NURSERY STAKES, TAGS AND BURLAP MATERIAL FROM ROOT BALL. PEEL BACK THE BURLAP FROM EARTH BALLS AND REMOVE ANY BURLAP, TWINE OR WIRE AROUND THE TRUNK FLARE AND ABOVE.
11. ALL PLANTING AREAS ARE TO BE GREENHOUSES OF ALL BUILDING / CONSTRUCTION AND FILL MATERIALS AND BACKFILLED WITH GOOD MEDIUM TEXTURED PLANTING SOIL. SEEDING AREAS ARE TO BE MIXED WITH 4" OF NEW TOPSOIL AND ROTOTILLED OR OTHERWISE SCARIFIED TO AREAS OF COMPACTION AT LEAST 6" BELOW THE SURFACE.
12. TOPSOIL SHALL BE SCREENED AND SUITABLE FOR GROWING VEGETATION AND FREE AT A MINIMUM SIZE OF 1/2" OR MORE OR ANY OF 2-INCHES AND MEET STANDARD REFERENCE NOTES FOR CONSTRUCTION.
13. RECOMMENDED PLANTING DATES ARE MARCH 15 TO JUNE 15 AND SEPTEMBER 15 TO NOVEMBER 15.

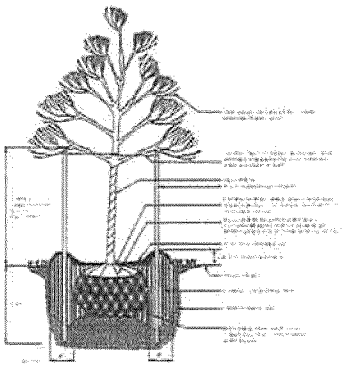


TREE PROTECTION FENCE DETAIL
NO SCALE

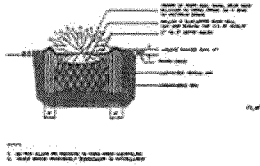




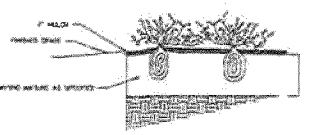
CONIFEROUS TREE PLANTING DETAIL
NO SCALE



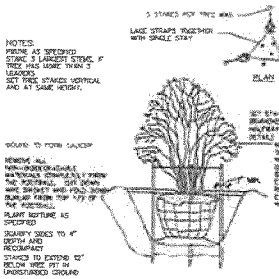
DECIDUOUS TREE PLANTING DETAIL
NO SCALE



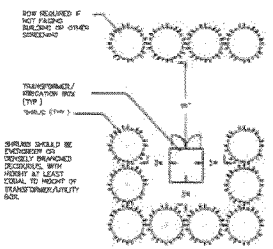
SHRUB PLANTING DETAIL
NO SCALE



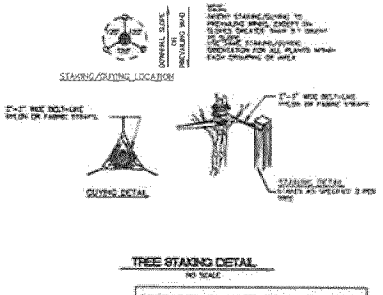
SHRUB PLANTING DETAIL
NO SCALE



MULTI-TRUNK TREE DETAIL
NO SCALE



TRANSFORMER SCREENING DETAIL
NO SCALE



TREE STAKING DETAIL
NO SCALE

PREPARED BY KATE BOND, PLA 1265

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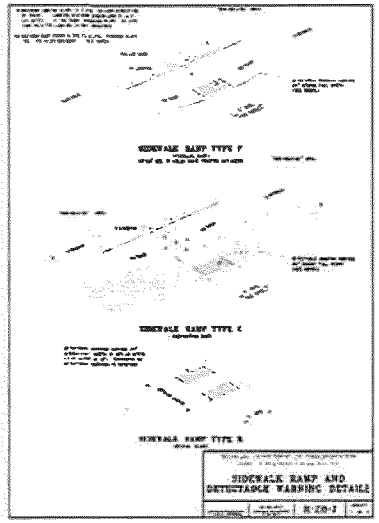
LANDSCAPE DETAILS

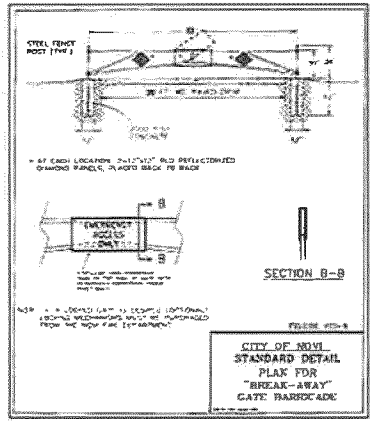
SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
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OAKLAND COUNTY, MICHIGAN

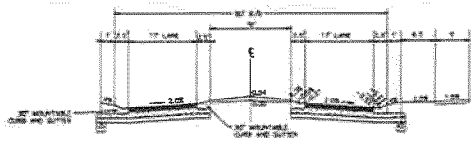
DATE: AUGUST 30, 2017

REVISIONS

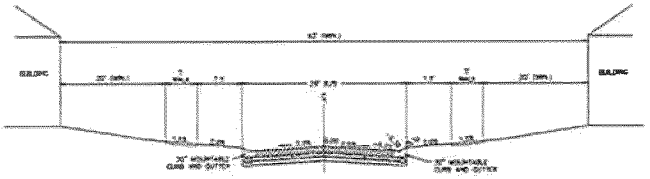
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DR: JL | CHK: MB
P.M.: M. ANDERSON
JOB #: 17000013
SHEET NO: 12



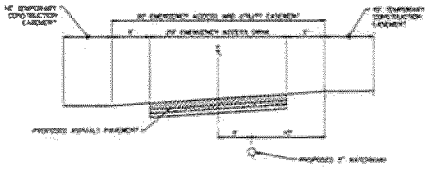




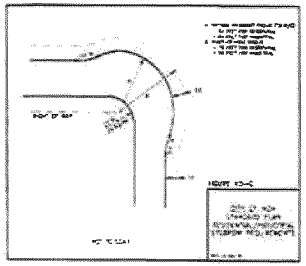
TYPICAL BOULEVARD CROSS SECTION
NO SCALE



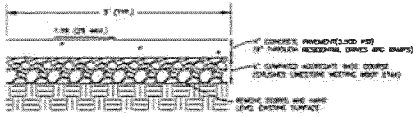
TYPICAL ROAD CROSS SECTION
NO SCALE



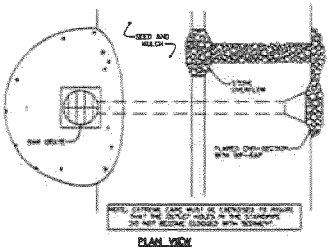
EMERGENCY ACCESS ROAD CROSS SECTION
NO SCALE



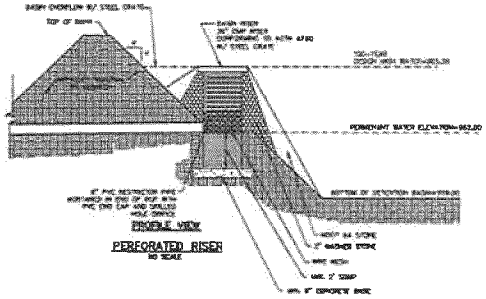
TYPICAL EYEBROW DETAIL
NO SCALE



CONCRETE SIDEWALK SECTION
NO SCALE

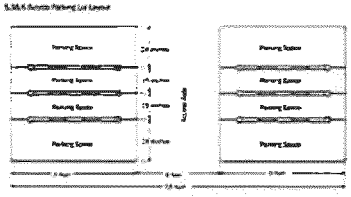


PLAN VIEW

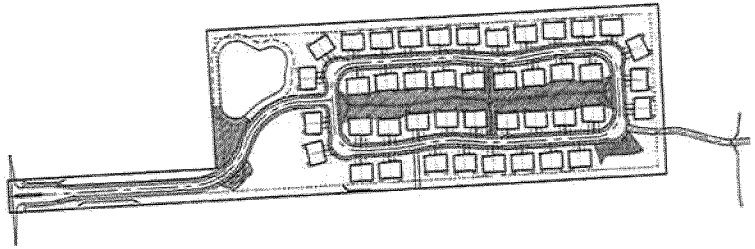


PROFILE VIEW

PERFORATED RISER
NO SCALE



BIKE PARKING DETAIL
NO SCALE



OPEN SPACE EXHIBIT
SCALE: 1"=200'

TOTAL OPEN SPACE = 18.1 ACRES
TOTAL USABLE OPEN SPACE = 3.8 ACRES

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PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
DETAIL SHEET

DATE: AUGUST 30, 2017

REVISIONS

SCALE: NO SCALE

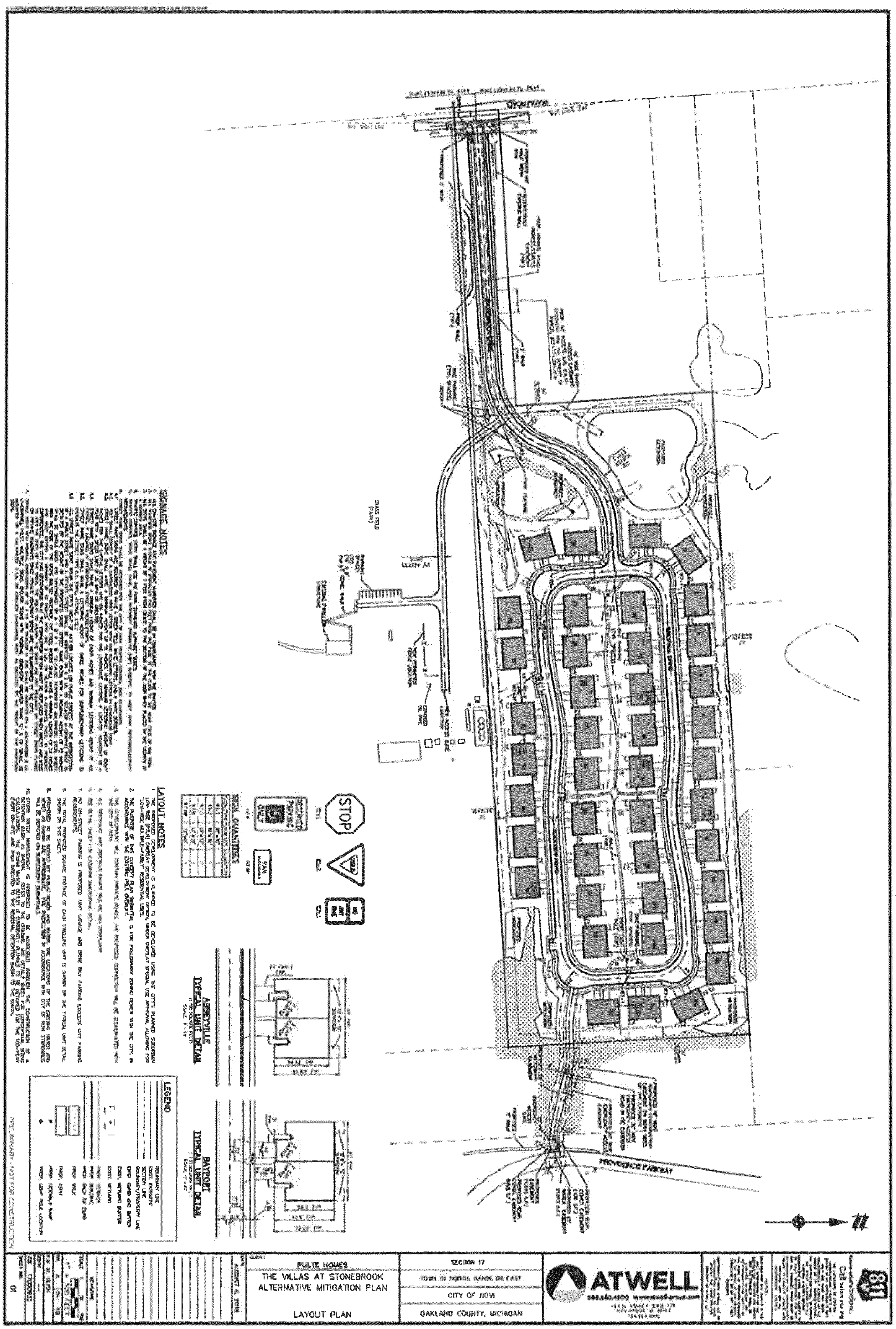
DR. JL | CHK. MDR

P.M. M. ANDERSON

JOB 17000633

SHEET NO. 13

ALTERNATE MITIGATION PLAN



PULTE HOMES
THE VILLAS AT STONEBROOK
ALTERNATIVE MITIGATION PLAN
LAYOUT PLAN
SECTION 17
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL
PROVIDENCE PARKWAY
STOP
LAYOUT NOTES
SIGNAGE NOTES
SIGN QUANTITIES
LEGEND
ABBEYVILLE TYPICAL UNIT DETAIL
BAYPORT TYPICAL UNIT DETAIL

WETLAND IMPACT TABLE

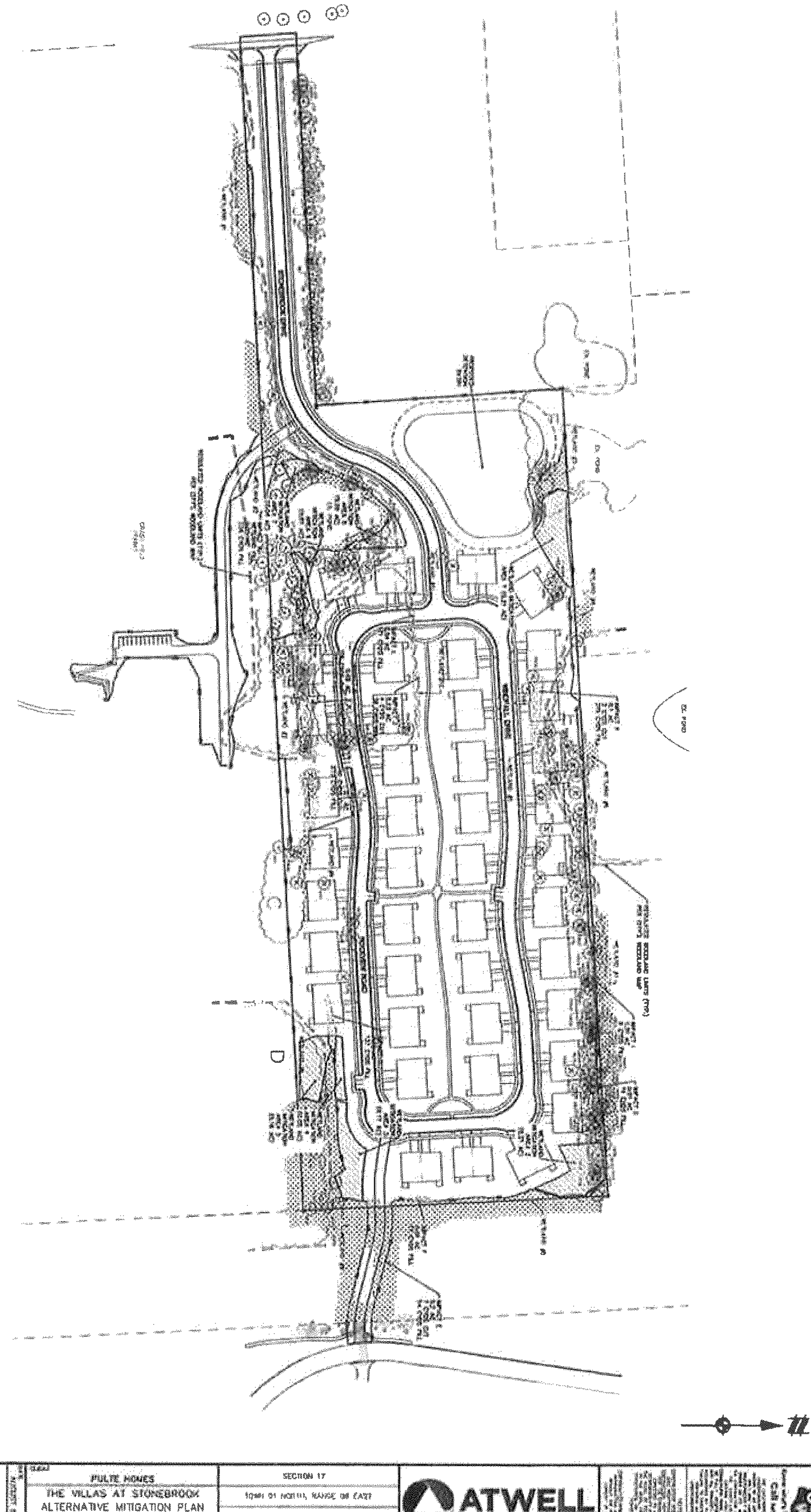
Wetland Area	Wetland Area (Square feet)	Wetland Buffer Area (acres)	City Regulated	MDEQ Regulated	Wetland Impact Area (acres)	Estimated Cut Impact Volume (cubic yards)	Estimated Fill Impact Volume (cubic yards)	Estimated Total Impact Volume (cubic yards)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

WOODLAND VEGETATION ZONES

Zone	Quality	Species
[illegible]	[illegible]	[illegible]

MITIGATION SUMMARY

[illegible]	[illegible]



LEGEND

- BOUNDARY LINE
- EXIST. EASEMENT
- SETBACK LINE
- EXIST. CONTOUR
- EXIST. DEED
- EXIST. CURB AND GUTTER
- EXIST. FENCE
- EXIST. GUARDRAIL
- EXIST. BUILDING
- EXIST. SOIL BOUNDARY
- EXIST. TREE AND TREE TAG
- EXIST. WATER MAIN
- EXIST. SANITARY
- EXIST. STORM
- EXIST. OVERHEAD ELEC. LINE
- EXIST. REGULATED WETLAND
- EXIST. WETLAND BUFFER
- EXIST. REGULATED WOODLAND
- PROP. SILT FENCE
- PROP. TREE FENCE
- WETLAND BUFFER IMPACT
- WETLAND IMPACT

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PULTE HOMES

THE VILLAS AT STONEBROOK
ALTERNATIVE MITIGATION PLAN

WETLAND AND WOODLAND ANALYSIS

SECTION 17
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ATWELL

AUGUST 2018

SCALE 1" = 100 FEET

JOB 17002833

SHEET NO. 02

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MAINTENANCE SCHEDULE

LEGEND

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PULTE HOMES

THE VILLAS AT STONEBROOK
ALTERNATIVE MITIGATION PLAN

GRADING PLAN

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02

Exhibit C

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, FEBRUARY 26, 2018 AT 7:00 P.M.
COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 TEN MILE ROAD

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Gatt, Mayor Pro Tem Staudt, Council Members Breen, Casey, Markham, Mutch, Wrobel

ALSO PRESENT: Peter Auger, City Manager
Victor Cardenas, Assistant City Manager
Elizabeth Saarela, City Attorney

APPROVAL OF AGENDA:

Member Markham wanted to add to the Mayor and Council Action: 8 Mile snow plowing.

CM 18-02-017 Moved by Staudt, seconded by Casey: CARRIED UNANIMOUSLY

To approve the Agenda as amended.

Roll call vote on CM 18-02-017 **Yeas: Staudt, Breen, Casey, Markham, Mutch, Wrobel, Gatt**
Nays: None

PUBLIC HEARING: None

PRESENTATIONS:

1. Proclamation in recognition of National Nutrition Month for March and March 14, 2018 as Registered Dietitian Day – Aarti Batavia, Providence Hospital

Aarti Batavia, Providence Hospital thanked Mayor and Council for approving the Proclamation. She is standing on behalf of the Michigan Academy of Nutrition and Dietetics. She said she helps individuals with autoimmune conditions, digestives issues, such as, ulcerative colitis and Crohn's disease. She also helps people with dementia and reversing cognitive decline. Every year we celebrate March as National Nutrition Month. The theme this year is "Go Further with Food". This is important for many reasons; whether you start you day with a healthy breakfast or go out for a meeting with an empty stomach, you should carry a snack with you. What food you carry and what you eat has an important role to play in our health. She said food is information for our genes. Preparing foods to go further at home and within the community can have a positive impact. She said we, as registered dietician nutritionists, can help people adopt healthier eating styles, while reducing food loss and waste.

2. Novi Chamber of Commerce Toast of the Town Business Award Winners – Mayor Gatt and Senator Kowall

Mayor Gatt called down Sheryl Walsh, Director of Communications, Senator Kowall, and Farah Shammami, Executive Director of the Novi Chamber of Commerce. Mayor Gatt asked Ms. Walsh to explain the celebration we had recently. Ms. Walsh stated on February 2, 2018 we held the Annual Chamber Toast of the Town. This year was the first year that the City actually partnered with the Novi Chamber on the event and recognition of our businesses here. We had three categories; Customer Service Excellence, Best Place to Work, and Community Builder (for both large and small businesses). Nominations came in from a variety of sources, businesses themselves, customers of the businesses, colleagues, etc. We had over 50 nominations this year. That was triple of what we have had in the past. The Committee narrowed it down to the finalist; we had three finalists in each category. We are here to honor the winners; they were announced on February 2nd. She expressed this was another opportunity to give thanks to their investment or reinvestment in our community.

Senator Kowall thanked everyone for allowing him to come and address the City Council. He added the reason Novi has successful businesses is that it has stability of the City Council and the community itself. That is what good companies and developers look for. He said he was there to bring Tributes from the State level that he, Representative Kathy Crawford, Lieutenant Governor Calley, and the Governor signed which are affixed with the Official Seal of the State of Michigan. These will go into the record permanently. He said it was always a pleasure to work with really great companies.

Executive Director Shammami thanked everyone that was there that evening. She said they have had a great partnership with the City and the businesses here. She said they had seven awards that they were presenting. Two of the businesses were a tie, and they also introduced a new award called the Chairman's Choice. The Chairman of the Chamber picked a winner and they will be receiving an award as well.

Ms. Walsh recognized a couple other Chamber Board Members; Samira Boueri, Michigan CAT, Aaron Taylor, Hyatt Place, and Kelly Horn, Diversified Members Credit Union. Senator Kowall presented the Tributes from the State along with the Mayor who presented a small gift from the City. Ms. Walsh stated they would have time for photos afterwards in the Atrium.

Executive Director Shammami announced the winners of The Best Place to Work Award (large business) which were Level One Bank and Preh, Inc. The Best Place to Work Award (small business) was Diversified Members Credit Union. The winner of the Customer Service Excellence Award (large business) was Suburban Collection Showplace. The winner for Customer Service Excellence Award (small business) was Sandstone Massage. The Community Builder Award (large business) was Emagine Theatre. The Community Builder Award (small business) was Moe's On Ten who was unable to attend the meeting. The new award they presented this year was the Chairman's Choice Award which went to the Michigan State Fair.

Mayor Gatt echoed what the Senator Kowall said earlier, Novi is a warm friendly place to do business. He congratulated the businesses that won awards, and said he was thankful for all of the Novi businesses.

INTERVIEWS FOR BOARDS AND COMMISSIONS:

Mayor Gatt noted that we usually do not appoint members at the same meeting as the interviews , but tonight we are going to change it up a little bit. We will take a break at the end of the meeting, the Council Members will vote and we will announce the winners. He mentioned at our last meeting people applied for some of the same spots that those are interviewing for tonight. He thanked everyone in advance for their participation and willingness to help. Unfortunately we cannot appoint everyone to the Boards and Commissions, but if you are not appointed tonight, continue to come back and be part of this dynamic City.

1. Kenneth Johnston- Library Board, Building Authority

Kenneth Johnston thanked Council. He said he moved to Novi in 1986 because of the reputation of the school system and he stayed 31 plus years because it was a great place to live. He noted he has a MBA in Finance, BSA in Engineering, and worked almost 35 years at DTE. He also worked in engineering related, power plant related, customer service related and regulatory areas. He currently is the manager of an outdoor lighting business. It is a $64 million dollar business and he is responsible for 33 employees. He said his daughters are grown and he is looking to give back to the community. Currently he is the campaign chair for the Plymouth Community United Way. He is on the Campaign Committee, Strategic Planning Committee, and on their Golf Committee. He noted that his past volunteerism included being a member of the Credit Committee at their Credit Union. He said he is a certified green belt, has certifications as an energy manager and a good strong background in the financial area. He thought he could lend some of that knowledge and experience to the Library Board or the Building Authority. Member Breen thanked him for coming out and volunteering. She stated with his background she could understand why he was interested in the Building Authority, but wondered why he was interested in the Library Board. She questioned whether he would be open to any other Boards and Commissions? He responded to her questions saying he felt his background fit best with the Building Authority and Library Board. He said he would love any opportunity to serve on any other Board or opportunity within the City. Member Wrobel thanked him and asked if he had to choose which one would he prefer. Mr. Johnston said he believed it would be the Building Authority. Member Casey thanked him for volunteering. She wondered what goals or objectives he would have for the Library Board. He responded with having the goal of continuing to provide the same level of services that the Library Board does. He mentioned all of the different activities and involvement in the community. Possibly help the Library reach more of the Novi residents. He also mentioned providing the same level, or greater level of service at the same or lower budget. Mayor Pro Tem Staudt said he didn't have any questions and thanked him for coming out to volunteer. Member Mutch thanked him for stepping

forward. He wondered if he had any municipal DTE lighting experience. Mr. Johnston said yes, that is his business. He said they are working with City Engineer Melistas on a number of projects both last year and this year. Member Mutch wondered what kind of ideas or concepts he could bring from his experience working with DTE that would help the city either through the Building Authority or the Library Board. Mr. Johnston replied that breaking down each and every operation and looking for waste within that operation so that it operates as well as it can. Member Markham thanked Mr. Johnston and noted that his application stated he has lived here for 31 years. She wondered what Novi didn't have that he wished we did. He believed we had most everything and that he didn't have to leave the City. Everything he needs is done within the City. Mayor Gatt agreed, if you can't find it in Novi, you don't need it. He mentioned they had a lot of applicants; it will be difficult with all of the qualified volunteers, he didn't want people to get discouraged.

2. Sharif Hasan- Library Board, PRCS

Sharif Hasan said he moved to Novi in 2011 because of the school system and he had a few friends here. He lived in Indiana and did his Master's at Perdue University. He stated he is a mechanical engineer and works for Ford Motor Company. He expressed his motivation to do something for the community. He said he is from Bangladesh and he always tried to serve Bangladeshi people. He is an executive member of the Bangladeshi Engineers and Architects. He used to serve in activities providing food and shelter in South America and Bangladesh. He also served as an associate faculty member at Perdue University. His daughter is very connected with the Library and the schools, so he thought he could contribute more. The reading program is connected to the school, so he thought the Library Board would be a place he could serve. He said Novi has become a very diverse community, you can find people from all over the countries. He also expressed an interest in Parks and Recreation and Cultural Services Committee because he has a background in international cultural activities. Member Wrobel thanked him for stepping forward and welcomed him to Novi. He wondered what he thought the PRCS should offer that we are not currently offering. Mr. Hasan thought we had random special cultural days usually in the summer, but not a yearlong program. He thought we could have specific months dedicated to different cultures, with music and games and present those different cultures. Member Wrobel thanked him for his ideas. Member Casey thanked him and asked him what his particular goals would be for the Library Board. Mr. Hasan mentioned that he only sees the reading programs during the summer when the children are out of school. He thought the Library could set up a reading program throughout the year, by age, set goals and they could get recognition to encourage them to read more useful books. Mayor Pro Tem Staudt thanked him for coming out. Member Mutch thanked him for his time and talents. He mentioned how Mr. Hasan talked about cultural outreach in the community and touched on the diversity in this community. Outsiders don't always realize how diverse Novi is. What could the City do better to reach out to make cultural groups more aware of what the City has to offer? Mr. Hasan said there are a lot of things, he was not sure about funding, but thought the use of a monthly publication would be helpful. He thought a schedule for the year stating each month would be an outreach

for each group, such as; the deaf community, or from other countries who need to learn a lot of things to fit into this country. He believed diversity is strength, encourage it, which is the way we can outreach to the City. Member Markham thanked him and said she didn't have any questions, her colleagues asked similar questions to what she would have asked. She hoped they could find a place for him and it was encouraging to see highly skilled and passionate people. Member Breen thanked him and said he was a valuable asset.

3. Robert David- Library - Absent

4. Samir Kumar- HCDA, Library Board, PRCS

Samir Kumar thanked City Council for the opportunity to apply to the Boards and Commissions. He has always been inclined to volunteer to non-profit organizations with his abilities. He mentioned he just finished his MBA from Ross School of Business which gave him confidence to do work for the City with his technological background and MBA from Ross. He stated the last 20 years he worked as an infrastructure architect. He is now working for Ford as a contractor. He said he has been the president of the HOA at Liberty Park for two years. With that experience, it gives him the depth of knowledge of the Community. He said you learn new things every day being on the HOA. Novi isn't a small city, they face difficult situations. He wondered how he could apply his knowledge to help the City. He felt that community development was very important for every city, bring the whole community together. If the community isn't moving forward it can bring problems. He agreed that we can organize programs throughout the year that will keep the community moving forward together. He said we are using technology, but there is always room for improvement. We are reaching to most students, but are we reaching to all. He said not everyone can afford special classes. He wondered what the City could do to help that group of students and make Novi a better place. Member Casey thanked him for his interest; she appreciated his thoroughness of his introduction. She didn't remember having another applicant in recent memory who is a Certified PMP. She wondered what that certification and skill set as a project management professional would help him serve on a Board or Commission. He said the PMP Certification was a big deal. When he was preparing for that you have to figure how you are going to get from point A to point B, you have to understand all of intricacies of that task. You have to complete the project in the most efficient way. He explained you can apply that knowledge to the Library Board functioning, such as; what are drawbacks, what are we missing; how can we cut back on cost and make it more efficient. Member Casey thanked him for his answer and also him serving on a HOA. Mayor Pro Tem Staudt thanked him for coming out and agreed with him on how difficult being on an HOA can be. After 12 years on a HOA it is more difficult than City Council. Member Mutch thanked him and said those who have served on a HOA sometimes have a more difficult job than City Council. He wondered if he had ever gone through the Novi Ambassador's Academy. Mr. Kumar replied no, he hadn't. Member Mutch thought he would be an excellent candidate, he said the Ambassador Academy goes in-depth with the ins-outs of the City. He said it would help prepare him well for future appointments. He said sometimes it is challenging to find

places for folks to serve and he didn't want them to get discouraged. Member Markham thanked him for applying for a position with us. She wondered what he thought we could do for the residents that say "we didn't know" this was happening in our community. He thought we should make sure we have people enrolled accurately and keep the information up to date in our database. Member Breen thanked him for his interest in serving the community. Member Wrobel thanked him for stepping forward. He said he also was the president of three HOA's and understands what he is going through. He noted that he applied for three Boards or Commissions, and wondered which he would prefer. Mr. Kumar responded his first choice would be the HCDA, then the Library Board. Mayor Gatt thanked him for volunteering his time.

5. Lawrence Thurman- Library Board, HCDA, PRCS

Lawrence Thurman said he was a six year resident of Novi, his oldest was turning five at the time. They had been in Texas and decided to move back to Michigan where his wife was from. They moved to Novi because of the schools, for the community, his wife is Indian and they were committed to having access to a diverse community. Across the board, Novi has proven that. He said he believes his children go to school in a mini-UN and he values that highly. He said he bought a small business in the City, which they located in Farmington Hills due to office space, but they still serve the community. He noted he has a Bachelors and a Master's in Business. He spent twelve years as a management consultant working on strategy mergers and acquisitions and business performance improvement. He left that role when they had children because he didn't want to be on the road anymore. He since moved into small business ownership. He said he and his family are committed to giving back to the community on multiple levels. His wife has taken on a position with the Skillman Foundation to help out regionally improving the lives of children within Detroit. She also has done work with the Novi Educational Foundation and on the School Board. He has been involved intensely with their children's development; they are six, nine and eleven years old. He has served on their HOA; he leads multiple teams for his children, assists with the coordination of the Robotics Program, and Destination Imagination. He said we have the largest Destination Imagination Program in the region. He wanted to give back to our community in new and different ways. He would like to use the background and skills that he has and apply them where they can be useful for the City. He said he has four different Boards listed, with the Library Board being the one he is most interested in, which he envisioned as a media center of the future. He then stated his next interest would be the EDC or HCDA and lastly PRCS. Mayor Pro Tem Staudt thanked him for stepping forward to volunteer. Member Mutch thanked him for offering his time. He asked him to talk a little bit more about the Library and his vision of it. He said he liked our Library and thought it was progressive and forward thinking. He said when he looks at the Library he doesn't see books. We have them, but it really isn't just about books. This is about media, learning, a meeting place, and a cultural center. They are using a number of online services such the overdrive service to check out books digitally. We need to be thinking about how we use the infrastructure we have in new and novel ways. Member Markham thanked him for his interest in volunteering. Member Casey thanked him for his interest and current service, she didn't have any questions for him,

his answers were thorough and complete. Member Breen did not have any questions, however, she wanted to say that was a refreshing interview, and his service to all of the organizations are commendable. Member Wrobel thanked him for stepping forward and for everything he has done.

6. Michelle Wong- HCDA, Library Board

Michelle Wong thanked Council for the opportunity to introduce herself and she also thanked Nathan for posting on the Nextdoor App. She stated she moved into Tollgate Farms when she got married about 13 years ago. She said she had professional opportunities to move, but chose to stay here. She is married, and she has an 11 year old daughter. She noted she has a MBA and is a licensed CPA. She currently works on the finance team at General Electric in Van Buren Township. He jobs involves a lot of data analysis and also she manages the cutting edge Cloud ERP called the Fusion. She said she helps to plan a lot of events in her company, such as United Way. She also volunteers in her daughter's school and also at the Novi Ice Arena. She loves community services because she is passionate about it. She is inspired everyday by people that are more dedicated then she is. She said her daughter is older and more independent so she has some free time to serve the community. She stated her job focus is data analysis to drive innovation and efficiency, to make good decisions. She said she can contribute more to HCDA with her background, but the Library is a very special place, every time she is amazed, this is one of the best things the City can offer its residents. She felt her finance background, working with diverse groups, and a lot of community service would prepare her well for servicing this position. Member Mutch thanked her for stepping forward and offering her time and talents to the City. He wondered if she had challenges accessing the Library from the north end of the City. She didn't think it was an issue if someone has the desire to borrow books. She also believed communication was very important. The City needs to reach out to the residents. She commented that she went to the Walled Lake Library and thought it was very small compared to the Novi Library. Member Mutch echoed what he said earlier and mentioned if we couldn't place her this evening, she might want to check into the Ambassador Academy. Member Markham thanked her for volunteering and said she was the second or third person who found out the information through Nextdoor. She wondered if there was any service that she would like to see more off in the north end of the City. Ms. Wong said she didn't have a problem coming to the south end of the City, it wasn't that far. Member Breen said she appreciated her incite to that end of town. She wondered if she would be interested in serving any other Board of Commission. Ms. Wong replied yes, she would. Member Breen also recommended she check out the Novi Ambassador Academy, and the volunteer section on our website. Member Wrobel thanked her for stepping forward. He wondered why she listed the EDC as her first choice. Ms. Wong said she has a finance background so she thought it was more relevant. Member Casey also thanked her for her interest. She stated we are a data driven city, and she was happy that there was someone that has those skills and would like to share their experience. She hoped that we could find a spot for her somewhere in the City soon. Mayor Pro Tem Staudt and Mayor Gatt thanked her for her answers to their questions.

7. Luke Wolf- Building Authority, PRCS, HCDA, Library Board

Luke Wolf thanked everyone and said he had to echo Member Mutch and Member Breen's comments on the Novi Ambassador Academy. He thought everyone should check it out. It is a wonderful program and he felt they could make it longer and more in-depth. It really gives you a great experience to learn about the City. He and his wife have been on the north side of the City for three years. He doesn't have the vast experience and accolades as some of the other applicants. He has an advertising degree from Ferris State University, his law degree from Wayne State University. He has worked in finance and now back in the legal world where he focuses on complex commercial litigation matters. He is also a member of the HOA which has been awesome. It has been two and a half years and they have had only a few big issues. He said it was interesting to gather the perspectives from that group of people. He said he and his wife are expecting their first child in August. Member Markham said we have had such a broad spectrum of people tonight. She thought he was unique among the group tonight. She wondered what he saw that the community could add to itself to be even better than it already is. He thought that Novi did very well with communication, such as; Nextdoor, social media, the website or mailings. The communication for the plumbing issue was great. He felt it was less about adding or subtracting things, but take a half step back and ask what the core competencies, what do we do well and focus on that. Member Breen thanked him for his interest. She wondered if he had any ideas of what he would like to see in the north end. He said he is interested to see how the development pans out at 13 Mile and Novi Rd. He believed we didn't need any additional retail there, but maybe more events at Pavilion Shore Park, which is beautiful. He said we should utilize that a little bit more. Member Wrobel thanked him, and said he was glad he had the opportunity to go through the Novi Ambassador Academy. He wondered what Mr. Wolf thought the Historical Commissions role should be in the City. Mr. Wolf said it goes back to the core competencies, what it is founded upon. He said we know the stories; we should focus on the kids learning and their visibility. He stated we should perpetuate and protect stories about the past, don't dwell on them, but respect them. Member Casey thanked him for being there and also thanked him for the advertisement for the Academy. She wondered what he thought the role of the HCDA should be. He replied that Novi has been growing, growing and growing. The City is pushing borders, eliminating green spaces, adding more housing, and more development. He said he is from Frankenmuth, Michigan. He said everyone knows about the Christmas store, the German Restaurants, etc. He said when Flint and Saginaw had an issue in a specific industry they were in big trouble. He said we need to look 10-15 years ahead to see how we are planning this, how can the City sustain additional growth at this rate for 20 years. On the other side, what would happen if something happens such as an economic event, what would we do if we had a mass of people leaving? We need to grow responsibly. Member Casey thanked him for the completeness of his answer. Mayor Pro Tem Staudt thanked him. Member Mutch thanked him for his interest. He stated that he did an excellent job covering territory. He thought he had interesting insights into a wide range of issues. He said to keep his eyes open for positions he is

interested in, don't give up hope. Mayor Gatt thanked him, and said he was very impressive.

8. Catherine Bruder- Library Board, HCDA

Catherine Bruder thanked Council for having her there. She said she has lived in Novi for 17 years. She is volunteering because she recently retired, she wanted to give back time. She was a CPA and worked in public practice for 30 years. She has an accounting background; she specialized in cyber-security. She is certified in information systems audit, and information systems security manager. She is also certified in inscription for ATM machines. She applied to the Library Board and the HCDA because of the different background. The Library Board has a different future, it seems as though it will continually change, and we need our facilities, the respect for opportunities with it as a media center. She said she could bring to the table for the HCDA in which she is one of those people looking forward to Novi's plans in zoning and development for aging in place. She mentioned she has five children, three went through Novi Schools, and two went through Avondale Schools. She looked forward to the opportunity to serve in the City, whether it is in these capacities or not, sometime in the near future. Member Breen thanked her and congratulated her on her retirement. She thought she had an impressive background. She also mentioned she should check out the Novi Ambassadors Academy, and the volunteer section on our website. Member Wrobel thanked her and asked her if there was anything we didn't offer at the Library that she believed we should. She replied that it wasn't anything in particular that we were not offering. She explained that there will be a lot of change coming in the existence of the Library as we continue to go in an online environment. She is a big fan of what we do at the Library now. She also has a background in chemistry and biology, and was a teacher at one point time in another life. The STEM programs are near and dear to her heart. Seeing those continue to develop, the Library is a natural extension of the STEM environment. She thought there was more to do to continue down that path. Member Casey thanked her and congratulated her on her retirement. She wondered what the role of the HCDA was. She understood the role to be something that would look into the future, different then the PC or ZBA, which has a very tough job. We do have a city that is mature. It is not a young city; we are looking at infill at this point. She mentioned the aging population. We need to look at how we are going to house those people. We need to take care of the youth and keep them coming in. She thought we should look at grant applications to get more money in so that we can do more of those things we need to do in the City. Mayor Pro Tem Staudt thanked her and said there would be a lot of people that could learn from her cyber-security background. Member Mutch thanked her congratulated her on her retirement. He said they have had several applicants for a few positions. He expressed that it is a great problem; we have so many talented people that are interested in sharing their experience, and background to serve. He was impressed with the number of folks in this community in terms of talents, experience, and background they bring forward. He encouraged the applicants to stay in touch and keep looking for opportunities, he appreciated their interest. Member Markham thanked Ms. Bruder for her interest. She commented that she had an impressive background that was different from anyone else. She

mentioned that cyber-security intrigued her, and that she was nervous about elections. We have a fabulous Clerk's office; she thought maybe she could offer insight on how to do things state of the art. Member Markham is also interested in "aging in place", looking for housing in the community that does represent that downsizing. She said she hoped we could find a place for her as well. Ms. Bruder said she would be happy to serve in anyway. She didn't think she could call the Clerk to offer that service directly, but she would be happy to share information if the Clerk was interested. Mayor Gatt didn't have any questions and thanked her for coming out. He wished her the very best.

Mayor Gatt said they will be choosing their selections for the Boards and Commissions later on that evening during the break.

MANAGER/STAFF REPORT: None

AUDIENCE COMMENT: None

Rachel Sines, 2219 Austin Drive was concerned about conforming to the Master Plan and talked about the development on Old Novi Rd. When she purchased her home on Austin Drive there was no question about the zoning with the property behind her home was. She said she never dreamed that the one story single family homes would be torn down for three story multi-family homes. They propose over 50 homes on a small parcel of land. The neighbors have met with the developers and they raised several issues. She could not cover them all in three minutes, but wanted to touch on a few of the issues. The height and the amount of homes were a major concern. The Master Plan states that any development needs to conform to the existing neighborhood in that area. She felt three stories do not conform to the existing neighborhood. The developers are more concerned about their pocketbooks by cramming in as many houses that they can without concern of the neighbors around them. Many neighbors agree that maintaining the current zoning and building of either one or two story single family homes are what would be best for the neighborhood and the City as a whole. Many neighbors experienced flooding with the rapid thaw we had last week, her new sump pump struggled and ran 24 hours for days. This development will remove existing trees and cover the rest of the land in asphalt, creating a flood issue for the rest of the homes, along with water runoff into Shawood Lake. This should all be taken into consideration.

Todd Keen, 2300 Austin Drive echoed the same concerns as Rachel Sines. He has lived in that house for 25 years; there have been a lot of changes, most of them good. This development on Old Novi Road is just too big and too tall. It will look like a sore thumb to see a three story building in that area. The developers claim it will help property values, he thought that was crazy. This is a bad idea; we should really consider not allowing them to put this in.

CM 18-02-018 **Moved by Markham, seconded by Mutch; CARRIED UNANIMOUSLY**

To approve the Consent Agenda as amended to remove Item F for Council Action.

A. Approve Minutes of:
1. February 5, 2018 – Regular meeting

B. Approval of the request of Hubbell, Roth and Clark, Inc. on behalf of Ascension Health (Providence Park Hospital) for Zoning Map Amendment 18.722 to rezone 14.19 acres of property in Section 17, located south of Grand River Avenue, and west of Beck Road, from R-3 (One-Family Residential) to OSC (Office Service Commercial), and to R-3 with PSLR Overlay (One-Family Residential with Planned Suburban Low-Rise Overlay). **SECOND READING**

C. Approval of two Storm Drainage Facility Maintenance Easement Agreements, acceptance of a Warranty Deed for additional right-of-way along Meadowbrook Road, and acceptance of a sidewalk easement and two pathway easements as part of the Beacon Hill Meadows, Beacon Hill Trailhead Park and Shoppes at Beacon Hill developments located on the east side of Meadowbrook Road and north of Twelve Mile Road (Parcels 22-12-352-040, -051, -052).

D. Approval of a Storm Drainage Facility Maintenance Easement Agreement, acceptance of a Warranty Deed for additional right-of-way along Dixon Road and acceptance of a sidewalk easement as part of the Dixon Meadows development located on the east side of Dixon Road and north of Twelve Mile Road (Parcels 22-10-402-091, -095, -096).

E. Approval to purchase the quoted retro-fit SwapLoader with attachments for the previously approved Ford F-550 Regular Cab 4X4 through the City of Rochester Hills RFP contract, in the amount of $ 81,300.00.

F. Approval to award civil engineering services to AECOM (URS Corporation - Great Lakes) for design engineering services associated with the 2018 Concrete Panel Replacement Program (CPR) in the amount of $65,186.00. – **REMOVED and later approved**

G. Approval of the final payment to Merlo Construction Company for the Meadowbrook Commons Parking Lot Rehabilitation project in the amount of $49,275.40, plus interest earned on retainage.

H. Approval to award engineering design services to OHM Advisors (Orchard, Hiltz & McCliment) for sanitary sewer flow metering at select locations throughout the city, in the amount of $35,500.00.

I. Approval to award civil engineering services to OHM Advisors (Orchard, Hiltz & McCliment) to prepare design plans and specifications associated with the rehabilitation of the bridges located at Meadowbrook Road over Courtier Ditch, Cranbrooke Drive over Courtier Ditch, and West Park Drive over CSX Railroad, for a fee of $35,000.

J. Approval to award geotechnical engineering services to Testing Engineers & Consultants, Inc. (TEC) for geotechnical investigation of pavements and subgrade soils associated with the 2018 and 2019 Neighborhood Road Program (NRP) in the amount of $30,880.50.

K. Approval of the final payment to Highway Maintenance & Construction Company for the 2017 Chip Seal Program in the amount of $10,232.66, plus interest earned on retainage.

L. Approval of a Street Light Purchase Agreement with The Detroit Edison Company (DTE Energy) for the installation and ongoing operation costs of four (4) street lights, one at the entrance of the Dixon Meadows Phase 1 development Dixon Road and three (3) within the subdivision; and approval of an agreement with Pulte Homes of Michigan, LLC, a Michigan corporation, for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

M. Approval of Claims and Accounts – Warrant No. 1006

Roll call vote on CM 18-02-018 **Yeas: Breen, Casey, Markham, Mutch, Wrobel, Gatt, Staudt**
Nays: None

MATTERS FOR COUNCIL ACTION

1. Consideration for tentative approval of the request of Pulte Homes of Michigan, LLC, JSP17-62, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan for the Villas at Stonebrook development. The subject property is approximately 26 acres of land located on the east side of Wixom Road, north of Eleven Mile Road, in Section 17 (previously known as the Profile Steel property). The applicant is proposing 43 duplex units (86 homes total) in "age-targeted" ranch-style homes.

Bill Anderson, representative from Atwell, the Engineering and Planning Consultants for this project which is being proposed by Pulte Homes. Joe Skore, Vice President, Pulte Homes Land, and their Environmental Consultants, PM Group were also in attendance. Mr. Anderson said the Village of Stonebrook is a 26 acre development in which they are proposing a nice enclave single story duplex development. It is located on Wixom Road; Providence Hospital is to the east. There are wetland complexes and raw land

just to the north of this. He mentioned Target is off to the north; to the west on Wixom Rd. there is residential. He said the elementary school and wetland complexes are to the south. We don't anticipate having any more neighbors once they get in there. The existing condition of the land is a contaminated industrial site. It has been there for some time. It has a parking area, some storage, trees and wetland around the perimeter. They are proposing a Brownfield cleanup; the existing zoning is general industrial, but the Master Plan is looking to get some medium density, low-rise housing development in that area. In the 2016 Master Plan compatibility, it is looking at about 7-units per acre allowable in that area, their proposed development is about 3.6-units per acre. He described they are proposing a ranch style single-family home which will serve that missing middle. This will allow existing Novi residents to "age-in-place" and attract the active adult demographic. Novi is looking for walkable residential developments which they propose to be providing. It will have pedestrian, be bicycle friendly, and off-site pedestrian connections which we will talk about. He noted it will have a cohesive architectural design. The plan features will be an enclave development tucked way back off of Wixom Road. He said there will be a long winding scenic driveway which is 1300 feet. There is an existing wetland and detention pond there; it will be a really nice feel coming in. He explained there will be four little recreational nodes throughout with benches and sitting areas. There will be lighting locations and bike racks throughout the development. There will be common areas with plantings throughout the development; it will be a nice neighborhood character to this. It will be maintenance free living for the active adults. It will be maintained throughout at all times. There is an extensive pedestrian system proposed in the development. They highlighted their walkway system throughout from Wixom Road all the way over to an inner connection to Providence Parkway and they are actually proposing some pedestrian connections into the hospital. He said it provides a watermain connection and an emergency access for fire chief, so they are please. The hospital has a very extensive pedestrian network, and the ITC corridor. They are excited; they have met on multiple occasions. He said the planning staff is comfortable that we are meeting all of the City's standards. He reiterated that it is a single level, ranch style, single to one and a half story, flexible floor plans, with a lot of masonry exterior, and it is a residential character with varied façades. Every unit will have a two car garage with two parking spots for each of the units. He said the units will have varied gable and hip roofs throughout. He explained that Pulte Homes purchased the Del Webb brand, which is a national brand of active adult communities in the United States. These proposed units are right out of that selection case. They are well tested, age targeted products. He presented slides of the proposed units. He stated they were available for any questions.

Member Wrobel asked what the price point would be on these homes. Mr. Skore said the base price point would be in the low to mid $300,000's range. Member Wrobel said there have been a lot of people taking to him in his age group that are looking to stay in Novi, but they want to downsize from their large homes. He thought this was a very good product for the City, the location is very good, and he could fully support this.

CM 18-02-019 Moved by Wrobel, seconded by Staudt; MOTION CARRIED: 4-3

To approve the tentative approval of the request of Pulte Homes of Michigan, LLC, JSP17-62, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan for the Villas at Stonebrook development based on the following findings, City Council deviations, and conditions, with the direction that the applicant shall work with the City Attorney's Office to prepare the required Planned Suburban Low-Rise Overlay Agreement and return to the City Council for Final Approval:

a. **The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. *The plan* proposes a *reasonable transition between adjacent land uses,* and *the* proposed concept *plan* proposes a *non-motorized connection to extensive pathway system within Providence Park Hospital campus to the east.***
b. **In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. *The applicant has provided a Traffic Impact Assessment and a Community Impact Statement which indicate minimal impacts on the use of public services, facilities and utilities. The* proposed *concept plan impacts about* 0.56 *acres of an existing 1. 96* acre *wetlands, and* proposes *removal of approximately 54 percent of regulated trees. The plan indicates appropriate mitigation measures on-site and off-site.***
c. **In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties. *The* proposed *buildings have been buffered by the* proposed *landscaping. The applicant* provides a *driveway access easement on the north* side *of the* proposed *entry drive for a future connection to neighboring properties in order to assist in limiting multiple exits onto* Wixom Road.**
d. **The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article (Article 3.1.27). *The* proposed *development fills the* gap *in* providing *for active older adult housing, which is identified as one of the recommended missing middle housing in the City's 2016 Master Plan for Land Use.***
e. **City Council deviations for the following, as the Concept Plan provides substitute safeguards for each of the regulations and**

there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District, as stated in this motion sheet and in the staff and consultant's review letters:

i. Deviation to allow the submittal of a Traffic Impact Assessment in lieu of required Traffic Impact Study.

ii. Deviation from Sec. 3.21.2.A.i to allow buildings to front on an approved private driveway.

iii. Deviation from Sec. 3.21.2.A.ii & Sec 3.1.27.0 to allow modifications to the required front and side setbacks.

iv. Deviation from Sec. 3.21.2.A.ii & Sec 3.1.27.D to allow reduction of minimum distance between buildings by 5 feet (30 feet required, 25 feet proposed).

v. Deviation from Sec. 3.21.2.8 to allow full time access drives to be connected to a section-line road as opposed to a non-section line road.

vi. Deviation from Sec. 5.5.3.F.ii.b.(2) to allow placement of street trees between the sidewalk and the buildings, (provided the trees are at least 5 feet away from the sidewalk).

vii. Deviation from Sec. 3.21.2.A.iii and Sec. 5.5.3 to allow absence of required landscaped berm along Wixom Road frontage.;

viii. Deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet interval along the property boundary.

Ix. Deviation from Chapter 7(c) (1) of Engineering Design manual for reducing the distance between the sidewalk and back of the curb.

x. Deviation from Section 11-216 (Figure IX.5) of City's Code of Ordinances for reduction of residential driveway taper depth (10 feet required, 7.5 feet proposed).

f. **The Site Plan shall meet the minimum required standards of the Façade Ordinance, with minor deviations to the percentage of asphalt shingles on the rear elevations to be approved by the City's Façade Consultant at the time of Site Plan Review.**
g. **The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Preliminary Site Plan.**

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

Member Mutch asked City Planner McBeth to come up for a few questions regarding the preliminary items related to the qualification of the Planned Suburban Low-Rise Overlay. He noted in the presentation they indicated this is being considered a Low-Rise Multi-Family Use. He wondered if our staff interpreted the duplex units as a Low-Rise. Ms. McBeth confirmed when they looked at it they did consider it as a Multiple-Family development. She recognized that sometimes duplexes are considered attached Single-Family. She noted that due to the nature of the proposed development in this area they thought it might be an appropriate use. Member Mutch said the applicant talked about them being "age-targeted" units, and wondered if they were age restricted or can anyone buy into them? Ms. McBeth replied yes, that was her understanding, they would be open and available to anyone who would want to purchase one. Ms. McBeth said they were being targeted to active adults. Member Mutch referenced information that was included in their packet from the staff review which had a long list of variances that were requested. He said the justification for those variances from the applicant's perspective was that these homes are designed for active seniors, and therefore, because of that design, it justified the variances. He wondered about the staff perspective, and how you understand the variance requests. Why couldn't they build to the ordinance standards and what justifies these variances based on that rationale. Ms. McBeth explained some of the deviations that were discussed, such as, the distance of the homes from the normal 30 feet to 25 feet are normally what they see with a duplex. Novi's building tends to be more appropriate with the smaller setbacks in that case. If they chose to go with apartment buildings which would be permitted in the Suburban Low-Rise as well, then the buildings would be taller and accommodate more units per building, but the separation of units would be greater. In the case of what they are presenting to staff would seem like the setbacks they were proposing were almost sufficient to meet the requirements that the ordinance requires, with a five foot deficiency. She stated that deficiency applies to almost every group of two buildings on the site; we did talk to the applicant about reducing the number units. She said at that point they didn't seem interested in doing that. She explained there were other things in the Planned Suburban Low-Rise Ordinance that expects that there would be the buildings adjacent to the road, in this case there is a long L-shaped piece that reaches to Wixom Road that didn't allow the buildings to be close to the road in that sense. The new road system is being proposed, which is a private road system, seems to make sense for this type of development. Member Mutch said one of the issues the applicant talked about was connectivity in terms of walkability, and staff highlighted that in the staff review. He said people looking to move into active senior units want that walkability and connectivity. He said looking at the site plan from west to east, if you live in the development and you want to walk from your home to some of the neighboring locations, are there any connections from the development to Target or retail area to the north. Ms. McBeth said there are currently some gaps in the sidewalks between this property and the Target. That has been identified by the Walkable Committee and is on the list of potential projects to complete in the future. Member Mutch asked if they could get to the school property to the south on the east side. Ms. McBeth said there are some gaps in that location as well. Member Mutch asked if there was any connection to the City Wildlife Woods Park to the south. Ms. McBeth had a slide that she referred to saying

there may be an opportunity, there is an existing oil well site to the south, potentially there might be opportunity in that location and the other would be to the east towards Providence Park Ring Road, there is a pedestrian connection proposed there. It would be a roundabout way to get there through the trails. He pointed out that even though this abuts a city park, they can go through an oil well, or go to Providence Park, but we don't provide them a pathway to the park. Ms. McBeth said that was a valid point and if Council decides to approve this plan then this would be something we could work with the applicant on along with the Parks Department to determine if there would be another spot. Member Mutch was surprised that they were talking about a connection to a city park and the staff and Planning Commission didn't highlight that. He said there was a previous PRO development for this piece of property back in 2006 or 2007 that included all of this property, plus adjacent property to the west which showed a park connection and park improvements with that PRO. He thought at a minimum we would have a connection to the city park, it seemed silly not to have that in place. He also mentioned that this crosses the ITC Corridor. He wondered if there was any connection from that side to our ITC Corridor path. Ms. McBeth said she believed that is further south and we could let the applicant talk about the connections that they are proposing to make to the pathways within Providence Park. The applicant referred to the slides and pointed out the key pathway from the north to the south would be the ITC Corridor pathway and Providence Hospital loop, we are connecting over to the ITC Corridor north, south pathway and it also ties into the Providence Park witch has a significant loop, and we will be making some upgrades to those in that area. It will connect to the Master Plan north, south pathway. He said the ITC pathway in that area is stone. Member Mutch wondered about the emergency access. The applicant said it would be a 20 foot paved path with a decorative gate as well. It will be intended to encourage pedestrian traffic through there. Member Mutch confirmed with Ms. McBeth that the oil well was an active operational oil well. He wondered if that raised any concerns putting folks that close to oil well. Ms. McBeth responded to his concerns and noted that the planning staff concerns were primarily the visual concerns of the residents that would live there regarding the view of it from a few of the homes. She said they would encourage as much landscaping as possible in that area. As far as the review, the Fire Marshall reviews the plans as well, and this was not raised as any concerns from the Fire Department. Member Mutch wondered if there was any State Standards that that state we shouldn't put a residence within so many feet of an oil well? She said they have not heard of any concerns with that issue. Member Mutch thought that was strange. He questioned why they were proposing to remove 54% of the trees, he understood the applicant said they were low quality trees, why is that such a high number. Ms. McBeth highlighted the Exhibit that shows the proximity of the woodlands and the perimeter of the site. There are some areas that are part of the site that are not part of the initial development or grew up as woodlands overtime. The trees are fairly immature and not the best species of trees that we would expect in a quality woodland. The areas that are identified on the Exhibit show the removal areas that would be part of the request if it moves ahead for preliminary site plan review. Ms. McBeth understood that these would need to come out due to grading of the site and the location of the storm water basin into the homes that are being proposed around the perimeter. He said it wasn't clear to him why so many trees have to be removed.

He wondered how the road improvements would be handled at the entrance of the development. There is currently a center turn lane that ends just north of the property. He wondered if the center turn lane will be extended south or if folks want to turn left into this development if it will cause a backup of traffic behind them. The applicant replied that they submitted a traffic assessment, the counts are pretty low with the smaller development and the age targeted you will see about 40% reduced peak hour flow through this development. He was not sure if they are extending the center left turn lane. They do have recommended approval from the City's Traffic Consultant and they are prepared to accommodate whatever improvements that they suggested. Member Mutch said he didn't want to see people hanging out on Wixom Road. He also stated his parents are retired, but they seem to be driving as much as they did 20 years ago. He said he was not ready to vote to approve this to move this forward; there are open issues, such as the number of variance requests, and connectivity issues that need to be addressed. He would like to see some conversation regarding extending the ITC Trail to this development. That would be a legitimate connection that would have a greater public value than what is being proposed. The Suburban Low-Rise Standard states two things: when granting variances those have to benefit the future users of the property and to the benefit of the community at large. He mentioned the brownfield remediation that will get paid for by the future taxpayers of this property as it is being reimbursed back to the developer he is not seeing a big community development. He didn't have a problem with the concept, he voted for the previous PRO that came before Council that was very similar in terms of the type of uses. It had more amenities with more improvements to the park. He pointed out that we are not dealing with a PRO here. He would be willing to table it depending how the vote goes to give time for the applicant to work with staff to address some of his concerns. He stated until those concerns are addressed he could not support moving this forward.

Member Casey asked Ms. McBeth if she could share with Council what the active open space would be. Ms. McBeth said the initial plan that we reviewed the applicants engineer was too eager to demonstrate open space in areas that were shown that staff didn't consider being open space. After the Planning Commission meeting we met again with the applicant and talked about revising the plan to show areas that were truly to be used as open space. She stated this Exhibit proposed the active open spaces will go down the center of the development, and also the back of the homes were identified as open space. She indicated the staff believed they met that requirement with the adjusted plan. Member Casey thanked her for the clarification. She wanted to go on the record that she liked this concept and that they were bringing forward. She appreciated the vision to look at Low-Rise dwellings with a targeted potential consumer. She pointed out that some of the comments raised by the previous speaker, especially as it related to connecting to a city park, are very well taken. She was more concerned with what was next on the Agenda which was the Brownfield. She appreciated that they were willing to listen to the feedback and they are open to it. She was hopeful that they will be taking back what they heard that evening related to making some potential changes to the development.

Member Breen expressed there was a lot that she liked about this plan. She supported the idea that they are going to clean up an area, and target active adults which the aging residents would like. She asked Ms. McBeth about the Planning Review correspondence from January 30th, which stated item 8 and 9 dealt with the canopy trees and the greenbelt trees. She said the applicant's response letter said there was no deviation required which contradicted the Planning Review documents which stated there *was* a deviation required. Ms. McBeth explained that after the Planning Commission meeting they met again with the applicant to see if any of those deviations could be reduced or eliminated because the Planning Commission had the same concern about the number of deviations. A number of those were removed with modifications to the plan or additional information provided by the applicant. There were three landscape deviations that she believed Member Breen was referring to which have been addressed to the satisfaction of our Landscape Architect who was at the meeting. There was one that was identified as a berm requirement along Wixom Road which is a recommended deviation because the berm just doesn't fit at that location. A second deviation had to do with mixture of the types of trees, the full size trees vs the sub-canopy trees which had a satisfactory resolution to that which we would like to include as well as a deviation that would be at least 25% of the mixture would be included as the sub-canopy trees. Member Casey said that did answer her questions. She shared some of the same concerns that Member Mutch had. She noted that there are a lot of things planned, but we don't have all of it yet. She didn't see connections to walkable areas; she would be more inclined to support it if she could see that information. She was curious to see what other colleagues thought.

Roll call vote on CM 18-02-019 **Yeas: Casey, Wrobel, Gatt, Staudt**
Nays: Markham, Mutch, Breen

2. Approval and adoption of
   (A) Resolution of Understanding authorizing the Oakland County Brownfield Redevelopment Authority (OCBRA) to undertake review of a Brownfield Plan proposal for the Villas at Stonebrook Development, 26700 Wixom Road, and to collect various fees in connection with the proposal;
   (B) Resolution Concurring in the Provisions of a Brownfield Plan adopted by the OCBRA utilizing tax increment financing for a period of five years ending no later than 2025.

Member Casey had a few questions, but wasn't sure who the best person to respond to her questions. She wanted an explanation of what was really in front of them in terms of; length of time, amount of money, and where the revenue comes from. City Manager Auger responded to her questions saying it was about a $1 million dollar clean up to this site to get this investment. The period of time would be five years for the payment so that would give them two years to do it, and three years to collect the funds. He said the three years is the time to collect the funds which is where the confusion is with the five year total. The approximate investment is $27 million for this project. Member Casey said the proposal in front of them talked about $425,000 and the applicant said the base price would be in the low to mid $300,000's, she wanted

clarification on that. The applicant said the base price was in the low to mid $300,000's, with options approximately $425,000. Member Casey asked City Manager Auger specifically about the financing which is a tax increment financing. She wanted an explanation on how that works and where do the funds come from to get reimbursed. City Manager Auger said the key word is, reimbursed. The developer will have to clean up the site, put in the infrastructure and then through the tax collection, they get the funds back through that. It is a reimbursement project, which we pay for, that they fund. Member Casey understood it as the revenues that we repay are from the difference in what the tax rate is right now, and then giving them two years to get the work done. She understood for the three year time period we would be collecting taxes at the current 2017 tax rate until the developer is reimbursed for the $1 million dollars, give or take. City Manager Auger said we will collect the value of the taxes coming through, not stuck at a certain rate, but the new value. We will collect those taxes until they submit for reimbursement, and then Oakland County Brownfield will verify in this case. The $1 million dollars are used until the project is paid for. Member Casey confirmed with City Manager Auger that we will be collecting the taxes at whatever level they would be taxed at as the project is being developed. She also confirmed with City Manager Auger that we will be banking that money, and of that money the developer will be able to be reimbursed for up to $1 million dollars. Member Casey asked what the impact to the City would be. What is the net revenue or lack thereof? City Manager Auger explained that it will not be a negative impact to the City resources because the taxes are being paid and it is a reimbursement. The work will have to be done, and then the value of those homes in the total project will bring the $27 million dollar investment, will already be paying for what they have put in. Member Casey confirmed with City Manager Auger that we will be giving the $1 million dollars out of the taxes of the $27 million dollar investment. She thanked him for clarifying her questions.

Member Mutch stated he was not a huge fan of the Brownfield Authorities, but he said it was the vehicle that the State has put together for these sites. Their approach is that the city forgoes any tax revenue for however long it takes to pay back the developer to clean up the site. He said if the project was approved with some of the elements that he thought should have been there, then he would be willing to support moving this forward. He felt the project being proposed did not meet the standards that he thought it should. He said he didn't feel he should vote for the Brownfield to finance the project until those changes are made.

CM 18-02-020 **Moved by Wrobel, seconded by Casey; MOTION CARRIED: 5-2**

To approve and adopt (subject to PSLR Concept Plan and Agreement approval and site plan approval) of:
(A) Resolution of Understanding authorizing the Oakland County Brownfield Redevelopment Authority (OCBRA) to undertake review of a Brownfield Plan proposal for the Villas at Stonebrook

Development, 26700 Wixom Road, and to collect various fees in connection with the proposal;

Roll call vote on CM 18-02-020 **Yeas: Markham, Wrobel, Gatt, Staudt, Casey**
Nays: Mutch, Breen

CM 18-02-021 **Moved by Wrobel, seconded by Casey; MOTION CARRIED: 5-2**

(B) Resolution Concurring in the Provisions of a Brownfield Plan adopted by the OCBRA utilizing tax increment financing for a period of five years ending no later than 2025.

Roll call vote on CM 18-02-021 **Yeas, Wrobel, Gatt, Staudt, Casey, Markham**
Nays: Mutch, Breen

3. Consideration to approve Water Service Agreement with Commerce Township and Production Tool Supply Company, L.L.C., d/b/a Berkshire eSupply, and Watermain Extension Agreement, including Design and Construction Standards (DCS) waiver, relating to a proposed development located south of Fourteen Mile between the M-5 Freeway and Haggerty Road.

CM 18-02-022 **Moved by Staudt, seconded by Wrobel; CARRIED UNANIMOUSLY**

To approve of form of Water Service Agreement with Commerce Township and Production Tool Supply Company, L.L.C., d/b/a Berkshire eSupply, and Watermain Extension Agreement, including Design and Construction Standards (DCS) waiver, relating to a proposed development located south of Fourteen Mile between the M-5 Freeway and Haggerty Road, and authorization of Mayor and City Clerk to sign, subject to final minor amendments to the agreements and exhibits as approved by the City Manager and City Attorney's office.

Roll call vote on CM 18-02-022 **Yeas: Wrobel, Gatt, Staudt, Breen, Casey, Markham, Mutch**
Nays: None

4. Approval to purchase a 2019 7600 model tandem axle chassis from International through the current State of Michigan MiDeal contract; and the u-fit of the SwapLoader hook lift, v-box, dump body, and liquid tank with Truck & Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of $307,770.00.

CM 18-02-023 **Moved by Wrobel, seconded by Mutch; CARRIED UNANIMOUSLY**

To approve the purchase of a 2019 7600 model tandem axle chassis from International through the current State of Michigan MiDeal contract; and the u-fit of the SwapLoader hook lift, v-box, dump body, and liquid tank with Truck & Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of $307,770.00.

Roll call vote on CM 18-02-023 **Yeas: Gatt, Staudt, Breen, Casey, Markham Mutch, Wrobel**
Nays: None

5. Approval to purchase a 2019 7400 model single axle chassis from International through the current State of Michigan MiDeal contract; and the upfit of the RDS box & wing from Truck & Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of $ 215,542.00.

CM 18-02-024 **Moved by Mutch, seconded by Casey; CARRIED UNANIMOUSLY**

To approve the purchase of a 2019 7400 model single axle chassis from International through the current State of Michigan MiDeal contract; and the upfit of the RDS box & wing from Truck & Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of $ 215,542.00.

Roll call vote on CM 18-02-024 **Yeas: Staudt, Breen, Casey, Markham, Mutch, Wrobel, Gatt**
Nays: None

6. Approval to award a unit price contract to Scodeller Construction Inc., the lowest qualified bidder, for Joint and Crack Seal Program in the estimated amount of $137,750.00. The contract term is one year with two one-year renewal options.

CM 18-02-025 **Moved by Mutch, seconded by Casey; CARRIED UNANIMOUSLY**

To approve to award a unit price contract to Scodeller Construction Inc., the lowest qualified bidder, for Joint and Crack Seal Program in the estimated amount of $137,750.00. The contract term is one year with two one-year renewal options.

Roll call vote on CM 18-02-025 **Yeas: Breen, Casey, Markham, Mutch, Wrobel, Gatt, Staudt**
Nays: None

7. Approval to award civil engineering services to AECOM for design engineering services associated with the 2018 Neighborhood Road Program (NRP) in the amount of $137,025.00.

Member Mutch wondered if this was specifically for asphalt streets and concrete streets, not concrete panels. City Manager Auger confirmed that was correct. He asked what the City expects to spend on construction. City Manager Auger stated it was approximately $5 million for the total program.

CM 18-02-026 **Moved by Staudt, seconded by Wrobel; CARRIED UNANIMOUSLY**

To approve to award civil engineering services to AECOM for design engineering services associated with the 2018 Neighborhood Road Program (NRP) in the amount of $137,025.00.

Roll call vote on CM 18-02-026 **Yeas: Casey, Markham, Mutch, Wrobel, Gatt, Staudt, Breen,**
Nays: None

COUNCIL TOOK A FIVE MINUTE BREAK

8. Mayoral Appointments to the Library Board and Planning Commission.

Mayor Gatt submitted three reappointments to the Library Board, William Lawler, Doreen Poupard, and Craig Messerknecht.

CM 18-02-027 **Moved by Wrobel, seconded by Casey; CARRIED UNANIMOUSLY**

To approve the Mayoral reappointments of William Lawler, Doreen Poupard, and Craig Messerknecht to the Library Board.

Roll call vote on CM 18-02-027 **Yeas: Markham Mutch, Wrobel, Gatt, Staudt, Breen, Casey,**
Nays: None

Mayor Gatt submitted Julie Maday for the Planning Commission (partial-term) expiring on June 30, 2018. Mayor Gatt noted if she is appointed, if she likes it, and we like it, she will not have to interview again in June.

CM 18-02-028 **Moved by Wrobel, seconded by Breen; CARRIED UNANIMOUSLY**

To approve the appointment of Julie Maday for the Planning Commission (partial-term), expiring June 30, 2018.

Roll call vote on CM 18-02-028 **Yeas: Mutch, Wrobel, Gatt, Staudt, Breen, Casey, Markham**
Nays: None

9. Council Appointments to Boards and Commissions.

Dawn Spaulding, Acting City Clerk, provided the results of balloting: Cindy Lang, Colleen Crossey, and Cindy Haley have all been reappointed, and the partial-term will be filled by Laura Williams for the Beautification Commission., Ramesh Verma will be reappointed to the Building Authority. Milan Savani will be appointed to the Historical Commission. Ester Kerr was appointed to the Housing and Community Development Advisory Committee. Paulina Muzzin was appointed to the Parks, Recreation and Cultural Commission.

Mayor Gatt congratulated everyone that was appointed, and reminded those who were not appointed to please stay interested and stay in touch.

AUDIENCE COMMENT: None

MAYOR AND COUNCIL ISSUES: None

Member Markham mentioned the last couple of weeks we have had a lot of rain, and before that we had an enormous amount of snow. She thought the City did a great job of plowing, and reported that she heard great feedback on the Nextdoor App. She said a number of people started to question who was plowing 8 Mile Road because it was not being adequately plowed. She stated she lives on the south side and this has happened for a long time. Year after year, the plowing on 8 Mile has been inconsistent. She understood that it is a boundary road between two counties. She wanted an explanation from city staff on how we are currently doing 8 Mile Road, and why we are not getting consistent service. City Manager Auger stated that 8 Mile Road is a Road Commission Road for two counties. He mentioned that half of 8 Mile being Oakland County and the other half in Wayne County. City Engineer Melistas explained Napier Road to Center Street is currently being maintained by the Road Commission of Oakland County. He said Center Street to Haggerty is owned by and maintained by Wayne County Department of Public Services. He suggested we look at it to see what the cost to maintain that piece would be for winter operations only. He said they will work with the City Manager's office to report back the information of their findings. Member Markham confirmed with City Engineer Melistas that part of the problem is that we have two different agencies taking care of the road. It will never be the same twice which is what the residents have experienced for many years. She was glad that someone brought it forward. She looked at it as a customer satisfaction point of view. She wondered if the City could explore maintaining the whole length, both directions, having possibly Wayne County and Oakland County reimburse the City for what we would be doing. A lot of people from Novi use that route to I-275 to go south. It is very important for us in the mornings, especially if we've had snow overnight. City Engineer Melistas said he will have the Field Operations look at it and report back to the City

Manager's office and go from there. City Engineer Melistas informed Council that the even number streets are owned and maintained by the Road Commission for Oakland County: 10 Mile, 12 Mile, 14 Mile as well as Grand River, Napier Road, Haggerty Road and Novi Road as well. The odd numbered streets are maintained by the City: 9 Mile, 11 Mile, 13 Mile, Wixom, Beck, Taft and Meadowbrook Roads. Member Markham explained that we do some of the plowing on the County Roads and we are reimbursed for that. She said we are talking just about snow plowing, not the pot hole situation, which is a whole different subject. City Engineer Melistas said we have Winter Maintenance Agreements with the Road Commission for Oakland County for a few of those streets, he wasn't sure which ones exactly, but he said he would check with the City Manager's office and advice accordingly. Member Markham thanked him for looking into this issue.

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION:

F. Approval to award civil engineering services to AECOM (URS Corporation - Great Lakes) for design engineering services associated with the 2018 Concrete Panel Replacement Program (CPR) in the amount of $65,186.00.

Member Mutch stated that Item F dealt with the contract for engineering services related to the concrete panel replacement program, and asked City Engineer Melistas to come down for questions. Member Mutch said he read the proposal for engineering services and the reconstruction work that will be done with that. He understood the City was going to use the same approach as they did last year in terms of categorizing the concrete panels as Priority 1 to 3, with Priority 1 being the worst. He said last year the approach was that the City did as many Priority 1 as we could with the money we had available. There was quite a bit of work done across the City. He heard comments that a terrible panel in one section of the street was addressed, and yet if you went 50 feet down the street there was another panel that was slightly worse and it wasn't addressed at all. We explained to residents that the City was going to come back in a couple of years and do that one also. He said they wondered why the City is making them go through a construction zone only to have to go through it again in a few years. He was concerned that the City was going to follow that same pattern and the residents will be questioning why we aren't doing the one down the street if it looks almost as bad as the one in front of their house. City Engineer Melistas said we are currently looking at the various subdivisions recommended from our Consultant Engineers, and we also have a list from Spalding DeDecker Associates who did the program last year that identifies the panels. We know which ones we are going after using the Priority 1, 2, and 3 categories. We have found that it is a good way to use it as a tool to identity which ones need to be removed and replaced. He is not aware of areas that we did replace a Priority1 and did not replace a Priority 1 further up the street. He said the funds are limited. We invested a $1 million dollars in the program last year and it only takes you so far. For logistic reasons we tried to identify concrete panels that were in the Neighborhood Roads Program and we tried to save the City as much money as we could, we went after those panels and replaced them accordingly. This year we will be close to $1.4 million and we are currently identifying

what areas we are going to go after to replace the panels or even do joint repair. Sometimes it doesn't make sense to do concrete panels if we can do joint repair. It stretches out the dollar for the City and the taxpayer. City Manager Auger said a lot of what Member Mutch mentioned is perception. People see a concrete panel that has a crack in it, but structurally it is still sound. He stated that others look worse than they are, and others that we actually drop off are a Priority 2 instead of a Priority 1. He said last year the largest problem was through the communications to these neighborhoods. He said this year the Engineering Team is working with Community Relations Team, we already have a date set for April 11 where all of the HOA's of the subdivisions will be notified, and the program will be better explained to them of the timelines. We are also working with the contractors who win the bids for better staging areas, because that is some of the challenges we faced last year. We will deal with the perception issue. With the funding, City Council went out on a limb last year to do this robust program. He said he challenged any community in the State that is investing like we have invested in our neighborhoods. He said we cannot get to everyone, not even at a million dollars a year. We are trying to spread it out throughout the City equally to get the neighborhood roads back up to your standards. Member Mutch appreciated the explanation. He mentioned last year we talked about doing it that way, but in hindsight he is not sure that was the correct approach. He emphasized that the disruption was the larger problem. He stressed that it was for a variety of reasons such as; the staging, or the amount of time it took for the construction. He pointed out that some of the contractors would go in, take panels out, and then disappear for weeks before coming back to do them. He expressed that residents didn't like hearing that we would have to come back again in the next year or two to replace the Priority 2 streets which had to wait until a later date. He suggested a better approach might be repairing only a half dozen neighborhoods this year, which would include both Priority 1 and 2, that way we are in and out of their neighborhood in one year. He thought that would give residents more satisfaction and less disruption.

Member Wrobel respected the previous speaker's opinion, but he had to disagree. He believed we have to take care of what is bad now and then move forward.

Mayor Pro Tem Staudt commented that part of the concept we had when we agreed to do this was that it would probably be a little chaotic in the early years of the program. We also all agreed that at the time we approved this that would be good because it would show that we were making progress in areas that we weren't making progress previously. The year before this program started we were doing maybe 100 to 200 hundred panels, now we are doing 1000. He wondered how many Priority1 panels we have in Novi. He mentioned that it would be nice for City Council to know how many Priority 1, 2 and 3 panels we have. He understood that can change from year to year depending on how bad the winter was. City Manager Auger said he didn't know on the top of his head, he would check into that for Council, and get back with them on that information. Mayor Pro Tem Staudt said he did not think we could plan this better.

CM 18-02-029 Moved by Staudt, seconded by Wrobel; CARRIED UNANIMOUSLY

To approve to award the civil engineering services to AECOM (URS Corporation - Great Lakes) for design engineering services associated with the 2018 Concrete Panel Replacement Program (CPR) in the amount of $65,186.00.

Roll call vote on CM 18-02-029 **Yeas: Wrobel, Gatt, Staudt, Breen, Casey, Markham**
Nays: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 10:00 P. M.

Dawn Spaulding, Acting City Clerk

Robert J. Gatt, Mayor

Date approved: March 12, 2018

Transcribed by Deborah S. Aubry

Exhibit D

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, AUGUST 27, 2018 AT 7:00 P.M.
COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 TEN MILE ROAD

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Gatt, Mayor Pro Tem Staudt, Council Members Breen, Casey, Markham, Wrobel (absent, excused)

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

APPROVAL OF AGENDA:

CM 18-08-126 Moved by Casey, seconded by Breen; MOTION CARRIED: 6-0

Roll call vote on CM 18-08-126
Yeas: Staudt, Breen, Casey, Markham, Mutch, Gatt
Nays: None
Absent: Wrobel

INTERVIEWS FOR PLANNING COMMISSION:

1. Paul Buyers

Mr. Buyers thought he was good fit for the job. He mentioned he was a practicing attorney, with a transactional slant for the last 25 years. He said he does a great deal of commercial and residential real estate transactions, some large, some small. He has experience with planning; he came from the City of Farmington and served on Boards there for 14 years on the ZBA or Planning Commission. He said the trajectory there was fabulous and had large scale deals occurring. The experience is there, inclination is there, and he enjoys giving back to the community. Member Markham thanked him for volunteering. Seeing that he had lived in another community and not in Novi long term, she wondered what Novi does not have that we could add to our community to make it even better than it is today. Mr. Buyers said a year ago he wanted the removal of the blighted Adell property and that's about to happen which he thought was exciting. He wanted economic growth and additional taxpayers. He said they need residential and commercial growth while making sure you don't get too big too fast. Member Mutch thanked him for his willingness to serve as a fairly new resident. He wondered what he thought the biggest challenge was for the City moving forward over the next three to five years. Mr. Buyers said reasonable growth. There is a lot of demand due to schools, parks, and everything. He said there is still a lot of acreage that can be developed. He said make sure you add tax base and revenue, but pay attention to traffic issues, the needs of existing residents. He didn't think blindly approving a site plan and dollars for the City, but doing it with a steady hand. Member Staudt said he wanted him to expand on his previous comments about economic growth and how you

balance the rights of property owners and the surrounding residents. Mr. Buyers said the fact is that the land owner has property rights. If someone comes along with a change in zoning, you've got to make sure to listen to existing populous. He was not a believer of constraining the property rights of someone. When it comes time to ask the City for a change, that's when you have to be careful and make sure traffic, parks, and policing are in line before you give the go ahead. Member Casey thanked him for volunteering. She said he answered some questions she had, but wanted to know why now. Mr. Buyers said the dust had settled from the move. He said he moved for personal reasons, one was due to the excellence in the school district and he has a high schooler. He lost his father to cancer and his in-laws have lived in Novi for years. He's been visiting them for years and he knows a lot about the community. Member Breen wondered what the biggest challenge was in serving on the Farmington Planning Commission. Mr. Buyers said Farmington had a derelict school, which is now a community training center. For years there have been developments sought, but never developed because they wanted to put a higher density in there. They had to listen to current homeowners. Regrettably he didn't get to see it to the end, but it was the biggest challenge. Mayor Gatt thought he made the right choice moving into Novi. He asked if he weren't chosen, if he would be willing to serve on any other Board or Commission. Mr. Buyers said yes, he was open. His particular skill set is best suited for Planning. He likes to volunteer.

2. Brent Ferrell

Mr. Ferrell said he has lived in Novi about 10 years and has been on the ZBA for several years and was looking to transition to see how the Planning side works. He thought it was Interesting to pursue that avenue and continue serving. He is heavily involved in community and has children that go to school here. He has a deep love for the City. He would like to improve his knowledge and skill set to help the planning of the City. Member Mutch thanked him for offering to serve again. He wondered what his perspective as a resident was in the next three to five years. Mr. Ferrell thought traffic was a huge concern. He wasn't sure how to enhance or fix it. Mayor Pro Tem Staudt mentioned he has served for years on ZBA, he asked for an example of a difficult decision that he had to make, and how he worked with residents to implement it. Mr. Ferrell said he listens to their concerns and complaints, and takes into account their feelings towards the issue they are presenting to the board. Some of the challenges would be citizens who were aggressive or unruly. He understood why they were upset, but unfortunately you can't stop all developments. Having patience and professionalism is the best way to handle that. Member Casey wondered how he balanced the rights of the property owner to develop with the rights of residents in the general population of Novi. Mr. Ferrell said that you have to listen to all concerns and take into consideration. If you are the property owner, you have the right. But it has to be within reason. Unfortunately you can't make everyone happy, but you can find a balance. Member Breen thanked him for his service to Novi and asked what the next biggest issue in Novi was other than traffic? Mr. Ferrell said over developing too quickly. He thought it should be kept at a steady pace. If a big development comes through, let the City absorb it instead of throwing

tons of developments in. Don't slow down progress, but grow steadily. Member Markham thanked him for his service on ZBA. She asked if there were any ordinances that should be modified. Mr. Ferrell said there have been things they've discussed, but he can't think of one right now. There are some that need tweaking because they are outdated. Mayor Gatt asked if there were any decisions they've made in the past month that he agreed with or disagreed with. Mr. Ferrell said there were none that he recalled.

3. Patrick Hornung

Patrick Hornung said he has lived in Novi for almost ten years. He has embraced Novi as home. He's lived in a lot of places and this is the place for him. His background is in Information Technology, computer security. He stated he has been a college professor for 10 years. His background is different than others because it is not in law or planning, but he is an impartial citizen. He could sit on the Commission and be advocate for the City. Mayor Pro Tem Staudt wondered what the City of Novi and Council has done well or poorly as it relates to the development and planning in the last ten years. Mr. Hornung said the residents have an opportunity to speak at the Council and Planning meetings. It's been beautiful to see people express their opinions and explain why they like or dislike something. Member Casey asked him to describe what he thought the role and responsibility is of the Planning Commissioner. Mr. Hornung said the Planning Commissioners' role is to prepare the Master Plan for the City and approve changes to zoning areas. He said read through the Master Plan and he loved the planning and detail involved and the deep thought that goes into all of the decisions they have to make. He thought that it would be a perfect fit and he is passionate about it. Member Breen thanked him for stepping up and being willing to serve. She wondered if he was interested in another position, and if so, where and why. Mr. Hornung said this position had caught his eye. It is uniquely interesting to him. He said he cares deeply about a lot of things in the City. If another opportunity became available he would look at that. Member Markham said she liked to see new volunteers. She said it takes courage and he really sounded interested. She mentioned that he has lived in Novi for 10 years; she wondered what he thought he would like to add or do more of. Mr. Hornung said he felt that public service finds you. He didn't think anyone really thinks of being on City Council or Planning Commission when they are young. He said as the infrastructure grows along the Grand River Corridor he believed a significant population would join Novi that isn't already here. He felt we have a wonderful Police Department, Fire Department, and schools. He said it would be a major concern to not carefully proceed to make sure those services continue to be top notch. Novi has everything anyone could ever need. He wouldn't want to change that negatively. He thought if there is a downtown created, it would need a distinct feel. He wasn't quite sure how the feel of Grand River Corridor would be right now, it needs to be discovered. He thought with the aging population, there is something to be said about the new developments. There are a lot of two and three story developments. He would be concerned about older adults going up and down the stairs in those homes. He felt

at times, the north end is left out of some of the plans. North of I-96 sometimes falls by wayside. Member Mutch appreciated his enthusiasm and interest in the Master Plan. One of the challenges going forward for Novi is changing the landscape for retail development like 12 Oaks Mall anchor stores. wondered what his thoughts were on how a retail center might need to transform into as we move forward. Mr. Hornung said over the years he has seen many traditional malls come and go. They need to adapt and change. He thought maybe an outdoor space in the area. As far as anchor stores, that's tough. Online shopping and other opportunities affect it. They need to think outside the retail box. Maybe some other use can go in there; there are all kinds of possibilities. Mayor Gatt said he thought the12 Oaks Mall will survive. He asked him if he thought the Master Plan was a document made out of stone that can't be changed or is it capable of change after it has been approved. Mr. Hornung thought it was a living document. He said Novi changes and adapts. That's why there are seven people on that Commission and many volunteers countless hours to move forward. One document can't be artificial intelligence for running a city. It provides a well thought out guideline. He said someone previously asked how we resolve a dispute between two competing interests. He said we can always look back at the Master Plan as a fallback when it's hard to make those decisions. Mayor Gatt thanked him for his interest in volunteering.

4. Megan Mitchell - Absent

5. Edward (Joe) Wloszek - Absent

PUBLIC HEARING: None

PRESENTATIONS:

Mayor Gatt announced that they had a very important presentation by SMART. He gave some history on why SMART was there that evening. He stated that City Council was very concerned with the lack of transit in the City. We had some negative publicity in the press over the last several months because of the RTA. Several of the Councilmembers have expressed concern after watching people who work at the 12 Oaks Mall being dropped off by the SMART bus at 12 Mile and Haggerty, and having to walk to the 12 Oaks Mall and other places to get to their job. The City of Novi is a city of 60,000 people and growing. It's a destination city. It is home to 12 Oaks Mall, Suburban Collection Showplace, Providence Hospital, etc. We want to explore all our options. The SMART presentation is the first step in the exploration. SMART is a one mill levy that the people would vote on after the City Council, if they decide to opt in, would vote on. One mill is $3.5 million in today's dollars, and that number will go up over the years when the property values increase. We're talking a large amount of money and he wanted to hear SMART's presentation that will give us $3.5 million worth of transit and help all 60,000 people in the City. He's seen preliminary drawings of where SMART might be and have stops. He personally thought it wasn't what he was looking for. He wants smaller transit lines that go up and down main roads so that residents will not have to walk three miles to Grand River to catch the bus.

Robert Cramer, Deputy General Manager at SMART highlighted a slideshow presentation. He said that Madonna Van Fossen is their Oakland County Ombudsperson. Each County has someone that basically here to make sure each community is happy. Mr. Cramer explained what SMART was. It is the Suburban Mobility Authority for Regional Transportation, formerly known as SEMTA. SMART was created by the Michigan Public Act 204 of 1967. They are one of four public transportation providers in southeast Michigan. DDOT, People Mover, Q-Line are also providers. They operate service in Oakland, Macomb, and Wayne Counties. Their annual ridership, if you include all of their services and support, is 10 million rides. Their services are supported by the 1 mill property tax with each County having a little different way of getting that to them. They are not a taxing authority, but they do benefit from the mill collected provided to them to provide services. In Oakland County certain communities are opted-in. In Oakland County, every $1 dollar of contribution on average equals in return $1.71 in service. They do that by leveraging Federal and State grants and other supporting funds. He said they have a seven member Board, each county gets two members and then there is one from Monroe County. He reiterated that they are not a taxing authority so they have the Public Act 196 Authority in Oakland County which the communities that opt-in become members of. Once you are a member every time there is a millage question which typically happens every four years. All of the community members vote as a block. If all of the community members in Oakland County that are in those vote yes, then the tax is levied for that block of communities. They will then send SMART the money to provide those services. He also mentioned they are working with Oakland County Public Transportation Authority (OCPTA) and each one of the member communities to make sure that the services they are delivering are the best options they can have. He said there are some great options and it takes a great deal of work to customize what each community is provided. He went over the SMART service layers. They are not just a Fixed Route, big bus service. A Fixed Route has set stops, on set schedule. He explained that 3/4 of their ridership does go to the Fixed Route service. He said you can look up on the Fixed Route schedule, some are Local Routes, some are Regional, some are Park and Ride Routes that go from here to downtown Detroit in the morning and back in the afternoon. He said there is the Fast Service which is a regional express limited stop ride. He said the next layer is the SMART Connector Service. It is a small bus service that is available to anyone that lives in the communities that are opted in to SMART and that is basically a door-to-door reservation service which is mostly used by seniors and those individuals with disabilities, but it is open to the general public. If they have a priority capacity issue, they prioritize medical trips first. These are advanced reservation trips. You do not have to walk to a bus stop with this service. SMART ADA Paratransit Service is required for those with a disability that prevents them from using the fixed route. This is a curbside small bus service for approved disabled riders near bus routes. The Community Partnership Program gives community credits to the communities that opt-in. The community credits are double the amount of the municipal credits, and they are supporting the local programs that the communities are operating or participating in. Sometimes communities ban together with their neighbor to increase the service or add other services. The Fixed Route is the most efficient way to move people; they are

big buses running a fixed schedule on the busiest corridors. There are areas in their service areas, which Novi would have, where that is not going to be the best solution to get people where they need to go. He said they can have a Half Fixed and Non-Fixed Route, a Flex Route, depending on what Novi's needs are. Farmington Hills and West Bloomfield Township are two peer communities. Each community is unique. They have a couple of different approaches; in Farmington Hills they wanted SMART to shift more resources to an on-demand ride service. They are the only community that does that. You can get picked up within an hour during the service hours. West Bloomfield Township was interested in more money for some of the partnership programs they were operating. He felt there were areas in Novi that could benefit from a Fixed Route or Flex Route system. He said they would help find the "right mix" of transit services. Possible ingredients to "mix" would be Park and Ride Commuter Bus service to Detroit, local routes connection southern parts of Novi to Haggerty Road and 12 Mile. It could include FAST Grand River service to Farmington Hills and Detroit. Some of the other options such as the Traditional reservation-based SMART Connector, Novi Senior Transportation enhancements, and airport transportation would be beneficial. Some of the key points of the local bus – Grand River Circulator would be that it would connect key Novi destinations. Local Bus - Novi/Haggerty Road would connect residential and commercial areas and provides access to jobs for Novi-bound workers. Local Bus – Novi/Haggerty Road alternate option would have the same characteristics but the route would provide better north/south connection to major retail districts. The SMART Connector goes up to 10 miles in any direction into other communities that are opted-into SMART. The Novi Senior Transportation that would become a SMART Community Partnership Program that would give you increases in funding that would help with the amount of services that the city could provide. It would help replace vehicles more quickly and help purchase expansion vehicles. He mentioned the Airport Transportation and how the city could explore partnerships with private transportation providers or operate through the Community Partnership Program (CPP). In conclusion he expressed that Novi has the need for transit and throughout Oakland County. SMART can offer a wide range of transit service to meet Novi's needs.

Mayor Gatt asked him to elaborate more on the SMART Connector. Mr. Cramer said the Connector has a call in advance reservation and set an appointment. You would get a window of maybe 1/2 hour and arrange for pickup. He said it would be $4 each way for the general public and $1 each way for senior/disabled for up to 10 miles.

Mayor Pro Tem Staudt mentioned that during the presentation he was looking at Novi's contribution to overall costs, $3.5 million, in determining service levels. He found that difficult to believe we would get that amount in services. He thought we should work back the numbers. He said this was amongst one of the concerns that everybody has with the RTA. He thought it was the suburban communities funding everyone else. Our millage would be in the top five of all SMART communities. He would like the financial representative where would our millage fit. The representative said that Novi would probably be in the top six in Oakland County. It would include Royal Oak, Troy, Farmington Hills, and Bloomfield. Member Staudt said in the analysis of the RTA we were top two or three. Mayor Pro Tem Staudt wondered realistically, what could the residents

expect in return from our $3.5 million. He said he fully understood that we are paying for a whole system. Mr. Cramer said there are some unknowns. It depends on services and routes. Their goal would be to give us at least the value of the millage in direct quantifiable service. In Novi, we already have routes that come near here, the hospital; the three mall cluster on Novi Road, Suburban Collection, and Novi is set up to be a vital part of the system even though we are not in it right now. He felt Novi could get a greater return than many of the other communities that may not be as well positioned to be an integral part of their network. Mayor Pro Tem Staudt stated for this to be effective as a transportation system, Novi's outbound is not going to be the primary beneficiary. It will be the rest of the system inbound. If we are experiencing disproportionate numbers of transit opportunities in the City, then we aren't getting the inbound traffic because those other communities such as Southfield, Pontiac and other communities within the SMART system don't have anywhere approaching $3.5 million. Their service levels are considerably less. He asked how do you equate that or do you use a portion of Novi's contribution to subsidize those systems. Mr. Cramer gave Southfield and Royal Oak as an example and said they are mid-system. The routes that crisscross their communities, the cost is shared through the communities along that route. He would be happy to get to that step since these are just concepts. They will be able to demonstrate the costs. It's not only about the Fixed Route. What other services can we provide for this community that other communities don't need? Mayor Pro Tem Staudt wondered what percentage of our contributions would go to community credits. Is it set by SMART as a system wide basis? We may be much bigger beneficiary from Community Service than Fixed Routes. How is that determined? Is that decision made in a contractual relationship between our city and SMART? Or can SMART change it whenever they want. Mr. Cramer said the community credits were originally based as a connection to the municipal credits which was a State funding. What we've done was based on how much of a Fixed Route System, you get more credits. It is a flexible number. The way the service is dictated is a contractual agreement between SMART and OCPTA. They are the ones handing over the dollars on behalf of the members. That is part of the process. From SMARTS perspective they know that the City Council can decide to leave and take the money and not be part of OCPTA any longer and that is one of the major factors that Novi could count on. Mayor Pro Tem Staudt said Novi has been a City that has been greatly hindered by statutory revenue sharing and the great formulas that were calculated in Lansing, we went from a multi-million City to five digits. It always gets a little nerve racking when bureaucratic organizations have the authority to make decisions without our direct input. Mayor Pro Tem Staudt said he appreciated the presentation. He said this will be one of those things that we will really have to listen to the residents and see if this is the investment that they want to make, plus the tax paying businesses. They will pay a major portion of the millage. He said over time they have had mixed emotions from businesses. They hear a lot from outside our region and from elected officials from other communities and counties about SMART in Novi, but they are not paying for it.

Member Markham commented that she felt like we needed to be looking at public transit. We have a situation where people are walking to work in the winter and they shouldn't be. We have residents that want to go other places as well. She liked the idea

that we can make it what we need it to be in Novi. She would look for that flexibility. Novi as it was designed, a large portion is residential. Novi intentionally planned the community that way so there isn't always easy access to a corridor. That's a special issue we have as a community. If we are going to serve the residents, some of the potential loops that were described, she likes idea that a loop would circulate through the community to serve the residents. She commented about the two bus stops that currently end on Haggerty are really not quality bus stops, not even one of them has a shelter. She said they are terrible and need to be addressed. She mentioned today for senior transport, we currently have $54,000 in municipal credits. If we opt into SMART, what would that number look like? Mr. Cramer said it would depend on the other services that we would provide, but estimated it would be at least double which would be a safe number to start with. It all depends on what options we want. Member Markham wanted to understand procedures. Her understanding was that Council would vote to opt into the Oakland County Public Transit Authority, but then we would levy a millage which the rest of the SMART communities just had in the last election which is a four year millage. If Novi chose to opt-in and did nothing, our millage would start in four years? Mr. Cramer said that was correct. Member Markham asked if we wanted to do something earlier than that we would have to put a millage on the ballot sometime in the future. Mr. Cramer said we would work with OCPTA if we wanted to levy the tax earlier than that, you would put something on the local millage that would just be consistent with the language that you needed, if it is approved, then the next tax bill you would collect the tax and send it to OCPTA to SMART. If we wanted to wait if Council approved it, next time they had it on a ballot, Novi would be included then. Then you could start collecting the money and then services could start. Member Markham said she hoped we don't wait that long. She mentioned the Circulator and thought it was something they've talked about. She believed it would take pressure off the Novi Road/Grand River intersection. The one shared in the presentation wasn't a loop, and if they went forward, it would have to be modified. Mr. Cramer said they learned lessons from Troy about having to ride in a loop to get to other side. Something that goes back and forth may be more convenient than a one-way loop. Member Markham said she would like to have a series of conversations with the residents, staff and elected officials to flush out what we think we need here. She commented that the communities that have a fast bus, the people love it. She has heard good things about that. She wanted to move forward with the discussion. She thanked them for coming out that evening.

Member Mutch thanked them for the presentation. He hoped interested folks take time to go through presentation. There is quite a bit in it beyond what was discussed, and would answer questions. He also commented that the Fast Bus is popular. He said there is not currently a fast line that exists near here. He asked if it would go from Novi all the way Downtown. Mr. Cramer said that wasn't included in the diagram on the map, but the idea would be to start in Novi and the other routes split off. They are looking for balance in serving employers, employees, and people. The idea is to balance that you can get somewhere quicker, but still makes stops everyone 1-2 miles and ends up Downtown near City Hall, Campus Marius. Fast Routes run seven days a week service and 18-20 hours per day. Member Mutch said one of the challenges is our population is

not transit dependent. It's a choice. A service like this would appeal to people who work downtown or along the route. Member Mutch mentioned SMART has several existing lines, one that runs along Grand River through Farmington, a Park and Ride service in Farmington Hills and a third route across 12 Mile. He wondered if any of those routes would be extended to Novi. Mr. Cramer said that would be part of the discussion. Mr. Cramer said it could be if that was something that provided a great value, they also have a route that comes across 15 Mile Road to connect to Henry Ford Hospital which could provide access for the north side of Novi. All of them can be connected; it all depends on what is the highest priority. Member Mutch mentioned the RTA plans that were presented and what was appealing about that plan was the extension of the existing SMART lines through a contract with SMART. It gave Novi a level of service that we might not have otherwise gotten. He echoed the concern that Member Markham had regarding the existing bus stop shelters or lack thereof. He said if we extend existing lines and putting in place a Fast Bus Line Service. He mentioned the current stops are not destination locations. We need quality shelters, but where they make most sense. He said if we have a Fast Service Line where the key pickup points are in Novi, we would want to have a quality shelter. Mr. Cramer said they have a new enhanced style shelter that includes an emergency call-back, solar lit beacons which lights up to let the bus driver knows you are waiting there, additional lighting and it includes a 32 inch digital screen that will tell you when the next bus is coming. He said their plans are to install those at all of the Fast Bus stops whenever there is room present. The stops at 10 Mile and Haggerty can be both on/off shelters. He said they have over 5,000 stops, we have only 300 shelters. There are other levels; some have just benches or concrete pads. They do studies of how many people are getting on the bus from a particular spot. If it is over a certain threshold then that is what dictates the level of investment and the ability to secure the space to safely put it in place. Member Mutch wondered if the SMART Connector would be duplicating our Senior Transit Services. It has advanced reservations, door to door pick up service, with a limited distance outside of the community. He was curious if it would it be a replacement for our senior service or how they would coexist. Mr. Cramer said it would complement/supplement the service, not replace it. Member Mutch thought it didn't matter if the City or SMART was providing the service; it is the level and the quality of the service that we can provide. He didn't want a duplicated system going when we can invest it to provide the highest level of service for our residents. Member Mutch wondered if the City has the option to subsidize the Connector. The City could purchase passes, so if there is someone in the City that may have a need, they can give out the passes as needed. That would be the best way to subsidize. The regular price for the fare is $4.00 one way, and seniors/disabilities $1.00 one way. Member Mutch wondered if there would be something that would connect to either downtown Northville or Farmington, a Flex Route. Mr. Cramer said they have one example of a Flex Route along Groesbeck and it deviates into some industrial parks. Member Mutch mentioned the Connector and community credits and asked if that was on top of the municipal credits we receive. Mr. Cramer said that was correct. Member Mutch understood if we were to opt in we would receive the $54,000 municipal credit plus an additional over $100,000 plus. It gets back to what Member Markham said earlier, we took the step forward with our local service, making it more affordable and convenient for residents and we have been

surprised by the response. We have to figure out a way to respond to that. This is a fairly limited audience; it is a growing group with the seniors/disabled. If we are looking at expanding the services either way we are going to need that additional funding from somewhere or we will not meet the demand. He thanked Mr. Cramer for all of the information and said it was a lot to take in. Personally he has a much better understanding on what SMART is able to offer. He said we would need more detailed analysis on where exactly where our demand is and where it makes the most sense. If we are going to go this route then we need to determine where we will get the most value for our dollar.

Member Casey thanked Mr. Cramer for the information. She asked if City Council chooses to opt in and put a millage in front of residents, how detailed of a plan can go in front of the residents. She wondered if 80% of what would be offered seems reasonable. Or would it be figured out after the fact. Mr. Cramer thought 80% was fair. He said regulations have to be followed. He said they want residents to understand what they would be getting. He wouldn't just ask for approval and then design. Member Casey followed up with a hypothetical question and asked if assuming there is a millage that passes, how quickly would service be up and running. Mr. Cramer noted that it depends on mix of services are. For the community credits that are just approving a contract to give us extra funding and put that in place. We would have to wait for the taxes to be collected before we have the money in hand. If the City opted for the Fast Route we would need to order additional vehicles. That can take up to 12-18 months, sometimes longer, to manufacture and deliver. That's for the most intensive service and it would be the longest. As soon as they have the capability to put it in place we will do that.

Member Breen had a few questions about the Connector service. She mentioned the service hours are limited and schedule pick up a day ahead of time. Is that something that can be flexible? Mr. Cramer said if that's a priority of the City, they can be flexible; it would be a special service. He said they have had one called "Trippers" where there is a particular group where once a week they can take a group to the grocery store for instance. Also if they have Fixed Route services, that would qualify anyone who lives with in 3/4 mile of that route and has a disability that would prevent them from using the Fixed Route it would allow someone with disability to have ADA service. Member Breen was happy to see phone apps that people can use to schedule rides, and the Get a Job, Get a Ride Program where someone can get a free 30 day pass. She would like to see us explore an incentive program to encourage ridership. She would like a traffic impact study done. She said she was excited to move forward and see options we can utilize.

Mayor Gatt thanked the SMART team for coming out, stay in touch with the City of Novi staff. They will route questions through city manager. He said there is a lot of research to do still. They will hear what the public and the business owners have to say. We are all stakeholders. He said $3.5 million is a ton of money, why don't we start our own program? There will be questions and lots of challenges. We don't want to reinvent the wheel; they know what they're doing. He said we want to get the biggest bang for

buck. If Novi came on board, it may get other communities on board. He would like SMART to see what they can do for us. Mayor Gatt told City Manager Auger that we need more research, and we would want public hearings. We want to make this happen, it just won't happen overnight.

MANAGER/STAFF REPORT: None

AUDIENCE COMMENT:

Michel Duchesneau, 1191 South Lake Dr., Novi. He didn't want the City to take this personally or as a criticism, but he has been attending many meetings and during that time, he has yet to hear the City Manager give any comments. The residents want to hear comments from the City Manager about important things going on in the City. The other observation he had concerned the Planning Commission. He would recommend that the City post the video of the Planning Commission until the minutes are approved. He said if you look back at the Planning Commission agendas since June, there have been two cancelled meetings. The Minutes were approved two months after the meeting. He said items came to Council without the Planning Commission minutes or a video available to community. His last concern was the Pulte proposal. He thought it was a good idea to have duplexes for seniors.

CONSENT AGENDA REMOVALS AND APPROVALS:

Member Breen asked the Items G and K be removed from the Consent Agenda for further discussion.

A. Approve Minutes of:
   1. August 13, 2018 – Regular meeting

B. Approval of an agreement with Suburban Collection Showplace to host the 2018 Evening of Appreciation, an annual event honoring Boards, Commissions, Committees and Employees for their dedication to Novi, on Friday, December 7, 2018 for the estimated amount of $23,400.

C. Approval of Resolution Authorizing the Submission of a Transportation Economic Development Fund (TEDF) Grant application to Michigan Department of Transportation for making road improvements on 14 Mile Road between M-5 and Haggerty.

D. Approval to purchase gas masks for the Novi Police Department from ADS, Incorporated through the General Services Administration (GSA) Cooperative Purchasing Contract in the amount of $39,398.61.

E. Approval to purchase ballistic helmets for the Novi Police Department from United Shield International, LLC through the General Services Administration (GSA) Cooperative Purchasing Contract in the amount of $29,465.

F. Approval to purchase protective turnout gear for the Novi Fire Department from Apollo Fire Equipment based on unit pricing in the amount of $25,959.54 using the City of Troy bid which is extended to all Michigan Intergovernmental Trade Network (MITN) members.

G. Approval to award civil engineering services to OHM Advisors for design engineering services associated with the 12 Mile Road and Novi Road Intersection Reconstruction project in the amount of $71,665.44. **REMOVED, LATER APPROVED**

H. Approval to award a unit price contract to United Resource, LLC, the low bidder, for the FY 2018-19 Snow Removal – Major Pathway's program in an estimated amount of $55,000. The contract term is one year with two one-year extensions.

I. Approval of the final payment to Fonson Company, Inc., for the Pavilion Shore Park – Parking Lot Addition project in the amount of $15,013.35, plus interest earned on retainage.

J. Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Novi Investment Partners, LLC, for the Oakland County 52nd District Court project located at 48150 Grand River Avenue (parcel 22-17-226-003).

K. Approval of a cost participation agreement with the Road Commission for Oakland County for preliminary engineering services associated with the 12 Mile Road and Novi Road Intersection reconstruction project in the amount of $36,000, and amend the budget. **REMOVED, LATER APPROVED**

L. Approval of the addition of the Early Input Budget Session for City Council on Saturday, January 12, 2019 at 8:30 a.m. to the 2019 Calendar.

M. Approval of request by E & M, Inc. (Society Hill) for one-year extension, to October 9, 2019, of site plan approval for a 312-unit apartment project developed as a PD-1 Option in a multi-family (RM-1) district, located at the southwest corner of Novi Road and 12 ½ Mile Road, previously extended under a consent judgment and subject to annual extension reviews.

N. Approval to award the contract for design and printing of the Annual Report Calendar to Accuform Printing & Graphics in the amount of $32,085 for the 2019 calendar and to amend the budget.

O. Approval of Claims and Accounts – Warrant No. 1018

CM 18-08-127 Moved by Casey, seconded by Mutch; MOTION CARRIED: 6-0
To approve the amended Agenda.

Roll call vote on CM 18-08-127

Yeas: Breen, Casey, Markham, Mutch, Gatt, Staudt
Nays: None
Absent: Wrobel

MATTERS FOR COUNCIL ACTION

1. Consideration for approval of the request of Pulte Homes of Michigan, LLC, JSP17-62, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Revised Concept Plan for the Villas at Stonebrook development. The subject property is approximately 26 acres of land located on the east side of Wixom Road, north of Eleven Mile Road, in Section 17. The applicant is proposing 43 duplex units (86 homes total) in "age-targeted" ranch-style homes.

Bill Anderson, Atwell, said they are the planners and engineers for the Villas at Stonebrook. He said along with him was Joe Skore, the Vice President of Pulte Homes. He stated that in February they got tentative approval. He said they have worked through PLSR Agreement which is before Council for approval. He said they have finalized off site easements with the Providence Hospital and ITC. He said they have met with staff on additional things from feedback from Council. He said they updated the rendering; they are proposing an extension of the drive and parking area to the city park immediately south of them. They are proposing signage on Wixom Road for the Wildlife Woods Park. There will be a drive access, 12 parking spaces, ADA sidewalk access to the existing pavilion. He stated that it was the staff's idea to have a drive access directly closer to that site. It's been added to project to further their excitement and pedestrian interfaces added to the plan.

CM 18-08-128 **Moved by Staudt, seconded by Casey; MOTION CARRIED: 4-2**

To give final approval of the request of Pulte Homes of Michigan, LLC, JSP17-62, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Revised Concept Plan for the Villas at Stonebrook development based on the following findings and conditions, with final form and language to be modified as determined by the City Attorney's Office and City Manager:

a. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. *The plan proposes a reasonable transition between adjacent land uses, and the proposed concept plan proposes a non-motorized connection to extensive pathway system within Providence Park Hospital campus to the east.*

b. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. The applicant has provided a Traffic Impact Assessment and a Community Impact Statement which indicate minimal impacts on the use of public services, facilities and utilities. The proposed concept plan impacts about 0.56 acres of existing 1.96 acre wetlands, and proposes removal of approximately 54 percent of regulated tree removals. The plan indicates appropriate mitigation measures on-site and off-site.

c. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties. The proposed buildings have been buffered by the proposed landscaping. The applicant provides a driveway access easement on the north side of the proposed entry drive for a future connection to neighboring properties in order to assist in limiting multiple exits onto Wixom Road. The applicant has found an alternative location to the well site to the south, benefiting the future residents of the development, and the public with an improved access point to the City park including a new parking lot.

d. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article (Article 3.1.27). The proposed development fills the gap in providing for active older adult housing, which is identified as one of the recommended missing middle housing in the City's 2016 Master Plan for Land Use.

e. The Site Plan shall meet the minimum required standards of the Façade Ordinance, with minor deviations to the percentage of asphalt shingles on the rear elevations to be approved by the City's Façade Consultant at the time of Site Plan Review.

f. The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Preliminary Site Plan.

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

Member Mutch stated when this first came before Council he had concerns about certain elements, specifically the applicant asking for a number of variances in terms of building setback, front and side yard setbacks, distances between buildings, distances from building to road, setbacks of sidewalks, essentially all these variances are required from them to build this number of homes on this site within the density that is permitted. He asked City Planner McBeth if there have been any adjustments in terms of those variances, either reducing the number of variances requested degree of variances requested. Ms. McBeth replied that most changes are related to the driveway access to the park to the south, parking spaces proposed, and reorientation of the drive to the well site. The pathways to Providence Park have stayed the same. With this review there was discussion about wetland mitigation could take place on site or within the vicinity. After talking to the applicant they came up with a Plan B, if it has to be on site, then overall number of units would be reduced by two. Member Mutch stated when this came forward; the justification for the deviations was that this is "age targeted". He wanted Ms. McBeth to explain to him her perspective on how this is different from a "non-age targeted" development that would justify the having all these variances. Ms. McBeth said there are a number of variances and she believed the main thing is the style of units are single story and don't have stairways. The fact that it is under the density that is allowed by the SLR is that they are spread out and they didn't go to additional height that would have be allowed. Member Mutch wondered if anyone from the City has looked at the proximity to existing oil well. He didn't feel like it had been addressed. The way the site is laid out we cannot go out and walk it, he did get online and look on a 3D Ariel views and it struck him there is a set of tanks that are directly adjacent to a couple of these units. Looking at the setbacks there is only a 30 foot setback from the property line to these units. He didn't see screening. They are fairly tall tanks, he wasn't sure if they could be screened. He was concerned about not only the visual aspect, but the safety aspect of residential homes directly adjacent to these storage tanks. He doesn't know what's in there, but he thought the state wouldn't allow a new well to go into this type of location. If the state wouldn't allow a well in that location, he questioned the logic and safety in allowing homes that close to that type of facility. From what he knows, there is potential for other concerns about some of the gases that come from those sites. He asked if the City looked into that with the State. Ms. McBeth said following the February Council meeting, the Fire Department contacted the appropriate officials; they also took a look at the ordinance as well, although he made a good point, the homes are coming in adjacent to an existing facility as opposed to existing homes being there and a new well or facility going in. Member Mutch wondered if it was a new well coming in and we had existing homes in

this location would the City allow that. Ms. McBeth thought the distance would be quite a bit greater than the 30 feet; she thought about 750 feet from an existing home. Member Mutch said we wouldn't allow a new well to come in, but we are saying it is fine to have an existing well and these homes adjacent to it. City Manager Auger said in dealing with the new well going in the proximity of homes is the noise that it takes to drill these wells deep; it is a constant 24 hour system so the State has put those distances in place. Since the tanks exist, they are not concerned about noise. Member Mutch understood that reason, but he believed there is also a safety concern as well. He was leery of creating that situation and was surprised the developer wants to. He wondered who will buy those homes or a least the homes that abut directly next to an existing oil well facility. He also had questions for PRCS Director Muck. He stated the applicant is proposing an access drive off of their access drive that would extend into Wildlife Woods Park. He assumed that Mr. Muck had conversations with them about what is being proposed. Mr. Muck replied, yes he had. Member Mutch wondered how he saw this functioning with the overall plan of the park. Mr. Muck noted that the City has been looking at that since 2014 and did a Capital Needs Assessment that referenced a potential access road off of Wixom Road. That shelter is used, but it is not one of our heaviest used shelters. That is quite a distance to walk from the school parking lot or the shared parking lot with the school. If we look at some of the school operations this would allow us to not mingle our parking as greatly as it is now. Member Mutch wondered in terms of number of parking spaces that are shown on the plan if it was appropriate for that shelter use. Mr. Muck replied, yes he felt it was appropriate for that shelter use. Member Mutch said the one thing that stood out to him was the talk about connectivity of this site to various pedestrian connectivity opportunities. He believed at some point there will be, but it doesn't exist today. He had concerns about proposal the last time. He felt the applicant was asking for a lot of variances that he didn't feel were needed. He believed that the applicant wanted to maximize their density, but it didn't make sense to him why the City would grant that. The other concern and the largest concern is proximity to oil well. He thought that placing residential that close to that type of facility wouldn't be allowed if it were new, he doesn't know why they would allow it with an existing facility. He has a real challenge voting for this plan with that in place.

Roll call vote on CM 18-08-128 **Yeas: Casey, Markham, Gatt, Staudt**
Nays: Mutch, Breen
Absent: Wrobel

2. Consideration of requests from NB Pizza, LLC (d/b/a Benito's Café):

   A) Consideration of a request for Special Land Use approval for service of alcoholic beverages.

   B) Consideration of request to transfer ownership of an escrowed 2017 Resort Class C License With Specific Purpose Permit (Food), Issued Under MCL 436.1531(2), Original 550 Resort Not At Its Original Location, Must Meet Seating And Food Requirements, From Pizza Hut Of America, LLC (A Delaware Limited

Liability Company) 3199 Bay Road, Saginaw, MI 48603 along with new SDM and Sunday Sales Permit (AM/PM), to NB Pizza, LLC (d/b/a Benito's Café) an existing business located at 24270 Novi Road, Novi, MI 48375.

CM 18-08-129 **Moved by Staudt, seconded by Casey; MOTION CARRIED: 6-0**

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

Roll call vote on CM 18-08-129
Yeas: Markham, Mutch, Gatt, Staudt, Breen, Casey
Nays: None
Absent: Wrobel

CM 18-08-130 **Moved by Staudt, seconded by Mutch; MOTION CARRIED: 6-0**

Approval of the request to transfer ownership of an escrowed 2017 Resort Class C License With Specific Purpose Permit (Food), Issued Under MCL 436.1531(2), Original 550 Resort Not At Its Original Location, Must Meet Seating And Food Requirements, From Pizza Hut Of America, LLC (A Delaware Limited Liability Company) 3199 Bay Road, Saginaw, MI 48603 along with new SDM and Sunday Sales Permit (AM/PM), to NB Pizza, LLC (d/b/a Benito's Café) an existing business located at 24270 Novi Road, Novi, MI 48375.

Roll call vote on CM 18-08-130
Yeas: Mutch, Gatt, Staudt, Breen, Casey, Markham
Nays: None
Absent: Wrobel

3. Approval to award a unit price contract to RC Tuttle Refinishing Co., the low bidder, for the Fall 2018 and Spring 2019 Tree and Landscape Planting Projects in an estimated amount of $199,250.35.

CM 18-08-131 **Moved by Staudt, seconded by Casey; MOTION CARRIED: 6-0**

To approve to award a unit price contract to RC Tuttle Refinishing Co., the low bidder, for the Fall 2018 and Spring 2019 Tree and Landscape Planting Projects in an estimated amount of $199,250.35.

Member Mutch commented that during budget he believed the Tree Fund dollars should be used for planting trees. He was pleased to see increased amount come forward and an opportunity for additional trees around the City. He also noted that he had correspondence with residents adjacent to Lakeshore Park concerned about trees dying along property line and getting those replace. Those particular trees are not

spelled out specifically. In light of the building conversation we are having at Lakeshore Park, he realizes City Administration wants to see that resolved before doing work in the area. If we have an opportunity to replace trees there he would like to see that happen.

Roll call vote on CM 18-08-131 **Yeas: Gatt, Staudt, Breen, Casey, Markham, Mutch**
Nays: None
Absent: Wrobel

4. Adoption of a Resolution to approve Amendment No. 5 to the Water Service Contract with the Great Lakes Water Authority to renew the contract and to adjust the contract value related to maximum day usage.

City Manager Auger commented that this was a great job done by our Department of Public Works to work with the Detroit Water and Sewer to actually lower the amount we pay for water by approximately $100,000 a year.

CM 18-08-132 **Moved by Casey, seconded by Staudt; MOTION CARRIED: 6-0**

To adopt a Resolution to approve Amendment No. 5 to the Water Service Contract with the Great Lakes Water Authority to renew the contract and to adjust the contract value related to maximum day usage.

Roll call vote on CM 18-08-132 **Yeas: Staudt, Breen, Casey, Markham, Mutch, Gatt**
Nays: None
Absent: Wrobel

AUDIENCE COMMENT:

Rod Schlessman , 100 Pleasant Cove Dr., Novi commented that he came for the SMART presentation. He thanked Council for opening that conversation up and allowing them to present. He thought they had great options to evaluate.

MAYOR AND COUNCIL ISSUES: NONE

COMMITTEE REPORTS:

Member Casey gave a quick update for her colleagues and residents on our 50th Anniversary planning. She wanted to say thanks to the large committee working to support planning of our 50th Anniversary. She said they have members from the Historical Commission, representatives from the schools, leaders from the residents, some from our Boards and Commissions along with many members of staff. They are all working together to try to plan the best activities for the residents. We will celebrate our

50th Anniversary all year long. We will be coordinating all of our normal events and celebrating our 50th at that time. She said the first big event is on February 11, 2019 that will be a reception prior to the Council meeting. That date is as close to date that the Charter was approved in 1969. We are producing a series of videos, once a month, about the history of Novi and how some of our activities and departments came to be. She also thanked her colleagues for approving the calendar. We are planning a much larger calendar this year that will have fun facts and history on specific dates over the last 50 years. People can dive into and enjoy. Finally the City issued a call for artifacts to be loaned to us for their use for an exhibit in February. If you have any, you can loan them.

Member Breen noted that she and Member Markham had attended a forum for local elected officials on human trafficking. She said they learned from partner communities, as well as the County Commission different things they have been doing to combat this. She said they have come up with different ideas and we look forward to sharing with city staff to see what we can do to make some improvements in that area.

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION:

G. Approval to award civil engineering services to OHM Advisors for design engineering services associated with the 12 Mile Road and Novi Road Intersection Reconstruction project in the amount of $71,665.44

Member Breen wanted to bring this up because Items G and Item K both pertain to the 12 Mile and Novi Road intersection. She said Item G is design and engineering services and Item K is the cost participation with the Road Commission of Oakland County (RCOC). She said this has been a hot topic in the north end. She wanted to give credit to City staff for expediting this since it wasn't scheduled to be done until 2019. This was scheduled through the County with Federal funds, or a mix of Federal and County. Member Breen wondered how that was that different. City Manager Auger explained there are intersections we use Federal funds or joint. This is a County intersection that was to be done with Federal and RCOC funds. We are pre-funding it to move the project up and we will be reimbursed when funds are released. Member Breen wondered if we pay our laborers and contractors the federal wage. City Manager Auger replied that with all Federal projects we have to follow the Federal laws. Member Breen wondered if there is a projected timeline. Mr. Auger said after July 1, 2019.

CM 18-08-133 **Moved by Breen, seconded by Casey; MOTION CARRIED: 6-0**

To approve to award civil engineering services to OHM Advisors for design engineering services associated with the 12 Mile Road and Novi Road Intersection Reconstruction project in the amount of $71,665.44.

Voice Vote CM 18-08-133 **Yeas: Breen, Casey, Markham, Mutch, Gatt, Staudt**

Nays: None
Absent: Wrobel

K. Approval of a cost participation agreement with the Road Commission for Oakland County for preliminary engineering services associated with the 12 Mile Road and Novi Road Intersection reconstruction project in the amount of $36,000, and amend the budget.

CM 18-08-134 Moved by Breen, seconded by Casey; MOTION CARRIED: 6-0

Voice Vote CM 18-08-134 Yeas: Casey, Markham, Mutch, Gatt, Staudt, Breen
Nays: None
Absent: Wrobel

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 9:08 P.M.

_____
Cortney Hanson, City Clerk

_____
Robert J. Gatt, Mayor

_____
Transcribed by Deborah S. Aubry

Date approved: September 17, 2018

Exhibit E

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 MAY 24 AM 10:28

CITY OF NOVI
CITY CLERK'S OFFICE

2019 JUN -7 A 11:27

81010
LIBER 52859 PAGE 844
$26.00 MISC RECORDING
$4.00 REMONUMENTATION
05/24/2019 02:03:52 P.M. RECEIPT# 55083
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

PUBLIC ACCESS EASEMENT

THIS PUBLIC ACCESS EASEMENT (this "Agreement") is made as of ~~February 26~~ May 6, 2019, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company ("Grantor"), whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304, and City of Novi, Michigan, a Michigan municipal corporation ("Grantee"), whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375.

RECITALS

A. Grantor is the owner, or shall become the owner, of real property located in the City of Novi, Oakland County, State of Michigan, described on Exhibit A attached hereto (the "Grantor's Property").

B. Grantee is the owner of real property located in the City of Novi, Oakland County, State of Michigan, described on Exhibit B attached hereto (the "Grantee's Property").

8P
E

C. Grantor desires to grant a non-exclusive, public easement over a portion of the Grantor's Property as hereinafter set forth.

NOW, THEREFORE, for One Dollar ($1), the receipt and adequacy of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, its employees, invitees, and licensees, a non-exclusive, public, and perpetual easement (the "Easement") on, over and across the portion of the Grantor's Property described on Exhibit C attached hereto and depicted on Exhibit D attached hereto (the "Driveway") for all reasonable and customary use associated with the rights of the public for ingress and egress without charge, including vehicular traffic, on and over the Easement, to access the public park located on Grantee's Property.

2. Grantor (or an applicable condominium or homeowner association) shall maintain the Driveway in a good and safe condition, free of debris or waste, and free of accumulations of ice or snow in a condition and manner meeting or exceeding the applicable standards or criteria specified by law, rule, regulation, or ordinance, and in a condition and manner meeting or exceeding Grantee's maintenance of adjoining driveways and parking lots.

3. Grantee acknowledges and agrees that Grantor, or any other owner of the Grantor's Property (or an applicable condominium or homeowner association) has the right, at its cost, to relocate the Driveway.

4. This Agreement may be amended or modified and any requirement of this Agreement may be waived only by the written consent of all the parties hereto, evidenced by a document which has been fully executed, notarized, and recorded in the records of the County in which the Grantor's Property is situated.

5. Grantor represents that Grantor is the fee simple owner of the Grantor's Property with full authority to execute this Agreement and grant the Easement described in this Agreement.

6. This Agreement is governed by the laws of the State of Michigan.

OK - MH

7. This Agreement and all other rights and obligations of the parties hereunder shall run with the land and shall bind and inure to the benefit of the respective parties hereto and their personal representatives, heirs, successors and assigns.

8. This Agreement may be signed in counterparts, each of which shall constitute an original but all of which shall together constitute one and the same Agreement.

9. The Recitals hereto are incorporated herein by this reference.

10. This Agreement is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

PULTE HOMES OF MICHIGAN LLC,
a Michigan limited liability company

By: _____
Joe Skore
Its: VICE PRESIDENT OF LAND ACQUISITION

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of February, 2019, by Joe Skore, the Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of said entity.

Deborah Altman
Deborah Altman
Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: July 3, 2023

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

CITY OF NOVI, MICHIGAN, a Michigan municipal corporation

By: _____

Its: Robert J. Gatt, Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 6th day of May, 2019, by Robert J. Gatt, Mayor the _____ of City of Novi, Michigan, a Michigan municipal corporation, on behalf of said entity.

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF OAKLAND

_____
Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County
My Commission Expires: OCT. 13, 2024

Drafted by:

Nicholas P. Scavone, Jr.
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, MI 48226
313-259-7777

When Recorded Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

DESCRIPTION OF THE GRANTOR'S PROPERTY

Property situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 17; THENCE N01°03'30"W, ALONG THE WEST LINE OF SAID SECTION 17, 2010.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE OF SECTION 17, N01°03'30"W 117.64 FEET; THENCE N89°39'40"E 770.00 FEET; THENCE N01°03'30"W 510.71 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17; THENCE N89°40'58"E, ALONG SAID EAST-WEST 1/4 LINE, 1665.34 FEET; THENCE S00°07'10"W 627.69 FEET; THENCE S89°39'40"W 2422.44 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 25.99 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO THAT PART NOW USED AS WIXOM ROAD.

Tax Parcel Number: 22-17-300-013

Commonly known as: 26700 Wixom Road, Novi, Michigan 48374

EXHIBIT B

DESCRIPTION OF THE GRANTEE'S PROPERTY

Property situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

T1N, R8E, SECTION 17, PART OF THE SW 1/4. BEGINNING AT POINT DISTANT N04°04'19"W 1666.34 FEET FROM THE SW SECTION CORNER; THENCE N04°04'19"W 343.67 FEET; THENCE N86°38'51"E 2422.50 FEET; THENCE S02°54'21"E 1329.76 FEET; THENCE S86°36'55"W 422.60 FEET; THENCE S03°11'51"E 678.08 FEET; THENCE S86°35'42"W 630.62 FEET; THENCE N02°47'07"W 403.46 FEET; THENCE N87°12'53"E 46 FEET; THENCE N02°47'07"W 704.49 FEET; THENCE N87°12'53"E 329 FEET; THENCE N02°37'05"W 278.58 FEET; THENCE S87°22'55"W 416.40 FEET; THENCE N02°47'07"W 69.84 FEET; THENCE S87°12'53"W 537.33 FEET; THENCE N03°50'53"W 208.58 FEET; THENCE S86°09'07"W 787.52 FEET TO THE PLACE OF BEGINNING, CONTAINING 52.16 ACRES.

Tax Parcel Number: 22-17-300-016

EXHIBIT C

DESCRIPTION OF THE DRIVEWAY

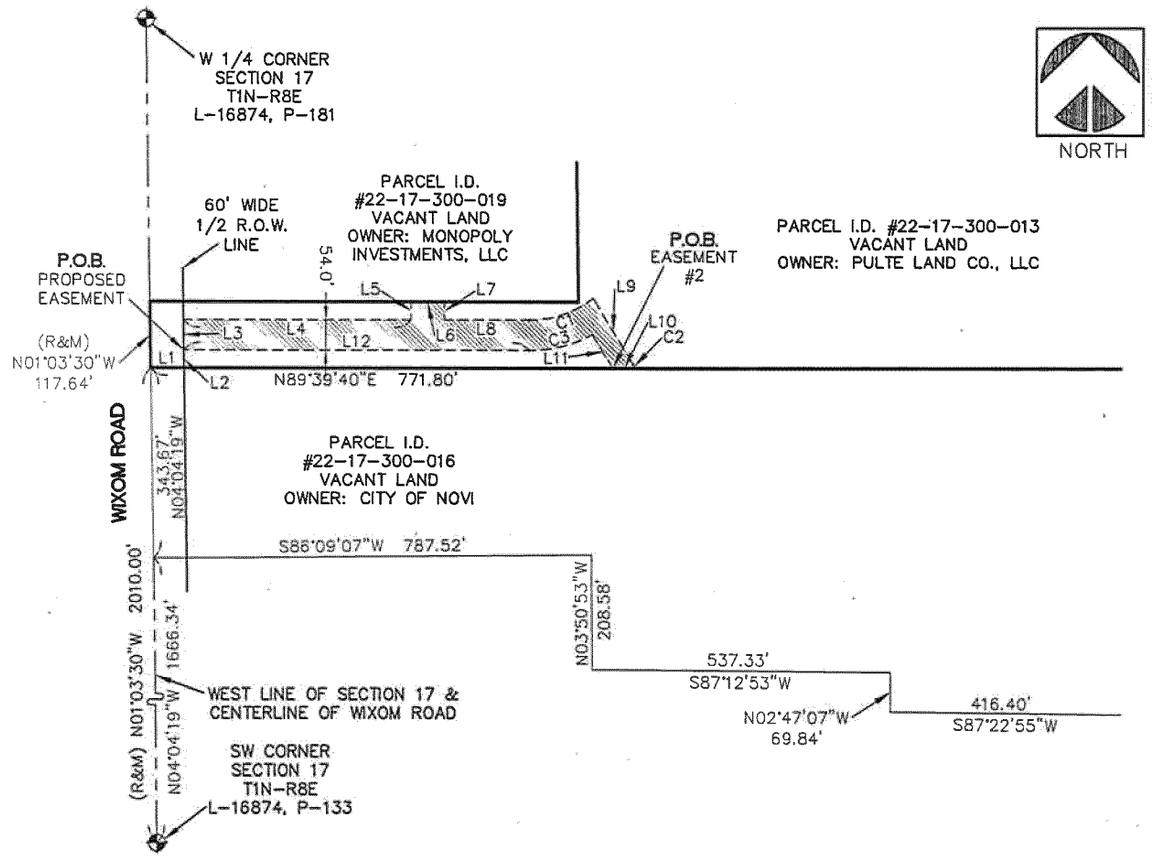
Property situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 17; THENCE N01°03'30"W, ALONG THE WEST LINE OF SAID SECTION 17, 2010.00 FEET; THENCE N89°39'40"E 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF WIXOM ROAD; THENCE N01°03'30"W, ALONG SAID RIGHT OF WAY LINE, 31.89 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, N01°03'30"W 54.00 FEET; THENCE N89°39'53"E 408.15 FEET; THENCE N00°20'20"W 31.77 FEET; THENCE N89°39'40"E 60.00 FEET; THENCE S00°20'20"E 31.77 FEET; THENCE N89°39'53"E 152.53 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 189.03 FEET, AN ARC LENGTH OF 123.82 FEET, A DELTA OF 37°31'42" AND A CHORD BEARING AND DISTANCE OF N70°53'51"E 121.61 FEET; THENCE S31°55'09"E 138.24 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 182.50 FEET, AN ARC LENGTH OF 8.59 FEET, A DELTA OF 02°41'43" AND A CHORD BEARING AND DISTANCE OF S33°16'00"E 8.58 FEET; THENCE S89°39'40"W 41.32 FEET; THENCE N31°55'09"W 70.65 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 243.03 FEET, AN ARC LENGTH OF 118.54 FEET, A DELTA OF 27°56'46" AND A CHORD BEARING AND DISTANCE OF S75°41'22"W 117.37 FEET; THENCE S89°39'53"W 619.99 FEET TO THE POINT OF BEGINNING.

Part of Tax Parcel Number: 22-17-300-013

EXHIBIT D

DEPICTION OF THE DRIVEWAY



LINE DATA

LINE #	BEARING	DISTANCE
L1	N89°39'40"E	60.00'
L2	N01°03'30"W	31.89'
L3	N01°03'30"W	54.00'
L4	N89°39'53"E	408.15'
L5	N00°20'20"W	31.77'
L6	N89°39'40"E	60.00'
L7	S00°20'20"E	31.77'
L8	N89°39'53"E	152.53'
L9	S31°55'09"E	138.24'
L10	S89°39'40"W	41.32'
L11	N31°55'09"W	70.65'
L12	S89°39'53"W	619.99'

CURVE DATA

C1	RADIUS=189.03' ARC LENGTH=123.82' DELTA=37°31'42" CHORD=N70°53'51"E 121.61'
C2	RADIUS=182.50' ARC LENGTH=8.59' DELTA=02°41'43" CHORD=S33°16'00"E 8.58'
C3	RADIUS=243.03' ARC LENGTH=118.54' DELTA=27°56'46" CHORD=S75°41'22"W 117.37'

I, WES LEE O. UMLOR, PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE HEREIN DESCRIBED PARCELS OF LAND; THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS IS NOTED AND WITHIN THE ACCEPTED LIMITS; AND THAT I HAVE FULLY COMPLIED WITH THE REGULATIONS OF ACT 132, P.A. 1970.

BASIS OF BEARINGS: HELD BEARING OF N01°03'30"W ALONG THE WEST LINE SECTION 17 PER DEEDED LEGAL DESCRIPTION.

ERROR OF CLOSURE: 1/10,000+

SHEET 2 OF 3

0 150 300 600
SCALE: 1 inch = 300 ft.

Diffin-Umlor
& ASSOCIATES
Civil Engineering • Surveying • Landscaping • Construction Services
49287 WEST ROAD, WIXOM, MI 48393
PH: (248) 773–7656, FAX: (866) 690–4307

STATE OF MICHIGAN
WES LEE O. UMLOR
PROFESSIONAL SURVEYOR
No. 56369
LICENSED PROFESSIONAL SURVEYOR

EASEMENT LAYOUT

CLIENT:
PULTE LAND COMPANY, LLC
A MICHIGAN LIMITED LIABILITY COMPANY
100 BLOOMFIELD HILLS PARKWAY,
BLOOMFIELD HILLS, MI 48304

SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

Date: 11–28–2018
Project No.: 181103

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2019 MAY 24 AM 10:28

CITY OF NOVI
CITY CLERK'S OFFICE
2019 JUN -7 A 11:27

81011
LIBER 52859 PAGE 852
$26.00 MISC RECORDING
$4.00 REMONUMENTATION
05/24/2019 02:03:52 P.M. RECEIPT# 55083
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Agreement") is made as of MAY 6, 2019, by and between City of Novi, Michigan, a Michigan municipal corporation ("Grantor"), whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375, and Somoco, Inc., a Michigan corporation ("Grantee"), whose address is 13865 S. West Bay Shore Dr., Ste. 200, Traverse City, Michigan 49684.

RECITALS

A. Grantor is the owner of real property located in the City of Novi, Oakland County, State of Michigan, described on Exhibit A attached hereto (the "Grantor's Property").

7P

B. Grantor's predecessor-in-interest and Grantee entered into a Surface Agreement dated February 22, 1990 and recorded in Liber 12921, Page 182, Oakland County Records (as it may be amended, the "Surface Agreement") under which Grantor's predecessor-in-interest granted Grantee a leasehold interest ("Grantee's Leasehold Interest") in an oil production facility located on Grantor's Property (the "Grantee's Facility").

C. Grantor desires to grant to Grantee a non-exclusive easement over a portion of the Grantor's Property as hereinafter set forth.

NOW, THEREFORE, for One Dollar ($1), the receipt and adequacy of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, its employees, invitees and licensees, a non-exclusive easement ("Easement") over a portion of the Grantor's Property described on Exhibit B attached hereto and depicted on Exhibit C attached hereto (the "Easement Area") for vehicular ingress and egress to and from Grantee's Facility over the driveway to be constructed by or on Grantor's behalf within the Easement Area ("Driveway").

2. Grantee acknowledges and agrees that the Easement is non-exclusive and that the Driveway and Easement Area may be used by Grantor, its employees, invitees and licensees and, for so long as Grantor elects to use Grantor's Property as a public park, the public.

3. Subject to obtaining Grantee's prior written consent, which consent shall not be unreasonably withheld, Grantor, or any other owner of the Grantor's Property has the right, at its cost, to relocate the Easement and Driveway.

4. This Agreement and the Easement shall terminate concurrent with the termination of the Grantee's Leasehold Interest in Grantee's Facility under the Surface Agreement.

5. This Agreement may be amended or modified and any requirement of this Agreement may be waived only by the written consent of all the parties hereto, evidenced by a document which has been fully executed, notarized, and recorded in the records of the County in which the Grantor's Property is situated.

OK - MH

6. Grantor represents that Grantor is the fee simple owner of the Grantor's Property with full authority to execute this Agreement and grant the Easement described in this Agreement.

7. This Agreement is governed by the laws of the State of Michigan.

8. This Agreement runs with the Grantor's Property and binds the Grantor's Property and Grantor's successors in title. This Agreement binds and inures to the benefit of Grantee and is successors and assigns, except that Grantee shall not assign its rights or obligations under this Agreement except to a permitted assignee of Grantee's Leasehold Interest as and to the extent permitted under the Surface Agreement.

9. This Agreement may be signed in counterparts, each of which shall constitute an original but all of which shall together constitute one and the same Agreement.

10. The Recitals hereto are incorporated herein by this reference.

11. This Agreement is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY OF NOVI, MICHIGAN, a Michigan municipal corporation

By: _____

Its: Robert J. Gatt, Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 6th day of MAY, 2019, by Robert J. Gatt, Mayor, the _____ of City of Novi, Michigan, a Michigan municipal corporation, on behalf of the corporation.

_____

Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County
My Commission Expires: OCT. 13, 2024

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF OAKLAND

SOMOCO, INC., a Michigan corporation

By: _____

Its: Vice President Patrick M. Gibson

STATE OF MICHIGAN)
)ss
COUNTY OF Leelanau)

The foregoing instrument was acknowledged before me this 21st day of January, 2019, by Patrick M. Gibson, the Vice President of Somoco, Inc., a Michigan corporation, on behalf of said entity.

_____
Karen Waterson
Notary Public
Leelanau County, Michigan
Acting in Leelanau County
My Commission Expires: 10/30/20

Drafted by [redacted]

Nicholas P. Scavone, Jr.
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, MI 48226
313-259-7777

When Recorded Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

DESCRIPTION OF THE GRANTOR'S PROPERTY

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T1N, R8E, SECTION 17, PART OF THE SW 1/4. BEGINNING AT POINT DISTANT N04°04'19"W 1666.34 FEET FROM THE SW SECTION CORNER; THENCE N04°04'19"W 343.67 FEET; THENCE N86°38'51"E 2422.50 FEET; THENCE S02°54'21"E 1329.76 FEET; THENCE S86°36'55"W 422.60 FEET; THENCE S03°11'51"E 678.08 FEET; THENCE S86°35'42"W 630.62 FEET; THENCE N02°47'07"W 403.46 FEET; THENCE N87°12'53"E 46 FEET; THENCE N02°47'07"W 704.49 FEET; THENCE N87°12'53"E 329 FEET; THENCE N02°37'05"W 278.58 FEET; THENCE S87°22'55"W 416.40 FEET; THENCE N02°47'07"W 69.84 FEET; THENCE S87°12'53"W 537.33 FEET; THENCE N03°50'53"W 208.58 FEET; THENCE S86°09'07"W 787.52 FEET TO THE PLACE OF BEGINNING, CONTAINING 52.16 ACRES.

Tax parcel # 22-17-300-016

EXHIBIT B

DESCRIPTION OF THE DRIVEWAY

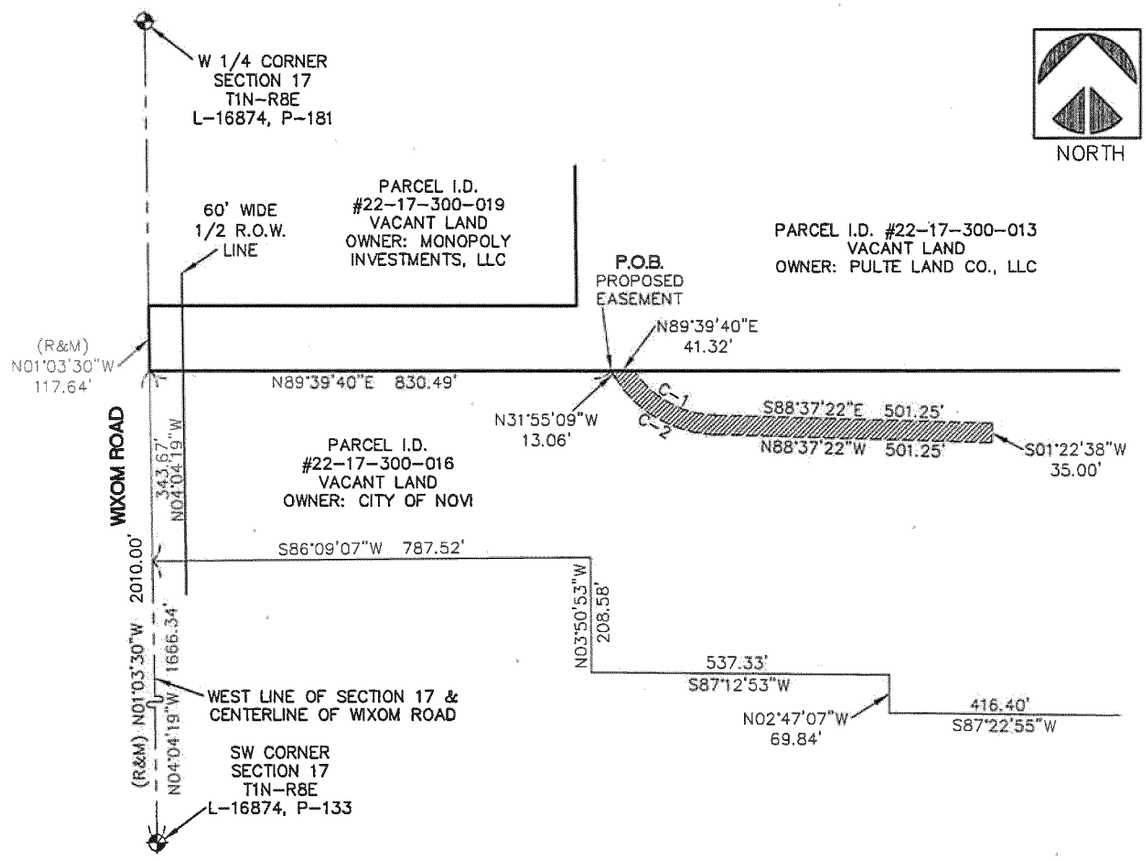
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pt 22-17-300-014

EXHIBIT C

DEPICTION OF THE DRIVEWAY



CURVE DATA

C1	RADIUS=182.50' ARC LENGTH=172.03' DELTA=54°00'30" CHORD=S61°37'07"E 165.73'
C2	RADIUS=217.50' ARC LENGTH=215.25' DELTA=56°42'12" CHORD=N60°16'16"W 206.57'

SHEET 2 OF 3

0 150 300 600
SCALE: 1 inch = 300 ft.

I, WES LEE O. UMLOR, PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE HEREIN DESCRIBED PARCELS OF LAND; THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS IS NOTED AND WITHIN THE ACCEPTED LIMITS; AND THAT I HAVE FULLY COMPLIED WITH THE REGULATIONS OF ACT 132, P.A. 1970.

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STATE OF MICHIGAN
WES LEE O. UMLOR
PROFESSIONAL SURVEYOR
No. 36369
LICENSED PROFESSIONAL SURVEYOR

EASEMENT LAYOUT

CLIENT:
PULTE LAND COMPANY, LLC
A MICHIGAN LIMITED LIABILITY COMPANY
100 BLOOMFIELD HILLS PARKWAY,
BLOOMFIELD HILLS, MI 48304

SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

Date: 11-28-2018
Project No.: 181103

Exhibit F



Exhibit G

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, JULY 27, 2026 AT 7:00 P.M.

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

PLEDGE OF ALLEGIANCE

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

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

APPROVAL OF AGENDA:

CM 26-07-091 **Moved by Casey, seconded by Martinez; MOTION CARRIED: 7-0**

To approve the agenda as presented.

Roll call vote on CM 26-07-091 **Yeas: Casey, Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer**
Nays: None

PUBLIC HEARINGS: None

PRESENTATIONS:

1. Novi 2050 Long-Range Strategic Plan Update - Danielle Mahoney, Asst. City Manager

Assistant City Manager Mahoney said this presentation marks an important milestone in the Novi 2050 process. After months of engagement with Novi residents, their business community, community stakeholders in general, staff, members of the Long-Range Strategic Planning Committee, and Council, they are finally starting to see this plan take shape. She emphasized that what they were going to see at the meeting was direction not decision. Nothing she would be sharing is set in stone or final; rather, they wanted to present emerging themes and concepts that reflect where they are to date and where the planning process has naturally led them. She said discovery, visioning and engagement have all taken place. They are now entering the part of the plan where they are starting the craft the framework and what the overall plan could look like. The plan is going to continue to evolve over the next few months. They are still aiming for an October adoption. She said every engagement opportunity they've had in the past few months has helped to build the framework. Every engagement is built upon the previous engagement which has resulted in the culmination of where they are today. It is cumulative input, not just a single meeting or a single survey. She s said at a very high level, these are the engagement numbers. She didn't want to go through it in too much depth. She emphasized that the numbers are more representative of more than just participation. They really have had great breadth of engagement over the last few months through committees, the general public, boards and commissions, their sounding board, their staff team, and Council have all weighed in, so the numbers represent an

intentionally sought input from the community. She gave a quick shout-out to their staff project team, really complimenting the work that their consultants, Shockey Consulting, are doing. She highlighted all the team members who have contributed. She said more so than having them provide their expertise, their institutional knowledge as the plan moves through the process, she said this is really an opportunity to develop leaders in the organization, getting staff exposed to initiatives and projects they might not see every day. She said on a previous slide, you see broad numbers. Internally, they have hit a lot of mechanisms in terms of how they're getting the word out about this 2050 plan. They've hit every newsletter the city does multiple times. There have been six pop-up events, multiple social posts, a podcast, and their friends at the library have been generously promoting this through their newsletter. Their team has been hard at work promoting this and getting the information out there. She recognized their team and their efforts. SThe Sounding Board is their group of residents, business leaders, community stakeholders, that they look to provide insight and "pulse check" them with where they are. Throughout the process, their perspectives are important in making sure they're getting a varied community perspective. Everyone's lived experiences are coming through and they're able to catch things that they miss and that might not be getting through the engagement surveys or other community workshops. She said this has been a great help.

Assistant City Manager Mahoney said what they've heard consistently, at a high level, from the Vision Survey, the broad takeaways are not surprising: infrastructure and traffic. She said these pretty consistently emerge as the top concerns of the residents. There is a lot of value in Novi strengths while proactively planning for the growth that they have and see today and into the future. A lot of the findings align with Council priorities either from this goal session or the previous one. They've been seeing a lot of things that they already know and are actively working on. It is validating that the work they're doing is consistent throughout the community with things that staff and Council members already recognize. She showed a slide called "Topic Survey 1 – Community Identity and Housing" and said in addition to the Vision Survey, they have also launched some topical surveys. One on community identity and one on housing. Managing growth thoughtfully has emerged as a top priority. Housing across all stages of life has emerged as well. Reinvestments in their neighborhoods and affordability are recurring themes they're seeing, too. She highlighted some of the workshops they've had, different groups throughout community workshops they've had, the Sounding Board, the Long-Range Strategic Planning Committee, staff, the project team and how they all consistently identify similar priorities. That consistency gives them confidence that they're solving the right problems, that they're tackling the right things that are most top of mind across the breadth of engagement strategies that they've employed.

She introduced the draft framework. She said this is where they're making the transition from engagement to synthesis. They're trying to synthesize everything they're hearing. The framework is beginning to take shape. These are emerging concepts, not final recommendations. She pointed them to the draft vision statement. She focused less on individual words and language and more on the question, "Is this reflective of the community we aspire to become in 2050?" This hits on things they're doing well today that they want to carry into the future and leaving space for things they don't yet know they might need to invest some time in. She said this has been refined over the last few

months through the Long-Range Strategic Planning Committee and at their last community workshop in June. She said this will continue to evolve. She said if Council had thoughts, they could reach out to her or to Mayor Pro Tem Casey. She said they will be putting this back in front of people at their next workshop in August. She said the same thing was true of the mission statement. She said this is the "how" behind the vision statement. She said it highlights what they do well today and what they want to do well in the future to keep making sure that they can reach the mission statement. She said draft language will continue to evolve as they continue to stress test that in front of the other groups throughout the remaining engagement process.

She said originally there were five focus areas that emerged from the engagement they'd done. They also have these cross-cutting themes that are general themes they see threaded throughout everything that they wanted to call out as well, but maybe they didn't rise to the level of being a main focus area. Environmental Sustainability is one of those cross-cutting themes that she believes needed to be elevated to a focus area. She had that called out in a different color as an emerging focus area that they're continuing to work on. She said even though they are separate themes, they weave together. They don't really stand alone. She said as they go through the building strategies, they'll see some consistent call outs throughout each of those six. On Environmental Sustainability, they're continuing to refine and work on it. It is currently in development. She highlighted the strategies that they see, meaning some early ideas and concepts that the consultants, the staff team and the Long-Range Committee have been thinking through. She said to give them an idea, they were broken out into these three bucket areas. She said when they talk about "Provide," that's what they own as a city. It's the services they can deliver. It's within their circle of control. "Partnering" is what they accomplish with their partners in the community, whether that's other municipalities, the wonderful relationship they have with the school district, the Chamber of Commerce, and all their business partners. "Advocate" is where they influence. They might not have direct control, but they can work with their friends at the state, the federal level to enact some change if they need regulatory changes or legislature to help with different policies and legislation and general changes like that. She said they'd see those things throughout the focus areas. Showing a slide called "Infrastructure and Facilities," she said the vision for that is in 2050, Novi has seamless, reliable, efficient infrastructure supporting everyday life. She said this is seemingly simple, but they don't always experience that today. She said under each of these, you'll see a vision and a goal. Not pictured, but something else they're working through with staff team is outcome measures. They are continuing to think and refine how they are going to accomplish these. They're asking what are the individual SMART goals that tie up to that broader vision. She said when she presents again, Council will see all of those. The main theme for this one is they want to maintain what they have, they want to invest smartly and use technology appropriate to make this vision a reality in the future.

Assistant City Manager Mahoney said the second was rehousing and redevelopment. She said they are not talking about unlimited growth; they're talking about options. Life cycle housing, thoughtful redevelopment and reinvesting in some of Novi's aging neighborhoods. She thinks that is a distinction that matters and they've seen through the engagement that residents have acknowledged how thoughtfully and intentionally the

city has managed its growth over the years. They definitely want to keep that into the future and really think through what their housing mix looks like and how they can continue to be super thoughtful and intentional with their development. She said for some of these, they were going to lean more on advocation or more on their partners on things that they can't always control themselves. She said "Mobility and Transportation" is not anti-car; it's more about choices. They'd like residents to feel like they can make a choice when it comes to how they get around. Better traffic, managed traffic, safer walking, better connectivity between places and spaces. She believes this one has a direct tie to that sense of belonging and sense of place that they keep hearing throughout all of their engagement efforts. When it's easy to get around, when it's easy to connect with people, you feel that sense of place and that belonging. She said she thinks this is an important call-out for that theme that they keep hearing. She showed a slide called "Responsive and Anticipatory Services" and said she thinks of this as a direct tie to Team Novi and all of their staff. How do they think through what services and service delivery looks like in the future? How are we agile in our approach to shifting demographic trends, providing more multilingual services, technology, our workforce, the makeup of our workforce? She said this section has the opportunity to be one of the most forward-looking sections when they talk about how they operate this plan. This is heavy on the "Provide." There is a lot they can do from the staff side. She said this one is close for staff, just how do they respond and adapt to the future needs of their citizens and make sure that they are anticipating those changes as Novi changes? Lastly, she showed a slide called "Long-Term Funding." She said none of these aspirations happen without sustainable funding. Thinking through what it looks like in the future, this is really about stewardship and being good fiduciaries of their taxpayers and thinking through how they sustain funding for the quality and value of services that their residents receive today into the future. They want to make sure that they're being more efficient, effective, smart, talking about intentional capacity rather than just adding additional capacity to their staff when they think about long-term funding. She thinks there is a lot of Advocacy because, as she learned when she moved to Michigan, there is a lot in Michigan that local governments don't have control over when it comes to revenue and funding. This one is something they'll need to be partnering and advocating for with all their partners.

Assistant City Manager Mahoney said they were not asking Council to approve anything at the meeting or to make any decisions. This presentation was more of a touch point. The Long-Range Strategic Planning Committee has another workshop on August 17th. This framework is going to come more into focus. It will get put in front of them. The Staff Project Team and the community will have workshops the next day. Typically, the Council Committee informs you about what that looks like for the next day with the staff team and the community workshop. Putting this back in front of people, the vision, the mission, the framework, continue refining, testing and listening. Then, the draft will get really narrowed and, hopefully, like she said earlier, they're on track for October. They would like to get back in front of Council, likely in September, do a real thorough deep dive into the plan and have a formal presentation. The Shockey team will come and really go through everything. Then, in October, they'll bring it back to Council for adoption. She thanked Council and said she hoped it was helpful. She reiterated that this is an iterative process. She said six months ago, they were asking questions and today, they're starting to see the answers to those questions emerge. She said it's exciting to see this all take

shape. In the next few months, they're going to continue refining, and those ideas are going to get crafted into a plan that really reflects the priorities of the Council, the organization, and the community. She said they had a sizable crowd in the audience, so she told them about the survey available at cityofnovi.org/novi2050. She invited everyone to fill out a survey and to come to a community workshop. She said they love to hear the residents' perspectives.

Mayor Fischer thanked Assistant City Manager Mahoney for sharing this information with them. He also thanked her for all the hard work that she's leading with Mayor Pro Tem Casey and all the committee members and staff members that she mentioned.

2. Proclamations by Michigan State Representative Kelly Breen

State Representative Kelly Breen thanked Mayor Fischer and invited her friend, Kathy Crawford, to join her at the podium. She said she had a very simple token of gratitude for two people that have dedicated their lives to public service and the City. She said Kathy Crawford has been a staple in Novi. She said there is a lot of division right now in our society and she was standing there against somebody who she previously ran against and lost. Representative Breen said she wanted to give a few personal reasons why she was there. One is that when Ms. Crawford and she ran against each other, it was a very civil thing. After Ms. Breen lost, she still had the privilege and honor of serving on Novi City Council, allowing her to grow and thrive in that area before she moved on to Lansing. She said they might be from opposite parties, but she didn't leave any holes in the drywall. The office was fairly neat and tidy when Representative Breen moved in. She thought it was very tremendous of her to say such nice words about her when they still have these very hot times of contention. Everybody knows Ms. Crawford as a fierce advocate for seniors, for the City. She has served on City Council as a County Commissioner in the State House and, just very recently, she left her position on the Library Board. She cannot think of a better example or a better person to represent Novi than Ms. Crawford and her husband, Hugh. Representative Breen said she was honored to give Ms. Crawford a tribute that is signed by her, State Senator Rosemary Bayer, Anne Bolin, Garland Gilchrist, and Governor Gretchen Whitmer. She said she appreciated Ms. Crawford's stewardship, her mentorship and everything she has done for the City.

Ms. Crawford said there is no need to thank her for supporting this community. She has been a cheerleader for Novi her entire life. She said some may or may not have known that she grew up on a farm in Novi 84 years ago. It was easy to help get things going in Novi when there was nothing there. She is reminded of that every time she comes to the Civic Center. She is reminded of the volunteer committees that actually made where the meeting was being held possible. There is virtually nothing in Novi that residents currently enjoy today that volunteers didn't initiate in some way. She said from the police station to the fire station, the library, everything that Novi has is because someone stepped up and volunteered to serve on a committee, a commission, a board or maybe an elected official. She said just because you're elected and you worked hard to be elected, and maybe you do get a salary, doesn't mean you didn't agree to step up. It's very hard work. It's hard to do. It's hard to run. She said she always says the school board and City Council are two of the hardest places to serve because you're making decisions about

your next-door neighbor. You're making decisions about a business that maybe they don't like what you do. In fact, there are a lot of things that people don't like that you do when you're on City Council or any other board or commission. She appreciates so much the people that are willing to step up and serve no matter what. No matter what their political affiliations are. She thanked City Council for their service because it's very important work that they do. She thanked Representative Kelly Breen.

Representative Breen said the next item she had was for Novi's amazing clerk, Cortney Hanson. She said Novi has a big election this year. Every year, there is an election. Now they have to tell a lot of folks that are worried about whether their votes will be secure, whether they'll be able to cast a vote. When she talks about voting in Novi, she has never once heard anybody complain about how Novi's elections are run. She said this was little late in coming, but last year, Ms. Hanson received the highest honor that the Michigan Association of Municipal Clerks can offer, and that is Clerk of the Year. She received it because she is just that darn good at her job. She encouraged anyone, if they have questions about the elections, their voting and what they can do to observe, what they can do to make sure their vote is safe and secure, there are a multitude of avenues that Ms. Hanson oversees. She said Novi's elections aren't run at the state level; they are run by local clerks, people who are appointed from the community or elected by the community to serve and she has done so in an amazing fashion. She presented Ms. Hanson with a tribute signed by her, Lieutenant Governor Garlin Gilchrist and Governor Gretchen Whitmer. She thanked her for everything she does for the City and for keeping their votes safe and secure.

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Bob Gatt said he sat where Council was sitting for 20 years. He served the people of Novi for 48 consecutive years as a police officer, as a Council member, as Mayor Pro Tem and as Novi's mayor. During his terms as mayor, he was honored to be elected six times, and he won eight citywide elections. Those elections taught him something very important: the people of Novi care deeply about their city and they expect their elected officials to listen, even when they disagree. He asked himself, "How do I stand there and support Blair Bowman without sounding like I'm simply helping a friend?" The answer is simple: this is not about friendship; it's about respect. Somewhere during those 48 years serving Novi, he came to know Blair professionally. He said they never became close, personal friends. They didn't vacation together, they didn't socialize together, and they weren't let's-go-out-to-dinner type friends. Over the years, he developed something he believes is even more important. He developed tremendous respect for him. He respects people who dream big. He respects people who invest in the communities they believe in, and he respects people whose success creates opportunities for everyone around them. He said the Vibe Credit Union Showplace is one of the premier convention and exhibition centers in all of the USA. It brings visitors, conventions, commerce, and national attention to our city. Then came the Hyatt House Hotel, another first-class investment that generates jobs,

tax revenue, and economic activity. Then came the expansion of the Showplace, more investment, more visitors, more businesses, more recognition. The Michigan State Fair chose Novi. Publications across the country consistently rank Novi among America's best places to live. None of that happens by accident. People like Blair Bowman have helped build that reputation. It's easy to look at someone who has been successful and focus only on their success. It's much harder, but much more important to ask a different question. How has that success benefited the people of Novi? He believes the answer is yes, it has. His projects have strengthened our tax base. They've attracted investment. They've brought thousands of visitors who spend money in our restaurants, our hotels, our stores, and our businesses. They've created jobs. They've enhanced Novi's reputation. And yes, they've helped make Novi a more desirable place to live, work, and invest. That benefits every homeowner, every business, every student, and every resident. He said the decision that would be made at the meeting should not be about whether Blair Bowman has been successful. It should be about whether his continued investment is good for Novi. He said he believes history has already answered that question. Some have focused on tax abatements, and he simply asked that Council consider the larger picture. He said an incentive is not the same thing as a loss. He said that many times in his 20 years sitting down there. He said when it results in new investment, new development, higher property values, additional jobs, increased tourism, and long-term tax growth, everyone wins. He said the city wins, the schools win, local businesses win, homeowners win, and the residents of Novi win. In that sense, he shared the line one more time: Blair Bowman always makes money for his partner. In this case, his partners are the City of Novi, the Novi Community School District, the businesses that choose to locate in Novi, the families who call Novi home and the nearly 70,000 residents whose future depends upon the decisions that Council makes. He said when this matter eventually comes to a vote, he respectfully asked Council to look beyond the individual and look at the legacy. He told Council to think about who had the courage to invest in Novi when others would not. He said great cities are built because visionary public leaders and visionary private citizens choose to believe in one another. For decades, Blair Bowman believed in Novi.

Anne Nelke, 48646 Windfall Road, said she was asking for a postponement of the final vote regarding the Camelot Parc project, JSP25-02, until remaining issues have been worked out. She said she is not opposed to the development. Many adaptations and revisions have been made since the original 46-unit apartment complex was proposed. These have not gone unnoticed or unappreciated. Stonebrook Drive is a private road, owned and maintained by the Villas at Stonebrook residents. The majority of residents have been concerned by increased risk factors pertaining to an additional development utilizing this private road. The fact that legal action is pending demonstrates how strongly the community feels regarding their future well-being. She thanked them for that. She said she also wanted to posit a few concerns regarding the City West project. She asked how much the city will be asked to forego in actual dollars through tax abatements or city tax revenues like the new Brownfield Authority. She asked how many public or resident dollars will be spent vis-à-vis the Corridor Improvement Authority and for how long. She said Mr. Bowman received 100% tax abatements for the Hyatt Place hotel. Mayor Fischer in a State of the City address, talked about the need for more tax revenue for other types of developments. She asked what the public benefit or improvement is from this while foregoing millions in future tax revenue. She asked what "otherwise" by

the city means in terms of contributions. She asked what the impact will be on the infrastructure, water, sewer, roads, etc. and who incurs the cost for these necessary improvements. She asked what the specifics are in terms of dollars of police and fire contributions. She also asked about Parks and Recreation donations. She said it has been stated in the Master Plan that the city is saturated with hotels. There's another one slated to be built in the Adelle Plaza. She asked what the need is for a 225-room hotel at this site with a pedestrian bridge to the Vibe Showplace except as a benefit for Mr. Bowman. She asked who pays for this. She said she hoped it was not the Corridor Improvement Authority. She asked how many more apartments, townhouses, and mixed-used units Novi really needs. She said Novi is at the 2045 projected population already. She said there is a plethora of vacancies. Per the Novi 2050 project that she has been on, the overwhelming concern is overdevelopment.

Deborah Domke, 48801 Windfall Road in the Villas at Stonebrook, said she was also there to talk about the Camelot Parc townhomes. She said she was there to ask City Council to please withhold final approval at the meeting for Camelot Parc townhomes. She said Villas at Stonebrook is already an established 84-family neighborhood. She asked them to please remember to protect the interests of the existing Novi residents. She said they deserve the same consideration as a new development. Good planning protects existing neighborhoods while allowing responsible growth. She said the vote at the meeting would affect 84 real families. Decisions like this last for decades. She respectfully asked Council to slow the process down and ensure that all outstanding concerns have been addressed before granting final approval. She asked them again to please withhold final approval at the meeting. She said the fact that legal action is pending should signal that important issues remain unresolved. She said they respectfully ask Council to not finalize this project while those significant concerns are still outstanding. She asked them to please vote no until the issues have been resolved.

Khurram Abbas, 26508 Mandalay Circle, south of where this planned rezoning just happened with City West. He said he was there to speak about the City West project. Ever since the rezoning signs first went up to the transition from this light industrial zoning to this entire City West zoning, it has felt like a classic bait and switch to them, a feeling that is now fully realized now that the zoning is approved by Council. He said they are now looking at up to 750 residential units in this high-density development which is basically a disguise for mixed use. To make matters worse, they are now hearing that significant funding will rely not just on state assistance, but also public dollars through the city's newly established Brownfield Authority and Corridor Improvement body. He said he knows the mayor and Council are aware of how vehemently opposed Novi residents are to this project. He said their concerns are clear and well-founded. Overdevelopment, strain on the city infrastructure, severe impacts on their local schools and permanent loss of green spaces are prevalent. He said that at the meeting, they would see a presentation showcasing the developer's plans. Before the decisions were made to move forward, he urged the mayor and City Council to ask the developer the following five or six questions on behalf of the residents. First, in actual dollar amounts, how much will the city be asked to forgo through tax abatements or tax revenues captured by the Brownfield Corridor Improvement Authorities and how many years will it last? Secondly, what specific impact will 750 units have on Novi's water, sewer and road systems which

are basically crumbling right now and who will be paying for these necessary upgrades? What are the actual details and dollar figures behind the police and fire contribution and parks and rec donations listed in the presentation at that meeting? What tangible benefits to the public or improvements will this project deliver that justify sacrificing millions in future city revenues? Where, specifically, within the proposed developments are the actual public parks, gathering spaces or community meeting areas? Lastly, he was under the impression that Central Park South was a separate project, which was approved by the Planning Commission a little while ago. Why is this being included as part of City West? Does that mean all the incentives that are being asked from the city apply to Central Park South as well? In closing, he said the Novi community deserves complete transparency and hard numbers before they compromise their city's resources.

Mark Weinbaum, 5640 West Maple Road, West Bloomfield, said he is a property owner in Novi. His property is located at the northeast corner of Beck and Grand River. He said he invested in this property about 20 years ago because he recognized that Beck and Grand River were essentially the gateway to Novi as much as Novi Road is the gateway from the east. He found it very quixotic and curious that that area has just, quite frankly, remained sclerotic for the past two decades. He said it's not for lack of effort. There have been plenty of efforts to try to develop those areas, but nothing has taken hold. He thinks this is a unique opportunity to really transform a critical piece of real estate in the community that is, as he suggested and he submits, a crucial gateway to the community. Beyond that, he knows there's concern about additional housing, but the truth is there's an opportunity now, as a result of this transformational brownfield, to develop a quality project with affordable housing, types of housing that are desperately needed in this community, in his opinion. Beyond that, he said, the showplace is the suburb's response to the downtown. He thinks most people in the room have enjoyed the ability to attend the performances, conventions and the trade shows and things of that nature here. He loves the fact that it's near his home and he can come there within a 10-minute drive rather than heading downtown. The truth is the hotels are necessary to make this vibrant and continue to be robust because the alternative is they're just going to lose all this programming to downtown Detroit, to Cobo Hall, without it. He strongly encouraged Council to give some careful consideration to this. He thinks it's a once-in-a-generation opportunity to really, truly transform a corridor in a very thoughtful and quality way.

Michele Duprey said she is 40-year-plus resident of Novi. She said the City of Novi has done a good job of incorporating pickleball into the community. Wildlife Park, once a passive park with very little activity, now is a vibrant park with people of all ages utilizing the pavilion for parties, having soccer on the two fields, baseball, cricket, an outdoor gym, in addition to the very popular pickleball courts. It is a very active and widely used park. She is happy that people are outside and enjoying all that Novi has to offer. She embraces and applauds this, but her primary concern has been road safety. Lately, there has been a proliferation of e-bikes as well as speeding vehicles, many of which fail to yield to oncoming traffic at the intersection of Stonebrook and the park entrance. There is no stop sign. She said she wanted to share two personal stories. Last week, a driver missed the entrance to the park, and she backed up as Ms. Duprey was coming down Stonebrook to her community. She almost hit Ms. Duprey. Secondly, her granddaughter

and she were walking to the park, and they were almost hit by a young man riding an e-bike up the ramp in the park. She said it seemed like he could not control the bike. Her primary concern is safety for all residents and non-residents who use the park. The residents of Villas at Stonebrook have been significantly burdened and impacted by the financial and legal actions of owning a private road that is used to access Novi's public park. She said there is a current legal action pending regarding the ownership of Stonebrook Road leading into the park. To the best of her knowledge, they are the only private road in Novi that is used to access a private park. This remains a serious consideration before final approval is given to the applicant regarding Camelot Parc. This outcome will affect the residents of Stonebrook for the rest of their lives. She said she'd like to work this together and get it done now. They are responsible people. She said she'd like to resolve the issue about the ownership of the road sooner rather than later. She said she'd like to agree to a commonsense resolution which satisfies the city, the residents of Stonebrook and the rest of the residents of Novi. She respectfully asked Council to refrain from making a final commitment to the finalization of Camelot Parc until the Stonebrook Road issue is settled.

Martha Ryznar, 44875 Yorkshire Drive, said she has been a Jamestown Green resident for 23 years. First, some good news. She was jogging recently with her dog behind the Civic Center, and she noticed there was a very undeveloped area because the lawns are beautifully manicured back there and she realized that they're keeping a huge section of milkweed plants for the monarchs. She just wanted to thank whoever made that call. She said there were monarchs on the milkweed plants and she really appreciated that. Regarding Camelot Parc, she asked that Council not grant final approval at the meeting. She said their neighbors at the Villas of Stonebrook have been lowballed by the developer on the maintenance agreement for their private drive. These residents pay for this private drive, and it's used by countless parkgoers as you just heard. She said she's a pickleball player and she has used it. It's got an active oil rig on it and back there with her dogs again, they've seen huge, heavy trucks using it often. The developer has no valid easement to use their public drive. She asked Council to please say no at the meeting. She also said while Providence Meadows was not on the agenda, she requested that they say no to that re-zoning when it comes to them. Due to all the approved re-zonings in Novi recently, soon, 6,100 standing, mature trees will be destroyed. These go by the names of The Groves, City West, and Novi 10 and Novi is a tree city. 400 residents oppose Providence Meadows and sent in signatures and their comments and opinions. Providence Meadows is not attainable housing. It's a residential island. There's a clerical tree count error which could expose them to another legal case and there are no public benefits to Providence Meadows. The last thing she asked Council for was a town hall meeting with the residents. She said the Novi community has a lot to say. She said as they know, she has been collecting opposition signatures on the Providence Meadows re-zoning. In one sub, she only made it to seven homes in 90 minutes because every family wanted to talk to her about what is happening in Novi and to Novi. She asked for a real exchange, a question-and-answer. She said she hopes they can organize this.

Patricia Shaw, 26065 Whipple Road, said she has lived in Novi for 28 years. She was watching the news earlier in the evening and they had a presentation about the Novi

City West. She said she looks around Novi and she sees what they've done to all the natural spaces. She thinks it's terrible what they've done, and she asked that they not go forward with the Novi City West.

Bruce Michael with Three Oaks Communities, 14496 North Sheldon Road, Plymouth, said he was there because they're one of the companies that Blair Bowman has been negotiating with to redevelop the area that's known as Novi City West. He said they are developers of a unique proposition that, so far, they can't find anybody else in the US is doing. He said about 10 years ago, they were approached by about 40 families down in the small city of Saline who were aging parents with adult children with developmental disabilities like autism and Down's syndrome. They said, "Can you help us find a way to create housing for our children? We're particularly concerned with what happens when we're no longer here." Well, they did that development. It turned out to be a successful venture and then they've started now their second and third projects in the State of Michigan in Rochester Hills, doing the very same thing, providing 38 out of 80 housing units for disabled people. They were there tonight to speak in support of wanting to be part of the Novi City West project. He said they'd like to bring the same neuro-inclusive type community to Novi along the south side of the road. He said they've been in lengthy discussions with Blair for some time to create that same kind of community where a certain percentage of those units are going to be ownership units, meaning that they're owned by the people in the special needs trusts within that community. He said it's a very, very good location from their perspective. It has all the things you might want to have around there, a hospital, Blair's Showcase, retail, opportunities for jobs for some of the people, walkability. They think it's just an outstanding location for this. They came to the meeting saying they look forward to being able to work with Blair and the City of Novi to help create their part of the Novi City West transformation.

Aaron Taylor said he was representing Avalon Hospitality which manages the Hyatt Place hotel in Novi. He said he appreciated the opportunity to speak in support of the Novi City West development and the inclusion of a quality full-service hotel that is going to be part of this vision that will be presented by Blair Bowman. He said he is not a resident, but he is employed in Novi and he fully understands what a new hotel can provide to a community, businesses, and the residents. As someone who works in the hospitality industry, he has had the privilege of welcoming thousands of people to the City of Novi. Every day, he sees firsthand why people choose this great city. They come for business, sporting events, conferences, shopping, dining, healthcare and to visit friends and family. More importantly, they leave with a positive impression of this community. A hotel is much more than a place to sleep; it serves as an economic engine. Every guest who stays overnight spends money at local restaurants, shops, entertainment venues, gas stations, and many other businesses. Every dollar circulated through the local community creates opportunities that extend way beyond the hotel itself. Hotel development also creates jobs. There are construction jobs during development and long-term careers in hospitality after opening. He encouraged Council to view the project not simply as another development, but as an investment in Novi's long-term economic vitality.

Peter Scodeller, 5480 Kensington Road, Brighton Township, said he owns a business located in Wixom, Michigan. His company is in the construction business, and they have

several crews that travel on a routine basis. They occupy about 9,200 hotel rooms on an annual basis. He said when they bring people to this area, they try to keep them as close to their Wixom facility as possible. Frequently, they're forced to go as far as 30 miles away because of lack of hotel rooms. So, hotel space is important to them. In the last 30 days, they utilized the Showplace as they have many previous times for company meetings and training and safety and other activities. In transparency, he is a partner of Blair Bowman's on the Central Park South property. He met Blair roughly 30 years ago. Much like one of the previous speakers, he does not go to dinner with Blair. He doesn't socialize with Blair. He has not been on vacation with him or his family. He has never attended his kids' weddings nor has he been to his. They maintain a business relationship. When he met Blair 30 years ago, he was impressed with his vision, his demeanor, and his honesty. That's what motived Mr. Scodeller to try and become engaged with Mr. Bowman in a business setting. He asked that Council give the Novi City West situation an opportunity to come to fruition. He said he believes it's good for the community. As a business owner in the area that occupies a lot of hotel rooms, he said they need hotel rooms, restaurants, and food service. It will also provide construction jobs and long-term permanent jobs to operate these facilities.

Randeashia Burns, 24840 Olde Orchard Street, said she lives in the Olde Orchard Condominiums. She greeted Mayor Fischer and City Council and said she never thought she'd be standing there speaking about an issue that has impacted her family so directly. She moved back to Michigan two years ago. She had the option to move to Birmingham, Rochester Hills, and other thriving cities, but she chose Novi. She made this decision not because it's a thriving city, but because it has one of the best education systems for her children. She said her children have been attending Novi schools for the past two years. It has truly been a blessing. They have grown, built friendships and become a part of this community. Her oldest daughter also attends the Youth Mayor Forum. Their teachers and school experience have positively impacted their life, and she is grateful for the support that she has received. She also thanked Ms. Walsh for emailing her back in such a timely manner last week. The possibility of having to move out of the district because of housing costs is heartbreaking. For families, housing is not just about a house, it's about stability, education, and giving our children the opportunity to continue to thrive in a community they know. She hopes the city continues to consider affordable housing situations so that families who want to stay and contribute to the community have that option. She thanked Council for listening and for considering the impact these decisions have made on her family or families like hers.

Jeff Wainwright said he is with Paradise Park. He said he came to share some thoughts that are to him, very important and very strong. He has been a part of the community for an extended period. That doesn't mean that he's old, just that it's been an extended period. He said imagine a city that's bold enough to dream, setting a vision to breathe new life into the Grand River corridor. He said it's not like there's something wrong with it, but there is a need for some significant improvement. For decades, this premier, highly accessible gateway sat stagnant, burdened by compromised land, fading light industrial sites, shuttered businesses that no longer really reflect who Novi is, the intensity, the vibrancy of what Novi really is. As you think about this and what happened, the city planners said they could do better and they set forth to create a mission to improve that

corridor. He said they did that with the City West program. It was no small feat. They undertook a massive undertaking of study and review to come to that plan. It was reviewed and it was rejected and it was reviewed and it was rejected and it was studied and finally, it was passed. It encompassed something that was significant. It isn't small. It's, in some sense, revolutionary. It includes businesses. It includes sensitivity to residential when it comes to development. Imagine what happened. An incredible stroke of perfect timing. At this exact moment, a respected Novi business leader has stepped forward with a monumental proposal. This is not the development of a building. This is a significant change to the City of Novi. Astonishingly, it is just a complement to the city's vision. It is truly complementary. It passionately embraces every single component of the City West vision. When you look at this, it's without question. This is a perfect match. That was considerable thought that went into this. This is not just a development project. It's truly a transformation, and it's something that has to be looked at and thought about in those terms. By blending residential, retail, vibrant mixed-use spaces across 12 interconnected developments, this will skyrocket Novi into becoming, as you can imagine, the third-largest visitor destination in the State of Michigan. That's not a small undertaking and that's not a small comment. He said that is significant. He ran out of time, but Mayor Fischer allowed him to wrap things up. Mr. Wainwright said he had a couple of quick points. The one thing is about the economic impact. People have talked about that. He said this will bring an effect of economic development of $1 billion to the City of Novi. This is not small; it is significant. It will change everything within the community. He said they talk about the risk, the cost to the city. He said this is not a big cost to the city. This is an upside. There is zero cost for the city as this plan unveils and Blair will explain that in his presentation. He thinks this is about gain. This is about gain to everybody within the City of Novi and there is no cost to the City of Novi. It's a net gain of $1.3 million first time every year. He said think about how that affects the neighborhoods and residents. He said they did the right thing in dreaming up the City West plan and now doing the right thing truly means backing this brave leader because this is no small investment from an investment perspective who answered the call. He said, "Let's seize this moment, support this flawless alignment and build the future for Novi to be the best it can."

Brooks Cowan said he is with Pulte Homes. He was there to voice their support for the City West Transformational Brownfield Program and to say they're excited to be a part of another project in the City of Novi.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 26-07-092 Moved by Casey, seconded by Martinez; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

A. Approve Minutes of:
July 13, 2026 - Regular Meeting

B. Approval of Resolution Appointing City Manager, Community Development Director, and Economic Development Manager to the Economic Development Corporation Board of Directors.

C. Approval of resolution appointing City Manager, Community Development Director, and Finance Director to the Building Authority.

D. Approval of a Resolution Authorizing "2026 Michigan State Fair" to occur on the Vibe Showplace property at 46100 Grand River Avenue on September 2-7, 2026.

E. Adoption of a Resolution Authorizing Distribution of Proposed City of Novi Master Plan amendments to neighboring communities, Oakland County, railroads and public utilities for a 42-day review and comment period.

F. Approval of an ownership transfer of an escrowed 2025 Class C license for Kim's Bap LLC, transferring 50% interest from Kiwan Seo to Junghyang Kim, for the business located at 43155 Main Street, Suite 300, Novi, MI 48375.

G. Approval of request for a special land use for service of alcoholic beverages and to transfer ownership of an escrowed 2025 Class C and SDM license from OTB Acquisition LLC to Round One Entertainment Inc. located at 27600 Novi Rd., Suite 201, Novi, MI 48377

H. Approval of CLEMIS Authority Participation Agreement, Main Services Agreement, and Police/Fire Membership Orders.

I. Approval of a Storm Drainage Facility Maintenance Easement Agreement for UPH Novi Property, LCC for the Culver's located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

J. Approval of a sidewalk easement from UPH Novi Property, LLC as part of the Culver's site plan, located on the west side of Novi Road north of West Oaks Drive (parcel 50-22-15-200-115).

K. Approval of the final closing documents from Hartwell Cement Company, Inc, for the 2024 Neighborhood Sidewalk Repair Program project, in the amount of $0.00.

L. Approval of the final payment to T&M Asphalt Paving, Inc, for the Ella Mae Power Park Pathway Reconstruction and Parking Lot Rehabilitation project, in the amount of $23,679.61, plus interest earned on retainage.

M. Approval to purchase a new replacement sewage pump from Kennedy Industries for the Liberty Park Pump Station, in the amount of $32,675.

N. Approval of Resolution Declaring Necessity and Tentative Intent to Proceed with Project and Setting Public Hearing for Main Street Area Streetlighting and Streetscape (Resolution No. 2)

O. Approval of claims and warrants – Warrant 1206

Roll call vote on CM 26-07-092 **Yeas: Gurumurthy, Heintz, Martinez, Smith, Staudt, Fischer, Casey**

Nays: None

MATTERS FOR COUNCIL ACTION:

1. Appointments to Boards and Commissions

Mayor Fischer recommended Sunitha Ramappan for appointment to the Cultural Arts Advisory Board.

CM 26-07-093 **Moved by Casey, seconded by Gurumurthy: MOTION CARRIED 7-0**

Appointment of Sunitha Ramappan to the Cultural Arts Advisory Board.

Roll call vote on CM 26-07-093 **Yeas: Heintz, Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy**
Nays: None

Mayor Fischer recommended David Staudt for reappointment to the Corridor Improvement Authority with the term ending in 2029.

CM 26-07-094 **Moved by Casey, seconded by Gurumurthy: MOTION CARRIED 7-0**

Appointment of David Staudt to the Corridor Improvement Authority with the term ending in 2029.

Roll call vote on CM 26-07-094 **Yeas: Martinez, Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz**
Nays: None

BREAK FROM 8:09 P.M. – 8:16 P.M.

2. Initial presentation of the project in the City West Corridor, with the potential to utilize the State's Transformational Brownfield Program

City Manager Cardenas said Mr. Bowman and his consultants from Plante Moran Realpoint were there to present the City West proposal. He said what would be proposed in the presentation are permitted in the City West zoning district and would not require re-zoning or a PRO. He said what they'd hear is the developer is plans to make an application to the Michigan Economic Development Corporation, specifically the Transformational Brownfield Program. He said this program is less about contamination on the site and more of an incentive for development. It's a vehicle for tax increment capture. Similar to brownfields that the City Council has approved previously, like the Villas at Stonebrook, once the development is built and new taxes are generated from that new development, it will be captured to reimburse the developer for costs associated with that development. In this program, the state is giving up sales tax and income tax on construction materials and workers. The county and the city will be on the

hook for future property tax contributions. He said as they had also seen in the press, this is the same program that's been utilized with the City of Detroit and for various projects, most recently, the reimagination of the Renaissance Center in the core of the city.

Blair Bowman said he was there on behalf of the project Novi City West Transformational Brownfield. He said they're happy to have some of the folks involved with their efforts come up and tell a little bit about their commitment. The reason why he wanted to have a few of the folks speak is so that Council can understand that this is a real qualified group of developers that are ready to make the investment and take this program to the next step. It was also very good to hear the comments being made and the questions being asked about what the numbers mean, what the commitment is, and what this means for the City.

Mr. Bowman said it's hard to believe that more than 35 years ago, what is now known as the Vibe Credit Union Showplace began as a truly very unique public-private partnership in an old, abandoned liquor warehouse at Novi Road and I-96. Today, they have grown to the 50th largest convention center in the United States, the largest privately-owned, non-casino-based convention and hotel center in the country, and one of Michigan's premier visitor destinations. Most recently, Plante Moran's research confirmed that the Showplace is now the third largest visitor generator in the whole state of Michigan. This level of success brings both opportunity and responsibility. He said as other communities continue to make significant investments in convention facilities, hotels, visitor attractions, they need to ensure that Novi and the Showplace remain competitive for the decades to come. As he's noted in several of his previous annual reports, they are facing major challenges in the competitive landscape. While they continue to view the market from a regional perspective, he believes that it's important for their urban partners in downtown Detroit to do well. It's also their position that they should have access to a scaled approach, similar to the structure utilized for the new hotels being developed adjacent to the Detroit Convention Facility. For the past two years, they have worked closely with City Manager Cardenas, Oakland County leadership, legislative leaders, and more recently, with Plante Moran to evaluate the Transformational Brownfield Programs as a means to achieve that objective. He said he was pleased to say that the program has now been recapitalized, expanded, and signed into law by the governor, creating what they believe is a once-in-a-generation opportunity for the Showplace and for the city to leverage significant and limited state investments and incentives to catalyze local investment. This initiative is about far more than the convention center hotel. Although, he said, the importance of that convention center hotel component cannot be overstated. It represents a comprehensive vision to revitalize the City West Corridor through new housing, hospitality, entertainment, and destination-oriented developments that will benefit residents, businesses, and visitors alike. Today, the Showplace generates approximately $1 billion annually in direct economic impact. With these planned investments, that impact is projected to exceed $1.4 billion annually. Just as importantly, this proposal advances the long-term vision established through Novi's Master Plan and City West planning efforts by transforming contaminated, underutilized, blighted properties into a vibrant, connected destination district. He said they believe this is the right project, at the right place, at the right time, and the investment will strengthen the

Showplace, enhance the surrounding corridor, and reinforce the City and the economic future for generations to come.

Mr. Bowman turned the podium over to Ben Tubergen from Plante Moran Realpoint. He said Mr. Tubergen would explain the specifics of the Transformational Brownfield Program and what it means to Novi. He said after Ben's presentation, he would gladly give a brief overview of the individual portions of the projects and developments which represent, in total, over $400 million of new private investment.

Mr. Tubergen said he appreciated them taking the time to hear about the TBP program. He said a Transformational Brownfield Plan (TBP) is a performance-based financing tool. They are typically used for the viability of large-scale developments, such as Novi City West. On top of incremental newly created property taxes generated by the project, a TBP also includes state tax capture revenues. Those revenues are then utilized to obtain additional financing, which ultimately makes the project financially feasible. In order to qualify for the project, there's going to be five major program requirements. The first and foremost is the developer captures newly created taxes only. No existing tax bases are going to be captured within this program. Each parcel has to have a recognized brownfield condition. There's an investment threshold that needs to be met that's based on population. For the City of Novi, that's $50 million. He said steps four and five would be other steps of levels of approvals. The City of Novi and the State of Michigan must designate this project as having a transformational impact. That's defined as growth in employment, population, and commercial activity. On top of that review process, it must also pass a financial underwriting process through the city and at the state level and that demonstrates the need for the TBP, essentially stating that this project would not continue through without a Transformational Brownfield Plan. Over the next few months to a year, there is going to be a number of approving entities that will be involved reviewing the process, the program, and everything involved. That would include this City Council, the local Brownfield Redevelopment Authority, the Michigan Strategic Fund as well as the MEDC.

Mr. Tubergen said to talk more about where the revenues are being derived from, he said there are going to be four major buckets where these revenues reside. Three of them are going to be state tax capture revenues. The first two are going to come in the construction period. Those are going to be the exemption for sales and use tax on the construction materials, and then reimbursement of income tax of the construction workers. Post-completion, he said they were going to move into another round of state tax capture revenues that take place for 20 years. Those are going to be income taxes of the residents, withholding tax of the workers, and then sales tax of the businesses involved. The fourth bucket is the only local contribution that's going to be made, and that's a traditional TIF. This is the incremental property tax revenue that they discussed earlier that will be eligible for reimbursement for the project. He said this is a reinvestment strategy that's been utilized in a number of different Michigan communities across the state. Mr. Tubergen showed a new slide called "Investment & Benefits Precede Incentives" and said moving on, they targeted four major milestones of what happens once this project gets moving forward. The key is that the investment takes place before the incentives come in. Step one being a $400 million investment from the developer

team, $0 of which is going to come from the City's general fund or state funds. Step two, the projects will come to fruition and be developed which results in about 63 contaminated acres redeveloped, and additional 100,000 square feet of retail, food and beverage and office space. Then, about 750 residential units made up of a combination of for sale townhomes, condos and multi-family rentals as well as a 225-room hotel adjacent to the Showplace. Step three, you'll start to see the economic and fiscal impact of the developments. Along the construction period, they anticipate approximately 1,000 construction jobs. Permanently, they anticipate over 410 direct and indirect permanent jobs and 87,000 new attendees to the Showplace, resulting in about $1.4 billion annual impact between the Showplace and the development itself. Step four takes place over the life of the TBP which is about a 35-year time horizon, where the city's fiscal benefit is set to be about $39 million, while also the developer getting $25 million in reimbursements of new taxes generated. With that, he said he'd let Mr. Bowman run through some of the projects to give Council an idea of what they were proposing.

Mr. Bowman said in their overall plan, they have 12 interrelated projects and developments. The first is the Cambria Hotel. It's a Choice Hotel property. It is the line that they are putting the greatest amount of investment in. It is very consistent with their vision for what a modern forward-thinking hotel environment. It will also have a rooftop element, food and beverage, and meeting space on top. The next item is what they're calling their "finer dining" restaurant. They don't have any announcement to make, but they have had many very positive meetings with both restauranteurs and chefs that are interested in the opportunity. A lot of the feedback they've received is that it may very well be, from both the hotel standpoint and the restaurant standpoint, that it might be better to connect them physically. They'll still be independent operations, but they would have access through a common entryway. That may be one design alteration. He wanted to make sure everyone understood that this is early concept planning in many of these cases. As the plans are submitted for formal review, they, of course, will undergo changes both in reaction to any comments the reviewers might have, but also from market conditions and opportunities that may come their way. This is a very critical thing for having additional dining opportunities in the area. The third and fourth projects are two related projects that are The Mix and the Farm-to-Table. Looking at a slide with the same name, he said this is a perspective view looking down from the new farm-to-table restaurant into some of the rehabilitated buildings. He said they were going to take some of these older structures and put a lot of elbow grease and some new exteriors and certainly a lot of work on the inside. The idea is to keep the old industrial feel and kind of the cool nature of the project and add some new spaces that will support it in the form of prep kitchens, delivery, and city dock areas. He said the centerpiece will be landscaped grounds leading down to an atrium-style structure that will be for indoor/outdoor recreation, entertainment events, social events and gatherings, but also have day-to-day, seven-days-a-week opportunities for bocce ball, lawn bowling and those types of things seasonally outside and then even inside the building. There will be an area dedicated, just past the atrium where one of the existing structures will be dedicated to a dog bar. It'll have a dog park and a dog bar. He said there will be the inside where you can be off leash and outside where you can be off leash. Then, there will be an area where you can be on leash that will lead into their trail system for the

entire project area which is connected all the way through to Beck Road, and north and south with pedestrian and bike trails.

Mr. Bowman showed a slide called "Pulte Townhomes" and said this is the Pulte townhome portion of the property. He said he thinks they've indicated that it's going to be similar to their project in Main Street with a few differences. He said, from what he understands, it's going to be at a little less price point, but they'll be making those determinations and coming in soon for the next level of meetings with the city. They'll be able to go over all of that. He said the next project is a very exciting addition which they just heard about from Bruce Michael with the Three Oaks Development Group. He said they're calling this development Novi Oaks, calling for about 200 units of the neuro-inclusive units, condominium units with the incredible mission of dedicating a sizable percentage of those. That is also done at a pricing and economic point that allows these individuals to attain housing and have it dedicated to those types of owners and users on into the future through deed restrictions. It's something where they can then integrate with neurotypical people, so they create a community with caregivers, team leaders that provide for the care of these individuals and parents who have the unfortunate thought process of, "What is going to happen with my child when I pass away?" This community drives that in spades. He said they have a program that his wife was the immediate past chair of in Brighton called Work Skills. Twice a week, they have groups come in that help with the necessary work. They get a lot out of it at the Showplace and he knows they do, too. He expects that there'll be many more opportunities with this group. Mr. Bowman said the forward buildings along Grand River, they think are very consistent with the City West vision office and retail. He said the lower level of the office retail building looks like it could very well become another restaurant opportunity. That was at least one of the buildings that a prominent chef has identified would be their choice. They like the idea of being adjacent to the farm-to-table restaurant. Then, of course, to the west, there will be retail and a community building. The community building will serve the Three Oaks community center needs and then they'll also have residential on top. He said this residential, a portion of that will be dedicated to workforce housing, particularly for caregivers. An arrangement will be made for at least four, if not five, of these units to be dedicated for the caregivers. He said they've also identified five or six individuals in their current employ that have expressed interest in an opportunity for them to be housed close by the Showplace. He believes this is going to be very consistent with the intent of the transformational brownfield and the affordability component and the workforce housing component.

Mr. Bowman showed a slide called "North Grand Mixed-Use Projects" and said this has been the largest addition since they originally launched the idea of the City West. He said they had previously proposed that the specialty grocer was going to be basically where the Three Oaks development currently was proposed that he just showed them. They were talking with Three Oaks about whether they might be interested in the north side. Their interest was to be closer integrated on the south side, like the residential makeup of that, the connectivity with the other planned residential. At the same time, they were hearing from retailers, particularly specialty grocers, that they wanted to be closer to the interchange and intersection. Mr. Bowman said two things made a great deal of sense, is to then position the new retail specialty anchored grocery anchored

building to the north side, along with some of these multi-family units, both on the north side of City Gate and the south side of City Gate. This would be very consistent with the City West vision. It's a total of just over 320 units of residential that's proposed there as well. Now, that will be mostly market rate, but they are looking at the affordability components again and how they would meet not only the intent, but the requirements of the transformational brownfield and that's something that will be developed as they move forward. He said it is very likely that they will have an affordable component of at least one of these buildings, if not both, as far as the residential.

Mr. Bowman showed a slide called "Central Park South" and said to answer the question, he knows when they came in early on, they talked about other developments that they were planning as the City West ordinance was being developed and connecting Central Park South and the existing Central Park in through the pedestrian and bike path components that they have proposed in the whole plan. He said they have walking trails that are part of the amenities there that will be able to be enjoyed and even summertime potential access for some of the residents to the new projects to be developed to the east to their very underutilized clubhouse at Central Park Estate. They're really trying to do and live and walk the talk about connecting the community and the development.

Mr. Bowman pulled up a slide called "The City Has an Annual Benefit at Every Step" and he turned the time back over to Mr. Tubergen. Mr. Tubergen said he knows everyone at the meeting was kind of wondering, "Where does the city actually benefit here outside of the development itself?" He said that's what they're showcasing here in three different phases within the project. Where the project currently stands today would be about a $300,000 tax net collection to the city. Post-completion of this project in about 2031, he said you're looking at the gross annual taxes jumping up to about $2.3 million less the annual municipal services expenses that would increase due to the development itself and then also taking into account the developer reimbursement, he said you're looking at about a net collection of about $1.365 million, which is about a four and a half times increase over where they currently stand today. In the year 2061, the TBP sunsets on this project. He said you're looking at a gross city collections of $3.7 million, taking into account the services expenses there, again, adjusted for inflation, he said you're looking at about a total of $2.7 million moving forward on an annual basis. He highlighted two footnotes. In order for the city to have the same net collections without the TBP program, he said you'd have to see about $270-$280 million worth of investment on this project site. Another way of looking at that is that $270 million worth of investment is your break even as a city of where you stand with and without the TBP. He said over that same 35-year period, the collections as is, no developments, adjusted for inflation, would get close to about $830,000 annually compared to that 2.7 number. He said you could see the benefits of the development in the long term. Mr. Tubergen showed a slide called "The Showplace is an Economic Driver for Novi" and said on top of that, he knows they've talked a lot about the Showplace and its economic impact on the city and the surrounding area. He reiterated that it is the third-ranked site in Michigan for annual visitors, driving in over 500,000 visitors each year. He said over 50% of those visitors are going to be attending and utilizing local shops, restaurants, and businesses before and after their events.

Mr. Tubergen showed a slide called "Historical Site Context" and asked Mr. Bowman if he'd like to speak about the historical site. Mr. Bowman said he thinks this is an interesting aerial photograph. It shows when the area was mostly populated, particularly where they're talking about midpoint west of where the existing Showplace sits. It was mostly older industrial, heavy industrial trucking companies, contracting yards and things like that. To address the brownfield aspect of this, there are multiple ways of being designated a brownfield. He said they're dilapidated, obsolete structures, functionally obsolescent site conditions. He said they have both on the north, chromium, and then also on the south, arsenic. Throughout all of these sites, heavy fill conditions, many, many tens of feet of fill on the north side, particularly. He said most of those areas, frankly, will remain and need to remain in more surface-like parking conditions. And as they get closer to Grand River, that's where they'll be able to still with the construction measures that will be much more in-depth pilings, foundations, and those types of things for vertical construction. Really, besides the Showplace and a few other important but not as significant as one might expect investments, literally for the last five, six decades, this corridor really has not seen much change. He said one of the contentions, and he believes it is one of the components of transformational brownfields, is at the core of them, they have to be a brownfield because these sites have sat and languished in large part because of the existing conditions and the difficulty of development. He showed a slide called "Current Site Photos" and said just running through the red building up top, he said he knows you have to use a lot of creativity and squint a little bit, he said they are planning on saving three of those structures of the four. He said the farmhouse on the right, they're going to add about, make it a little bit over double in size, and that's going to be the farm-to-table restaurant. All of the other buildings that you see in the images except for the bottom left, that's existing neighbor, One Source. All of the other buildings are planned for demolition and removal, including the cement plants, the old Carol's Upholstery, Planet Neon and the other buildings, the blue buildings as you see there, that's where the hotel will be going as well.

Mr. Bowman said he thought that did it for their overall presentation. He showed a slide called "Community Development Partners" and said this was a thumbnail collage of their partners and, again, it's still early conceptual imagery, but he said he thinks if you compare it to the City West Planning and Design Guide, it looks very consistent with what the city had as far as their vision. He said they look very much forward to working with the city and they were happy to answer any questions Council had for them. He said they hoped they had addressed some of their questions and they'll answer even more through the question and answer session, but this is just the very beginning. He said it's kind of interesting. They've been almost two years at getting to this point, but it really, with the recapitalization of the program, just allows them to get started. He said if they were honored with the opportunity to convince the community that they would consider at least looking at the next steps of hosting a transformational brownfield there for the City West.

Mayor Fischer thanked Mr. Bowman and Mr. Tubergen for their presentations. He said he was sure there were going to be a lot of questions. He believes it is a really good opportunity because there have been several iterations in the media, the proposal that was out there maybe a year ago, and obviously, it has transitioned to a couple different

items. He said, he thinks at its core, he thinks Council understands what they are talking about proposing. He said as Mr. Bowman mentioned, the Transformational Brownfield Program has been recapitalized by the state, which puts them in a position of potentially approaching the MEDC for an application and moving forward. He asked that Mr. Bowman and Mr. Tubergen join them, that they're able to present to the seven people on Council what might be included in such a proposal and development such that they could provide their thoughts, their feedback before they get any further down the process. He said that is a fair thing to do to give all of his colleagues an opportunity to go ahead and opine on. He said at the meeting, they weren't talking about a site plan review, they weren't talking about any of that kind of information. He said obviously, this is a very high-level proposal and subject to change, but it can generate the question for Council, "Is this the kind of vision the city would have and, more importantly, their interest in participating at the levels that were talked about?" He reminded his colleagues of the level of discussion they're having. He said they're not talking about the things they normally do in a site plan approval. He said as he always reminds his colleagues, they, for some reason, decide to run and in doing so, they're doing it so they can make decisions on behalf of the residents and on behalf of the community. He said they were supposed to come there and be ready to opine and make those kinds of decisions. So, this is their opportunity to provide that feedback, answer any questions and show their level of interest in some sort of proposal as being presented at the meeting.

Member Smith said that this was probably going to be the biggest thing that he encountered on City Council. It's a generational kind of project. When he first considered moving to Novi in '82 or '83, his wife at the time and he drove down Grand River, and their opinion was "Why on Earth would we want to move to Novi?". It was old industrial sites. Fortunately, they took another look and found out there was stuff other than old industrial sites in Novi, and they decided to move here. He said it definitely is in need of some freshening up. The Showplace has done a good job there. He used to be able to ride his bike from Novi Road to Milford and not worry about traffic, and that's changed a lot. He thought it was a change for the better. He wanted clarification on the numbers. $25 million is what would be invested, essentially. The return would be $39 million, or was it $39 million with $25 million off? Mr. Tubergen said that he was correct, the $25 million was Blair's portion, or the developers portion of the newly generated taxes through the TIF program. And the $39 million is solely for the City. There's no split there. Member Smith said so a 50-ish percent return on investment, that's not bad. So long as taxes are coming in and exceed the amount of reimbursement plus the extra cost that we incur for police and other services, it's definitely something that the City should consider. Money is hard to come by, and this is good. We definitely have things we can do with that money. He said the presenters said 87,000 more people coming into the Showplace with this, is that just based on having the hotel and more facilities? Mr. Bowman said that actually is on the business-to-business side of things, It is a very conservative estimate of 12 to 14 new significant business to business events that would utilize the hotel. In addition to that, he said they expect that it would support the existing show lineup, allow for growth. They certainly expect that there'll be an additional, call it the consumer show, too. The big four, the Boat Show, the MUCC Outdoorama folks, the RV and camper folks, and the home show folks. They are what really created this. He is hoping that it will also help them, sustain them, but also attract new events as well.

Member Smith said that he knew there was one pedestrian crosswalk planned for the center of the area over Grand River. Mr. Bowman said he wanted to address that, too. He said he knew that City Manager Cardenas was part of the meeting with the County of Oakland economic development folks. They had the transit authority folks and the transportation people involved. He said he has been the one saying that they had to figure out a way to safely get people across and had been operating under the assumption that the elevated platform approach to things would be the most effective way. In that meeting, he impressed him and then sent studies that they're shown not to work. They are expensive to build and people avoid using them because it takes too long when they can see the opposite end right in front of them, you are better off putting in more robust at-grade crossing with signalization, even with a place in the middle for a temporary respite, additional buttons. He said he read that with a great deal of interest and will work with this group, with the transportation officials and traffic planners, to make sure that we create a safe environment for people to migrate between the two. That's what he will pledge here. Ultimately, how that works into the infrastructure package, because he knows that has been asked about too. They are committed. He said he was standing there telling them that there will be some local investment, because that's a part of the package the application will need to make. It's an important thing that the State needs to see. He thinks the design of the pedestrian crossing and how many locations there might be opportunity for at grade at a much less cost is probably something they should be looking at. Member Smith said he guessed a bridge further west is also to be decided. Mr. Bowman agreed. Member Smith continued that for walkability, we have the ITC trail that essentially ends at Providence. You can get into Providence. If they could do something to increase the ability of people to get from Providence across to restaurants and things at City West, he thinks that's great. His dream is to have a better pedestrian crossing over 96. Anyone who's talked to him for a very long time knows that. He thinks it would improve traffic into the West side of that, whether that's improving the crossing at Beck or a separate pedestrian bridge over the freeway. Either one of those. Mr. Bowman said the trail system, that might even be a different approach to things through because of how active it may be, that may call for something elevated, right? So that it can be dedicated, maybe even ramped up slightly. He has seen that in other communities. He said that he is committed to working out the safest approach, particularly as it relates to the portion of the corridor that they are proposing to be involved with and work with the community to develop. That's been one of his key things, making sure that the uses were aligned and getting people back and forth, but connecting the two, because he thinks that's going to be important as well.

Member Smith said he would give his usual pitch for environmentally sustainable buildings. He encourages building too the highest possible standards. With a project like this, again, it's generational. Looking for some innovative ways to save energy, whether that's in-ground heat exchangers, solar panels, whatever the architects can come up with. He strongly encouraged that. Mr. Bowman said that they are engaged in that, he didn't know if anyone had gone by the Showplace recently, but they had a lot of reinvestments going on at the Showplace right now. They are transitioning to an environmentally sensitive membrane for the roof that is reflective versus absorbing, and they are putting in the largest solar array that they are allowed to put in before they get

into all kinds of problems with DTE. They like them in this fashion, but they get mad if you put too much in, right? They are in the process of doing all that right now, even taking the Showplace to a different level of sustainability. He said they just went through an audit system where they're going to take the next steps for a full building evaluation for all of their operating systems, individual piece of equipment by piece of equipment. They're very committed to that. In the process, they learned that DTE is launching an energy-efficient new construction plan and pilot program that they've invited them to be involved with because they had information about the Novi City West in advance. So their general contractor is meeting with their consultants. They just communicated today about that. They're well ahead, early stages of design process to work with them. He said they get rebates, so he's certainly anxious to do that.

Member Gurumurthy said that she was thinking about one of the reasons they approved as a Council City West. They all had a vision, so she was glad that, she liked the word generational. When she closed her eyes 10 years from then and looked at what she wanted to see there, of course she wanted to see the whole. They were thinking about the mixed-use development, and there is a piece to the mixed use where they want it to be integrated. She wanted to make sure it was walkable. And then she was thinking that it's not only for her, but also for the future generations. Like her kids. So, they needed to think about what they would want. At the same time, affordability was also one of the keys. She said that it was the greatest opportunity. She was glad Mr. Bowman had talked about it but wanted to talk about it as well. First, she wanted to dive a little bit more into TBP in terms of numbers, to make sure she understood clearly. Is it a five-year construction that is planned? Mr. Bowman confirmed yes. It was his understanding that the legislation did not change as it related to that. It's still five years, but they had two one-year extensions that could be asked for if you're in progress. Member Gurumurthy said that helped. After the project's completion, for the next 35 years, it happens after 2031, right? 2031 to 2060? Mr. Bowman said yes, and it will happen even sooner if certain projects are completed sooner. To give a quick, maybe larger scale answer for timing, because people have asked. Even though the hotel is the number one project, and of all these projects, some of them may be a little more feasible than others, might go a little bit faster than others, but all of them are linked together to share in those future recaptures to make the hotel feasible to construct. We need to see a considerable number of these developments and, he would say, most of the South side developments will proceed relatively swiftly. He expected sometime in 2027, if they were able to accomplish the approvals, get invited to apply, come back to this body, and go through the appropriate planning processes, because all of that still has to take place, right? You'll still see so many aspects of this. Those projects would move forward in 2027, 2028. Those would then start generating some of those recaptures that we could go out to the financing world and say that it's real, the dollars are coming in. They we could go out and bond for the hotel without taking too much of a discount or as much of a discount as you might otherwise impact. So then things on the North would start to move forward, including the hotel, the North Grand development of the mixed use and the retail on the North side as well too. He expects, if they were successful in gaining the privilege and honor of doing this with the community, that they will have all of the projects broken ground within the five years. But standing there, who knows exactly what the future might hold, right? So that's where they have those two one-year extensions available to you. We assumed for the purposes

of doing the numbers, that in 2031, the projects were all completed. Member Gurumurthy said she wanted to walk through three use cases. The first one was ideal state, the way he had laid it out. If all completed within five years, then every year after that, you have this annual municipal service expenses here, as you know that is a very high level estimate. But then there is also a TBD where you have in the corridor authority, because there's going to be some newer infrastructure that might be needed. How does that all play in terms of the total expenses? Mr. Bowman said that he would put it as simplistically as he could because the TBD was really because we have to engage in that process with the community as to what they would feel would be a reasonable local share. There has to be some form of local share in our application. If we don't have it, we won't stack up in Lansing. And at the same time, we also recognize that from the standpoint of critical services, that that's of key interest to the community. You've mentioned the VIA. That actually is in from of the captures, right? So that authority is a genuine major opportunity for this community because that will continue to flow in. And right now, the estimates for development in this area, he wasn't sure of the exact number, but it is nowhere near the level of investment they were looking to make. He was not asking to put it all into this area because they realize it's a corridor wide authority. But they would certainly look for some of the circulation roadway type of expenditures that he thought had historically been something that had been considered. Maybe those pedestrian crossings that may be more but less expensive, more cost-effective locations to do it in a sage manner. Those types of things. But they have to finalize that because we're at the earliest stages, right, as to what that would exactly be that the City would be willing to do and that would reach the level of what we hope the State would review favorably as far as our application. Member Gurumurthy said that is going to be an important number to understand how they estimate it and come up with that number. Back to the annual municipal service, too. The 415, it will be interesting to see how they came up, is it realistic? Do you feel confident about the number in terms of services? Mr. Tubergen said that they used 2024 and 2025 City budgets for that number, backing through the increase in employees and residents. There is legitimacy behind that estimated number, and they've worked with the City on that portion of it already. But as Blair suggested, there are things that need to be dialed in the next couple of months after financial review. Member Gurumurthy said she thought it would also help to add inflation, right? Is it also accounted for in that? Mr. Bowman said yes, he thought it went all the way up to 900 some odd thousand in the later years. Member Gurumurthy said in terms of the five-year, the second use cases, if it's not five years, if it extends, are we still going to pay all the things that's listed here, especially the 517 per year? Mr. Bowman said no, this is a full risk on method and tool and that's why, frankly, so many on both sides of the aisle proverbially look to this as a mechanism that is very widely supported because it's not a grant. It is not an abatement. These taxes still apply, still get paid, and only after the investment is made, the development is constructed, will the recaptures begin. And the taxes have to be produced for anything to be partially recaptured. Member Gurumurthy said so at the end of five years, even if it's not fully done, then whatever investment is done, and if the taxes are captured, then what. Mr. Bowman said it would be a proportional situation. He said it is continuing to add to the overall risk that a developer takes, and he understood it as best as he could from his good attorney, that it can get so difficult for a developer if only a small portion happens. You could be at risk of even them clawing back. There were some additional mechanisms put in this amendment to the legislation for additional

review and also for the potential, really making sure, to the best of their ability, that the projects move forward in a sale that is as close as possible to what was proposed. Member Gurumurthy asked if you renew for two more years and you're done, because you're saying you just have the two renewals, and say if the project is not done per what was initially planned for, what happens at that stage? Do we start doing the 517 even though? Mr. Bowman said no. It would only be so, and he would hope that whatever was accomplished by that point in time would be meaningful enough that we wouldn't have a concern for any clawback, because we'll have positioned, for example, all the developments on the South side. The hotel very likely will be going forward at that point in time. And perhaps, for whatever reason, and I just don't know what the world might hold for us, it's a very interesting time to be in. He continues to be very optimistic because he has to be. That's really what it boils down to. But he thinks that it is extremely likely that we are going to complete all these projects if we're able to avail ourselves of this mechanism and tool. That is exactly why it is the way that it is. Now, if we don't do, let's say, $100 million of it and we've done $300 million of it, then we would only be able to share or receive the tax benefits of the recaptures relating to the 300. You don't get the 100 you don't build, if that's what I think you are asking. Member Gurumurthy said that helped. In terms of construction, whatever you invest, then that's the proportion. Then there are a piece of the property taxes and all those things that we are talking about, the gain for the City and all those things. The question there is, the assumption, is it 100%? I see 70%? Say if it doesn't happen, the jobs that you predicted, or again, she was going after the use case jobs or housing. If that's the case, then it's going to be less than what was planned for in terms of the total property tax. Mr. Bowman said yes, it would be correspondingly less. Member Gurumurthy said that she thought we should run that use case in terms of that as well and make sure the services and then the annual reimbursement also is shown. Mr. Bowman asked if she meant to assume that we only build up to 25%? Member Gurumurthy said yes, you might build it, but maybe not all the jobs that are there or the housing doesn't happen, because it is also based on that, right? Mr. Tubergen said that he believed what she was trying to get here was that if we don't hit our benchmark assumptions on residents and new employment numbers and all these additional tax revenues that are coming to the project, what does that ultimately look like? He said he thought it was a sensitivity analysis for the developer team to understand what worst case scenario looks like. Member Gurumurthy said she was saying that we should run through that use case because that is going to show also, if that's the use case, then what about our expenses and everything and where do we stand net? Because this is an ideal case scenario here. Mr. T said that she wanted a scenario of what happens at 25% of the development actually and what does that look like sitting from her side of the table. Mr. Bowman said that he thought they could do tranches. Maybe a third, a third, a third. We can model that out. Member Gurumurthy said yes, that will show us the real, where we would be versus what we are seeing here. Mr. Bowman said because realistically, in the world of development, as we all know, timing can sometimes be your enemy. The longer it goes and those types of things. Because then unintended things could occur. But if things remain, and one of the challenges out there even right now is the cost of construction and things like that. That's why so many projects choose to go on the shelf or idle. Even with what we are seeing and projecting, these numbers have really baked in where we think that those costs are going to be. And that's, again, part of the reason why we're looking to have the but for approach of this tool. But if he

understood what she was concerned about, if they went ahead and put in one part of it, then don't do the other. He also knows that there's even a reverse concern, that they put in too much housing and don't put in mixed use. From a planning perspective. Member Gurumurthy said that where she was going with it was, idea state is always good, and then it shows net or gain at the end of 35 years, et cetera. But she thought they should also consciously look at what if. Mr. Bowman asked if she was thinking if the values dropped dramatically? Member Gurumurthy said no, if we don't hit the numbers, as Mr. T said. Because you are the ideal state, you had the 35 million, or that million dollars, and then you subtract all the services and then the TBA, then we net something. Where she was going was that they just needed to make sure that they looked at all the scenarios to understand where they would be either case, if it's 100% everything is developed, all the jobs are there, that's one scenario. But what are the realistic scenarios we have to be prepared for? So that goes back to the TBA application. When they saw the application, she hopes to see that use cases as well. Mr. Tubergen said absolutely. There's a reason that this goes through multiple levels of financial underwriting review and gets heavily scrutinized, to your point and your concern of what happens if it doesn't go as planned. So yeah, heard loud and clear. Member Gurumurthy said once the TBP is done, which is the 2060, that's when the whole incentive goes away, and then everything, that's the plan that you have to. With inflation and everything in mind. Mr. Bowman said that he wanted to touch on, because if went to the core of her question, is that a lot of this is where they were going to be utilizing these future captures. Again, it's not an abatement. We're going to have to pay for those. Residents are going to have to pay those taxes. The register rings, the sales tax still applies, right? And we're going to be utilizing them for another financing mechanism where we will be out borrowing, creating a bonding approach to underpin financial feasibility for particularly the hotel. So that will be somewhat set in stone. And then how the safe harbors, and there's other things, too, that maybe you want to touch on? Mr. Tubergen said that a lot of these state tax capture revenues are tied to what's called the sage harbor method. And that's a formulaic approach based off income wages, employments, and program development of retail office, what those wages and individuals, employees look like. Taking 90% of that, getting a price per square foot factor, and then multiplying that to the actual physical occupancy of the project. And then that is the number that is subject to the tax revenue reimbursement. Mr. Bowman said he thinks further understanding your point is what happens if these don't sell? What happens if they don't lease up? Those types of things, right? That ultimately is what will keep him up at night. He said she brought up a good point and joked well, let's cancel everything. He said he got it now, and they'll put together some scenarios on run rates of certain levels of occupancy, certain levels of sales.

Member Gurumurthy said her second topic was affordability. When she researched a little bit about the TBP, she knew about the 5 requirements, but they also have the affordability concept as well. She would encourage and consider, because this is a great opportunity. She said they have heard a lot in the 2050 surveys as well and everywhere about affordability, and this is an opportunity that we can, if TBP has that option, where you can incorporate it. Because Ann Arbor, she heard, they are 100%, the project they are doing with 200 million or 300 million. There is some amount of affordability that we can put in with a percentage AMI as well and make sure that's all incorporated in the

application. Mr. Bowman said that they are working with each project developer. Several of these are sub-developers that I won't control that aspect, but they're making commitments as to what they're willing to do. On the projects that we are involved with and actually going to be developing ourselves from a housing perspective, he didn't think it's total affordable housing in the 30 units of workforce, but it's going to be considerable amounts. We'll well exceed the percentage requirements on that one. He was confident in the Three Oaks, Novi Oaks development, the neuro inclusive, that went well beyond any requirement. That will have extraordinary positives as far as affordability, particularly for the developmentally disabled. And then on the North side where there's probably the largest concentration of new multi-family. He wasn't 100% there because he wanted to run the numbers, but it appears from the early stages that they're going to be able to, for that project, agree to the 20% affordable component. Member Gurumurthy said that with affordability, the definition could go anyway because for someone… she though there is the whole percentage of AMI, right? Mr. T said that is wasn't like a State LIHTC deal by any means. It's more of an income restricted that's targeted towards workforce housing, is the way he would frame it, or the way that the TBP frames it. Member Gurumurthy said the next one was mixed use, one of the things she saw whenever there was mixed use, then they need to make sure it is connected and integrated. She said she knew in the proposal they had there was hotel and lots of parking spaces, she thought 2, 500. When she thought of mixed use, its more like the urban style development with retail. She said she saw a few there, but the concept is still that you need a car to drive everywhere kind of a concept versus walkable and connected. Mr. Bowman said that again, who knows what exactly the future will yield, but they see it more and more. They have to dedicate open lanes for Uber and Lyft, for rideshare type of situations, for even their typical social events and open to the public events. Business to business, it's a huge factor from that. The hotel itself, a considerable amount of those individuals will be coming by way of drop off and won't be out transporting on the roads, but we want them to be able to migrate to the restaurant. That's why, again, bringing that restaurant component, it will still be a single-story situation, but very likely will be attached to the lobby level for that restaurant operation. And all the others are interconnected in terms of walkways, pathways, and within the buildings themselves. There's first floor retail and upper-level residential or upper-level office as well. Member Gurumurthy said if we can also think about parking, more hidden or underground, those types of things outside. Mr. Bowman said that the Three Oaks folks, their parking for their units are all under the building, un the building. In the case of Central Park South, about half of those parking spaces are under the building. And on the North Grand side of things, a considerable amount, probably more than the 60% range, will be under the building parking. Member Gurumurthy said that one of the most important things about the mixed use is that the more can be connected and sort of spread out, that would be great. Going back to the urban, she wasn't saying New York or something like that, where you have more of these mixed uses. And then being more community centered verses more entertainment venues, more gathering spaces and open spaces for people to walk, sit would be great. Mr. Bowman said that the formal site planning of these sites has not taken place yet. He said that in each of the cases, particularly in the Mix and the Farm to Table, we're going to have very large, landscaped expanse areas. We hope that that is a hub for all the community to migrate to from both sides of the road to enjoy. Not that we don't want the same type of activity to go out to other

businesses that occurs right now, but I want to get that other even 50% that may be going to elsewhere in the region and things like that and having more things for people to do when they're here, enjoying the Showplace and other things on the corridor. He said from the environmental standpoint, on the South side particularly, they are preserving all the wetlands with a very small percentage situation. A lot of the wooded areas, we've moved completely. He said he thought they were 400 feet on the West side away from the residents and 300 plus feet even for the Three Oaks buildings. They have really taken that all into consideration, too. There'll be walking trails, there'll be open space, there will be park areas that will be a part of the final site planning process. Member Gurumurthy said she was glad to hear that and asked if they have looked at the active mobility plan and tried to integrate that with what they are planning? Mr. Bowman said that it wasn't something he personally had engaged in reviewing. He said that it was part of their overall plan to make sure that these are very robustly connected. Walking paths, bicycle paths, even the modest motorized, not full vehicles, right? Not cars but having the ability for scooters and other things like that, and mobility-assisted situations for people to migrate throughout all of it. And again, that speaks also to the multilevel or the elevated crosswalk. They'll have to see the whole process. Traffic planners, they are going to look forward to working with Oakland County, the folks here at the City, and their professionals to come up with the best plan for connecting both for traditional transit, because we need to acknowledge that people are still going to motivate by cars still quite a bit. But the idea would be if we put the connector road in, particularly on the North side, a nice, robust, new signalized intersection and pedestrian situations. We could see the vast majority of the Showplace traffic and even the new development traffic on the North side never interact with Grand River. They can get right out to Beck Road and onto the expressways, which would be a huge improvement from a travelling public standpoint. Member Gurumurthy said she thinks there's a lot of opportunities and encouraged them to look at the active mobility, because ultimately, they want to integrate that to this space and make sure they can see that vision come true here. She said just one comment, she hoped this is not true, but just making sure that the restaurants and all of that for affordability and all backgrounds, all ages to make sure that it's not kind of a luxury. Everybody should be able to, whether it's restaurants or retail. Mr. Bowman said that it was interesting that she said that because they were certainly not at a point of being able to make any type of statements, but one of the folks they've talked with, very prominent, would be associated with the finest of dining, right? No. It's finer dining and it's going to be something that will have even some casual elements to it. It is going to be something that, affordable in one person's mind might not be so affordable in another, but it is not going to be the over-the-top five-star Michelin situation. And then when you integrate it with the Mix and small plates, mixology opportunities. You get a draft beer. You can get a cocktail with your dog. It's going to be very casual with a very nice outdoor gathering space and then having the indoor/outdoor recreation element with the pavilion atrium as well, too. He said they were looking to attract. He said they have an area that would be seen on their plans where they can activate with food trucks on a number of occasions as well, too. They would not even have a full kitchen for that. When they do have events and things like that, they'll be using the commercial kitchens either at the Showplace or using the farm-to-table kitchen as well.

Member Gurumurthy's last question was regarding the 750 housing units. She asked how they came up with that number? Mr. Bowman said that from studies and feasibility studies that were conducted, these types of multifamily units, from the standpoint of the traditional rental units, there is right now a demand that is showing about 2,400 units for this area. He couldn't speak to the for-sale side of things either for the Novi Oaks, Three Oaks, or how they determined their needs. He said that he knew they had a considerable number of families that they're talking with about their developmentally disabled units. Those are typically committed even before they break ground. As far as their numbers and exactly what they generated, he talked with them about their mission, but they're also developers at the core of them. There is profit motivation there as well. He said he's assuming they are experts at those types of developments, and along with Pulte, of course. He knew they know their product type in the market very well and so very much appreciate that they are going to do the right thing and the right number of units. Member Gurumurthy asked if he could share how they came up with that number, it would be helpful to understand. Mr. Bowman said that he thought the next step for both of those projects will be coming in for a concept level meeting, an updated concept for Pulte, and then submitting formally for the site planning process. So they'll be engaged both with the administration and then with the decision bodies. And in this district, of course, we have to come to the City Council for every aspect of it. Member Gurumurthy said thank you for answering, she was looking forward to seeing those numbers walk through and then the infrastructure numbers as well and how we calculate it and stuff.

Member Staudt said he wanted to dispel a few urban myths. One of them is that City West was something that was presented by Mr. Bowman and staff went with it. That couldn't be further from the truth. He said he was the representative on the Master Plan Steering Committee and City West was something that was largely staff-driven and was brought forward during meetings in 2019, long before Mr. Bowman was included in the discussion. He said they spent a tremendous amount of time reviewing what City West meant and had a lot of consultants and discussions and opinions. He said the most important thing about City West was the connectivity of all the operations and having a walkable area which has multi-uses, office buildings, residences, doctor's offices and everything else. He said another thing he hears on social media is that this concept is something that is solely for the purpose of creating hotels for the Vibe Showplace. That is much more to it. He said he watched Mr. Bowman turn an old plant into an expo center and then an empty lot on the outskirts of the City of Novi into the Showplace. He said this isn't some rich guy who is exploiting the City of Novi. This is somebody who put his heart and soul into the community. He said he was encouraged by what he saw tonight and by what he's heard from his colleagues. He asked how Mr. Bowman planned to mitigate his risk for this development. Mr. Bowman said he appreciated what was said. He has his family involved in the business and it has allowed him to concentrate on this next step. He said they have resources but not the magnitude of what is required for this. They have brought in and are agreeing to sell portions of these properties to various developers. They are jointly developing some of it. The balance of it, particularly the hotel, is where he is mitigating if this program yields the group of projects. He said he will have to subsidize the hotel annually for operating expenses for at least 3-5 years. If they are able to bring in those additional events, it will also provide the additional major economic impact for the region. He said where the risk will be mitigated to a great degree is if they are able

to see these developments come to fruition on the south side, the hotel moves forward, and the remainder of the north side, it will make sense under this program.

Member Staudt said the Vibe Credit Union Showplace is the largest privately held expo center in the State of Michigan. Everything else they are competing against is publicly funded, including Detroit hotels and Huntington Place. He said there has to be some level of fairness and this allows us to get involved a little bit in leveling the playing field. He said he will look for staff to provide some level of redundancy in their analysis of financial numbers. He said no offense to Plante Moran, but he was hoping through the efforts of staff, they can provide some things that are consistent with what they are finding. That will help tremendously because they can ask staff to do things that they can't ask Plante Moran to do. He said he looked forward to seeing those numbers. He added that this was an extremely complicated project. There are a lot of things that have to happen right to make it happen. There is a lot of politics involved, and he hoped they could move past that.

Member Martinez asked who gets precedent for the captured tax dollars. He thought when the Sakura development was happening, there was a process that had to happen where the CIA had to forego or give a green light to forego tax dollars that they would have captured. City Manager Cardenas said in this situation, the CIA has the first capture of any new taxable dollar. You have a frozen amount, that is what's currently there, and then the first 50% of that new development or the new taxable value goes to the CIA. After that, it goes to the developer for the TBP process and program. Member Martinez asked if any of that changes with the City having its own Brownfield Authority moving forward. City Manager Cardenas said not at all. Member Martinez said when it comes to the CIA, it sounds like that would be a similar process that would be followed here. There would be some sort of approval at the CIA, to determine their portion. City Manager Cardenas said there would be no foregoing from the CIA. They would receive new revenue that they had never planned on prior to this. This is a whole new capture that was not foreseen and they would not be foregoing anything. There would be no approval from the CIA for any part of this. It completely rests in Council's hands. Member Martinez asked when the CIA determines how and when to spend that money, is there anything about those funds that would come from this project that would be earmarked or does the CIA or Council have any say on how that gets used. City Manager Cardenas said it will stick with the CIA in terms of abiding by the development plan that was approved almost 10 years ago. Whatever is in those guidelines of that development plan, those expenditures have to be used in accordance with maintaining and/or fulfilling the goals of the plan.

Member Martinez said one of the things he's been thinking about as they've gone through the budget discussions at the City level is that cities everywhere are running into hard times. Novi is better positioned because we've been able to plan and we've been able to take steps that others haven't been able to. One of the things that he thought about was the tax revenue, the things that you pay go to a regional authority for the convention center and hotels. Mr. Bowman said yes, the hotel. They found out they are the number one single generator of assessment revenue to the operating authority for Huntington Place. He thought it was about $1.5 million per year. That is from their activities

for all hotels that go into the Tri-County area. They are the same for the Visit Detroit Bureau, something like just over $1 million from the hotels. All those dollars flow from those entities. The Visit Detroit Bureau is a Tri-County authority that gets revenues from the Tri-County Authority, but its only purview is operating the Huntington Place at this stage. Member Martinez asked as part of the discussions that you and your team have had in Lansing when talking about this, have there been discussions about possibly changing some of that formula so that a City like Novi, where we house and hold onto these facilities, are able to recoup some of that money locally? Mr. Bowman said he would love to have that discussion. He said he was regional in focus. He was the Treasurer of the Visit Detroit Bureau until last year. He said he wasn't fully privy to how these funding mechanisms were going to go for the hotels downtown. There are now two of them and it is where the authority itself, the public entity, owns 49% through direct investment. He was always told that wasn't allowed. He said there is a sincere need in Detroit for additional hotel rooms. They are doing wildly better than most of the region, and that's where they need to get into a position where they have the critical resources of those additional rooms. He said he realized he wasn't directly answering the question, but it's very complicated as far as the legislation. There has been some discussion recently about whether there could be a marketing fund that would be established in the next iteration of lengthening the authority's life and also assisting facilities of certain size and jurisdiction, and a certain amount of population, and certain locations as far as infrastructure. There may be a constructive way of coming out of that review of what's going to happen with the authority's bonding and long-term capability. There might even be a way of actually providing some more direct support, but it would be in the form of marketing, not assessment. He said there were efforts that many jurisdictions were looking to see if they could levy hotel taxes. He thought they was a way to do it but it's a major process, and where an authority like the Bureau already exists, he thought it was precluded. He said he would love to have everyone go and talk to them about doing something where we could proportionally share those revenues and things like that to keep them here to support the events that are driving those revenues in. Member Martinez said he thought it was important they made some kind of effort. He thought it was important that the dollars we generate locally like that should be able to come back locally and serve the community, help the City, help the partners we have.

Member Martinez asked how confident they were that they have identified all the contaminants on these sites. Mr. Bowman said since they've been acquiring these sites since the 1990's, they've been conducting phase one type activities. In many cases, they have done phase two, even BEA's that were required. Some cleanups occurred before they were willing to buy. There is chromium on the north side where North Grand is proposed and arsenic in a portion where Three Oaks and the existing soccer field is. He said where the soccer field is, they took two feet of soil, brought new soil is, and tested thoroughly before allowing the youth soccer program there. They will have to either encapsulate or remediate on those sites after they are thoroughly tested. Member Martinez said he hopes anything they find is manageable and not unforeseen. Mr. Bowman said they do have conservative numbers for environmental remediation. When they get into final site planning, they will identify where buildings, foundations, and footings are going to do. The numbers they have now are for full removal, excavation, bringing in clean fill, and going to a class required landfill. They will manage it as best as

they can onsite. They have to get to a point where in those areas where residential habitation is going to take place, that it's safe and meets those standards.

Member Martinez said he appreciates this being referred to as a generational project. One of the points of feedback he has heard through his lifetime is that we've seen a couple generational projects come through Novi and some have struggled with vacancy. Some have sat a little emptier that had foreseen. Some have gone through a couple iterations to finally hit their stride and maintain those tenancies. He asked what they are doing to ensure that you are doing everything you can to proof this project from those economic volatilities. Mr. Bowman said from his own personal investment and involvement on the south side, some of the mixed use like The Mix and farm-to-table. He thinks those are going to be important gathering spots and uses where people can congregate, but the economic investment for that is something they can do relatively risk free. It is not insignificant. Those resources will also go into the underpinning of the capital stack for him to then buttress what he is going to be doing as far as the economic equity investment that he has to do for the hotel. He said it is not the same deal that the developers get downtown. If he could get that deal, he wouldn't be before them right now. This is a program where he is getting as close as he can to not having a traditional mortgage payment after using the bonding mechanism. He said he fully understands that when the hotel is only at 25% occupancy, which is what he expects in the first year, that he will be covering the shortfall in operating expenses. That is something he has baked into his commitment to the project. He said they have qualified and interested parties for the specialty anchored grocery retailer and he thought there was very little question that 320 quality units built in that location meets the demand. He said that along with the TBP support, this would be an extraordinarily solid project that will be financeable. He said they will work with partners on that for the construction financing and the feasibility studies that will be required. Under these types of funding mechanisms with that TBP underpinning, that is what makes them feasible, but you can never guarantee. He said he is going to be taking a great deal of risk and ultimately, if they fail, then the examiners look back and may claw back at the other TBP components, which could be devastating. He said for his sake and his family's sake, he will do everything he can to make sure it makes sense.

Member Martinez said as far as data and projections, he thought it would be helpful for when the time comes for Council to look at some of the plan, to be able to make sense of that. He said this is a very data driven Council and they would appreciate getting that information. He added that they've heard from some residents who are not thrilled about the idea for various reasons. He said when this plan starts moving into motion, he would like to see some sort of concerted effort to have that dialogue with the community. To make the residents in the neighboring areas feel they can have at least some opportunity to be heard as things are coming together. He said he knows they are envisioning this as a plan that will bring people together, and he thinks that starts in the early stages. Mr. Bowman said for three years that they've been communicating with a lot of the residents to the south. That has yielded movement in their proposed structures and buildings as it relates to setbacks, preserving open space and natural areas. He said they are different products, though. It's single-family for sale versus multi-family for rent. He said they've taken into consideration a lot of those thoughts. He knows what 750 units sounds like, but

over the amount of acreage they are dealing with, if you consider what could be done in a more dense, true urban format, it could be considerably more than that. He thought they struck a really good balance of working with the vision of the City and hearing, particularly on the south side, working with the residents. He hopes they can walk to and enjoy what they will produce. He also will continue to meet with the associations and work with everyone willing to work with them.

Member Heintz said regarding the contamination, it sounded like there is going to be a strong focus to remove that contamination source as opposed to just reducing the risk or mitigating the contamination. Mr. Bowman said yes, they have to get below the contamination for residentially habitable conditions, but for commercial components they do not. He added that it's another opportunity in those commercial areas for them to do encapsulation methods. There are also barriers that can be placed over repositioned soils. He said it will be tested before, during and after in order to get the change in condition and site for residential habilitation. Member Heintz said he appreciated hearing that some of the testing has been done as well as some cleanup. He said sustainability and environmental friendliness is going to be something that is front of mind for him. He said they've mentioned they've done a little bit of the environmental assessment, but not that much during this stage of planning. Is that correct? Mr. Bowman said no. The evaluation of these sites for the existing environmental conditions has been extraordinarily thorough. In fact, on the south side, it's been done multiple times. Several phase twos have resulted in an updated BEA, including additional properties.

Member Heintz said the overall reason for this Transformational Brownfield Program is that the contamination is one component, but it's also the size of it and other factors. He asked what the leading reason was. Mr. Bowman said it provides a vehicle and mechanism that is somewhat a poster child for the transformational brownfield because it's revitalizing an area that has long languished. Multiple projects, multiple uses, creating housing, creating jobs. It all leads to appropriate sharing ratios from these projects to be able to build the hotel. That hotel then helps sustain the Showplace. He has been trying to share in his communications about what they are facing. A lot of programming and projects are going on in other communities. There are other planned centers and things of that nature that he has always taken the tact that he can't worry too much about it, but at the same time, they have to come up with a plan to make sure they are they for decades to come. He said that's at the core, that it helps sustain the Showplace, builds on the economic impact for that, and it helps create the City West community.

Member Heintz said he hoped they were taking notes during the Novi 2025 Plan conversation. They are hearing some important elements like managing growth and the challengers with our aging roads, and all these different things that we hope continue to be factored into your plan. He reiterated the importance of sustainability and environmental friendliness. It's not just trying to maximize the number of units and profit within any sort of development but trying to have thoughtful development. Try to take a different perspective when it comes to planning rather than trying to maximize the number of units. Maybe think of how to orient things so they can be solar ready instead of just removing trees. Mr. Bowman said that was why he was anxious to bring The Mix and farm-to-table plan. He said it was originally thought of as an ideal location for a

considerable amount of more intense development, but they he walked the area with his daughter and thought they should try and save some of the old buildings. They are going to make it work. He said he was excited to bring that forward. He added that he knows the other development partners have sincerely worked on being as environmentally sensitive as possible. Mr. Bowman said the exception is on the north side. There are some wetlands sporadically positioned over the North Grand site and they have talked about the need to look at wetland banking as an option so they can fully mitigate. He was hoping that is something the community will consider with the scale of what they have proposed. He said they are utilizing an area where the old cement plant impacted the open body of water. They plan to upgrade that and create an area where they can manage to put some of the stormwater. He said everyone is talking about a place to gather and creating a substantial park along that open body of water. By enhancing that and being able to work with offsite banking for the remainder of the wetlands is something they will be proposing, and he wanted to be up front about that. Member Heintz encouraged them to do that as thoughtfully at they can.

Member Heintz said with all the different gathering spaces that have been mentioned, are they going to be for the public or are some pieces private. Mr. Bowman said the park he spoke about was off a public road and he believed it would be maintained in a way that would be of service to the residential projects, but still open to the public. He said inside of the residential units, there will be exclusive amenity areas as well. On the south side there will be pocket parks that will be exclusive to the residential units. They want everyone to come to The Mix and farm-to-table to enjoy that. He added that the trail system will go from the public right-of-way at Beck Road. They want people to be able to ride, roll, and stroll through these developments and get to Grand River, across to the north side, and visit shops.

Member Heintz asked if they have had any conversations with the Novi Community School District at this point in time about the potential impact and growth in that area. Mr. Bowman said his understanding was they would be in favor of having additional households. They are in a growth trajectory, but they are not impacted negatively in the funding. They would get funding on a per-pupil basis, and he believed they would look at that favorably. He said he would expect that could be a conversation that could take place at a more formal level. Member Heintz said in the sense of being able to plan appropriately for space capacity within the classrooms and within the schools themselves. Mr. Bowman said they were working on that diligently and they are planning for not only this project. He had let the superintendent know what they were planning and thought it was generally encouraging and favorable.

Member Heintz said he enjoyed hearing about Novi Oaks, the neurodiverse housing. Anytime they can identify and help with community needs like that, he thought was great. He said to continue to look at the affordability aspect. He said when you consider the available data, like from SEMCOG or other means, the average household median income is $110,000 and the median house price is $421,000. Just try to be mindful of what that means for residents in Novi and for Novi in the future. Mr. Bowman said he was anxious for the Novi Oaks to explain their full programming. He thinks they will be impressed with the affordability for not just the developmentally disabled, but for the

project itself. He said he can't speak for Pulte; they will price as they see fit. He said it will be good quality and a very good housing option for people.

Mayor Pro Tem Casey said in an earlier version of this plan, there was reference to a senior living building, and she was wondering what happened with that. Mr. Bowman said he didn't want to speak on behalf of that developer and didn't want to say that the opportunity was gone. He said conversations were on-going. He added there was interest in the north building on the North Grand side from high-quality senior housing. They aren't ruling it out and it will be residential. He said before they get their plan formally approved, he expects there will be some changes. He added that they would be transparent about any changes as well. Mayor Pro Tem Casey said they are learning a lot from Novi 2050 about the need for housing for all stages of life, so having a senior component in this area would be a great opportunity.

Mayor Pro Tem Casey said there had been reference to a community center in the discussion this evening and thought it meant something different than when Council talks about a community center. Mr. Bowman said in the Novi Oaks development, they would normally have a community center for the residents. They are unsure at this point if it would be open to the general public. He said they work with different organizations and may have event space, gathering space, and special purpose rooms. Mayor Pro Tem Casey said as they continue conversations, they may want to be careful about using the term "community center" for that space since it is not meant in the same way. Mr. Bowman said they have other property so if there is a thought of another community component that would be of interest, it would have to be some type of joint effort but he would not rule that out.

Mayor Pro Tem Casey asked about the buildings with first floor retail. Mr. Bowman indicated on the map that buildings 5, 6, 4, and 10 would have mixed use and retail. Mayor Pro Tem Casey said that was helpful. She said when looking at the residential piece of the proposal, she was looking at what was for rent versus for sale. In Novi, they already have about 40% of our residential is multifamily and broadly, about 32% of our residential is for rent. She said when they get feedback from residents, some people feel that tells us we've got our fair share of rental and multifamily. She asked if there was any possibility that some of what they have envisioned changes from rental to for sale to own. Mr. Bowman said they aren't locked in, but it is something they put a lot of through into and the feasibility studies about multifamily for-rent products on the north side. He said they are building them in such a way that they are not modest spaces. They have storage and parking, and they could be converted. He said they likely have planned for 300-400 units for rent. Mayor Pro Tem Casey said they were there tonight to be educated on what their plans are. Council is also giving their perspective and opinion. She said the development of City West as an ordinance or process popped up in the Master Plan in 2016 as a possibility and an idea to build out this corridor. When they approved the ordinance, they intended for this to be a vibrant, integrated, mixed-use arts and entertainment district. This was the place where they intended to have density for residential. That is what they are seeing here. She said she was looking forward to the continued conversations with RCOC about slowing down the speed of this stretch of road. She said if this is done well and City West gets developed, this can be an attraction

for Novi and be what brings people to visit. As they've been talking about in the 2050 plan, there is a lot that is so great about Novi, but we don't have anything that is awesomely unique about us. This might become that unique factor for us that makes Novi recognizable. They knew when they started talking about City West that it was going to be one of those things where someone needed to take the first step to think about how to build out City West, and then more people will follow. She said Mr. Bowman was not developing all of the stretch of City West right now. There are other lots that are available as well. What you are proposing is only the west half. When Council was talking about City West and figuring out how they wanted it to be, a lot of the imagery they used showed multiple use buildings like first floor retail, and second/third/fourth story residential. That is what she has imagined and what she expects to see. The value for that was people could come and walk up and down Grand River for that mile corridor and go in and out of shops. She was thinking of it as a Northville or Birmingham vibe where there is great shopping, great entertainment, great retail and she is seeing some of that. She said she sees a lot of residential and that's why she was asking about where mixed use would be. She said there might be some opportunities as they consider how to develop this, the vision for this was walkability, movability, a place to come visit, and not a lot of residential in one spot. Her rhetorical question is what is going to come in on the other half of this corridor. This is a chunk of residential, but how much more should they expect to come in the future. She said that is a consideration she has because we have an opportunity and they talk about generational development. She said this is the lead and people will take their cues from how this starts to build out when they look at the other half. She said we are 91% built out as a city and this is a big chunk of what we've got available and this project can be what makes us. This project really decides what we do with this remaining space. She is looking for this to be thoughtful in how we start, what we think is the right place to put all of these things that are going in because this sets the tone for what follows. She said when she looks at this, they are asking questions about affordability and tax capture and environmental concerns. She is also looking at this to say how we start because she knows an old saying "Start how you mean to go on.", and that is what they are doing. Mr. Bowman said he was asked how confident he was in this development and he said regarding first floor retail under residential in large-scale programs were not terribly successful. He said there are notable examples of really good visions that developers followed through on, but it was a serious part of their demise, and that's the last thing he wants to do. He said he wouldn't rule out workforce housing or some type of live-work situation. He said with the balance of what's available on the north side of City Gate, there will be some other mixed-use and other commercial opportunities for that. He said to do something on a grander scale where you integrate first-floor retail into residential, there are a lot of challenged projects that have tried that, especially what there isn't enough parking. Mayor Pro Tem Casey said fair point, but the vision they had to solve that was parking on side streets and behind those buildings, so it still exists, it's just not front and center. Mr. Bowman said what they are proposing is a modest combination and compromise of that. He said they are creating a core with the existing Central Park community and the additional phase where it is conceivable that walking traffic could be a big part of this and a big part of the retailer's opportunity. Mayor Pro Tem Casey said that is what she was expecting when she said yes to City West in the first place. The ability for people to come, walk around, do what they need to do and not have to get in a car.

Mayor Fischer said in talking about the TBP incentive, there is a 30- or 35-year incentive plan. He asked if that is what everyone has to sign up for from a local share. Mr. Tubergen said it was a 30-year window on the TIF and then a 20-year window on the state tax revenue. Mayor Fischer said he meant just the local share, is the 30 years required. Arthur Siegal, Taft Law Firm, said 30 years is the maximum and could be less if the economics work with getting less. Mayor Fischer asked if it would stop after the reimbursement and the amount is hit or could they discuss and negotiate a cap. Mr. Siegel said typically it's the former. If the full amount of agreed-upon reimbursement is satisfied before 30 years, that's it.

Mayor Fischer said as far as the $2.3 million annual, does that include what was referred to in some of the other slides, like the parks and police and fire donations? Mr. Tubergen said yes, a small fraction of that is those donations. Mayor Fischer said to confirm, the amount includes tax revenues, donations, all of the things. Those donations wouldn't be above and beyond that amount. Mr. Tubergen confirmed that was correct. Mayor Fischer said when they get to $1.4 million, he wanted to understand how that related to the $39 million on the other slide. Mr. Tubergen said that is going to be the whole life of the TBP through year 2060. $1.3 million annually, adjusted for inflation year over year through the life of the TBP gets to $39 million. Mayor Fischer confirmed the donations were part of that and it was confirmed. Mayor Fischer said when Council and staff looked at this corridor in 2016 they recognized it wasn't living up to its potential and was underutilized. He said it's been a blighted area for as long as he's lived here. That's why they took it upon themselves to look at the corridor and think about what the vision from the City's perspective is. He said this is an area where density makes sense because the infrastructure with the highway, Grand River and the ring road are more likely to be able to handle that. He said to tie it into the 2050 plan, it's appropriate because when they talk about housing affordability, the main way they can accomplish this is by adding to our supply while making sure they take into consideration workforce housing and things like that. He said they've hit a lot of those aspects. They've taken that vision and intent of City West and hit a lot of the nails on the head. He said this discussion tonight was more about whether this large-scale project has the things they would be willing to consider to give him the direction to move forward with an application to the MEDC for the Transformational Brownfield and would they be willing to see these kinds of numbers. He said he was comfortable that this is something the City should consider. He has said for the past year they would be cutting off our own nose to spite our face as a city if they didn't support a major developer looking to revitalize that section of Grand River. There's all this money that a bipartisan group of legislators and the Governor have recapitalized to do projects like this. The money is going to go somewhere. There are state incentives, county incentives and our portion, but he thought it would be silly to not tell him to go make the application at Lansing and see what they have to say. If they don't someone else will, and 30 years from now they will be looking at this corridor and probably wondering what they did.

Mayor Fischer said he wanted to dispel some rumors. The City West ordinance is passed. Every single one of these projects that are being proposed generally fit the criteria of City West. Council has some discretion to maneuver things and ask for things as site plans

come through but realistically, if you brought every single one of these projects independently, he thought many would get approved. He said it once again proves that the intent of City West is being met with a lot of these projects if you read through the ordinance that was created after a decade long project.

Mayor Fischer said when City West was created, they put a lot of elements in that drive sustainability. Underground parking was talked about and that was something he would be looking for accomplishing down the road. He said this is quite a bit residential as a ratio to the entertainment aspect because the entertainment aspect was a big draw of them approving City West. He just wanted to caution Mr. Bowman that he has the largest piece of property and that he holds a lot of influence on that corridor. As they look to develop east and some of the remaining parcels, entertainment, the arts, and bringing people to that city center is what we really need to be focused on. Mr. Bowman said there is a half million square foot facility that is attached to a hotel that is all about gathering entertainment options. They've started the process with a couple of test cases as far as some real entertainment type components in the event center portion of the facility. The outdoor gathering component for events will continue to expand. The core entertainment hub will continue to be the Showplace, supported by other additional uses. Mayor Fischer said to put it simply, if we continue to move to the east and it all ends up being more residential and there's no ancillary entertainment aspects to City West, they will have failed. Mr. Bowman said the sites immediately to the west of the new finer dining restaurant and further to the east are the greatest opportunity for something very creative for entertainment. He said he heard the message. Mayor Fischer said he hoped Mr. Bowman would join with the City in recruiting more of that entertainment aspect in some of the parcels that still need to be redeveloped but aren't contemplated as part of this plan. Mayor Fischer said he disagreed with a previous speaker because he felt we had a lot of affordable options for dining, but we are missing fine dining.

Mayor Fischer said what is being proposed is generational. It is exciting. It's in line with the vision of what the decade-long master plan process has been. He said to not even contemplate and support Mr. Bowman in trying to get some of the stat county, and local investment would be silly on their behalf. He encouraged them to continue the process and wished them the best of luck. He hoped the conversation had been constructive. Mr. Bowman said the conversation had been extremely constructive.

3. Consideration of approval to award a contract to GM & Sons Inc. for as-needed concrete repairs, with the estimated annual amount of $608,000.

CM 26-07-095 **Moved by Staudt, seconded by Casey: MOTION CARRIED 7-0**

Approval to award a contract to GM & Sons Inc. for as needed concrete repairs, with the estimated annual amount of $608,000 The contract term is one year with three potential one-year extensions.

Roll call vote on CM 26-07-095 **Yeas: Smith, Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez**
Nays: None

4. Approval to advance purchase one 12-foot by 6-foot precast box culvert and one 15-foot by 7-foot precast box culvert for the Lee BeGole Drive/Crescent Boulevard Road Extension project from Northern Concrete Pipe, Inc., in the amount of $698,488.

CM 26-07-096 **Moved by Casey, seconded by Staudt: MOTION CARRIED 7-0**

Approval to advance purchase one 12-foot by 6-foot precast box culvert and one 15-foot by 7-foot precast box culvert for the Lee BeGole Drive/Crescent Boulevard Road Extension project from Northern Concrete Pipe, Inc., in the amount of $698,488.64.

Roll call vote on CM 26-07-096 **Yeas: Staudt, Fischer, Casey, Gurumurthy, Heintz, Martinez, Smith**
Nays: None

5. Consideration of final approval of the request for JSP25-02 Camelot Parc Townhomes, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan.

Member Staudt asked if it was legally permissible to vote on this resolution at this time. City Attorney Schultz replied yes.

CM 26-07-097 **Moved by Staudt, seconded by Casey: MOTION CARRIED 5-2**

Final approval of the request of Avalon Investment Group, LLC, JSP25-02, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan for the Camelot Parc Townhomes based on the following findings and conditions, City Council deviations, and conditions, with final form and language to be modified as determined by the City Attorney's Office and City Manager:

1. **The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. [*The applicant proposes a walking trail through a 0.92-acre area of woodland to be preserved, which meets the10% site area requirement. Most of this nature trail will be publicly accessible from an entrance on Wixom Road. There are benches in separate locations as enhancements of the common open spaces shown on the site. Much of the property is wetland area to be preserved and wetland mitigation, with over 50% of the site to be placed in conservation easements. Removal of invasive species, native seeding, and habitat structures for wildlife are proposed to*

enhance the natural features of the property. The site would have a connection to Wildlife Woods Park, the extensive pathway system within Ascension Providence Park hospital campus to the east and ITC Trail. The applicant also proposes to contribute to a list of improvements to the Wildlife Woods Park pavilion and restrooms as a benefit to the larger public.]

2. **In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. [*The estimated number of daily vehicle trips is 132, which is less than the 750 trip threshold for a Traffic Study. Peak hour trips also do not reach the threshold of 100 trips (Estimated: 5 peak hour AM trips, 10 peak hour PM trips). The proposed use is expected to have minimal impacts on the use of public services, facilities, and utilities over what the underlying zoning would allow. The proposed concept plan impacts about 0.37 acres of existing 2.41 acres of wetlands and proposes removal of approximately 20 of the regulated woodland trees. The plan indicates appropriate mitigation measures will be provided, and woodland replacement credits will be planted on-site to the extent practical.]***
3. **In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties. *[The proposed buildings are buffered by landscaping and preserved natural features. The multi-family residential use is a reasonable transition from the two-family and one-family developments to the west, east and south and the commercial shopping center to the north.]***
4. **The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan and will be consistent with the requirements of this Article [Article 3.1.27]. [*The proposed development could help provide for missing middle housing needs that are walkable to the commercial areas to the north, which is recommended in the City's Master Plan for Land Use. The area was included in the PSLR overlay in the Master Plan and Zoning Map, which permits multiple-family uses as a special land***

use. The proposed arrangement of buildings and site layout minimizes the impact on existing natural features.]

5. **City Council deviations as indicated in the PSLR Agreement *(as the Concept Plan provides substitute safeguards for each of the regulations and there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District as stated in the planning review letter).***
6. ***The following conditions are made part of the PSLR Agreement:***
   a. ***Consistent with its representations at the Planning Commission and City Council meetings, the applicant shall work in good faith with the Villas at Stonebrook to enter into a reasonable Maintenance Agreement between the applicant and the Villas (the City is not to be a party) that requires the applicant's property to share in maintenance costs for Stonebrook Drive (subject to City review).***
   b. ***A conservation easement shall be provided for the remaining woodland and wetland areas, woodland credit replacements, and wetland mitigation areas, to ensure permanent protection of these natural features (approximately 4.25 acres). Such easements shall also be reflected on the Master Deed for the property.***
   c. ***A public easement shall be placed over a portion of the nature trail through the northern area of the property, west of the stormwater detention basin. Such easement shall also be reflected on the Master Deed for the property.***
   d. ***Wetland areas and buffers shall be enhanced with appropriate seeding and plant selection, placement of habitat structures, as well as invasive species removal, which will be shown and reviewed during site plan submittals.***
   e. ***Wetland and Woodland impacts shall be permitted by the Planning Commission during site plan review under the process and conditions of the Code of Ordinances.***
   f. ***Disturbance of the wetland buffer area shall be discouraged by the installation of appropriate landscaping and signage.***
   g. ***The applicant shall provide funding to the Department of Parks, Recreation and Cultural Services to complete the improvements to Wildlife Woods Park pavilion and restrooms, as proposed in the applicant's letter dated November 17, 2025, in order to address potential impacts of use by residents of those***

facilities.

h. ***Items noted in the Staff and Consultant review letters, except as otherwise noted in the Agreement, shall be addressed in the site plan process.***

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

Member Smith said it may be legally ok to support or move this forward, but he wasn't sure what he would be voting on with litigation pending. He wanted to wait to see how that progresses before he would approve of this. He said he could not support the motion at this time.

Member Martinez said his position on this hasn't changed. PSLR sets a high bar, and he didn't think it had been met. He said to the petitioner, assuming you get the votes, he wishes the project well.

Roll call vote on CM 26-07-097 **Yeas: Fischer, Casey, Gurumurthy, Heintz, Staudt**
Nays: Martinez, Smith

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS:

1. **Finance and Administration Committee - Mayor Fischer**

Mayor Fischer said the Committee toured the Ice Arena since there has been a lot of discussion about some of the user groups. It was very informational and he asked that they add the discussion of "Ice Arena" to the next Council Agenda. He also requested that the draft FAC meeting minutes be provided to Council so they have an opportunity to review what they found out about the different user groups.

2. **Long-Range Strategic Planning Committee - Mayor Pro Tem Casey**

Mayor Pro Tem Casey said Assistant City Manager Mahoney did a great job with her presentation earlier about the Long-Range Strategic Plan and had nothing to add.

3. **Mobility Committee - Councilmember Staudt**

Member Staudt said they had a robust discussion about e-vehicles/e-bikes and they decided it would be appropriate to move forward with a deeper discussion on the topic at the Ordinance Review Committee or at the Council level.

MAYOR AND COUNCIL ISSUES: None

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 10:37 P.M.

S//

Cortney Hanson, City Clerk

S//

Transcribed by Diana Charles
Customer Service Representative

S//

Justin Fischer, Mayor

Date approved: August 10, 2026

Exhibit H

CITY OF NOVI CITY COUNCIL
DECEMBER 1, 2025

SUBJECT: Consideration tentative approval of the Camelot Parc Townhomes Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan.

SUBMITTING DEPARTMENT: Community Development Department - Planning

KEY HIGHLIGHTS:

- An updated plan for Camelot Parc Townhomes has been submitted for a vacant parcel totaling 8.24 acres (net) south of the Novi Promenade Shopping Center, east of Wixom Road.
- The plan shows the development of 22 townhome units in five 2-story buildings.
- The units would be for-sale, and each would have a two-car garage.
- The subject property is currently zoned R-1, One Family Residential, with a PSLR Overlay.
- To satisfy the requirement of the Zoning Ordinance that the project "will result in a recognizable and substantial benefit to the ultimate users of the project and to the community," the applicant proposes conservation easements and enhancements to areas to be preserved, as well as a donation to fund improvements to the adjacent Wildlife Woods Park pavilion and restrooms, which are expected to be utilized by residents of the development.
- In 2023 the City Council denied a previous PSLR request on the site with 46 apartment units.

BACKGROUND INFORMATION:

The applicant is proposing a Planned Suburban Low-Rise Overlay (PSLR) Concept Plan to construct 22 for-sale townhome units on the east side of Wixom Road, north of Eleven Mile Road. The homes will be in five low-rise (2-story) buildings with a proposed density of 2.7 units per acre. The concept plan indicates the main entrance to the development off Stonebrook Drive, with secondary emergency-only access provided on the west side directly to Wixom Road. The applicant is proposing a trail for residents through the open space areas and proposes wetland preservation and mitigation on-site. Low rise multiple family is considered a Special Land Use in the PSLR overlay.

In the PSLR Overlay, low-rise multiple family residential uses are permitted as a special land use up to 6.5 dwellings per acre. As stated in the Ordinance: "The intent of the

PSLR, Planned Suburban Low Rise Overlay district is to promote the development of high-quality uses, such as low-density multiple family residential, office, quasi-public, civic, educational, and public recreation facilities that can serve as transitional areas between low-intensity detached one-family residential and higher intensity office and retail uses while protecting the character of neighboring areas by encouraging high-quality development with single-family residential design features that will promote residential character to the streetscape." The PSLR district requires a Development Agreement between the property owner and the City of Novi, which may be approved by City Council following a recommendation from the Planning Commission. This is the same type of development agreement that the Villas of Stonebrook was approved under.

The access easement to the property from Stonebrook Drive was a condition of approval in the PSLR Agreement for the Villas at Stonebrook in order to limit the number of driveways with direct access to Wixom Road, in the interest of safety. The applicant has proposed to contribute to the maintenance costs for Stonebrook Drive, which would need to be formalized in a private agreement between the two communities. The proposed development is largely in conformance with ordinance requirements, with requested deviations noted in the suggested motion. About half of the property contains natural features, which has caused the remaining area to be more densely developed, leading to the need for these deviations.

This property had previously been proposed for a development a few years ago that included 46 apartment units in 3 buildings. One of the big concerns at that time was the density and open parking areas. The current proposal eliminates much of the surface parking by providing 2-car garages for each unit. The number of units has also been reduced by more than half, which reduces the traffic generated.

Special Land Use Conditions

When the PD-2 Option is utilized, all uses fall under the Special Land Use requirements. Section 6.1.2.C of the Zoning Ordinance outlines specific factors the Planning Commission shall consider in the review and recommendation to City Council of the Special Land Use Permit request. The Planning Commission reviewed and recommended approval of the Special Land Use request with the findings provided in the Recommended Action section of this document.

Staff Reviews and Ordinance Deviations

All staff and consultants have reviewed the proposed concept plan and recommended approval having found the plan to generally be in compliance with the stated intent of the PSLR Overlay District which is to:

"Promote the development of high-quality uses, such as low-density multiple family residential, office, quasi-public, civic, educational, and public recreation facilities that can serve as transitional areas between lower-intensity detached one-family residential and higher-intensity office and retail uses while protecting the character of neighboring areas by encouraging high-quality development with single-family residential design features that will promote a residential character to the streetscape."

Section 3.21.1 permits deviations from the strict interpretation of the Zoning Ordinance within a PSLR Overlay agreement. These deviations may be granted by the City Council on the condition that "*there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District.*" The applicant has provided a narrative document describing each deviation request and substitute safeguards for each item that does not meet the strict requirements of the Zoning Ordinance.

PSLR Overlay Procedures

Section 3.21.3.B of the Ordinance provides the general review standards for use of the PSLR project: (i) it will result in a recognizable and substantial benefit to the ultimate users of the project and to the community; (ii) it will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment; (iii) it will not cause a negative impact upon surrounding properties; and (iv) it will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article.

At its September 10, 2025, meeting the Planning Commission held a public hearing, and reviewed the PSLR Overlay Concept Plan and other information relative to the PSLR Overlay Development Agreement Application. The Planning Commission has provided a favorable recommendation to the City Council of the PSLR Overlay application and Concept Plan, subject to a number of conditions (see attached minutes).

The City Council is asked to review the application and take one of two possible actions under Section 3.21.3.C of the zoning ordinance:

a) Indicate its tentative approval of the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan, and direct the City Administration and City Attorney to cause to be prepared, for review and approval by the City Council, a PSLR Overlay Development Agreement; or

b) Deny the proposed PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan.

If tentative approval is granted, following preparation of a proposed PSLR Overlay Development Agreement, the City Council will be asked to make a final determination regarding the approval of the PSLR Overlay Concept Plan and Agreement. Following final approval of the PSLR Overlay Concept Plan and Agreement, the applicant could proceed with the standard site plan review and approval procedures outlined in Section 6.1 and Section 3.21of the Zoning Ordinance.

Updates following the Planning Commission Public Hearing

Following the discussion by the Planning Commission at the September 10th public hearing, **the applicant proposed to provide a conservation easement over the wetland**

and woodland areas to be preserved, and to propose an additional public benefit prior to consideration by the City Council. Given the proximity of Wildlife Woods Park and the likelihood that new residents will utilize the park, the applicant reached out to Director Muck to inquire about needs for the park. In a letter to the City dated November 17, 2025, the applicant proposes to provide funding ($30,000) to put toward a list of improvements to Wildlife Woods Park pavilion and restrooms, which were identified as needed:

- New roofing
- Seal and paint the pillars and exterior gutters
- 2 new steel picnic tables
- Improve the lighting and add security cameras
- Epoxy bathroom floor
- Paint restrooms
- Install new faucets
- Repair concrete behind pavilion
- Install bathroom partition wraps

In addition, the developer states they will enhance the habitat of the remaining natural features to be preserved on the property by removing invasive species, providing native plant seeding to promote the growth of desirable wetland species, placing habitat structures within the emergent wetland areas, and planting additional trees in the mitigation areas.

RECOMMENDED ACTION:

Tentative approval of the request of Avalon Investment Group, LLC, JSP25-02, for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan for the Camelot Parc Townhomes based on the following findings, City Council deviations, and conditions, with the direction that the applicant shall work with the City Attorney's Office to prepare the required Planned Suburban Low-Rise Overlay Agreement and return to the City Council for Final Approval:

1. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community. [*The applicant proposes a walking trail through a 0.77acre area of woodland to be preserved, which is 0.05 acre short of the 10% site area requirement. There is also a requirement for 200 square feet of private open space per unit that is not fully provided, but each unit will have a covered porch of about 125 square feet. There are benches in separate locations as enhancements of the common open spaces shown on the site. Since so much of the property is wetland area to be preserved and wetland mitigation, it is difficult to achieve some of the "active" open space requirements. The site would have a connection to Wildlife Woods Park, the extensive pathway system within Ascension Providence Park*

hospital campus to the east and ITC Trail. The applicant also proposes to undertake a list of improvements to the Wildlife Woods Park pavilion and restrooms as a benefit to the larger public.]

2. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment. [*The estimated number of daily vehicle trips is 132, which is less than the 750 trip threshold for a Traffic Study. Peak hour trips also do not reach the threshold of 100 trips (Estimated: 5 peak hour AM trips, 10 peak hour PM trips). The proposed use is expected to have minimal impacts on the use of public services, facilities, and utilities over what the underlying zoning would allow. The proposed concept plan impacts about 0.37 acres of existing 2.41 acres of wetlands and proposes removal of approximately 20 of the regulated woodland trees. The plan indicates appropriate mitigation measures on-site and payment into the Tree Fund for the replacement credits.]*

3. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties. *[The proposed buildings are buffered by landscaping and preserved natural features. The multi-family residential use is a reasonable transition from the two-family and one-family developments to the west, east and south and the commercial shopping center to the north.]*

4. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan and will be consistent with the requirements of this Article [Article 3.1.27]. [*The proposed development could help provide for missing middle housing needs that are walkable to the commercial areas to the north, which is recommended in the City's Master Plan for Land Use. The area was included in the PSLR overlay in the Master Plan and Zoning Ordinance, which permits multiple-family uses as a special land use. The proposed arrangement of buildings and site layout minimizes the impact on existing natural features.]*

5. City Council deviations for the following *(as the Concept Plan provides substitute safeguards for each of the regulations and there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the District as stated in the planning review letter)*:

    a. Deviation from Sec. 3.21.2.A.i to allow development to front on an approved private drive, which does not conform to the City standards with respect to required sixty-foot right-of-way, as the road was previously approved for the Villas at Stonebrook development, and because the shared access reduces the number of curb cuts on Wixom Road;

b. Deviation from Sec. 3.21.2.A.ii.d. to allow two buildings to be a minimum of 25 feet apart (minimum 30 feet required) as the remaining buildings are properly spaced, and the 5-foot deviation is relatively minor;

c. Deviation from Sec. 3.21.2.A.iii.c. to allow parking spaces to be within 8 feet of a building (15 feet minimum required), as they are no closer than the driveway parking permitted;

d. Deviation from Sec. 3.21.2.A.v to allow a reduction in the minimum required private open space (4,400 square feet total required, 2,750 square feet provided), as constructing additional private open space would cause greater wetland and woodland impacts;

e. Deviation from Sec. 3.21.2.A.v to allow reduction of minimum percentage of active recreation areas (50% of open spaces required, approximately 29% provided), and less than 10% of the total site (9.4% proposed), *as the development proposes connection and improvements to Wildlife Woods Park, which contains connections to the Providence and the ITC tail systems, and providing additional active recreation would cause greater wetland and woodland impacts;*

f. Deviation from Sec. 3.21.2.A.iii and Sec. 5.5.3 to allow absence of required landscaped berm along Wixom Road north of the emergency access drive due to resulting woodland impacts and there is no development proposed in that area. In addition, the berm south of the access drive is not long enough to provide undulation.

g. Deviation from Sec. 3.6.2.M to allow deficiencies in the required 25-foot wetland buffers north of Avalon Drive, with the condition that the developer install signage and plantings to prevent mowing and other disturbance.

h. Deviation from Sec. 5.5.3.B(10) to allow a deficiency in street trees along Wixom Road, as the existing utility easements and pathway do not provide room for them.

i. Deviation from Sec. 5.10.1.B.ii to allow a minor drive to exceed 600 feet. The anticipated traffic for 22 units is low, and a major drive would require wider road width and not permit perpendicular visitor parking and would be unnecessary for this small site and cause greater impacts to natural features.

j. Deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property boundary, due to conflict with existing wetlands and woodlands.

k. Deviation from Design and Construction Standards to allow sidewalks to be placed adjacent to the curbed roadway, as to locate them further from the

Exhibit I

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2270
EXHIBIT "B" TO THE MASTER DEED OF

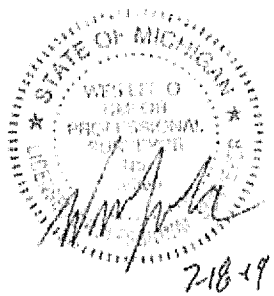
THE VILLAS AT STONEBROOK
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN
SECTION 17, TOWN 1 NORTH, RANGE 8 EAST

ATTENTION OAKLAND COUNTY REGISTER OF DEEDS
Condominium Subdivision Plans shall be Numbered Consecutively When Recorded by the Register of Deeds and shall be designated Oakland County Subdivision Plan Number 2270
This Number must be properly shown in the Title on this sheet and in the Surveyor's Certificate on Sheet 2

PROPERTY DESCRIPTION
LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS: PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 17, BEING ALSO THE CENTERLINE OF WIXOM ROAD, 66 FEET WIDE, NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 2010.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE CONTINUING NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 617.64 FEET ALONG THE WEST LINE OF SECTION 17; THENCE NORTH 88 DEGREES 39 MINUTES 40 SECONDS EAST 2480.00 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 618.31 FEET (PREVIOUSLY RECORDED AS 618.00 FEET) TO A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 17; THENCE NORTH 89 DEGREES 45 MINUTES 06 SECONDS EAST (PREVIOUSLY RECORDED AS NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST) 1605.34 FEET ALONG SAID 1/4 LINE; THENCE SOUTH 00 DEGREES 07 MINUTES 10 SECONDS WEST 627.64 FEET (PREVIOUSLY RECORDED AS 626.61 FEET); THENCE SOUTH 89 DEGREES 39 MINUTES 40 SECONDS WEST 3462.44 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 49.09 ACRES OF LAND AND IS SUBJECT TO THE WESTERLY 66 FEET FOR USE AS WIXOM ROAD.

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN - WEST
4. SITE PLAN - EAST
5. SANITARY & WATER MAIN EASEMENT PLAN - WEST
6. SANITARY & WATER MAIN EASEMENT PLAN - EAST
7. CONSERVATION & EXISTING EASEMENT PLAN - WEST
8. CONSERVATION & EXISTING EASEMENT PLAN - EAST
9. UTILITY PLAN - WEST
10. UTILITY PLAN - EAST
11. COORDINATES
12. COORDINATES & CURVE DATA
13. BAYPORT FOUNDATION PLAN
14. ABBEYVILLE FOUNDATION PLAN
15. TYPICAL UNIT CROSS-SECTION



7-18-19

PROPOSED DATED
July 12, 2019

ENGINEER:
ATWELL GROUP
311 NORTH MAIN STREET,
ANN ARBOR, MI 48104
PH: (866) 850-4200

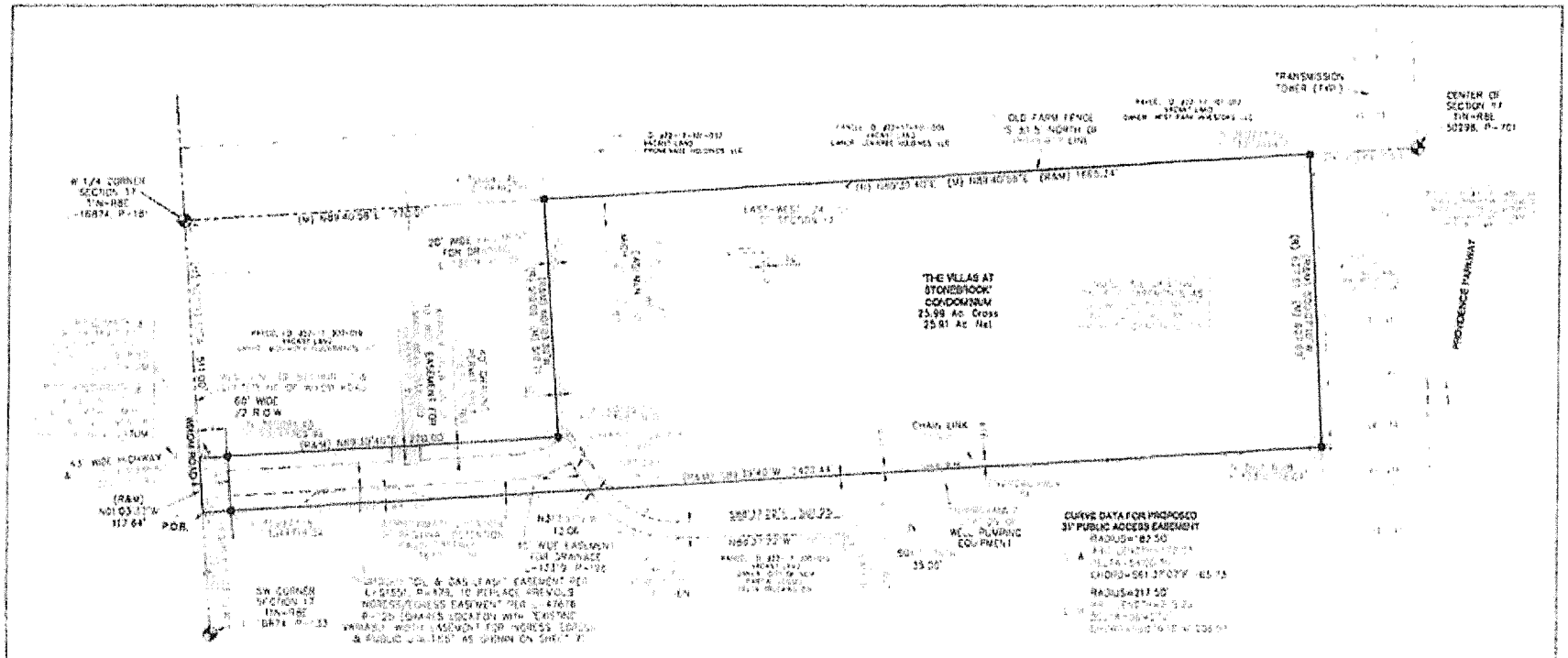
DEVELOPER:
PULTE HOMES OF MICHIGAN, LLC
A MICHIGAN LIMITED LIABILITY COMPANY
100 BLOOMFIELD HILLS PARKWAY, SUITE 150
BLOOMFIELD HILLS, MI 48304
PH: (248) 647-2750

Note: Only Units 1 & 2 must be built.
All other units (3 thru 84) need not be built.

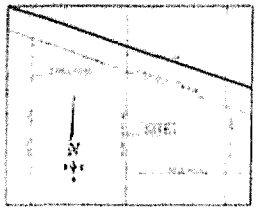
This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed as part of the construction permit application with the enforcing agency for the state construction code or the relevant governmental agencies. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

DU JOB NO. 181103

Diffin-Umlor & Associates
49287 West Road
Wixom, Michigan 48393
(248) 773-7656
fax (866) 690-4307



LEGEND



VICINITY MAP



0 50 100 200
(IN FEET)
1 inch = 100 ft

SURVEYOR'S CERTIFICATE

I, [illegible], a Registered Professional Surveyor of the State of Michigan, hereby certify that the subdivision plan known as The Villas at Stonebrook, Oakland County Subdivision # 22-10, as shown on the accompanying drawings, is based on a survey on the ground made under my direction; that all the existing improvements as noted upon the plan are properly designated as shown; that the required monuments and lot markers have been located in the ground as required by Rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978, as amended; that the accuracy of said survey is within the limits required by the Rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978, as amended; and that all of the requirements of Act No. 59 of the Public Acts of 1978, as amended, have been complied with.

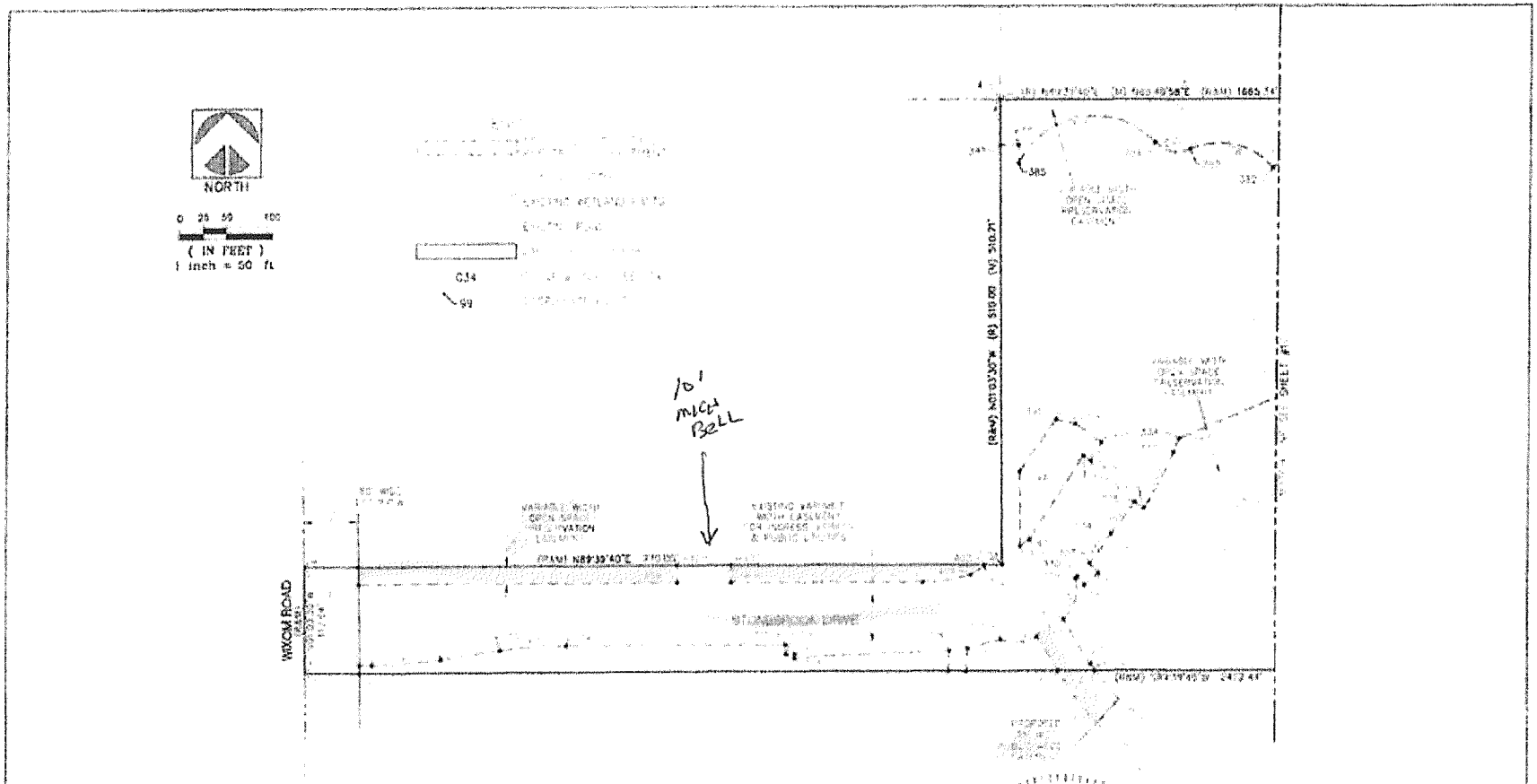
7-8-19

PROPOSED DATED 07-12-19

SURVEY PLAN

THE VILLAS AT STONEBROOK
RESIDENTIAL CONDOMINIUM
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

Diffin-Umlor & Associates
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 893-4307



NOTES

1. ALL STREETS AND UTILITY IMPROVEMENTS TO BE PUBLIC AND SHALL BE BUILT ...
2. ALL OTHER STRUCTURES (INCLUDING ... AND UTILITIES, INCLUDING ... LEADS NOT SHOWN) SHALL BE BUILT ...
3. THERE ARE 30 UNITS AND ONE (1) ADDITIONAL UNIT FOR ... AND ... PURPOSES ONLY (UNITS ... AND 2 ARE LOCATED ON THE PROPERTY ADDED TO ... BY ... AND ARE ALL SUBJECT TO THE CONDOMINIUM ...
4. THE UNITS ARE SINGLE SITES ONLY.
5. THE BASE ELEVATION BUILDING SHALL BE ...
6. ALL LAKES, PONDS AND COMMON ELEMENTS AS ... ARE ... DEED ARTICLE 6 AND CONTRACTIBILITY AREAS UNDER ... ARTICLE ...
7. ALL OPEN SPACE PRESERVATION EASEMENTS AND ... EMERGENCY ACCESS ROAD, ALL ... AND PUBLIC ACCESS EASEMENTS AND ALL GENERAL COMMON ELEMENTS OF THE CONDOMINIUM ...
8. ALL INTERIOR ROADS ARE PRIVATELY OWNED AND MAINTAINED IN ACCORDANCE WITH ARTICLE 4 OF THE MASTER DEED.
9. NO UNITS ARE LOCATED ON DESIGNATED WETLANDS.

STATE OF MICHIGAN
MICHAEL ... TROMBLEY
... SURVEYOR
7-18-19

PROPOSED
DATED
07-12-19

EASEMENT PLAN #3 - WEST

THE VILLAS AT STONEBROOK
RESIDENTIAL CONDOMINIUM
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

Diffin-Umlor & Associates
43261 West Road
Wixom, Michigan 48393
Tel (248) 773-7656
Fax (866) 690-4307

DRAWN RDP
CHKD MD

3 OF 15

Exhibit J

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION,
a non-profit corporation,

Plaintiffs,

Case No. 2026-223396-CC
Hon. Yasmine Poles

v

CITY OF NOVI, a domestic municipal corporation,
and, AVALON INVESTMENT GROUP, LLC,
a Michigan limited liability company,

Defendants.

CITY OF NOVI

Counter-Plaintiff

v.

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION,

Counter-Defendant

WARNER NORCROSS + JUDD LLP
John A. MacKenzie (P80386)
Alexandra Tillman (P87532)
Attorneys for Plaintiffs
12900 Hall Road, Suite 200
Sterling Heights, MI 48313
(586) 303-4100
jmackenzie@wnj.com
atillman@wnj.com

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
Thomas R. Schultz (P 42111)
Attorney for Defendant/Counter-Plaintiff
27555 Executive Drive, Suite 250
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(248) 489-4100
tschultz@rsjalaw.com

TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION

This matter comes before the Court on Plaintiff's Complaint and Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction ("Motion"), this Court has reviewed the Complaint and Motion and is otherwise duly advised in the premises:

THE COURT FINDS AS FOLLOWS:

1. Plaintiff has sufficiently pled allegations that Defendants have created a nuisance by overburdening Stonebrook Drive with excessive use and traffic, and proposed developments.

2. Plaintiff has sufficiently pled allegations that Defendant Novi has improperly exercised dominion and control over Stonebrook Drive without valid easement rights, or outside the scope of alleged easement rights.

4. Plaintiff has demonstrated that the harm being suffered is irreparable and will continue and/or be exacerbated by Defendants' aforementioned conduct and proposed activity.

5. Plaintiff has sufficiently demonstrated that a temporary restraining order is necessary to preserve the status quo and prevent any further harm to Plaintiff until the hearing is held on Plaintiff's Motion for Preliminary Injunction.

ACORDINGLY:

IT IS HEREBY ORDERED that Plaintiff's Motion for a temporary restraining order is granted.

IT IS FURTHER ORDERED that Defendants are enjoined from using Stonebrook Drive to ingress and egress any new developments, and specifically Camelot townhouses, which is the current proposed development on Stonebrook Drive.

IT IS FURTHER ORDERED that this temporary restraining order shall remain in effect until the Court issues another order following a hearing on the preliminary injunction, which is set for _____.

IT IS FURTHER ORDERED that any written response to the Motion from Defendants must be served on Plaintiff no later than ____ days before the preliminary injunction hearing.

IT IS FURTHER ORDERED that Plaintiff may file and serve a Reply Brief _____ days before the preliminary injunction hearing.

IT IS FURTHER ORDERED that no security (*e.g.*, a bond) is required as Plaintiff is adequately able to respond in damages if the relief requested herein was granted improvidently and Defendant wrongfully damaged.

IT IS FURTHER ORDERED that this Order may be served on Defendant by first-class mail, e-mail, and/or by any means authorized by the Court's rules.

This is not a final order and does not close the case.

Dated: _____

_____
Circuit Court Judge

TAB 2

FILED Received for Filing Oakland County Clerk 8/24/2026 3:05 PM

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION, a non-profit corporation,

Plaintiff,

vs.

Case No. 2026-223396-CC
Hon. Yasmine I. Poles

CITY OF NOVI, a domestic municipal corporation, and AVALON INVESTMENT GROUP, LLC, a Michigan limited liability company,

Defendants.

_____/

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Alexandra Tillman (P 87532)
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PLUNKETT COONEY
RHONDA R. STOWERS (P64083)
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rstowers@plunkettcooney.com

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
Thomas R. Schultz (P 42111)
Elizabeth K. Saarela (P 60265)
Attorneys for Defendant City of Novi
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550
(248) 489-4100

_____/

DEFENDANT, CITY OF NOVI'S RESPONSE TO PLAINTIFF/COUNTER-DEFENDANT'S, VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION'S, MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

INTRODUCTION AND SUMMARY OF CASE

Plaintiff is a homeowners association (HOA) that is trying to get out of honoring two access easements that the developer of its residential condo development, Pulte Homes of Michigan, LLC,

gave as part of its development approvals for the 84-unit "Villas at Stonebrook." The easements are over a small section of the private road that Pulte built, Stonebrook Drive. They were confirmed in a written development agreement between the City and Pulte, which was recorded against the property before any condo units were sold. They are, in effect, conditions of the occupancy of those units. One of the easements was given to the adjacent vacant parcel of land to the north (now owned by Defendant Avalon) for the installation and use of a road and utilities when it developed in the future. The other was given to the City itself, as a new access to its park adjacent to Stonebrook to the south.[1]

Plaintiff argues that Pulte was somehow strong-armed by the City into an signing an oppressive development agreement that is so unfair that these access easements—but only these access easements, oddly—should be found to be unconstitutional as a taking of property without just compensation. Plaintiff makes this claim even though Pulte went ahead and built and sold all 84 units (and the road), and both it and the individual condo unit owners have taken and are taking full advantage of everything the City agreed to do as part of its approval. The HOA wants the Court to invalidate the two easements Pulte agreed to give while still requiring ***the City*** to honor all its obligations under the development agreement—including paying Brownfield tax credits and continuing to honor an easement the City gave to a third party (Somoco) over its park land so that Pulte could relocate an easement for an oil and gas well that ran through the site.

The other theory asserted by Plaintiffs is that the City, by adding recreation-related improvements to the park (like sports fields and courts) and by approving a development for Avalon known as Camelot Parc, has "increased the burden" on the easements to the point where the use of them has become a nuisance. The HOA asserts that the new Camelot development will

[1] A third access easement over Stonebrook Drive (a revision to an existing easement) was given to the owner of an oil and gas well—but Plaintiff does not mention that one, presumably because its new location helped Pulte develop the subdivision. More on that later.

add to that, so it shouldn't be allowed to be built. Or maybe, since the motion is not clear, the HOA just thinks the park has become a nuisance and that the the Court needs to stop the City from using the park.

This is a motion for preliminary injunction/temporary restraining order. The HOA has to show that there is a real and imminent threat that it will suffer irreparable injury merely by virtue of having to do exactly what Pulte promised the City it (and the HOA) would do: allow access over Stonebrook Drive for the park and the new development. The HOA will need to show that it is likely to prevail on the merits and that any harm to it will outweigh the harm to the public and to the adjoining property owner. It cannot show these things.

There is no merit to the HOA's claims. Pulte gave the easements voluntarily because it was seeking a development approval under an optional and discretionary process under the City's zoning ordinance known as the Planned Suburban Low Rise (PSLR) Overlay option. Among the things that it requires is for the development, to the extent possible, not to be connected to a "section line" road (which Wixom Road, where the property is located) and to accommodate the same for adjacent parcels:

> B. Circulation Standards. All uses that include the construction of a new building shall be designed, to the extent possible, with full time access drives connected only to non-section line roads. Emergency access routes normally closed with an emergency access gate may be connected to section line roads when no other practical location is available:
>
> i. New public or private local streets shall be designed to provide public access connections to neighboring properties at location(s) acceptable to the City and the neighboring property owners.
>
> ii. New streets shall include public pedestrian and bicycle facilities, as follows:
>
> a. All new streets shall be designed as bicycle/pedestrian focused corridors as outlined in the City of Novi Non-Motorized Master Plan and include design features that will result in motorists driving at speeds typically found on non-arterial residential streets.
>
> b. All buildings and active recreation open space areas shall be connected to the City's existing or planned bicycle and pedestrian facilities.

> c. Where existing non-motorized facilities do not exist on adjacent neighboring properties, facilities shall be stubbed to the property line. (Emphasis added.)

By offering the City the two easements at issue, Pulte was understandably trying to meet the intent or goal of the PSLR option. Pulte offered and the City accepted it and approved the development. No "heavy hand" here; just a standard issue development approval that worked out for both sides. This is not just the City's position. The affidavit of a senior officer of Pulte involved in the development process, Joe Skore, is attached as **Exhibit A** to prove that.

The HOA is arguing that the City's use of its access easement, and/or Avalon's use of its easement, is somehow different than what was expected or promised. That is not true. Both of these properties are being used exactly as Pulte expected them to be used when it granted the easement. Both of these properties are being used exactly as the condo owners *should have* expected and known when they bought their houses. And both of these properties are being used in perfectly normal ways.

There is no harm to Plaintiff if the injunction isn't granted. The allegations in the motion about how the use of Wildlife Wood Park for recreational purposes was only ever supposed to be for walking trails and nature viewing and maybe some quiet yoga and the like, are not true, and the HOA does not even attempt to provide evidence or documentation of it.

The City submits the affidavit of its Parks Director since 2014, Jeff Muck, which makes absolutely clear that not only was there never a plan on the City's part to limit the use of the Wildlife Woods Park to just passive uses and nature walks: (a) it has never been used for just those things and has in fact had active recreational fields and courts and other facilities on it; and (b) the City had always planned—in a very public way in its parks and recreation master plans—for more active use of the park. See Muck Affidavit, **Exhibit B**. The City is not harming the HOA by doing

exactly what it told everyone it would be doing well before Pulte granted that the access easement to it for park use.

Nor is Avalon, the adjacent property owner, doing anything that would harm the HOA. The third affidavit attached as **Exhibit C** is of a transportation engineer, Mark Koskinen from AECOM, a multi-national infrastructure engineering firm. His affidavit makes clear that the small (22-unit) Camelot Parc development has no appreciable effect on the HOA's road or on the use of the road by the residents of the Villas of Stonebrook.

At the end of this litigation, if the Court rules in their favor, the fact that the Camelot Parc development was permitted to act as though the easement granted was valid and enforceable does no permanent or irreparable harm to the HOA. The easement to Camelot would presumably just go away. There would be no financial harm to the HOA, no physical harm to the road. The use by Camelot of the access easement as part of its development approvals is by definition not irreparable. The "harm" to the HOA of doing what Pulte promised it would do by honoring the two access easements is no harm at all.

There is harm to the City and Avalon if the injunction is granted. On the other hand, if the injunction is entered but ultimately the HOA does not prevail, real harm will have been done. To the developer of the Camelot Parc development no doubt, whose development approvals will be held up at no doubt some cost. But from the City's perspective grave harm to the public by virtue of the potential loss of the City's ability to enforce its development approvals, or its development agreements.

The City has lived up to its end of the development bargain with Pulte. **The HOA cannot simply be let out of the only part of the development that benefited the City and the public that it represents.** The development agreement that the HOA wants the Court to excuse it from honoring is no different than the dozens and dozens of development agreements that the City has

entered into with developers over the years. Likely well over a hundred at this point. Simply excusing a group bound by that agreement for no good reason would expose the City and the entire public it represents to similar claims all throughout the City.

STATEMENT OF FACTS

A. HOW AND WHY PULTE PROPOSED THE TWO ACCESS EASEMENTS.

The Villas at Stonebrook is a 42 duplex building (84 home) multi-family residential community located off of Wixom Road between Eleven Mile Road and Grand River Avenue. The property is zoned I-2, General Industrial. However, the property also includes a "Planned Suburban Low-Rise Overlay" zoning classification, referred to as the PSLR Overlay, that allows a developer to build a residential use on the property if it is consistent with the City's Master Plan **and acceptable to the City under the provisions of the PSLR Overlay zoning classification**. (See generally, Zoning Ordinance Section 3.21 attached as **Exhibit D.)**

The PSLR was created specifically for this area of the City, to encourage development of projects that have less impact on the area than might otherwise be allowed. Development under the PSLR requires not just approval of a "site plan" by the City, but a separate "Concept Plan" review and development agreement that the developer and the City enter into and record at the Oakland County Register of Deeds to govern the development of the property. See generally, Zoning Ordinance Section 3.21.3.

Pulte submitted an initial application for development approval under the PSLR Overlay on August 30, 2017, and modified that application on or about December 29, 2017. Pulte's December 29, 2017, plan proposed development of 43 duplex units with 86 homes to be built on a private road system that accessed Wixom Road. (See Exhibit 1 to Counterclaim, February 7, 2018, Planning Commission materials.) That plan showed the property adjacent to its property to the north (now owned by Defendant Avalon and being developed as Camelot Parc) having an

easement over Stonebrook Drive so that it could be developed without imposing another curb cut on Wixom Road. (Exhibit 1 to Counterclaim.)

The plan was reviewed by the City's Planning Commission on February 7, 2018, and the Planning Commission recommended approval of the plan to the City Council. (See Exhibit 2 to Counterclaim, February 7, 2018, Planning Commission minutes.) The plan was then reviewed by the City Council at its regular meeting February 26, 2018. (See Exhibit 3 to Counterclaim, February 26, 2018, City Council materials.) Discussions of the plan included acknowledgement of the proposal by Pulte to allow the use of Stonebrook Drive by the property owner to the north for access to and development of that property to the north, as a means to limit a curb cut on Wixom Road. *Id.* As part of the conversation at the City Council meeting, the possibility of *also* using Stonebrook Drive as the access to the City's Wildlife Woods Park to the south of the Stonebrook Project was also discussed. *Id.* The City Council passed a motion on February 26, 2028, tentatively approving the Project and directing a proposed development agreement to be prepared. *Id.*

Following the February 26, 2018, hearing before City Council, Pulte proposed some modifications to the plans for the project, one of which was to add to the concept an easement to the City for access to Wildlife Woods Park. (See Exhibit 5 to Counterclaim, Pulte email to City, April 20, 2018.)

Also at its February 26, 2018, meeting, the City Council approved a Brownfield Redevelopment Plan for Pulte that would allow Pulte to receive Brownfield tax credits to assist in the cost of cleaning up environmental issues on the property. The Pulte Brownfield Plan suggests that the total reimbursable costs to Pulte as a result of the City's decision to give the tax credits redevelopment plan to proceed in connection with the Stonebrook Project was approximately **$934,000**. (**Exhibit E**, February 26, 2018, City Council materials re: Brownfield Redevelopment Plan.)

Over the ensuing months, the City and Pulte prepared a proposed development agreement, which the City Council considered along with revised plans for the Project at its August 27, 2018, meeting. (See Exhibit 7 to Counterclaim, August 27, 2018, City Council materials.) After discussion, City Council approved the development agreement and the Villas at Stonebrook Project. *Id.*

At its October 3, 2018, meeting, the Planning Commission approved the required special land use, site plan, woodlands, wetlands, and stormwater permits, with the determination that the plans complied with the development agreement. The two access easements are prominent, required features of these plans. (See Exhibit 9 to Counterclaim, October 3, 2018, Planning Commission materials, and Exhibit 10 to Counterclaim, October 3, 2018, Planning Commission minutes.) On April 10, 2019, the agreement was signed and became effective. On May 13, 2019, it was recorded at the Oakland County Register of Deeds. (**Exhibit F**.)

B. ***PULTE ACKNOWLEDGEMENT THAT THE TWO ACCESS EASEMENTS ARE REQUIRED.***

Pulte makes a number of representations in the development agreement. Particularly relevant to this development, Item VII, on page 2 of the development agreement, states:

> In petitioning for consideration of a PSLR Development Agreement Application, Developer has expressed as a firm and unalterable intent **that Developer will develop and use the Land in conformance with the PSLR Overlay Concept Plan and the conditions** (herein referred to as the "Conditions") set **forth in Paragraph 4 below**. (Emphasis added.)

Paragraph 4 of the development agreement includes the following conditions:

> C. **The Development shall provide an access drive connection and additional public access points to the adjoining City Park (the "City Park") to the south as well as related parking benefits to the City Park in the form of 12 additional parking spaces as indicated in the 'Off-Site Access Road Exhibit' shared via e-mail dated April 20, 2018 attached as Exhibit B**. Additional revisions to the road design may be required to address fire and emergency turn-around requirements at the time of preliminary site plan approval. **To assist the public with City Park access, Developer is offering to include the City Park's**

> **name on their development sign along with the Project name on Wixom Road, or as alternate signage, and provide way finding signage, directing users to park access.** The final layout and design of the access drive, parking spaces, location, format, and content of the park signage, woodland and wetland permit application shall be submitted for approval by the City, at the time of preliminary site plan review, and shall be within the City's sole discretion. Park improvements shall be constructed, and completed concurrent with on-site improvements in accordance with the provisions of Chapter 26.5 of the City of Novi Code of Ordinances. **The City will terminate the existing access easement over the City Park to the existing petroleum facility to the south of the Development, and will grant a replacement access easement in accordance with the approved plan for the City Park access.** (Emphasis added.)
>
> D. **The Developer shall provide an access easement on the north side of the proposed entry drive as shown on the Plan Suburban Low Rise Concept Plan for future connection capability to neighboring properties to eliminate multiple exits onto Wixom Road**. (Emphasis added.) (**Exhibit F**.)

In a nutshell, Pulte promised to provide both the ingress/egress and utility access to the adjacent property to north and the public access easement for the City's park property to the south. In doing so, Pulte intended to bind both itself, as the developer, and the Plaintiff/Counter-Defendant Association (and all 84 condominium unit owners):

> 9. This Agreement shall run with the Land and be **binding upon** and inure to the benefit of the parties to this Agreement **and their respective heirs, successors, assigns, tenants and transferees**. This Agreement shall be recorded with the office of the Oakland County Register of Deeds as to all affected parcels, and the approval of the proposed use shall not become effective until such recording has occurred. Thereafter, any development of the Land shall be in accordance with this Agreement, the PSLR Overlay Concept Plan, and any approved site plans, unless an amendment to this Agreement is approved by the City pursuant to the Zoning Ordinance. * * * (Emphasis added.) (**Exhibit F**.)

Because the development agreement was referred to in the condominium Master Deed, all residents were necessarily aware of this promise.

C. PULTE'S WAIVER OF CHALLENGES TO ACCESS EASEMENTS BY THE DEVELOPER ON BEHALF OF ITSELF AND THE HOA.

The HOA objects to the provision of the access easements on the grounds that they amount to an unlawful taking of property and create a nuisance. But its ability to assert such claims is expressly waived by Pulte in the development agreement:

> 8. Developer acknowledges and agrees that it has had the opportunity to have the PSLR Overlay Concept Plan and this Agreement reviewed by legal counsel. Developer has negotiated with City the terms of this Agreement and of the PSLR Overlay Concept Plan, and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer accepts and agrees to the final terms, conditions, requirements and obligations of the Agreement and the PSLR Overlay Concept Plan, and ***Developer shall not be permitted in the future to claim that the effect of the Agreement and PSLR Overlay Concept Plan results in an unreasonable limitation upon uses of all or a portion of the Land, or claim that enforcement of the Agreement and PSLR Overlay Concept Plan causes an inverse condemnation, other condemnation or taking of all or any portion of the Land.*** Developer and 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. Developer has offered and agreed to proceed with the undertakings and 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 Developer.

(**Exhibit F**.)

The HOA's claims, in other words, were waived even before its members bought their homes.

STANDARDS FOR INJUNCTIVE RELIEF

A preliminary injunction is an extreme form of equitable relief meant to maintain the status quo pending a final hearing concerning the parties' rights. *Mich AFSCME Council 25 v Woodhaven-Brownstown Sch Dist*, 293 Mich App 143, 145–46 (2011). It is considered a "***drastic use of judicial power that should be employed sparingly and only with full conviction of its urgent necessity***." *Davis v City of Detroit Fin Review Team*, 296 Mich App 568, 613 (2012) (emphasis added). To ensure that such "drastic" relief is granted sparingly and only where certainly appropriate, a party seeking a preliminary injunction must prove that: (1) it is likely to succeed on the merits; (2) there exists a "real and imminent danger" of irreparable harm without an injunction; (3) it will be harmed without an injunction more than the party opposing the injunction would be if the court did issue an injunction; and (4) the same is true for harm, if any, to the public interest. *Id.* at 613–14 (emphasis added); *Pharm Research & Mfr of America v Dep't of Community Health*, 254 Mich App 397, 403 (2002).

ARGUMENT

The HOA asserts that it is simply trying to preserve the "status quo" while this litigation is pending. ***But the status quo today is that there are easements that have been granted by Pulte. Changing*** that status quo is what Plaintiff wants. ***Stopping*** the development process of the Camelot Parc development grants the HOA what it wants in its complaint. What the Plaintiff is actually asking the Court to do is take easement rights away from the City and Avalon by virtue of this injunction, while leaving the HOA with all the benefits of the development agreement that the City gave Pulte in return for those.

A. THE HOA WILL NOT PREVAIL ON THE MERITS OF ITS CLAIM THAT REQUIRING THE EASEMENT WAS OR IS UNCONSTITUTIONAL AND/OR RESULTS IN SOME SORT OF NUISANCE THIS COURT CAN ABATE.

1. <u>There is no unconstitutional "taking"</u>

(a) There was no oppressive imposition of a harsh development condition by the City.

The PSLR provisions of the City's zoning ordinance are an optional form of development—not one permitted to Pulte by right. Pulte needed the PSLR because the property was zoned I-2 (for general industrial use) and Pulte sought to develop it for residential purposes—which is not permitted in the I-2 District except under the PSLR. A major problem for Pulte at the outset was the fact that a development under the PSLR option isn't allowed to connect directly to a section line road like Wixom Road—***because a primary purpose of the PSLR option form of development is to reduce impacts on major roads where it is allowed.***

Because Pulte needed the City's discretionary approval even to build Stonebrook Drive, it proposed a development plan that connected to Wixom Road but also included an easement to both

the Camelot Parc and the Wildlife Woods Park.[2] Without that offer as to Avalon/Camelot, the proposed Stonebrook project never would have happened. That is, there would literally be no plaintiff HOA—the road and the houses and the occupants simply would not exist. This is not speculation; the affidavit of Joe Skore from Pulte makes that abundantly clear.

(b) Pulte waived any taking claim as part of the written development agreement, and that waiver is binding on the HOA as Pulte's buyers:

> Developer accepts and agrees to the final terms, conditions, requirements and obligations of the Agreement and the PSLR Overlay Concept Plan, and **Developer shall not be permitted in the future to claim** that the effect of the Agreement and PSLR Overlay Concept Plan results in an unreasonable limitation upon uses of all or a portion of the Land, or claim **that enforcement of the Agreement and PSLR Overlay Concept Plan causes an inverse condemnation, other condemnation or taking of all or any portion of the Land.** Developer and 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. (Emphasis added.)

It was also a perfectly reasonable waiver for Pulte to sign. Its terms are consistent with the law—in particular the provisions of the Michigan Zoning Enabling Act that allow condition on special or optional forms of development approvals like the PSLR:

> (4) **Reasonable conditions may be required with the approval of a special land use, planned unit development, or other land uses or activities permitted by discretionary decision**. The conditions may include conditions necessary to insure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, **to insure compatibility with adjacent uses of land**, and to promote the use of land in a socially and economically desirable manner. Conditions imposed shall meet all of the following requirements:
>
> (a) **Be designed to protect** natural resources, the health, safety, and welfare, as well as the social and economic well-being, of those who will use the land use or activity under consideration, **residents and landowners immediately adjacent to the proposed land use or activity, and the community as a whole**.

[2] It also sought a number of deviations from the standard terms of the zoning ordinance that would allow the development to include more residential units than would typically be allowed on property of that size by allowing the units to be closer together than permitted by the zoning ordinance, which the City eventually approved.

(b) Be related to the valid exercise of the police power and purposes which are affected by the proposed use or activity.

(c) Be necessary to meet the intent and purpose of the zoning requirements, be related to the standards established in the zoning ordinance for the land use or activity under consideration, and be necessary to insure compliance with those standards.

(5) **The conditions** imposed with respect to the approval of a land use or activity **shall be recorded in the record of the approval action and remain unchanged except upon the mutual consent of the approving authority and the landowner.** The approving authority shall maintain a record of conditions which are changed. (Emphasis added.)

The development agreement entered into between Pulte and the City is standard, run-of-the mill, ordinary, basic, unexceptional—even the part that Plaintiff complains about.

(c) The City and Pulte fully "performed" under the development agreement that the HOA wants out of.

Stonebrook Drive and all the homes have been built. Before it could build those, Pulte executed the easements and included them in its development documents, including its Master Deed, which all condo unit owners received before buying. All of the permitting obligations of the City had been met.

By asking only for the easements that benefit others (Avalon and the City) to be invalidated, the HOA makes clear that it wants all the benefits of the development agreement that favor the HOA, but not the parts that it doesn't like. In *Holzbaugh v. Detroit Bank & Trust Co.*, 371 Mich. 432, 124 N.W.2d 267 (1963), the Court cited earlier Supreme Court case law which "reaffirmed what has always been the rule in this State, that is, that 'A person cannot accept and reject the same instrument, or, having availed himself of it as to part, defeat its provisions in any other part as the doctrine of election, an extension of the law of equitable estoppel, prevents the assertion of repugnant rights.'" See also, *Thorin v. Bloomfield Hills School Dist.*, 179 Mich.App. 1; 445 N.W.2d 448 (1989) (petitioner accepted the benefits of a contract for 15 years without complaint, and could no longer challenge its validity based on the Board's failure to formally approve it); *Petition of Board of Trustees of Samaritan Hospital Ass'n*, 49 Mich.App. 106, 113-114, 211 N.W.2d 561

(1973) (one who retains the benefits of a transaction which he has the right to accept or reject cannot avoid its obligations); *AtriCure, Inc. v. Meng*, 12 F.4th 516 (6th Cir, 2021). The relief sought is simply not available to the HOA.

(d) What about all the things the City gave Pulte? Does the City get those back? Can they be invalidated if this Court grants the HOA relief?

The HOA asserts a taking "without compensation." The City begs to differ. Aside from the fact that Pulte's promise of these two access easements directly resulted in the homes of the HOA members being built in the first place, there are other things that the City gave in the development approvals. It gave, for instance, a number of deviations from ordinance standards as part of the development approval. (See fn 2.) Those would not have been given without the two access easements. But there was even more "benefit" conferred on the HOA by the development approvals.

The **Brownfield tax credits** were addressed above but bear repeating. The City was the deciding governmental entity with respect to granting the tax credits, but the approval gave more than just a credit on City taxes. The County and other taxing jurisdictions (e.g., the Zoo, the community college, etc.) also were part of the tax reimbursement. This was a significant savings for Pulte as far as developing the property, and it is axiomatic that Pulte saving the cost to clean up the property before building positively affected the HOA members' purchase price. **Is the HOA going to give the taxpayers who provided this potentially $934,000 benefit to them back if they get their injunction or request relief?**

The same question applies to the **"Oil and Gas Well" easement.** Before the Pulte development proposal for the Villas of Stonebrook, an entity called Somoco had an access easement over the Villas parcel from Wixom Road to an oil and gas facility that is located on the City's park property. As the Court can see from the attached, the Somoco easement ran right through a portion of what is now the Villas at Stonebrook development. (**Exhibit G**.) It would

have impacted several home sites as well as the quality of the layout—and likely the price of homes due to spreading site development costs across fewer units.

To help resolve the issue, the City agreed to let Somoco use a part of the City's park property to access the oil and gas well. That is also reflected in the attached drawing showing the revised Somoco access (**Exhibit G**.) The City had no obligation to confer that benefit on Pulte, and ultimately the residents of the Villas at Stonebrook. If the two access easements that provide the City's only benefit from this project get invalidated, the City will likely want to be let out from honoring this easement. **Is the City's granting of that easement still enforceable if the HOA does not honor the two access easements? Is the HOA willing to give up—tear down—the residential units that now exist where the Somoco easement *would have been* if the City had not agreed to let Pulte use the City's property to satisfy Somoco?**

2. <u>There is no "nuisance" claim available to Plaintiff</u>

The idea that there are nuisance conditions coming from the Wildlife Woods Park is classic. The City submits as **Exhibit H** the affidavit of the City's Police Chief, Erick Zinser, which confirms that the park operates like any other park—no extra calls for service, no unusual issues. A public nuisance is an "unreasonable interference with a common right enjoyed by the general public." *Cloverleaf Car Co v. Phillips Petroleum Co*, 213 Mich App 186, 190, 540 N.W.2d 297 (1995). "Unreasonable interference" includes conduct that "(1) significantly interferes with the public's health, safety, peace, comfort, or convenience, (2) is proscribed by law, or (3) is known or should have been known by the actor to be of a continuing nature that produces a permanent or long-lasting, significant effect on these rights." *Id.* "Get off my lawn" is not a basis for relief. The HOA asserts with no evidence that the park activity diminishes the value of their properties. The City asserts, with a similar amount of evidence, that proximity to parks increases a property's value.

(a) The HOA misleads the Court about the nature of the City park property to which Pulte granted the access easement.

Although its motion says that it is not including the access easement to the City for Wildlife Woods Park in its proposed preliminary injunction, and is asking only for the Camelot Park development to be halted by the Court, most of the allegations about nuisance conditions are about the increased use of the park. The strong implication in the affidavit of Steve Potocsky, the HOA president, is that the City increased the use of the park in a way that was unanticipated. That is not true. Here's what the attached affidavit of Parks Director Jeff Muck says about the HOA's statement that the Wildlife Woods Park was intended to be a "wildlife preserve" or some passive thing:

> In sum, as Director of the PCRS Department, I can state that I am unaware of any limitations on the City's recreational use of the Wildlife Woods Park, or any statement by the City that the use and development of the Park would be limited, and in fact believe that the opposite is true: that the Park has been intended, during my time as Director, for full recreational use as determined appropriate by the City.

(**Exhibit B**.)

This is a classic case of "coming to the nuisance." The Stonebrook residents moved into a residential development that had a vacant roughly 9-acre parcel of land on one side and a large City park—and two schools as well—on the other side. There was no basis whatsoever to think that the vacant parcel would not be developed; that was why the easement was granted in the first place. And the park was just a park, one planned to be developed. The easement Pulte gave the City was never limited, and as Pulte's own affidavit says, there was no limitation on what the City could do with the park.[3]

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[3] The written easement was granted to the City, "its employees, invitees, and licensees. . . ." and it was for "all reasonable and customary uses associated with the rights of the public for ingress and egress without charge, putting vehicular traffic, on and over the easement, to access the public park located on Grantee's property." (**Exhibit I**.) And as for the HOA's claim that Pulte's execution of the written easement was defective, the City has responded to that in its Answer to Complaint and its Counterclaim. If the Court finds the Pulte document defective, someone—Pulte or the HOA—will have to correct it.

(b) There is no "burden" on the HOA's road that wasn't fully agreed to, and certainly no "increased burden" as that legal term of art requires.

Maybe the single most relevant thing about Plaintiff's motion is the sheer number of times it uses the term "burden" in various contexts, including "over-burdening" or "increased burden," without ever acknowledging that it is a legal claim that requires a standard of proof. To make a claim in Michigan that someone has increased the burden on an easement, a plaintiff has to show more than that the property benefitted by the easement changed in intensity while still being used for the same thing; you have to show that it changed users. See, e.g., *MDNR v Carmody-Lahti Real Estate, Inc.*, 472 Mich 359, n 42 (2005) ("the 'manner, frequency, and intensity' of the grantee's use of the easement may change through time; this is an assertion with which we have no quarrel….")(citing Restatement Property, 3d, § 4.10, p. 592: "The manner, frequency, and intensity of the use may change over time to take advantage of developments in technology and to accommodate normal development of the dominant estate or enterprise benefited by the servitude.") The mere fact that the City put enhanced recreation opportunities on the Wildlife Woods Park property is irrelevant.

B. THE HARM TO AVALON AND THE CITY OF AN INJUNCTION FAR OUTWEIGHS THE HARM TO THE HOA OF ENFORCING THE EASEMENTS AS PULTE GAVE THEM.

So far nothing at all has happened on the Avalon property except a development approval process. And the City's use of the easement over Stonebrook Drive has been exactly what the City (and Pulte) said it would be—an entrance to a park, which the City owns and never said would be anything other than a park with recreational opportunities to be determined by the City.

1. There is No Harm to the HOA from a lack of injunction.

The City's use of the easement to allow visitors to reach its park violates no ordinance or law. Moreover, the HOA says that this motion is just about Camelot Parc's potential effect on Stonebrook Drive. Enforcement of the easement to Avalon, for Camelot Parc is not going to any

adverse effect on the Villas of Stonebrook. In the unlikely event that the HOA were to prevail, there is no harm that could not be "repaired," or addressed with damages. In that unlikely event, the Court would likely just declare that the easements are unenforceable, and the City and Avalon would have to deal with that. Still, it is worth noting how trivial the use of Stonebrook Drive for Camelot Parc really is.

(a) The effect of the access easement on the physical condition of the road is a non-issue.

Camelot Parc's traffic on Stonebrook Drive will be insignificant, as the attached affidavit of the City's expert traffic engineer, Mr. Koskinen (**Exhibit C**) indicates:

> While some increase in traffic volume would naturally occur, the projected increase is small relative to the traffic already accommodated by the existing roadway network and would be expected to have a negligible impact on neighborhood circulation, access, and overall traffic operations.*** **[T]he traffic from the Camelot development will not cause the portion of Stonebrook Drive to degrade or deteriorate any faster than all the rest of Stonebrook Drive *not* affected by the access easement.** The maintenance, repair, and replacement of the easement area will coincide with and need to be done at the same time as the maintenance, repair, and replacement of all the rest of the private roadway in the Villas at Stonebrook that is not part of the easement area.

(b) The Camelot Parc easement isn't going to cost the HOA much.

According to Mr. Koskinen, the section of Stonebrook Drive affected by the Camelot Parc development will not likely need to be rehabilitated with a "mill and fill" for many years. And the cost of that rehabilitation in today's dollars from Wixom Road to the Camelot entrance? About $29,000, or roughly $345 for each condo unit. Likely 25 years from now. Not the kind of "harm" that merits an injunction (or even the filing of this Complaint).

2. There is Harm to Defendant Avalon from an Injunction

Presumably Avalon will file its own response, but at a minimum and from the City's perspective it seems worth pointing out that, right now, Avalon has a development approval (with final documentation still pending) for a 22-unit housing development under the PSLR. **Without**

the access from Stonebrook Drive, there is no approved development. If this injunction is granted, Avalon might not be able to complete the development plan documentation needed for Camelot Parc at all. To the extent it is possible that Avalon might walk away from the development if it is put on hold for the length of this litigation, that seems like a fair amount of potential harm.

3. There is Harm to the City and the Public Generally from an Injunction

If the HOA gets out of the one real and tangible promise that its developer, Pulte, made to the City on behalf of the HOA and its members—the granting of these two access easements—then the HOA will have succeeded in undermining the development process not just in Novi but in all of Michigan. No local governing body would be able to rely on even the most innocuous promises that a developer makes to gain approval of a development. A grant of injunctive relief on this record would essentially be telling the public that the promises a developer makes aren't enforceable. That a development agreement isn't worth the paper it's printed on. An interesting approach by the HOA in a time of, say, municipal data center regulation.

But more importantly, the residents of the Villas of Stonebrook will have succeeded in fleecing the other residents and taxpayers in Novi, and of all the other taxing jurisdictions as well. Pulte will have gotten its development approval, a giant tax break, an easement over City property for an oil and gas well—all for zero benefit to the City. There is no reason to think that the City would have done any of those things without getting some benefit out of the development. That benefit was the easements, and the reduction in the number of curb cuts onto Wixom Road in this area—a reduction that has addressed an actual potential harm to vehicles and pedestrians on Wixom Road. As the affidavit of the City's traffic engineer makes clear, the public is safer on Wixom Road with these easements.

Granting the injunction increases the likelihood that the City will end up with more curb cuts on Wixom Road and therefore a more-endangered citizenry, because it makes the current

approach to the Camelot Parc development (access through Stonebrook Drive instead of Wixom) much less likely.

It also rewards the HOA for merely filing this lawsuit, and that harms the public. The HOA is asking the Court to strike parts of a development agreement that provided an incentive to the City to approve the development while keeping just the parts of it that the HOA likes and is "willing" to live with (for today, anyway). By asking for this relief at the outset of the litigation, the HOA is asking the Court to help it weaponize the preliminary injunction concept and process to put pressure on the City and the private developer of the adjacent Camelot property—presumably to settle the matter. The Court should not accommodate that.

CONCLUSION

For the reasons stated above, the City respectfully requests that the Court deny the Motion.

Respectfully submitted,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

/s/ Thomas R. Schultz
THOMAS R. SCHULTZ (P 42111)
Attorneys for Defendant City of Novi
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550
(248) 489-4100

CERTIFICATE OF SERVICE

I hereby certify that on August 24, 2026, I electronically filed the foregoing paper with the Clerk of the Court using the Court's e-filing system which will send notification of such filing to all attorneys of record.

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

/s/ Julie A. Hinkle
Julie A. Hinkle

EXHIBIT A

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION, a non-profit corporation,

Plaintiff,

vs.

Case No. 2026-223396-CC
Hon. Yasmine I. Poles

CITY OF NOVI, a domestic municipal corporation, and AVALON INVESTMENT GROUP, LLC, a Michigan limited liability company,

Defendants.

_____/

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Alexandra Tillman (P 87532)
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_____/

AFFIDAVIT OF JOE SKORE

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

JOE SKORE, being first duly sworn, deposes and states:

1. I am currently the Vice President of Land Acquisition Pulte Homes of Michigan., ("Pulte") and was in this position during the entire process of PSLR Plan approval for the Villas at Stonebrook Development. I write this affidavit based on my understanding of Pulte's position, knowledge, and information regarding the referenced events.

2. Pulte prepared its site plan in accordance with the City of Novi Zoning Ordinance and chose to submit it for review under Section 3.21 of the City's Zoning Ordinance which includes the Planned Suburban Low-Rise (PSLR) Overlay district standards and conditions because Pulte's proposal was deemed to be most consistent with these development standards and conditions.

3. Pulte's request under the PSLR regulations was made because the property was zoned I-2 (for general industrial use) and Pulte sought to develop it for residential purposes—which is not permitted in the I-2 District.

4. Additionally, Pulte sought deviations from the standard terms of the Zoning Ordinance that would allow the development to include more residential units than would typically be allowed on property of that size by allowing the units to be closer together than permitted by the Zoning Ordinance.

5. Pulte voluntarily submitted its plans and proposals to the City for review in accordance with Section 3.21 of the Zoning Ordinance and was not under duress to do so.

6. When Pulte submitted its Development Plan, Pulte sought to comply with Section 3.21.2.B of the Zoning Ordinance for "Circulation Standards," which prohibits connecting the development to a section line road and requires instead that development be designed to provide public access connections to neighboring properties at location(s) acceptable to the City.

7. Pulte sought to connect and outlet onto Wixom Road rather than through neighboring property because there was no outlet available to neighboring property. In doing so, Pulte was aware that its plan would require a deviation from this Section 3.21.2.B of the Zoning Ordinance and requested the following deviation:

> e. Deviation from Sec. 3.21.2.B to allow full time access drives to be connected to a section-line road as opposed to a non-section line roads, as the Developer is proposing to provide access and utility easements to neighboring properties to eliminate multiple curb cuts on Wixom Road;

8. In order to mitigate the impact caused by this deviation, Section 3.21.2.Bi required a connection to adjacent property. In Pulte offered to allow both (1) the City's park visitors to Wildlife Woods Park, and (2) the neighboring property to the north when it was developed to use the private road serving Pulte's Development.

9. To ensure that this condition was enforced, Pulte offered the following two provisions to be included in the PSLR Overlay Agreement with the City:

> C. The Development shall provide an access drive connection and additional public access points to the adjoining City Park (the "City Park") to the south as well as related parking benefits to the City Park in the form of 12 additional parking spaces as indicated in the 'Off-Site Access Road Exhibit' shared via e-mail dated April 20, 2018 attached as Exhibit B. Additional revisions to the road design may be required to address fire and emergency turn-around requirements at the time of preliminary site plan approval. To assist the public with City Park access, Developer is offering to include the City Park's name on their development sign along with the Project name on Wixom Road, or as alternate signage, and provide way finding signage, directing users to park access. The final layout and design of the access drive, parking spaces, location, format, and content of the park signage, woodland and wetland permit application shall be submitted for approval by the City, at the time of preliminary site plan review, and shall be within the City's sole discretion. Park improvements shall be constructed, and completed concurrent with on-site improvements in accordance with the provisions of Chapter 26.5 of the City of Novi Code of Ordinances. The City will terminate the existing access easement over the City Park to the existing petroleum facility to the south of the Development, and will grant a replacement access easement in accordance with the approved plan for the City Park access.

D. The Developer shall provide an access easement on the north side of the proposed entry drive as shown on the Plan Suburban Low Rise Concept Plan for future connection capability to neighboring properties to eliminate multiple exits onto Wixom Road.

10. At no time did the City coerce Pulte into offering the above terms of the PLSR Overlay Agreement, which Pulte entered into voluntarily.

11. Pulte considered the conditions to be a lawful land use restriction required in connection with the development of property in accordance with the Michigan Zoning Enabling Act and the City of Novi Zoning Ordinance, as far as Pulte understands them.

12. Pulte did not consider the conditions of the PSLR Overlay Agreement, and more specifically, those conditions listed in Paragraph 9, above, a "taking" pursuant to the laws and statutes pertaining to eminent domain.

13. Pulte, as a developer that has been in business for 75 years, understands the costs of maintaining a private road.

14. Pulte did not intend to restrict the City's access to Wildlife Woods Park to a fixed number of public users.

15. Pulte at all times understood that the City's park uses of Wildlife Woods Park may change over time and were subject to a Parks and Recreation Master Plan.

Further, Affiant sayeth not.

_____
JOE SKORE

Subscribed and sworn to before me this
___ day of August, 2026.

_____
Notary Public
Oakland County, Michigan
My Commission Expires: _____

EXHIBIT B

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION, a non-profit corporation,

Plaintiff,

vs.

Case No. 2026-223396-CC
Hon. Yasmine I. Poles

CITY OF NOVI, a domestic municipal corporation, and AVALON INVESTMENT GROUP, LLC, a Michigan limited liability company,

Defendants.

/

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(248) 489-4100

/

AFFIDAVIT OF JEFF MUCK

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

JEFF MUCK, being first duly sworn, deposes and states:

1. I am currently the Director of Parks, Recreation and Cultural Services (PRCS) for the City of Novi. I joined the Department in March, 2014, and was appointed Director in September, 2014.

2. I have never seen documentation or heard of Wildlife Woods Park being called or considered a wildlife habitat preserve or passive park.

3. As to the statement in Plaintiff's Brief that "The Park was developed around 2006 as a wildlife habitat preserve and walking trails," (Plaintiff's Brief p. 7), that is not accurate. As can be determined from the City's website, the Park was initially acquired by the City in 1994 and 1997 as part of a 1993 bond issuance for more than 100 acres. A 52-acre corner portion of the property was sold to Novi Community Schools in 1997 for the construction of Novi Middle School and Deerfield Elementary School. A picnic shelter with restrooms was built on the remaining City land in 2000-01, and backstops for softball diamonds were installed in 2001. Tennis courts and basketball courts were also added along a shared boundary with the schools around that time.

4. As seen in 2010 satellite images (copy attached), the Park even at that time included 2 baseball/softball diamonds, a pavilion and a muti-purpose field. In addition, an even earlier aerial from 2000 (copy attached) clearly shows 2 soccer fields in the Park.

5. As to the statement in Plaintiff's Brief that, in 2018-2019, when Stonebrook was being developed and the condominium units were being sold to residents, the Park "was a small park used by local Novi residents," (Plaintiff's Brief, p. 7), that is not a true statement. There are no residency restrictions on Novi Parks. The Wildlife Woods Park has historically hosted practices and games by user groups, including football, lacrosse, softball, cross country, and other sports attended by both residents and non-residents. The park shelter was also available to rent for

residents and non-residents alike. From 2013 until now (2026) the shelter has averaged 25 rentals/year.

6. In 2023, the City conveyed a portion of the Park to the Novi Public Schools. For many years before that—and before Pulte granted the easement to the City as part of the Stonebrook development approval, the Park property included tennis courts and practice soccer fields used by residents and non-residents, and the picnic shelter and recreational sport fields existed years prior. Plaintiff's contention that those were added after the Pulte easement was granted (Plaintiff's Brief, pp 7-8) is not true.

7. As to the statement in Plaintiff's Brief that "The City now advertises the park beyond the Novi community" (Plaintiff's Brief, p. 8), that is not accurate. The City does not target individual park advertising to any specific area. The City's website and the City-published "Engage" magazine remains primary source of informational materials for all of the City's parks. The City does not prohibit non-residents from using it's parks and facilities.

8. With respect to the idea that Wildlife Woods Park was planned to remain some sort of small passive park with no active use or expansion of recreational opportunities, this is not true. The City's 2015-2019 Strategic Community Recreation and Master Park Plan map (copy attached) shows Park amenities including tennis courts, soccer fields, football/lacrosse field, basketball court and baseball fields. The description for Wildlife Woods Park reads: "Land acquired with 1993 Bond issue funds. This is a community park that is located on property adjacent to a Novi Community School. The park mainly consists of open space utilized for practice fields for soccer, football and lacrosse, as well as two youth baseball/softball fields and a small shelter." The amenities list includes: 8 practice soccer fields (multi-sports fields); 2 youth baseball/softball fields; 3 football field and 1 lacrosse field; a restroom; and a picnic shelter. This plan was adopted

by City Council and accepted by the State of Michigan. There is no reference to a "wildlife preserve."

9. In the City's 2020-2024 recreation master plan (excerpt attached), the City references the following among the "Goals": "**Accelerate funding of neighborhood park improvements at Wildlife Woods,** Novi Northwest Park and Village Wood Lake Park using CIP millage." That Goal came directly from a City Council goal-setting session in January 2019.

10. In sum, as Director of the PCRS Department, I can state that I am unaware of any limitations on the City's recreational use of the Wildlife Woods Park, or any statement by the City that the use and development of the Park would be limited, and in fact believe that the opposite is true: that the Park has been intended, during my time as Director, for full recreational use as determined appropriate by the City.

Further, Affiant sayeth not.

JEFF MUCK

Subscribed and sworn to before me this
24 day of August, 2026.

Courtney Hanson
Notary Public
Oakland County, Michigan
My Commission Expires: 03/25/2033

CORTNEY HANSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 25, 2033
ACTING IN COUNTY OF OAKLAND

EXHIBIT 1



Date Printed: 8/24/2026

Map Author:

Scale: 1 inch = 224 feet

Wildlife Woods Park 2010 Aerial

ft

0 50 100 200

City of Novi
Civic Center
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

EXHIBIT 2



Date Printed: 8/24/2026

Map Author:

Scale: 1 inch = 224 feet

Wildlife Woods Park 2000 Aerial

ft

0 50 100 200

City of Novi
Civic Center
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

EXHIBIT 3

Rotary Park

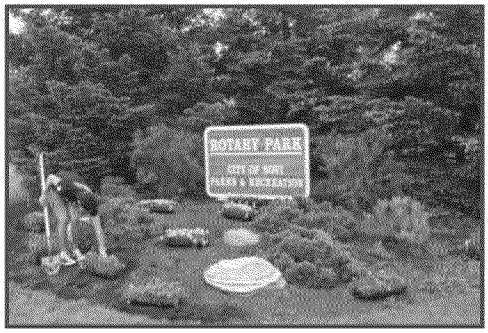
Classification: Community Park
Location: 22220 Roethel Drive
Size: 66.04 acres
Accessibility Rating: 3
Site Map: Appendix C

Description: Developed through donations from the Rotary Club and a MDNR Grant. This park is made up of woodlands, wetlands and a portion of the Middle Rouge River. Rotary Park is mainly a passive park located primarily within a floodplain.

Amenities:

- 1.5 Miles of nature trails
- Barbecue grills
- 1 Playground
- 1 Picnic Shelter
- 2 Tennis courts
- Restroom facilities







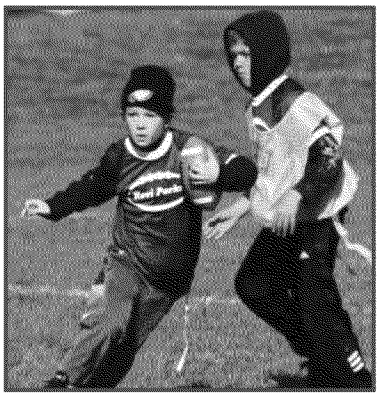
Wildlife Woods Park

Classification: Community / School Park
Location: 26442 Wixom Road
Size: 51.47 acres
Accessibility Rating: 2
Site Map: Appendix C

Amenities:

- 8 Practice soccer fields (multi-sports fields)
- 2 Youth Baseball / Softball Fields
- 3 Football / 1 Lacrosse Field
- Restroom
- Picnic shelter

Description: Land acquired with 1993 Bond issue funds. This is a community park that is located on property adjacent to a Novi Community School. The park mainly consists of open space utilized for practice fields for soccer, football and lacrosse, as well as two youth baseball / softball fields and a small shelter.





WILDLIFE WOODS PARK RECREATION FACILITIES



CITY OF NOVI
DEPARTMENT OF INFORMATION TECHNOLOGY
NOVI CITY HALL/CIVIC CENTER
45175 W. TEN MILE ROAD
NOVI, MI 48375-3024
(248) 347-0400
CITYOFNOVI.ORG
MAP AUTHOR: CHRIS BLOUGH, CITY GIS MANAGER
STEPHANIE SAMBOOK, GIS TECHNICIAN

0 100 200 400 600
FEET
1 INCH = 300 FEET

MAP PRINT DATE: 5/20/2011

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.

EXHIBIT 4

Parks Commission - Thursday, November 21, 2019 - Minutes

PARKS, RECREATION & CULTURAL SERVICES COMMISSION
(Excerpts from the Tentative Minutes)

Thursday, Nov. 21, 2019 – 7 P.M.

NOVI CIVIC CENTER – COUNCIL CHAMBERS

The meeting was called to order at 7:01 p.m. with Commissioner Dooley presiding.

ROLL CALL: Dooley (Present), Staab (Present), Joshi (Present), Pratt (Present), Riggins (Present), Smith (Present), Torimoto (Absent), Student Representatives Alex Fortsch (Absent), Ananya Kamalesh (Present).

APPROVAL OF AGENDA:
It was moved that the agenda be approved as amended by Commissioner Pratt and seconded by Commissioner Staab.
Voice Vote **Unanimous**

CITIZEN COMMENTS: None

MATTERS FOR COMMISSION DISCUSSION AND/OR ACTION

A. Presentation on 2020-24 Strategic Community Recreation and Master Park Plan Draft

Director Muck said you've been hearing about this for almost a year now. We began this process in March and it is almost a one-year project to get our five-year Parks, Recreation and Cultural Services Strategic Recreation and Parks Master Plan put together. You may have noticed Management Assistant Chris Jackett is in the audience today. He doesn't usually come to these meetings, but Jackett has been instrumental in working with the rest of our staff, with the other departments in the City and with Bob Ford from Landscape Architects and Planners in Lansing, who is going to take over for the presentation as our consultant on the project.

Landscape Architects and Planners' Bob Ford said it's a pleasure to be here and it's been real nice getting acquainted with your staff. We've been together now for a little bit better than a year. It does take some time, but we do appreciate it and you've got a great group here doing a wonderful job. He said he'd take Commission through the presentation, but feel free to stop him to ask questions. Feel free to interrupt and he'll take it as it comes. The process overview is pretty simple. Public input is one of the first things we do when we make these plans and then putting together a draft plan for review. After that internal review, it goes to a public review. We're just finishing that public review, so that is now complete. And then we send it to DNR where they get to review it, as well. Finally, we have a plan that is ready for project implementation. The purpose of community input is updating the recreation plan. It provides an opportunity to stakeholders and other folks who came forward with information for us. The reason for doing this is grant eligibility for state and federal funding, and other funding, as well. Also, state requirements for the MDNR in terms of compliance. Every five years, you are required to update your plan. We look at a lot of the previous information that has been done before us and we also get guidance from staff. We provide an inventory analysis where we're able to not only provide

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aerial imagery, but we go into the field and study the parks. In addition, we analyze that and synthesize that data so we have a good, solid base of physical inventory, program inventory and funding. And then the community input process involves stakeholders. We met with 26 individuals representing various groups like sports groups, Chamber of Commerce, arts and culture, and a variety of others. We had two public events; one here with Spring Palooza and the other at a Sizzling Summer Art Series at the park. We had an online survey with more than 1,200 respondents. Then tonight's meeting and, after this review, we'll go on to Council.

LAP's Bob Ford said, during the survey, we had some interesting results. It was almost a perfect bell curve in your demographics, with the center being 30-50 year olds. The gender was 60-40 was pretty much the split, with 60 percent being female and 39 percent being male. The average respondent has lived in Novi for an average of 15 years and all ZIP codes responded, with the highest number coming from 48375. Use and access, most people that visited the parks – and they were allowed to pick multiple answers – said Lakeshore was their favorite that they visit. Novi Civic Center followed very close, followed by ITC. "Can you easily access parks without driving" was about a 50/50 split, so you might want to think a little bit about that. "Have you participated in Novi Parks programs before" was 68, almost 70 percent said they did. "What did you like about the programs you participated in" – which you could pick as many that apply – the answers were the program was fun, which is good; that the price was right, which is probably even better; people liked to go with their friends as part of a social group; they liked the exercise and they also thought the ease of registration was very good. When it comes to interests, the City parks and facilities, "what would use the city parks and facilities more often if they offered" – again multiple answers – splash pad rated pretty high, as did restrooms and leisure pool. Followed behind that was connection to non-motorized pathways and paving the non-motorized pathways where they were not paved. "Which parks would you most like to see improved" was Lakeshore Park, the ITC, a group picked "none" that must be satisfied with what they have, Pavilion Shore Park and then Rotary Park. In terms of the community center, "do you think the City of Novi should build a community center," 61 percent yes, 39 percent no. The following question followed up on that to "please choose the top five amenities you would like to see if a community center were to be build:" 71 percent leisure pool, 55 percent fitness/weight equipment, 45 percent splash pad, 38 percent lap pool and 34 percent indoor playscape. In terms of communication and how well you communicate, the City is doing a pretty good job. Seventy-six percent said good or excellent, 18 percent said fair and only 6 percent said poor. That's astounding, from our experience. "What form of communication helps you the best stay in touch?" Email 73 percent, newsletter 45 percent, Website 39 percent, social media 36 percent and direct mail 31 percent.

LAP's Bob Ford said the goals and objectives were developed with the help of the public and the stakeholders, and they pattern after the City's goals. We followed your program, where "N" stands for "nurture public services that residents want and value." Your long-term goals included to "Fund, build, and operate a Public Recreational Facility;" "develop strategy to assist seniors in 'Aging-in-Place,'" a pretty high priority; "plan to add a sprinkle/splash pad to a City park" didn't specify exactly where. It could be multiple. "Complete full length of ITC Corridor Trail" and, here we are, "develop pickleball courts and

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programs." Not only are they popular here, they are popular everywhere in Michigan that we work. It really is amazing as a trend. Ford said he went to one of the parks, Rotary, and all of a sudden, a pickleball game broke out. It was great. "Create an ADA assessment," which is already happening. "Look for opportunities to ensure all residents have a park or school playground in a common area within a 10-minute walk (0.5 mile)," a pretty great goal. Short-term goals were to "complete direct sidewalk connections to ITC Trail on at least one side of 10 Mile Road;" "accelerate funding of neighborhood park improvements at Wildlife Woods, Novi Northwest and Village Wood Lake Park using CIP millage;" "increase marketing and programming efforts to connect with 40-60 year old age groups;" "research and implement sensory-inclusive programming, facilities, and amenities;" and "create a master plan for Villa Barr Art Park." Long-term goals under Operations are "naming rights as a fundraising mechanism for parks;" "complete CAPRA re-accreditation," which is a rigorous program by the way and you already have that accreditation thanks to Muck and his staff. There aren't many in the state who have that. "Consider millage for park improvements and trails;" "explore further service consolidation and joint opportunities with neighboring governments and school districts;" "add art displays throughout parks and facilities;" "evaluate marketing methods in the parks;" "develop and program undeveloped parks such as Novi Northwest Park, Bosco Fields" which are getting attention now, ITC Trailhead Park, etc. Short-term goals are to "rebrand Older Adult Services' marketing materials in order to reach a broader range of adults;" "increase fitness programming and opportunities at parks;" "collaborate with other departments to evaluate potential sustainability initiatives and efforts." These would include things like invasive species controls, native, pollinator and rain gardens. "Update the department's programming plan and include a specific plan for Lakeshore Park's new building." Now we move into the Value section where we "value and build a vibrant community for residents and businesses both now and into the future." Long-term goals are to "monitor and pursue properties to acquire land to put into park use, and for conservation purposes;" "identify properties that would be beneficial to redevelop for park use." The short-term goals are to "create an aggressive plan to acquire land" and "develop a fund to pursue properties leveraging grant funding opportunities." Finally, "I" for "invest properly in being a safe community at all times for all people." Long-term goals are to "provide access for emergency vehicles in parks and trail systems," easy to get to; "provide identifiers for trails, including wayfinding, communication and signage;" "evaluate wayfinding and mile-marker signage in all City-owned trails;" "collaborate with public safety officials on safety measures, including mile markers and safety plans;" "support neighborhood watches and 'eyes on the park' initiatives." The short-term goals are to "maintain park maintenance staff certification records for Playground Safety Inspection and other certificates." LAP's Bob Ford said the Capital Improvement Plan was developed by the City of Novi based on community input, projects in process, and current & projected needs. Funding sources include the City general fund, state and federal grants, donations and foundations. The plan includes a projected schedule of anticipated projects for 2020-2024. The plan is a long-range document that will continue to evolve and is reviewed on an annual basis. All projects listed are subject to the availability of funding through the grant source and general fund approved by City Council. Capital Improvement Plan highlights are things that

are front and center. They include ITC Community Sports Park renovations, pickleball court construction, ITC Trail connections, Northwest Park construction and playground replacements. Ford said he and the LAP team wanted to thank you very much for being a part of this program and developing this top-of-the-line plan. We do this very routinely, you have a very vibrant system, people are very much engaged in your parks. When they're active, they're very active. When they're not, they're leisure.

Commissioner Smith asked what the definition of "long-term" and "short-term" were? Director Muck said the goals are a hybrid of what Council sets and what staff has set in conjunction of working with Ford and his team. Short-term goals we look at being less than three years. Long-term goals we look at being four years plus.

Student Representative Kamalesh said one of the long-term goals was about having a recreation facility. How long do you think that would take since its four plus? Director Muck said the recreation center facility is going to be kicking off very shortly with a committee. We've been directed by City Council and we have already started the process of forming the committee, which includes the Mayor Bob Gatt, Mayor Pro Tem David Staudt who will chair the committee, Council member Kelly Breen, Commissioner Dooley and a few other citizens. The plan is for that committee to start meeting with staff and outlining everything from funding to location to what amenities would go into it as they start to move forward, especially in 2020.

Commissioner Staab said, if they didn't know any better, they would have thought Ford lived in Novi.

Commissioner Smith said he was concerned with the long-term plan of acquiring land. With the rate of development and the shortage of small parks people can walk to, he said he's afraid by the time we get to that point, there won't be anything left to acquire. Director Muck said we have been very aggressive in acquiring park land, especially in the past five years. We have acquired about 70 acres of parkland for both active and passive recreation use. We've also reached agreements with Novi public schools on Bosco. Our Grants Committee meets yearly, if not several times per year, to pursue land opportunities when they become available. Staff is always monitoring when properties may become available. We have Council members who will contact us and say to check out this piece of property or this property may be available. And then we have development options, as well. The recent Terra development on Nine Mile and the property development agreement on that included 30+ acres that would be dedicated woodlands. By using all of those methods, we have the opportunity to acquire parkland. While we don't set aside a specific number of dollars in every budget year for acquisition, we do have it available for us, at Council's direction.

Commissioner Smith said there were a few things on the park atlas he didn't recognize and Terra Park was one of them. There was also 10 Mile South, Novi Core Habitat, Garfield Road. Director Muck said those are all conservation or have been set aside as protected woodlands.

Director Muck said he again wanted to thank Ford and his team; they've been a pleasure to work with. We have a real solid document that we're going to tweak a few more things on before that goes to City Council for the public hearing and City Council adoption. He said he also wanted to thank Deputy Director Ringle, Older Adult Services Manager Stogner and Management Assistant Jackett for their work on this document, as well. We appreciate all of you who have come

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to these input sessions and citizens who have given their input. We look forward to taking this to Council before we put our final submission in to the DNR. Commission unanimously approved the 2020-24 Strategic Community Recreation and Master Park Plan Draft via a motion by Commissioner Staab and seconded by Commissioner Pratt.

CITIZEN COMMENTS: None

ADJOURNMENT

A motion to adjourn was made by Commissioner Smith and seconded by Commissioner Pratt.

Voice Vote **Unanimous**

The meeting was adjourned by Commissioner Dooley at 8:10 p.m.

DATE APPROVED: _____

_____ _____

Jay Dooley, Chairperson Charles Staab, Vice Chairperson

5

EXHIBIT C

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION, a non-profit corporation,

Plaintiff,

vs.

Case No. 2026-223396-CC
Hon. Yasmine I. Poles

CITY OF NOVI, a domestic municipal corporation, and AVALON INVESTMENT GROUP, LLC, a Michigan limited liability company,

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/

AFFIDAVIT OF MARK KOSKINEN

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

MARK KOSKINEN, being first duly sworn, deposes and states:

1. I am currently the Vice President of the AECOM, a multinational civil engineering firm, and serve as the Transportation CM/CEI Division Manager US Central Region of the firm. We are also the City of Novi's traffic engineering consultant.

2. I have a Bachelor of Science in Civil Engineering from Michigan State University, and am a registered Professional Engineer (PE).

3. I have 22 Years experience in transportation (10.5 years with the Michigan Department of Transportation (MDOT), and 11.5 Years with AECOM).

4. I have substantial experience on transportation projects ranging from large freeway reconstructions to minor neighborhood street programs. I have worked through planning, design, and construction phases of road projects throughout my career.

5. I have been asked by the City of Novi to review aspects of the private road known as Stonebrook Drive, particularly with respect to (a) the impact on that road from the vehicular traffic that would be attributable to the proposed 22-unit, two-story townhome development known as Camelot Parc on the adjacent property to the north of Stonebrook Drive, by an access easement to the entrance of that proposed development located about 423 feet to the east on Stonebrook Drive; and (b) what the cost would be to replace the entire roughly 773 feet of roadway from Wixom Road to just past the entrance to the City of Novi's Wildlife Woods Park, that is the full length of the access easement at issue, and when I would expect that to be necessary.[1]

[1] I understand that while the entire length of the access easement is at issue in this lawsuit, the motion for preliminary injunction/TRO that this affidavit is given for is only as to the Camelot Parc development portion of the easement.

A. Impact of the 22-unit residential development on the roughly 423 feet of Stonebrook Drive leading to the proposed Camelot Parc.

6. With respect to the impact of the 22-unit Camelot Parc development, I believe the impact on the road would be negligible and insignificant from a transportation planning and road maintenance perspective.

7. Based on Institute of Transportation Engineers (ITE) typical traffic generation rates, a single-family house generates approximately 10 vehicle trips per day, while a residential condominium generates approximately 5.9 vehicle trips per day.

8. Using these accepted industry rates, the proposed 22 units in the Camelot development would be expected to generate between 129-220 vehicle trips per day (almost exclusively from Wixom Road to their proposed entrance). For comparison, the existing Villas at Stonebrook's 84 units generate 495 – 840 vehicle trips/day that are already accommodated on their ring road and segment between Wildlife Woods Park entrance. The addition of 129 to 220 daily trips from Camelot would represent a minor increase when compared to the traffic volumes already generated by the existing Villas at Stonebrook neighborhood.

9. Because the proposed Camelot development contains a limited number of residential units, and because its traffic would be distributed throughout the day, rather than concentrated at a single time, the development would not materially affect the Villas at Stonebrook residents' ability to access Wixom Road.

10. Similarly, the additional traffic from Camelot Parc is not anticipated to create noticeable changes in operating conditions on Stonebrook Drive. Virtually all Camelot traffic would enter and exit from Wixom Road using a short segment of Stonebrook Drive that is already functioning as the primary connection between the neighborhood and Wixom Road. (There would

be little reason for motorists to travel through the existing Villas at Stonebrook subdivision roadway ring road). Per FHWA guidance, using Stonebrook Drive would provide a preferred option than adding an additional drive onto Wixom Road due to the proximity to other driveways and roadways in the adjacent area.

11. While some increase in traffic volume would naturally occur, the projected increase is small relative to the traffic already accommodated by the existing roadway network and would be expected to have a negligible impact on neighborhood circulation, access, and overall traffic operations.

12. Furthermore, residential vehicle trips cause negligible and largely imperceptible structural wear on paved roads. Road damage scales by the **fourth power*** of axle weight, meaning a standard 4,000-pound car exerts about **0.0001 ESALs (Equivalent Single Axle Loads).** It takes **tens of thousands of daily car trips** to equal any significant structural fatigue on a standard two-lane asphalt road.[2]

13. Therefore, it is my opinion that any wear or degradation of the pavement would be consistent in both the Villas at Stonebrook private residential "loop" (which is not subject to an access easement) and the connection to Wixom Road where the easement does exist, given the similar vehicle trips/day count. **In other words, the traffic from the Camelot development will not cause the portion of Stonebrook Drive to degrade or deteriorate any faster than all the rest of Stonebrook Drive *not* affected by the access easement.** The maintenance, repair, and replacement of the easement area will coincide with and need to be done at the same time as the maintenance, repair, and replacement of all the rest of the private roadway in the Villas at Stonebrook that is not part of the easement area.

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[2] ***Fourth Power Rule**: *Pavement wear increases exponentially with weight per axle. Light passenger vehicles weigh too little per axle to register meaningful structural stress*

B. Cost to Completely Replace the 773 lineal feet of Roadway from Wixom Road to the Wildlife Woods Park entrance, or, alternatively, to replace the 423 lineal feet from Wixom Road to Camelot entrance, and when that might need to be done.

14. Estimated costs for a 2-inch mill & fill (removing a layer of asphalt and laying down new asphalt—the typical repair/replacement method for this kind of road) with a 20% curb removal and replacement as a rehabilitation project if ***the City*** were to construct using pricing from the Novi 2026/2027 Neighborhood Road Program (bid in August of 2026) would be about $52,000 (Wixom Road to Wildlife Woods) and $29,000 (Wixom Road to Camelot entrance).[3]

Rehabilitating Stonebrook Drive from Wixom Road to just past the Wildlife Woods entrance—the full length of the easement at issue—would require ~2,075 SY of asphalt and about ~310 LF of curb (20% of 1,546 LF). The average unit prices from 6 bidders that ***the City*** has used recently would equate to the unit cost below:

Curb and Gutter, Remove (LF) = 310 LF X $15.40	$4,774.00
Curb and Gutter, Conc, Det 2 (LF) = 310 LF X $37.60	$11,656.00
HMA, Cold Milling (SY) = 2,075 SY X $2.75	$5,706.25
HMA, 5EML @ 2-inches (Ton) = 228 Tons X $133.25	$30,381.00
TOTAL	**$52,517.25**

Replacing Stonebrook Drive from Wixom Road **only to the Camelot development entrance**

would require ~1,184 SY of asphalt and about ~169 LF of curb (20% of 846 LF). Using the same unit prices from above:

Curb and Gutter, Remove (LF) = 169 LF X $15.40	$2,202.60
Curb and Gutter, Conc, Det 2 (LF) = 169 LF X $37.60	$6,354.00
HMA, Cold Milling (SY) = 1,184 SY X $2.75	$3,256.00
HMA, 5EML @ 2-inches (Ton) = 130 Tons X $133.25	$17,322.50
TOTAL	**$29,535.50**

[3] It is generally understood that public projects (i.e., a City road rehabilitation project) typically costs more than a private project because of biding requirements, insurance requirements, and payment and performance bonds that a private project doesn't usually have to pay for.

15. Therefore, if the $52,000 estimated rehabilitation cost for the whole access easement area were spread to all 84 units, that would require a contribution by each unit of ~$619.00. And if rehabilitating only the part leading up to the Camelot Parc entrance then spreading $29,000 to all 84 units would require a contribution by each unit of ~$345.00. But, as noted above, that cost would not likely be incurred until about 25 years from now.

Further, Affiant sayeth not.

MARK KOSKINEN

Subscribed and sworn to before me this
24th day of August, 2026.

Notary Public
Oakland County, Michigan
My Commission Expires: 8/13/29

REBECCA RUNKEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Aug 13, 2029
ACTING IN COUNTY OF Oakland

EXHIBIT D

3.21 PSLR REQUIRED CONDITIONS

1. General Overlay Uses Requirements. The Planned Suburban Low-Rise (PSLR) Overlay district uses listed in **Section 3.1.27.C** shall only be permitted on land subject to an approved PSLR Overlay Development Agreement between the City of Novi and the property owner(s). The City Council, following a public hearing held by the Planning Commission and in receipt of a recommendation from the Planning Commission, may approve a PSLR Overlay Development Agreement together with a PSLR Overlay Concept Plan setting forth the uses and improvements authorized and the terms and conditions upon which they are authorized.

   An applicant, in seeking approval of a PSLR Overlay Development Agreement, shall submit to the City an application with a proposed PSLR Overlay Concept Plan. The following items shall be included with the application.

   A. A PSLR Overlay Concept Plan, prepared by a professional engineer, landscape architect or architect registered in the State of Michigan, that includes the following minimum components:
      i. Legal description and a graphical depiction of the dimensions;
      ii. Existing zoning of the property and all adjacent properties;
      iii. Location of existing flood plains, lakes, waterways and wetlands and a conceptual plan depicting the proposed impact upon these features and any proposed mitigation of such impacts;
      iv. Location of City of Novi regulated woodlands as well as a conceptual plan depicting the proposed impact upon regulated woodlands and proposed mitigation (if any);
      v. Existing and proposed rights-of-way and pavement width of all adjoining and internal roads, and a layout of all proposed roads and drives including acceleration, deceleration, and passing lanes;
      vi. Bicycle and pedestrian facilities plan;
      vii. Conceptual storm water management plan;
      viii. Conceptual utility plan including estimated sanitary sewer and water demand;
      ix. Building, parking and wetland setback requirements;
      x. Conceptual building size, use, type, footprint and location plan;
      xi. Conceptual open space/recreation plan;
      xii. Conceptual streetscape and landscaping plan;

      And may contain the following optional components (when applicable):

      xiii. Parking plan;
      xiv. Building size, use, type, footprint and location details;
      xv. Residential density calculations, number and types of units;
      xvi. Detailed open space/recreation plan;
      xvii. Detailed streetscape and landscaping plan;
      xviii. Graphic depiction of each deviation from the applicable ordinance regulations which will be sought to be approved; and
      xix. Phasing plan.
   B. A Community Impact Statement when the petition area is ten (10) acres or larger.
   C. A Traffic Impact Study as required by the City of Novi Site Plan and Development Manual.
   D. Proposed ordinance deviations with supporting narrative(s).

   As part of the approval of a PSLR Overlay Concept Plan and PSLR Overlay Development Agreement, departures from compliance with the standards in this Article and other articles of the Zoning Ordinance may be authorized on the condition that there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the project for the purpose of achieving the objectives for the district. Any deviations from the requirements of **Section 3.21.2** shall require the applicant to provide substitute safeguards for each regulation for which there is noncompliance, in whole or in part, in the PSLR Overlay Concept Plan.

2. Required PSLR Overlay Use Standards/ Conditions for special land uses. The following standards and requirements shall apply to all uses permitted in **Section 3.1.27.C** in the PSLR Overlay district and shall be incorporated into all PSLR Overlay Concept Plans and site plans:

A. Site Standards

i. Buildings shall front either on a dedicated non-section line public street or an approved private drive. An approved private drive is defined as a non-dedicated street constructed in accordance with the City of Novi Design and Construction Standards for private roads or streets and in accordance with specifications for site plan approval as referred to in this Ordinance.

ii. Buildings shall meet the following setback requirements:

a. Front yard or exterior side yard adjacent to roads and drives (other than planned or existing section line road rights-of-way) - minimum of thirty (30) feet and a maximum of seventy-five (75) feet.

b. Exterior side yard adjacent to planned or existing section line road right-of-way - minimum of fifty (50) feet.

c. Other interior side and rear yards - minimum of thirty (30) feet.

d. Other buildings - minimum of thirty (30) feet. Corner-to-corner relationships shall be a minimum of fifteen (15) feet.

iii. All buildings, parking lots and loading areas shall be separated from all existing or planned section line road rights-of-way as defined in **Chapter 11 - Design and Construction Standards** by a fifty (50) foot wide landscape buffer containing an undulating, three (3) to five (5) foot tall landscaped berm. Such berm(s) and plantings shall be as provided in the landscaping standards of **Section 5.5.3**.

iv. Parking spaces for all uses in the district, except for townhouse style multiple-family dwellings that provide private garages for each dwelling unit, shall meet the following requirements:

a. Off-street parking shall be located only in the rear yard or interior side yard.

b. Off-street parking shall be screened from the view from adjacent streets by a three (3) to five (5) foot undulating landscape berm as provided in the landscaping standards of **Section 5.5.3**.

c. Parking spaces and access aisles shall be a minimum of fifteen (15) feet from all buildings, except as provided in residential driveways.

d. Parking lots and access aisles shall meet the following setback requirements:

(1) Front yard parking is not permitted, except that parking spaces for townhouse developments shall be permitted in the front yard setback when the parking area is also a driveway access to a parking garage contained within the unit.

(2) Exterior side yard adjacent to a section line road - minimum of fifty (50) feet.

(3) Exterior side yard adjacent to a local street - minimum of thirty (30) feet.

(4) Interior side yards adjacent to single family residential districts - minimum of thirty (30) feet.

(5) Interior side yards not adjacent to a single family residential district - minimum of fifteen (15) feet.

v. Multiple-family residential developments shall provide open space recreation areas that meet the following requirements:

a. Each dwelling unit shall have a minimum of two-hundred (200) square feet of private open space adjacent to and accessible directly from the dwelling unit. This open space may include covered porches, patios and balconies.

b. All residential developments shall provide common open space areas, enhanced with play structures, furniture, and landscaping as central to the project as possible.

c. Active recreation areas shall be provided in all residential developments, with at least fifty percent of the open space area provided to be designed for active recreation.

d. Active recreation area shall consist of a minimum of ten percent (10%) of the site area.

vi. All uses involving the receipt of goods or services shall have a truck loading and unloading area and comply with Section 5.4.

vii. Off-street parking shall be provided as required in Section 5.2 and Section 5.3 of this Ordinance.

viii. The maximum overall horizontal length of any one building or group of buildings attached together over any portion of a common party wall, or other architectural feature which attaches buildings together, shall not exceed one-hundred eighty (180) feet. The overall horizontal length requirement may be modified by the City Council if the following conditions are met:

a. The building includes common areas with a minimum capacity of fifty (50) persons for recreation, dining or social activities; and

b. The building is setback an additional one (1) foot for every three (3) feet of building length in excess of one-hundred eighty (180) feet from all property lines abutting a residential district. In no case shall the building length exceed three-hundred and sixty (360) feet.

ix. Landscaping throughout the site shall be provided as set forth and regulated in Section 5.5 of this Ordinance. All sites shall include streetscape amenities such as but not limited to benches, pedestrian plazas, etc.

x. Outdoor lighting of parking lots, access drives, and pedestrian and bicycle facilities, shall meet the requirements of Section 5.7 and the following additional special conditions:

a. The height of light fixtures shall not exceed twenty (20) feet.

b. All fixtures shall have a cut-off angle of ninety (90) degrees or less.

c. No direct light source shall be visible at any property line abutting a section line road right-of -way at ground level.

d. Maximum illumination at the property line shall not exceed one-half (½) foot-candle.

B. Circulation Standards. All uses that include the construction of a new building shall be designed, to the extent possible, with full time access drives connected only to non-section line roads. Emergency access routes normally closed with an emergency access gate may be connected to section line roads when no other practical location is available:

i. New public or private local streets shall be designed to provide public access connections to neighboring properties at location(s) acceptable to the City and the neighboring property owners.

ii. New streets shall include public pedestrian and bicycle facilities, as follows:

a. All new streets shall be designed as bicycle/pedestrian focused corridors as outlined in the City of Novi Non-Motorized Master Plan and include design features that will result in motorists driving at speeds typically found on non-arterial residential streets.

b. All buildings and active recreation open space areas shall be connected to the City's existing or planned bicycle and pedestrian facilities.

c. Where existing non-motorized facilities do not exist on adjacent neighboring properties, facilities shall be stubbed to the property line.

C. Building Design Standards. All buildings shall meet the following requirements:

i. Maximum building height shall be thirty-five (35) feet or two and one-half (2 ½) stories.

ii. All buildings shall be constructed with a "single-family residential character" and include the following design features, unless the Planning Commission, upon recommendation from the City's facade review consultant, determines that the feature(s) does not add to the residential character of the building:

a. Building Footprint/Shape. Buildings shall include facade variations with shifts in the plane of walls, set backs, step-backs, reveals, overhangs, and details in order to create variations in a building's facade and shall include the following footprint features:

(1) Offsets in the facade plane shall be provided at least every fifty (50) feet, with a minimum offset of four (4) feet.

(2) All front and rear building elevations shall have ground floor pedestrian entrance doors spaced no more than every sixty (60) feet.

(3) All pedestrian entrance doors shall be recessed from the building plane by at least four (4) feet or shall be located under a covered porch that has a minimum width of at least six (6) feet and a depth of at least four (4) feet.

b. Roofs. All building roofs shall meet the following requirements:

(1) Roofs shall be designed with gable and/or hip roof lines. Attached accessory structures for utility boxes and HVAC or with a similar function may be of an alternative roof design provided it is less than ten percent (10%) of the total roof area as viewed in each elevation of the facade plan.

(2) Roof designs shall include multiple dormers and/or gable roof features to limit the amount of roofing material visible on any facade elevation to a maximum of seventy percent (70%) of any elevation above the eave or gutter line of the roof.

(3) Roof designs shall include a minimum of a one (1) foot roof overhang, be designed with gutters and downspouts to prevent sheet flow of water from the roof, and have a minimum roof pitch of 6:12.

(4) All roofs shall be of a shingle or tile design and of fiberglass, asphalt, wood, slate, ceramic tiles, or metal.

(5) Notwithstanding the above, solar collectors may replace any portion of a roof.

c. Windows.

(1) All windows shall be of a multiple pane or divided light design. The maximum pane or undivided light size shall not exceed six (6) square feet.

(2) Windows shall not exceed fifteen (15) feet in width and shall be separated from another window by at least two (2) feet.

(3) Windows shall be framed with window trim such as shutters or decorative moldings.

d. Facade Materials. All building facades shall include a variety of siding textures and colors, and be of materials typically found on single-family residential homes in Novi and shall not exceed the maximum allowable percentages as listed for Facade Region 1 in Section 5.15, except that there shall be no use of flat metal panels, standing seam metal, spandrel glass, display glass, EIFS, granite, marble or 'C' brick.

The City Council may permit building designs that do not meet the above requirements if it makes a finding, following recommendation from the City's consulting architect, that the proposed facade meets the intent of this section and has a "single-family residential character" and is in general compliance with the approved PSLR Overlay Development Agreement and PSLR Overlay Concept Plan.

3. PSLR Development Agreement Application Review and Approval. PSLR Development Agreement Applications are subject to review and approval as provided in this Section.

   A. Pre-Application Conference. Prior to submittal of a PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan, the applicant shall apply for and attend a pre-application conference with the Planning Division, and other appropriate officials deemed necessary by the Planning Division. Prior to the meeting, the applicant shall provide to the Planning Division a brief narrative of how the development meets or exceeds the standards of this ordinance.

   B. Planning Commission Review. After the pre-application conference and upon receipt of PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan submittal, the application shall be referred to the Planning Commission. The Planning Commission shall hold a public hearing and provide its report and recommendation to the City Council with regard to the PSLR Overlay Development Agreement Application and the PSLR Overlay Concept Plan. In making its recommendation to the City Council, the Planning Commission shall evaluate the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan for eligibility and compliance with the above requirements, conditions and requirements and with the following:

      i. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community.

      ii. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment.

      iii. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties.

      iv. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article.

   C. City Council Review. The City Council, after review of the Planning Commission's recommendation, consideration of the input received at the public hearing, and review of other information relative to the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan, may take one of two actions:

      i. Indicate its tentative approval of the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan, and direct the City Administration and City Attorney to cause to be prepared, for review and approval by the City Council, a PSLR Overlay Development Agreement; or

      ii. Deny the proposed PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan.

      If the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan are denied, the City Council shall make findings with regard to the standards set forth in this Article.

      If tentative approval is offered, following preparation of a proposed PSLR Overlay Development Agreement, the City Council shall make a final determination with regard to the application. The City Council may deny the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan or may approve the PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan. The City Council shall make findings with regard to the criteria established in this Article.

D. PSLR Overlay Development Agreement. The approved PSLR Overlay Development Agreement, including the PSLR Overlay Concept Plan, shall be executed by the City and the applicant and be recorded in the office of the Oakland County Register of Deeds. Final approval of the PSLR Overlay Development Agreement and PSLR Overlay Concept Plan shall be effective upon recording. Physical development of the site shall be in accordance with the approved PSLR Overlay Development Agreement and PSLR Overlay Concept Plan and shall not be commenced until after a final site plan is approved for any site within the area depicted in the PSLR Overlay Development Agreement.

E. Amendments. Amendments to the approved PSLR Overlay Development Agreement Application and the PSLR Overlay Concept Plan shall follow the same procedure as would a new PSLR Overlay Development Agreement Application and PSLR Overlay Concept Plan.

4. Review and Approval of Site Plans. Submission of a site plan for a development permitted within the PSLR Overlay district may be made after City Council approval of the PSLR Overlay Development Agreement and PSLR Overlay Concept Plan.

   A. Preliminary site plans shall be reviewed and approved by the Planning Commission.

   B. Final site plans may be reviewed and approved administratively unless the Planning Commission directs otherwise at the time of preliminary site plan approval.

   C. Site plans meeting the requirements for administrative review in **Section 6.1.1.C** shall be reviewed and approved administratively.

   D. No building permit shall be issued for any building or structure within the petition area until a final site plan for the project has been approved. Site plans shall be reviewed in accordance with the requirements of **Section 6.1** and **Section 3.21** of this Ordinance and for general compliance with the approved PSLR Overlay Development Agreement and PSLR Overlay Concept Plan.

3.22 P-1 DISTRICT REQUIRED CONDITIONS

1. The parking area shall be accessory to, and for use in connection with one or more businesses, or industrial establishments, located in adjoining business or industrial districts, or in connection with one or more existing professional or institutional office buildings or institutions.
2. Such parking lots shall be contiguous to an RM-1 or nonresidential district. Parking areas may be approved when adjacent to said districts, or on the end of a block where such areas front on a street which is perpendicular to that street servicing the district. There may be a private driveway or public street or public alley between such P-1 district and above listed districts.
3. Parking areas shall be used solely for parking of private passenger vehicles for periods of less than one (1) day, except for uses under **Section 3.1.28.B**. Parking areas shall not be used as an off-street loading area.
4. No commercial repair work or service of any kind shall be conducted in such parking area. Sales and displays of vehicles for sale shall be restricted to that permitted under **Section 3.1.28.C**.
5. No signs of any kind, other than signs designating entrances, exits and conditions of use, shall be maintained on such parking area.
6. No building other than those for shelter of attendants shall be erected upon the premises and they shall not exceed fifteen (15) feet in height.
7. Applications for P-1 district rezoning shall be made by submitting a dimensional layout of the area requested showing the intended parking plans in accordance with **Section 5.2** and **Section 5.3** of this Ordinance.
8. Minimum Distances and Setbacks

   A. Side and Rear Yards. Where the P-1 district is contiguous to the side or rear lot lines of premises within a residentially zoned district, a landscaped berm shall be provided in accordance with **Section 5.5**

EXHIBIT E

CITY of NOVI CITY COUNCIL

Agenda Item 2
February 26, 2018

SUBJECT: Approval and adoption of:

(A) Resolution of Understanding authorizing the Oakland County Brownfield Redevelopment Authority (OCBRA) to undertake review of a Brownfield Plan proposal for the Villas at Stonebrook Development, 26700 Wixom Road, and to collect various fees in connection with the proposal;

(B) Resolution Concurring in the Provisions of a Brownfield Plan adopted by the OCBRA utilizing tax increment financing for a period of five years ending no later than 2025.

SUBMITTING DEPARTMENT: City Manager's

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Earlier in the agenda, City Council considered a tentative, request of Pulte Homes of Michigan for a Planned Suburban Low-Rise (PSLR) Overlay Development Agreement Application and Concept Plan for the Villas at Stonebrook at 26700 Wixom Road. The site is currently home to the former Profile Steel operation. Pulte Homes plans to redevelop the property with 43 duplex units (86 units in total). The development will be "age-targeted" ranch-style homes. The site requires some environmental clean up, and Pulte has engaged PM Environmental to prepare a Brownfield Redevelopment Plan. Pulte Homes/PM Environmental went before the Oakland County's Brownfield Redevelopment Authority (OCBRA) on January 18th. The OCBRA approved the Plan unanimously on the condition that the City of Novi is in support.

The OCBRA was established by the County Board of Commissioners in 2001 to assist in brownfield redevelopment in communities that have not established their own such authorities. The County will not generally proceed without knowing that the municipality in which the property is located is in support of the project. The next step in the County's process is for the Plan to be approved by the Oakland County Board of Commissioners, after notice and a public hearing as provided by statute. The Board, however, will not process the Plan until it gets a more formal indication of the City's support. It therefore requires the City to adopt a form of resolution first indicating that the City wants the County to undertake the process and acknowledging that the County will require certain fees for doing so (the Resolution of Understanding) and then indicating that the City Council has read the Brownfield Plan and supports it (the Resolution Concurring in the Provisions of a Brownfield Plan). These are the two resolutions that have been prepared for consideration by the Council and attached for its review, along with the Brownfield Plan, which is also attached.

Staff believes that this project merits consideration. The site in question fits the mold for a Brownfield site, given its excellent location and high potential for growth, but has continuously been passed over due to its status as an environmental facility. The preliminary estimates to remediate the site, not including administrative fees and revolving fund deposits, is just under $1 million. Taxes associated with the Novi school district will be unaffected. The City of Novi will benefit from the increase in tax base created by development on, to date, an undevelopable site.

The City Council last approved a Brownfield Plan back in 2016 for the Dunhill Park at the northwest corner of Beck and 8 Mile roads. Approval of the enclosed resolution is contingent on Pulte Homes receiving approval on their PSLR at a later date.

RECOMMENDED ACTION: Approval and adoption (subject to PSLR Concept Plan and Agreement approval and site plan approval) of:

(A) Resolution of Understanding authorizing the Oakland County Brownfield Redevelopment Authority (OCBRA) to undertake review of a Brownfield Plan proposal for the Villas at Stonebrook Development, 26700 Wixom Road, and to collect various fees in connection with the proposal;

(B) Resolution Concurring in the Provisions of a Brownfield Plan adopted by the OCBRA utilizing tax increment financing for a period of five years ending no later than 2025.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION OF UNDERSTANDING AUTHORIZING OAKLAND COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (OCBRA) TO UNDERTAKE BROWNFIELD PLAN REVIEW AND COLLECT FEES THEREFOR.

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on February 26, 2018, at ____o'clock P.M. Prevailing Eastern Time.

PRESENT:

Councilmembers_____

ABSENT:

Councilmembers_____

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

WHEREAS, the City of Novi has been approached by a developer, Pulte Homes, with a request for a Brownfield project in connection with a development known as the Villas at Stonebrook; and

WHEREAS, the City would like the project reviewed and processed by the Oakland County Brownfield Redevelopment Authority; and

WHEREAS, the Oakland County Brownfield Redevelopment Authority (OCBRA) was created by Oakland County pursuant to MCL 125.2651 *et seq.* to assist jurisdictions like the City of Novi, which does not have its own Brownfield Authority; and

WHEREAS, the OCBRA is prepared to assist City of Novi by reviewing the proposed the Villas at Stonebrook project, provided that City of Novi acknowledges certain rights that the OCBRA has, to wit:

- OCBRA intends to collect an administrative fee of $5,000.00 per year for the length of the Brownfield plan; and
- OCBRA will capture and collect an amount of $50,000 from the project that will be placed in the OCBRA revolving loan fund for future remediation projects.

WHEREAS, the City of Novi will have the opportunity to provide public comment on any Brownfield Plan (including the amount of the administrative fee to be collected and the amount that will be captured for the revolving loan fund) before it is finally adopted by the OCBRA and/or the Oakland County Board of Commissioners;

NOW BE IT THEREFORE RESOLVED that City of Novi requests that the OCBRA undertake review of the Villas at Stonebrook Project.

IT IS FURTHER RESOLVED THAT City of Novi acknowledges and understands that OCBRA intends to collect certain administrative fees and certain taxes for its revolving loan fund, which will be specified in detail in any Brownfield Plan before it is finally adopted.

AYES:
NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Dawn Spaulding, Acting City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 26 day of February, 2018, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Dawn Spaulding, Acting City Clerk
City of Novi

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION CONCURRING WITH THE PROVISIONS OF A BROWNFIELD PLAN ADOPTED BY THE OAKLAND COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE VILLAS AT SONEBROOK PROJECT

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on February 26, 2018, at ____o'clock P.M. Prevailing Eastern Time.

PRESENT:

Councilmembers_____

ABSENT:

Councilmembers_____

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

WHEREAS, the Oakland County Board of Commissioners, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has established a Brownfield Redevelopment Authority and Board (OCBRA) to facilitate the clean-up and redevelopment of Brownfields within Oakland County's communities; and

WHEREAS, the City of Novi has been informed and believes that the property located at 26700 Wixom Road (the "Property"), in the City of Novi, is an environmental hazard, and a "facility' under state statute; and

WHEREAS, a Brownfield clean up and redevelopment plan (the "Plan") has been prepared to restore environmental and economic viability to this parcel, which such Plan the OCBRA has reviewed and approved; and

WHEREAS, pursuant to OCBRA by-laws, a local committee has been appointed, participated in discussions regarding the proposed Plan and project, reviewed the Plan, and recommends its approval; and

WHEREAS, the OCBRA, pursuant to and in accordance with Section 13 of the Act, shall consider recommending that the Oakland County Board of Commissioners approve the Plan to be carried out within the City of Novi, relating to the redevelopment of the property; and

WHEREAS, the City has reviewed the Plan, and has been provided a reasonable opportunity to express its views and recommendations regarding the Plan in accordance with Sections 13(13) of the Act.

NOW BE IT THEREFORE RESOLVED the City of Novi hereby concurs with the provisions of the Plan, including approval of the Plan by the Oakland County Board of Commissioners, and implementation of the Plan by the Oakland County Brownfield Redevelopment Authority.

IT IS FURTHER RESOLVED the City of Novi acknowledges and understands that OCBRA intends to collect certain administrative fees and certain taxes for its revolving loan fund, which will be specified in detail in any Brownfield Plan before it is finally adopted.

AYES:
NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Dawn Spaulding, Acting City Clerk

CERTIFICATION

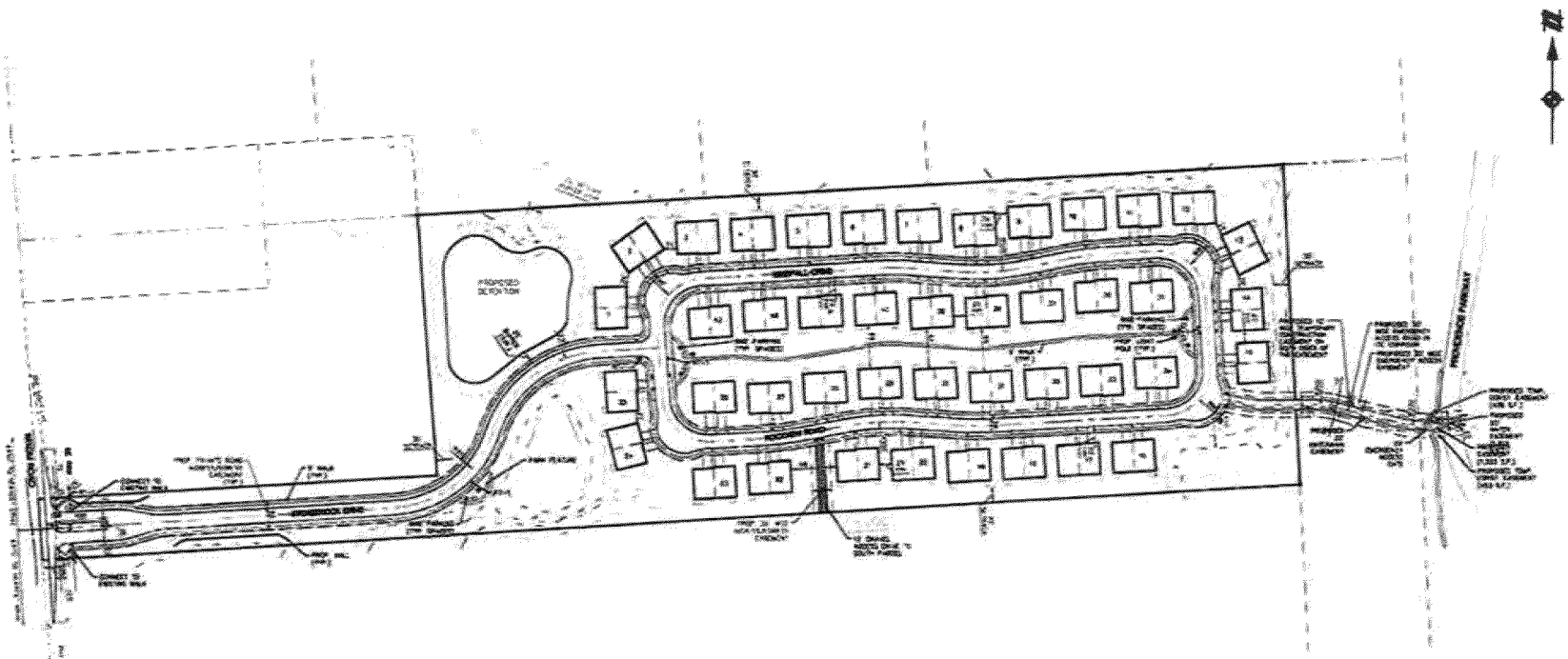
I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 26 day of February, 2018, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Dawn Spaulding, Acting City Clerk
City of Novi

26700 Wixom Road

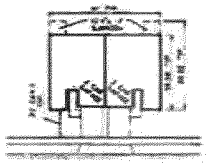


City of Novi

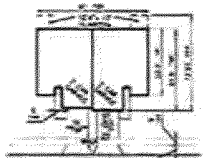




SIGN QUANTITIES



ABBEYDALE
TYPICAL UNIT DETAIL



BAYPORT
TYPICAL UNIT DETAIL

LAYOUT NOTES

LEGEND

PRELIMINARY - NOT FOR CONSTRUCTION

811
Know what's below.
Call before you dig.

ATWELL

PHASE THREE
MAGNA ROAD
MULTI-FAMILY
PSUR OVERLAY CONCEPT PLAN

LAYOUT PLAN

SECTION 17
T6N R9E, BASE SW 1/4
CITY OF HOWELL
OAKLAND COUNTY, MICHIGAN

AUGUST 30, 2017

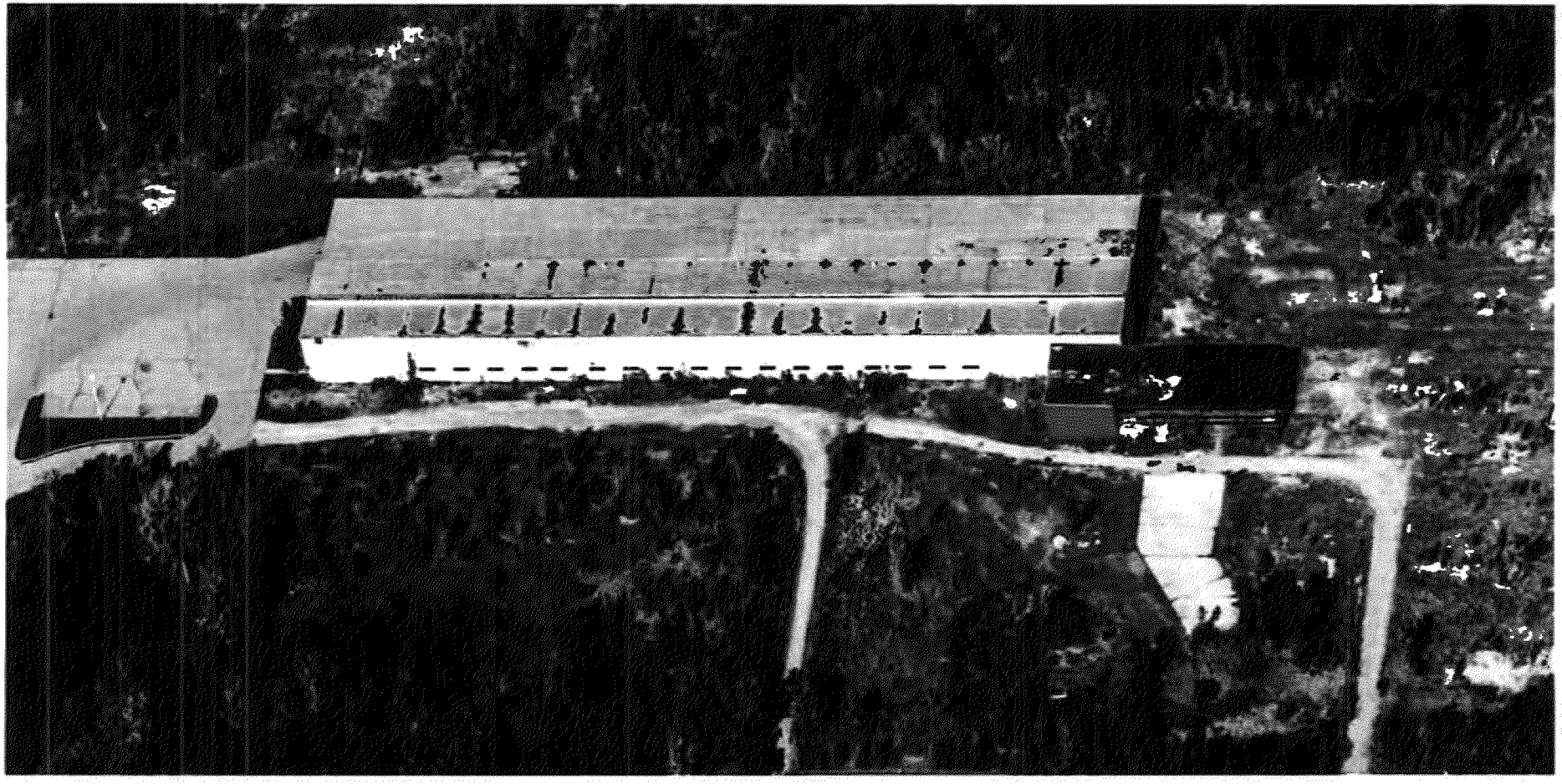
REVISIONS

SCALE: 1" = 100 FEET

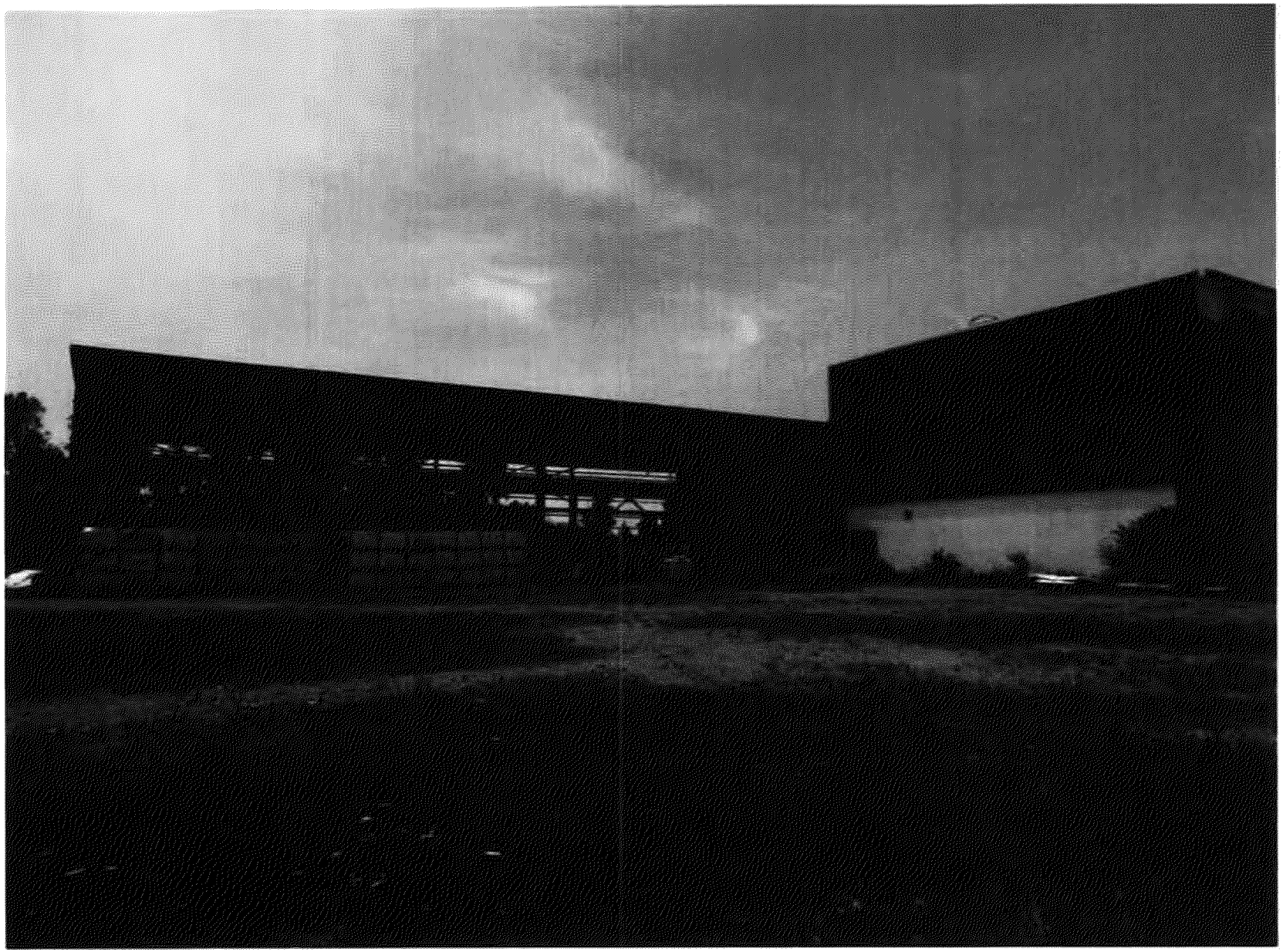
DR: JL CH: MD
PM: M. MCCULLOUGH
PROJECT:
JOB: T20190032
SHEET NO.

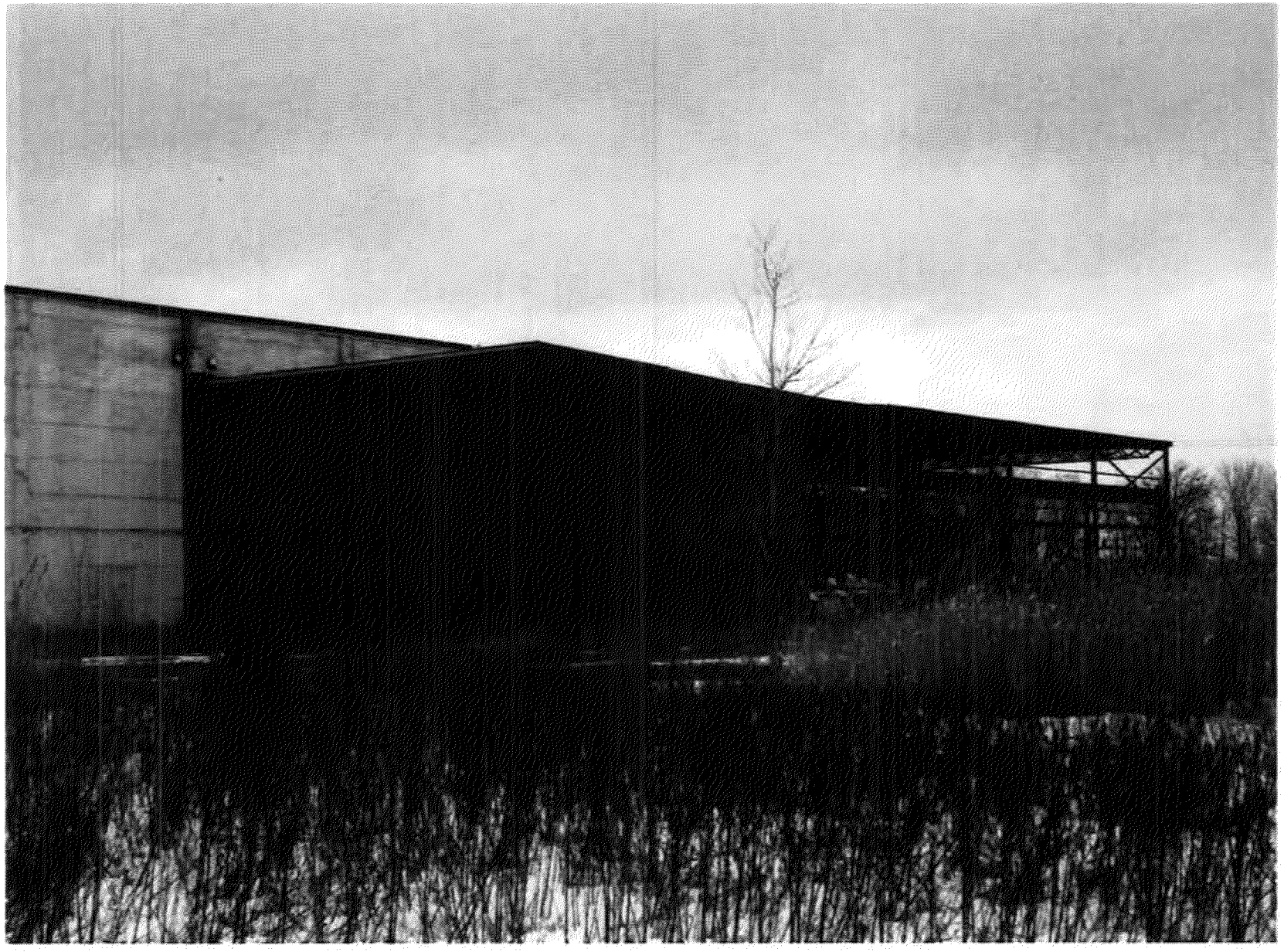
05

26700 Wixom Rd. Profile Steel and Wire









OAKLAND COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

FOR THE VILLAS AT STONEBROOK DEVELOPMENT LOCATED AT 26700 WIXOM ROAD, NOVI, MICHIGAN

January 9, 2018

Approved by BRA:
Approved by Board of Commissioners:

Prepared on Behalf of:

Pulte Homes of Michigan, LLC
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, MI 48304
Contact Person: Mr. Joe Skore
Telephone: (248) 330-3069
Email: joe.skore@pultegroup.com

Prepared By:

PM Environmental, Inc.
4080 West Eleven Mile Road
Berkley, Michigan 48072
Contact Person: Jessica DeBone
Telephone: (616) 328-5297
Email: debone@pmenv.com

PM ENVIRONMENTAL
Risk Well Managed

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Appendix A Legal Description
Appendix B Property Location Boundary
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Appendix D Documentation of Eligibility

TABLES

Table 1: Estimated Costs of Eligible Activities
Table 2: Tax Increment Capture Schedule

PROJECT SUMMARY

Project Name:	The Villas at Stonebrook
Project Location:	The property consists of one (1) parcel located in Novi, Oakland County, Michigan, 48374 in Township one north (T.1N), Range 8 east (R.8E), Section 17.
Type of Eligible Property:	The property is determined to be a "Facility"
Eligible Activities:	Baseline Environmental Site Assessment Activities, Due Care Activities, Demolition, and Preparation of a Brownfield Plan and Act 381 Work Plan
Developer Reimbursable Costs:	$934,408 (includes eligible activities and 15% contingency)
Years to Complete Developer Reimbursement :	An estimated 3 years from project completion
Estimated Capital Investment:	Approximately $27 million
Project Overview:	The proposed project entails the demolition of the existing building and site improvements for the construction of an estimated 88 residential homes. The community will be age-restricted catering exclusively to residents that are 55 years or older. The existing drive will include a new boulevard to help slow traffic and improve the aesthetic appeal of the community entrance. A park feature with bike parking will be incorporated as you approach the residences. The project is anticipated to generate approximately 50 construction jobs.

I. INTRODUCTION AND PURPOSE

In order to promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Oakland County ("the County"), the County has established the Oakland County Brownfield Redevelopment Authority ("OCBRA") the "Authority" pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381").

The purpose of this Brownfield Plan (the "Plan") is to promote the redevelopment of and investment in the eligible "Brownfield" Property within the County and to facilitate financing of eligible activities at the Property. Inclusion of Property within any Plan in the County will facilitate financing of eligible activities at eligible properties and will provide tax incentives to eligible taxpayers willing to invest in the revitalization of eligible sites, commonly referred to as "Brownfields." By facilitating redevelopment of the Property, this Plan is intended to promote economic growth for the benefit of the residents of the County and all taxing units located within and benefited by the Authority.

This Plan is intended to apply to the eligible property identified in this Plan and to identify and authorize the eligible activities to be funded. If significant changes are made to the proposed redevelopment and proposed use, the Brownfield Redevelopment Authority and the County Commission as the Governing Body, in accordance with the Act, may amend this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(2) of Act 381, as amended.

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (2)(h)) and Project

The Eligible Property consists of one (1) legal parcel totaling approximately 25.98 acres, referred to within this plan as the "Property." The parcel is located within the City of Novi, Oakland County, Michigan as outlined below.

Parcel ID Number	Address	City	Approx. Acreage	Eligibility	Current Zoning
50-22-17-300-013	26700 Wixom Road	Novi	25.98	"Facility"	I-2

Pulte Homes of Michigan, LLC, or any related entity, or such other developer as approved by the Authority, are collectively the project developer ("Developer").

TLC Property, LLC is the current ownership entity, Pulte Homes of Michigan, LLC has the Property under contract and intends to take ownership in early 2019.

The Property consists of light industrial land in an area characterized by residential, commercial and public (school, park) uses. The property zoning is anticipated to remain the same I-2 (General Industrial) with a Planned Suburban Low-Rise (PLSR) overlay

The Property is currently developed with a single story 38,949 square foot building located in the central portion of the property with canopies present on the north side of the building and at the southeast corner of the building. A concrete paved parking lot is present west of the building allowing access through a driveway extending from Wixom Road. A gravel drive extends along the southern side of the building toward the eastern portion of the Property, and also extends to the south and onto the south adjoining property. An isolated concrete paved area is present south of the southeastern building canopy.

Standard and historical sources document the Property was developed with agricultural fields prior to 1940. The current pond has been present in the southern portion of the Property since 1940 and an apparent low lying area was present to the east in 1940. Between 1963 and 1970, agricultural activities ceased, the low lying area was filled, and the Property was redeveloped with the construction of the current building. The building originally extended slightly farther on the west side than the current layout. This building portion housed a tall chimney stack and was demolished between 1990 and 1997. The entire northern building canopy was constructed in 1987. The original building portion also included only the western portion of the southeastern canopy, and an addition was constructed to the east side of the southeastern canopy in 1988. The building was occupied by Concrete Components from at least 1971 to 1972 (and likely until at least 1978), was vacant in the early to mid-1980s, and has been occupied by various steel fabrication companies since at least 1989. The canopies have generally been used for exterior storage. In at least 1974 and 1990, exterior storage, debris, and/or ground disturbance was present on an unpaved area to the northwest of the building, on paved rows located east and north of the subject building, near a paved area to the south of the southeast canopy, and to the south of the building. An unknown structure (possibly a concrete mixing plant) was also present to the south of the building in 1974. The amount of exterior storage, debris, and ground disturbance diminished in the 1980s and has been limited since 1997.

The proposed project entails the demolition of the existing building and site improvements for the construction of an estimated 88 residential single family or duplexed homes. The final site plan variation is pending the review and approval of the City. The community will be a 55+ age-restricted community, providing new housing options for the empty nester and active adult residents. The existing drive will include a new boulevard to help slow traffic and improve the aesthetic appeal of the community entrance. A park feature with bike parking will be incorporated as you approach the residences. A connection to Providence Parkway will be created for emergency access. Cement pedestrian pathways are proposed on Providence Parkway to connect with existing pathways. Pulte has more than 65 years of homebuilding experience with a dedication to quality that strives to exceed homeowner expectations. This project will be no different and will bring an area back to productive use with a more appropriate land use for the surrounding parcels, which include a hospital, park, and school.

Remediation and development activities are anticipated to commence in late 2019 with an estimated completion in 2022.

The Developer will invest an estimated $27 million in the project and create approximately 50 construction jobs during development activities.

A preliminary site plan and rendering is included in Appendix C. The final site plan and design of the site is contingent upon the approval of the City of Novi.

B. Basis of Eligibility (Section 13 (2)(h) and Section 2(o))

The Property is considered "Eligible Property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized or is currently utilized for a commercial and/or industrial purpose; and (b) the parcel comprising the Property has been determined to be a "facility."

The parcel identified as 26700 Wixom Road meets the definition of a "facility" as defined under Part 201, based on concentrations of contaminants identified in soil and groundwater identified during previous site investigations. Results of the most recent investigations are summarized below.

On April 3 and 4, 2017, PM Environmental, Inc. (PM) completed subsurface investigation activities at the Property that consisted of the advancement of 24 soil borings, the installation of seven temporary monitoring wells, the installation of one sub-slab soil gas sampling point, and the collection of 19 soil samples, seven (7) groundwater samples, and one (1) sub-slab soil gas sample for laboratory analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), and/or polychlorinated biphenyls (PCBs), and/or Michigan 10 metals to assess the Recognized Environmental Conditions (RECs) identified in the March 2017 Phase I ESA.

Based on the concentrations detected in the soil samples analyzed, additional assessment activities were conducted to assess the vertical and horizontal extent of soil impact identified, consisting of the advancement of 21 soil borings and the collection of 47 soil samples for laboratory analysis of VOCs, PNAs, and/or PCBs.

Soil analytical results identified concentrations of trichloroethylene (TCE), 1,2,3,-trimethylbenzene (TMB), and 1,2,4,-TMB and phenanthrene above the MDEQ Part 201 Residential and Nonresidential Drinking Water Protection (DWP) and/or Groundwater Surface Water Interface Protection (GSIP) cleanup criteria and/or MDEQ Residential and/or Nonresidential Recommended Interim Action Screening Levels (RIASLs). Concentrations of PCBs were identified above the Toxic Substance Control Act (TSCA) cleanup standards and the Part 201 Residential and Nonresidential Direct Contact (DC) cleanup criteria.

Groundwater analytical results identified concentrations of TCE and 1,2,3-TMB above the Part 201 Residential and Nonresidential DW and/or GSI cleanup criteria and/or MDEQ Residential and Nonresidential RIASLs.

Additional documentation and description of the locality of the identified contaminants and the Property's "facility" status is provided in Appendix D.

C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b))

Tax Increment Financing revenues will be used to reimburse the costs of "eligible activities" (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that include: Baseline Environmental Site Assessments, Due Care Activities, Demolition and preparation of a Brownfield Plan and Act 381 Work Plan. A complete itemization of these activities and associated expenses is included in Table 1.

The following eligible activities and budgeted costs are intended as part of the development of the property and are to be financed solely by the Developer. All activities are intended to be "Eligible Activities" under the Brownfield Redevelopment Financing Act. The Authority is not

responsible for any cost of eligible activities listed below and will incur no debt for these activities.

1. Baseline Environmental Site Assessment Activities include Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Baseline Environmental Assessment (BEA), Documentation of Due Care Compliance (DDCC) and an Asbestos Containing Materials Survey as part of the pre-purchase due diligence conducted on the Property at a total cost of $57,658.

2. Due Care Activities includes contaminated soil and groundwater excavation, transport, disposal and restoration/backfill in the excavation area, and the necessary oversight, sampling, and reporting required, at a total estimated cost of $500,000.

3. Demolition Activities includes the demolition of the existing 38,949 square foot building, site demolition (asphalt, pavement, improvements, etc.) and fill/compaction/rough grading to balance the site where the improvements are located at an estimated cost of $245,000.

4. Preparation and implementation of the Brownfield Plan and Act 381 Work Plan including associated management activities (e.g. meetings with BRA etc.) at a cost of approximately $20,000.

5. A 15% contingency of $111,750 is established to address unanticipated environmental and/or other conditions that may be discovered through the implementation of site activities. This excludes the cost of Baseline Environmental Assessment Activities and preparation of the Brownfield Plan and Act 381 Work Plan.

The total estimated cost of Eligible Activities subject to reimbursement from tax increment revenues is $822,658 with a potential $111,750 contingency resulting in a total reimbursement to the Developer in a not-to-exceed amount of $934,408.

This plan also allots capture for local administrative fees of $5,000 annually as outlined in Table 2.

The OCBRA has established a Local Brownfield Revolving Fund (LBRF). Capture for the LBRF is included in this plan following developer reimbursement, currently estimated at $934,408. The funds deposited into the LBRF as part of this Plan will be used in accordance with the requirements of Act 381, as amended.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))

Incremental taxes on real property included in the redevelopment project will be captured under this Plan to reimburse eligible activity expenses. The base taxable value of the Property shall be determined by the use of the 2017 tax year tax values. The base taxable value for the Property is $1,189,320.

Tax increment revenue capture is proposed to begin when tax increment is generated by redevelopment of the Property, which is expected to begin in 2022 or when redevelopment is completed whichever occurs first. The estimated taxable value of the completed development is $18,700,000, which is based on a true cash value of $425,000 per home. An annual increase in taxable value of 1% has been used for calculation of future tax increments in this Plan. Table

2 details the estimate of captured tax increment revenues for each year of the Plan from the eligible property.

Prior to reimbursement of tax increment revenue to the Developer, payment of OCBRA Administrative fees will occur first.

E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d))

Eligible activities will be financed by the Developer. The Developer will be reimbursed for eligible costs as described in Section C and outlined in Table 1. Costs for Eligible Activities funded by the Developer will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the Property. The estimated amount of tax increment revenue capture that will be used to reimburse the Developer and OCBRA is $1,888,816. This includes Brownfield Plan preparation, OCBRA Administrative fees and LBRF deposits.

No advances will be made by the OCBRA for this project. All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

F. Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e))

No note or bonded indebtedness will be incurred by any local unit of government for this project.

G. Duration of Brownfield Plan (Sec. 13 (2)(f))

In no event shall the duration of the Plan, exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan. The Property will become part of this Plan on the date this Plan is approved by the Oakland County Board of Commissioners.

H. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))

Taxes will continue to be generated to taxing jurisdictions on local and school captured millages at the base taxable value of $1,189,320 throughout the duration of this Plan totaling approximately $141,688. This amount accounts for a reduction in taxes for homesteaded properties, which is anticipated to apply to this project.

Non-capturable millages; including debt millages, the zoo authority and art institute, will see an immediate increase in tax revenue following redevelopment and will provide new tax revenue of approximately $544,816 throughout the duration of this Plan.

A summary of the impact to taxing jurisdictions for the life of the Plan is summarized below, outlining the total taxes generated and the taxes that will continue to be captured by taxing jurisdictions. This summary assumes taxes are captured throughout the duration of the Plan as estimated in Table 2.

Taxes Generated and Preserved Over Life of Plan			
Millage	**Rate**	**Taxes Generated by the Property (Incl. base value)**	**Taxes Preserved for Taxing Unit**
Oak ISD Voted	3.1113	$236,239	$14,801
Oak ISD Alloc	0.1966	$14,928	$935
OCCC	1.5555	$118,108	$7,400
Novi School Sinking Fund	0.4879	$37,046	$2,321
General	4.9206	$373,619	$23,409
Streets	1.4708	$111,677	$6,997
Police/Fire	1.4003	$106,324	$6,662
Parks & Rec	0.3780	$28,701	$1,798
Drains	0.2648	$20,106	$1,260
Library	0.7567	$57,456	$3,600
Cap Imp	0.9856	$74,836	$4,689
OC Parks & Rec	0.2368	$17,980	$1,127
HCMA	0.2140	$16,249	$1,018
OC Operating	4.0400	$306,755	$19,219
Subtotal	***20.0189***	**$1,520,025**	**$95,236**
Novi School Operating (All)	2.7951	$212,231	$13,297
Novi School Recreation	0.9695	$73,614	$4,612
SET	6.0000	$455,577	$28,544
Subtotal*	***9.7646***	**$741,421**	**$46,453**
Total Capturable Millages	***29.7835***	**$2,261,446**	**$141,688**
Novi Debt	7.0000	$531,506	$531,506
2008 Libr Debt	0.3608	$27,395	$27,395
Zoo Authority	0.0980	$7,441	$7,441
Art Institute	0.1961	$14,890	$14,890
Total Non-Capturable Millages	***7.6549***	**$581,233**	**$581,233**
Total Millages	***37.4384***	**$2,842,679**	**$722,921**

**For the purposes of the above estimates, school operating taxes are not included as it is estimated that a principal residence exemption will apply.*

For a complete breakdown of the captured millages and developer reimbursement please see Table 2.

I. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (2)(h))

The legal description of the Property included in this Plan is attached in Appendix A.

Property location maps are included in Appendix B.

Documentation of characteristics that qualify the property as "Eligible Property" is provided in Appendix D.

J. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (2)(i-l))

No displacement of residents or families is expected as part of this project.

K. Local Brownfield Revolving Fund ("LBRF") (Sec. 13 (2)(m))

The OCBRA has established a LBRF. Capture for the LBRF is included in this plan for up to five (5) years, following developer reimbursement, currently estimated at $934,408. The funds deposited into the LBRF as part of this Plan will be used in accordance with the requirements of Act 381, as amended.

L. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (2)(n))

The OCBRA and the County Commission as the Governing Body, in accordance with the Act, may amend this Plan in order to fund additional eligible activities associated with the Project described herein.

Appendix A

PM ENVIRONMENTAL Environmental & Engineering Services

Legal Description

26700 Wixom Road, Novi, Oakland County, MI

Parcel ID: 50-22-17-300-013

T1N, R8E, SEC 17 PART OF SW 1/4 BEG AT PT DIST N 01-03-30 W 2010.00 FT FROM SW SEC COR, TH N 01-03-30 W 117.64 FT, TH N 89-39-40 E 770.00 FT, TH N 01-03-30 W 510.00 FT, TH N 89-39-40 E 1665.34 FT, TH S 00-07-10 W 627.61 FT, TH S 89-39-40 W 2422.44 FT TO BEG 25.98 A

Appendix B

PM ENVIRONMENTAL Environmental & Engineering Services

Map with Adjoinings



2 Foot Contours
5 Foot Contours
FEMA Base Flood Elevations
FEMA Cross Sections
100 yr - FEMA Floodplain
100 yr (detailed) - FEMA Floodplain
500 yr - FEMA Floodplain
FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Flooplain data may not always be present on the map.

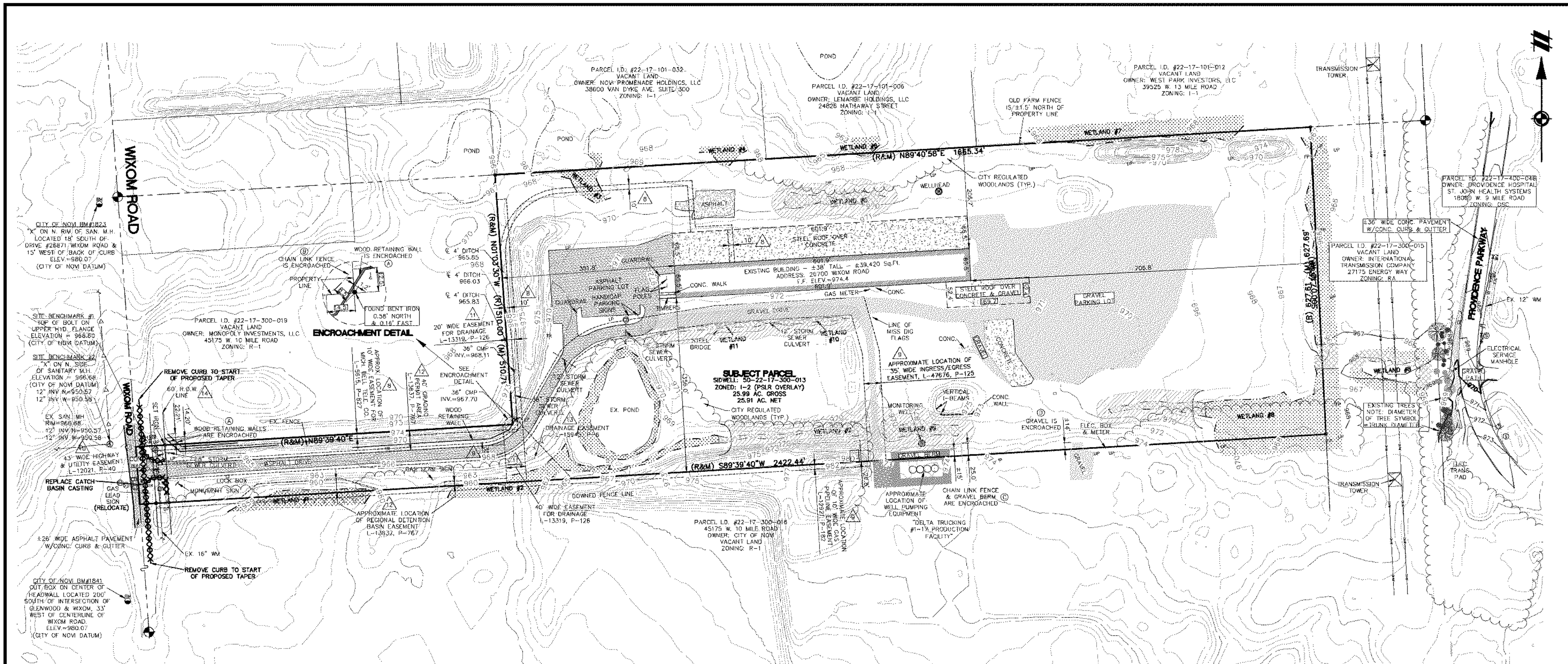
OAKLAND COUNTY MICHIGAN
Economic Development & Community Affairs

L. Brooks Patterson
Oakland County Executive

Date Created: 1/30/2017

NORTH

1 inch = 400 feet

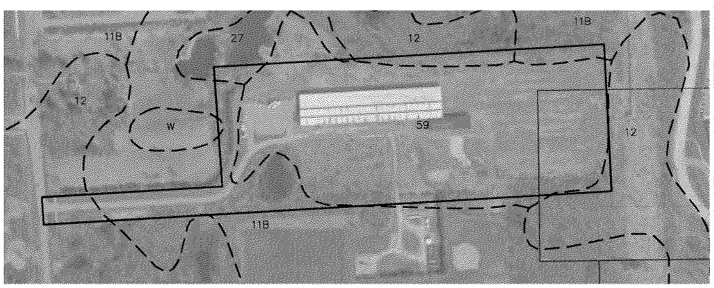


SOILS TABLE

Map unit symbol	Map unit name	Depth to Water Table Rating (inches)	Flood Frequency	Ponding Frequency
11B	Capac sandy loam, 0 to 4 percent slopes	18	None	None
12	Brookston and Colwood loams	0	None	Frequent
27	Houghton and Adrian mucks	0	None	Frequent
59	Urban Land	-	-	-
W	Water	-	-	-

PRELIMINARY WETLAND IMPACT TABLE

Wetland	MDEQ Regulated	Wetland Impact Area (SF)	Wetland Impact Area (AC)
1	Yes	0	0.00
2	Yes	0	0.00
3	Yes	0	0.00
4	Yes	0	0.00
5	Yes	4,356	0.10
6	Yes	0	0.00
7	Yes	0	0.00
8	Yes	11,761	0.27
9	Yes	8,276	0.19
10	Yes	1,307	0.03
11	Yes	1,742	0.04
Total (MDEQ)		16,117	0.63
MITIGATION RATIO		--	1.5
OFF-SITE MITIGATION		--	0.95



SOILS MAP
1" = 250'

TITLE COMMITMENT REFERENCE NUMBER	DESCRIPTION	STATUS ON PLAT	AFFECT ON PROPERTY
1	Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.	NOT SHOWN	AFFECTS PARCEL
2	Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.	NOT SHOWN	AFFECTS PARCEL
3	Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.	SHOWN	AFFECTS PARCEL
4	Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.	NOT SHOWN	AFFECTS PARCEL
5	Taxes and assessments not due and payable at Commitment Date.	NOT SHOWN	AFFECTS PARCEL
6	The interest of TLC Property, LLC a Michigan limited liability company, vendee(s), from Novi Properties, Inc., a Michigan corporation, vendor(s), and the Terms, Covenants, Conditions and Provisions of said Land Contract, as disclosed by Memorandum of Land Contract dated November 18, 2014, recorded December 1, 2014, in Liber 47642, page 811.	NOT SHOWN	AFFECTS PARCEL
7	Assignment of Leases and Rents executed by TLC Property, LLC, a Michigan limited liability company to Novi Properties, Inc., a Michigan corporation, dated November 18, 2014, recorded December 1, 2014, in Liber 47642, page 815.	NOT SHOWN	AFFECTS PARCEL
8	Right of Way in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 5615, page 827.	SHOWN	AFFECTS PARCEL
9	Oil, Gas and Mineral Lease in favor of Somoco, Inc., a Michigan corporation, as disclosed by instrument dated May 20, 1985, and recorded in Liber 9680, page 339, Mutual Consent Agreement dated December 30, 1986 as evidenced by Affidavit recorded in Liber 12926, page 186, Surface Agreement recorded in Liber 12921, page 182 and Surface Use Agreement recorded in Liber 47676, page 125, and Mesne Assignments thereof. This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.	SHOWN	AFFECTS PARCEL
10	Highway & Utility Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 12021, page 40.	SHOWN	AFFECTS PARCEL
11	Drainage Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 13319, page 126.	SHOWN	AFFECTS PARCEL
12	Regional Detention Basin Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 13637, page 767.	SHOWN	AFFECTS PARCEL
13	Drainage Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 15945, page 6.	SHOWN	AFFECTS PARCEL
14	Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.	SHOWN	AFFECTS PARCEL
15	The following matters as referenced by survey dated August 8, 2014, prepared by Greentech Engineering, Inc., being Job No. 14-256: a. Overhead lines crossing property and property lines. b. Storm sewers, telephone pedestals, light poles, and monitoring wells on property. c. Fence inside Northerly and Southerly property lines and crossing Northerly, Southerly, and Westerly property lines. d. Retaining wall inside and crossing Northerly property line.	SHOWN	AFFECTS PARCEL
16	Interest of others in oil, gas and mineral rights, if any, recorded in the public records or unrecorded.	NOT SHOWN	AFFECTS PARCEL
17	Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.	NOT SHOWN	AFFECTS PARCEL
18	Rights of tenants, if any, under any unrecorded leases.	NOT SHOWN	AFFECTS PARCEL
19	Lien for outstanding water or sewer charges, if any.	NOT SHOWN	AFFECTS PARCEL

NOTES

1. SURVEY INFORMATION PROVIDED BY DIFFIN-UMLOR, DATED 07-13-17.
2. BEARINGS ARE BASED ON HELD BEARING OF N01°03'30"W ALONG THE WEST LINE SECTION 17 PER DEEDED LEGAL DESCRIPTION.
3. SOILS INFORMATION REFERENCED FROM USDA NRCS WEB SOILS SURVEY, ACCESSED 2016.
4. ALL ON-SITE ASPHALT, GRAVEL AND STRUCTURES SHALL BE REMOVED.
5. CITY REGULATED WOODLAND LIMITS HAVE BEEN DEPICTED PER CITY WOODLAND MAP.
6. CONTOUR INFORMATION REFERENCED FROM COUNTY GIS SYSTEM.

SURVEY NOTES

1. UTILITY INFORMATION SHOWN IS FROM OBSERVED EVIDENCE ONLY, CONTACT MISS DIG PRIOR TO ANY CONSTRUCTION OR EARTHWORK.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 26125C0606F DATED SEPTEMBER 29, 2006 AND 26125C0607F DATED SEPTEMBER 29, 2006; THE SUBJECT PARCEL IS LOCATED IN ZONE "X" WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LEGAL DESCRIPTION AS SURVEYED

PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE N01°03'30"W, ALONG THE WEST LINE OF SAID SECTION 17, 2010.72 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE OF SECTION 17, N01°03'30"W 117.55 FEET; THENCE N89°40'58"E 770.12 FEET; THENCE N01°04'20"W 510.09 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17; THENCE N89°40'58"E, ALONG SAID EAST-WEST 1/4 LINE, 1665.21 FEET; THENCE S00°07'08"W 627.60 FEET; THENCE S89°40'58"W 2422.31 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 25.98 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO THAT PART NOW USED AS WIXOM ROAD.

LEGEND

- BOUNDARY LINE
- EXIST. EASEMENT
- SECTION LINE
- BOUNDARY/PROPERTY LINE
- EXIST. CONTOUR
- EXIST. DEMO
- EXIST. CURB AND GUTTER
- EXIST. FENCE
- EXIST. GUARDRAIL
- EXIST. BUILDING
- EXIST. SOIL BOUNDARY
- EXIST. SOILS TYPE (MoC)
- EXIST. TREE
- EXIST. WATER MAIN
- EXIST. SANITARY
- EXIST. STORM
- EXIST. OVERHEAD ELEC. LINE
- EXIST. CULVERT
- EXIST. CATCH BASIN/INLET
- EXIST. HYDRANT
- EXIST. VALVE
- EXIST. SANITARY SEWER
- EXIST. UNSPECIFIED UTILITY
- EXIST. SIGN
- EXIST. LIGHT POLE
- EXIST. UTILITY POLE
- EXIST. REGULATED WETLAND
- EXIST. WETLAND BUFFER
- EXIST. REGULATED WOODLAND

PRELIMINARY - NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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123 N. ASHLEY, SUITE 105
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734.994.4000

SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

CLIENT
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
EXISTING CONDITIONS

DATE AUGUST 30, 2017

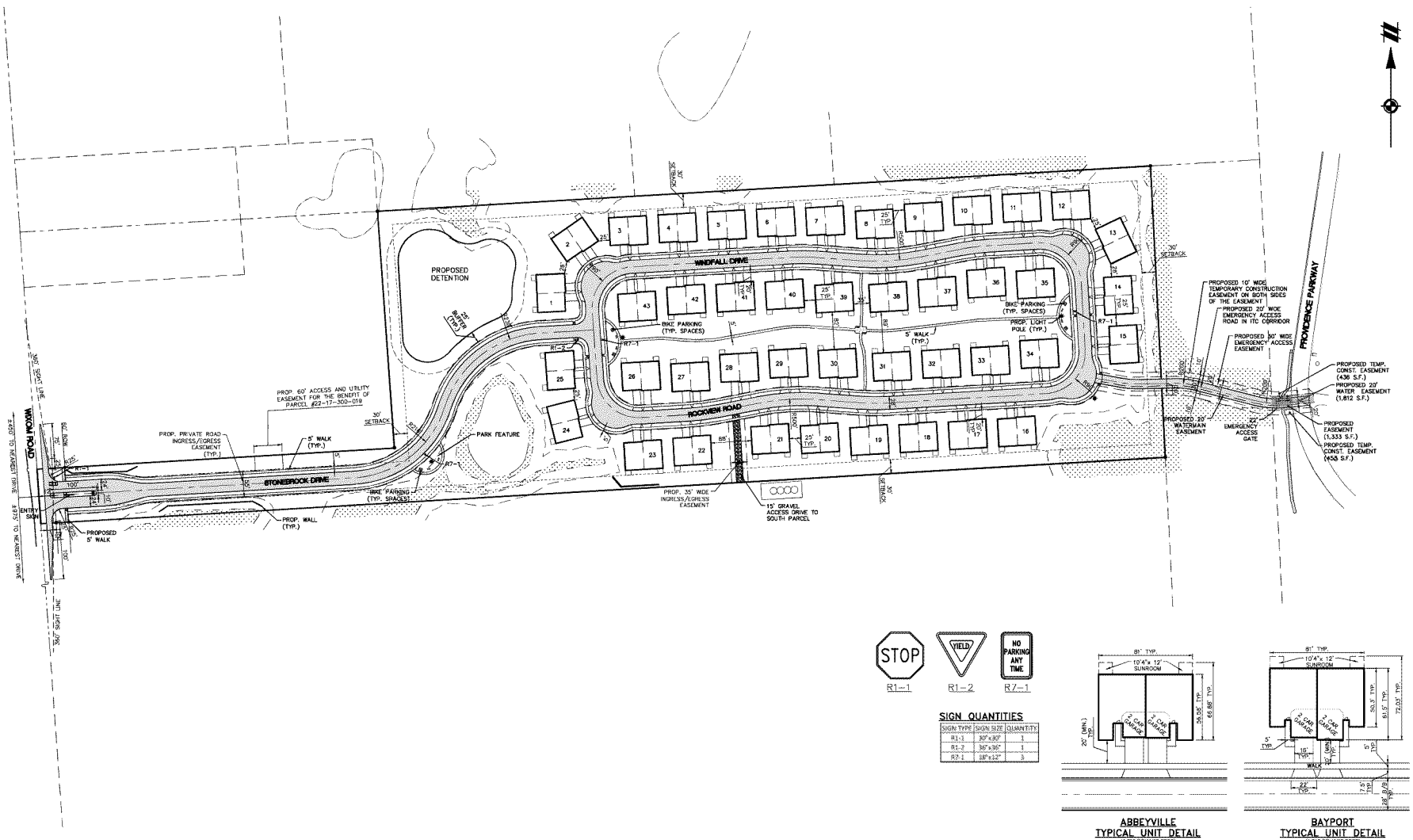
REVISIONS

SCALE 0 75 150
1" = 150 FEET
DR. JL CH. KB
P.M. W. ANDERSON
BOOK ---
JOB 17000993
SHEET NO. 02

CAD FILE: 17000933C-02-EC.DWG

Appendix C

PM ENVIRONMENTAL Environmental & Engineering Services



STOP R1-1 | YIELD R1-2 | NO PARKING ANY TIME R7-1

SIGN QUANTITIES

SIGN TYPE	SIGN SIZE	QUANTITY
R1-1	30"x30"	1
R1-2	36"x36"	1
R7-1	18"x12"	3

ABBEYVILLE TYPICAL UNIT DETAIL
(1,700 SQUARE FEET)
SCALE: 1" = 40'

BAYPORT TYPICAL UNIT DETAIL
(1,710 SQUARE FEET)
SCALE: 1" = 40'

LAYOUT NOTES

1. THE PROPOSED DEVELOPMENT IS PLANNED TO BE DEVELOPED USING THE CITY'S PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY DEVELOPMENT OPTION, UNDER OVERLAY SPECIAL USE APPROVAL ALLOWING FOR "LOW-RISE MULTIPLE-FAMILY" RESIDENTIAL USES.
2. THE PURPOSE OF THIS CONCEPT PLAN SUBMITTAL IS FOR PRELIMINARY ZONING REVIEW WITH THE CITY, IN ACCORDANCE WITH THE EXISTING PSLR OVERLAY.
3. THE DEVELOPMENT WILL CONTAIN PRIVATE ROADS. THE PROPOSED CONNECTION WILL BE COORDINATED WITH THE CITY OF NOVI.
4. ALL SIDEWALKS AND SIDEWALK RAMPS WILL BE ADA COMPLIANT.
5. SEE DETAIL SHEET FOR EYEBROW DIMENSIONAL DETAIL.
7. NO ON-STREET PARKING IS PROPOSED. UNIT GARAGE AND DRIVE WAY PARKING EXCEEDS CITY PARKING REQUIREMENTS.
8. THE TOTAL PROPOSED SQUARE FOOTAGE OF EACH DWELLING UNIT IS SHOWN ON THE TYPICAL UNIT DETAIL SHOWN ON THIS SHEET.
9. PROPOSED TO BE SERVED BY PUBLIC SEWER AND WATER. THE LOCATIONS OF THE EXISTING WATER AND SEWER AS SHOWN ARE APPROXIMATE. FIRE PROTECTION IN ACCORDANCE WITH CITY OF NOVI STANDARDS WILL BE DEPICTED ON SUBSEQUENT SUBMITTALS.
10. STORM WATER MANAGEMENT IS PROPOSED TO BE ADDRESSED THROUGH THE CONSTRUCTION OF A DETENTION BASIN AS SHOWN. REFER TO THE GRADING AND DETAILS SHEET FOR CONCEPTUAL SIZING CALCULATIONS. THE STORM WATER OUTLET IS CURRENTLY PLANNED TO BE DETAINED FOR THE 100-YEAR EVENT ON-SITE AND THEN DIRECTED TO THE REGIONAL DETENTION BASIN TO THE SOUTH.

LEGEND

- BOUNDARY LINE
- EXIST. EASEMENT
- SECTION LINE
- BOUNDARY/PROPERTY LINE
- EXIST. CURB AND GUTTER
- EXIST. WETLAND BUFFER
- EXIST. WETLAND
- PROP. SETBACK
- PROP. BUILDING
- PROP. BACK OF CURB
- PROP. WALK
- PROP. ASPH.
- R — PROP. SIDEWALK RAMP
- PROP. LIGHT POLE LOCATION

PRELIMINARY - NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS DRAWING ARE APPROXIMATE AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.
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SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

CLIENT
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN

LAYOUT PLAN

DATE
AUGUST 30, 2017
11-13-2017 PER CITY
12-29-2017 DUPLEX UNITS

REVISIONS

SCALE 0 50 100
1" = 100 FEET
DR. JL | CH. KB
P.M. W. ANDERSON
BOOK --
JOB 17000933
SHEET NO. 05

CAD FILE: 17000933C-03-LOYMC



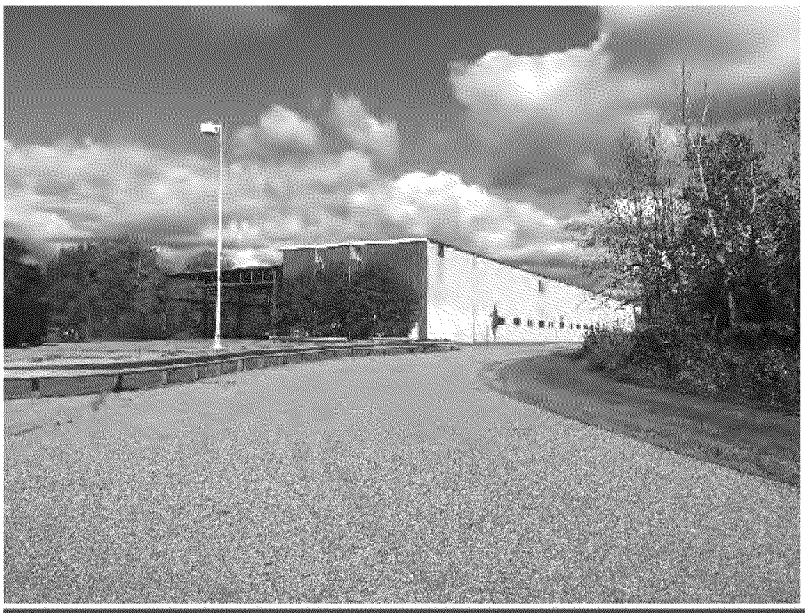


Appendix D

PM ENVIRONMENTAL Environmental & Engineering Services

PM ENVIRONMENTAL
Risk Well Managed

Environmental & Engineering Services Nationwide



ENVIRONMENTAL SERVICES

BUILDING ARCHITECTURE, ENGINEERING & SCIENCE

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PHASE II ENVIRONMENTAL SITE ASSESSMENT

26700 Wixom Road | Novi, Michigan
PM Project Number 01-8090-2-0001

Prepared for:

Pulte Homes of Michigan, LLC
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, Michigan 48304

Prepared by:

PM Environmental, Inc.
4080 West Eleven Mile Road
Berkley, Michigan 48072

PM ENVIRONMENTAL
Risk Well Managed

Corporate Headquarters
Lansing, Michigan
3340 Ranger Road, Lansing, MI 48906
f: 877.884.6775
t: 517.321.3331

Michigan Locations
Berkley Bay City
Grand Rapids Detroit
Chesterfield Lansing

September 15, 2017

Mr. Joe Skore
Pulte Homes of Michigan, LLC
100 Bloomfield Hills Parkway, Suite 150
Bloomfield Hills, Michigan 48304

Re: Phase II Environmental Site Assessment of the Light Industrial Property Located at 26700 Wixom Road, Novi, Michigan
PM Environmental, Inc. Project No. 01-8090-2-0001

Dear Mr. Skore:

PM Environmental, Inc. (PM) completed a Phase II Environmental Site Assessment (ESA) of the Light Industrial Property located at 26700 Wixom Road, Novi, Oakland County, Michigan (hereafter referred to as the "subject property") in general accordance with ASTM Standard Practice E1903-11 to assess the Recognized Environmental Conditions (RECs) identified in PM's March 1, 2017 Phase I ESA. This Phase II ESA Report summarizes the activities conducted by PM in April, June, and July 2017, the geology encountered, and the sample analytical results.

THIS PHASE II ESA REPORT WAS PERFORMED FOR THE EXCLUSIVE USE OF PULTE HOMES OF MICHIGAN, LLC, WHO MAY RELY ON ITS CONTENTS AND CONCLUSIONS.

INTRODUCTION AND BACKGROUND

The subject property consists of one 25.98 acre parcel located on the east side of Wixom Road, north of West Eleven Mile Road and south of Grand River Avenue in Novi, Michigan (Figure 1). The subject property is developed with a single story 38,949 square foot building located in the central portion of the property with canopies present on the northern side of the building and at the southeastern corner of the building. A concrete paved parking lot is present west of the building allowing access through a driveway extending from Wixom Road. A gravel drive extends along the southern side of the building toward the eastern portion of the property, and also extends to the south and onto the south adjoining property. An isolated concrete paved area is present south of the southeastern building canopy. Lastly, a mounded soil pile is present in the area of the septic field, which is located northeast of the subject building. A water well is located on the north side of the building to the west of the septic field. Lastly, a pond is present in the southwestern portion of property (Figure 2).

Standard and historical sources document the subject property was developed with agricultural fields prior to 1940. The current pond has been present in the southwestern portion of the property since 1940 and an apparent low lying area was present to the east of the pond in 1940. Between 1963 and 1970, agricultural activities ceased, the low lying area was filled, and the property was redeveloped with the construction of the current subject building. The western portion of the original building housed a tall chimney stack and was demolished between 1990 and 1997. The entire northern building canopy was constructed in 1987. The original building portion also included only the western portion of the southeastern canopy, and an addition was constructed to the east side of the southeastern canopy in 1988. The building was occupied by Concrete Components from at least 1971 to 1976 and Corvo Iron in at least 1981, was vacant in the mid-

1980s, and has been occupied by various steel fabrication companies since at least 1989, some of whose operations included painting activities. The canopies have generally been used for covered exterior storage.

In at least 1974 and 1990, exterior storage, debris, and/or ground disturbance was present on an unpaved area to the northwest of the building, on paved rows located east and north of the subject building, near a paved area to the south of the southeast canopy, and to the south of the building. An unknown structure (possibly a concrete mixing plant) was also present to the south of the building in 1974. The amount of exterior storage, debris, and ground disturbance diminished in the 1980s and has been limited since 1997.

PM completed a Phase I ESA for the subject property dated March 1, 2017, which identified the following onsite RECs:

- Previous subsurface investigations have been completed to assess the long term light industrial operations since 1970, and associated exterior storage activities and septic system, which detected soil and groundwater concentrations exceeding the current Part 201 Residential and Nonresidential Generic Cleanup Criteria. Based on these analytical results, the subject property would be classified as a "facility," as defined by Part 201 of P.A. 451 of the Michigan Natural Resources Environmental Protection Act (NREPA), as amended; and a Baseline Environmental Assessment (BEA) was prepared for the current owner.

- Additionally, review of the 1994 Phase I ESA identified a concentration of polychlorinated biphenyls (PCBs) above the former Type B cleanup standards near paint stained surface soils located in the eastern portion of the subject property. However, the report did not include the specific concentration of PCBs detected and the potential exists for additional concentrations of PCBs to be present.

- During previous site investigation activities completed between 1994 and 2005, only two soil borings were advanced inside the building and under the southeastern canopy, which is insufficient to assess the long term light industrial operations and/or exterior storage activities since 1970. The potential exists for additional subsurface contamination to be present in these areas associated with the long term industrial operations.

No adjoining and/or nearby RECs were identified.

PREVIOUS SITE INVESTIGATIONS

PM reviewed the following previous environmental reports for the subject property. The figures and tables from the previous environmental reports are included in Appendix A. Relevant portions of the reports are included in Appendix C of PM's March 2017 Phase I ESA.

Name of Report	Date of Report	Company that Prepared Report
Draft Phase I ESA, Limited Suspect Asbestos-Containing Materials, and Preliminary Subsurface Investigation	1/14/1994	Clayton Environmental Consultants, Inc.
Subsurface Investigation	2/16/1994	Clayton Environmental Consultants, Inc.

Name of Report	Date of Report	Company that Prepared Report
Additional Soil Sampling Analysis Results	8/4/1994	CTI and Associates, Inc. (CTI)
Remedial Excavation	4/12/1995	CTI
Phase I ESA	2/10/1998	The Traverse Group
Environmental Audit	2/16/1998	The Traverse Group
Phase I ESA	7/5/2005	The Dragun Corporation
Phase II ESA	7/5/2005	The Dragun Corporation
Draft Progress Report	8/1/2013	McDowell & Associates
Phase I ESA	9/18/2014	Applied Ecosystems, Inc.
BEA	9/18/2014	Applied Ecosystems, Inc.
Due Care Plan (DCP)	9/18/2014	Applied Ecosystems, Inc.

1994 Draft Phase I ESA, Limited Suspect Asbestos-Containing Materials, and Preliminary Subsurface Investigation

This report was completed for the subject property and the northeast adjoining vacant property. The following RECs were identified associated with the subject property:

- The presence of potentially hazardous materials (e.g. solvents, waste oil, lubricants, paints, unlabeled and unidentifiable drums and buckets, sandblasting material, empty 55-gallon drums, a stake truck) and nonhazardous general refuse (e.g., vehicle frames, truck trailers, wood, scrap metal) inside the building and in the eastern exterior portion of the property;

- The presence of heavy potential oil-based staining throughout the production area;

- Large areas of potential oil-based staining on the concrete floor surrounding two machinery pits (with an average depth of three inches) located in the center of the production area. The pits appeared to contain a black, oil-soaked material;

- The presence of one visible and/or odorous evidence of a petroleum-like substance in a rectangular-shaped floor pit (with an average depth of four feet) located east of the machinery pits and two large areas of potential oil-based staining on the concrete floor surrounding the floor pit. The floor pit appeared to contain oil and metal shavings;

- The presence of visible and/or odorous evidence of a petroleum-like substance in a round catch basin located in the south central portion of the production area. The catch basin appeared to contain a liquid and sludge material; and

- The presence of visible and/or odorous evidence of a petroleum-like substance in a floor drain located on the south side of the production area in the industrial building.

No adjoining and/or nearby RECs were identified.

On December 21, 1993, Clayton collected an oily liquid sample from the floor pit in the production area; one surficial soil sample in the area of the paint-stained soil and one surface water sample on the eastern portion of the property; one water sample from the production well, one water sample from the catch basin in the production area, and one water sample from the septic tank; and three wipe samples from the stained floor of the production area. The samples were submitted for laboratory analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), PCBs, and Michigan 10 metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), or some combination thereof.

No figures were included and the analytical tables were not legible in the report copy provided for PM's review. Therefore, the analytical data could not be verified and compared to current cleanup criteria. According to the report summary, analytical results reportedly detected concentrations of PCBs detected above the former Michigan Department of Environmental Quality (MDEQ) Type B cleanup criteria and concentrations of metals were detected above the former MDEQ Type A cleanup criteria in a soil sample collected from the paint-stained soil and surface waste sample in the eastern portion of the property, concentrations of acetone and 2-butanone above the former MDEQ Type B cleanup criteria in a water sample collected from the septic tank, and concentrations of various metals detected above the former MDEQ Type B cleanup criteria in the water samples collected from the catch basin, septic tank, and production well. A concentration of lead was also detected in the water sample collected from the catch basin above hazardous waste characterization values.

Clayton recommended an additional subsurface investigation be completed to evaluate the vertical and horizontal extent of the PCB impacted soils in the paint stained areas and whether contamination detected in the septic tank had impacted the septic field. Clayton also recommended the floor pit, catch basin, and septic tank be cleaned and the contents be properly characterized and disposed.

1994 Subsurface Investigation

The 1994 Subsurface Investigation was completed to assess whether the septic system had adversely affected the soil and groundwater at the subject property. The report indicated three manholes for the septic tanks are located along the north side of the building and the associated 60 by 80 foot septic field is located to the northeast of the building.

On January 19, 27, and 28, 1994, Clayton advanced a total of 12 soil borings including: seven soil borings in the area of the septic field (SB-1, SB-2, SB-3, SB-9, SB-10, SB-11, and SB-12), four soil borings around the septic tanks (SB-4 through SB-7), and one soil boring adjacent to the septic tank (SB-8), to a maximum depth of 20.0 feet below ground surface (bgs). Clayton collected 17 soil and five groundwater samples for laboratory analysis of VOCs.

No concentrations of VOCs were detected in any of the soil samples collected from the subject property above laboratory method detection limits (MDLs). A concentration of acetone was detected in the groundwater sample collected at SB-3 above laboratory MDLs, but below the most restrictive Part 201 Residential cleanup criteria. No other concentrations of VOCs were detected in any of the groundwater samples collected above laboratory MDLs.

Refer to Clayton's Site Map with Soil Boring Locations and Tables 1 and 2 for a summary of the analytical results.

1994 Additional Soil Sampling Analysis Results

On May 6, 1994, CTI completed additional investigation to assess the paint-stained soils on the eastern portion of the property. The scope of work consisted of the advancement of two hand augered borings (HA-1 and HA-2) located east and south of concrete pads located in the eastern portion of the subject property. Two soil samples were collected at a depth of 0.0 to 1.0 feet bgs and one surface water sample from the area located south of the concrete pad was collected. The soil samples and water sample were submitted for laboratory analysis of VOCs, PCBs, and total metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc).

Concentrations of ethylbenzene, toluene, xylenes, and 1,1,2,2-tetrachloroethane were detected in the soil sample collected at HA-1 and a concentration of 1,1,2,2-tetrachloroethane was detected in the soil sample collected at HA-2 above laboratory MDLs, but below the most restrictive Part 201 Residential cleanup criteria. However, the concentrations of 1,1,2,2-tetrachloroethane detected in the soil samples collected at HA-1 and HA-2 were above the current MDEQ Residential and Nonresidential Recommended Interim Action Screening Levels (RIASLs).

No concentrations of PCBs were detected in either of the soil samples collected above laboratory MDLs.

A concentration of total chromium was detected in the soil sample collected at HA-2 above Part 201 Residential and Nonresidential Drinking Water Protection (DWP), Groundwater Surface Water Interface Protection (GSIP), and Ambient Air Particulate Soil Inhalation (PSI) cleanup criteria. Concentrations of total chromium and selenium were also detected in the soil sample collected at HA-1 above Part 201 Residential and Nonresidential DWP and/or GSIP cleanup criteria. Concentrations of barium, cadmium, lead, and zinc were detected in the soil samples collected at HA-1 and HA-2 above the Statewide Default Background Levels (SDBLs), but below the most restrictive Part 201 Residential cleanup criteria. The total chromium concentrations were not compared to hexavalent chromium cleanup criteria based on the lack of hexavalent chromium concentrations detected during the 2017 site investigation.

No concentrations of VOCs and PCBs were detected in the surface water sample collected at HA-1 above laboratory MDLs.

Concentrations of lead and mercury were detected in the surface water sample collected at HA-1 above the current Part 201 Residential and Nonresidential Drinking Water (DW) and/or Groundwater Surface Water (GSI) cleanup criteria.

Refer to CTI's Site Map for sample locations and Tables 1 and 2 for a summary of the analytical results.

On July 15, 1994, Clayton completed additional activities to vertically and horizontally delineate the impacted soils located at HA-1 and HA-2. The scope of work consisted of advancing two soil borings in the location of HA-1 and HA-2 and four additional soil borings (SS-1 through SS-10) in each direction of the original boring locations and the collection of 10 soil samples each at a depth of 0.0-1.0 feet bgs for laboratory analysis of VOCs and total metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc).

No concentrations of VOCs were detected in any of the soil samples collected above laboratory MDLs. A concentration of selenium was detected in the soil sample collected at SS-10 above the Part 201 GSIP cleanup criteria. Concentrations of various other metals were also detected in each of the soil samples analyzed above SDBLs, but below the most restrictive Part 201 Residential cleanup criteria.

Refer to CTI's Hand Auger Soil Boring Location Map. No analytical tables were available for SS-1 through SS-10.

1995 Remedial Excavation

CTI submitted eight of the previous soil samples collected (SS-1 through SS-5, SS-7, SS-9, and SS-10) for leachate testing to determine if the total chromium concentrations detected were likely to leach to groundwater. Based on the results, CTI determined the total chromium concentrations were not likely to leach to groundwater.

On February 2, 1995 CTI conducted oversight activities for the excavation of approximately 6.0 cubic yards of soil from the HA-1 and SS-1 through SS-5 locations. The soil was disposed at Woodland Meadows Recycling and Disposal Facility in Wayne, Michigan. No VSR samples were collected.

1998 Phase I ESA

This report was completed for the subject property and the following RECs were identified:

- Potential soil and/or groundwater impact associated with the observed waste oil tank located on the subject property. Evidence of potential release(s) was observed including minor staining of the concrete surface underneath the waste oil tank and the vacuum unit located along the southern building border underneath the overhang; and

- Potential soil and/or groundwater impact associated with the improper disposal of floor cleaning solution and petroleum-like products collected off the shop floor. The floor cleaner waste is emptied into a utility basin that is constructed of concrete approximately 1.0 foot by 1.0 foot and 2.0 to 3.0 inches high. The utility basin has a drain in the bottom that is connected to a septic tank. The septic tank drains to the septic field, located to the northeast of the subject building.

No adjoining and/or nearby RECs were identified.

1998 Environmental Audit

The following relevant findings were identified during the environmental audit:

- Four abandoned drums containing a white unknown substance located on the property, three of which were located south of the building and one was located north of the building adjacent to a pond;

- An unlabeled and uncovered 600-gallon used oil collection tank and the lack of secondary containment, characterization data, manifests, and disposal record keeping;

- Disposal of a highly basic pH detergent in a sink that discharges to the septic field; and
- Use of a mineral spirits parts washer and lack of waste disposal or manifest record keeping.

2005 Phase I ESA

This report was completed for the subject property and the west adjoining property. The following RECs were identified:

- Outdoor storage of unidentifiable materials "on engineered structures" was identified in the 1978 and 1997 aerial photographs;
- The property was used for industrial operations from at least 1970 to present;
- Staining was observed at the former location of the historic waste oil tank in an open canopy area on the south side of the building. The current occupant, Profile Steel and Wire, does not conduct any operations in this area;
- Staining was observed in the building on the concrete floor and outside the covered canopy area adjacent to the dumpster. A septic system has been present on the property since 1970;
- Fill material consisting of broken concrete is present throughout the surface of the eastern portion of the property; and
- A monitoring well (MW-1) was observed on the south side of the property (for monitoring of the south adjoining oil and gas production well).

No adjoining and/or nearby RECs were identified.

2005 Phase II ESA

The 2005 Phase II ESA was completed to assess the RECs identified in the 2005 Phase I ESA. On June 2, 2005, a total of nine soil borings (DSB-1 through DSB-8 and HA-1) were advanced to a maximum depth of 12.0 feet bgs, two temporary monitoring wells (TW-1 and TW-2) were installed, and nine soil samples and two groundwater samples were collected for laboratory analysis of VOCs, semi-volatile organic compounds (SVOCs), PCBs and/or metals. A groundwater sample was also collected from an existing groundwater monitoring well located in the southern portion of the property (MW-1).

No concentrations of VOCs were detected in any of the soil samples collected from the subject property above laboratory MDLs.

Concentrations of several SVOCs were reportedly detected in each of the soil samples collected from the subject property above laboratory MDLs, some of which reportedly exceeded the Part 201 DWP and GSIP cleanup criteria. However, the complete analytical data for SVOCs detected in the soil samples collected was not provided.

A concentration of PCBs was detected in the soil sample collected at DSB-5 (4.0-5.0 feet bgs) above the Toxic Substance Control Act (TSCA) Residential and Nonresidential cleanup

standards. Concentrations of PCBs were also detected in the soil samples collected at DSB-6 (4.0-5.0 feet bgs) and DSB-7 (5.0-6.0 feet bgs) above laboratory MDLs, but below the most restrictive Part 201 Residential cleanup criteria and TSCA Residential cleanup standards.

A concentration of arsenic was detected in the soil sample collected at DSB-2 (1.0-2.0 feet bgs) above the Part 201 Residential and Nonresidential DWP, GSIP, and Residential DC cleanup criteria. Concentrations of selenium were detected in several soil samples collected (DSB-1, DSB-3, DSB-6, DSB-7, and DSB-8 at varying depths between 1.0 and 6.0 feet bgs) above the Part 201 GSIP cleanup criteria. The complete analytical data for metals detected in the soil samples collected was not provided.

Concentrations of benzene, toluene, xylenes, 1,2,4-TMB, and ethylene dibromide were detected in groundwater samples collected above laboratory MDLs. There is no indication that these concentrations exceeded the most restrictive Part 201 Residential cleanup criteria. However, the complete analytical data for VOCs detected in the groundwater samples collected was not provided.

No concentrations of SVOCs were detected in any of the groundwater samples collected from the subject property above laboratory MDLs.

Concentrations of chromium and selenium were detected in the groundwater sample collected at TW-1 above Part 201 GSI cleanup criteria. No other concentrations of metals were detected in any of the groundwater samples above the most restrictive Part 201 Residential cleanup criteria.

Refer to Dragun's Figure 2 for soil boring locations and Tables 1 through 7 for a summary of the analytical results.

2005 Progress Report

On September 9, 2005, McDowell began a Soils Investigation for geotechnical purposes; however, and during the completion of boring 22 and test pit 23, odorous fill soils were encountered.

On September 15, 2005, four test pits were completed in each direction of boring 22 (22N, 22E, 22S, and 22W), three test pits were completed between boring 22 and the south adjoining property (E1, E2, and E3), and two additional test pits were also completed on the south side of the subject building to the west of test pit 23 (23B and 23C). Buried concrete rubble and metal re-rod pieces were encountered within test pits E1 through E3. Perched groundwater was encountered in test pits 23, 23B, 23C, and 22N.

A total of three soil samples and two groundwater samples were collected from the test pits for laboratory analysis of VOCs and SVOCs/PNAs.

Concentrations of 1,2,3-TMB and 1,2,4-TMB were detected in the soil sample collected from test pit 23 above laboratory MDLs, but below the most restrictive Part 201 Residential cleanup criteria. No other concentrations of VOCs were detected in any of the soil samples collected above laboratory MDLs.

Concentrations of 2-methylnaphthalene and 1,2,3-TMB were detected in the groundwater sample collected from test pit 22W above the Part 201 GSI cleanup criteria. Concentrations of various

other VOCs were detected in each of the groundwater samples collected below the most restrictive Part 201 Residential cleanup criteria.

Concentrations of various PNAs were detected in the groundwater sample collected from test pit 22W above the Part 201 GSI cleanup criteria. No concentrations of PNAs were detected in the remaining groundwater sample collected above laboratory MDLs.

Refer to McDowell's Test Pit Location Map and Tables 1 through 3 for a summary of the analytical results.

2014 Phase I ESA

This report was completed for the subject property and a REC was identified based on the documented soil and groundwater contamination detected in 2005.

2014 BEA and DDCC

A BEA and DDCC were completed in 2005 on behalf of TLC Property, LLC and was based on the documented soil and groundwater contamination detected in 2005. The BEA was submitted to the MDEQ (BEA #6479).

CURRENT SITE INVESTIGATIONS

Prior to the commencement of field activities, MissDig, a utility locating service, was contacted to locate utilities on or adjacent to the subject property. Utilities were marked by the respective utility companies where they entered or were located adjacent to the subject property. PM also cleared all soil boring locations of private utilities prior to installation with ground penetrating radar (GPR).

On April 3 and 4, 2017, PM completed subsurface investigation activities at the subject property that consisted of the advancement of 24 soil borings (SB-1 through SB-24) to a maximum depth of 20.0 feet below ground surface (bgs), the installation of seven temporary monitoring wells (SB/TMW-1, SB/TMW-6, SB/TMW-12, SB/TMW-16, SB/TMW-17, SB/TMW-19, and SB/TMW-21), the installation of one sub-slab soil gas sampling point (SSG-1), and the collection of 19 soil samples, seven groundwater samples, and one sub-slab soil gas sample to assess the RECs identified in the March 2017 Phase I ESA. The soil and groundwater samples were submitted to Merit Laboratories, Inc. (Merit), in East Lansing, Michigan for laboratory analysis of volatile organic compounds (VOCs), polynuclear aromatic compounds (PNAs), polychlorinated biphenyls (PCBs), Michigan 10 metals (arsenic, barium, cadmium, total chromium, copper, lead, mercury, selenium, silver, and zinc), hexavalent chromium, or some combination thereof. The soil gas sample was also submitted to Merit for laboratory analysis of VOCs.

Based on the concentrations detected in the soil samples analyzed, additional assessment activities were conducted to assess the vertical and horizontal extent of soil impact identified at SB-6, SB-12, SB-17, SB-19, SB-21, SB-22, and SB-24. On June 19, 2017 and July 7, 2017, PM completed a scope of work consisting of the advancement of 21 soil borings (SB-17R, SB-19R, and SB-25 through SB-43) and the collection of 47 soil samples for laboratory analysis of VOCs, PNAs, and/or PCBs.

The following table summarizes the Phase II ESA activities including total boring/screen depth, objective of the soil borings/temporary monitoring well/soil gas sample point locations, analysis,

objective, and sample selection justification:

Description of Soil Boring/Temporary Monitoring Well/Soil Gas Sample Point Locations

Location and Total Depth (feet bgs)	Sample/ Screen Depth [DTW] (feet bgs)	Analysis	Objectives	Sample Selection (justification)
SB/TMW-1 (15.0)	**Soil:** 2.0-3.0 **Groundwater:** 7.23-12.23 [9.70]	VOCs, PNAs, Michigan 10 Metals	Assess current and historical light industrial operations	**Soil**: A sample was collected from the interval with the highest PID reading (2.7 ppm). **GW:** Sampled.
SB-2 (15.0)	**Soil:** 2.0-3.0	VOCs, PNAs, Michigan 10 Metals	Assess current and historical light industrial operations	**Soil**: A sample was collected from the interval with the highest PID reading (10.4 ppm). **GW:** Not encountered.
SB-3 (20.0)	**Soil:** 15.0-16.0	VOCs, PNAs, Michigan 10 Metals	Assess current and historical light industrial operations	**Soil**: A sample was collected from the interval with the highest PID reading (98.7 ppm). **GW:** Not encountered.
SB-4 (15.0)	**Soil:** 5.5-6.5	VOCs, PNAs, Michigan 10 Metals	Assess current and historical light industrial operations	**Soil**: A sample was collected at the sandy clay/clay interface, based on the lack of field evidence of contamination. **GW:** Not encountered.
SB-5 (15.0)	**Soil:** 12.0-13.0	VOCs, PNAs, Michigan 10 Metals	Assess current and historical light industrial operations	**Soil**: A sample was collected from the interval with the highest PID reading (10.8 ppm). **GW:** Not encountered.
SB/TMW-6 (15.0)	**Soil:** 2.0-3.0 **Groundwater:** 0.00-5.00 [3.35]	VOCs, PNAs, Michigan 10 Metals	Assess current and historical light industrial operations	**Soil**: A sample was collected above the saturated zone, based on the lack of field evidence of contamination. **GW:** Sampled.
SB/TMW-7 (15.0)	**Groundwater:** 7.30-12.30 [9.17]	NA	Assess septic system	**Soil**: Samples not analyzed, based on the lack of field evidence of contamination. **GW:** Sample not analyzed, based on the lack of field evidence of contamination.
SB-8 (15.0)	NA	NA	Assess septic system	**Soil**: Samples not analyzed, based on the lack of field evidence of contamination. **GW:** Not sampled.

Location and Total Depth (feet bgs)	Sample/ Screen Depth [DTW] (feet bgs)	Analysis	Objectives	Sample Selection (justification)
SB/TMW-9 (15.0)	NA	NA	Assess septic system	**Soil**: Samples not analyzed due to the presence of previous data below criteria. **GW:** Sample not analyzed due to the presence of previous data below criteria.
SB-10 (15.0)	**Soil:** 2.0-3.0	VOC, PNAs, PCBs, Selenium	Assess septic system and system leach field	**Soil**: A sample was collected from the interval with the highest PID reading (65.4 ppm). **GW:** Not sampled.
SB-11 (15.0)	**Soil:** 4.0-5.0	VOCs, PNAs, PCBs, Total Chromium, Hexavalent Chromium, Selenium	Assess septic system and system leach field	**Soil:** A sample was collected at the clayey sand/sandy clay interface, based on the lack of field evidence of contamination. **GW:** Not sampled.
SB/TMW-12 (15.0)	**Soil:** 3.5-4.5	VOCs, PNAs, PCBs, Chromium, Selenium	Assess septic system and system leach field	**Soil**: A sample was collected at the gravelly sand/clay interface, based on the lack of field evidence of contamination. **GW:** Sampled.
	Groundwater: 7.30-12.30 [9.80]	VOCs, PNAs, Chromium, Selenium		
SB-13 (10.0)	**Soil:** 1.5-2.5	Chromium	Assess previously identified impact associated with DSB-1 (1.0-2.0 feet bgs) to determine if chromium concentrations are representative of chromium III or chromium VI	**Soil**: A sample was collected at the gravelly sand/clayey sand interface, based on the lack of field evidence of contamination. **GW:** Not sampled.
SB-14 (10.0)	**Soil:** 1.0-2.0	VOCs, PNAs, PCBs, Michigan 10 Metals	Assess previously identified impact associated with DSB-8/TW-2 (2.7-3.5 feet bgs)	**Soil**: A sample was collected from the interval with the highest PID reading (4.6 ppm). **GW:** Not encountered.
SB-15 (10.0)	**Soil:** 7.0-8.0	VOCs, PNAs, PCBs, Michigan 10 Metals	Assess previously identified impact associated with DSB-7 (5.0-6.0 feet bgs)	**Soil**: A sample was collected from the interval with the highest PID reading (2.2 ppm). **GW:** Not sampled.

Location and Total Depth (feet bgs)	Sample/ Screen Depth [DTW] (feet bgs)	Analysis	Objectives	Sample Selection (justification)
SB/TMW-16 (15.0)	**Groundwater:** 2.25-7.25 [4.81]	VOCs and PNAs	Assess previously identified odorous soil, groundwater with a sheen, and impact associated with test pit 22W	**Soil**: Sample not analyzed, based on presence of shallow groundwater. **GW:** Sampled.
SB/TMW-17 (15.0)	**Soil:** 3.0-4.0	VOCs and PNAs	Assess former storage area previously identified impact associated with test pit 23	**Soil**: A sample was collected from the interval with the highest PID reading (89.0 ppm). **GW:** Sampled.
	Groundwater: 3.75-8.75 [5.93]	VOCs and PNAs		
SB-17R (20.0)	**Soil:** 3.0-4.0 7.0-8.0 19.0-20.0	VOCs and PCBs	Replicate and vertically define the soil contamination previously identified at SB-17	**Soil**: Samples were collected from the interval with the highest PID reading (85.1 ppm) and below for vertical delineation. **GW:** Not sampled.
SB-18 (15.0)	**Soil:** 3.5-4.5	VOCs, PNAs, PCBs, Arsenic, Cadmium, Chromium, Lead	Assess exterior storage area located under the northern canopy	**Soil**: A sample was collected at the gravelly sand/sandy clay interface, based on the lack of field evidence of contamination. **GW:** Not encountered.
SB/TMW-19 (15.0)	**Soil:** 3.5-4.5	VOCs, PNAs, PCBs, Arsenic, Cadmium, Chromium, Lead	Assess exterior storage area located under the northern canopy	**Soil**: A sample was collected at the gravelly sand/clay interface above the saturated zone. **GW:** Sampled.
	Groundwater: 8.45-13.45 [10.20]	VOCs, PNAs, Arsenic, Cadmium, Chromium, Lead		
SB-19R (10.0)	**Soil:** 3.5-4.5 6.0-7.0 9.0-10.0	PCBs	Replicate and vertically define the soil contamination previously identified at SB-19	**Soil**: Samples were collected from the interval with the highest PID reading (2.9 ppm) and below for vertical delineation. **GW:** Not encountered.
SB-20 (10.0)	**Soil:** 0.5-1.5	VOCs, PNAs, PCBs, Arsenic, Cadmium, Chromium, Lead	Assess exterior storage located to the north of the northern canopy	**Soil**: A sample was collected at the gravelly sand/sandy clay interface, based on the lack of field evidence of contamination. **GW:** Not encountered.

Location and Total Depth (feet bgs)	Sample/ Screen Depth [DTW] (feet bgs)	Analysis	Objectives	Sample Selection (justification)
SB/TMW-21 (10.0)	**Groundwater:** 4.80-9.80 [6.20]	VOCs, PNAs, Chromium, Selenium	Assess septic system and leach field/mounded soil pile	**GW:** Sample not analyzed, based on shallow groundwater. **GW:** Sampled.
SB-22 (10.0)	**Soil:** 3.5-4.5	VOCs, PNAs, PCBs, Cadmium, Chromium, Lead, Selenium	Assess septic system and leach field/mounded soil pile	**Soil**: A sample was collected at the gravelly sand/clay interface, based on the lack of field evidence of contamination. **GW:** Not encountered.
SB-23 (15.0)	**Soil:** 1.0-2.0	VOCs, PNAs, PCBs, Chromium, Selenium	Assess septic system and leach field/mounded soil pile	**Soil**: A sample was collected above the saturated zone, based on the lack of field evidence of contamination. **GW:** Not sampled.
SB-24 (10.0)	**Soil:** 4.5-5.5	VOCs, PNAs, PCBs, Chromium, Selenium	Assess septic system and leach field/mounded soil pile	**Soil**: A sample was collected at the gravelly sand/clay interface, based on the lack of field evidence of contamination. **GW:** Not encountered.
SB-25 (20.0)	**Soil:** 3.0-4.0 and 13.0-14.0	VOCs and PCBs	Horizontally define the soil contamination previously identified at SB-17	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not sampled.
SB-26 (20.0)	**Soil:** 3.0-4.0, 8.0-9.0, and 19.0-20.0	VOCs and PCBs	Horizontally define the soil contamination previously identified at SB-17	**Soil**: Samples were collected from the interval with the highest PID reading (8.3 ppm) and below for vertical delineation. **GW:** Not sampled.
SB-27 (20.0)	**Soil:** 3.0-4.0, 8.0-9.0, and 19.0-20.0	VOCs and PCBs	Horizontally define the soil contamination previously identified at SB-17	**Soil**: **Soil**: Samples were collected from the interval with the highest PID reading (14.6 ppm) and below for vertical delineation. **GW:** Not sampled.
SB-28 (10.0)	**Soil:** 3.0-4.0 and 8.5-9.5	PCBs	Horizontally define the soil contamination previously identified at SB-19	**Soil**: Samples were collected from the interval with the highest PID reading (0.4 ppm) and below for vertical delineation. **GW:** Not encountered.
SB-29 (10.0)	**Soil:** 3.5-4.5, 5.5-6.5, and 8.0-9.0	PCBs	Horizontally define the soil contamination previously identified at SB-19	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not encountered.

Location and Total Depth (feet bgs)	Sample/ Screen Depth [DTW] (feet bgs)	Analysis	Objectives	Sample Selection (justification)
SB-30 (10.0)	**Soil:** 3.5-4.5 and 7.0-8.0	PCBs	Horizontally define the soil contamination previously identified at SB-19	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not encountered.
SB-31 (10.0)	**Soil:** 3.5-4.5 and 9.0-10.0	PCBs	Horizontally define the soil contamination previously identified associated with the septic system leach field/mounded soil pile (SB-11, 21, 22, 24)	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not encountered.
SB-32 (10.0)	**Soil:** 3.5-4.5 and 9.0-10.0	PCBs	Horizontally define the soil contamination previously identified associated with the septic system leach field/mounded soil pile (SB-11, 21, 22, 24)	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not sampled.
SB-33 (10.0)	**Soil:** 3.0-4.0 and 9.0-10.0	PCBs	Horizontally define the soil contamination previously identified associated with the septic system leach field/mounded soil pile (SB-11, 21, 22, 24)	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not encountered.
SB-34 (10.0)	**Soil:** 3.0-4.0 and 9.0-10.0	PCBs	Horizontally define the soil contamination previously identified associated with the septic system leach field/mounded soil pile (SB-11, 21, 22, 24)	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not encountered.
SB-35 (10.0)	**Soil:** 3.5-4.5 and 7.0-8.0	PCBs	Horizontally define the soil contamination previously identified associated with the septic system leach field/mounded soil pile (SB-11, 21, 22, 24)	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not sampled.

Location and Total Depth (feet bgs)	Sample/ Screen Depth [DTW] (feet bgs)	Analysis	Objectives	Sample Selection (justification)
SB-36 (10.0)	**Soil:** 3.5-4.5 and 9.0-10.0	PCBs	Horizontally define the soil contamination previously identified associated with the septic system leach field/mounded soil pile (SB-11, 21, 22, 24)	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not encountered.
SB-37 (10.0)	**Soil:** 3.5-4.5, 5.0-6.0, and 9.0-10.0	PCBs	Replicate and vertically define the soil contamination previously identified associated with the septic system leach field/mounded soil pile (SB-11, 21, 22, 24)	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not encountered.
SB-38	**Soil:** 3.5-4.5 and 9.0-10.0	PCBs	Replicate and vertically define the soil contamination previously identified associated with the septic system leach field/mounded soil pile (SB-11, 21, 22, 24)	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not encountered.
SB-39 (10.0)	**Soil:** 3.0-4.0 and 7.0-8.0	VOCs and PNAs	Horizontally define the soil contamination previously identified at SB-27	**Soil**: Samples were collected from the interval with the highest PID reading (4.8 ppm) and below for vertical delineation. **GW:** Not encountered.
SB-40 (10.0)	**Soil:** 3.0-4.0 and 7.0-8.0	VOCs and PNAs	Horizontally define the soil contamination previously identified at SB-27	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not sampled.
SB-41 (10.0)	**Soil:** 3.0-4.0 and 7.0-8.0	VOCs and PNAs	Horizontally define the soil contamination previously identified at SB-26	**Soil**: Samples were collected at the previous sample depth and below for vertical delineation. **GW:** Not sampled.
SB-42 (10.0)	**Soil:** 2.5-3.5 and 7.0-8.0	VOCs and PNAs	Horizontally define the soil contamination previously identified at SB-17 and SB-26	**Soil**: Samples were collected from the interval with the highest PID reading (174 ppm) and below for vertical delineation. **GW:** Not encountered.

Location and Total Depth (feet bgs)	Sample/ Screen Depth [DTW] (feet bgs)	Analysis	Objectives	Sample Selection (justification)
SB-43 (10.0)	**Soil:** 1.0-2.0	PCBs	Horizontally define the soil contamination previously identified at SB-17 and SB-26	**Soil**: A sample was collected from the interval with the highest PID reading (8.2 ppm). **GW:** Not sampled.
SG-1	**Soil Gas:** Sub-Slab	VOCs	Assess vapor intrusion pathway	**Soil Gas:** Sampled

DTW: Depth to water table NA: Not Applicable PID: photoionization detector
ppm: parts per million GW: Groundwater

Quality Assurance/Quality Control and Investigation Techniques

The soil borings were advanced to the desired depth using a model 6610 DT Geoprobe® drill rig or a model 6710 DT Geoprobe® drill rig and/or a hand auger equipped with a stainless steel bucket. Soil sampling was performed for soil classification, verification of subsurface geologic conditions, and for investigating the potential and/or extent of contamination at the subject property. Soil samples were generally collected on a continuous basis using a 5-foot macro-core sampler or hand auger equipped with a stainless steel bucket.

During drilling operations, the drilling equipment was cleaned to minimize the possibility of cross contamination. These procedures included cleaning equipment with a phosphate free solution (i.e., Alconox®) and rinsing with distilled water after each sample collection. Drilling and sampling equipment was also cleaned in this manner prior to initiating field activities. Soil collected from 1-foot sample intervals was screened using a photoionization detector (PID) to determine if VOCs were present. Soil from specific depths was placed in plastic bags, sealed, and allowed to volatilize. The headspace within each bag was then monitored with the PID. The PID is able to detect trace levels of organic compounds in the air space within the plastic bag. The PID utilizes a 10.6 electron volts (eV) lamp. Soil samples for VOC analysis were preserved with methanol, in accordance with United States Environmental Protection Agency (USEPA) method 5035. The soil samples were placed in appropriately labeled containers with Teflon lined lids and/or sanitized glass jars.

Temporary monitoring wells were installed at seven soil boring locations (SB/TMW-1, SB/TMW-6, SB/TMW-12, SB/TMW-16, SB/TMW-17, SB/TMW-19, and SB/TMW-21) for groundwater sample collection. At each monitoring well location, new well assembly, consisting of a 5-foot 0.010-inch slot, schedule 40, poly-vinyl chloride (PVC) screen and PVC casing was lowered into the borehole to intersect the water table. After the screen for the well was set to the desired depth, an artificial sand pack or natural sands were allowed to collapse around the well screen. Groundwater samples collected from the temporary monitoring wells were generally collected using low flow sampling methods and protocols using a peristaltic pump equipped with new, chemically inert, 3/8-inch diameter polyethylene and silicon tubing. The groundwater samples were collected with care taken to avoid the potential for cross contamination between the samples and to prevent loss of volatiles to the atmosphere. The groundwater samples for laboratory analyses were transferred directly from the low-flow pump discharge line into appropriately labeled sample containers with Teflon lined lids. Purge water was maintained separate and returned to the wells.

The soil and groundwater samples were placed in an ice packed cooler and transported under chain of custody procedures for laboratory analysis within applicable holding times.

The soil gas sampling was completed in general accordance with the guidelines established in the May 2013 MDEQ Guidance Document for the Vapor Intrusion Pathway, which included the quality assurance/quality control (QA/QC) procedures outlined below.

Prior to the collection of the soil gas sample, the sampling apparatus was determined to be leak free utilizing an isolation chamber that encompassed tubing and associated connections as well as the sampling point. The chamber was charged with helium prior to purging the sampling point of a maximum of three volumes. A helium detector was then applied to the sampling line to ensure no leaks had occurred. The sample was collected using vacuum canister methods, for laboratory analysis of VOCs. The vacuum canister was regulated with a flow rate of 200 ml/minute, which was pre-set at the laboratory.

The soil gas sample was transported under chain of custody procedures for laboratory analysis within applicable holding times.

Upon completion of the investigation, the soil borings were abandoned by removing the temporary well materials/soil gas materials, placing the soil cuttings back into the borehole, filling the void with bentonite chips, hydrating the chips, resurfacing and returning the area to its pre-drilling condition.

GEOLOGY/HYDROGEOLOGY

Based on review of soil boring logs, the soil stratigraphy generally consists of gravelly sand to a depth of approximately 2.0 feet bgs; followed by layers of sand, clayey sand, or sandy clay to depths between 6.0 and 11.0 feet bgs, underlain by clay to a depth of 20.0 feet bgs, the maximum depth explored. A sand or gravelly sand seam was encountered between 9.0 and 15.0 feet bgs at SB-7through SB-13, SB-16, SB-17, SB-17R, SB-19, SB-23, SB-32, SB-41, and SB-43. A stone seam was encountered between 5.0 and 5.5 feet bgs at SB-37 and between 1.5 and 2.0 feet bgs at SB-38.

Limited and perched groundwater was encountered in 23 of the 43 soil boring locations at depths between 3.35 and 10.20 feet bgs. Additionally, an onsite water well is present on the subject property and is located north of the subject building. According to the water well log, static groundwater was encountered at 40.0 feet bgs.

The soil boring/temporary monitoring well logs, which consist of site specific geology, sample/screen depths, and PID readings, are included in Appendix B.

ANALYTICAL RESULTS

PM compared the current and previous analytical results from site investigation activities with the MDEQ Generic Cleanup Criteria and Screening Levels as presented in Part 201 Rules 299.1 through 299.50, dated December 30, 2013 entitled “Cleanup Criteria Requirements for Response Activity”, in accordance with Section 20120a(1) using the Residential and Nonresidential cleanup criteria. Additionally, the groundwater and soil gas analytical results were compared to the MDEQ Media Specific Volatilization to Indoor Air Interim Action Screening Levels, the MDEQ/Michigan Department of Health and Human Services (MDHHS) Residential and Commercial Action and

Trigger Levels, and the EPA Office of Solid Waste and Emergency Response (OSWER) Vapor Intrusion Screening Levels (VISLs). Appendix C contains the laboratory analytical reports.

Summary of 2017 Soil Analytical Results

The soil analytical results are summarized on Figure 3 and 6 and in Tables 1 and 4.

Concentrations of trichloroethylene (TCE), 1,2,3,-trimethylbenzene (TMB), and 1,2,4,-TMB, were detected in the soil sample collected at SB-17 (3.0-4.0 feet bgs) and SB-17R (3.0-4.0 feet bgs) above the MDEQ Part 201 Residential and Nonresidential DWP and/or GSIP cleanup criteria. Additionally, these concentrations and a concentration of 1,3,5-TMB detected at SB-17R exceeded the MDEQ Residential and/or Nonresidential RIASLs. Concentrations of TCE were detected in the soil samples collected at SB-27 (3.0-4.0 feet bgs) and SB-39 (3.0-4.0 feet bgs) above the Part 201 DWP cleanup criteria and the MDEQ Residential and Nonresidential RIASLs. Concentrations of various VOCs were detected at SB-17 (3.0-4.0 feet bgs), SB-17R (3.0-4.0 feet bgs), SB-26 (3.0-4.0 feet bgs) and SB-42 (2.5-3.5 feet bgs) above laboratory MDLs, but were below the most restrictive Part 201 Residential cleanup criteria. No other concentrations of VOCs were detected in any of the remaining soil samples collected above laboratory MDLs.

A concentration of phenanthrene was detected in the soil sample collected at SB-42 (2.5-3.5 feet bgs) above Part 201 GSIP cleanup criteria. A concentration of 2-methylnaphthalene was also detected in the soil sample collected at SB-42 above laboratory MDLs, but below the most restrictive Part 201 Residential cleanup criteria. No other concentrations of PNAs were detected in any of the soil samples analyzed above laboratory MDLs.

Concentrations of PCBs were detected in the soil samples collected at SB-12 (3.5-4.5 feet bgs), SB-17 (3.0-4.0 feet bgs), SB-17R (3.0-4.0 feet bgs), SB-19 (3.5-4.5 feet bgs), SB-21 2.5-3.5 feet bgs), SB-22 3.5-4.5 feet bgs), SB-24 (4.5-5.5 feet bgs), SB-26 (3.0-4.0 feet bgs), SB-27 (3.0-4.0 feet bgs), SB-39 (3.0-4.0 feet bgs), SB-42 (2.5-3.5 feet bgs), and SB-43 (1.0-2.0 feet bgs) above the TSCA Residential and/or Nonresidential cleanup standards. Additionally, the concentrations of PCBs detected in the soil samples collected at SB-12 (3.5-4.5 feet bgs), SB-17 (3.0-4.0 feet bgs), SB-26 (3.0-4.0 feet bgs), SB-27 (3.0-4.0 feet bgs), SB-39 (3.0-4.0 feet bgs), SB-42 (2.5-3.5 feet bgs), and SB-43 (1.0-2.0 feet bgs) exceeded the Part 201 Residential and Nonresidential Direct Contact (DC) cleanup criteria. Concentrations of PCBs were also detected in the soil samples collected at SB-14 (1.0-2.0 feet bgs) and SB-34 (3.0-4.0 feet bgs) above laboratory MDLs, but below the most restrictive Part 201 Residential cleanup criteria and TSCA Residential cleanup standards. No concentrations of PCBs were detected in the remaining soil samples collected above laboratory MDLs

Concentrations of selenium were detected in the soil samples collected at SB-1, SB-2, SB-4, SB-6, SB-14, SB-15, and SB-17 above the Part 201 GSIP cleanup criteria. These soil samples were further analyzed for Synthetic Precipitate Leaching Procedure (SPLP) to determine if the identified selenium concentrations would leach to groundwater. Analytical results from the SPLP analysis did not identify selenium concentrations above laboratory MDLs in the leachate; therefore, the selenium concentrations identified in the shallow soil samples will not leach to the groundwater at concentrations above the most restrictive Part 201 Residential cleanup criteria. Based on total chromium concentrations in SB-12, SB-13, SB-14, SB-19, and SB-22 above SDBLs, these soil samples were analyzed for hexavalent chromium for comparison to appropriate cleanup criteria. No concentrations of hexavalent chromium were detected above laboratory MDLs. Therefore, the total chromium concentrations were compared to trivalent chromium cleanup criteria, which

were not exceeded. Concentrations of various other Michigan 10 Metals were also detected in several of the soil samples collected above laboratory MDLs, but were below the SDBLs and/or the most restrictive Part 201 Residential cleanup criteria.

Summary of 2017 Groundwater Analytical Results

The groundwater analytical results are summarized on Figure 4 and in Table 2.

Concentrations of TCE and 1,2,3-TMB were detected in the groundwater sample collected from SB/TMW-17 above the Part 201 Residential and Nonresidential DW and/or GSI cleanup criteria. Additionally, the concentration of TCE detected at SB/TMW-17 exceeded the MDEQ Residential and Nonresidential RIASLs. Various other concentrations of VOCs were detected in the groundwater samples collected at SB/TMW-6 and SB/TMW-17 above laboratory MDLs, but were below the most restrictive Part 201 Residential cleanup criteria. No concentrations of VOCs were detected in any of the remaining groundwater samples collected from the subject property above laboratory MDLs.

No concentrations of PNAs were detected in any of the groundwater samples collected from the subject property above laboratory MDLs.

A concentration of selenium was detected in the groundwater sample collected from SB/TMW-6 above the Part 201 GSI cleanup criteria. Based on the absence of other target analytes in SB/TMW-6, the elevated selenium concentration is likely attributed to sediment in the sample collected from the temporary monitoring well, and not indicative of a release of selenium. No concentrations of any other Michigan 10 Metals were detected in any of the groundwater samples analyzed from the subject property above laboratory MDLs.

Summary of 2017 Soil Gas Analytical Results

The soil gas analytical results are summarized on Figure 5 and in Table 3.

Concentrations of various VOCs were detected in the soil gas sample collected from SG-1 above laboratory MDLs, but were below the MDEQ Media Specific Volatilization to Indoor Air Residential and Nonresidential Interim Action Screening Levels, the MDEQ/MDHHS Residential and Commercial Screening Levels, and the EPA OSWER Residential and Commercial VISLs.

CONCLUSIONS AND RECOMMENDATIONS

On April 3 and 4, 2017, PM completed subsurface investigation activities at the subject property that consisted of the advancement of 24 soil borings (SB-1 through SB-24), the installation of seven temporary monitoring wells (SB/TMW-1, SB/TMW-6, SB/TMW-12, SB/TMW-16, SB/TMW-17, SB/TMW-19, and SB/TMW-21), the installation of one sub-slab soil gas sampling point (SSG-1), and the collection of 19 soil samples, seven groundwater samples, and one sub-slab soil gas sample to assess the RECs identified in the March 2017 Phase I ESA. The soil and groundwater samples were submitted for laboratory analysis of VOCs, PNAs, PCBs, Michigan 10 metals, and hexavalent chromium, or some combination thereof. The soil gas sample (SSG-1) was submitted for laboratory analysis of VOCs.

Based on the concentrations detected in the soil samples analyzed, additional assessment activities were conducted to assess the vertical and horizontal extent of soil impact identified at

SB-6, SB-12, SB-17, SB-19, SB-21, SB-22, and SB-24. On June 19, 2017 and July 7, 2017, PM completed a scope of work consisting of the advancement of 21 soil borings (SB-17R, SB-19R, and SB-25 through SB-43) and the collection of 47 soil samples for laboratory analysis of VOCs, PNAs, and/or PCBs.

Concentrations of various VOCs were detected in the soil samples collected at SB-17 (3.0-4.0 feet bgs), SB-17R (3.0-4.0 feet bgs), SB-27 (3.0-4.0 feet bgs), and SB-39 (3.0-4.0 feet bgs) above the Part 201 Residential and Nonresidential DWP and/or GSIP cleanup criteria, and/or Residential and Nonresidential RIASLs. No concentrations of VOCs were detected in any of the remaining soil samples collected above laboratory MDLs and/or the most restrictive Part 201 Residential cleanup criteria/RIASLs.

A concentration of phenanthrene was detected in the soil sample collected at SB-42 (2.5-3.5 feet bgs) above Part 201 GSIP cleanup criteria. No other concentrations of PNAs were detected in any of the soil samples analyzed above laboratory MDLs and/or the most restrictive Part 201 Residential cleanup criteria.

Concentrations of PCBs were detected in the soil samples collected at SB-12 (3.5-4.5 feet bgs), SB-17 (3.0-4.0 feet bgs), SB-17R (3.0-4.0 feet bgs), SB-19, SB-21, SB-22, SB-24 (, SB-26 (3.0-4.0 feet bgs), SB-27 (3.0-4.0 feet bgs), SB-39 (3.0-4.0 feet bgs), SB-42 (2.5-3.5 feet bgs), and SB-43 (1.0-2.0 feet bgs) above the Part 201 Residential Direct Contact cleanup criteria and/or TSCA Residential and/or Nonresidential cleanup standards. No concentrations of PCBs were detected in the remaining soil samples collected above the most restrictive Part 201 Residential cleanup criteria and TSCA Residential cleanup standards.

Concentrations of various metals were detected in each of the soil samples collected above laboratory MDLs, but below the SDBLs and/or the most restrictive Part 201 Residential cleanup criteria.

Concentrations of various VOCs were detected in the groundwater sample collected from SB/TMW-17 above the Part 201 Residential and Nonresidential DW and/or GSI cleanup criteria and Residential and Nonresidential RIASLs. No concentrations of VOCs were detected in any of the remaining groundwater samples collected from the subject property above laboratory MDLs and/or the most restrictive Part 201 Residential cleanup criteria/RIASLs.

No concentrations of PNAs were detected in any of the groundwater samples collected from the subject property above laboratory MDLs.

A concentration of selenium was detected in the groundwater sample collected from SB/TMW-6 above the Part 201 GSI cleanup criteria; however, this elevated concentration is attributed to sediment in the sample and is not indicative of site conditions. No concentrations of any other metals were detected in any of the groundwater samples analyzed from the subject property above laboratory MDLs.

No concentrations of VOCs were detected in the soil gas sample collected from SG-1 above the MDEQ Media Specific Volatilization to Indoor Air Residential and Nonresidential Interim Action Screening Levels, the MDEQ/MDHHS Residential and Commercial Screening Levels, and the EPA OSWER Residential and Commercial VISLs.

Based on these analytical results, concentrations of target analytes were detected in the soil and groundwater samples collected from the subject property above the most restrictive Part 201 Residential cleanup criteria; therefore, the subject property would be considered a "facility," as defined in Section 20101(1)(r) of Part 201, of P.A. 451 of 1994, as amended. The purchaser would be eligible to complete a BEA for liability protection.

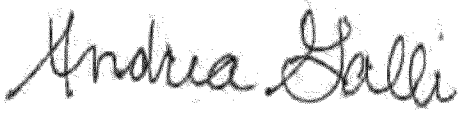
The RECs associated with the subject property identified in PM's March 2017 Phase I ESA have been adequately assessed. However, the owner of a "facility" has due care obligations to prevent unacceptable exposures. The areas of concern have been delineated horizontally and vertically to below Part 201 cleanup criteria. PM recommends excavation of impacted soil and perched groundwater to below applicable Part 201 Residential cleanup criteria and Residential RIASLs, which will eliminate complete/potentially complete exposure pathways.

If you have any questions related to this report, please contact our office at (800) 313-2966.

Sincerely,

PM Environmental, Inc.

REPORT PREPARED BY:



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REPORT REVIEWED BY:



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Tables

PM ENVIRONMENTAL Environmental & Engineering Services

Table 1: Eligible Activities Cost Estimates	
Item/Activity	**Total Request**
Baseline Environmental Assessments	
Phase II ESA	$ 47,208
BEA and DDCC	$ 5,500
Asbestos Survey, Sampling & Reporting Work	$ 4,950
Baseline Environmental Assessments Sub-Total	**$ 57,658**
Due Care Activities	
Soil and Perched Groundwater Excavation, Transport, Disposal and Restoration	$ 400,000
Post Excavation Groundwater Sampling and Monitoring	$ 50,000
Oversight, Sampling and Reporting by Environmental Professional	$ 50,000
Due Care Activities Sub-Total	**$ 500,000**
Demolition	
Building Demolition	$ 180,000
Site Demolition	$ 65,000
Demolition Sub-Total	**$ 245,000**
Preparation and Implementation of Brownfield Plan	
Brownfield Plan and Implementation	$ 20,000
Brownfield Plan and Act 381 Workplan Sub-Total	**$ 20,000**
Eligible Activities Sub-Total	**$ 822,658**
15% Contingency*	$ 111,750
Developer Eligible Reimbursement Total	**$ 934,408**
TIF Capture for Local Brownfield Revolving Fund	$ 934,408
Administrative Fee	$ 20,000
State Brownfield Fund	$ 213,517
Total	**$ 2,102,333**

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Baseline Environmental Assessments

Table 2: Tax Increment Financing Estimates

		2017	2022	2023	2024	2025	
			Year 1	Year 2	Year 3	Year 4	
Base Combined Taxable Value		$ 1,189,320	$ 1,189,320	$ 1,189,320	$ 1,189,320	$ 1,189,320	
Projected Taxable Value (estimated annual increase of 1%)			$ 18,700,000	$ 18,887,000	$ 19,075,870	$ 19,266,629	
Incremental Difference (Projected Tax Value *minus* Existing Tax Value)			$ 17,510,680	$ 17,697,680	$ 17,886,550	$ 18,077,309	
Local Taxes - Millage							
Oak ISD Voted	3.1113	$ 3,700	$ 54,481	$ 55,063	$ 55,650	$ 56,244	**$ 221,438**
Oak ISD Alloc	0.1966	$ 234	$ 3,443	$ 3,479	$ 3,516	$ 3,554	**$ 13,992**
OCCC	1.5555	$ 1,850	$ 27,238	$ 27,529	$ 27,823	$ 28,119	**$ 110,708**
Novi School Sinking Fund	0.4879	$ 580	$ 8,543	$ 8,635	$ 8,727	$ 8,820	**$ 34,725**
General	4.9206	$ 5,852	$ 86,163	$ 87,083	$ 88,013	$ 88,951	**$ 350,210**
Streets	1.4708	$ 1,749	$ 25,755	$ 26,030	$ 26,308	$ 26,588	**$ 104,680**
Police/Fire	1.4003	$ 1,666	$ 24,520	$ 24,782	$ 25,047	$ 25,314	**$ 99,662**
Parks & Rec	0.3780	$ 450	$ 6,619	$ 6,690	$ 6,761	$ 6,833	**$ 26,903**
Drains	0.2648	$ 315	$ 4,637	$ 4,686	$ 4,736	$ 4,787	**$ 18,846**
Library	0.7567	$ 900	$ 13,250	$ 13,392	$ 13,535	$ 13,679	**$ 53,856**
Cap Imp	0.9856	$ 1,172	$ 17,259	$ 17,443	$ 17,629	$ 17,817	**$ 70,147**
OC Parks & Rec	0.2368	$ 282	$ 4,147	$ 4,191	$ 4,236	$ 4,281	**$ 16,854**
HCMA	0.2140	$ 255	$ 3,747	$ 3,787	$ 3,828	$ 3,869	**$ 15,231**
OC Operating	4.0400	$ 4,805	$ 70,743	$ 71,499	$ 72,262	$ 73,032	**$ 287,536**
Total Local Taxes (capturable)	**20.0189**	$ 23,809	**$ 350,545**	**$ 354,288**	**$ 358,069**	**$ 361,888**	**$ 1,424,790**
State School Taxes (capturable)							
Novi School Operating (All)	2.7951	$ 3,324	$ 48,944	$ 49,467	$ 49,995	$ 50,528	**$ 198,933**
Novi School Recreation	0.9695	$ 1,153	$ 16,977	$ 17,158	$ 17,341	$ 17,526	**$ 69,001**
SET	6.0000	$ 7,136	$ 105,064	$ 106,186	$ 107,319	$ 108,464	**$ 427,033**
School Operating*	17.8544	$ 21,235	$ -	$ -	$ -	$ -	
Total School Taxes (non-homestead only)**	**9.7646**	$ 11,613	**$ 170,985**	**$ 172,811**	**$ 174,655**	**$ 176,518**	**$ 694,968**
Total Capturable Millages**	**29.7835**	$ 35,422	**$ 521,529**	**$ 527,099**	**$ 532,724**	**$ 538,406**	**$ 2,119,758**
Non-Capturable Millages							
Novi Debt	7.0000	$ 8,326	$ 122,675	$ 123,864	$ 125,206	$ 126,541	$ 498,286
2008 Libr Debt	0.3608	$ 429	$ 6,318	$ 6,385	$ 6,453	$ 6,522	$ 25,679
Zoo Authority	0.0980	$ 117	$ 1,716	$ 1,734	$ 1,753	$ 1,772	$ 6,975
Art Institute	0.1961	$ 233	$ 3,434	$ 3,471	$ 3,508	$ 3,545	$ 13,957
Total Non-Capturable Millages	7.6549	$ 9,104	$ 134,143	$ 135,474	$ 136,920	$ 138,380	$ 544,816
Total Millages**	37.4384	$ 44,526	$ 655,672	$ 662,573	$ 669,644	$ 676,786	
Annual Local Incremental Taxes			$ 350,545	$ 354,288	$ 358,069	$ 361,888	
Annual School Incremental Taxes			$ 170,985	$ 172,811	$ 174,655	$ 176,518	
Local Admin Fee			$ 5,000	$ 5,000	$ 5,000	$ 5,000	**$ 20,000**
3 Mils from SET to State Brownfield Fund			$ 52,532	$ 53,093	$ 53,660	$ 54,232	**$ 213,517**
Annual Local Incremental Taxes Minus Admin Fee			$ 345,545	$ 349,288	$ 353,069	$ 356,888	
Annual School Incremental Taxes Minus State Fund			$ 118,453	$ 119,718	$ 120,995	$ 122,286	
Total Combined Yearly Captured Taxes			**$ 463,997**	**$ 469,006**	**$ 474,064**	**$ 479,174**	**$ 1,886,241**
Cumulative Combined Captured Taxes			**$ 463,997**	**$ 933,003**	**$ 1,407,068**	**$ 1,886,241**	
MDEQ Reimbursed Expenses							
Local Taxes			$ 345,545	$ 282,515	$ -		$ 628,060
School Taxes			$ 118,453	$ 119,718	$ 68,178		$ 306,348
Total			$ 463,997	$ 402,233	$ 68,178		**$ 934,408**
Unreimbursed MDEQ Eligible Expenses		**$ 934,408**	**$ 470,411**	**$ 68,178**	**$ -**		
Local Site Remediation Revolving Fund Capture							
Local Taxes					$ 318,641	$ 309,418	$ 628,060
School Taxes (DEQ Only)					$ 87,245	$ 219,103	$ 306,348
Total					**$ 405,886**	**$ 528,522**	**$ 934,408**

* Estimated that these taxes will not be available as a principal residence exemption will apply and therefore are not calculated in the totals within this table

** Non-homestead school operating taxes have been included in the total

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
Local	67.21%	$ 628,060	$ -	$ 628,060
State	32.79%	$ 306,348	$ -	$ 306,348
TOTAL	**100.00%**	**$ 934,408**	**$ -**	**$ 934,408**

LBRF Capture	Proportionality	School & Local Taxes	Total
Local	67.21%	$ 628,060	$ 628,060
State (MDEQ)	32.79%	$ 306,348	$ 306,348
TOTAL	**100%**	**$ 934,408**	**$ 934,408**

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

BROWNFIELD REDEVELOPMENT AUTHORITY

Under the Brownfield Redevelopment Act PA 381 of 1996, as amended, a municipality may create a brownfield Redevelopment Authority (BRA) to develop and implement brownfield projects. A BRA is a resource that may use Tax Increment Financing (TIF) as a tool for property redevelopment.

WHO IS ELIGIBLE TO HAVE AN AUTHORITY?

Any city, village, township or county may create a BRA. A county BRA may be involved with eligible property throughout the county, but may not include a project in their brownfield plan unless the affected municipality concurs that the site in their community may be included in the county's plan.

HOW DOES IT WORK?

Once created, a BRA reviews proposals for the redevelopment of eligible property and determines what financial incentives are necessary to assist the redevelopment. The authority prepares a plan that identifies the brownfield projects. Each project section of the plan includes the description of the eligible property, the eligible activities, the TIF approach to be taken and other issues related to the subject parcels. The authority then recommends to the governing body of the municipality (city or village council, township board or county commission) that the decision-making body holds a public hearing regarding the plan and subsequently acts to approve with modifications or deny the plan. The authority would recommend revisions to the plan as new projects are submitted or revisions are requested on existing plan projects.

WHAT IS THE PROCESS?

The municipality may hold informational meetings to explain the purpose, powers and benefits of a BRA. In order to create an authority, the municipality must do the following:

1. The governing body of the municipality may adopt a resolution of intent to create an authority that includes a date for holding a public hearing on the adoption of a proposed resolution creating an authority.
2. The notice of the public hearing to create a BRA must include a date, time and place of the hearing.
3. The governing body holds a public hearing.
4. Not more than 30 days after the hearing the governing body adopts a resolution creating the BRA. A copy of the resolution must be filed with the Michigan Secretary of State promptly after its adoption.
5. The governing body designates the members of the authority. The authority members may be chosen from an existing downtown development authority (DDA), local development financing authority (LDFA), tax increment financing authority (TIFA), economic development corporation (EDC) or appointed at-large by the chief executive officer of the municipality.

Subsequently, the authority can hold meetings in order to elect officers of the board, to adopt by-laws of the authority and to adopt governing rules.

WHY WOULD A COMMUNITY WANT TO CREATE THIS AUTHORITY?

The creation of a BRA allows local decision-making in the various aspects of brownfield redevelopment. Through redevelopment, a municipality can:

- Focus development in existing service areas.
- Enhance tax base through private development.
- Receive multiple taxing jurisdiction participation in redevelopment financing.
- Provide reimbursement for eligible brownfield activities.

A BRA provides a municipality with the opportunity to create a local brownfield financing resource, enhance local economic development capacities and market difficult sites based on the private investment incentives.

SUPPORTING STATUTE

Public Act 381 of 1996

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COMMUNITY DEVELOPMENT BROWNFIELD PROGRAM OVERVIEW

The Brownfield Program uses tax increment financing (TIF) to reimburse brownfield related costs incurred while redeveloping contaminated, functionally obsolete, blighted or historic properties. It is also responsible for managing the Single Business Tax and Michigan Business Tax Brownfield Credit legacy programs (SBT/MBT Brownfield Credits).

The Michigan Strategic Fund (MSF) with assistance from the Michigan Economic Development Corporation (MEDC), administers the reimbursement of costs using state school taxes (School Operating and State Education Tax) for non-environmental eligible activities that support redevelopment, revitalization and reuse of eligible property. The MEDC also manages amendments to SBT/MBT Brownfield Credit projects approved by MSF. The Michigan Department of Environmental Quality (MDEQ) administers the reimbursement of environmental response costs using state school taxes for environmental activities, and local units of government sometimes use only local taxes to reimburse for eligible activities (i.e., "local-only" plans). The state statutory authority for the Brownfield Redevelopment Financing Act program is Act 381 of 1996, as amended (Act 381).

Two categories of eligible activities under TIF are available across the state; demolition and lead and asbestos abatement. Two additional eligible activities are available in any qualified local government unit[1] (QLGU) or on property owned by a land bank; site preparation and infrastructure improvements. Land banks may also be reimbursed for costs related to conveying and managing property that is in their possession. The non-environmental program generally targets industrial site reuse, and urban development with mixed-use components.

The Brownfield Redevelopment Authority (BRA) is the local jurisdiction entity that manages the development of brownfield plans. After approval of a brownfield plan by the local governing body, the BRA may request capture of state school taxes via a work plan submitted to the MEDC and/or MDEQ. There are 295 BRAs in Michigan, and approximately 467 brownfield plans that are active or have been completed across the state (as reported to the MEDC in September 2015). These authorities vary in terms of their participation with MSF and/or MDEQ to request state school taxes for TIF reimbursement.

MEDC staff recommends policy documents, school tax capture work plans, school tax capture amendments and amendments to SBT/MBT brownfield credits to the MSF for consideration. The MEDC manages all work plans and SBT/MBT brownfield credits approved by the board, including assuring reporting obligations and compliance.

Eligible program uses under TIF include:
- Demolition
- Lead and asbestos abatement
- Site preparation
- Infrastructure improvements
- Assistance to land banks and local government units

Eligible program uses under legacy SBT/MBT Brownfield Credits include:
- Demolition
- Lead and asbestos abatement
- Building renovation
- New construction
- Purchased or leased equipment

TAX INCREMENT FINANCING PROCESS

The work plan submission and approval is a multiple step process. Work plans are received on an ongoing basis and eligible activities must be in accordance with the Act 381 guidance issued by MEDC. Once a project is identified, the BRA or local government representative works with MEDC staff to perform the following steps:

I. Initial evaluation

a. Project scoping and submittal of a draft work plan and other supporting documentation provided to MEDC community assistance team or business development manager to determine initial support.
b. MEDC leadership consideration of initial support and if supported, letter of interest provided.

[1] *As defined in PA 146 of 2000, MCL 125.2781 to 125.2797*

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II. Work plan submission, review and MSF consideration

a. BRA or local government representative submits a work plan or amended work plan, brownfield plan, approving resolutions, transmittal letter, and executed reimbursement agreement to MEDC after project is approved by local governing body.
b. Due diligence performed to verify that BRA is compliant with Act 381 reporting requirements. MEDC staff reviews proposed eligible activities for compliance with MSF guidance, and makes a recommendation to the MSF board or delegated representative.
c. MSF board or delegated representative determines support for the project.
d. Local government unit administers TIF capture and is subject to reporting requirements.

III. Reporting requirements (TIF work plans only)

a. BRA submits information annually to MEDC via online portal for each project currently collecting tax increment revenue
b. MEDC and MDEQ compiles information and provides report to legislature.

SBT/MBT BROWNFIELD CREDITS

I. Amendments

a. Amendment application is submitted and amendment request is vetted by brownfield program staff and brownfield program leadership.
b. If amendment is supported, remaining amendment request forms and any other materials required for review is submitted to brownfield program staff.
c. MSF board or delegated representative determines support for the project.

II. Project completion

a. Qualified taxpayer sends certificate of completion request to MEDC brownfield staff.
b. Certificate of completion request is reviewed and sent to MEDC compliance for review.
c. If certificate of completion request fulfills statutory requirements, certificate of completion is issued. Qualified taxpayer may then submit the certificate of completion to Department of Treasury for refund, or tax abatement

CONTACT INFORMATION

For more information, contact the MEDC customer contact center at 517.373.9808.

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EXHIBIT F

0074563

LIBER 52825 PAGE 738
$21.00 MISC RECORDING
$4.00 REMONUMENTATION
$5.00 AUTOMATION
05/15/2019 01:50:34 PM RECEIPT# 50228
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 MAY 13 AM 11:26

PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY DEVELOPMENT AGREEMENT - VILLAS AT STONEBROOK

THIS PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 10th day of APRIL, 2019, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 100 Bloomfield Hills Parkway, Suite 300, Bloomfield Hills, MI 48304, (the "Pulte Homes"), and the CITY OF NOVI, a Michigan municipal corporation , whose address is 45175 West Ten Mile Road, Novi, MI 48375-3024 ("City").

RECITATIONS:

I. Pulte Homes intends to develop the "Land" described on Exhibit A, attached and incorporated herein. The Land is one parcel of property of approximately 26 acres in area. Developer proposes to develop the Land as the Villas at Stonebrook, a 43 duplex building (86-homes) multifamily residential community (the "Project") as set forth in the PSLR Overlay Concept Plan, which has been submitted to the City for review and approval under applicable provisions of the City Code, including the City's Zoning Ordinance (the "Zoning Ordinance"). The PSLR Overlay Concept Plan as hereby approved is a conceptual or illustrative plan for the potential development of the Land under the PSLR Overlay District that includes building elevations and site improvements. Such PSLR Overlay Concept Plan approval is not an approval to construct any of the proposed improvements as shown.

35P

II. This Agreement shall not be effective until executed by Pulte Homes and recorded with the office of the Oakland County Register of Deeds pursuant to Section 9 herein and the City's Zoning Ordinance. As used in this Agreement, the term "Developer" shall mean Pulte Homes and its successors and assigns. Pulte Homes acknowledges that no permits of any kind to conduct any work or improvements on the Land shall be issued until this Agreement has been fully executed by Pulte Homes and recorded with the office of the Oakland County Register of Deeds.

III. The City may grant site plan approval prior to Pulte Homes acquiring fee simple title to the Land, but site plan approval shall not be effective and shall not grant any rights whatsoever until this Agreement has been recorded with the office of the Oakland County Register of Deeds.

OK - AB

IV. For purposes of improving and using the Land for the Project, Developer petitioned the City to consider approval for the Project under a PSLR Overlay Development Agreement application that included a PSLR Overlay Concept Plan, first dated August 30, 2017, with modifications dated December 29, 2017, and on file in the Community Development Office; a traffic impact assessment; and a list of proposed deviations and waivers.

V. The Land is zoned I-2 (General Industrial), with a PSLR Overlay that covers the entire parcel. The PSLR Overlay zoning classification provides the Developer and the City with a residential use that is compatible with the City's Master plan and with existing adjacent developments. The PSLR Overlay zoning classification provides the Developer with certain material development options with respect to the Land that are not available under the I-2 (General Industrial) classification and that would be a distinct material benefit and advantage to the Developer. The PSLR Overlay zoning classification is consistent with the City's Master Plan for Land Use showing the Land as part of the future Suburban Low-Rise use.

VI. The City has reviewed the Developer's proposed petition to consider a PSLR Overlay Development Agreement application under the terms of the PSLR Overlay District provisions of the City's Zoning Ordinance and has reviewed the Developer's proposed PSLR Overlay Concept Plan, the traffic impact analysis, and the Developer's proposed deviations and waivers. The City has found that the PSLR Overlay Concept Plan meets the intent of the PSLR Overlay District ordinance in that it provides a reasonable transition from the higher intensity hospital uses in the area to the adjacent residential uses, subject to the terms and conditions of this Agreement.

VII. In petitioning for consideration of a PSLR Development Agreement Application, Developer has expressed as a firm and unalterable intent that Developer will develop and use the Land in conformance with the PSLR Overlay Concept Plan and the conditions (herein referred to as the "Conditions") set forth in Paragraph 4, below.

VIII. The PSLR Overlay Concept Plan is acknowledged and agreed by the City and Developer to be a conceptual plan for the purpose of depicting the general area contemplated for development on the Land. The Developer will be required to obtain site plan approval for the development of the improvements to be constructed on the Land (i.e., the Project) in accordance with the terms of the PSLR Overlay District ordinance and this Agreement.

IX. Some deviations and waivers from the provisions of the City's ordinances, rules, or regulations as to the Project are depicted in the PSLR Overlay Concept Plan, as specifically described below, and are approved by virtue of this Agreement. However, except as to such specific deviations and waivers as enumerated herein, the development of the Land under the requirements of the PSLR Overlay District shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under all applicable laws, ordinances, and regulations pertaining to such development, including, but not limited to, site plan approval, storm water management plan approval, woodlands and wetlands permits, facade approval, landscape approval,

engineering plan approval, and payment of review and inspection fees and performance guarantees pertaining to the proposed development of the Land.

X. The building design and layout, facade, and elevations shall be substantially similar to that submitted as part of the Developer's final approval request, as depicted in the PSLR Overlay Concept Plan, or as the same shall be approved by the City in connection with the site plan approval for the improvements to be constructed on the Land, it being acknowledged and agreed that the PSLR Overlay Concept Plan and final site plan may be modified if approved by the City.

XI. The parties acknowledge that this Agreement contains terms and conditions that are binding on Developer.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Each and every provision, representation, term, condition, right, and obligation set forth in Recitations I-XI is binding upon the parties of this Agreement and is incorporated as a part of this Agreement.

As provided in the PSLR Overlay District ordinance, including Section 3.1.27 and Section 3.21 of the City's Zoning Ordinance, no use of the Land shall be allowed except the uses shown on the PSLR Overlay Concept Plan for the operation of the Project. Site plan review for the development of the Land is required in accordance with the terms of the City's ordinances; provided, however, that modifications to the improvements to be constructed on the Land shall be permitted subject to the City's approval.

Notwithstanding the foregoing, except for the deviations provided for in Paragraph 2 below, relating to specific ordinance deviations, Developer shall also comply with all requirements in the staff and review letters as follows:

(1) Planning review dated January 30, 2018
(2) Engineering review dated January 30, 2018
(3) Landscape review dated January 12, 2018
(4) Wetland review dated January 29, 2018
(5) Woodland review dated January 29, 2018
(6) Traffic review dated January 25, 2018
(7) Traffic Impact Assessment Review dated December 5, 2017
(7) Fire Marshal review dated January 12, 2018
(8) Façade review dated February 19, 2018

In addition,

(1) Developer and its successors, assigns, and/or transferees shall at all times act in conformance with the PSLR

Overlay Concept Plan and Conditions, all as described above and incorporated herein.

(2) Developer and its successors, assigns, and/or transferees shall forbear from acting in a manner inconsistent with the PSLR Overlay Concept Plan and Conditions, incorporated herein.

(3) Developer shall commence and complete all actions reasonably necessary to carry out the PSLR Overlay Concept Plan and all of the Conditions incorporated herein.

2. The following deviations and waivers from the standards of the City's Zoning Ordinance with respect to the Land are hereby authorized pursuant to Section 3.21 of the City's Zoning Ordinance and as shown on the PSLR Overlay Concept Plan or final approved site plan:

a. Deviation from Sec. 3.21.I.c to allow a Traffic Impact Assessment in lieu of required Traffic Impact Study as the number of estimated trips from this Project do not exceed the City's threshold;

b. Deviation from Sec. 3.21.2.A.i to allow building to front on an approved private driveway, which does not conform to the City standards with respect to required sixty foot right-of-way, due to the type of development proposed for active senior adult development, and because of the applicant's offer to provide an easement for the adjacent property to share access if needed;

c. Deviation from Sec. 3.21.2.A.ii & Sec 3.1.27.D to allow modifications to the required front and side yard setbacks (as indicated on the PSLR Overlay Concept Plan), due to the type of development proposed for active senior adult development;

d. Deviation from Sec. 3.21.2.A.ii & Sec 3.1.27.D to allow reduction of minimum distance between buildings by 5 feet (30 feet required, 25 feet proposed), due to the type of development proposed for active senior adult development;

e. Deviation from Sec. 3.21.2.B to allow full time access drives to be connected to a section-line road as opposed to a non-section line roads, as the Developer is proposing to provide access and utility easements to neighboring properties to eliminate multiple curb cuts on Wixom Road;

f. Deviation from Sec. 5.5.3.F.ii.b.(2) to allow placement of street trees between the sidewalk and the building, provided that the trees

are at least five (5) feet away from the sidewalk, as opposed to between the sidewalk and curb, due to type of development proposed;

g. Deviation from Sec. 5.5.3.F.ii.b.(1) to allow additional sub-canopy trees in lieu of deciduous canopy or large evergreen trees, provided the Developer limits the percentage of proposed sub-canopy trees within 25 percent of total required canopy trees, as it will provide additional visual and species diversity to the site;

h. Deviation from Sec. 3.21.2.A.iii and Sec. 5.5.3 to allow absence of required landscaped berm along Wixom Road frontage, due to limited frontage and flag shaped lot/parcel involved;

i. Deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property boundary, due to conflict with existing wetlands;

j. Deviation from Chapter 7(c) (1) of Engineering Design manual for reducing the distance between the sidewalk and back of the curb. A minimum of 7.5 feet is allowed;

k. Deviation from Section 11-216 (Figure IX.5) of City's Code of Ordinances for reduction of residential driveway taper depth (10 feet required, 7.5 feet proposed) due to proximity of proposed sidewalk within the development.

3. Each of the provisions, requirements, deviations/waivers, and conditions in this Agreement and the features and components provided in the PSLR Overlay Concept Plan meet the intent of the PSLR Overlay District, subject to the terms and conditions of this Agreement.

4. Developer shall develop the Land solely as a residential Project. Developer shall forbear from developing and/or using the Land, and from constructing any improvements, in any manner other than as authorized and/or limited by this Agreement and the approved site plan. Subject to the terms and conditions of this Agreement and the PSLR Overlay District provisions of the Zoning Ordinance, including Section 3.1.27 and Section 3.21 thereof, Developer shall develop the Land in accordance with all applicable laws, ordinances, and regulations of the City pertaining to such development required under the PSLR Overlay District, including all applicable height, area, and bulk requirements of the Zoning Ordinance as relates to the PSLR Overlay District, except as expressly authorized herein.

The City's approval of the Development is based on the following findings:

A. The PSLR Overlay Development Agreement and PSLR Overlay Concept Plan will result in a recognizable and substantial benefit to the ultimate users of the project and to the community.

1. The plan proposes a reasonable transition and connection between adjacent land uses.

B. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed type and density of use(s) will not result in an unreasonable increase in the use of public services, facilities and utilities, and will not place an unreasonable burden upon the subject property, surrounding land, nearby property owners and occupants, or the natural environment.

1. The Developer has provided a Traffic Impact Assessment and a Community Impact Statement which indicates minimal impacts on the use of public services, facilities and utilities.

2. The proposed PSLR Overlay Concept Plan impacts about 0.60 acres of existing 1.96 acre wetlands subject to adjustments during final design and engineering plan approvals and proposes approximately 54% of regulated tree removals. The Concept Plan proposes off-site wetland mitigation measures, but details regarding the off-site location have not been provided with the Concept Plan. Off-site mitigation measures, conforming to City Code requirements, shall be reviewed and approved administratively by the City's Community Development Division, at the time of final site plan approval. In the event that Developer cannot provide approvable off-site mitigation measures, Developer shall comply with an alternative mitigation plan, (the "Alternative Mitigation Plan"), which shall be submitted and approved by Planning Commission, with the Preliminary Site Plan for the Development. Any revision to the site plan reducing units or affecting other plan details may be approved as part of the "Alternative Mitigation Plan," approved by Planning Commission as long as proposed impacts or revisions are less intensive than the approved Concept Plan. In relation to the underlying zoning or the potential uses contemplated in the City of Novi Master Plan, the proposed development will not cause a negative impact upon surrounding properties.

1. The proposed buildings will be buffered by proposed landscape.

C. The proposed development will be consistent with the goals and objectives of the City of Novi Master Plan, and will be consistent with the requirements of this Article 3.1.27.

1. The proposed development fills the gap for active adults housing needs, which is the recommended in the City's 2016 Master Plan for Land Use. The homes will be "age-targeted" ranch-style duplex housing units with a possible loft option.

D. City Council deviations (as the PSLR Overlay Concept Plan provides) substitute safeguards for each of the regulations and there are specific, identified features or planning mechanisms deemed beneficial to the City by the City Council which are designed into the Project for the purpose of achieving the objectives for the District as stated in the Planning Review Letter.

The following Conditions shall apply to the Development and the Land:

A. The Development shall include a connection to extensive pathway system within Providence park hospital campus to the east, as proposed.

B. Architectural standards of the City as shown on the Façade Plans submitted as part of the PSLR Overlay Concept Plan, with minor deviations to the percentage of asphalt shingles on the rear elevations to be approved by the City's façade consultant at the time of final site plan review. Final Façade plans shall be submitted for review with the final site plan and shall include information as to the type and extent of materials and features to be provided on all elevations.

C. The Development shall provide an access drive connection and additional public access points to the adjoining City Park (the "City Park") to the south as well as related parking benefits to the City Park in the form of 12 additional parking spaces as indicated in the 'Off-Site Access Road Exhibit' shared via e-mail dated April 20, 2018 attached as Exhibit B. Additional revisions to the road design may be required to address fire and emergency turn-around requirements at the time of preliminary site plan approval. To assist the public with City Park access, Developer is offering to include the City Park's name on their development sign along with the Project name on Wixom Road, or as alternate signage, and provide way finding signage, directing users to park access. The final layout and design of the access drive, parking spaces, location, format, and content of the park signage, woodland and wetland permit application shall be submitted for approval by the City, at the time of preliminary site plan review, and shall be within the City's sole discretion. Park improvements shall be constructed, and completed concurrent with on-site improvements

in accordance with the provisions of Chapter 26.5 of the City of Novi Code of Ordinances. The City will terminate the existing access easement over the City Park to the existing petroleum facility to the south of the Development, and will grant a replacement access easement in accordance with the approved plan for the City Park access.

D. The Developer shall provide an access easement on the north side of the proposed entry drive as shown on the Plan Suburban Low Rise Concept Plan for future connection capability to neighboring properties to eliminate multiple exits onto Wixom Road.

5. Developer acknowledges that, at the time of the execution of this Agreement, the Project has not yet obtained site plan, engineering, and other approvals required by ordinance or other regulation. Developer acknowledges that the Planning Commission and Engineering Division may impose additional conditions other than those contained in this Agreement during site plan reviews and approvals as authorized by law; provided, however, that such conditions shall not eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer, in the event Developer proceeds with development of the Project.

6. In the event the Developer or its respective successors, assigns, and/or transferees attempt to proceed, or do proceed, with actions to complete any improvement of the Land, or any portion of it, in any manner other than for the development and operation of the Project, as shown on the PSLR Overlay Concept Plan, or to use the Land in any manner inconsistent with this Agreement, the City shall be authorized to revoke all outstanding building permits and any certificates of occupancy issued for such building and use on the Land. In addition, any material violation of the City's Code of Ordinances by Developer 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's Code of Ordinances. A breach of this Agreement shall constitute a nuisance *per se*, which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by the Developer, in addition to any other relief to which it may be entitled at law or in equity, the City shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. The rights in this Paragraph 5 are in addition to the legal and equitable rights that the City has by statute, ordinance, or other law. In the event of a breach under this Paragraph, the City shall notify Developer of the occurrence of the breach and shall provide the Developer with a reasonable period of time to cure any such default and Developer shall cure such default during such period; provided, however, that in no event shall the notice period be less than 30 days.

7. By execution of this Agreement, Developer acknowledges that it has acted in consideration of the City approving the proposed use on the Land, and Developer agrees to be bound by the provisions of this Agreement, including the recitals and all exhibits attached hereto, which are incorporated by this reference and made a part of this Agreement.

8. Developer acknowledges and agrees that it has had the opportunity to have the PSLR Overlay Concept Plan and this Agreement reviewed by legal counsel. Developer has negotiated with City the terms of this Agreement and of the PSLR Overlay Concept Plan, and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer accepts and agrees to the final terms, conditions, requirements and obligations of the Agreement and the PSLR Overlay Concept Plan, and Developer shall not be permitted in the future to claim that the effect of the Agreement and PSLR Overlay Concept Plan results in an unreasonable limitation upon uses of all or a portion of the Land, or claim that enforcement of the Agreement and PSLR Overlay Concept Plan causes an inverse condemnation, other condemnation or taking of all or any portion of the Land. Developer and 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. Developer has offered and agreed to proceed with the undertakings and 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 Developer, all of which undertakings and obligations Developer and 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 objective of City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement and the PSLR Overlay Concept Plan are clearly and substantially related to the burdens to be created by the development and use of the Land under the approved PSLR Overlay Concept Plan and this Agreement, and are, without exception, clearly and substantially related to City's legitimate interests in protecting the public health, safety and general welfare. Nothing in this paragraph however limits Developer right to seek enforcement of this Agreement for City's breach of any of its terms.

9. This Agreement shall run with the Land and be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns, tenants and transferees. This Agreement shall be recorded with the office of the Oakland County Register of Deeds as to all affected parcels, and the approval of the proposed use shall not become effective until such recording has occurred. Thereafter, any development of the Land shall be in accordance with

this Agreement, the PSLR Overlay Concept Plan, and any approved site plans, unless an amendment to this Agreement is approved by the City pursuant to the Zoning Ordinance. Notwithstanding the above, the parties acknowledge that the existing uses on the Property may continue pursuant to the underlying zoning of the Property only until such time as development pursuant to this Agreement commences, and such existing uses will not be required to be abated. Commencement of the development shall be considered to have occurred when the initial permit for development has been requested. "Initial Permit," means a permit for mass grading, building foundations, or utilities, whichever occurs first.

10. This Agreement has been duly authorized by all necessary action of the Developer and the City.

11. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided by law.

12. In the event that there is a failure in any material respect by the Developer to perform any obligations required by this Agreement, the City shall serve written notice thereof setting forth such default and shall provide the Developer, as applicable, with a reasonable period of time to cure any such default and Developer, as applicable, shall cure such default or take reasonable commercial steps to commence and pursue such a cure during such period; provided, however, in no event, shall the notice period be less than 30 days.

13. 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.

14. This Agreement is intended as the complete integration of all understandings among the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or affect whatsoever, unless embodied herein in writing. Except for additional conditions imposed as part of the development approval process, as described in Section 4 above, this Agreement may be amended only as provided in the PSLR Overlay District ordinance, Section 3.21 of the City's Zoning Ordinance, including a writing signed by all parties to the Agreement.

15. The Zoning Board of Appeals shall have no jurisdiction over the Land or the application of this Agreement. Minor modifications to the PLSR Concept Plan may be made at the discretion of the Community Development Department, without the matter returning to the City Council. "Minor modifications" shall

mean and include those modifications that would meet the requirements listed in Section 6.1 of the Zoning Ordinance for administrative review.

16. It is understood by Developer that construction of some of the improvements included in the PSLR Overlay Concept Plan may require the approval of other governmental agencies, and that failure to obtain such approvals does not invalidate this Agreement or the PSLR Overlay Concept Plan.

17. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

18. The parties intend that this Agreement shall create no third-party beneficiary interest.

19. Where there is a question with regard to applicable regulations for a particular aspect of the development of the Project, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of this Agreement or the PSLR Overlay Concept Plan that apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances, that shall be applicable provided it finds that such determination is not inconsistent with the nature and intent of this Agreement. In the event of a conflict or inconsistency between the provisions of this Agreement and PSLR Overlay Concept Plan, the provisions of this Agreement shall govern and control. In the event of a conflict or inconsistency between the provisions of this Agreement and the PSLR Overlay Concept Plan on the one hand, and the applicable City ordinances on the other hand, the provisions of this Agreement and the PSLR Overlay Concept Plan shall govern and control.

20. Notwithstanding anything in this Agreement to the contrary:

(a) This Agreement shall not be binding on Pulte Homes (and the term "Developer" shall not include Pulte Homes) unless and until Pulte Homes acquires fee simple title to the Land. The obligations of the Developer set forth in this Agreement shall apply only to Pulte Homes and successor owners of the Land subsequent to conveyance of the Land to Pulte Homes or other successor, assign or transferee. Pulte Homes acknowledges, however, that the execution of this Agreement by Pulte Homes and its recording at the Oakland County Register of Deeds binds the Land as set forth in this Agreement.

(b) City agrees that as long as no construction or improvements have commenced with respect to the Project, if Pulte Homes does not acquire the Land, Pulte Homes and the City may terminate this Agreement.

21. This Agreement may be signed in counterparts.

THE UNDERSIGNED have executed this Agreement effective as of the day and year first written above.

Pulte Homes of Michigan, LLC a Michigan limited liability company

By: _____
Joe Skore
Its: Vice President of Land Acquisition

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this, 31 day of January, 2019, before me appeared Joe Skore, the Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company, who states that he has signed this document of his own free will, duly authorized on behalf of Pulte Homes of Michigan LLC, a Michigan limited liability company.

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

Deborah Altman
Notary Public Deborah Altman
Acting in Oakland, County, Michigan
My Commission Expires: July 3, 2023.

[Signature continue on the following pages]

CITY OF NOVI, a Michigan municipal corporation

By: _____
Its: Robert J. Gatt, Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this, 10th day of APRIL, 2019, before me appeared _____ Robert J. Gatt, Mayor of The City of Novi, a _____, who states that he has signed this document of his own free will, duly authorized on behalf of the City of Novi.

_____
Notary Public
Acting in OAKLAND, County, Michigan
My Commission Expires: OCT. 13, 2024

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF OAKLAND

Drafted by:
Gregory J. Gamalski
Bodman PLC
201 West Big Beaver Road, Suite 500
Troy, MI 48084

When Recorded Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

DESCRIPTION OF LAND

DESCRIPTION OF PARCEL 50-22-17-300-013

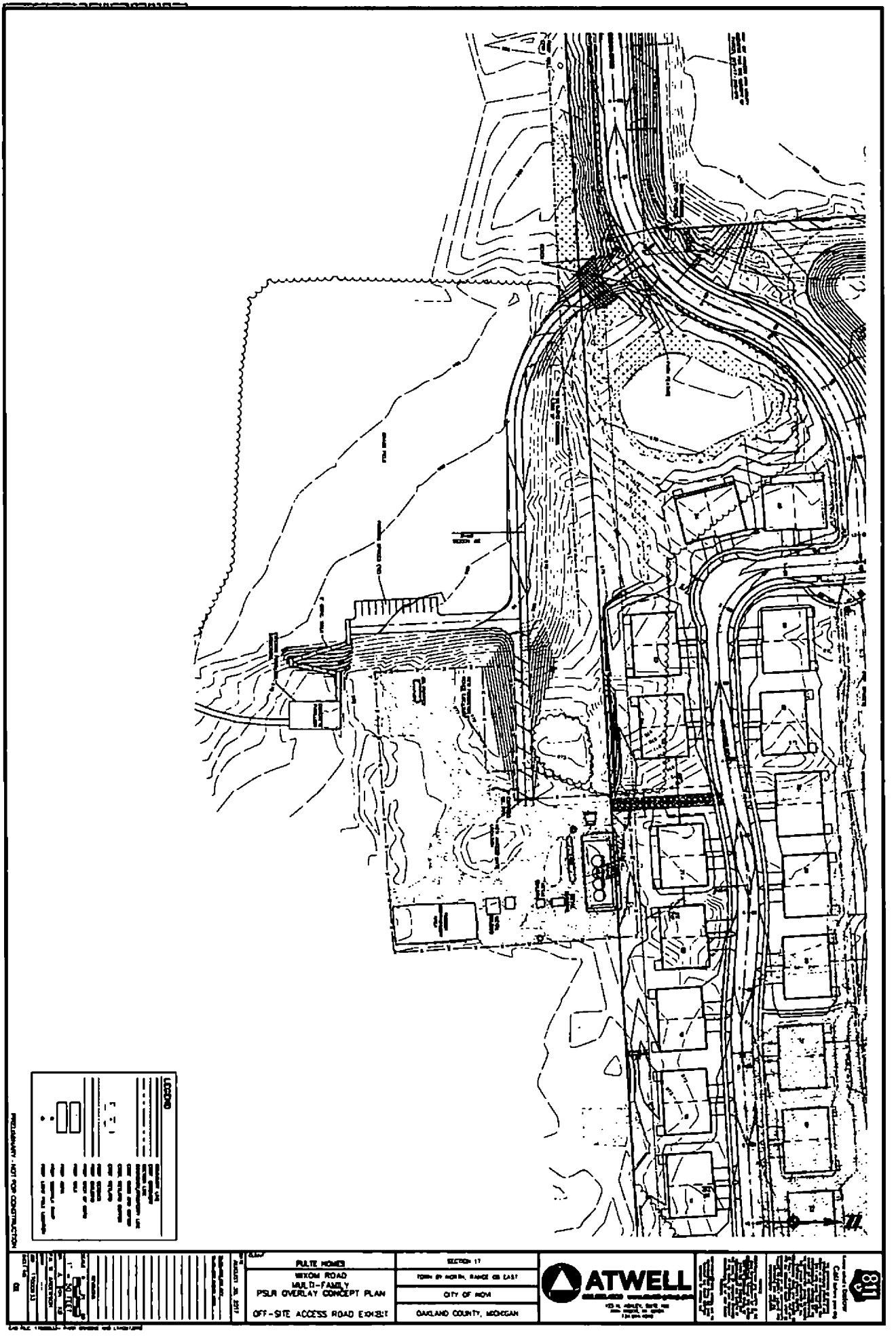
LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF NOVI, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION AS PROVIDED:
PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 17, BEING ALSO THE CENTERLINE OF WIXOM ROAD, 66 FEET WIDE, NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 2010.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 17 AND PROCEEDING THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 117.64 FEET ALONG THE WEST LINE OF SECTION 17; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST 770.00 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 510.00 FEET TO A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 17; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST 1665.34 FEET ALONG SAID 1/4 LINE; THENCE SOUTH 0 DEGREES 07 MINUTES 10 SECONDS WEST 627.61 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 40 SECONDS WEST 2422.44 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION AS SURVEYED:
PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 17; THENCE N01°03'30"W, ALONG THE WEST LINE OF SAID SECTION 17, 2010.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE OF SECTION 17, N01°03'30"W 117.64 FEET; THENCE N89°39'40"E 770.00 FEET; THENCE N01°03'30"W 510.71 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17; THENCE N89°40'58"E, ALONG SAID EAST-WEST 1/4 LINE, 1665.34 FEET; THENCE S00°07'10"W 627.69 FEET; THENCE S89°39'40"W 2422.44 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 25.99 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO THAT PART NOW USED AS WIXOM ROAD.

EXHIBIT B

OFF-SITE ACCESS ROAD EXHIBIT


PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSUR OVERLAY CONCEPT PLAN
OFF-SITE ACCESS ROAD EXHIBIT
SECTION 17
CITY OF WIXOM
OAKLAND COUNTY, MICHIGAN
ATWELL
PRELIMINARY - NOT FOR CONSTRUCTION

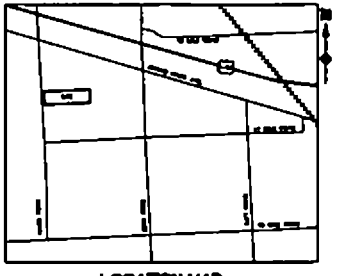
APPROVED PSLR CONCEPT PLAN

LIBER 52825 PAGE 756

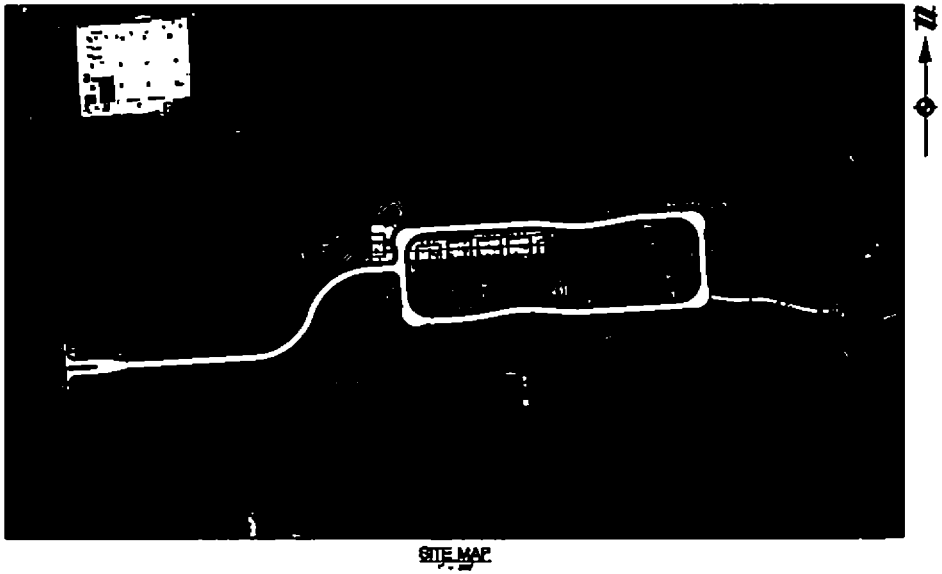
PSLR OVERLAY CONCEPT PLAN

THE VILLAS AT STONEBROOK

A PLANNED SUBURBAN LOW-RISE (PSLR) OVERLAY RESIDENTIAL COMMUNITY
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



LOCATION MAP



SITE MAP

DEVELOPER/ APPLICANT

ENGINEER

LANDSCAPE ARCHITECT

SITE DATA

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CITY OF NOVI'S CURRENT STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE APPROVED IN THE PRO AGREEMENT.
2. THE CONTRACTOR MUST OBTAIN A PERMIT FROM THE CITY OF NOVI FOR ANY WORK WITHIN THE RIGHT-OF-WAY OF WIXOM ROAD.
3. ALL PERMANENT WARNING, TRAFFIC CONTROL SIGNS AND PARKING SIGNS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

FIRE DEPARTMENT NOTES

1. ALL FIRE HYDRANTS AND WATER MAINS SHALL BE INSTALLED AND IN SERVICE PRIOR TO VERTICAL FOUNDATION BUILDING CONSTRUCTION AS EACH PHASE IS BUILT.
2. ALL ROADS SHALL BE PAVED AND CAPABLE OF SUPPORTING 35 TONS PRIOR TO CONSTRUCTION ABOVE FOUNDATION.
3. BUILDING ADDRESSES SHALL BE POSTED FACING THE STREET DURING ALL PHASES OF CONSTRUCTION. ADDRESSES SHALL BE A MINIMUM OF THREE INCHES IN HEIGHT ON A CONTRASTING BACKGROUND.
4. PROVIDE 4"-6" DIAMETER OF CONCRETE FILLED STEEL POST 48" ABOVE FINISH GRADE AT EACH HYDRANT AS REQUIRED.
5. FIRE LANES SHALL BE POSTED WITH "FIRE LANE - NO PARKING" SIGNS IN ACCORDANCE WITH ORDINANCE

SHEET INDEX

- COVER SHEET
- OVERALL PHASING PLAN
- SITE PLAN
- SITE PLAN
- LAYOUT PLAN
- GRADING PLAN
- WIXOM ROAD IMPROVEMENT PLAN
- LANDSCAPE PLAN
- LANDSCAPE PLAN
- LANDSCAPE PLAN
- LANDSCAPE PLAN
- LANDSCAPE PLAN DETAILS
- LANDSCAPE DETAILS
- DETAIL SHEET

PROJECT NARRATIVE

PROPOSED PSLR OVERLAY DEVIATIONS

1. SITE FRONTAGE - SITE FRONTS ON A SECTION LINE PUBLIC ROAD
2. LANDSCAPE BUFFER - NO BERM IS PROVIDED BETWEEN THE SITE AND WIXOM ROAD
3. ACCESS - PROPOSED DRIVEWAYS ARE CONNECTED TO PROPOSED PRIVATE DRIVE
4. BUILDING SETBACK - 20' MINIMUM BUILDING TO BUILDING SEPARATION
5. STUB STREETS - NO SECONDARY STUB STREET IS BEING PROVIDED PER CITY OF NOVI ZONING ORDINANCE APPENDIX C SECTION
6. SECTION - MINIMUM DISTANCE OF 12 FEET FROM BACK OF CURB TO OUTSIDE FACE OF BUILDING (15 FEET REQUIRED PER ENGINEERING DESIGN MANUAL SECTION
7. DRIVE TAPER - 7:1 TAPER DEPTH
8. BOULEVARD ISLAND LENGTH - SEE BOULEVARD WITHIN THE CITY'S ACCEPTABLE STANDARD

PRELIMINARY - NOT FOR CONSTRUCTION

PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
COVER SHEET

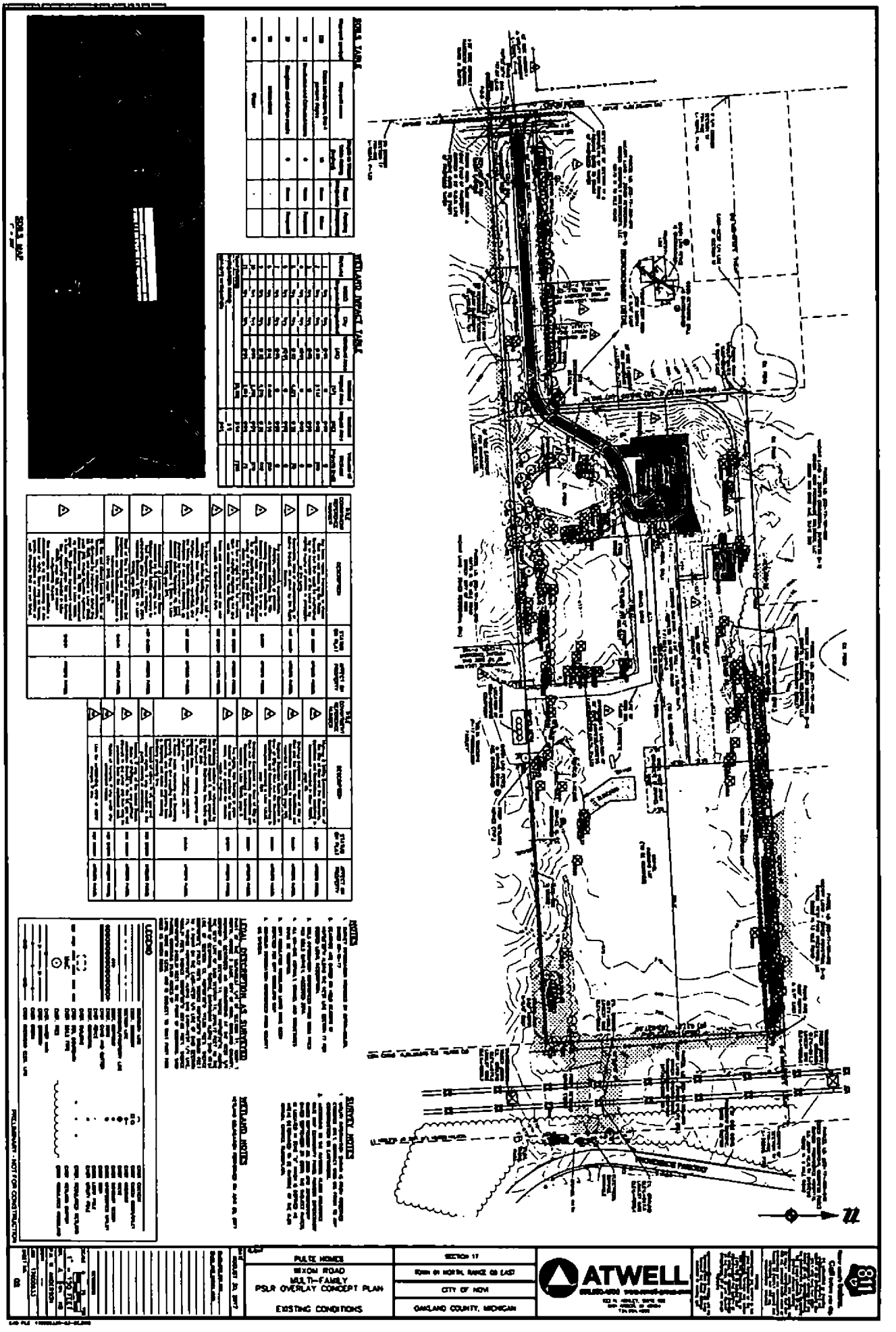
SECTION 17
T01N, R08E
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

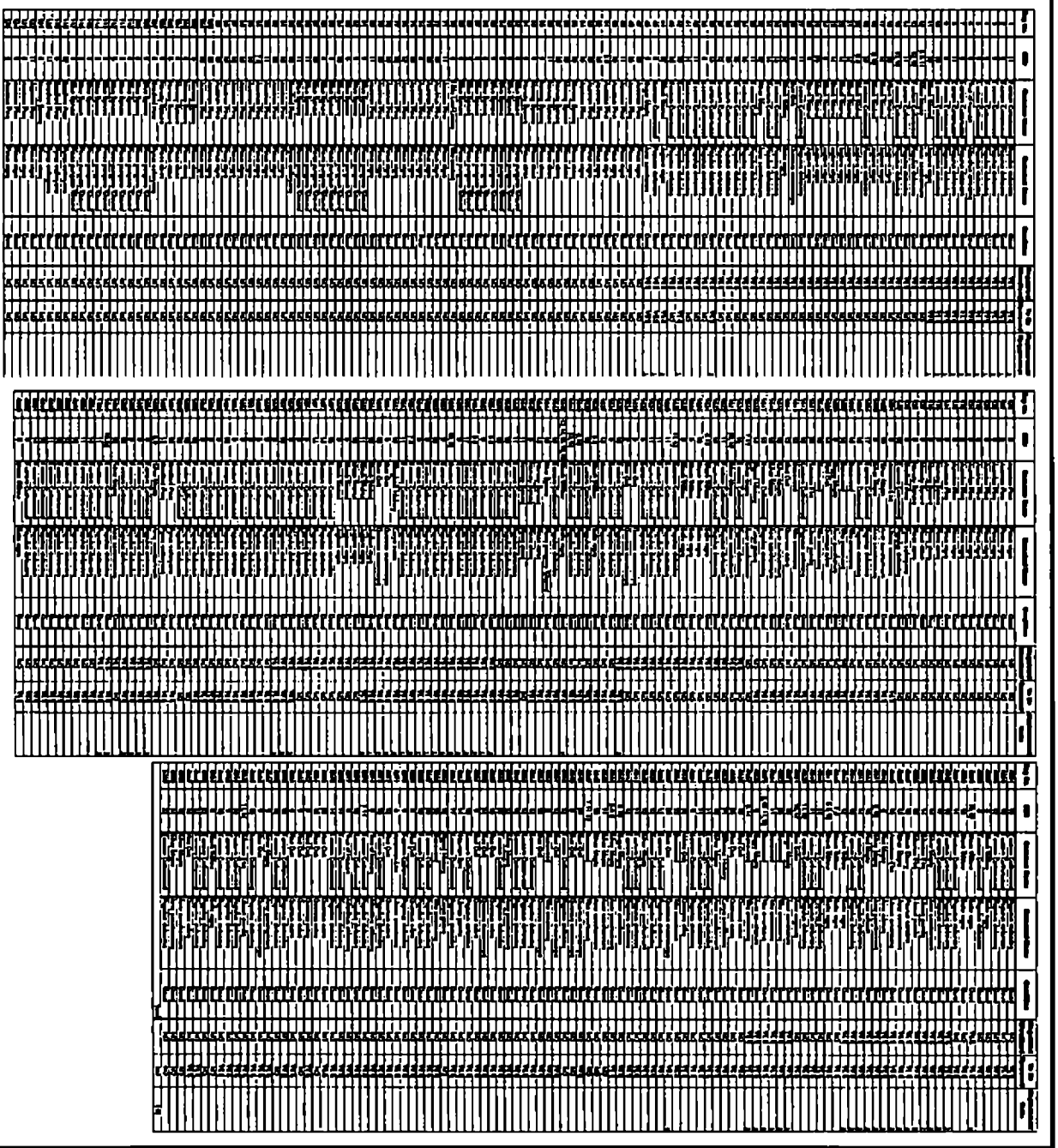
AUGUST 30, 2017

ATWELL

1" = 100 FEET

CI


PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
EXISTING CONDITIONS
SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL

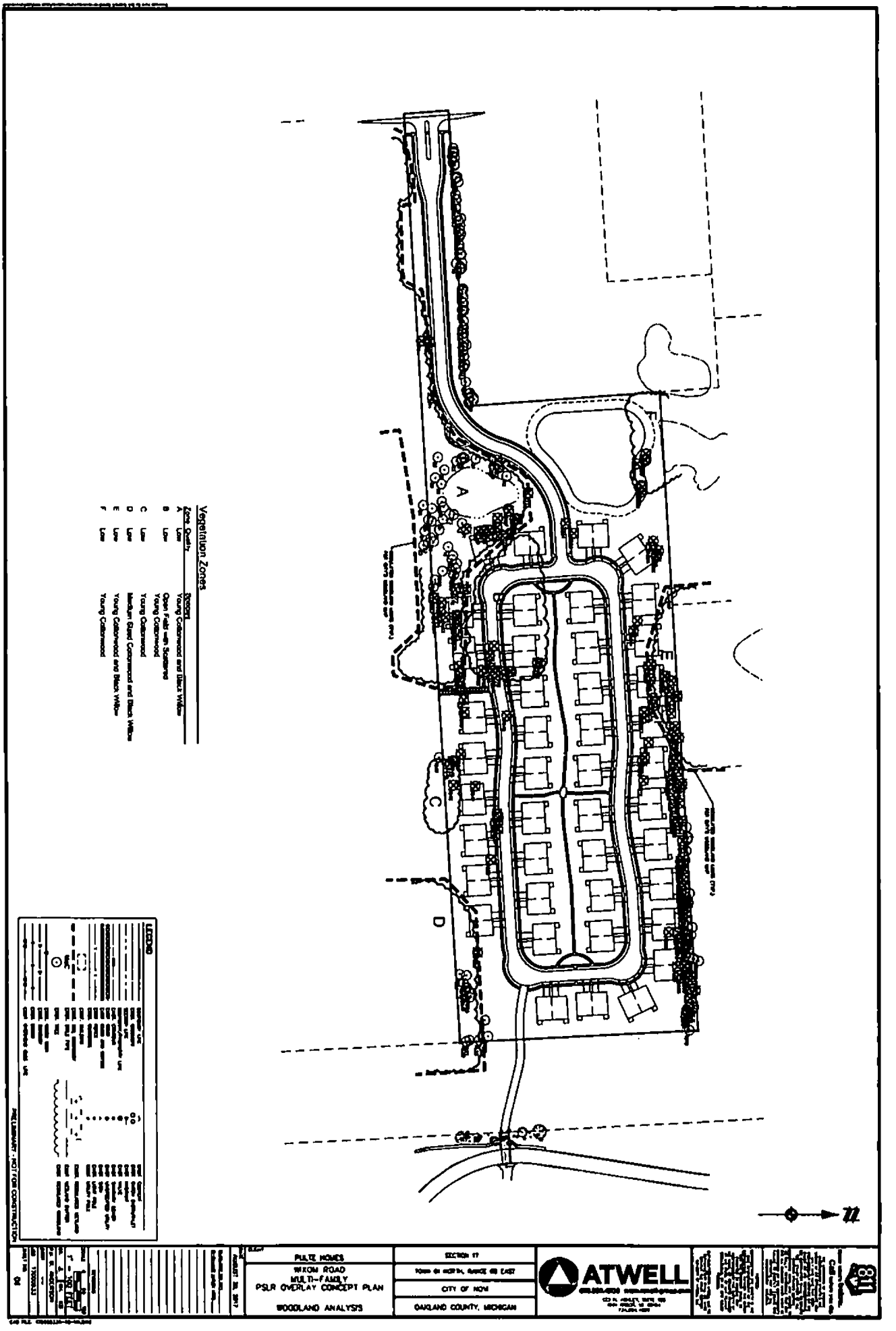


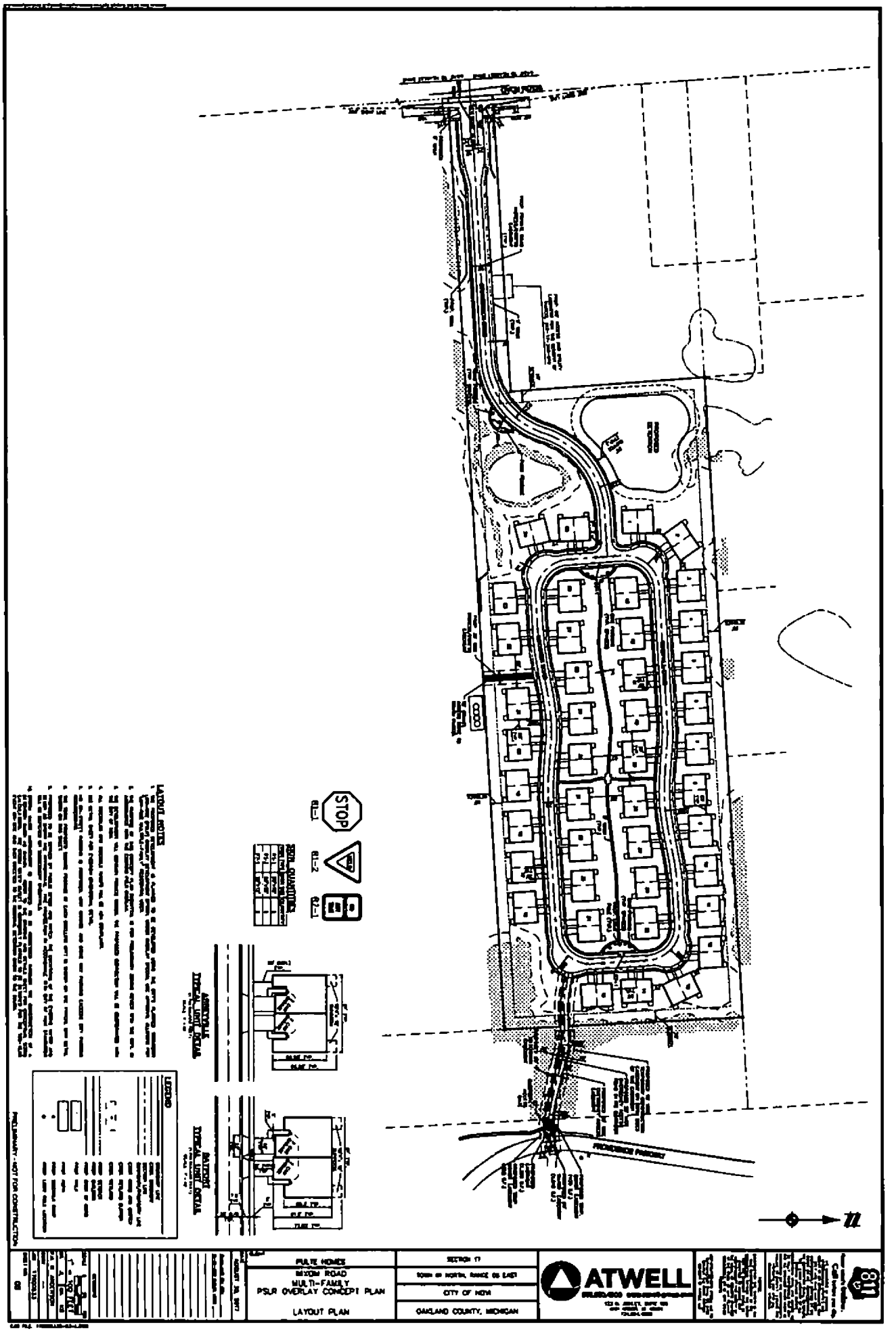
PULTE HOMES
BEXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
TREE LIST

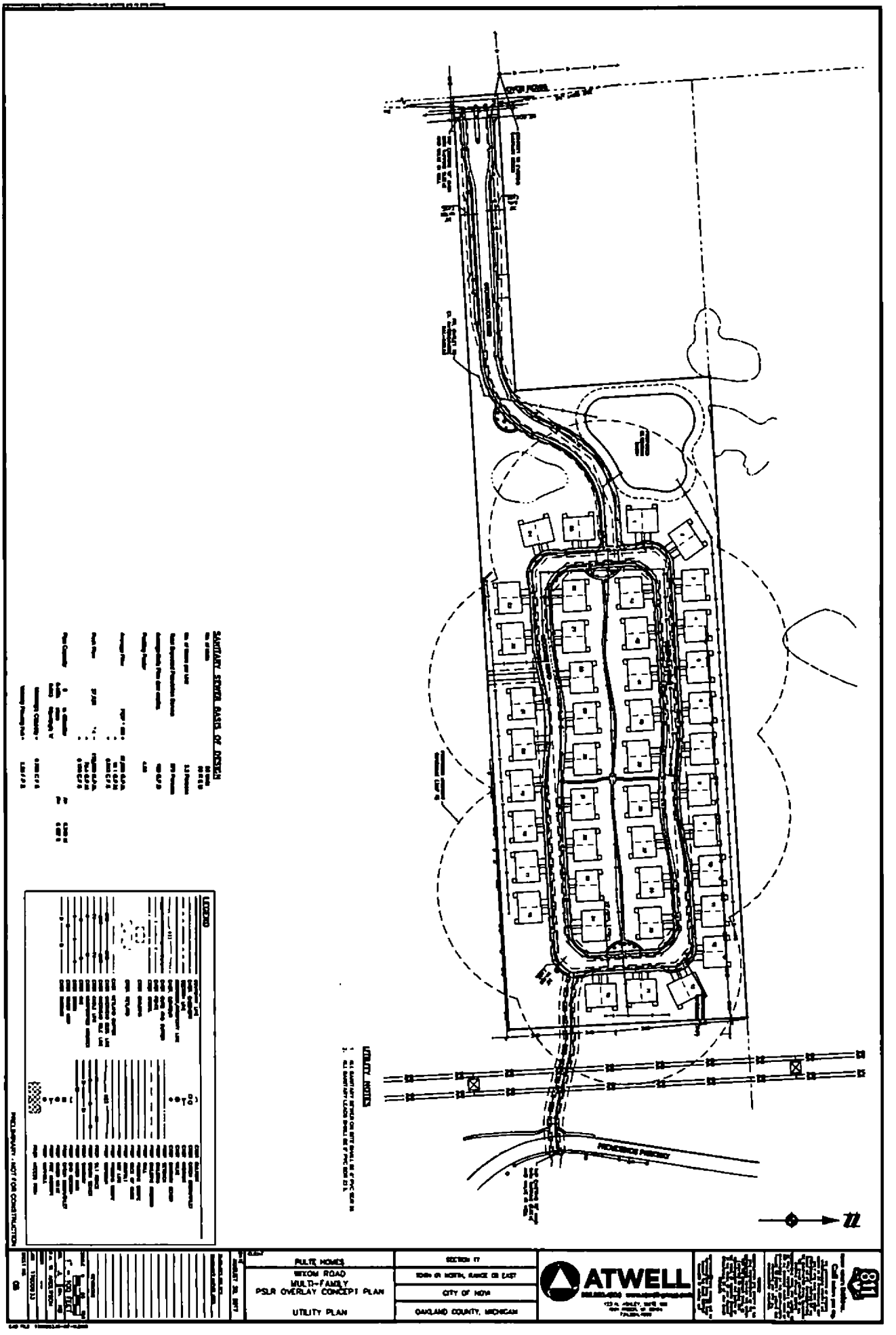
SECTION 17
TOWN 1N NORTH, RANGE 8E EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

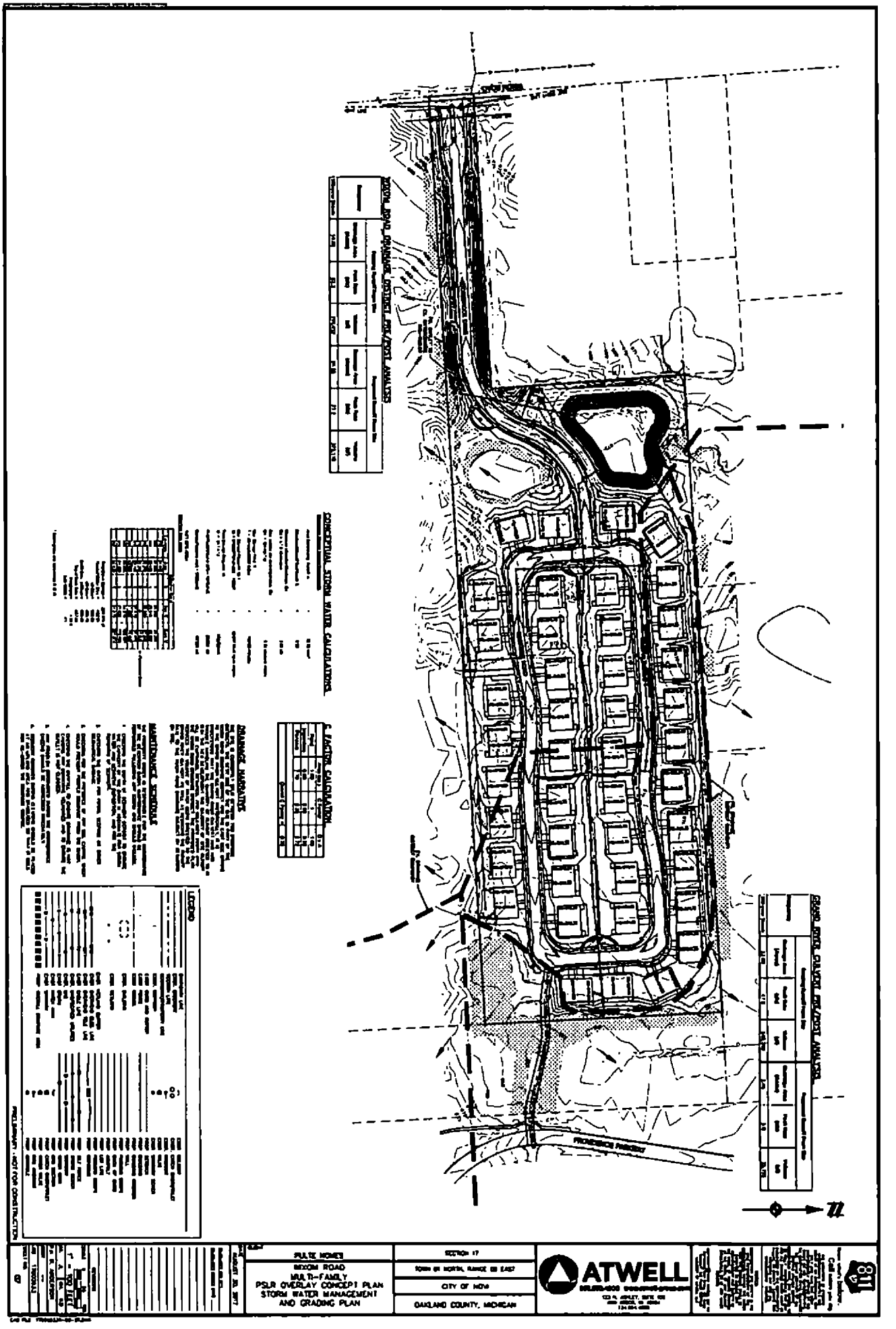
ATWELL

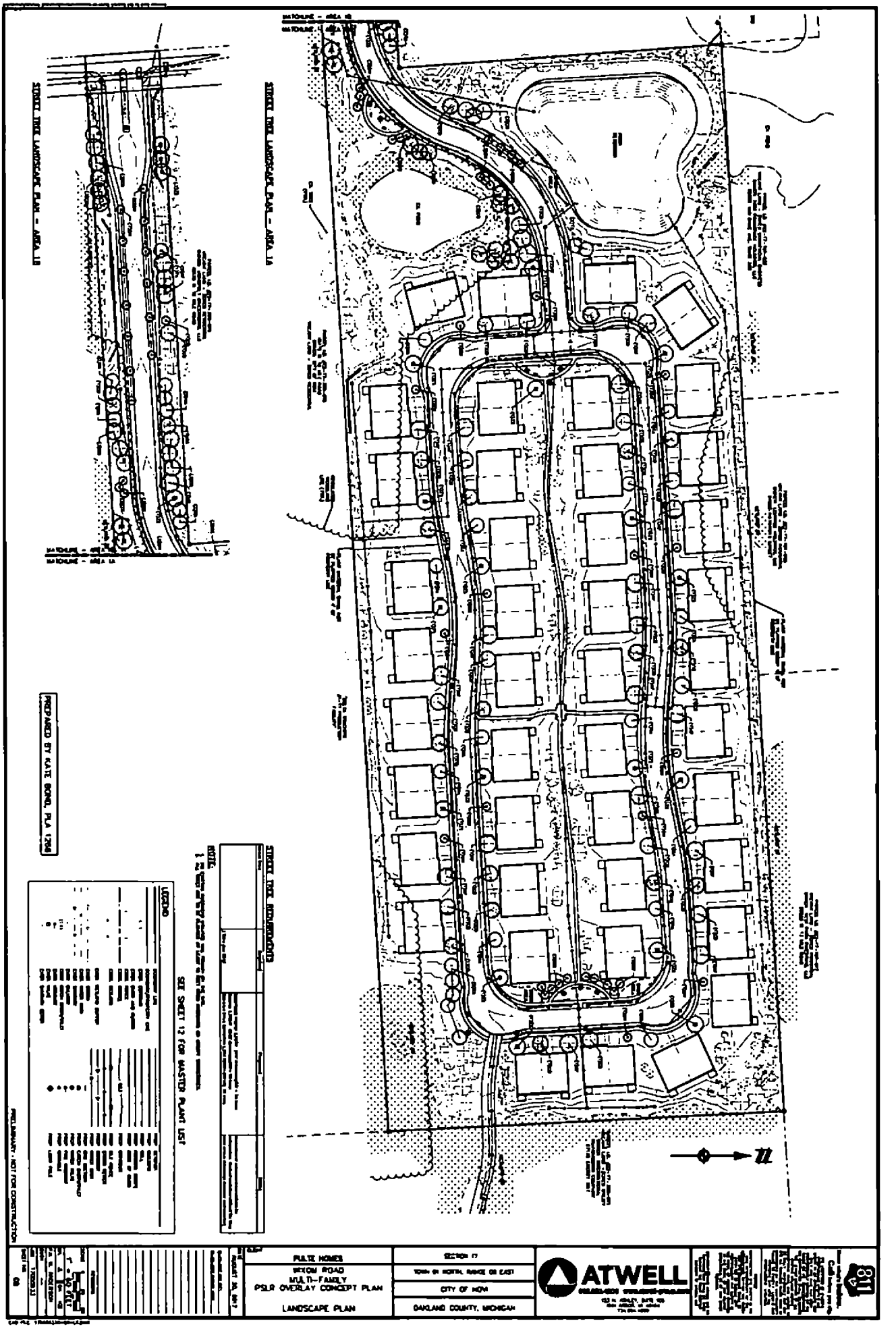
PRELIMINARY - NOT FOR CONSTRUCTION

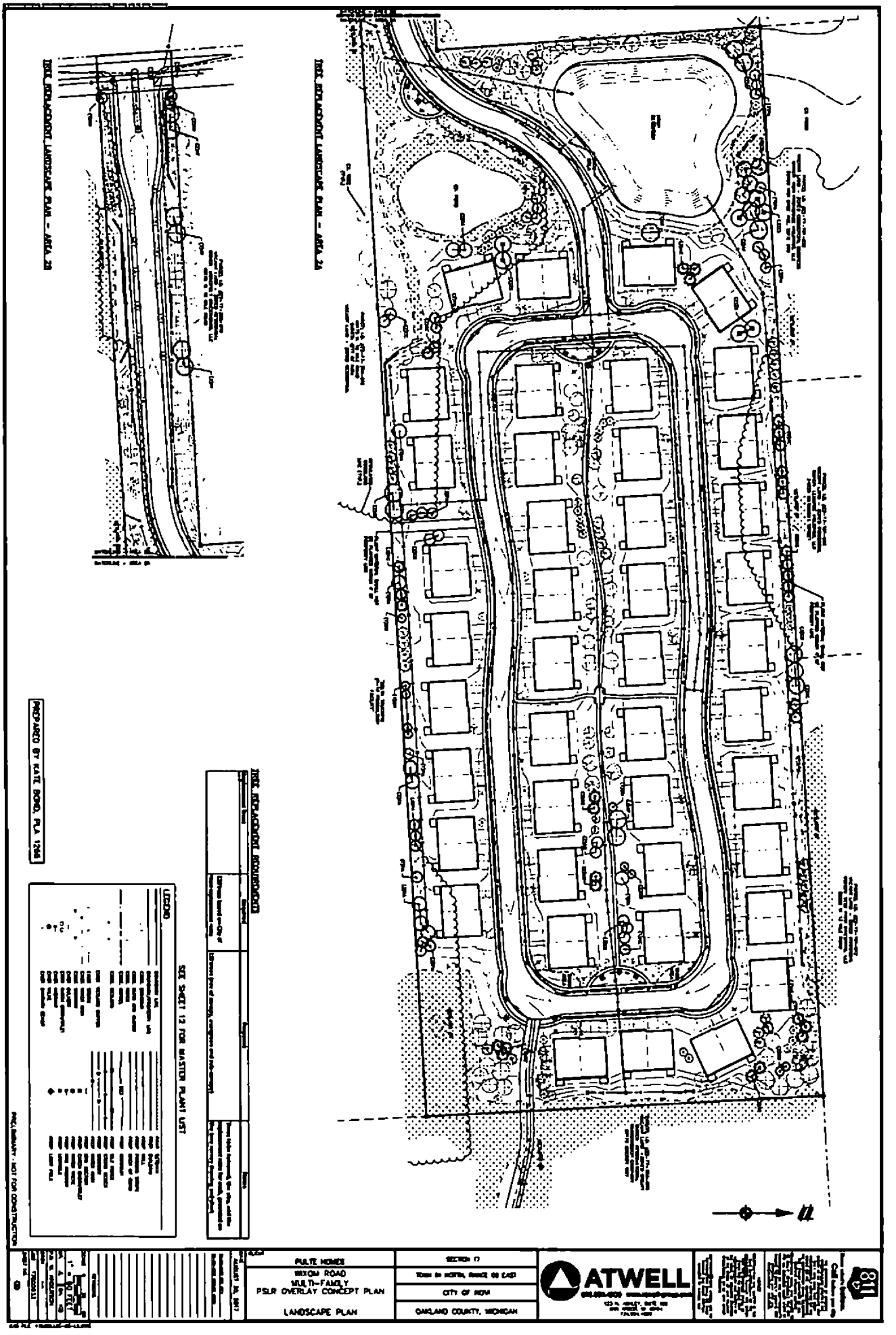

Vegetation Zones
Zone Quality Species
A Low Young Cottonwood and Black Willow
B Low Open Field with Scattering Young Cottonwood
C Low Young Cottonwood
D Low Medium Sized Cottonwood and Black Willow
E Low Young Cottonwood and Black Willow
F Low Young Cottonwood
A
B
C
D
E
F
LEGEND
PRELIMINARY - NOT FOR CONSTRUCTION
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
WOODLAND ANALYSIS
SECTION 17
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL
AUGUST 30, 2017

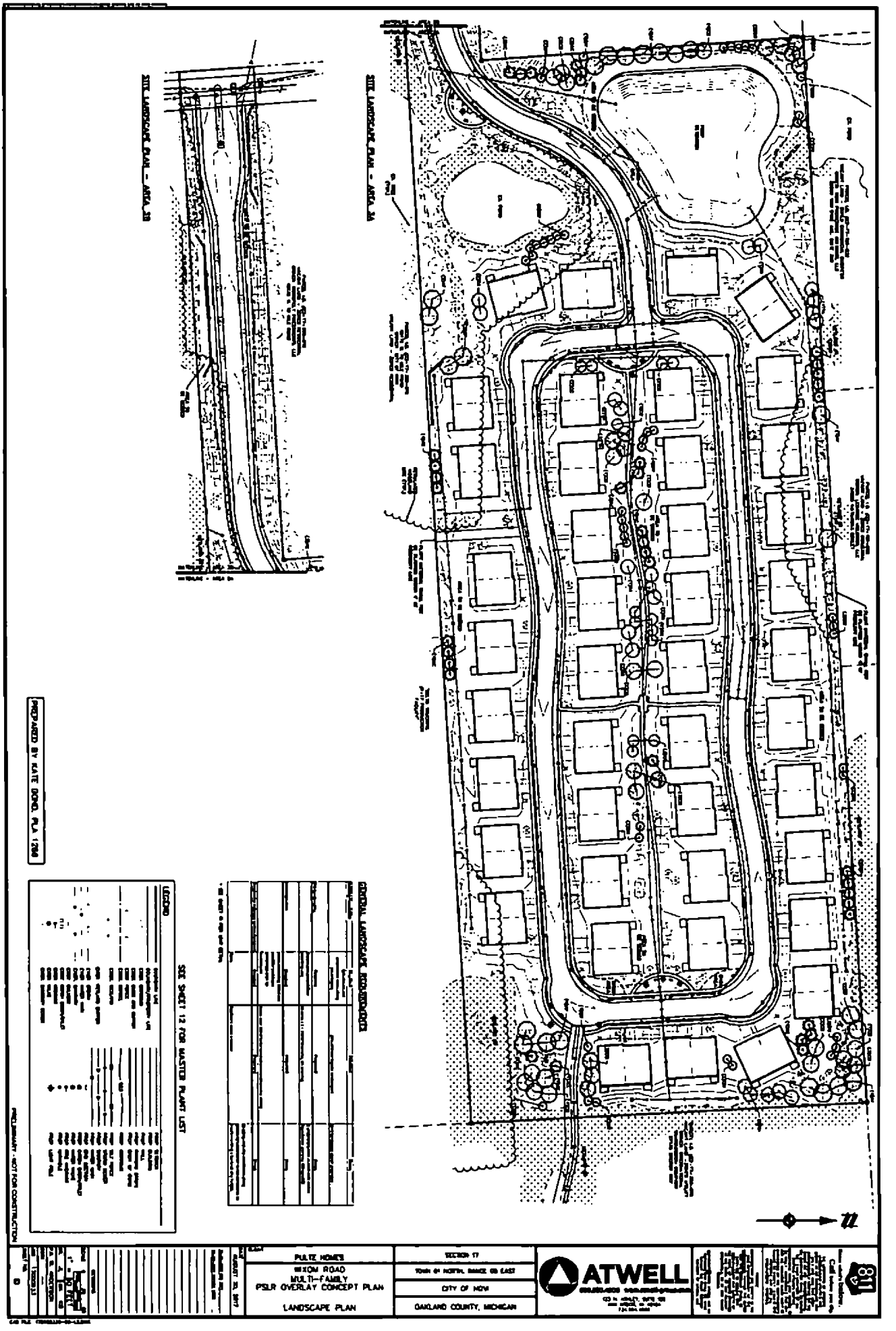

PROVIDENCE PARKWAY
STOP
LAYOUT NOTES
LEGEND
PRELIMINARY - NOT FOR CONSTRUCTION
PULTE HOMES
MIXOM ROAD
MULTI-FAMILY
PSUR OVERLAY CONCEPT PLAN
LAYOUT PLAN
SECTION 17
TOWN 4N NORTH, RANGE 8E EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL

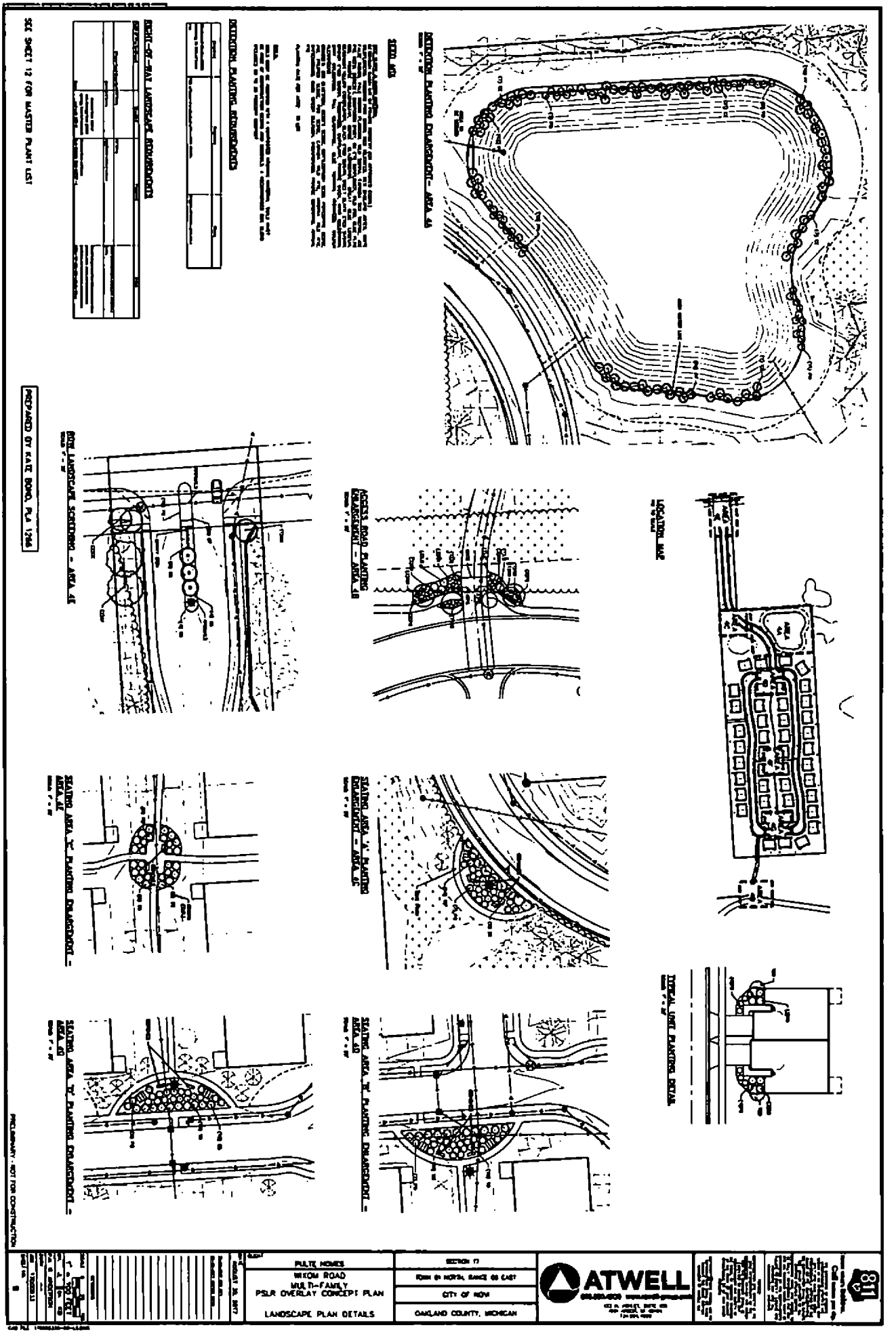

PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
UTILITY PLAN
SECTION 17
TOWN 1N NORTH, RANGE 8E EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL
PROVISIONAL - NOT FOR CONSTRUCTION
SANITARY SEWER BASIS OF DESIGN
UTILITY KEY NOTES
LEGEND
PROVIDENCE PARKWAY


PULTE HOMES
BEECHER ROAD
MULTI-FAMILY
PSUR OVERLAY CONCEPT PLAN
STORM WATER MANAGEMENT
AND GRADING PLAN
SECTION 17
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL


STREET TREE LANDSCAPE PLAN — AREA 1B
STREET TREE LANDSCAPE PLAN — AREA 1A
PREPARED BY KATE BOND, PLA 1298
LEGEND
SEE SHEET 12 FOR MASTER PLANT LIST
STREET TREE REQUIREMENTS
PRELIMINARY - NOT FOR CONSTRUCTION
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
LANDSCAPE PLAN
SECTION 17
TOWN 1N NORTH, RANGE 8E EAST
CITY OF WIXOM
OAKLAND COUNTY, MICHIGAN
ATWELL
AUGUST 30, 2017
L18


TREE REPLACEMENT LANDSCAPE PLAN - AREA 2B
TREE REPLACEMENT LANDSCAPE PLAN - AREA 2A
PREPARED BY: KATE BOKO, PLA 1765
TREE REPLACEMENT REQUIREMENTS
LEGEND
SEE SHEET 12 FOR MASTER PLANT LIST
PRELIMINARY - NOT FOR CONSTRUCTION
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
LANDSCAPE PLAN
SECTION 17
TOWN 1N NORTH, RANGE 8E EAST
CITY OF WIXOM
OAKLAND COUNTY, MICHIGAN
ATWELL
JANUARY 24, 2017
L-1
18


SEE LANDSCAPE PLAN - AREA A
SEE LANDSCAPE PLAN - AREA B
PREPARED BY KATE DOND, PLA 1788
SEE SHEET 12 FOR MASTER PLANT LIST
GENERAL LANDSCAPE REQUIREMENTS
PRELIMINARY - NOT FOR CONSTRUCTION
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
LANDSCAPE PLAN
SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL


SEE SHEET 12 FOR MASTER PLANT LIST
PREPARED BY KATE BOND, PLA 1246
LOCATION MAP
PRELIMINARY - NOT FOR CONSTRUCTION
PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN
LANDSCAPE PLAN DETAILS
CITY OF WIXOM
OAKLAND COUNTY, MICHIGAN
ATWELL
18

LIBER 52825 PAGE 767

MASTER PLANT LIST

KEY	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT/B&B	SPACE	NOTES
DECIDUOUS TREES							
AG	14	Autumn Blaze Maple	Acer freemanii 'Jeffersred'	3" Cal.			
GT	14	Skyline Honeylocust	Gleditsia triacanthos inermis 'Skyline'	3" Cal.			
HA	14	Princeton Elm	Ulmus americana 'Princeton'	3" Cal.			
RB	14	Whitespire Birch	Betula nigra 'Whitespire'	3" Cal.			
SM	14	Sugar Maple	Acer saccharum	3" Cal.			
EVERGREEN TREES							
BH	14	Black Hills Spruce	Picea glauca densata	6' Ht.			
NS	14	Norway Spruce	Picea abies	6' Ht.			
WP	14	White Pine	Pinus strobus	6' Ht.			
ORNAMENTAL TREES							
AC	14	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	2" Cal.			
CR	14	Crabapple	Malus 'Red Jewel'	2" Cal.			
RC	14	Redbud	Cercis canadensis	2" Cal.			
SHRUBS							
AR	14	Gro-Low Fragrant Sumac	Rhus aromatica 'Gro-Low'	24" Ht.			
BM	14	Boxwood	Buxus 'Green Mountain'	24" Ht.			
DW	14	Dwarf Winged Euonymus	Euonymus alatus 'Compactus'	24" Ht.			
JC	14	Juniper	Juniperus chinensis 'Sea Green'	24" Ht.			
JS	14	Juniper	Juniperus sabina 'Arcadia'	24" Ht.			
ORNAMENTAL GRASSES							
KF	14	Karl Foerster Grass	Calamagrostis acutiflora 'Karl Foerster'	2 Gal.			
MG	14	Maiden Grass	Miscanthus sinensis 'Gracillimus'	2 Gal.			
PERENNIALS							
DL	14	Daylily	Hemerocallis 'Stella de Oro'	1 Gal.			
HS	14	Hosta	Hosta 'Sum and Substance'	1 Gal.			
GROUNDCOVERS							
PV	14	Periwinkle	Vinca minor	1 Gal.			
SOD							
SD	XX	Sod	Kentucky Bluegrass Blend				
SEED							
SE	XX	Seed	Seed Mixture				

CITY OF NOVI LANDSCAPE NOTES

LANDSCAPE NOTES

TREE PROTECTION FENCE DETAIL

CONIFEROUS TREE PLANTING DETAIL

DECIDUOUS TREE PLANTING DETAIL

SHRUB PLANTING DETAIL

SHRUB PLANTING DETAIL

MULTI-TRUNK TREE DETAIL

TRANSFORMER SCREENING DETAIL

TREE STAKING DETAIL

PREPARED BY KATE BOND, PLA 1266

PRELIMINARY - NOT FOR CONSTRUCTION

811 Call before you dig

ATWELL

SECTION 17 | TOWN 1N, RANGE 8E EAST | CITY OF NOVI | OAKLAND COUNTY, MICHIGAN

PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSLR OVERLAY CONCEPT PLAN

LANDSCAPE DETAILS

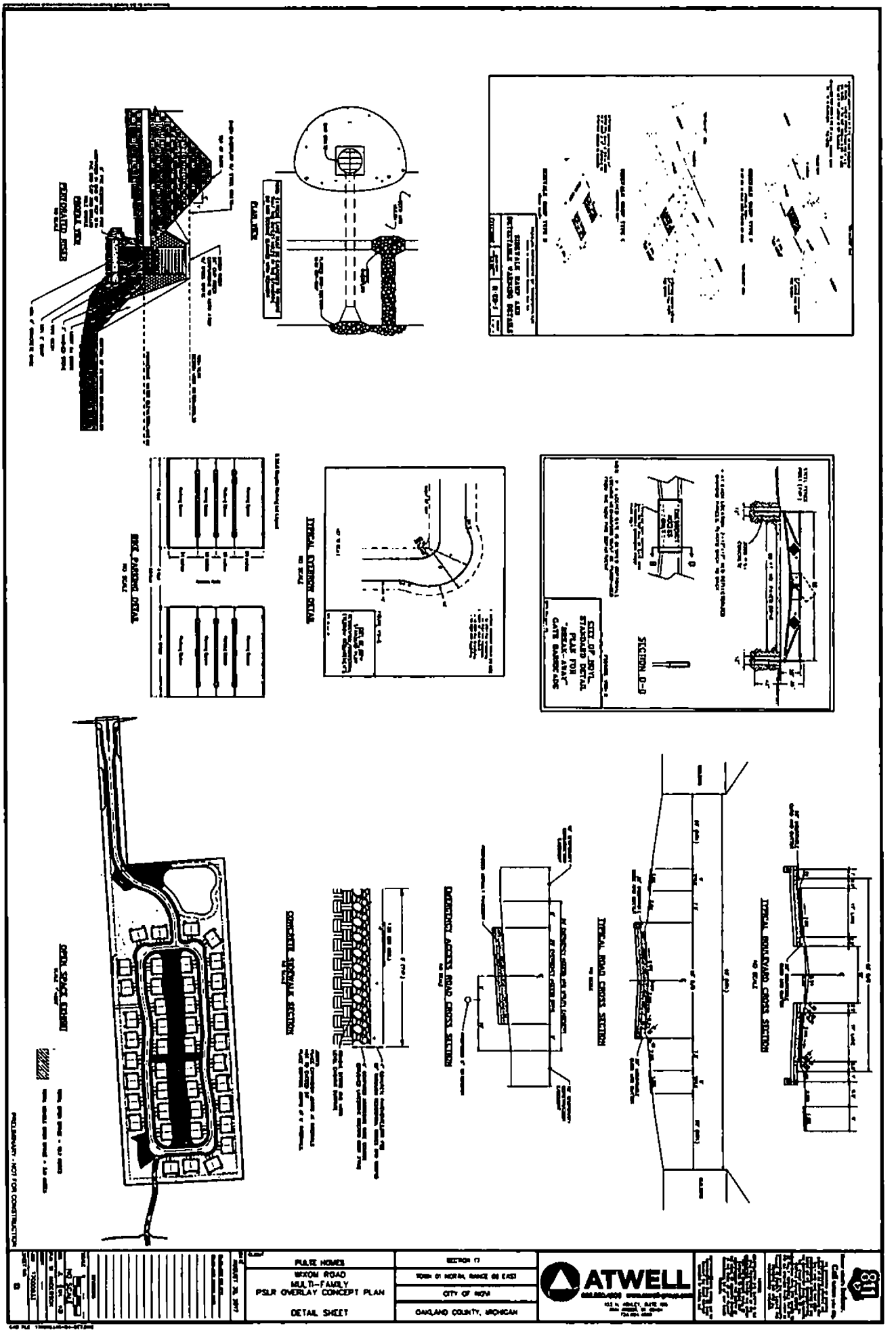
AUGUST 30, 2017

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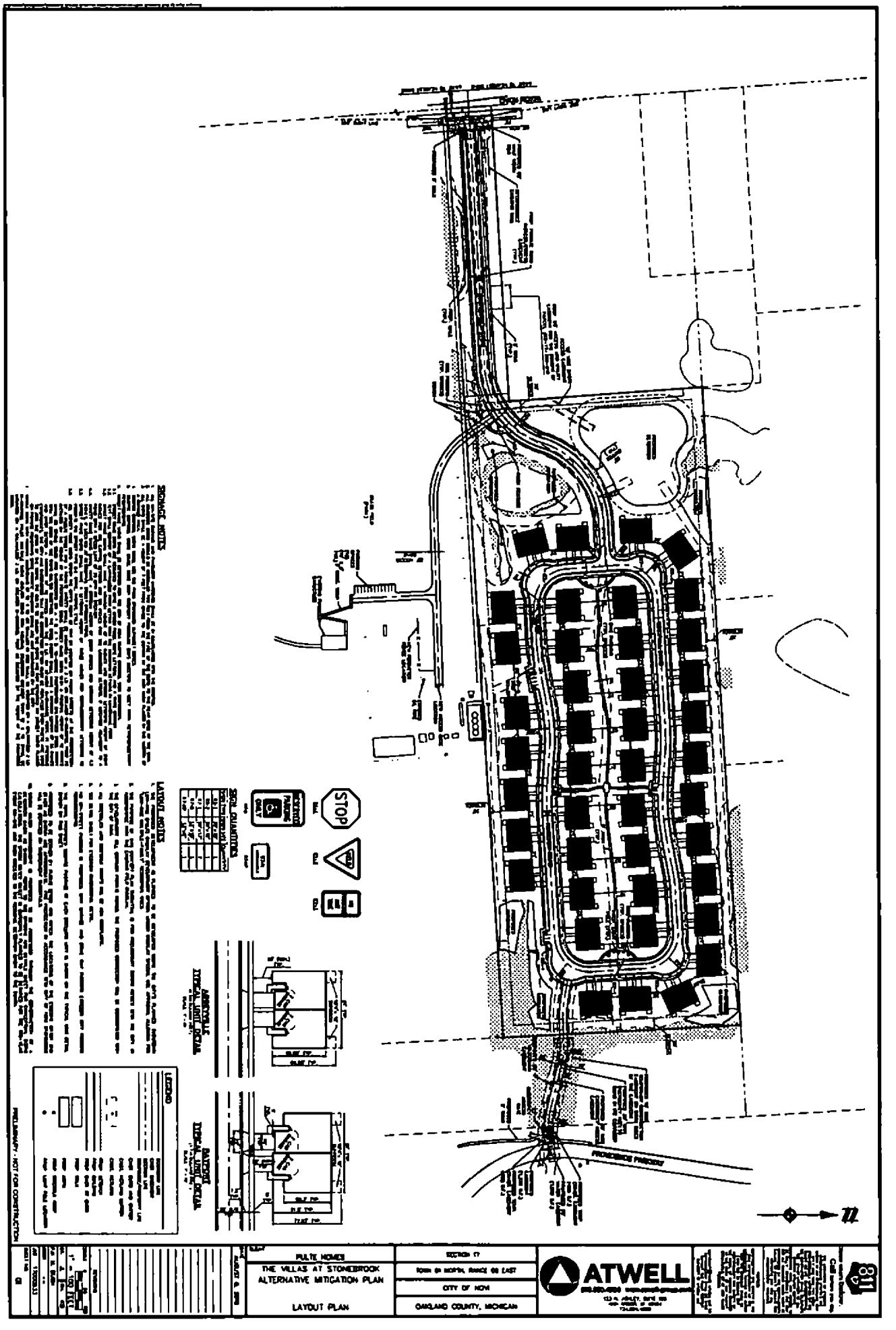
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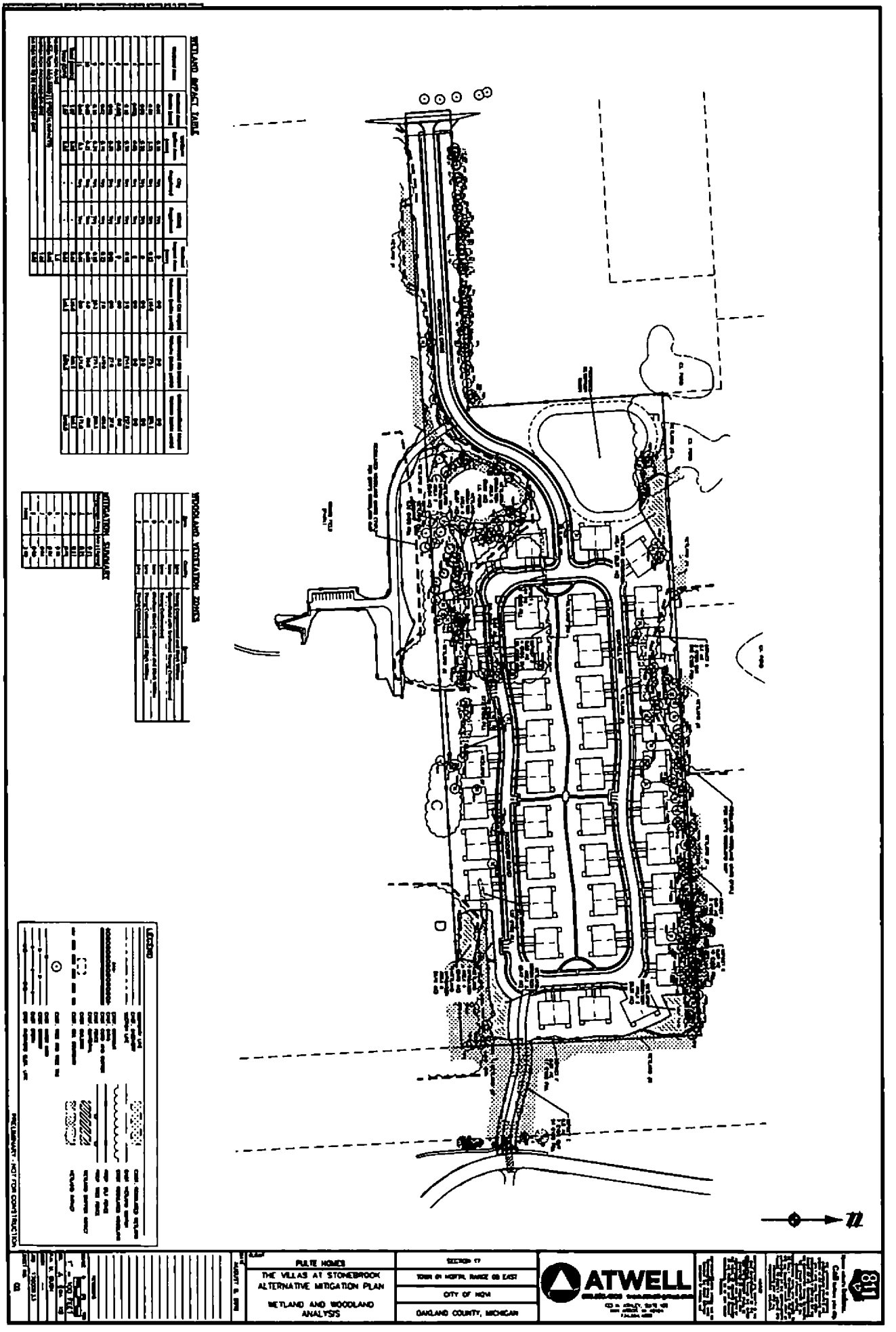
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SHEET NO. 12


PULTE HOMES
WIXOM ROAD
MULTI-FAMILY
PSUR OVERLAY CONCEPT PLAN
DETAIL SHEET
SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF WIXOM
OAKLAND COUNTY, MICHIGAN
ATWELL

ALTERNATE MITIGATION PLAN


PULTE HOMES
THE VILLAS AT STONEBROOK
ALTERNATIVE MITIGATION PLAN
LAYOUT PLAN
SECTION 17
TOWN 3N NORTH, RANGE 8E EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL
PRELIMINARY - NOT FOR CONSTRUCTION
STOP
PROVIDENCE PARKWAY


WETLAND IMPACT TABLE
WOODLAND IMPACT TABLE
WOODLAND MITIGATION TABLE
LEGEND
PRELIMINARY - NOT FOR CONSTRUCTION
PULTE HOMES
THE VILLAS AT STONEBROOK
ALTERNATIVE MITIGATION PLAN
WETLAND AND WOODLAND ANALYSIS
SECTION 17
TOWN 1N NORTH, RANGE 8E EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL
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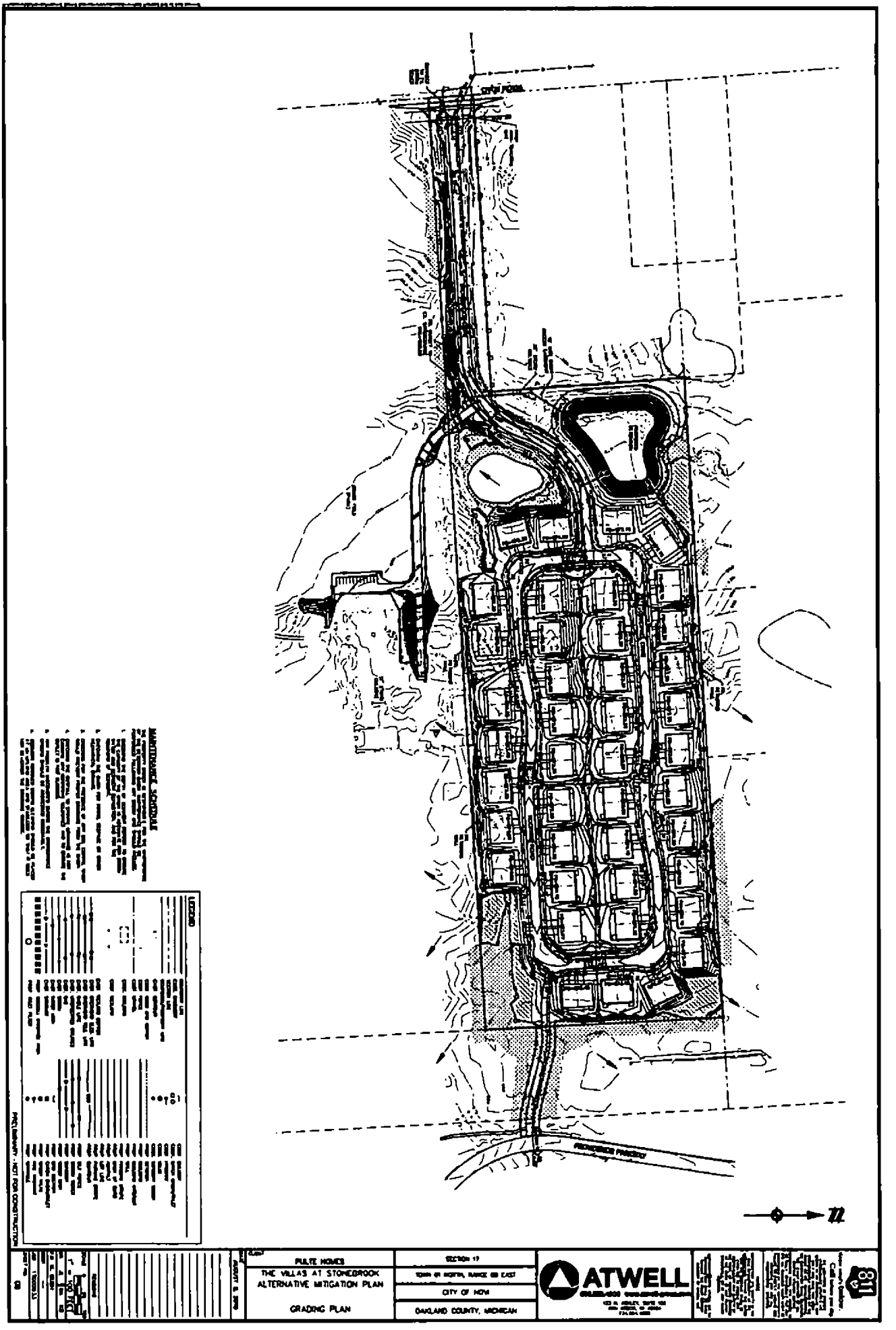
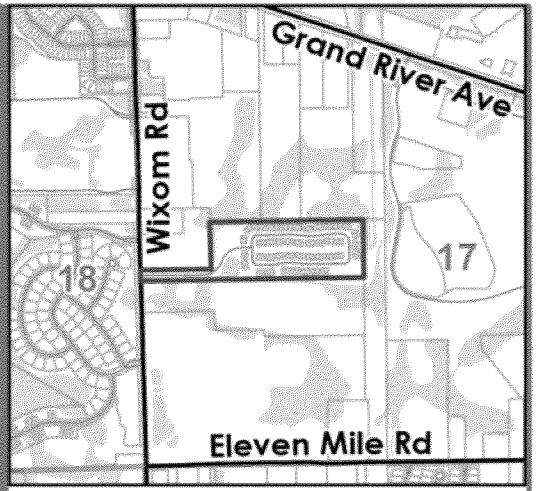

PULTE HOMES
THE VILLAS AT STONEBROOK
ALTERNATIVE MITIGATION PLAN
GRADING PLAN
SECTION 17
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN
ATWELL
18

EXHIBIT G

JSP17-62 VILLAS AT STONEBROOK





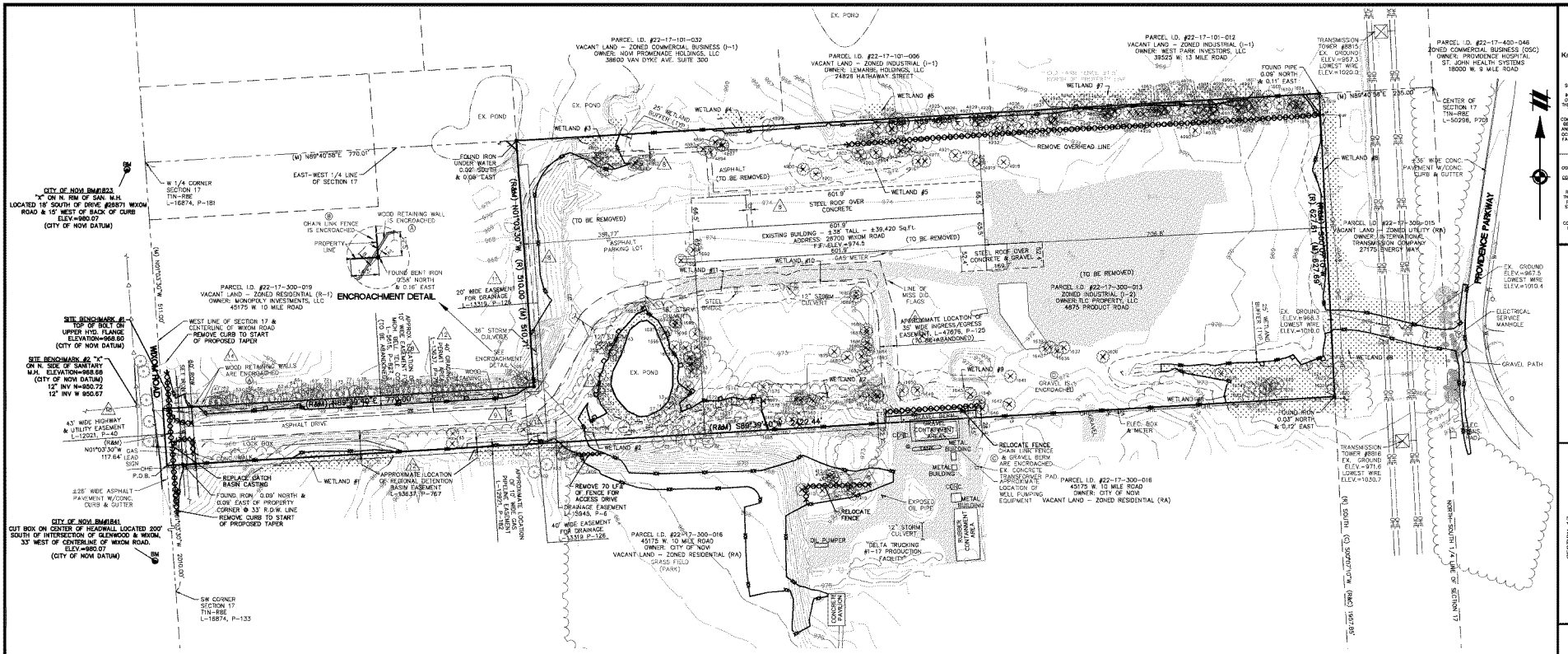
City of Novi
Dept. of Community Development
Novi City Hall
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

0 125 250 500 Feet
1 inch = 375 feet

Map Author: Lindsay Bell
Date: 8/24/26
Project: NA
Version #: 1

N

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

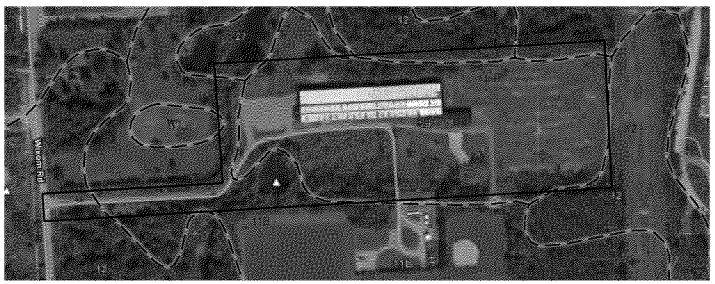


LEGEND

- BOUNDARY LINE
- EXIST. EASEMENT
- SECTION LINE
- BOUNDARY/PROPERTY LINE
- 600 EXIST. CONTOUR
- EXIST. DEMO
- EXIST. CURB AND GUTTER
- EXIST. FENCE
- EXIST. GUARDRAIL
- EXIST. BUILDING
- EXIST. SOIL BOUNDARY
- MaC EXIST. SOILS TYPE
- EXIST. TREE
- W EXIST. WATER MAIN
- EXIST. SANITARY
- STM EXIST. STORM
- OHE EXIST. OVERHEAD ELEC. LINE
- EXIST. CULVERT
- EXIST. CATCH BASIN/INLET
- EXIST. HYDRANT
- EXIST. VALVE
- EXIST. SANITARY SEWER
- EXIST. UNSPECIFIED UTILITY
- EXIST. SIGN
- EXIST. LIGHT POLE
- EXIST. UTILITY POLE
- EXIST. REGULATED WETLAND
- EXIST. WETLAND BUFFER
- EXIST. REGULATED WOODLAND
- PROP. SILT FENCE
- PROP. TREE FENCE
- WETLAND BUFFER IMPACT
- WETLAND IMPACT

SOILS TABLE

Map unit symbol	Map unit name	Depth to Water Table Rating (inches)	Flood Frequency	Ponding Frequency
118	Capac sandy loam, 0 to 4 percent slopes	18	None	None
12	Brookston and Colwood loams	0	None	Frequent
27	Houghton and Adrian mucks	0	None	Frequent
59	Urban Land	-	-	-
W	Water	-	-	-



SOILS MAP
1" = 250'

SURVEY NOTES

1. UTILITY INFORMATION SHOWN IS FROM OBSERVED EVIDENCE ONLY. CONTACT MISS DIG PRIOR TO ANY CONSTRUCTION OR EARTHWORK.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 26125C0606F DATED SEPTEMBER 29, 2006 AND 26125C0607F DATED SEPTEMBER 29, 2006, THE SUBJECT PARCEL IS LOCATED IN ZONE "X" WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

NOTES

1. SURVEY INFORMATION PROVIDED BY DIFFIN-UMLOR, DATED 07-13-17.
2. BEARINGS ARE BASED ON HELD BEARING OF N01°03'30"W ALONG THE WEST LINE SECTION 17 PER DEEDED LEGAL DESCRIPTION.
3. SOILS INFORMATION REFERENCED FROM USDA NRCS WEB SOILS SURVEY, ACCESSED 2016.
4. ALL ON-SITE ASPHALT, GRAVEL AND STRUCTURES SHALL BE REMOVED.
5. CITY REGULATED WOODLAND LIMITS HAVE BEEN DEPICTED PER CITY WOODLAND MAP.
6. CONTOUR INFORMATION REFERENCED FROM COUNTY GIS SYSTEM.

LEGAL DESCRIPTION AS SURVEYED

PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE N01°03'30"W, ALONG THE WEST LINE OF SAID SECTION 17, 2010.72 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE OF SECTION 17, N01°03'30"W 117.55 FEET; THENCE N89°40'58"E 770.12 FEET; THENCE N01°04'20"W 510.09 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17; THENCE N89°40'58"E, ALONG SAID EAST-WEST 1/4 LINE, 1665.21 FEET; THENCE S00°07'08"W 627.60 FEET; THENCE S89°40'58"W 2422.31 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 25.99 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO THAT PART NOW USED AS WIXOM ROAD.

WETLAND NOTES

WETLAND DELINEATION PERFORMED ON JUNE 20, 2017

TITLE COMMITMENT REFERENCE NUMBER	DESCRIPTION	STATUS ON PLAT	AFFECT ON PROPERTY
1	Any taxes, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.	NOT SHOWN	AFFECTS PARCEL
2	Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.	NOT SHOWN	AFFECTS PARCEL
3	Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.	SHOWN	AFFECTS PARCEL
4	Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.	NOT SHOWN	AFFECTS PARCEL
5	Taxes and assessments not due and payable at Commitment Date.	NOT SHOWN	AFFECTS PARCEL
6	The interest of TLC Property, LLC a Michigan limited liability company, vendee(s), from Novi Properties, Inc., a Michigan corporation, vendor(s), and the Terms, Covenants, Conditions and Provisions of said Land Contract, as disclosed by Memorandum of Land Contract dated November 19, 2014, recorded December 1, 2014, in Liber 47642, page 811.	NOT SHOWN	AFFECTS PARCEL
7	Assignment of Leases and Rents executed by TLC Property, LLC, a Michigan limited liability company to Novi Properties, Inc., a Michigan corporation, dated November 19, 2014, recorded December 1, 2014, in Liber 47642, page 815.	NOT SHOWN	AFFECTS PARCEL
8	Right of Way in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 5613, page 527.	SHOWN	AFFECTS PARCEL
9	Oil, Gas and Mineral Lease in favor of Samoco, Inc., a Michigan corporation, as disclosed by instrument dated May 20, 1985, and recorded in Liber 9680, page 338, Mutual Covenant Agreement dated December 30, 1986 as evidenced by Affidavit recorded in Liber 12926, page 186, Surface Agreement recorded in Liber 12927, page 182 and Surface Use Agreement recorded in Liber 47676, page 125, and Master Assignments thereof. This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.	SHOWN	AFFECTS PARCEL

TITLE COMMITMENT REFERENCE NUMBER	DESCRIPTION	STATUS ON PLAT	AFFECT ON PROPERTY
10	Highway & Utility Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 12021, page 40.	SHOWN	AFFECTS PARCEL
11	Drainage Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 13319, page 126.	SHOWN	AFFECTS PARCEL
12	Regional Detention Basin Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 13537, page 767.	SHOWN	AFFECTS PARCEL
13	Drainage Easement in favor of City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 13945, page 6.	SHOWN	AFFECTS PARCEL
14	Any rights, title interest or claim thereof, that pertain to the land taken, used or granted for streets, roads or highways.	SHOWN	AFFECTS PARCEL
15	The following matters as referenced by survey dated August 8, 2014, prepared by Greenleaf Engineering, Inc., being Job No. 14-236: a. Overhead lines crossing property and property lines. b. Storm sewers, telephone pedestals, light poles, and monitoring wells on property. c. Fence inside Northerly and Southerly property lines and crossing Northerly, Southerly, and Westerly property lines. d. Retaining wall inside and crossing Northerly property line.	SHOWN	AFFECTS PARCEL
16	Interest of others in oil, gas and mineral rights, if any, recorded in the public records or unrecorded.	NOT SHOWN	AFFECTS PARCEL
17	Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.	NOT SHOWN	AFFECTS PARCEL
18	Rights of tenants, if any, under any unrecorded leases.	NOT SHOWN	AFFECTS PARCEL
19	Lien for outstanding water or sewer charges, if any.	NOT SHOWN	AFFECTS PARCEL

Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXISTING UTILITIES NOT SHOWN OR SHOWN INCORRECTLY, CONNECTIONS WITH, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES OR OF ANY OTHER PERSONS.

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ATWELL
888.850.4000 www.atwell-group.com
201 E. LIBERTY STREET
ANN ARBOR, MI 48104
734.994.9000

SECTION 17
TOWN 01 NORTH, RANGE 08 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

CLIENT
PULTE HOMES

THE VILLAS AT STONEBROOK
FINAL SITE PLAN

EXISTING CONDITIONS & DEMOLITION PLAN

DATE
OCTOBER 8, 2018

11-26-2018 PER CITY REVIEW
01-31-2019 PER CITY REVIEW

REVISIONS

SCALE 0 50 100
1" = 100 FEET
DR. SK CH. SS
P.M. M. BUSH
BOOK --
JOB 17000933
SHEET NO. 33

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 MAY 24 AM 10: 28

LIBER 52859 PAGE 852
$21.00 MISC RECORDING
$4.00 REMONUMENTATION
$5.00 AUTOMATION
05/24/2019 02:03:52 PM RECEIPT# 55083
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Agreement") is made as of May 6, 2019, by and between City of Novi, Michigan, a Michigan municipal corporation ("Grantor"), whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375, and Somoco, Inc., a Michigan corporation ("Grantee"), whose address is 13865 S. West Bay Shore Dr., Ste. 200, Traverse City, Michigan 49684.

RECITALS

A. Grantor is the owner of real property located in the City of Novi, Oakland County, State of Michigan, described on Exhibit A attached hereto (the "Grantor's Property").

7P

B. Grantor's predecessor-in-interest and Grantee entered into a Surface Agreement dated February 22, 1990 and recorded in Liber 12921, Page 182, Oakland County Records (as it may be amended, the "Surface Agreement") under which Grantor's predecessor-in-interest granted Grantee a leasehold interest ("Grantee's Leasehold Interest") in an oil production facility located on Grantor's Property (the "Grantee's Facility").

C. Grantor desires to grant to Grantee a non-exclusive easement over a portion of the Grantor's Property as hereinafter set forth.

NOW, THEREFORE, for One Dollar ($1), the receipt and adequacy of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, its employees, invitees and licensees, a non-exclusive easement ("Easement") over a portion of the Grantor's Property described on Exhibit B attached hereto and depicted on Exhibit C attached hereto (the "Easement Area") for vehicular ingress and egress to and from Grantee's Facility over the driveway to be constructed by or on Grantor's behalf within the Easement Area ("Driveway").

2. Grantee acknowledges and agrees that the Easement is non-exclusive and that the Driveway and Easement Area may be used by Grantor, its employees, invitees and licensees and, for so long as Grantor elects to use Grantor's Property as a public park, the public.

3. Subject to obtaining Grantee's prior written consent, which consent shall not be unreasonably withheld, Grantor, or any other owner of the Grantor's Property has the right, at its cost, to relocate the Easement and Driveway.

4. This Agreement and the Easement shall terminate concurrent with the termination of the Grantee's Leasehold Interest in Grantee's Facility under the Surface Agreement.

5. This Agreement may be amended or modified and any requirement of this Agreement may be waived only by the written consent of all the parties hereto, evidenced by a document which has been fully executed, notarized, and recorded in the records of the County in which the Grantor's Property is situated.

OK - MH

6. Grantor represents that Grantor is the fee simple owner of the Grantor's Property with full authority to execute this Agreement and grant the Easement described in this Agreement.

7. This Agreement is governed by the laws of the State of Michigan.

8. This Agreement runs with the Grantor's Property and binds the Grantor's Property and Grantor's successors in title. This Agreement binds and inures to the benefit of Grantee and is successors and assigns, except that Grantee shall not assign its rights or obligations under this Agreement except to a permitted assignee of Grantee's Leasehold Interest as and to the extent permitted under the Surface Agreement.

9. This Agreement may be signed in counterparts, each of which shall constitute an original but all of which shall together constitute one and the same Agreement.

10. The Recitals hereto are incorporated herein by this reference.

11. This Agreement is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY OF NOVI, MICHIGAN, a Michigan municipal corporation

By: _____

Its: Robert J. Gatt, Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 6th day of MAY, 2019, by Robert J. Gatt, Mayor, the _____ of City of Novi, Michigan, a Michigan municipal corporation, on behalf of the corporation.

_____

Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County
My Commission Expires: OCT. 13, 2024

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF OAKLAND

SOMOCO, INC., a Michigan corporation

By: _____

Its: Vice President Patrick M. Gibson

STATE OF MICHIGAN)
)ss
COUNTY OF Leelanau)

The foregoing instrument was acknowledged before me this 21st day of January, 2019, by Patrick M. Gibson, the Vice President of Somoco, Inc., a Michigan corporation, on behalf of said entity.

_____
Karen Waterson
Notary Public
Leelanau County, Michigan
Acting in Leelanau County
My Commission Expires: 10/30/20

Drafted by [redacted]

Nicholas P. Scavone, Jr.
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, MI 48226
313-259-7777

When Recorded Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

DESCRIPTION OF THE GRANTOR'S PROPERTY

Property situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

T1N, R8E, SECTION 17, PART OF THE SW 1/4. BEGINNING AT POINT DISTANT N04°04'19"W 1666.34 FEET FROM THE SW SECTION CORNER; THENCE N04°04'19"W 343.67 FEET; THENCE N86°38'51"E 2422.50 FEET; THENCE S02°54'21"E 1329.76 FEET; THENCE S86°36'55"W 422.60 FEET; THENCE S03°11'51"E 678.08 FEET; THENCE S86°35'42"W 630.62 FEET; THENCE N02°47'07"W 403.46 FEET; THENCE N87°12'53"E 46 FEET; THENCE N02°47'07"W 704.49 FEET; THENCE N87°12'53"E 329 FEET; THENCE N02°37'05"W 278.58 FEET; THENCE S87°22'55"W 416.40 FEET; THENCE N02°47'07"W 69.84 FEET; THENCE S87°12'53"W 537.33 FEET; THENCE N03°50'53"W 208.58 FEET; THENCE S86°09'07"W 787.52 FEET TO THE PLACE OF BEGINNING, CONTAINING 52.16 ACRES.

Tax parcel # 22-17-300-016

EXHIBIT B

DESCRIPTION OF THE DRIVEWAY

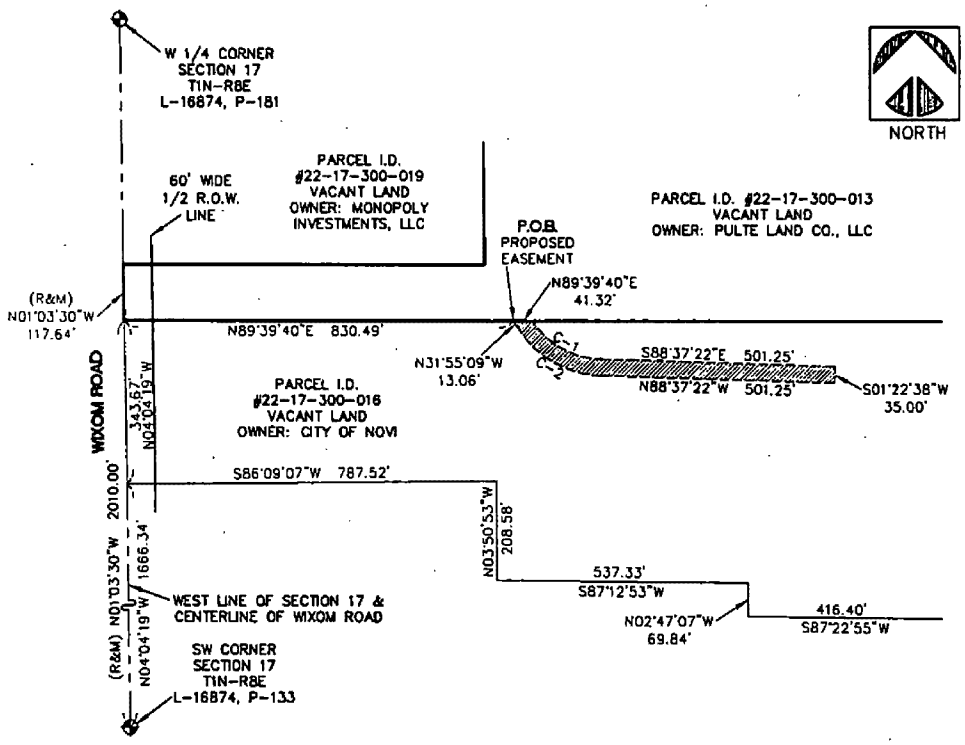
Property situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 17; THENCE N01°03'30"W, ALONG THE WEST LINE OF SAID SECTION 17, 2010.00 FEET; THENCE N89°39'40"E 830.49 FEET TO THE POINT OF BEGINNING; THENCE N89°39'40"E 41.32 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 182.50 FEET, AN ARC LENGTH OF 172.03 FEET, A DELTA OF 54°00'30" AND A CHORD BEARING AND DISTANCE OF S61°37'07"E 165.73 FEET; THENCE S88°37'22"E 501.25 FEET; THENCE S01°22'38"W 35.00 FEET; THENCE N88°37'22"W 501.25 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 217.50 FEET, AN ARC LENGTH OF 215.25 FEET, A DELTA OF 56°42'12" AND A CHORD BEARING AND DISTANCE OF N60°16'16"W 206.57 FEET; THENCE N31°55'09"W 13.06 FEET TO THE POINT OF BEGINNING.

PT 22-17-300-014

EXHIBIT C

DEPICTION OF THE DRIVEWAY



CURVE DATA

C1
RADIUS=182.50'
ARC LENGTH=172.03'
DELTA=54°00'30"
CHORD=S81°37'07"E
165.73'

C2
RADIUS=217.50'
ARC LENGTH=215.25'
DELTA=56°42'12"
CHORD=N60°16'16"W
208.57'

SHEET 2 OF 3

0 150 300 600 SCALE: 1 inch = 300 ft.

I, WES LEE O. UMLOR, PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE HEREIN DESCRIBED PARCELS OF LAND; THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS IS NOTED AND WITHIN THE ACCEPTED LIMITS; AND THAT I HAVE FULLY COMPLIED WITH THE REGULATIONS OF ACT 132, P.A. 1970.

BASIS OF BEARINGS: HELD BEARING OF N01°03'30"W ALONG THE WEST LINE SECTION 17 PER DEEDED LEGAL DESCRIPTION.

ERROR OF CLOSURE: 1/10,000+

Diffin-Umlor
& ASSOCIATES
Civil Engineering • Surveying • Landscaping • Construction Services
49287 WEST ROAD, WIXOM, MI 48393
PH: (248) 773-7656, FAX: (866) 690-4307

STATE OF MICHIGAN
WES LEE O. UMLOR
PROFESSIONAL SURVEYOR
No. 58369
LICENSED PROFESSIONAL SURVEYOR

EASEMENT LAYOUT

CLIENT:
PULTE LAND COMPANY, LLC
A MICHIGAN LIMITED LIABILITY COMPANY
100 BLOOMFIELD HILLS PARKWAY,
BLOOMFIELD HILLS, MI 48304

SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

Date: 11-28-2018
Project No.: 181103

EXHIBIT H

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION, a non-profit corporation,

Plaintiff,

vs.

Case No. 2026-223396-CC
Hon. Yasmine I. Poles

CITY OF NOVI, a domestic municipal corporation, and AVALON INVESTMENT GROUP, LLC, a Michigan limited liability company,

Defendants.

/

WARNER NORCROSS + JUDD LLP
John A. MacKenzie (P 80386)
Alexandra Tillman (P 87532)
Attorneys for Plaintiff
12900 Hall Road, Suite 200
Sterling Heights, MI 48313
(586) 303-4100

PLUNKETT COONEY
RHONDA R. STOWERS (P64083)
Attorney Avalon Investment Group, LLC
111 E. Court Street, Suite 1B
Flint, MI 48502-1649
(810) 342-7003
rstowers@plunkettcooney.com

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
Thomas R. Schultz (P 42111)
Elizabeth K. Saarela (P 60265)
Attorneys for Defendant City of Novi
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550
(248) 489-4100

/

AFFIDAVIT OF ERICK ZINSER

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

ERICK ZINSER, being first duly sworn, deposes and states:

1. I am the Chief of Police for the City of Novi and have been since February of 2022. I have been with the Novi Police Department since 1998.

2. With respect to Wildlife Woods Park, the police department does not have any more enforcement issues with respect to use of the park than it does with any other City park.

3. There are no more calls to the department about Wildlife Woods Park than to other City parks generally, including from residents of Stonebrook.

4. The police department considers the activity in Wildlife Woods Park to be normal, expected use of a City park.

Further, Affiant sayeth not.

ERICK ZINSER

Subscribed and sworn to before me this
24th day of August, 2026.

Notary Public
Oakland County, Michigan
My Commission Expires: 11-04-2030

RACHEL RAINS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Nov. 04, 2030
Acting in the County of Oakland

EXHIBIT I

0081010

LIBER 52859 PAGE 844
$21.00 MISC RECORDING
$4.00 REMONUMENTATION
$5.00 AUTOMATION
05/24/2019 02:03:52 PM RECEIPT# 55083
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 MAY 24 AM 10: 28

PUBLIC ACCESS EASEMENT

THIS PUBLIC ACCESS EASEMENT (this "Agreement") is made as of ~~February 26~~ MAY 6, 2019, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company ("Grantor"), whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304, and City of Novi, Michigan, a Michigan municipal corporation ("Grantee"), whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375.

RECITALS

A. Grantor is the owner, or shall become the owner, of real property located in the City of Novi, Oakland County, State of Michigan, described on Exhibit A attached hereto (the "Grantor's Property").

B. Grantee is the owner of real property located in the City of Novi, Oakland County, State of Michigan, described on Exhibit B attached hereto (the "Grantee's Property").

8P
E

C. Grantor desires to grant a non-exclusive, public easement over a portion of the Grantor's Property as hereinafter set forth.

NOW, THEREFORE, for One Dollar ($1), the receipt and adequacy of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, its employees, invitees, and licensees, a non-exclusive, public, and perpetual easement (the "Easement") on, over and across the portion of the Grantor's Property described on Exhibit C attached hereto and depicted on Exhibit D attached hereto (the "Driveway") for all reasonable and customary use associated with the rights of the public for ingress and egress without charge, including vehicular traffic, on and over the Easement, to access the public park located on Grantee's Property.

2. Grantor (or an applicable condominium or homeowner association) shall maintain the Driveway in a good and safe condition, free of debris or waste, and free of accumulations of ice or snow in a condition and manner meeting or exceeding the applicable standards or criteria specified by law, rule, regulation, or ordinance, and in a condition and manner meeting or exceeding Grantee's maintenance of adjoining driveways and parking lots.

3. Grantee acknowledges and agrees that Grantor, or any other owner of the Grantor's Property (or an applicable condominium or homeowner association) has the right, at its cost, to relocate the Driveway.

4. This Agreement may be amended or modified and any requirement of this Agreement may be waived only by the written consent of all the parties hereto, evidenced by a document which has been fully executed, notarized, and recorded in the records of the County in which the Grantor's Property is situated.

5. Grantor represents that Grantor is the fee simple owner of the Grantor's Property with full authority to execute this Agreement and grant the Easement described in this Agreement.

6. This Agreement is governed by the laws of the State of Michigan.

OK - MH

Detroit_15785838_2

7. This Agreement and all other rights and obligations of the parties hereunder shall run with the land and shall bind and inure to the benefit of the respective parties hereto and their personal representatives, heirs, successors and assigns.

8. This Agreement may be signed in counterparts, each of which shall constitute an original but all of which shall together constitute one and the same Agreement.

9. The Recitals hereto are incorporated herein by this reference.

10. This Agreement is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

PULTE HOMES OF MICHIGAN LLC,
a Michigan limited liability company

By: Joe Skore
Its: Vice President of Land Acquisition

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of February, 2019, by Joe Skore, the Vice President of Land Acquisition of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of said entity.

Deborah Altman
Deborah Altman
Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: July 3, 2023

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

CITY OF NOVI, MICHIGAN, a Michigan municipal corporation

By: _____

Its: Robert J. Gatt, Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 6th day of May, 2019, by Robert J. Gatt, Mayor the _____ of City of Novi, Michigan, a Michigan municipal corporation, on behalf of said entity.

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF OAKLAND

Marilyn S. Troutman
Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County
My Commission Expires: OCT. 13, 2024

Drafted by:

Nicholas P. Scavone, Jr.
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, MI 48226
313-259-7777

When Recorded Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

EXHIBIT A

DESCRIPTION OF THE GRANTOR'S PROPERTY

Property situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 17; THENCE N01°03'30"W, ALONG THE WEST LINE OF SAID SECTION 17, 2010.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE OF SECTION 17, N01°03'30"W 117.64 FEET; THENCE N89°39'40"E 770.00 FEET; THENCE N01°03'30"W 510.71 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 17; THENCE N89°40'58"E, ALONG SAID EAST-WEST 1/4 LINE, 1665.34 FEET; THENCE S00°07'10"W 627.69 FEET; THENCE S89°39'40"W 2422.44 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 25.99 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO THAT PART NOW USED AS WIXOM ROAD.

Tax Parcel Number: 22-17-300-013

Commonly known as: 26700 Wixom Road, Novi, Michigan 48374

Detroit_15785838_2

EXHIBIT B

DESCRIPTION OF THE GRANTEE'S PROPERTY

Property situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

T1N, R8E, SECTION 17, PART OF THE SW 1/4. BEGINNING AT POINT DISTANT N04°04'19"W 1666.34 FEET FROM THE SW SECTION CORNER; THENCE N04°04'19"W 343.67 FEET; THENCE N86°38'51"E 2422.50 FEET; THENCE S02°54'21"E 1329.76 FEET; THENCE S86°36'55"W 422.60 FEET; THENCE S03°11'51"E 678.08 FEET; THENCE S86°35'42"W 630.62 FEET; THENCE N02°47'07"W 403.46 FEET; THENCE N87°12'53"E 46 FEET; THENCE N02°47'07"W 704.49 FEET; THENCE N87°12'53"E 329 FEET; THENCE N02°37'05"W 278.58 FEET; THENCE S87°22'55"W 416.40 FEET; THENCE N02°47'07"W 69.84 FEET; THENCE S87°12'53"W 537.33 FEET; THENCE N03°50'53"W 208.58 FEET; THENCE S86°09'07"W 787.52 FEET TO THE PLACE OF BEGINNING, CONTAINING 52.16 ACRES.

Tax Parcel Number: 22-17-300-016

Detroit_15785838_2

EXHIBIT C

DESCRIPTION OF THE DRIVEWAY

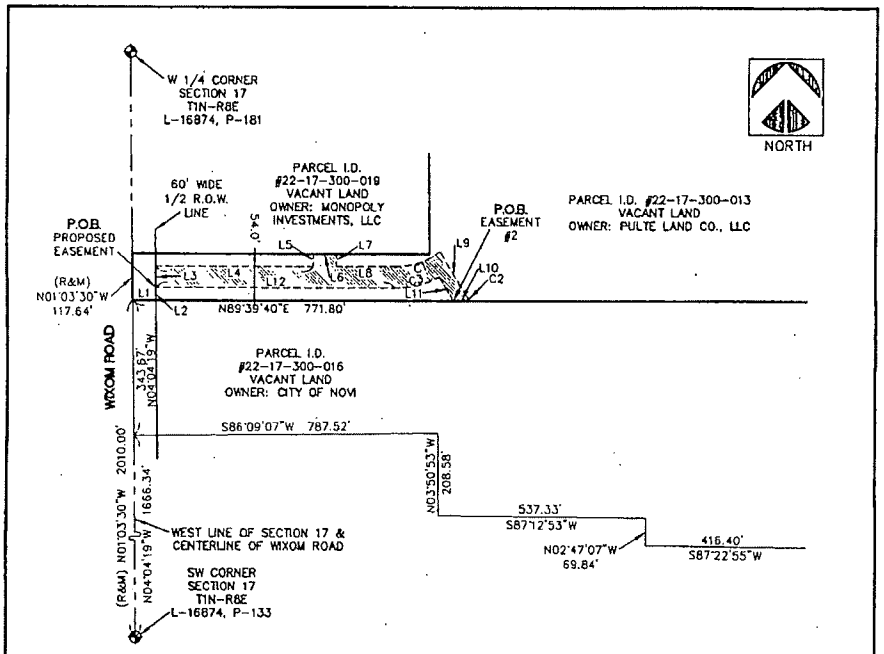
Property situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 17; THENCE N01°03'30"W, ALONG THE WEST LINE OF SAID SECTION 17, 2010.00 FEET; THENCE N89°39'40"E 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF WIXOM ROAD; THENCE N01°03'30"W, ALONG SAID RIGHT OF WAY LINE, 31.89 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, N01°03'30"W 54.00 FEET; THENCE N89°39'53"E 408.15 FEET; THENCE N00°20'20"W 31.77 FEET; THENCE N89°39'40"E 60.00 FEET; THENCE S00°20'20"E 31.77 FEET; THENCE N89°39'53"E 152.53 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 189.03 FEET, AN ARC LENGTH OF 123.82 FEET, A DELTA OF 37°31'42" AND A CHORD BEARING AND DISTANCE OF N70°53'51"E 121.61 FEET; THENCE S31°55'09"E 138.24 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 182.50 FEET, AN ARC LENGTH OF 8.59 FEET, A DELTA OF 02°41'43" AND A CHORD BEARING AND DISTANCE OF S33°16'00"E 8.58 FEET; THENCE S89°39'40"W 41.32 FEET; THENCE N31°55'09"W 70.65 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 243.03 FEET, AN ARC LENGTH OF 118.54 FEET, A DELTA OF 27°56'46" AND A CHORD BEARING AND DISTANCE OF S75°41'22"W 117.37 FEET; THENCE S89°39'53"W 619.99 FEET TO THE POINT OF BEGINNING.

Part of Tax Parcel Number: 22-17-300-013

EXHIBIT D

DEPICTION OF THE DRIVEWAY



LINE DATA

LINE #	BEARING	DISTANCE
L1	N89°39'40"E	60.00'
L2	N01°03'30"W	31.89'
L3	N01°03'30"W	54.00'
L4	N89°39'53"E	408.15'
L5	N00°20'20"W	31.77'
L6	N89°39'40"E	60.00'
L7	S00°20'20"E	31.77'
L8	N89°39'53"E	152.53'
L9	S31°55'09"E	138.24'
L10	S89°39'40"W	41.32'
L11	N31°55'09"W	70.65'
L12	S89°39'53"W	619.99'

CURVE DATA

	RADIUS=189.03'
	ARC LENGTH=123.82'
C1	DELTA=37°31'42"
	CHORD=N70°53'51"E
	121.61'
	RADIUS=182.50'
	ARC LENGTH=8.59'
C2	DELTA=02°41'43"
	CHORD=S33°16'00"E
	8.58'
	RADIUS=243.03'
	ARC LENGTH=118.54'
C3	DELTA=27°56'46"
	CHORD=S75°41'22"W
	117.37'

SHEET 2 OF 3

0 150 300 600 SCALE: 1 inch = 300 ft

I, WES LEE O. UMLOR, PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE HEREIN DESCRIBED PARCELS OF LAND; THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS IS NOTED AND WITHIN THE ACCEPTED LIMITS; AND THAT I HAVE FULLY COMPLIED WITH THE REGULATIONS OF ACT 132, P.A. 1970.

BASIS OF BEARINGS: HELD BEARING OF N01°03'30"W ALONG THE WEST LINE SECTION 17 PER DEEDED LEGAL DESCRIPTION.

ERROR OF CLOSURE: 1/10,000+

STATE OF MICHIGAN
WES LEE O. UMLOR
PROFESSIONAL SURVEYOR
No. 56369
LICENSED PROFESSIONAL SURVEYOR

EASEMENT LAYOUT

CLIENT:
PULTE LAND COMPANY, LLC
A MICHIGAN LIMITED LIABILITY COMPANY
100 BLOOMFIELD HILLS PARKWAY,
BLOOMFIELD HILLS, MI 48304

SECTION 17
TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

Date: 11-28-2018
Project No.: 181103

Diffin-Umlor & ASSOCIATES
Civil Engineering • Surveying • Landscaping • Construction Services
49287 WEST ROAD, WIXOM, MI 48393
PH: (248) 773-7656, FAX: (866) 690-4307

TAB 3

FILED Received for Filing Oakland County Clerk 8/24/2026 12:01 PM

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

VILLAS AT STONEBROOK CONDOMINIUM ASSOCIATION,

Plaintiff/Counter-Defendant,

v

CITY OF NOVI

Defendant/Counter-Plaintiff,

and

AVALON INVESTMENT GROUP, LLC,

Defendant.

Case No. 2026-223396-CC

Hon. Yasmine Poles

John A. MacKenzie (P80386) Alexandra Tillman (P87532) WARNER NORCROSS + JUDD LLP *Attorneys for Plaintiff* 12900 Hall Road, Suite 200 Sterling Heights, MI 48313 (586) 303-4100 jmackenzie@wnj.com atillman@wnj.com	Thomas R. Schultz (P42111) ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C. *Attorney for Def/Counter-Pl Novi* 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331-3550 (248) 489-4100 tschultz@rsjalaw.com Rhonda R. Stowers (P64083) PLUNKETT COONEY *Attorneys for Defendant Avalon* 111 E. Court St., Ste. 1B Flint, MI 48502 (810) 342-7003 / F: (248) 901-4040 rstowers@plunkettcooney.com mmcphail@plunkettcooney.com

DEFENDANT AVALON'S RESPONSE TO PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

NOW COMES Defendant, AVALON INVESTMENT GROUP, LLC ("Avalon"), by and through its attorneys, PLUNKETT COONEY, and for its Response to Plaintiff/Counter-Defendant's, Villas at Stonebrook Condominium Association, Motion For Temporary Restraining Order and Preliminary Injunction, hereby states as follows:

INTRODUCTION

Plaintiff's Motion fails in its entirety because Plaintiff cannot satisfy any of the four factors required for injunctive relief. Plaintiff is bound by the terms and conditions of the Planned Suburban Low-Rise Overlay District (PSLR) agreement between Plaintiff's predecessor, Pulte Homes, which specifically proposed and agreed to provide an access easement over Stonebrook Drive to develop the property to the north (i.e., Avalon's property) and Stonebrook's own Master Deed, which incorporated the PSLR agreement. Plaintiff received the benefit of significant development variances and nearly $1 million in brownfield reimbursement for the Stonebrook project as a result of the agreement. Not only was the 2019 PSLR agreement recorded with the Register of Deeds, it was also incorporated into the terms and conditions of the Master Deed for Stonebrook. Plaintiff took title with full notice of these obligations and is not entitled to a temporary restraining order nor a preliminary injunction to avoid the clear terms of both of these documents.

Moreover, the bulk of Plaintiff's argument concerns complaints relating to park access, but Plaintiff is not seeking to enjoin that access and those issues are irrelevant for purposes of its Motion. Plaintiff cannot bootstrap park-related grievances into an injunction against Avalon, which is only in the very preliminary stages of its approved development and has generated no construction traffic on Stonebrook Drive. There is no urgency, no irreparable harm, and no basis for the extraordinary relief Plaintiff seeks.

FACTUAL BACKGROUND

This Court has been frankly deluged with filing materials. Plaintiff's Motion is comprised of 186 pages, many of which are duplicative of Plaintiff's Complaint exhibits; this Court has also had repeated renditions of the facts in the Motion, the Complaint, and the City of Novi's Counter-Complaint. For the sake of brevity, Avalon would like to merely highlight some of these facts and document provisions, which it views as dispositive.

Perhaps the most critical of these is the PSLR Agreement and voluntary easement, which is Exhibit B to Plaintiff's Motion.

Paragraph 4(D) of the PSLR Agreement provides:

> The Developer **shall provide an access easement** on the north side of the proposed entry drive as shown on the Planned Suburban Low Rise Concept Plan for future connection capability to neighboring properties to eliminate multiple exits onto Wixom Road.

The "neighboring properties" on the north side of the proposed entry drive is now Avalon's property.

The PSLR agreement was intended to be appurtenant to the land. Paragraph 9 of the Agreement expressly provides:

> This Agreement shall run with the Land and be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns, tenants and transferees. (Id.).

The Agreement was recorded on May 13, 2019. The Master Deed for Villas at Stonebrook was recorded on July 16, 2019, **after** the PSLR Agreement, and Stonebrook owners are therefore bound by its terms. Furthermore, Section 4.6 of the Master Deed provides, in pertinent part:

> The Project is subject to the terms and conditions of the Development Agreement with the City which governs development of the Project as described in Section 3.13. The Development Agreement sets forth

> requirements for the development, construction and use of the Project....By taking title to a Unit in the Community, **each Owner acknowledges and agrees to the requirements of the Development Agreement**, and the obligations of the Unit Owners related thereto.

The referenced Section (3.13) specifically identifies the PSLR as the Development Agreement.[1]

Despite Plaintiff's current framing of issues, this easement was not "forced" or "imposed" upon the Stonebrook development by governmental fiat. The City Council minutes from February 26, 2018 confirm that the access easement **was Pulte's own proposal** and was done to obtain substantial variances from the City, to include being allowed to access Stonebrook from Wixom Road at all. (Ex. C to Pl.'s Mot., p. 4, ¶ 2b & e). The deviation from ordinance requirements was granted specifically "because of the **applicant's offer** to provide an easement for the adjacent property to share access if needed" and "as the **Developer is proposing** to provide access and utility easements to "neighboring properties to eliminate multiple curb cuts on Wixom Road." (Id.). It is against this factual backdrop that Plaintiff declares that it is entitled to an injunction that negates its contractual obligations and prevents Avalon from making any use of its property.

LAW AND ANALYSIS

A party seeking the "extraordinary remedy" of a preliminary injunction must satisfy a demanding standard. *Pontiac Fire Fighters Union Local 376 v. City of Pontiac*, 482 Mich. 1, 8 (2008). Under Michigan law, a party seeking a preliminary injunction must demonstrate: (1) irreparable harm will result if the injunction is not issued; (2) the harm to the applicant absent the injunction outweighs the harm to the opposing party if the injunction is issued;

[1] Plaintiff did not include the Master Deed in its Motion filing; however, it is Exhibit C to Plaintiff's Complaint and therefore was filed with the Court.

(3) a likelihood of success on the merits; and (4) the injunction will not harm the public interest. *Detroit Fire Fighters Ass'n, IAFF Local 344 v City of Detroit*, 482 Mich 18, 35 (2008).

The standard for a preliminary injunction is demanding because it allows a court to grant relief "before a case is even decided on the merits." *Mich. Coal. of State Employee Unions v. Mich. Civil Serv. Comm'n*, 465 Mich. 212, 219 (2001). As a result, a party must support its claim to a preliminary injunction with facts and argument that correspond with the "extraordinary nature" of the relief. *Pontiac Fire Fighters*, 482 Mich. at 8. Plaintiff's Motion does not satisfy the test required to secure a preliminary injunction.

ANALYSIS

The primary factors to be considered by this Court weigh against the extraordinary remedy of issuing a temporary restraining order or an injunction.

1. Plaintiff has not established irreparable harm.

Plaintiff contends that the "loss of use and enjoyment, and liability risk, is an irreparable harm that money damages cannot cure" but fails to describe how it has lost (or will lose) any use or enjoyment, or is at higher risk of liability. The easements at issue are non-exclusive and do not prevent Plaintiff from using or enjoying the road. Nor has Plaintiff shown a higher risk of liability. The traffic concerns on Stonebrook Drive are fundamentally distinct from a main thoroughfare like Wixom Road. There is no evidence that there would be increased liability on Plaintiff if Avalon were to use Stonebrook Drive.

Plaintiff also complains that maintenance falls on the Stonebrook owners. Plaintiff and the resident owners of Stonebrook are responsible for maintenance of the road pursuant to the PSLR Agreement and the Master Deed, not through any actions of Defendants. Further, to the extent that the private road ultimately requires repair, that is financially compensable.

In short, Plaintiff cannot demonstrate any irreparable harm attributable to Avalon. Plaintiff devotes much of its brief to complaints about traffic, erratic driving, alcohol use, litter, motorized scooters, and dirt bikes on Stonebrook Drive. These complaints relate to park traffic, not to Avalon or the Camelot development.

Indeed, Plaintiff's Motion expressly states: "The injunction request is not seeking to enjoin use of Stonebrook Drive for access to the Park." (Motion at p. 17, fn. 1.). This admission is fatal to Plaintiff's request for relief against Avalon. If all of Plaintiff's current, concrete complaints relate to the park, and Plaintiff does not seek to enjoin park access, then there is no nexus between the alleged harm and the injunction sought against Avalon.

Avalon is in the very initial stages of its approved development. No construction has commenced and there is currently no Avalon traffic on Stonebrook Drive. The 22-unit Camelot development was approved only weeks ago on July 27, 2026. There is nothing pressing or imminent that would justify emergency injunctive relief. *Pontiac Fire Fighters Union Local 376 v City of Pontiac*, 482 Mich 1, 9 (2008) ("The mere apprehension of future injury or damage cannot be the basis for injunctive relief"). Plaintiff's Motion is properly denied.

2. Plaintiff is unlikely to succeed on the merits.

Plaintiff asserts that its taking claim is likely to succeed, despite the fact that it was a successor in title following the recording of the PSLR Agreement. The PSLR Agreement is a valid, enforceable covenant running with the land. Plaintiff, as Pulte's successor in interest, is bound by the PSLR Agreement's terms, including the condition of an easement to Avalon.

Further, the Agreement was incorporated and adopted in the Master Deed and Plaintiff (and the Stonebrook residents) agreed to be bound by its terms. Plaintiff cannot now disclaim the obligations it acquired when it took title.

Plaintiff's arguments are further undercut by the express waiver of its current inverse condemnation/takings claims. Paragraph 8 of the PSLR Agreement contains an express, unambiguous waiver of such claims. Pulte agreed that it could not "in the future . . . claim that enforcement of the Agreement and PSLR Overlay Concept Plan causes an inverse condemnation, other condemnation or taking of all or any portion of the Land." The inclusion of this provision in the PSLR Agreement precludes Plaintiff's current claims.

Besides, this is not a case of governmental compulsion as Plaintiff claims. It is a case of a sophisticated developer voluntarily proposing an easement as part of a negotiated package of benefits and obligations. Pulte proposed the easement, received extraordinary consideration in return, including the right to build Stonebrook in its current configuration and access to nearly $1 million in brownfield reimbursement. In these circumstances where consent has been given, a contractual bargain for value reached, and a signed agreement entered into and recorded to alert successors in title, there has been no taking.

3. The harm to Avalon outweighs the asserted harm to Plaintiff.

The balance of harms tips decisively against injunctive relief. Avalon received legitimate development approval from the Novi City Council on July 27, 2026. It has invested substantial resources in planning and obtaining approvals for the Camelot development. An injunction barring use of the contractually established access easement would not only halt Avalon's lawful development, but would prevent it from accessing its property entirely.

By contrast, Plaintiff faces no immediate harm from Avalon's activities. Avalon is in the initial planning stages—no construction traffic is currently using Stonebrook Drive to access the Camelot site. The concerns about traffic, safety, and nuisance that Plaintiff raises all relate to the park, which Plaintiff expressly declines to address through injunctive relief. Plaintiff's speculative concerns about **future** traffic from a 22-unit townhome development do not outweigh the certain harm to Avalon of enjoining its lawful project.[2]

4. The public interest is against an injunction.

The public interest is not served by enjoining lawful development that was properly approved through the municipal planning process, nor is the public served best by forcing several driveway entrances onto Wixom Road. This concern (of connecting to Wixom) was an issue when developing Stonebrook, and it was only approved to do so because it offered to limit the number of such connections by sharing its drive with the northern property (i.e., Avalon's). The Camelot development will provide 22 for-sale townhome units, addressing pressing housing needs in the community. The shared-access arrangement reduces curb cuts on Wixom Road, a safety benefit that the City's planning process specifically identified.

Granting an injunction would undermine the integrity of recorded development agreements, discourage negotiated resolutions between developers and municipalities, and signal that contractual commitments can be unilaterally repudiated by successor property owners. The public interest strongly favors the enforcement of voluntarily negotiated agreements and the protection of lawful development approvals.

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[2] Incidentally, Avalon's own PSLR approval includes conditions designed to benefit Plaintiff, including a potential maintenance cost-sharing agreement. Enjoining Avalon's development would deprive Plaintiff of the very benefits it now claims are lacking.

CONCLUSION

For all of the foregoing reasons, Defendant Avalon Investment Group, LLC respectfully requests that this Court deny Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction in its entirety.

Respectfully submitted,

PLUNKETT COONEY

Dated: 8/24/26

/s/Rhonda R. Stowers
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PROOF OF SERVICE

The undersigned certifies that on August 24, 2026, a copy of the foregoing document was served upon the attorney(s) of record in this matter at their stated business address as disclosed by the records herein via:

☐ Hand Delivery	☐ Overnight Mail
☐ U.S. Mail	☐ Facsimile
☐ E-Mail	☒ Electronic Filing System

I declare under the penalty of perjury that the foregoing statement is true to the best of my information, knowledge, and belief.

/s/ Marylynn McPhail
Marylynn McPhail