

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

PLANNED REZONING OVERLAY (PRO) AGREEMENT
MICHIGAN CAT

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

RECITATIONS:

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

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

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

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

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

1. The use of the site shall be limited to the outdoor storage of shoring and pump operation equipment as described in the developer's narrative, attached as **Exhibit C**, or equipment of a similar height, but in all cases, equipment being stored shall be limited to a maximum of ~~ten~~**fifteen** (1**50**) feet in height. This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position.
2. Developer shall provide a 20 foot wide access aisle easement across the length of the proposed site as shown on the concept plan to allow for proper emergency access to the Michigan CAT site. This area shall be kept clear of equipment and signage shall be provided near the existing gate located on the site.
3. Developer shall install a Motor City Historical Marker or a marker of similar character commemorating Michigan CAT's history within the City of Novi as shown on the concept plan which shall be reviewed in detail with the Preliminary Site Plan Review for consistency with other historical marker signage and verbiage. The Motor City Historical Marker shall be installed no later than one year after the start of construction.
4. Developer shall install a pedestrian plaza with a bench and six foot clear path access from the Novi Road sidewalk as shown on the concept plan, which shall be completed on or before one year after the start of construction. Developer shall grant the City an easement for public use of the pedestrian plaza, which plaza shall continue to be operated, maintained, and replaced by Developer.

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

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

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

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

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

Notwithstanding any other remedies in this Agreement, in the event that Applicant shall at any time fail to carry out the responsibilities above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon Applicant setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place of the hearing before the City Council, or such other Council, body, or official delegated by the City Council, for the purpose of allowing Applicant) to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken.

At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the

hearing, the City Council or other body or official designated to conduct the hearing determines that the required maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the property, and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by Applicant and such amount shall constitute a lien on the Property.

The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Applicant, all unpaid amounts may be placed on the delinquent tax roll of the City, and shall accrue interest and penalties, and be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Applicant, and, in such event, the Applicant shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

{Signatures begin on following page}

APPLICANT/DEVELOPER

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

By: _____

Its:

STATE OF _____)
) ss
COUNTY OF _____)

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

_____, Notary Public
_____, County, _____
Acting in _____ County, _____
My commission expires: _____

{Signatures continued on next page}

CITY OF NOVI

By: _____
Robert J. Gatt, Mayor

By: _____
Cortney Hanson, Clerk

:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

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

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Drafted by:

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

When recorded return to:

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

EXHIBIT A

LEGAL DESCRIPTION

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

COMMENCING AT THE W 1/4 CORNER OF SECTION 23; THENCE S03°10'28"E 165.44 FEET ALONG THE WEST LINE OF SAID SECTION 23, BEING APPROXIMATE CENTER LINE OF NOVI ROAD (120' WIDE RIGHT-OF-WAY), TO THE POINT OF BEGINNING; THENCE N87°01'31"E 527.86 FEET; THENCE S22°42'42"E 228.37 FEET; THENCE S03°19'33"E 231.34 FEET; THENCE N86°40'27"E 63.20 FEET; THENCE S39°46'18"E 177.77 FEET; THENCE N86°40'27"E 263.12 FEET; S39°38'42"E 693.34 FEET ALONG AND IN PART ON THE "TEN NOVI INDUSTRIAL PARK SUBDIVISION." (L. 178 OF PLATS, PAGE 22, OAKLAND COUNTY RECORDS); THENCE S86°24'42"W 849.70 FEET ALONG AND IN PART OF SAID "TEN NOVI INDUSTRIAL PARK SUBDIVISION:" THENCE S03°10'48"E 193.60 FEET; THENCE S86°24'42"W 599.62 FEET, TO THE WEST LINE OF; THENCE N03°10'28"W 1351.89 FEET, ALONG THE WEST LINE OF SAID SECTION 23, TO THE POINT OF BEGINNING.

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

BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 34 MINUTES 50 SECONDS EAST 400.00 FEET AND NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 812.00 FEET AND NORTH 89 DEGREES 32 MINUTES 20 SECONDS EAST 199.65 FEET AND NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 100.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23 AND PROCEEDING THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 400.00 FEET FROM: THENCE 89 DEGREES 32 MINUTES 20 SECONDS EAST 696.65 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 272.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 417.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 25.42 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 68.00 FEET (REC. AS 68.60 FEET), CENTRAL ANGLE 117 DEGREES 25 MINUTES 04 SECONDS (REC. AS 117 DEGREES 34 MINUTES 51 SECONDS), AN ARC LENGTH OF 139.55 FEET, WHOSE CHORD BEARS SOUTH 20 DEGREES 03 MINUTES 00 SECONDS EAST 116.32 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 69.97 FEET, THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST 7.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 248.95 FEET TO THE POINT OF BEGINNING. CONTAINING 5.29 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.

EXHIBIT B

PRO PLAN

EXHIBIT C

DEVELOPER'S NARRATIVE

**PRO AGREEMENT - CLEAN
(APPLICANT PROPOSED)**

PLANNED REZONING OVERLAY (PRO) AGREEMENT
MICHIGAN CAT

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

RECITATIONS:

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

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

- F. Applicant desires to proceed with obtaining the site plan and engineering approval and the issuance of permits required to develop the Land in accordance with the approved PRO Plan (collectively, the “Development”). The City desires to ensure that all of the land that is depicted on the PRO Plan is developed in accordance with, and used only for the specific uses permitted by, this Agreement, the related documents and undertakings of Developer, and all applicable laws, City Ordinances, regulations, and standards of the City and other regulatory bodies. This Agreement will govern the development of the Land and is to be recorded with the Register of Deeds for the County of Oakland following execution by the parties.
- G. As an integral part of the Applicant’s request to the City for rezoning to the Proposed Classification, Developer agrees to develop and construct the storm water system, and other infrastructure necessary to develop and use the Land in conformance with the following undertakings and forbearances by Developer (such undertakings and forbearances hereafter referred to as the “Undertakings”):
 - i. **Uses Permitted.** Applicant shall develop and use the Land solely for the outdoor storage of shoring and pump operation equipment as described in the Developer's narrative, or equipment of a similar height, but in all cases, equipment being stored shall be limited to a maximum of fifteen (15) feet in height. This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position. Applicant shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.
 - ii. **Compliance with Applicable Laws and Regulations.** Applicant shall develop the Land in accordance with all applicable laws and regulations, and with all applicable ordinances, including all applicable setback requirements of the Zoning Ordinance with respect to the Proposed Classification, except as expressly authorized herein or as shown on the PRO Plan. The PRO Plan is acknowledged by both the City and Applicant to be a conceptual plan for the purpose of depicting the general area contemplated for development. Some deviations from the provisions of the

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

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

1. The use of the site shall be limited to the outdoor storage of shoring and pump operation equipment as described in the developer's narrative, attached as **Exhibit C**, or equipment of a similar height, but in all cases, equipment being stored shall be limited to a maximum of fifteen (15) feet in height. This restriction shall include trucks and cranes, the booms of which shall be stored in a horizontal position.
2. Developer shall provide a 20 foot wide access aisle easement across the length of the proposed site as shown on the concept plan to allow for proper emergency access to the Michigan CAT site. This area shall be kept clear of equipment and signage shall be provided near the existing gate located on the site.
3. Developer shall install a Motor City Historical Marker or a marker of similar character commemorating Michigan CAT's history within the City of Novi as shown on the concept plan which shall be reviewed in detail with the Preliminary Site Plan Review for consistency with other historical marker signage and verbiage. The Motor City Historical Marker shall be installed no later than one year after the start of construction.
4. Developer shall install a pedestrian plaza with a bench and six foot clear path access from the Novi Road sidewalk as shown on the concept plan, which shall be completed on or before one year after the start of construction. Developer shall grant the City an easement for public use of the pedestrian plaza, which plaza shall continue to be operated, maintained, and replaced by Developer.

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

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

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

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

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

Notwithstanding any other remedies in this Agreement, in the event that Applicant shall at any time fail to carry out the responsibilities above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon Applicant setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place of the hearing before the City Council, or such other Council, body, or official delegated by the City Council, for the purpose of allowing Applicant) to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken.

At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the

hearing, the City Council or other body or official designated to conduct the hearing determines that the required maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the property, and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by Applicant and such amount shall constitute a lien on the Property.

The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Applicant, all unpaid amounts may be placed on the delinquent tax roll of the City, and shall accrue interest and penalties, and be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Applicant, and, in such event, the Applicant shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

{Signatures begin on following page}

APPLICANT/DEVELOPER

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

By: _____

Its:

STATE OF _____)
) ss
COUNTY OF _____)

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

_____, Notary Public
_____, County, _____
Acting in _____ County, _____
My commission expires: _____

{Signatures continued on next page}

CITY OF NOVI

By: _____
Robert J. Gatt, Mayor

By: _____
Cortney Hanson, Clerk

:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

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

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Drafted by:

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

When recorded return to:

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

EXHIBIT A

LEGAL DESCRIPTION

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

COMMENCING AT THE W 1/4 CORNER OF SECTION 23; THENCE S03°10'28"E 165.44 FEET ALONG THE WEST LINE OF SAID SECTION 23, BEING APPROXIMATE CENTER LINE OF NOVI ROAD (120' WIDE RIGHT-OF-WAY), TO THE POINT OF BEGINNING; THENCE N87°01'31"E 527.86 FEET; THENCE S22°42'42"E 228.37 FEET; THENCE S03°19'33"E 231.34 FEET; THENCE N86°40'27"E 63.20 FEET; THENCE S39°46'18"E 177.77 FEET; THENCE N86°40'27"E 263.12 FEET; S39°38'42"E 693.34 FEET ALONG AND IN PART ON THE "TEN NOVI INDUSTRIAL PARK SUBDIVISION." (L. 178 OF PLATS, PAGE 22, OAKLAND COUNTY RECORDS); THENCE S86°24'42"W 849.70 FEET ALONG AND IN PART OF SAID "TEN NOVI INDUSTRIAL PARK SUBDIVISION:" THENCE S03°10'48"E 193.60 FEET; THENCE S86°24'42"W 599.62 FEET, TO THE WEST LINE OF; THENCE N03°10'28"W 1351.89 FEET, ALONG THE WEST LINE OF SAID SECTION 23, TO THE POINT OF BEGINNING.

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

BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 34 MINUTES 50 SECONDS EAST 400.00 FEET AND NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 812.00 FEET AND NORTH 89 DEGREES 32 MINUTES 20 SECONDS EAST 199.65 FEET AND NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 100.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23 AND PROCEEDING THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 400.00 FEET FROM: THENCE 89 DEGREES 32 MINUTES 20 SECONDS EAST 696.65 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 272.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 417.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 25.42 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 68.00 FEET (REC. AS 68.60 FEET), CENTRAL ANGLE 117 DEGREES 25 MINUTES 04 SECONDS (REC. AS 117 DEGREES 34 MINUTES 51 SECONDS), AN ARC LENGTH OF 139.55 FEET, WHOSE CHORD BEARS SOUTH 20 DEGREES 03 MINUTES 00 SECONDS EAST 116.32 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 69.97 FEET, THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST 7.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 248.95 FEET TO THE POINT OF BEGINNING. CONTAINING 5.29 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.

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

COMMENCING AT THE W 1/4 CORNER OF SECTION 23; THENCE S03°10'28"E 165.44 FEET ALONG THE WEST LINE OF SAID SECTION 23, BEING APPROXIMATE CENTER LINE OF NOVI ROAD (120' WIDE RIGHT-OF-WAY), TO THE POINT OF BEGINNING; THENCE N87°01'31"E 527.86 FEET; THENCE S22°42'42"E 228.37 FEET; THENCE S03°19'33"E 231.34 FEET; THENCE N86°40'27"E 63.20 FEET; THENCE S39°46'18"E 177.77 FEET; THENCE N86°40'27"E 263.12 FEET; S39°38'42"E 693.34 FEET ALONG AND IN PART ON THE "TEN NOVI INDUSTRIAL PARK SUBDIVISION." (L. 178 OF PLATS, PAGE 22, OAKLAND COUNTY RECORDS); THENCE S86°24'42"W 849.70 FEET ALONG AND IN PART OF SAID "TEN NOVI INDUSTRIAL PARK SUBDIVISION:" THENCE S03°10'48"E 193.60 FEET; THENCE S86°24'42"W 599.62 FEET, TO THE WEST LINE OF; THENCE N03°10'28"W 1351.89 FEET, ALONG THE WEST LINE OF SAID SECTION 23, TO THE POINT OF BEGINNING.

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

BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 34 MINUTES 50 SECONDS EAST 400.00 FEET AND NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 812.00 FEET AND NORTH 89 DEGREES 32 MINUTES 20 SECONDS EAST 199.65 FEET AND NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 100.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23 AND PROCEEDING THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 400.00 FEET FROM: THENCE 89 DEGREES 32 MINUTES 20 SECONDS EAST 696.65 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 272.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 417.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 25.42 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 68.00 FEET (REC. AS 68.60 FEET), CENTRAL ANGLE 117 DEGREES 25 MINUTES 04 SECONDS (REC. AS 117 DEGREES 34 MINUTES 51 SECONDS), AN ARC LENGTH OF 139.55 FEET, WHOSE CHORD BEARS SOUTH 20 DEGREES 03 MINUTES 00 SECONDS EAST 116.32 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 69.97 FEET, THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST 7.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 248.95 FEET TO THE POINT OF BEGINNING. CONTAINING 5.29 ACRES OF LAND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND.

EXHIBIT B

PRO PLAN

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

PROJECT CONTACTS

CIVIL ENGINEER

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

DEVELOPER

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

UTILITY AND JURISDICTIONAL CONTACTS

PLANNING AND ZONING

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

OWNER

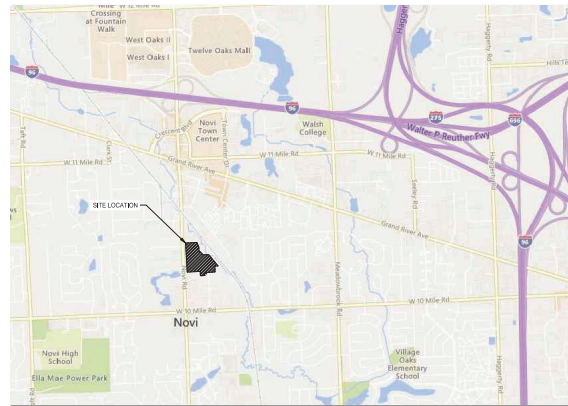
MICHIGAN CAT
24800 NOVI RD
NOVI, MI 48375
RICH POTOSNAK
(888) 642-4228

LANDSCAPE ARCHITECT

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

ENGINEERING

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



SITE LOCATION MAP
NOT TO SCALE



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

DRAWING KEY

- INCLUDED IN PLAN SET
□ NOT INCLUDED IN PLAN SET

LEGAL DESCRIPTION:

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

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GRANGER
ADVANCE THE ART OF BUILDING

**MICHIGAN CAT
NOVI
PUMP & SHORING
MAINTENANCE**

24800 NOVI ROAD
NOVI, MI 48375

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



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

Sheet Name

COVER

Drawing Number

C000



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**MICHIGAN CAT
NOVI
PUMP & SHORING
MAINTENANCE**

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PROPERTY LINE

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

SOIL BOUNDARY

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

SEE SHEET -
C101

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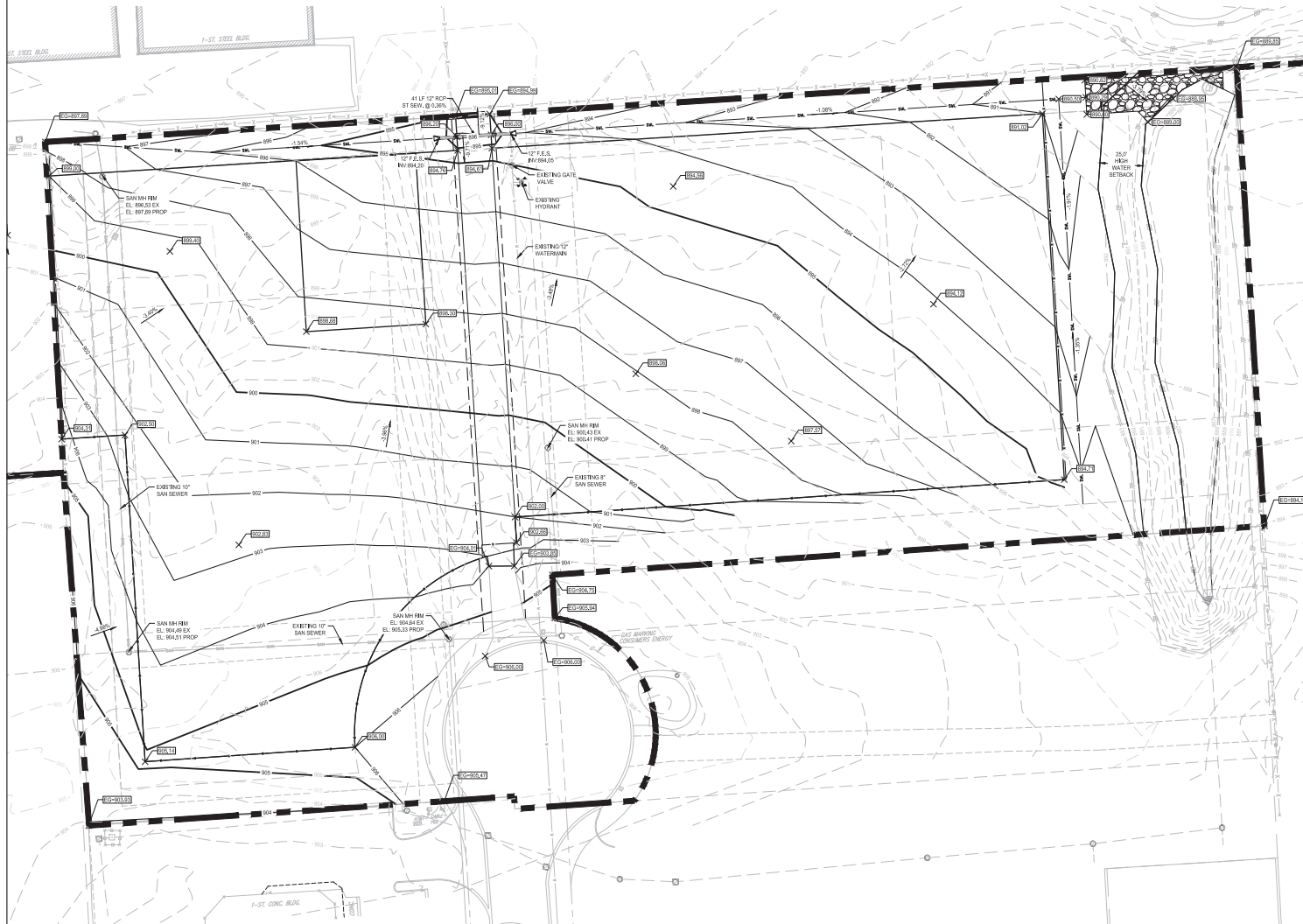
Project Manager	Discipline Lead
T. REDER	P. FURTAW, PE
Designer	Reviewer
J. SMITH	P. FURTAW, PE
Date Issued	Project Number
AUG 17, 2021	015181.00

Sheet Name

OVERALL SITE PLAN

Drawing Number

C100



GRADING NOTES

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

GRADING LEGEND:

- 71 — PROPOSED MAJOR CONTOUR
- 72 — PROPOSED MINOR CONTOUR
- × 72.73 PROPOSED SPOT ELEVATION
- × 800+72.73 EXISTING ELEVATION
- × HP+72.73 PROPOSED HIGH POINT ELEVATION
- × TG+72.73 PROPOSED TOP OF GRATE ELEVATION
- 2.0% — PROPOSED SLOPE
- 72 — EXISTING CONTOUR

UTILITY LEGEND:

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



7050 West Saginaw Hwy.
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24800 NOVI ROAD
NOVI, MI 48375

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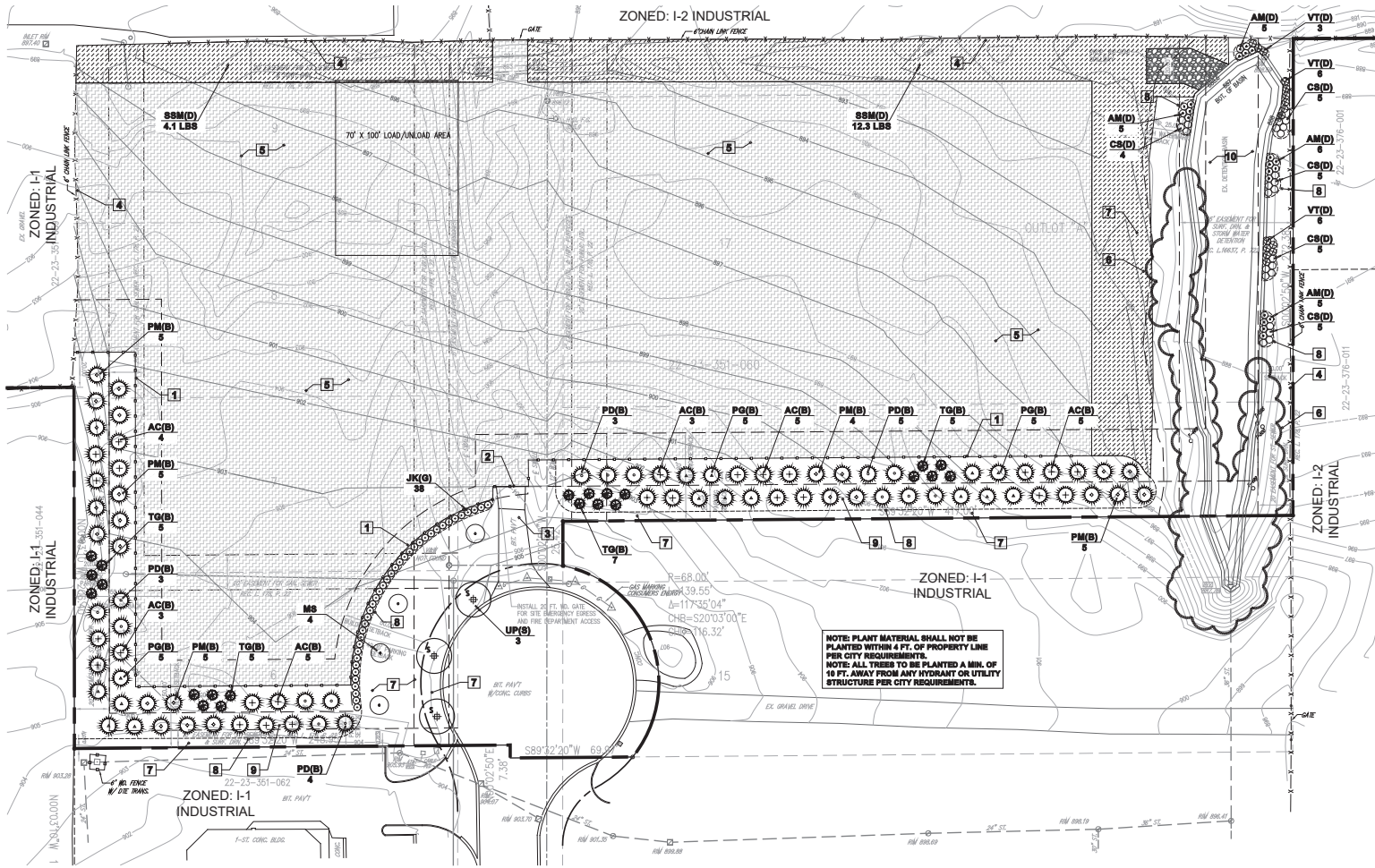
Project Manager	Discipline Lead
T. REIDER	P. FURTAIN, PE
Designer	Reviewer
J. SMITH	P. FURTAIN, PE
Date Issued	Project Number
AUG 17, 2021	010181.00

Sheet Name

GRADING & UTILITY PLAN

Drawing Number

C110



SITE PLANTING PLAN

SCALE: 1" = 40'

LANDSCAPE DATA

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

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

NOTE KEY:

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

GENERAL PLANTING REQ.:

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

PLANT MIX

ALL PLANTING PERENNIAL BEDS TO RECEIVE:

- 1-6 cu ft. qty. of compost
- 1-40 lb bag of 15-15-15
- 1-10 lb bag of 15-15-15
- MULTI PURPOSE FERTILIZER

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

MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK

NO GROUND WOOD PALLET MULCH PERMITTED

TOPSOIL

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

PLANT KEY

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

IRRIGATION

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



NOT TO BE USED AS CONSTRUCTION DRAWING



PLANNING + DESIGN

143 cadycenre #79
northville, mi 48167

deakplanningdesign.com

MICHIGAN CAT STORAGE
24800 Novi Road, Novi, Michigan

sheet:



project sponsor:

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

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revisions:

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

sheet title:

SITE LANDSCAPE PLAN

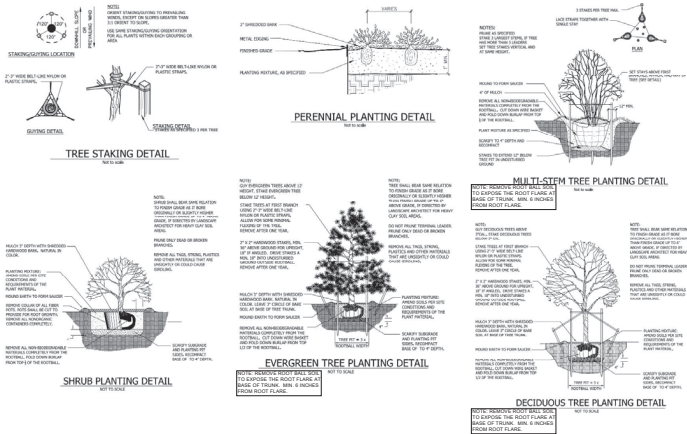
project no.

162109

sheet no.

LP-1

NOVI PLANTING DETAILS



SWALE MIX
- INCLUDE 8000 BLANKET ENTIRE AREA

Botanical Name	Common Name	Amount/acre
Swale Seed Mix		
Permanent Grasses/Sedges		
<i>Andropogon gerardii</i>	Big Bluestem	12.00
<i>Carex comosa</i>	Bristly Sedge	2.00
<i>Carex corymbosa</i>	Crested Owl Sedge	1.00
<i>Carex lurida</i>	Butterbush Sedge	2.50
<i>Carex sax.</i>	Prairie Sedge Mix	2.00
<i>Carex vulpina</i>	Brown Fox Sedge	4.00
<i>Elymus virginicus</i>	Virginia Wild Rye	8.00
<i>Glyceria striata</i>	Fowl Marsh Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00
<i>Scirpus cespitosus</i>	Wood Grass	0.50
<i>Spartina pectinata</i>	Prairie Cord Grass	3.00
Total		40.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Ryegrass	100.00
Total		460.00
Forbs		
<i>Aster sp.</i>	Water Plantain (Various)	1.00
<i>Achillea millefolium</i>	Swamp Milkweed	2.00
<i>Aster novae-angliae</i>	New England Aster	0.50
<i>Cirsium discolor</i>	Tall Compositae	1.00
<i>Eupatorium maculatum</i>	Spotted Joe-Pye Weed	0.25
<i>Iris virginica</i>	Blue Flag	4.00
<i>Liatris spicata</i>	Maryland Blazing Star	1.00
<i>Loxelia cordata</i>	Cardinal Flower	0.25
<i>Loxelia spicata</i>	Great Blue Lobelia	0.50
<i>Lysichiton spicata</i>	Common Water Honeysuckle	0.25
<i>Scutellaria arifolia</i>	Common Anemone	0.75
<i>Silene spaldingii</i>	Prairie Dock	1.00
<i>Verbena hastata</i>	Blue Vervain	1.50
<i>Zizia aurea</i>	Garden Alexander	0.75
Total		14.70

EROSION CONTROL BLANKET

Material and Performance Specification Sheet	
5100 Erosion Control Blanket	
The manufacturer shall provide a minimum of 100% coverage of the erosion control blanket. The blanket shall be installed in a manner that provides a minimum of 100% coverage of the erosion control blanket. The blanket shall be installed in a manner that provides a minimum of 100% coverage of the erosion control blanket.	
The manufacturer shall provide a minimum of 100% coverage of the erosion control blanket. The blanket shall be installed in a manner that provides a minimum of 100% coverage of the erosion control blanket. The blanket shall be installed in a manner that provides a minimum of 100% coverage of the erosion control blanket.	
The manufacturer shall provide a minimum of 100% coverage of the erosion control blanket. The blanket shall be installed in a manner that provides a minimum of 100% coverage of the erosion control blanket. The blanket shall be installed in a manner that provides a minimum of 100% coverage of the erosion control blanket.	

NATIVE SEEDING MAINTENANCE

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

During the second growing season, native areas should be mowed a maximum of two times to height of about 4" when the growth reaches 10"-12". Selective herbicide applications or hand pulling may be needed to control unwanted weed populations.

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

Long term management for native areas includes regular mowing, hand pulling, and selective herbicide applications. If mowing is not allowed or feasible, the planting may be mowed to a short height and the mowing removed in the early spring before ground nesting birds begin nesting.

SEED MIX NOTES

- The seed rates shall be applied at the specified rate for each mix.
 - Mixes shall be applied to the ground in a uniform manner.
 - The planting area for the seed mix shall be 70% sharp sand and 30% compost.
- Manufacturer: J. F. Fries, Inc.
10000 N. 10th Ave.
Minnetonka, MN 55345
763-251-2121

NOVI SPECIFICATIONS

- Whenever in this Ordinance landscape plantings are required or permitted, they shall be planted in accordance with the approved final stamped landscape plan.
- All plant materials shall be installed between April 15th and November 15th. All installed landscapes including plant materials, mulch, staking, irrigation, and sodding, must be installed and inspected by the City prior to issuance of a Temporary Certificate of Occupancy. At that time, a financial guarantee of 1.2 times the cost of any deficiencies will be held until inspection occurs for a Final Certificate of Occupancy. In order to receive a Final Certificate of Occupancy, the deficiencies must be addressed within 30 days during the April 15th to November 15th planting season. If the deficiencies are not addressed in the time period outlined above, the City will cash in the amount being held for the outstanding items and remedy those items.
- A City representative will perform landscape inspections following a request from the developer or owner. The inspection time period is from April 15th to November 15th. If an inspection is requested between November 16 and April 14, a financial guarantee is to be provided based on 1.2 times the percent incomplete for a Temporary Certificate of Occupancy as outlined above. Beginning April 15th, the Applicant then has 30 days to complete items or the City will cash in the amount being held and finish the job.
- The establishment period for the plant material guarantee will occur beginning at the Final Certificate of Occupancy inspection approved for 2 years from that date. All plantings shall be properly planted as to be in a healthy, growing condition at the commencement of the establishment period. At the end of the establishment period, any plantings, which are 20% dead or greater, shall be replaced.
- Notice of Installation/Owner Change:**
 - The owner or developer must notify the City of the installation schedule. The City may reject any material which is defective or in generally poor condition.
 - Minor changes regarding plant materials per the approved and stamped landscape plan may be allowed upon written notification and, and within approval by the City Landscape Architect of species, size, change, and location.
 - Minor changes due to seasonal planting problems and lack of plant availability may be approved in writing by the City Landscape Architect when there is no reduction in the quality of plant material, no significant change in size or location of plant material, the new plant material is compatible with the area and is the same general type (deciduous/evergreen), exhibiting same design characteristics (mature height, crown), as the material being replaced. If these criteria are not fulfilled or changes are significant from approved plan, the landscape plan shall be revised and resubmitted for plan approval.
- Abandonment:**
 - Maintenance of required plantings by the owner shall be carried out so as to preserve a healthy, neat and orderly appearance. Free from visible and obtrusive.
 - To insure proper maintenance and as a condition of Final Site Plan approval, the property owner shall enter into and record with the office of the Oakland County Register of Deeds a Landscape Maintenance Agreement, or include such provisions as part of additional restrictions or covenants in a master deed, each of which shall be approved by the City Attorney. Such instrument shall identify the minimum plan of maintenance, the person or entity responsible for maintenance, and shall provide the procedure, authority and finance for City care of trees/plants by the responsible entity. Such instrument shall also include provisions for all unwanted and dead material to be replaced within one (1) month, or the next appropriate planting period, whichever occurs first, all landscaped areas shall be maintained with sufficient water for establishment and long-term survival; tree staking, guy wires and tree wrap are to be removed after one winter season; plantings shall be guaranteed for two (2) growing seasons after date of the acceptance of the installation; if grass or weeds if shrubs are allowed to obstruct vision across any portion of the island and the responsible party is unwilling to remedy the situation, the City will decide such violations and shall assess the cost of such abatement measures in the manner provided by the developer and approved by the City in its written ordinance.
- Responsibility and Certificate of Occupancy:** The owner of the property subject to the requirements of this Section shall be responsible for maintaining per landscaping the approved final landscape plan as specified in this Section. When the property is occupied by a person other than the occupant, the occupant shall also be responsible for maintenance. All landscaping work required pursuant to 3005-B and 9 shall be maintained or an ongoing basis by the occupant and/or landlord.

* These requirements supersede all other planting requirements or specifications.

PLANT LIST - Greenbelt

QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
30	JK	Keller Juniper <i>J. Keldor</i>	6' Ht.	BAB	\$ 60.00	\$ 1,800.00
6		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 210.00
TOTAL:						\$ 2,010.00

QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
25	AC(B)	Concolor Fir <i>Abies concolor</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 9,375.00
15	PD(B)	Black Hills Spruce <i>Picea g. densata</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 5,625.00
15	PG(B)	White Spruce <i>Picea glauca</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 5,625.00
24	FM(B)	Douglas Fir <i>Pseudotsuga menziesii</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 9,000.00
22	TO(B)	Green Giant Arborvitae <i>Thuja standishii x plicata</i>	6' Ht.	BAB	\$ 250.00	\$ 5,500.00
15		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 525.00
TOTAL:						\$ 35,750.00

PLANT LIST - Detention Basin & Swale

QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
21	AM	Irishmo Beauty Chokeberry <i>Aronia m. 'Irishmo Beauty'</i>	36" Ht.	Cont.	\$ 50.00	\$ 1,050.00
24	CB	Red Osier Dogwood <i>Cornus sericea</i>	36" Ht.	Cont.	\$ 50.00	\$ 1,200.00
15	YT	Bulley Commem Viburnum <i>Viburnum celticum 'Bulley Commem'</i>	36" Ht.	Cont.	\$ 50.00	\$ 750.00
16.4	BSM	Swale Seed Mix	32.2 bales	LBS.	\$ 300.00	\$ 4,920.00
8		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 280.00
TOTAL:						\$ 8,200.00

PLANT LIST - Street Trees

QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
3	UP	Princeton Elm <i>Ulmus americana 'Princeton'</i>	3" Cal.	BAB	\$ 400.00	\$ 1,200.00
4	MS	Super Tyme Crabapple <i>Malus 'SuperTyme'</i>	2" Cal.	BAB	\$ 250.00	\$ 1,000.00
1.5		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 52.50
TOTAL:						\$ 2,200.00
1,200		SEEDED LAWN (S.Y.)			\$ 3.00	\$ 3,600.00

- NOTE:
- CONTRACTOR TO VERIFY ALL PLANT QUANTITIES ON PLANS.
 - ANY PLANT SUBSTITUTIONS MUST BE APPROVED BY THE CITY IN WRITING PRIOR TO INSTALLATION.
 - PLANT SPECIES SELECTIONS PROVIDED TO MEET CITY REQUIREMENTS.
 - DO NOT USE DWARF SPECIES OR CORNUS SERICEA.



NOT TO BE USED AS CONSTRUCTION DRAWING

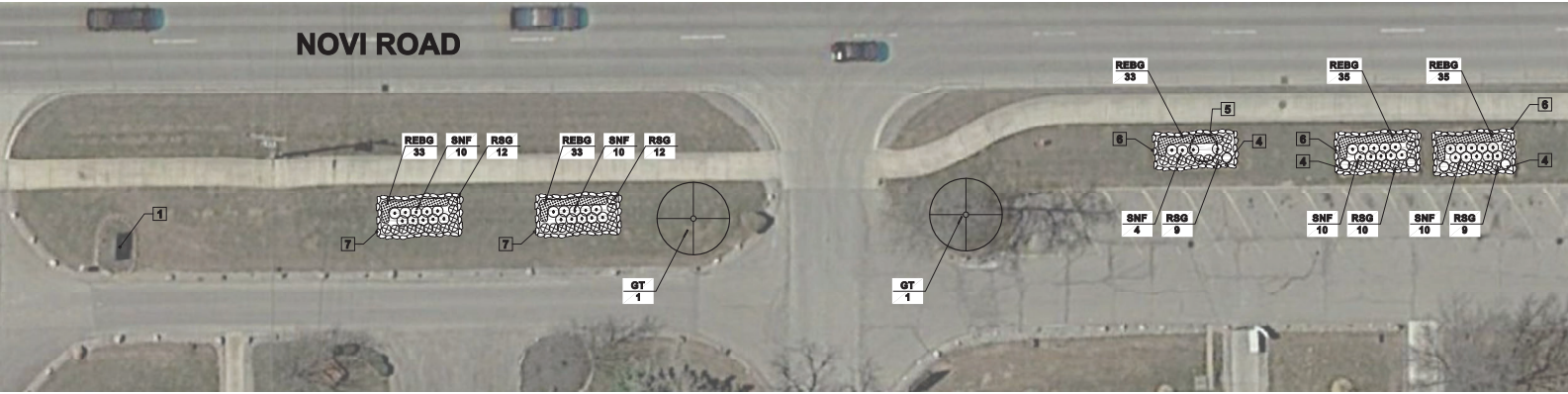
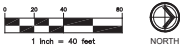


SITE PLAN APPROVAL	05/06/21
RVS/D PER CMNTS	05/21/21
RVS/D PER CMNTS	08/18/21
RVS/D PER CMNTS	03/30/22



FRONTAGE KEY MAP

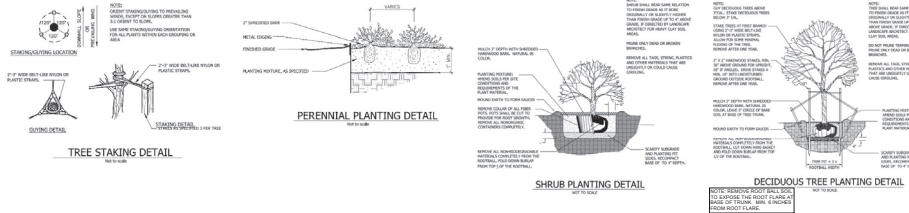
SCALE: 1" = 40'



1 LP3 PLANTING PLAN DETAIL

SCALE 1/16" = 1'-0"

NOVI PLANTING DETAILS



NOTE KEY:

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

GENERAL PLANTING REQ.:

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

PLANT MIX

ALL PLANTING/ PERENNIAL BEDS TO RECEIVE:

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

PER 100 SQ FT BED AREA:

HAND TILL INTO SOIL TO A DEPTH OF 12" MINIMUM

MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH

NO GROUND WOOD PALETTE MULCH PERMITTED

TOPSOIL

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

PLANT KEY



811

Know what's below Call before you dig

NOT TO BE USED AS CONSTRUCTION DRAWING

seal:



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

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revisions:

SITE PLAN APPROVAL	05/06/21
RVSJ PER CMNTS	05/21/21
RVSJ PER CMNTS	09/18/21
RVSJ PER CMNTS	09/18/21
RVSJ PER CMNTS	09/30/22

sheet title:

FRONTAGE
DETAIL

project no.

162109

sheet no.

LP-3



2 PLANTING PLAN DETAIL

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



1 HISTORY SIGN CONCEPT

SCALE 1" = 1'-0"

PLANT LIST - Novi Road Frontage

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

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

BENCH



LANDSCAPE FORMS - SCARBOROUGH BENCH

NOTE KEY:

- EXISTING SIGN
- EXISTING FLAG POLE
- EXISTING TREE TO REMAIN
- EXISTING ORN. GRASS TO REMAIN
- EXISTING ORN. TREE TO REMAIN
- EXISTING BOLLARDS TO REMAIN
- PROPOSED BOLLARDS TO MATCH EXISTING
- SHOVEL CUT RED EDGE
- PROPOSED MOTOR CITY MARKER SIGN
- EXISTING BRICK PAVERS TO REMAIN
- BENCH - "SCARBOROUGH 48" BACKED BENCH - STRAPPED SURFACE MOUNT TREE MANUFACTURER
- COLOR - BUTTEBLOC W/ OWNER APPROVAL
- LANDSCAPE FORMS 80-09-2006
- WWW.LANDSCAPEFORMS.COM

GENERAL PLANTING REQ.:

- THE WORK SHALL CONSIST OF PROVIDING ALL NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS, AND SUPERVISION REQUIRED FOR THE COMPLETION AS SHOWN ON THE DRAWING.
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- ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER, TREES WITH FORKED OR IRREGULAR TRUNKS **WILL NOT BE ACCEPTED**. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE-STEM TREES OR THOSE WITH THIN OR SPINDLY CROWNS SHALL **NOT BE ACCEPTED**.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT GRADES AND SPACING. THE PLANTS SHALL BE ORIENTED AS TO GIVE THE BEST APPEARANCE.
- WHEN THE PLANT HAS BEEN PROPERLY SET, THE PIT SHALL BE BACKFILLED WITH A TOPSOIL AND NATIVE SOIL MIXTURE, GRADUALLY FILLING, PATTING AND SETTLING WITH WATER.
- ALL PLANT MATERIALS SHALL BE PRUNED AND INJURED REPAIRED. THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE REMOVAL OF DEAD OR DAMAGED TWIGS AND TO COMPENSATE FOR THE LOSS OF ROOTS FROM TRANSPORTING. CUTS SHOULD BE FLUSH, LEAVING NO STUBS.
- THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS. ALL PLANT MATERIALS SHALL HAVE A MINIMUM OF ONE (1) CALIBER TO 2 1/2" AND 20% POST-EMERGENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLANT MATERIALS. PLANT MATERIAL WITH 20% DIE BACK, AS DETERMINED BY THE OWNER'S REPRESENTATIVE SHALL BE REPLACED. THIS GUARANTEE INCLUDES THE FURNISHING OF NEW PLANTS, LABOR AND MATERIALS. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
- TOPSOIL SHALL BE FRABLE, FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A PH RANGE FROM 6.5 TO 7.5. SOIL SHALL BE FREE FROM CLAY LUMPS, COARSE SAND, PLANT ROOTS, STONES AND OTHER FOREIGN MATERIALS.
- NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN DRIP LINE OF EXISTING TREES.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS, WALKS AND PAVED AREAS.
- ALL PLANTING BEDS SHALL RECEIVE 4" SHREDDED BARK MULCH SEE SPECIFICATIONS.
- 800 SEED LAWN AREAS: ALL LAWN AREAS BETWEEN CURBS AND BUILDINGS OR BETWEEN BUILDINGS, DISK SOIL TO 4" DEEP BEFORE TOPSOIL PLACEMENT.
- 800 SHALL BE TWO YEAR OLD "KENTUCKY BLUEGRASS" KENTUCKY BLUE GRASS GROWN IN A 800 NURSERY ON LOAM SOIL.

PLANT MIX

ALL PLANTING PERENNIAL BEDS TO RECEIVE:

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

PER 100 SQ FT BED AREA:

HAND TILL INTO SOIL TO A DEPTH OF 12" MINIMUM

MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH

NO GROUND WOOD PALETTE MULCH PERMITTED

TOPSOIL

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

PLANT KEY

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

seal:



project sponsor:

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

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revisions:

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

sheet title:

FRONTAGE
DETAIL

project no.

162109

sheet no.

LP-4



MICHIGAN CAT STORAGE
24800 Novi Road, Novi, Michigan

project sponsor:

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

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Revisions:

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

sheet title:

WOODLAND
IMPACT PLAN

project no.

162109

sheet no.

WP-1



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

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

WOODLAND REPLACEMENT

Replacement Trees:

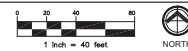
Trees 8"-10.9": 4 Trees x 1 Credit =	4 Credits
Trees 11"-19.9": 27 Trees x 2 Credit =	54 Credits
Trees 20"-29.9": 9 Trees x 3 Credit =	27 Credits
Trees 30" or Greater: 4 Trees x 4 Credit =	16 Credits

Trees Multi Stem Req. Credits: 94 Credits

TOTAL CREDITS REQUIRED: 195 Credits

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

SCALE: 1" = 40'





PLANNING + DESIGN

143 cadycentre #79
northville, mi 48167

deakplanningdesign.com

MICHIGAN CAT STORAGE
24800 Novi Road, Novi, Michigan

seal:



project sponsor:

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

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revisions:

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

sheet title:

TREE INVENTORY

project no.

162109

sheet no.

TL-1

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



NOT TO BE USED AS CONSTRUCTION DRAWING

EXHIBIT C

DEVELOPER'S NARRATIVE

Community Development Department
City of Novi
45175 West Ten Mile Road
Novi, MI 48375

April 13, 2021

Re: Michigan CAT Land Development for Parcel number 50-22-23-351-065

To Whom it may concern,

Michigan CAT has begun the planning process to develop the existing campus on Novi Road to accommodate a Shoring & Pump division of the company. Currently, the Shoring & Pump division is located on a leased property in Waterford, MI.

Last month, a land combination was approved to consolidate the Michigan CAT campus. Parcel numbers 50-22-23-351-059 & 50-22-23-351-060 were combined and added to the 2021 database as parcel # 50-22-23-351-065. Thus, Lots 6, 7, 8, 9, 17 & Part of Lot 16 of Ten-Novi Industrial Park which is vacant land have become combined under one parcel number. The next step in our process is to align the current I-2 zoning of the campus with the I-1 zoning of the vacant land. An application for site plan and land use approval has been submitted to re-zone the vacant land to I-2 via the City Planned Re-zoning Overlay process.

We propose to re-zone these lots from I-1 to I-2, which would make the entire Michigan CAT operation an I-2 zoned property. The Michigan CAT property to the immediate north of the former Ten-Novi Industrial Park lots, is currently zoned I-2. The desired result is a seamless integration with the existing outdoor storage on the Michigan CAT campus.

The proposed use of the property for which we are seeking the I-2 zoning will specifically be as follows:

- Develop and operate a Shoring & Pump operation, owned by Michigan CAT and currently located in Waterford, MI
- Specifically, the developed area will be limited to outdoor storage of construction equipment associated with a Shoring and Pump operation (see attached photos for type of items stored).
- The types of equipment and associated items are as follows:
 - o Steel shoring boxes of various sizes
 - o Sections of pipe of various sizes
 - o Hosing and pumps
 - o CAT equipment to lift and maneuver shoring boxes and piping

Corporate Headquarters 24800 Novi Road, Novi, MI 48375-0918
1-888-MICH CAT

www.michigancat.com

Novi • Shelby Twp. • Grand Rapids • Saginaw • Lansing
Kalkaska • Brownstown Twp.

- The equipment and associated items identified above will be limited in height such that these will not be stored higher than the top of fence elevation to be constructed as part of the proposed development.
- There is no intent to build structures on the developed area/lots.

The proposed development will include the following elements to ensure integration with the existing outdoor storage (to the north) and improve the appearance of the vacant lot from the public view from Catherine Industrial Drive and the I-1 property to the west:

- An asphalt millings surface with proper drainage to the existing drainage way to the east will be installed after grading. Asphalt millings are an efficient re-cycled material that perform well for outdoor storage that will have traffic from large equipment needed to move the stored items. Our understanding is that the use of millings may not be identified as a surface material in the City's ordinances. Thus, we are proposing that a condition of the PRO agreement allow for this as a variance.
- Preservation of the existing drainage way on the east side of the property.
- Installation of an 8-foot high opaque fence along the south and west perimeter of the developed area. This will provide security and restrict the public view.
- To "soften" the impact of the fencing, a landscaping/green buffer will be utilized on the public side of the fence along the south and west perimeter. The landscaping will meet City requirements at a minimum.
- Retention of the existing emergency egress gravel road (for Fire Department access). A gate with Knox Box will be installed in the south fence-line to accommodate this access.

Operationally, the equipment to be stored in the developed area will arrive via the existing access off Novi Road. The average day typical traffic generated by the Shoring & Pump operation is ten trucks in the low-season (December through March) and twenty trucks in the high season (April through November).

In terms of long-term maintenance of the proposed development area, Michigan CAT will routine maintain the storage area to eliminate debris and over-grown vegetation. A professional landscaping contractor will be utilized to maintain the landscaping/green buffer.

The benefits for the City of Novi include additional revenue and employee salary generated by the Shoring & Pump operation. Revenue from this business had an annual average of \$3.45M over the past two years and the estimated revenue for 2021 is \$4.0M. Total gross salary for the staff that operate this business is \$1.3M annually. This development is required to be able to accommodate Shoring & Pump on the Novi Michigan CAT campus.

Another benefit to the Novi community is that a vacant lot will be improved and the public image from the cul-de-sac at the end of Catherine Industrial Drive will be vastly improved with the landscaping/green buffer.

Sincerely,

Rich Potosnak

Rich Potosnak

Director of Facilities & Real Estate

MAPS

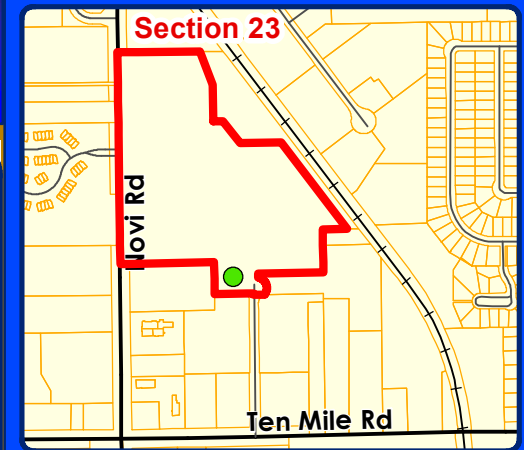
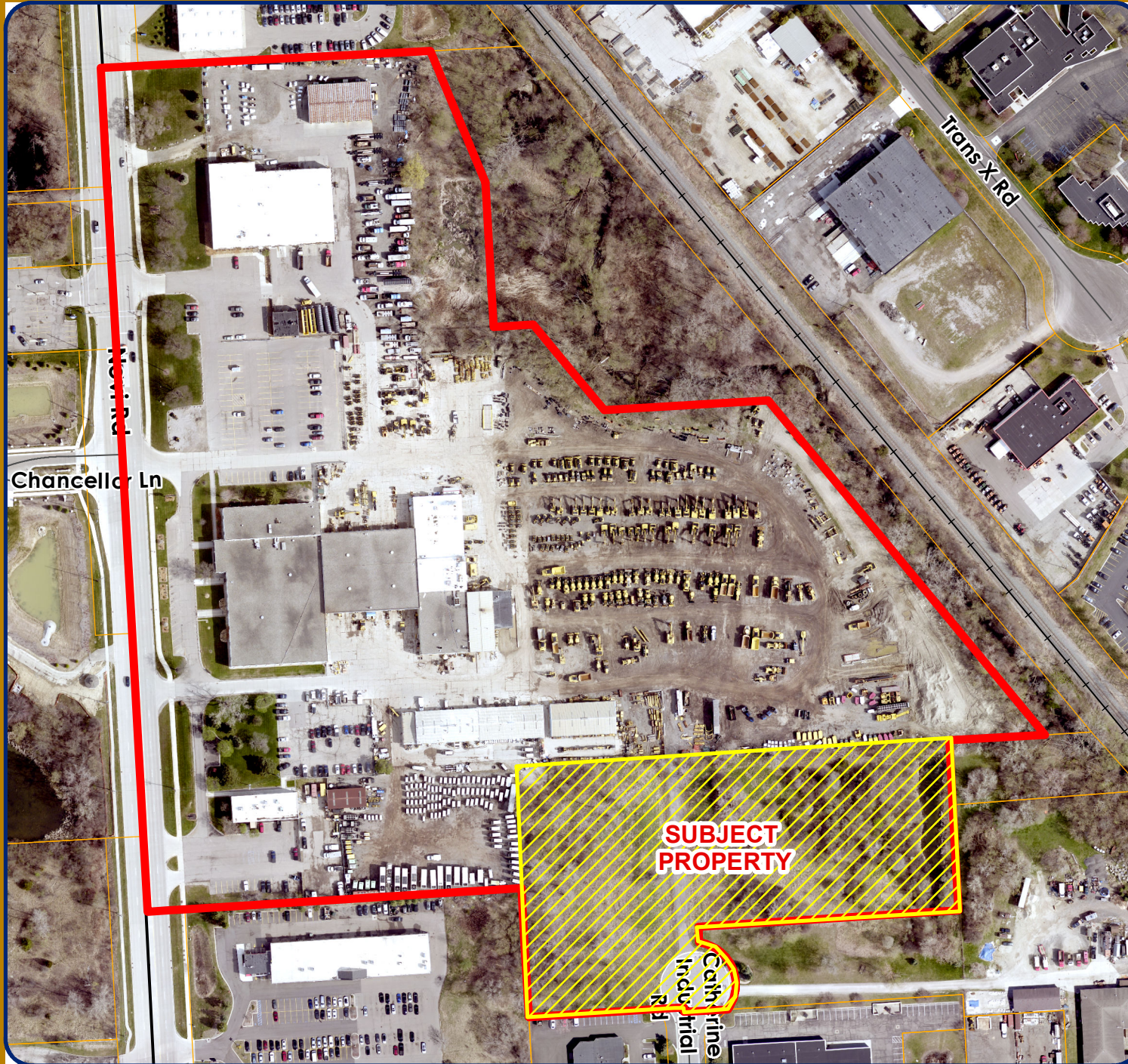
Location

Zoning

Future Land Use

Natural Features

JZ21-22 MICHIGAN CAT PRO LOCATION



LEGEND

 Subject Property



City of Novi

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

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

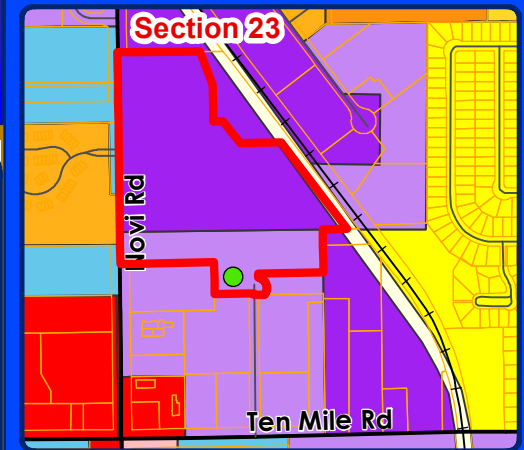
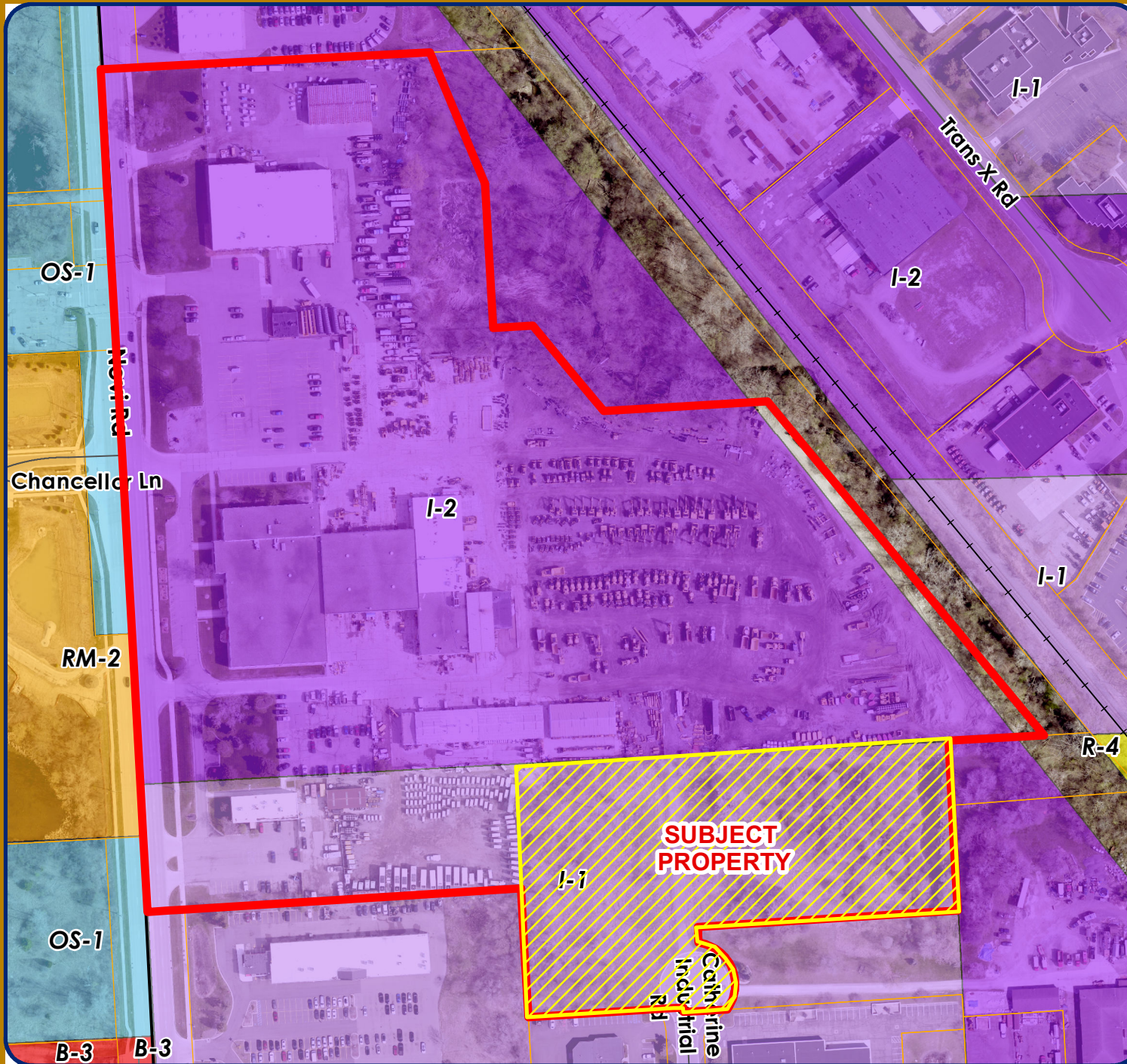
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1 inch = 232 feet



MAP INTERPRETATION NOTICE

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JZ21-22 MICHIGAN CAT PRO ZONING



LEGEND

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



City of Novi

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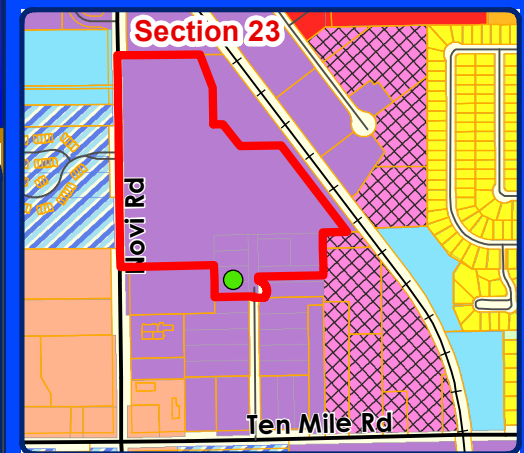
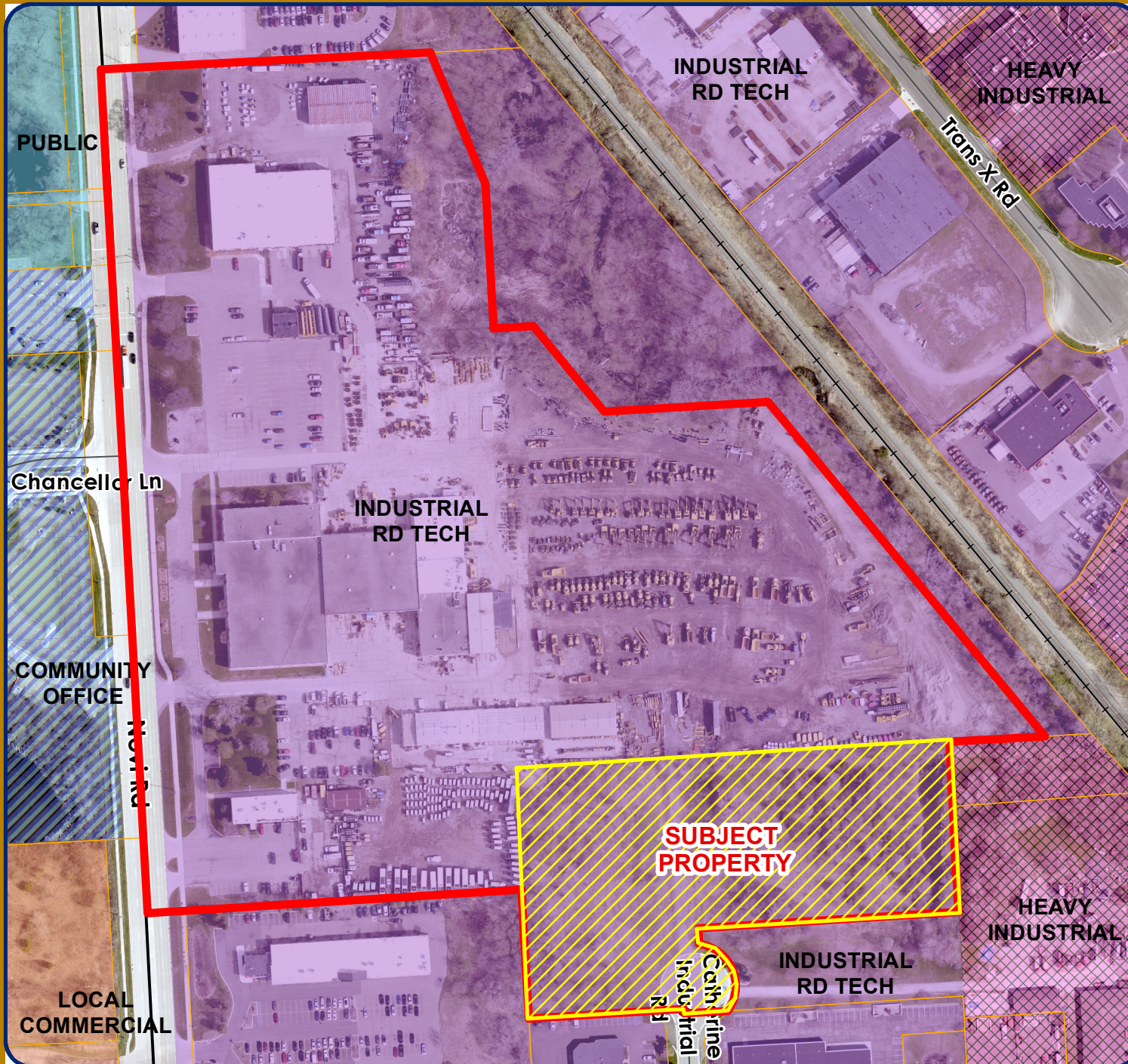


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JZ21-22 MICHIGAN CAT PRO

FUTURE LAND USE



LEGEND

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



City of Novi

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Novi, MI 48375
cityofnovi.org

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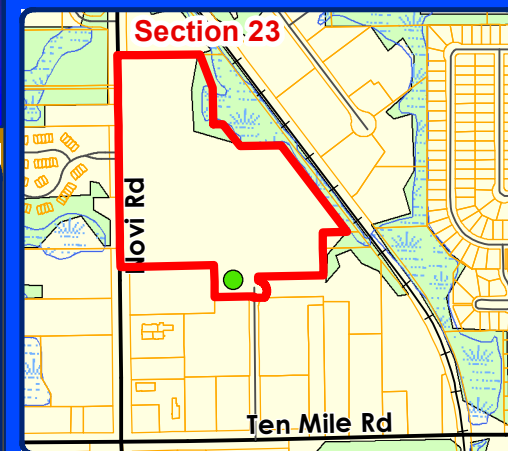
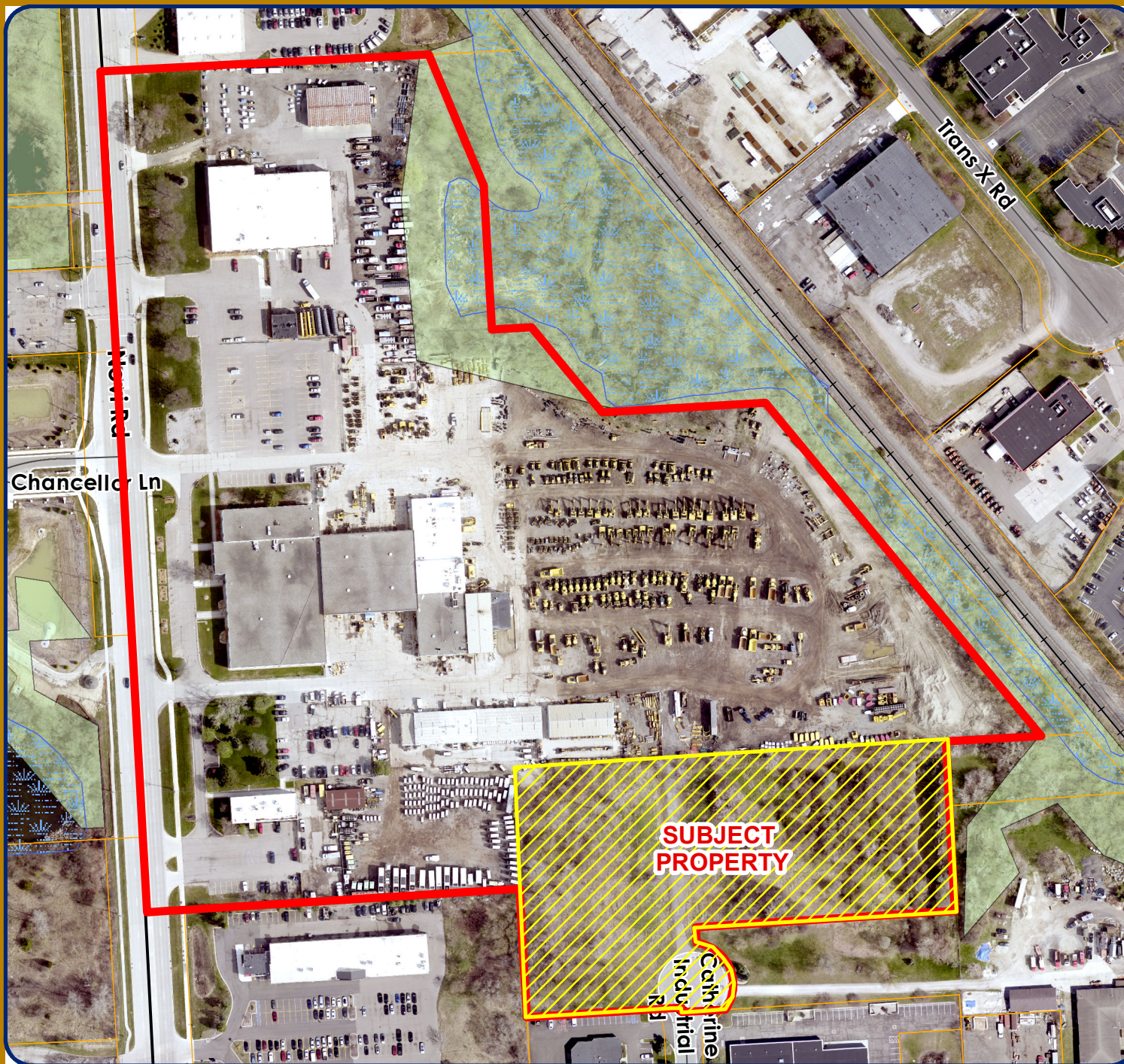


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JZ21-22 MICHIGAN CAT PRO

NATURAL FEATURES



LEGEND

- WETLANDS
- WOODLANDS
- Subject Property



City of Novi

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

Map Author: Christian Carroll
Date: 7/6/22
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PRO CONCEPT PLAN
MARCH 15, 2022

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

PROJECT CONTACTS

CIVIL ENGINEER

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

DEVELOPER

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

UTILITY AND JURISDICTIONAL CONTACTS

PLANNING AND ZONING

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

OWNER

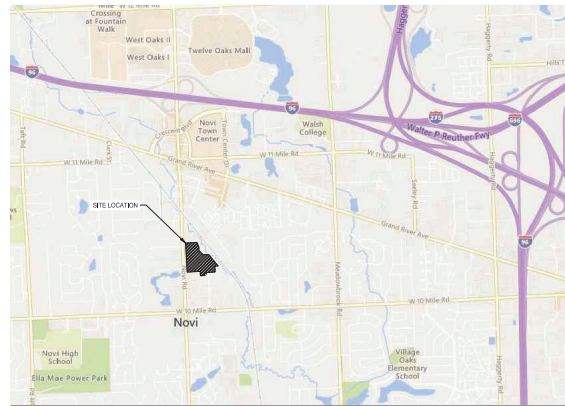
MICHIGAN CAT
24800 NOVI RD
NOVI, MI 48375
RICH POTOSNAK
(888) 642-4228

LANDSCAPE ARCHITECT

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

ENGINEERING

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



SITE LOCATION MAP
NOT TO SCALE



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

DRAWING KEY

- INCLUDED IN PLAN SET
□ NOT INCLUDED IN PLAN SET

LEGAL DESCRIPTION:

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

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

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

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



BERGMANN
ARCHITECTS ENGINEERS PLANNERS

7050 West Saginaw Hwy.
Suite 200
Lansing, MI 48917

www.bergmannco.com

GRANGER
ADVANCE THE ART OF BUILDING

**MICHIGAN CAT
NOVI
PUMP & SHORING
MAINTENANCE**

24800 NOVI ROAD
NOVI, MI 48375

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



NOT FOR
CONSTRUCTION
100% SUBMISSION

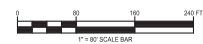
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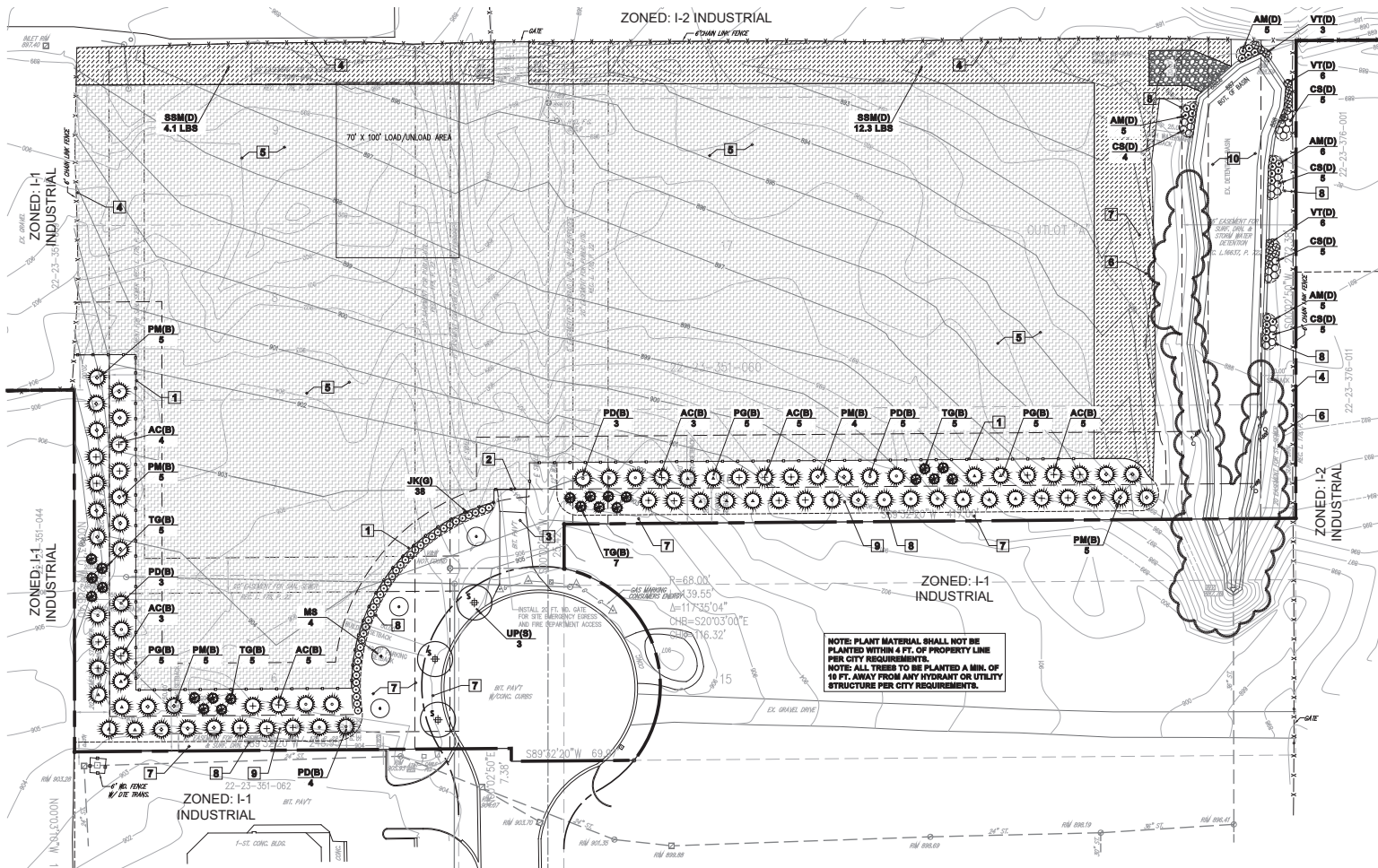
Project Manager T. REIDER	Discipline Lead P. FURTAW, PE
Designer J. SMITH	Reviewer P. FURTAW, PE
Date Issued AUG 17, 2021	Project Number 010181.00
Sheet Name	

COVER

Drawing Number

C000





SITE PLANTING PLAN

SCALE: 1" = 40'

LANDSCAPE DATA

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

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

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

GENERAL PLANTING REQ.:

- THE WORK SHALL CONSIST OF PROVIDING ALL NECESSARY MATERIAL, LABOR, EQUIPMENT, TOOLS, AND SUPERVISION REQUIRED FOR THE COMPLETION AS SHOWN ON THE DRAWING.
- ALL PLANT MATERIALS SHALL CONFORM TO THE TYPE STATED ON THE PLANT LIST. SIZES SHALL BE THE MINIMUM STATED ON THE PLANT LIST OR LARGER. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE N.A.S. STANDARDS FOR GRADE NO. 1 NURSERY STOCK AND NORTHERN NURSERY GROWN.
- ALL TREE LOCATIONS SHALL BE STATED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER, TREES WITH FORKED OR IRREGULAR TRUNKS **WILL NOT BE ACCEPTED**. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL MULTI-STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE-LEADER TREES TO HAVE THIN, BRANCHED CROWNS. **NOT IN ACCEPTED**
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LATEST GROWING SEASONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PLANTING THE MATERIALS AT THE CORRECT GRADES AND SPACING. THE PLANTS SHALL BE ORIENTED AS TO GIVE THE BEST APPEARANCE.
- WHEN THE PLANT HAS BEEN PROPERLY SET, THE PIT SHALL BE BACKFILLED WITH A TOPSOIL AND WATER SOLUBLE GRADUALLY FILLING PATTERNS AND SETTLING WITH WATER.
- ALL PLANT MATERIALS SHALL BE PRUNED AND NURSERIES REPAIRED OR DAMAGED. PRUNING SHALL BE LIMITED TO THE REMOVAL OF DEAD OR INJURED TWIGS AND TO COMPENSATE FOR THE LOSS OF ROOTS FROM TRANSPORTING. CUTS SHOULD BE FLARE LEAVING.
- THE CONTRACTOR AGREES TO GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF TWO (2) YEARS. ALL PLANT MATERIALS SHALL HAVE A MINIMUM OF ONE (1) YEAR GUARANTEE. **FOR THE TWO YEAR GUARANTEE, AT THAT TIME THE CONTRACTOR'S REPRESENTATIVE RECEIVES THE RIGHT FOR A FINAL INSPECTION PLANT MATERIAL WITH 20% DIE BACK AS DETERMINED BY THE OWNER'S REPRESENTATIVE SHALL BE REPLACED.** THIS GUARANTEE INCLUDES THE FURNISHING OF NEW PLANTS, LABOR AND MATERIALS. THESE NEW PLANTS SHALL ALSO BE GUARANTEED FOR THE PERIOD OF ONE YEAR.
- TOPSOIL SHALL BE FRAGILE, FERTILE TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A PH RANGE FROM 6.5 TO 7.5. SOIL SHALL BE FREE FROM CLAY LUMPS, COARSE SAND, PLANT ROOTS, STICKS AND OTHER FOREIGN MATERIALS.
- NO MACHINERY IS TO BE USED WITHIN THE DROPLINE OF EXISTING TREES. HAND GRAZE ALL LAWN AREAS WITHIN DROPLINE OF EXISTING TREES.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AROUND ALL BUILDINGS, WALKS AND PAVED AREAS.
- ALL PLANTING BEDS SHALL RECEIVE 4" SHREDDED BARK MULCH PER SPECIFICATION.
- SOIL SEED LAWN AREAS. ALL LAWN AREAS BETWEEN CURBS AND BUILDINGS OR BETWEEN BUILDINGS, DRIVE SOL TO 4" DEEP BEFORE TOPSOIL PLACEMENT.
- SOIL SHALL BE TWO YEAR OLD "BARONCHERDALE" KENTUCKY BLUE GRASS GROWN IN A SOIL NURSERY ON LOAM SOIL.

PLANT MIX

ALL PLANTING PERENNIAL BEDS TO RECEIVE:

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

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

MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK

NO GROUND WOOD PALLET MULCH PERMITTED

TOPSOIL

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

PLANT KEY

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

IRRIGATION

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



NOT TO BE USED AS CONSTRUCTION DRAWING



PLANNING + DESIGN

143 cadycenre #79
northville, mi 48167

deakplanningdesign.com

MICHIGAN CAT STORAGE
24800 Novi Road, Novi, Michigan

sheet:



project sponsor:

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

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

sheet title:

SITE LANDSCAPE PLAN

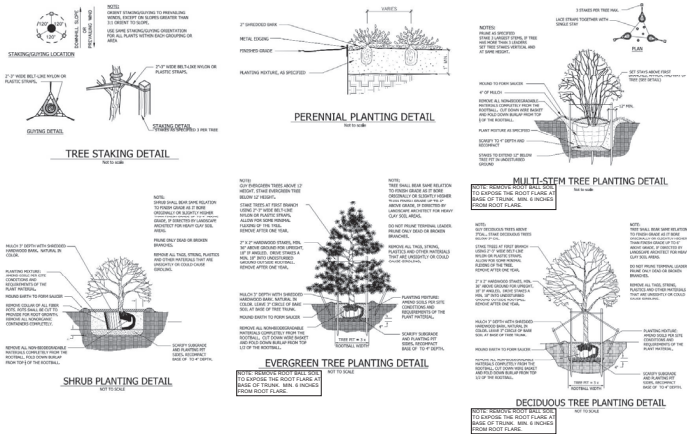
project no.

162109

sheet no.

LP-1

NOVI PLANTING DETAILS



SWALE MIX
- INCLUDE 8000 BLANKET ENTIRE AREA

Botanical Name	Common Name	Amount/acre
Swale Seed Mix		
Permanent Grasses/Sedges		
<i>Andropogon gerardii</i>	Big Bluestem	12.00
<i>Carex comosa</i>	Bristly Sedge	2.00
<i>Carex corymbosa</i>	Crested Owl Sedge	1.00
<i>Carex lurida</i>	Butterbush Sedge	2.50
<i>Carex sax.</i>	Prairie Sedge Mix	2.00
<i>Carex canadensis</i>	Brown Fox Sedge	4.00
<i>Elymus virginicus</i>	Virginia Wild Rye	8.00
<i>Glyceria striata</i>	Fowl Marsh Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Scirpus atrovirens</i>	Dark Green Rush	2.00
<i>Scirpus cespitosus</i>	Wood Grass	0.50
<i>Spartina pectinata</i>	Prairie Cord Grass	3.00
Total		40.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Ryegrass	100.00
Total		460.00
Forbs		
<i>Aster sp.</i>	Water Plantain (Various)	1.00
<i>Achillea millefolium</i>	Swamp Milkweed	2.00
<i>Aster novae-angliae</i>	New England Aster	0.50
<i>Cirsium discolor</i>	Tall Compositae	1.00
<i>Eupatorium maculatum</i>	Spotted Joe-Pye Weed	0.25
<i>Iris virginica</i>	Blue Flag	4.00
<i>Liatris spicata</i>	Maryland Blazing Star	1.00
<i>Loxelia cordata</i>	Cardinal Flower	0.25
<i>Loxelia spicata</i>	Great Blue Lobelia	0.50
<i>Lysichiton sp.</i>	Common Water Honeysuckle	0.25
<i>Scutellaria arifolia</i>	Common Anemone	0.75
<i>Silene spaldingii</i>	Prairie Dock	1.00
<i>Verbena hastata</i>	Blue Veraneth	1.50
<i>Zizia aurea</i>	Garden Alexander	0.75
Total		14.70

EROSION CONTROL BLANKET

Material and Performance Specification Sheet	
5100 Erosion Control Blanket	
The manufacturer shall provide a minimum 5100 Erosion Control Blanket (ECB) that is made of 100% natural coir fiber, is biodegradable, and is designed to prevent soil erosion on slopes of 1:1 or steeper. The ECB shall be installed in accordance with the manufacturer's instructions and the following specifications:	
Material	5100 Erosion Control Blanket
Quantity	1000 sq. yds.
Unit Price	\$1.50/sq. yd.
Total Price	\$1,500.00
Manufacturer	5100 Erosion Control Blanket Co.
Model	5100 Erosion Control Blanket
Color	Green
Weight	1.5 lbs./sq. yd.
Thickness	0.125 in.
Strength	100 lbs./sq. yd.
UV Resistance	Yes
Biodegradability	Yes
Installation	See manufacturer's instructions
Notes	1. The ECB shall be installed in accordance with the manufacturer's instructions and the following specifications: 2. The ECB shall be installed in a staggered pattern, with the joints of the ECBs offset by at least 12 inches. 3. The ECB shall be secured to the ground with stakes or other fasteners. 4. The ECB shall be maintained throughout the growing season, and any damaged or missing sections shall be replaced immediately. 5. The ECB shall be removed from the site at the end of the growing season, and the remaining coir fiber shall be left in place to continue to protect the soil.

NATIVE SEEDING MAINTENANCE

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

During the second growing season, native areas should be mowed a maximum of two times to a height of about 4" when the growth reaches 10"-12". Selective herbicide applications or hand pulling may be needed to control unwanted weed populations.

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

Long term management for native areas includes regular mowing, hand weeding, and selective herbicide applications. If mowing is not allowed or feasible, the planting may be mowed to a short height and the mowing removed in the early spring before ground nesting birds begin nesting.

SEED MIX NOTES

- The seed rates shall be applied at the specified rate for each mix.
 - Mixes shall be applied to the ground in accordance with the manufacturer's instructions and requirements.
 - The planting area for the seed mix shall be 70% sharp sand and 30% compost.
- Manufacturer: J. F. Blum, Inc.
10000 N. 10th Ave.
Minnetonka, MN 55345
763-251-2121

NOVI SPECIFICATIONS

- Whenever in this Ordinance landscape plantings are required or permitted, they shall be planted in accordance with the approved final stamped landscape plan.
- All plant materials shall be installed between April 15th and November 15th. All installed landscapes including plant materials, mulch, staking, irrigation, and sodding, must be installed and inspected by the City prior to issuance of a Temporary Certificate of Occupancy. At that time, a financial guarantee of 1.2 times the cost of any deficiencies will be held until inspection occurs for a Final Certificate of Occupancy. In order to receive a Final Certificate of Occupancy, the deficiencies must be addressed within 30 days during the April 15th to November 15th planting season. If the deficiencies are not addressed in the time period outlined above, the City will cash in the amount being held for the outstanding items and remedy those items.
- A City representative will perform landscape inspections following a request from the developer or owner. The inspection time period is from April 15th to November 15th. If an inspection is requested between November 16 and April 14, a financial guarantee is to be provided based on 1.2 times the percent incomplete for a Temporary Certificate of Occupancy as outlined above. Beginning April 15th, the Applicant then has 30 days to complete items or the City will cash in the amount being held and finish the job.
- The establishment period for the plant material guarantee will occur beginning at the Final Certificate of Occupancy inspection approved for 2 years from that date. All plantings shall be properly planted as to be in a healthy, growing condition at the commencement of the establishment period. At the end of the establishment period, any plantings, which are 20% dead or greater, shall be replaced.
- Notice of installation/owner change:**
 - The owner or developer must notify the City of the installation schedule. The City may reject any installation which is defective or in generally poor condition.
 - Minor changes regarding plant materials per the approved and stamped landscape plan may be allowed upon written notification and, and within approval by the City Landscape Architect of species, size, change, and location.
 - Minor changes due to seasonal planting problems and lack of plant availability may be approved in writing by the City Landscape Architect when there is no reduction in the quality of plant material, no significant change in size or location of plant material, the new plant material is compatible with the area and is the same general type (deciduous/evergreen), exhibiting same design characteristics (mature height, crown), as the material being replaced. If these criteria are not fulfilled or changes are significant from approved plan, the landscape plan shall be revised and resubmitted for plan approval.
- Abandonment:**
 - Maintenance of required plantings by the owner shall be carried out so as to preserve a healthy, neat and orderly appearance. Free from rot and decay.
 - To insure proper maintenance and as a condition of Final Site Plan approval, the property owner shall enter into and record with the office of the Oakland County Register of Deeds a Landscape Maintenance Agreement, or include such provisions as part of additional restrictions or covenants in a master deed, each of which shall be approved by the City Attorney. Such instrument shall identify the minimum plan of maintenance, the person or entity responsible for maintenance, and shall provide the procedure, authority and finance for City care of trees/plants by the responsible entity. Such instrument shall also include provisions for all unwanted and dead material to be replaced within one (1) month, or the next appropriate planting period, whichever occurs first, all landscaped areas shall be maintained with sufficient water for establishment and long-term survival; tree staking, guy wires and tree wrap are to be removed after one winter season; plantings shall be guaranteed for two (2) growing seasons after date of the acceptance of the installation; if grass or weeds around the height specified in Chapter 21 of the Novi Code of Ordinances, or if shrubs are allowed to obstruct vision across any portion of the island and the responsible party is unwilling to remedy the situation, the City will allow such violations and shall assess the cost of such abatement measures in the manner provided by the developer and approved by the City in writing.
- Responsibility and Certificate of Occupancy:** The owner of the property subject to the requirements of this Section shall be responsible for maintaining per landscaping the approved final landscape plan as specified in this Section. When the property is occupied by a person other than the occupant, the occupant shall also be responsible for maintenance. All landscaping work required pursuant to 3005-B and 9 shall be maintained on an ongoing basis by the occupant and/or landlord.

* These requirements supersede all other planting requirements or specifications.

PLANT LIST - Greenbelt

QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
30	JK	Keller Juniper <i>J. Keldor</i>	6' Ht.	BAB	\$ 60.00	\$ 1,800.00
6		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 210.00
TOTAL:						\$ 2,010.00
PLANT LIST - Buffer						
QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
25	AC(B)	Concolor Fir <i>Abies concolor</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 9,375.00
15	PD(B)	Black Hills Spruce <i>Picea g. densata</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 5,625.00
15	PG(B)	White Spruce <i>Picea glauca</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 5,625.00
24	FM(B)	Douglas Fir <i>Pseudotsuga menziesii</i>	6'-10' Ht.	BAB	\$ 375.00	\$ 9,000.00
22	TO(B)	Green Giant Arborvitae <i>Thuja standishii x plicata</i>	6' Ht.	BAB	\$ 250.00	\$ 5,500.00
15		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 525.00
TOTAL:						\$ 35,750.00
PLANT LIST - Detention Basin & Swale						
QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
21	AM	Irishmoor Beauty Chokeberry <i>Aronia m. 'Irishmoor Beauty'</i>	36" Ht.	Cont.	\$ 50.00	\$ 1,050.00
24	CB	Red Osier Dogwood <i>Cornus sericea</i>	36" Ht.	Cont.	\$ 50.00	\$ 1,200.00
15	YT	Bulley Commem Viburnum <i>Viburnum bicolorum 'Bulley Commem'</i>	36" Ht.	Cont.	\$ 50.00	\$ 750.00
16.4	BSM	Swale Seed Mix	32.2 bales	LBS.	\$ 300.00	\$ 4,920.00
8		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 280.00
TOTAL:						\$ 8,200.00
PLANT LIST - Street Trees						
QUAN.	KEY	COMMON BOTANICAL NAME	SIZE	SPEC.	UNIT	TOTAL
3	UP	Princeton Elm <i>Ulmus americana 'Princeton'</i>	3" Cal.	BAB	\$ 400.00	\$ 1,200.00
4	MS	Super Tyme Crabapple <i>Malus 'SuperTyme'</i>	2" Cal.	BAB	\$ 250.00	\$ 1,000.00
1.5		SHREDDED HARD BARK MULCH (C.Y.)			\$ 35.00	\$ 52.50
TOTAL:						\$ 2,200.00
1,200		SEEDED LAWN (S.Y.)			\$ 3.00	\$ 3,600.00

- NOTE:
- CONTRACTOR TO VERIFY ALL PLANT QUANTITIES ON PLANS.
 - ANY PLANT SUBSTITUTIONS MUST BE APPROVED BY THE CITY IN WRITING PRIOR TO INSTALLATION.
 - PLANT SPECIES SELECTIONS PROVIDED TO MEET CITY REQUIREMENTS.
 - DO NOT USE DWARF SPECIES OR CORNUS SERICEA.



NOT TO BE USED AS CONSTRUCTION DRAWING

deakplanningdesign.com

note:



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

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revisions:

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

sheet title:

LANDSCAPE
DETAILS

project no.

162109

sheet no.

LP-2

[illegible][illegible]

ALL PLANTING/ PERENNIAL BEDS TO RECEIVE:

- 1 - 6 CU FT. QTY. OF COMPOST
- 1 - 40 LB BAG DRIMANJURE
- 1 - 1 LB BAG SHERMANS 13-13-13 MULTI PURPOSE FERTILIZER

MULCH
MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK
MULCH

TOPSOIL
CONTRACTOR TO TILL OR DISK SUBGRADE TO 4" DEPTH

CONTRACTOR
PLANT KEY

 TREE SYMBOL

SEE PLANT LIST SHEET CP

QA3

3

QUANTITY
NOVI PLANTING DETAILS
SEE THIS SHEET

MICHIGAN CAT STORAGE
24800 Novi Road, Novi, Michigan

JacAllister Machinery Co., Inc.
300 Southeastern Ave.
Indianapolis, IN 46203
17.545.2151

ITE PLAN APPROVAL	05/06/21
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VSD PER CMNTS	03/30/22

FRONTAGE
DETAIL

162109

P-3

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2 PLANTING PLAN DETAIL

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



1 HISTORY SIGN CONCEPT

SCALE 1" = 1'-0"

PLANT LIST - Novi Road Frontage

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

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

BENCH



LANDSCAPE FORMS - SCARBOROUGH BENCH

NOTE KEY:

- EXISTING SIGN
- EXISTING FLAG POLE
- EXISTING TREE TO REMAIN
- EXISTING ORN. GRASS TO REMAIN
- EXISTING ORN. TREE TO REMAIN
- EXISTING BOLLARDS TO REMAIN
- PROPOSED BOLLARDS TO MATCH EXISTING
- SHOVEL CUT RED EDGE
- PROPOSED MOTOR CITY MARKER SIGN
- EXISTING BRICK PAVERS TO REMAIN
- BENCH - "SCARBOROUGH 48" BACKED BENCH - STRAPPED SURFACE MOUNT TREE MANUFACTURER
- COLOR - BUTTEBLOC W/ OWNER APPROVAL
- LANDSCAPE FORMS 80-09-2046
- WWW.LANDSCAPEFORMS.COM

GENERAL PLANTING REQ.:

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

PLANT MIX

ALL PLANTING PERENNIAL BEDS TO RECEIVE:

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

PER 100 SQ FT BED AREA:

HAND TILL INTO SOIL TO A DEPTH OF 12" MINIMUM

MULCH

MULCH TO BE DOUBLE SHREDDED HARDWOOD BARK MULCH

NO GROUND WOOD PALETTE MULCH PERMITTED

TOPSOIL

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

PLANT KEY

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

FRONTAGE DETAIL

NOT TO BE USED AS CONSTRUCTION DRAWING

seal:



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317.545.2151

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RVSD PER CMNTS	09/30/22

sheet title:

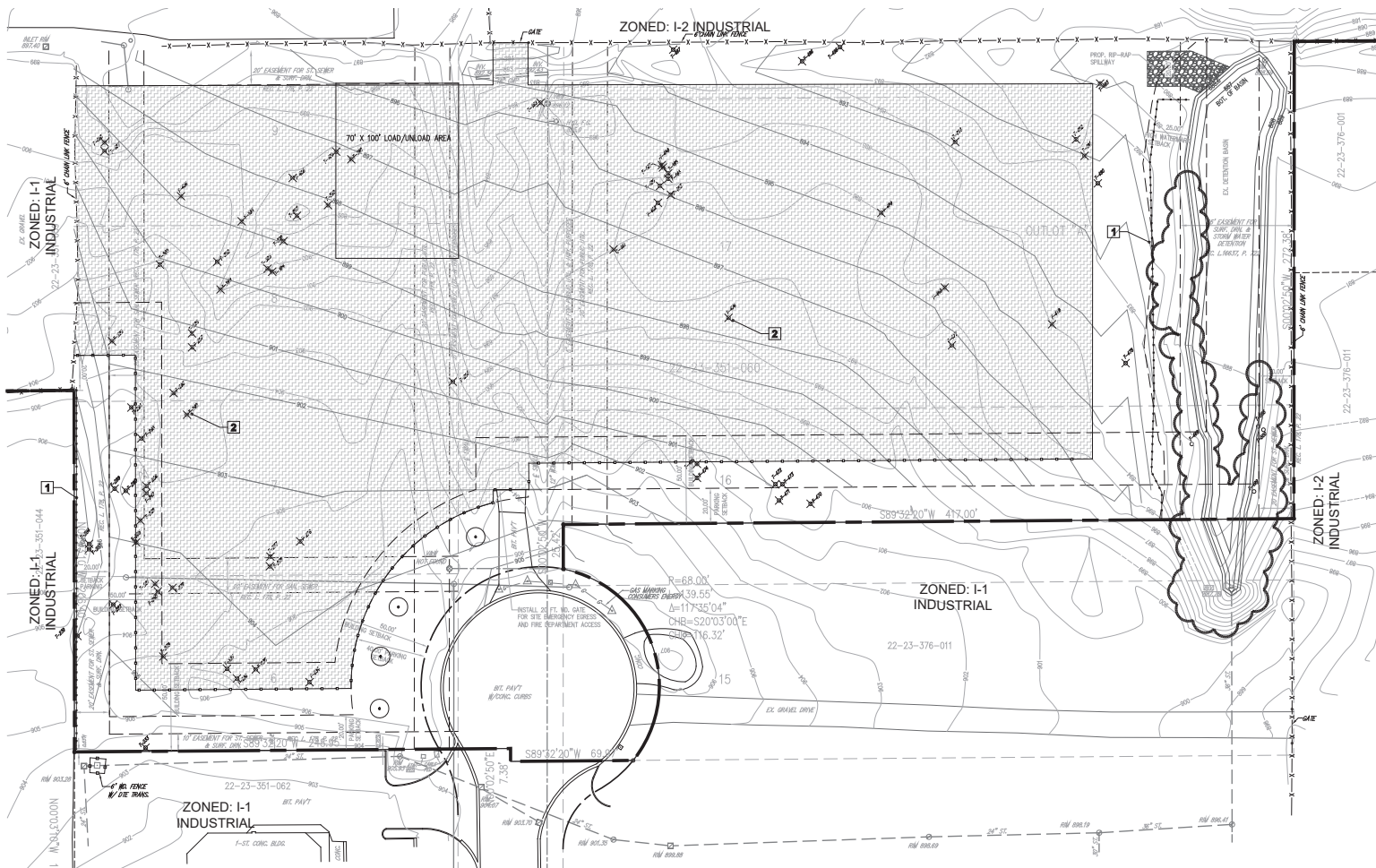
FRONTAGE DETAIL

project no.

162109

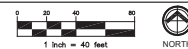
sheet no.

LP-4



WOODLAND IMPACT PLAN

SCALE: 1" = 40'



NOTE KEY:

- 1 TREE PROTECTION FENCING - SEE CIVIL DRAWINGS
- 2 TREES REMOVED TYP - SEE INVENTORY LIST SHEET TL-1 FOR REPLACEMENT CREDITS PER TREE

WOODLAND DATA

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

WOODLAND IMPACT

Trees Removed:
Dead Trees Removed: 2 Trees
Very Poor Cond. Trees Removed: 6 Trees

Trees Req. Replc. Removed: 44 Trees
Multi Stem Trees Req. Replc. Removed: 22 Trees

WOODLAND REPLACEMENT

Replacement Trees:
Trees 8"-10.9": 4 Trees x 1 Credit = 4 Credits
Trees 11"-19.9": 27 Trees x 2 Credit = 54 Credits
Trees 20"-29.9": 8 Trees x 3 Credit = 27 Credits
Trees 30" or Greater: 4 Trees x 4 Credit = 16 Credits

Trees Multi Stem Req. Credits: 94 Credits

TOTAL CREDITS REQUIRED: 196 Credits

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

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





PLANNING + DESIGN

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northville, mi 48167

deakplanningdesign.com

MICHIGAN CAT STORAGE
24800 Novi Road, Novi, Michigan

seal:



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RVSD PER CMNTS	03/30/22

sheet title:

TREE INVENTORY

project no.

162109

sheet no.

TL-1

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



NOT TO BE USED AS CONSTRUCTION DRAWING

PLANNING REVIEW



PLAN REVIEW CENTER REPORT

May 23, 2022

Planning Review

MI CAT Catherine Drive Access Parcel
JZ21-22 with Rezoning 18.734

PETITIONER

Michigan CAT

REVIEW TYPE

Rezoning Request from I-1 (Light Industrial) to I-2 (General Industrial) with Planned Rezoning Overlay (PRO)

PROPERTY CHARACTERISTICS

Section	23	
Site Location	24800 Novi Rd; East of Novi Road, North of Catherine Industrial Road (Parcel 22-23-351-065)	
Site School District	Novi Community School District	
Site Zoning	I-1 Light Industrial District & I-2 General Industrial District	
Adjoining Zoning	North	I-2 General Industrial District
	East	I-1 Light Industrial, I-2 General Industrial District
	West	I-1 Light Industrial, OS-1 Office Service, RM-2 (w/PRO) High Density Multi Family with Planned Rezoning Overlay
	South	I-1 Light Industrial District
Current Site Use	Michigan CAT Campus	
Adjoining Uses	North	Enterprise Rent-A-Car, Gerber Collision & Glass
	East	Railroad Track, Industrial uses off Trans X Road
	West	US Post Office, Emerson Park, Classic Collision Repair
	South	Industrial/Office Uses off of Catherine Industrial Drive
Site Size	32.39 Acres	
Plan Date	March 15, 2022	

PROJECT SUMMARY

The petitioner is requesting a Zoning Map amendment for a 5.29 acre portion of a 32.39 acre property located on the east side of Novi Road and north of Catherine Industrial Drive (Section 23) from I-1 (Light Industrial) to I-2 (General Industrial). The applicant states that the rezoning request is necessary to develop the vacant site as an outdoor storage area, which is only permitted in the I-2 Zoning District as a principle permitted use.

This item went before the Master Planning & Zoning Committee on August 25, 2021 and received some preliminary feedback. After this meeting, the applicant proposed some additional public benefits including a historical marker, Novi Road landscaping, and a decorative breakaway gate. Then, this item went before the Planning Commission for eligibility on November 17, 2021. The Planning Commission determined that the project was eligible and forwarded their recommendation to City Council. On January 10, 2022, the City Council determined that the proposed project was eligible for Formal PRO submittal.

The proposed site will be used as outdoor storage for construction equipment related to Michigan CAT's shore and pump operations. The equipment will be a maximum of ten feet tall in height and will be stored year-round. The trucks carrying this equipment are projected to increase traffic to the site by ten trucks per day from December to March and by twenty trucks per day from April to November.

The site will continue to be accessed off Novi Road and will have a gate off Catherine Industrial Drive for emergency access only. The outdoor storage area is proposed to be leveled with asphalt millings and will be screened to meet the City's landscape standards at a minimum. The site will also be fenced along the south and west property lines by an eight foot tall opaque fence, with plantings up to ten feet tall, for security and storage purposes. The applicant anticipates that construction on this site will take 28 days.

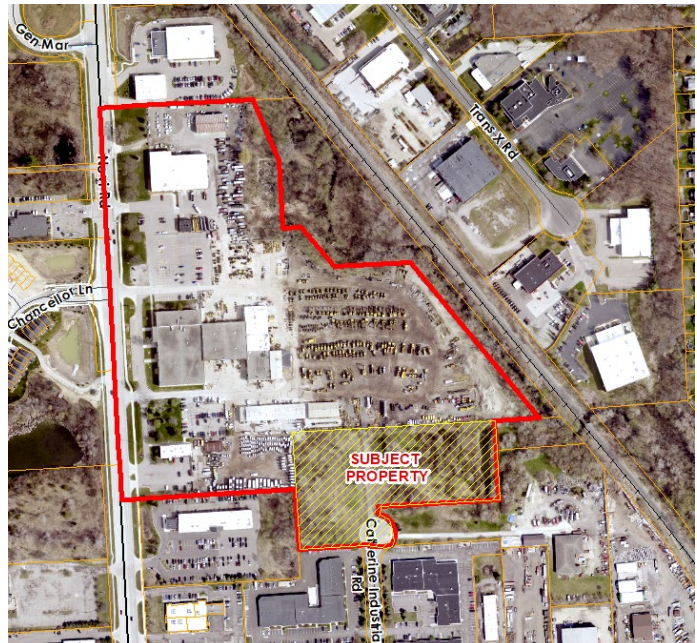
PRO Option

Consistent with Section 503 of the Michigan Zoning Enabling Act (MZEA), the PRO option creates a "floating district" with a conceptual plan attached to the rezoning of a parcel. As part of the PRO, the underlying zoning is proposed to be changed (in this case from I-1 to I-2) and the applicant enters into a PRO agreement with the City, whereby the City and the applicant agree to tentative approval of a conceptual plan for development of the site. Following final approval of the PRO concept plan and PRO agreement, the applicant will submit for Preliminary and Final Site Plan approval under standard site plan review procedures. The PRO runs with the land, so future owners, successors, or assignees are bound by the terms of the agreement, absent modification by the City of Novi. If the development has not begun within two (2) years, the rezoning and PRO concept plan expires, and the agreement becomes void. In this case the property would then revert to I-1 zoning.

MASTER PLAN FOR LAND USE

The Future Land Use Map of the 2016 City of Novi Master Plan for Land Use identifies this property as Industrial Research Development Technology. As the Master Plan states, "this land use is designated for a variety of office, research and development, light industrial and warehousing uses. These uses may range from a single use site to a large mixed use complex. The area may also include facilities for office, research, development and manufacturing support services, higher education and indoor recreation." The I-1 Light Industrial District generally falls within areas planned for Industrial Research Development Technology and the I-2 General Industrial District generally falls within Heavy Industrial.

The properties to the north are identified in the Master Plan as Industrial Research Development Technology, the properties to the east are identified as Industrial Research Development Technology and Heavy Industrial, the properties to the west are master planned for Public, Community Office, and Local Commercial, and the properties to the south are identified as Industrial Research Development Technology.



Current Image of Subject Property

The proposal would follow objectives listed in the Master Plan for Land Use including the following:

1. Objective: Protect and maintain the City's woodlands, wetlands, natural water features, and open space.

Staff Comment: The applicant is proposing to preserve the drainageway to the east of the property, which helps protect the Walled Lake Branch of the Middle Rouge River Basin.

2. Objective: Retain and support the growth of existing businesses and attract new businesses to the City of Novi.

Staff Comment: Michigan CAT has had a campus in Novi since 1965 and the proposal to increase the usage of the site and move the shoring and pump operation to the Novi site supports the growth and retainment of this business. A historical Motor City marker commemorating Michigan CAT's history in Novi is also proposed by the applicant, which is proposed next to the existing flagpole.

3. Objective: Ensure compatibility between residential and non-residential developments.
 - a. Advocacy Action Item: Promote light industrial development, which provides economic value to the community, that properly safeguards neighboring homeowners.

Staff Comment: This development proposes to increase the industrial footprint in this portion of the city while limiting the use of the site to outdoor storage of shoring and pump operation equipment. In addition, the site will be well screened to the neighboring uses.

EXISTING ZONING AND LAND USE

The following table summarizes the zoning and land use status for the subject property and surrounding properties.

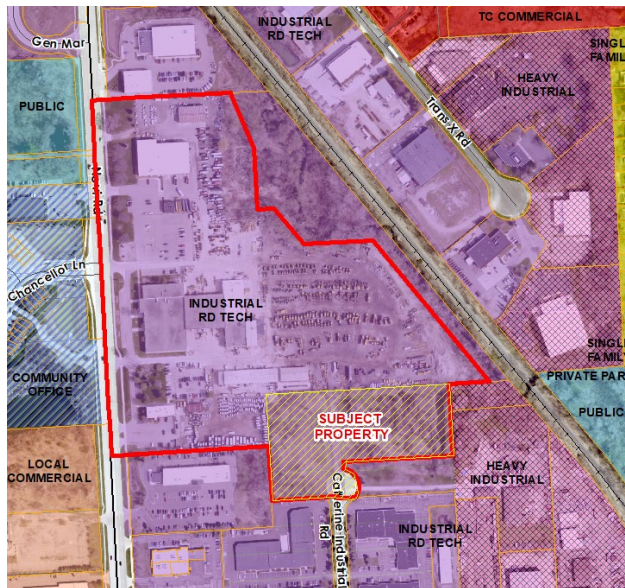
Land Use and Zoning: For Subject Property and Adjacent Properties

	Existing Zoning	Existing Land Use	Master Plan Land Use Designation
Subject Property (Project Area)	I-1 Light Industrial District	Vacant	Industrial research development and technology (Uses consistent with I-1 Light Industrial District)
Northern Parcels	I-2 General Industrial District	Michigan CAT Campus	Industrial research development and technology (Uses consistent with I-1 Light Industrial District)
Southern Parcels	I-1 Light Industrial District	Industrial/Office uses off of Catherine Industrial Drive	Industrial research development and technology (Uses consistent with I-1 Light Industrial District)
Eastern Parcels	I-1 Light Industrial District, I-2 General Industrial District	Railroad Track, Industrial use off Catherine Industrial Drive	Industrial research development and technology (Uses consistent with I-1 Light Industrial District) and Heavy Industrial (uses consistent with I-2 General Industrial District)
Western Parcels	I-1 Light Industrial District	Michigan CAT Campus (South	Industrial research development and technology

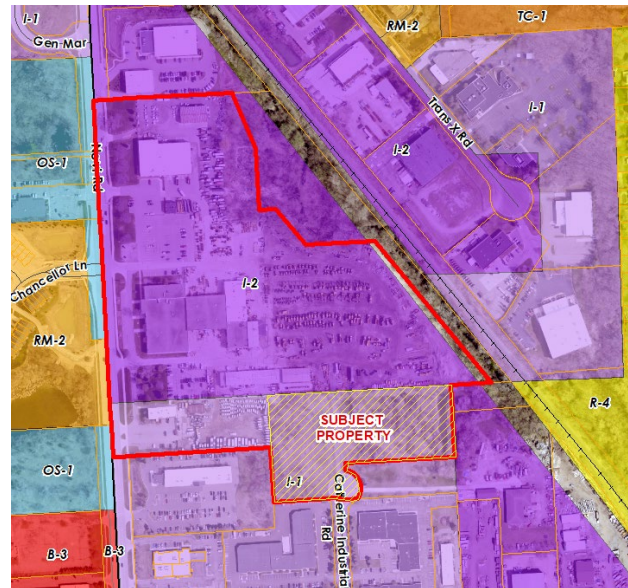
		Building) & Classic Collision Auto Repair Center	(Uses consistent with I-1 Light Industrial District)
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COMPATIBILITY WITH SURROUNDING LAND USE

The surrounding land uses are shown in the above chart. The compatibility of the proposed rezoning with the zoning and uses on the adjacent properties should be considered by the Planning Commission in making the recommendation to City Council on the rezoning request. In particular, the Planning Commission should review the plan carefully to ensure that negative impacts (such as noise and lighting) are minimized and mitigated to protect the residential properties to the west and light industrial businesses to the south.



Future Land Use



Zoning

DEVELOPMENT POTENTIAL

The portion of this parcel proposed to be rezoned is currently vacant. Development under either the current I-1 zoning or the proposed I-2 zoning could result in the construction of fairly similar uses, but the outdoor storage of equipment is only permitted in the I-2 district. Uses permitted in the I-1 zoning district that are not allowed in the I-2 district includes outdoor space for parking of licensed rental motor vehicles. Uses permitted in the I-2 district that are not allowed in the I-1 district include heating & electric power generating plants, outdoor storage yards, commercial sale of new & used heavy trucks & heavy off-road construction equipment, additional production and manufacturing uses, indoor tennis courts, roller skating rinks, and ice-skating rinks, auto engine & body repair shops, lumber & planing mills, motor freight terminals & trucking facilities, and ready-mix or transit mix concrete operations. Through the PRO process, the applicant and the city would agree to restrict the I-2 use allowed to the outdoor storage of shoring and pump operation equipment related to construction. Any other uses typically permitted in the I-2 district would not be permitted within the terms of the PRO Agreement.

COMPARISON OF ZONING DISTRICTS

The following table provides a comparison of the current and proposed zoning development standards. The applicant is requesting a change of districts from the existing I-1 Light Industrial to I-2 General Industrial. The types of uses allowed in these districts have some overlap, although they also

differ in important ways. The proposed I-2 district allows a maximum building height of up to 60 feet compared to the 40 feet allowed in the I-1 district. The building setbacks in the I-2 district are much wider than the I-1 standards. Parking setbacks are slightly wider in the I-2 district. However, the terms of the PRO Agreement may be more restrictive than what could otherwise be allowed under I-2 zoning. For instance, the applicant is not proposing any structures and is restricting the use allowed to outdoor storage of construction equipment.

	I-1 (Existing)	I-2 (Proposed)
Principal Permitted Uses & Special Land Uses	Principle Permitted Uses - Professional office buildings, offices and office sales and service activities - Accessory buildings, structures and uses customarily incident to the above permitted uses - Public owned and operated parks, parkways and outdoor recreational facilities - Public or private health and fitness facilities and clubs - Medical offices, including laboratories and clinics The following uses are subject to Section 4.45: - Research and development, technical training and design of pilot or experimental products - Data processing and computer centers - Warehousing and wholesale establishments - Manufacturing - Industrial office sales, service and industrial office related uses - Trade or industrial schools - Laboratories experimental, film or testing - Greenhouses - Public utility buildings, telephone exchange buildings, electrical transformer stations and substations, and gas regulator stations, other than outside storage and service yards - Public or private indoor recreation facilities - Private outdoor recreation facilities - Pet boarding facilities - Veterinary hospitals or clinics - Motion picture, television, radio and photographic production facilities - Other uses of a similar and no more objectionable character to	Principle Permitted Uses - Heating and electric power generating plants - Outdoor storage yards - Commercial sale of new and used heavy trucks and heavy off-road construction equipment - Any of the following production or manufacturing uses subject to Section 4.57: - Junkyards - Incineration of garbage or refuse - Blast furnace, steel furnace, blooming or rolling mill - Manufacture of corrosive acid or alkali, cement, lime, gypsum or plaster of paris - Petroleum or other inflammable liquids, production, refining, or storage - Smelting of copper, iron or zinc ore - Indoor tennis courts, roller skating rinks, and ice-skating rinks - Auto engine and body repair shops - Lumber and planing mills - Motor freight terminals and trucking facilities - Ready-mix or transit mix concrete operations - Other similar uses - Accessory buildings, structures and uses customarily incident to any of the above permitted uses The following uses are subject to the I-1 Required conditions (Section 3.14) and Development Standards (Section 3.1.18.D), provided there shall be no necessity for a public hearing and approval as a special land use: - Professional office buildings, offices and office sales and service activities - Publicly owned and operated

	the above uses 21. Accessory buildings, structures and uses customarily incident to any of the above permitted uses Special Land Uses The following uses shall be permitted where the proposed site does not abut a residentially zoned district: 1. Metal plating, buffing, polishing and molded rubber products 2. Uses which serve the limited needs of an industrial district (subject to Section 4.43), as follows: a. Financial institutions, unions, union halls, and industrial trade schools or industrial clinics b. Industrial tool and equipment sales, service, storage, and distribution c. Eating and drinking establishments and motels 3. Automobile service establishment 4. Self-storage facilities 5. Retail sales activities 6. Central dry cleaning plants or laundries 7. Railroad transfer, classification and storage yards 8. Tool, die, gauge and machine shops 9. Storage facilities for building materials, sand, gravel, stone, lumber, storage of contractor's equipment and supplies 10. Municipal uses 11. Motion picture, television, radio and photographic production facilities 12. Outdoor space for parking of licensed rental motor vehicles 13. Accessory buildings, structures and uses customarily incident to any of the above permitted uses	parks, parkways and outdoor recreational facilities 14. Public or private health and fitness facilities and clubs 15. Medical offices, including laboratories and clinics 16. Research and development, technical training and design of pilot or experimental products 17. Data processing and computer centers 18. Warehousing and wholesale establishments 19. Manufacturing 20. Industrial office sales, service and industrial office related uses 21. Laboratories experimental, film or testing 22. Greenhouses 23. Public utility buildings, telephone exchange buildings, electrical transformer stations and substations, and gas regulator stations, other than outside storage and service yards 24. Public or private indoor recreation facilities 25. Private outdoor recreation facilities 26. Pet boarding facilities 27. Veterinary hospitals or clinics 28. Motion picture, television, radio and photographic production facilities 29. Other uses of a similar and no more objectionable character to the above uses 30. Metal plating, buffing, polishing and molded rubber products 31. Uses which serve the limited needs of an industrial district (subject to Section 4.43), as follows: a. Banks, savings and loans associations, credit unions, union halls, and industrial trade schools or industrial clinics b. Industrial tool and equipment sales, service, storage and distribution c. Eating and drinking establishments and motels 32. Automobile service establishment 33. Self-storage facilities 34. Retail sales activities 35. Central dry cleaning plants or laundries 36. Railroad transfer, classification and storage yards
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		37. Tool, die, gauge and machine shops 38. Storage facilities for building materials, sand, gravel, stone, lumber, storage of contractor's equipment and supplies 39. Municipal uses
Minimum Lot Size	See Section 3.6.2.D	See Section 3.6.2.D
Minimum Lot Width	See Section 3.6.2.D	See Section 3.6.2.D
Building Height	40 feet	60 feet
Building Setbacks	Front Yard: 40 feet Rear Yard: 20 feet Side Yard: 20 feet	Front Yard: 100 feet Rear Yard: 50 feet Side Yard: 50 feet
Parking Setbacks	Front Yard: Not permitted unless it complies with Section 3.6.2.E Rear Yard: 10 feet Side Yard: 10 feet	Front Yard: Not permitted unless it complies with Section 3.6.2.E Rear Yard: 20 feet Side Yard: 20 feet

INFRASTRUCTURE

Engineering

The Staff Engineer has reviewed the rezoning request and indicated that **the proposed improvements will be required to conform to the City's Storm Water Management Ordinance, including applicable storm water detention and conformance of the existing basin outlet structure.** Design and Construction Standard Waivers of Section 11-239 of the Code of Ordinances will be required for millings as a parking lot material, lack of curbs, and lack of parking lot striping. See the Engineering Review Letter for more information.

Fire

The City Fire Marshal has reviewed the site plan and has provided comments in regard to secondary access to be addressed with the next submittal.

NATURAL FEATURES

Based on the tree survey conducted and the Landscape Review, **47 woodland replacement credits are required for a total of 74 tree removals.** A Woodland Use Permit will be required as part of the Preliminary Site Plan approval.

REVIEW CONCERNS

Staff has concerns or needs additional clarification on the following items:

1. Sign Location, Plan (Page 23, SDM): The provide location of the rezoning sign is acceptable and the sign was installed by 11/2/21.
2. Screening of Outdoor Storage (Sec. 3.15.1.B): A note on the site plan indicates that the maximum height of the equipment that is proposed to be stored is 10 feet. The proposed screening fence is currently only 8 feet tall, but the proposed plantings screen up to 10 feet, which is acceptable.
3. Decorative Breakaway Gate: Information regarding the decorative breakaway gate has been provided on a separate sheet. **However, a detail and elevation view of the**

breakaway gate should be included on the site plan. Please provide this in the next submittal.

4. Economic Impact Information: Total estimated cost of construction has not been provided. **Please provide estimated cost of construction for the Planning Commission's consideration. The response letter states that it is under a separate cover, but it has not been found.**
5. Historical Marker & Bench: The applicant has shown a Motor City Historical Marker and bench near the existing flagpole. Landscaping has also been proposed. However, the plaza cannot be accessed from the sidewalk off Novi Road. **Please provide six foot clear path (i.e., brick pavers) access to the plaza from the Novi Road sidewalk.**
6. Asphalt Millings (DCS): Asphalt millings are proposed in lieu of pavement. **The following DCS Variances will be necessary and may be included as part of the PRO Agreement:**
 - a. **Millings as a parking lot material, as pavement is required for parking lots.**
 - b. **Lack of curbs, as curb is required for parking lots.**
 - c. **Lack of parking lot striping, as striping is required for parking lots.**
7. Emergency Access (DCS Sec 11-194 (a) (19)): Emergency Access is proposed from Catherine Industrial Drive. Per the Fire Review, a secondary access drive shall be a minimum of 20 feet in width and paved to provide all-weather access and shall be designed to support a vehicle of 35 tons. The minimum easement width for secondary access shall be 25 feet. A permeant "break-away" gate shall be provided at the driveway's intersection with the public roadway and shall be designated by signage as for emergency access only. The access drive shall be separated from other roadways by mountable curbs and shall utilize entrance radii designed to permit emergency vehicles while discouraging non-emergency traffic. In addition, documentation for the emergency access gate shall be provided. **Please address the comment above and refer to the Fire Review for additional detail.**

MAJOR CONDITIONS OF PLANNED REZONING OVERLAY AGREEMENT

The Planned Rezoning Overlay process involves a PRO concept plan and specific PRO conditions in conjunction with a rezoning request. The submittal requirements and the process are codified under the PRO ordinance (Section 7.13.2). Within the process, which is completely voluntary by the applicant, the applicant and City Council can agree on a series of conditions to be included as part of the approval.

The applicant is required to submit a conceptual plan and a list of terms that they are willing to include with the PRO agreement. The applicant has submitted a conceptual plan showing the general layout of the driveways, parking, building, stormwater detention, and a general layout of landscaping throughout the development. The applicant has provided a narrative describing the proposed public benefits. At this time, staff can identify some conditions to be included in the agreement if the current design moves forward:

1. Use Limitation: The use of the proposed site shall be limited to the outdoor storage of construction equipment related to shoring and pump operations.
2. Access Aisle Easement: A 20 foot access aisle easement is proposed across the length of the site from the emergency access gate off Catherine Industrial Drive to an existing gate on Michigan CAT's property. **This area shall be kept clear of equipment and signage shall be provided near the existing gate.**
3. Historical Marker & Plaza: A Motor City Historical Marker and pedestrian plaza is proposed near the existing flagpole along Novi Road. **This plaza shall have six foot clear**

path access (i.e., brick pavers) from the sidewalk along Novi Road. In addition, a clearer detail of the wording and sign shall be provided.

The PRO conditions must be in material respects, stricter or limiting than the regulations that would apply to the land under the proposed new zoning district. *Development and use of the property shall be subject to the more restrictive requirements shown or specified on the PRO Plan, and/or in the PRO Conditions imposed, and/or in other conditions and provisions set forth in the PRO Agreement. The applicant should submit a list of any additional conditions that they are seeking to include within the PRO agreement.*

Staff Comment: Additional conditions will be determined as the rezoning request moves forward. Staff suggests that the applicant provide additional conditions that may be included in the agreement.

ORDINANCE DEVIATIONS

Section 7.13.2.D.i.c(2) permits deviations from the strict interpretation of the Zoning Ordinance within a PRO agreement. These deviations must be accompanied by a finding by City Council that *"each Zoning Ordinance provision sought to be deviated would, if the deviation were not granted, prohibit an enhancement of the development that would be in the public interest, and that approving the deviation would be consistent with the Master Plan and compatible with the surrounding areas."* Such deviations must be considered by City Council, who will make a finding of whether to include those deviations in a proposed PRO agreement. The proposed PRO agreement would be considered by City Council after tentative approval of the proposed concept plan and rezoning.

The concept plan submitted with an application for a rezoning with a PRO is not required to contain the same level of detail as a preliminary site plan. Staff has reviewed the Concept Plan provided in as much detail as possible to determine what deviations from the Zoning Ordinance are currently shown. The applicant may choose to revise the concept plan to better comply with the standards of the Zoning Ordinance or may proceed with the plan as submitted with the understanding that those deviations would have to be approved by City Council in a proposed PRO agreement. The following are deviations from the Zoning Ordinance and other applicable ordinances shown on the concept plan.

The applicant has submitted a narrative describing the deviations present in the proposed plans. The deviations identified are as follows:

1. Asphalt Millings (DCS Variance): *An asphalt millings surface with proper drainage to the existing draining way to the east will be installed after grading. Asphalt millings are an efficient recycled material that perform well for outdoor storage that will have traffic from large equipment needed to move the stored items. Our understanding is that the use of millings may not be identified as a surface material in the City's ordinances. Thus, we are proposing that a condition of the PRO agreement allow for this as a variance.*

Staff Comment: Staff supports the deviation for asphalt millings surface as the applicant is proposing to use the area for storage purposes only and it will help minimize the impact on the existing site during construction pending recommendation by the Fire Department and City's Traffic Consultant. In total, three DCS Variances would be necessary (material, lack of curbing, lack of striping).

2. ROW Landscape Screening (Sec. 5.5.3.B.ii): Canopy and Subcanopy greenbelt trees are required along Catherine Industrial Drive but are not proposed. Instead, an evergreen shrub "wall" has been provided by the applicant, which is **supported by staff because the "wall"**

provides better screening along Catherine Industrial Drive.

3. Tree Diversity (LDM, Section 4): The proposing landscaping of the site does not meet the Tree Diversity requirements of the Landscape Design Manual. **However, staff supports this deviation because the primary importance for the landscaping is the screening of the storage yard and there are limited evergreen options available, especially those native to Michigan.**

APPLICANT BURDEN UNDER PRO ORDINANCE

The Planned Rezoning Overlay ordinance requires the applicant to demonstrate that certain requirements and standards are met. The applicant should be prepared to discuss these items, especially in number 1 below, where the ordinance suggests that the enhancement under the PRO request would be unlikely to be achieved or would not be assured without utilizing the Planned Rezoning Overlay. Section 7.13.2.D.ii states the following:

1. (Sec. 7.13.2.D.ii.a) *Approval of the application shall accomplish, among other things, and as determined in the discretion of the City Council, the integration of the proposed land development project with the characteristics of the project area, and result in an enhancement of the project area as compared to the existing zoning, and such enhancement would be unlikely to be achieved or would not be assured in the absence of the use of a Planned Rezoning Overlay.*
2. (Sec. 7.13.2.D.ii.b) *Sufficient conditions shall be included on and in the PRO Plan and PRO Agreement on the basis of which the City Council concludes, in its discretion, that, as compared to the existing zoning and considering the site specific land use proposed by the applicant, it would be in the public interest to grant the Rezoning with Planned Rezoning Overlay; provided, in determining whether approval of a proposed application would be in the public interest, the benefits which would reasonably be expected to accrue from the proposal shall be balanced against, and be found to clearly outweigh the reasonably foreseeable detriments thereof, taking into consideration reasonably accepted planning, engineering, environmental and other principles, as presented to the City Council, following recommendation by the Planning Commission, and also taking into consideration the special knowledge and understanding of the City by the City Council and Planning Commission.*

IDENTIFYING BENEFITS TO PUBLIC RESULTING FROM THE REZONING AND THE PROPOSED DEVIATIONS

Section 7.13.2.D.ii states that the City Council must determine that the proposed PRO rezoning would be in the public interest and that the benefits to the public of the proposed PRO rezoning would clearly outweigh the detriments. The following benefits are suggested by the applicant (as listed in their narrative) as resulting from the development proposal:

1. Use Limitation: The applicant has indicated that the use of the site will be limited to the storage of construction equipment related to shoring and pump operations.
Staff Comment: The use limitation of the site is a public benefit because it keeps the site from being developed under a more intense industrial use that may be listed under the permitted uses of the I-2 Zoning District.
2. Landscaping along Novi Road: The applicant is proposing to provide additional landscape plantings along the Novi Road Right-Of-Way.
Staff Comment: The provision of providing additional landscaping along Novi Road is a public benefit because it provides additional landscaping to the area that is not required.
3. Decorative Breakaway Gate: The applicant is proposing to provide a breakaway gate that is made of decorative material.

Staff Comment: While an emergency breakaway gate is required by Fire Code, the decorative material provided is not required, which makes it a public benefit to the surrounding area.

4. **Historical Marker:** The applicant is proposing to provide a Motor City historical marker commemorating the history of the site within the City of Novi.

Staff Comment: Providing a historical marker is a public benefit because it commemorates the site's importance within the City of Novi.

5. **Drainageway Preservation:** The applicant has indicated that the existing drainageway on the east side of the property will be preserved.

Staff Comment: As the ordinance requires the preservation of an existing drainageway or proper mitigation, staff cannot support this as a benefit of the development.

6. **Fencing:** The applicant is proposing to install an 8 foot tall opaque fence along the south and west perimeter of the site to restrict public view and provide security.

Staff Comment: As the ordinance requires a screening fence along the south and west property lines, staff cannot support this as a benefit of the development.

7. **Landscape Buffer:** The applicant is proposing to plant a landscape buffer along the south and west perimeter of the subject property.

Staff Comment: As the ordinance requires landscape screening along the south and west property lines, staff cannot support this as a benefit of the development.

8. **Emergency Access:** The applicant is proposing to maintain the existing emergency access to the site.

Staff Comment: Emergency Access to the site is a requirement of the Fire Code. Therefore, staff cannot support this as a benefit of the development.

SUMMARY OF OTHER REVIEWS:

All reviewers recommend approval of the PRO Concept Plan.

- a. **Landscape Review (dated 5-13-22):** Landscape review has identified two deviations that may be required. Staff supports these deviations. Refer to review letter for more comments.
- b. **Engineering Review (dated 5-20-22):** Engineering recommends approval of the Concept Site Plan and Concept Stormwater Management Plan at this time. See detailed comments in the review letter for more information.
- c. **Fire Review (dated 5-13-22):** Fire recommends approval with conditions to be addressed with the next submittal.

RECOMMENDATION

Approval of the **PRO Concept Plan is recommended** at this time by staff. Following the initial Planning Commission public hearing, if the request is determined to have sufficient information, it will go before the City Council. City Council will make the final determination on the PRO Concept Plan and PRO Agreement. If approved, the applicant will still need to seek the required approvals from Planning Commission for the Preliminary Site Plan and Stormwater Management Plan at the time of site plan review.

NEXT STEP: PLANNING COMMISSION PUBLIC HEARING

Once all outstanding review comments have been addressed, the PRO Concept Plan will be scheduled for a public hearing before the Planning Commission. This item will tentatively be scheduled for a Public Hearing before the **Planning Commission on June 22, 2022, at 7pm in the Novi Civic Center**. Please confirm attendance by **May 25, 2022**, and provide the following by **June 15, 2022**:

1. Digital PDF of the Site Plan (8.5" x 11") **NO CHANGES MADE**

2. Response Letter addressing ALL comments in ALL review letters

If approved, the applicant will still need to seek the required approvals from Planning Commission for the Preliminary Site Plan and Stormwater Management Plan at the time of site plan review. If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5607 or ccarroll@cityofnovi.org.

A handwritten signature in blue ink that reads "Christian Carroll". The signature is written in a cursive, flowing style.

Christian Carroll, Planner



PLANNING REVIEW CHART: I-2 General Industrial District

Review Date: May 23, 2022
Review Type: Formal PRO Concept Plan
Project Name: MI CAT Catherine Drive Access PRO
Location: 24800 Novi Road; 22-23-351-065
Plan Date: March 15, 2022
Prepared by: Christian Carroll, Planner
Contact: E-mail: ccarroll@cityofnovi.org Phone: 248.735.5607

Items in **Bold** need to be addressed by the applicant with next submittal. Underlined items require Planning Commission approval. *Italicized* items are to be noted.

Item	Required Code	Proposed	Meets Code	Comments
Zoning and Use Requirements				
Master Plan <i>(Adopted July 26, 2017)</i>	Industrial Research Development Technology	I-2 General Industrial	No	<i>I-2 is a heavy industrial district; however, it would make the entire property I-2.</i>
Area Study	The site does not fall under any special category	NA		
Zoning <i>(Effective Jan. 8, 2015)</i>	I-1 – Light Industrial	I-2 General Industrial		<u>PRO requested</u>
Uses Permitted <i>(Sec 3.1.19.B)</i>	Sec 3.1.12.B Principal Uses Permitted	Outdoor storage for construction equipment related to shore and pump operations	Yes	<u>PRO Rezoning requested to allow uses</u>
Rezoning Document Requirements (SPDM link: Site Plan & Development Manual)				
Written Statement <i>(Site Development Manual)</i> <i>The statement should describe the following</i>	- Potential development under the proposed zoning and current zoning - Identified benefits of the development - Conditions proposed for inclusion in PRO Agreement (uses, any deviations, hours of operations, size of building, etc.)	List of proposed I-2 use, and brief narrative of project provided; additional conditions and deviations included	Yes	More information as requested may be necessary.
Survey	Four copies of the engineering survey of the property to be rezoned	Included	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Sign Location Plan (Page 23, SDM)	Per requirements listed in Site Plan Manual, Page 23 Installed within 15 days prior to public hearing. Located along all road frontages.	Provided	Yes	Signs was installed by 11/2/21.
Rezoning Traffic Impact Study (SDM)	A Rezoning Traffic Impact Study as required by the City of Novi Site Plan and Development Manual. Refer to Chapter 5	Not required	Yes	<i>Meets the conditions as listed in Chapter 5 of the Site Plan & Development Manual.</i>
Community Impact Statement (Sec. 2.2)	- Over 30 acres for permitted non-residential projects - Over 10 acres in size for a special land use - All residential projects with more than 150 units - A mixed-use development, staff shall determine		NA	
Noise Impact Statement	Provide a noise impact statement subject to standards of Section 5.14.10.B	Noise Impact Statement not required	NA	
Height, bulk, density and area limitations (Sec 3.1.12)				
Frontage on a Public Street (Sec. 5.12)	Frontage on a Public Street is required	Frontage on Novi Road, Catherine Drive	Yes	
Minimum Zoning Lot Size for each Unit in Ac (Sec 3.6.2.D)	Except where otherwise provided in this Ordinance, the minimum lot area and width, and the maximum percent of lot coverage shall be determined on the basis of off-street parking, loading, greenbelt screening, yard setback or usable open space		NA	
Minimum Zoning Lot Size for each Unit: Width in Feet			NA	
Open Space Area	----	---	---	---
Maximum % of Lot Area Covered (By All Buildings)	(Sec 3.6.2.D)	No buildings proposed in project area	Yes	
Building Height (Sec. 3.1.19.D)	60 ft	NA	Yes	
Building Setbacks (Sec 3.1.19.D)				

Item	Required Code	Proposed	Meets Code	Comments
Front (west)	100 ft	NA	NA	
Interior Side (north)	50 ft	NA	NA	
Interior Side (south)	50 ft	NA	NA	
Rear (east)	50 ft	NA	NA	
Parking Setback (Sec 3.1.19.D)& Refer to applicable notes in Sec 3.6.2				
Front (west)	20 ft (Sec. 3.6.2.E)	~600 ft	Yes	
Interior Side (north)	20 ft	~550 ft	Yes	
Interior Side (south)	20 ft	35 ft	Yes	
Rear (east)	20 ft	115 ft	Yes	
Outdoor Storage Yards (Sec. 4.55)				
Screening (Sec 4.55)	-totally obscured by a masonry wall, landscaped earth berm, chain link fence with heavy screen plantings, or combinations thereof -the height, location, and extent of which shall be in accordance to the requirements of Section 5.5 -whenever outdoor storage is the principal use of the parcel, no outdoor storage shall extend into the required front yard setback of the district and no wall, fence or other screening devices shall extend into the require front yard setback	- Complies, chain link fence & screen plantings	Yes	
		- Complies	Yes	
		- Accessory to the principal use of the entire site	NA	
Note To District Standards (Sec 3.6.2)				
Exterior Side Yard Abutting a Street (Sec 3.6.2.C)	All exterior side yards abutting a street shall be provided with a setback equal to front yard.	No side yards directly abut a street.	NA	
Off-Street Parking in Front Yard (Sec 3.6.2.E)	Off-street parking is allowed in front yard if - the site is a minimum 2 acre site, - does not extend into the minimum required front yard setback of the district,	No parking is proposed in front yard.	NA	

Item	Required Code	Proposed	Meets Code	Comments
	- cannot occupy more than 50% of the area between min. front yard setback & bldg. setback, - must be screened by brick wall or landscaped berm lighting compatible with surrounding neighborhood			
Off-Street Parking in Side and Rear Yards abutting residential (Sec 3.6.2.F)	Shall not occupy more than fifty (50) percent of the area of the side or rear yard abutting a residential district;	Side and rear yards do not abut residential.	NA	
Wetland/Watercourse Setback (Sec 3.6.2.M)	Off-street parking shall be setback no less than one-hundred (100) feet from the residential district.	No wetlands present	Yes	
Setback from Residential District (Sec 3.6.2.H)	I-1 and I-2 districts, five (5) feet of horizontal setback for each foot of building height, or one-hundred (100) feet, whichever is greater.	The property does not abut residential.	NA	
Wetland/Watercourse Setback (Sec 3.6.2.M)	A setback of 25ft from wetlands and from high watermark course shall be maintained	No wetland.	NA	
Additional Height (Sec 3.6.2.O)	Additional height(s) for selected building(s) is allowed based on conditions listed in Sec 3.6.2.O	No building proposed	NA	
Parking setback screening (Sec 3.6.2.P)	Required parking setback area shall be landscaped per Section 5.5.3.	Complies	Yes	See Landscape Review.
Parking, Loading, and Dumpster Requirements				
Number of Parking Spaces Industrial Establishments (Sec.5.2.12.E)	1 for each 700 square feet of usable floor area or 5 + 1 for each 1.5 employees in the largest working shift, whichever is greater.	No parking spaces indicated and no increase in usable floor area.	Yes	
Parking Space Dimensions and Maneuvering Lanes (Sec. 5.3.2)	- 90° Parking: 9 ft. x 19 ft. - 24 ft. two way drives - 9 ft. x 17 ft. parking spaces allowed along 7 ft. wide interior sidewalks as long as detail indicates a 4" curb		NA	Existing

Item	Required Code	Proposed	Meets Code	Comments
	at these locations and along landscaping			
Parking stall located adjacent to a parking lot entrance (public or private) (Sec. 5.3.13)	- shall not be located closer than twenty-five (25) feet from the street right-of-way (ROW) line, street easement or sidewalk, whichever is closer		NA	Existing
End Islands (Sec. 5.3.12)	- End Islands with landscaping and raised curbs are required at the end of all parking bays that abut traffic circulation aisles. - The end islands shall generally be at least 8 feet wide, have an outside radius of 15 feet, and be constructed 3' shorter than the adjacent parking stall as illustrated in the Zoning Ordinance		NA	
Barrier Free Spaces Barrier Free Code	To be determined if additional building area is proposed.		NA	
Barrier Free Space Dimensions Barrier Free Code	- 8' wide with an 8' wide access aisle for van accessible spaces - 8' wide with a 5' wide access aisle for regular accessible spaces		NA	
Barrier Free Signs Barrier Free Code	One sign for each accessible parking space.		NA	
Minimum number of Bicycle Parking (Sec. 5.16.1)	None required		NA	
Bicycle Parking General requirements (Sec. 5.16)	- No farther than 120 ft. from the entrance being served - When 4 or more spaces are required for a building with multiple entrances, the spaces shall be provided in multiple locations - Spaces to be paved and the bike rack shall be inverted "U" design - Shall be accessible via 6 ft. paved sidewalk		NA	

Item	Required Code	Proposed	Meets Code	Comments
Bicycle Parking Lot layout (Sec 5.16.6)	Parking space width: 6 ft. One tier width: 10 ft. Two tier width: 16 ft. Maneuvering lane width: 4 ft. Parking space depth: 2 ft. single, 2 ½ ft. double		NA	
Loading Spaces (Sec. 5.4.3)	- Loading area in the rear yard - Loading area in interior side yard if it is adjacent to I, EXPO or EXO district	70' x 100' loading area proposed (7,000 sf)	Yes	
Accessory Structures				
Dumpster (Sec 4.19.2.F)	- Located in rear yard or interior side yard in case of double frontage - Attached to the building or - No closer than 10 ft. from building if not attached - Not located in parking setback - If no setback, then it cannot be any closer than 10 ft, from property line. - Away from Barrier free Spaces	No dumpster proposed.	NA	
Dumpster Enclosure (Sec. 21-145. (c))	- Screened from public view - A wall or fence 1 ft. higher than height of refuse bin - And no less than 5 ft. on three sides - Posts or bumpers to protect the screening - Hard surface pad. - Screening Materials: Masonry, wood or evergreen shrubbery		NA	
Roof top equipment and wall mounted utility equipment (Sec. 4.19.2.E.ii)	All roof top equipment must be screened and all wall mounted utility equipment must be enclosed and integrated into the design and color of the building		NA	
Roof top appurtenances screening	Roof top appurtenances shall be screened in accordance with applicable facade		NA	

Item	Required Code	Proposed	Meets Code	Comments
	regulations, and shall not be visible from any street, road or adjacent property.			
Transformer/Generator	Provide location of any proposed transformers/generators etc.	Not shown		
I-2 District Required Conditions (Sec. 3.15)				
Building Setback Reductions (Sec. 3.15.1.A)	On sites located within planned industrial park > 40 acres, and is enclosed/screened, building setbacks may be reduced: Front: 50 feet Side: 30 feet Rear: 30 feet	Part of Industrial Park.	NA	<i>Industrial Park is not 40+ acres</i>
Landscape Screening Adjacent to I-2 District (Sec. 3.15.1.B)	Screening required between individual sites may be modified adjacent to other I-2 land: 3' landscape berm 5' high masonry or poured concrete with brick texture 5' high decorative fence of treated lumber, cedar or redwood		NA	<i>I-2 zoning to north and east</i>
Screening of Outdoor Storage (Sec. 3.15.2.A)	Outdoor storage of any equipment or material shall not extend to a greater height than the on-site obscuring screen (if within 40-acre+ industrial park, screening may be satisfied by perimeter screening of entire park)	Equipment height indicated to not be taller than proposed fencing.	Yes	<i>Proposed fence is 8 feet tall, and the height of the tallest equipment is 10 feet. Adequate screening is provided with proposed plantings.</i>
Loading Zone Screening (Sec. 3.15.2.B)	When any loading/unloading area shall be visible from any residential or commercial district, or road or street, it shall be effectively screened from view	Loading area proposed, fully screened from the roadway	Yes	
Permitted Uses Adjacent to Residential (Sec. 3.15.2.C.)	Where adjacent to residential district, berm height 10 feet minimum		NA	Not adjacent to Residential
Sidewalks and Pathways				

Item	Required Code	Proposed	Meets Code	Comments
ARTICLE XI. OFF-ROAD NON-MOTORIZED FACILITIES (Sec. 11-256. Requirement. (c) & Sub. Ord. Sec. 4.05)	- New streets, sidewalks required on both sides. - Arterials and collectors: 6 feet or 8 feet wide as designated by the "Bicycle and Pedestrian Plan," - industrial service streets: no sidewalk - local streets and private roadways: five (5) feet	None, no sidewalk required	Yes	
Pedestrian Connectivity	- Whether the traffic circulation features within the site and parking areas are designed to assure safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets - Building exits must be connected to sidewalk system or parking lot.	Sidewalks will not be provided	Yes	<i>Industrial site and use.</i>
Other Requirements				
Exterior lighting (Sec. 5.7)	Photometric plan and exterior lighting details needed at time of Final Site Plan submittal	A lighting plan is not provided		<i>No exterior lighting is proposed for this project.</i>
Design and Construction Standards Manual	Land description, Sidwell number (metes and bounds for acreage parcel, lot number(s), Liber, and page for subdivisions).	Provided		
General layout and dimension of proposed physical improvements	Location of all existing and proposed buildings, proposed building heights, building layouts, (floor area in square feet), location of proposed parking and parking layout, streets and drives, and indicate square footage of pavement area (indicate public or private).	Provided	Yes	
Economic Impact Information	- Total cost of the proposed building & site improvements - Number of anticipated	-Cost of improvements not provided - 28 temporary	No	Provide total estimated cost of construction.

Item	Required Code	Proposed	Meets Code	Comments
	jobs created (during construction & after building is occupied, if known).	construction jobs, net loss of 1 employee		
Development and Street Names	Development and street names must be approved by the Street Naming Committee before Preliminary Site Plan approval	Name approval for project not required at this time	NA	<u>Contact Madeleine Kopko at 248-347-0475 to schedule a meeting with the Committee</u>
Development/ Business Sign	Signage if proposed requires a permit. Can be considered during site plan review process or independently.	None shown	NA	<u>For sign permit information contact Maureen Underhill 248-735-5602.</u>
Lighting and Photometric Plan (Sec. 5.7)				
Intent (Sec. 5.7.1)	Establish appropriate minimum levels, prevent unnecessary glare, reduce spillover onto adjacent properties & reduce unnecessary transmission of light into the night sky	Not provided		<i>No exterior lighting is proposed for this project.</i>
NOTES: 1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards. 2. The section of the applicable ordinance or standard is indicated in parenthesis. Please refer to those sections in Article 3, 4, and 5 of the zoning ordinance for further details. 3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Division with future submittals.				

ENGINEERING REVIEW



PLAN REVIEW CENTER REPORT

May 20, 2022

Engineering Review

MI CAT Catherine Dr Formal PRO
Concept JZ21-0022

Applicant

Michigan CAT

Review Type

Formal PRO Concept Plan

Property Characteristics

- Site Location: North end of Catherine Industrial Road (north side of Ten Mile Road between Novi Road and Meadowbrook Road)
- Site Size: 5.3 acres accessory use parcel, as part of a 32.4 acre parcel
- Plan Date: 03/15/2022
- Design Engineer: Bergmann Associates; plan formerly submitted by Warner, Cantrell & Padmos, Inc.

Project Summary

- Rezoning of an approximately 5.3 acre parcel from I-1 to I-2 zoning, plus proposed use of approximately 3.7 acres as outdoor heavy equipment and materials storage.
- No permanent buildings or designated parking are proposed.
- No changes to water service are proposed.
- No changes to sanitary service are proposed.
- Other than directing surface runoff to the existing basin on the east end of the parcel, no changes to storm water collection are proposed, currently. **However, the proposed improvements will be required to conform to the City's Storm Water Management Ordinance, including applicable storm water detention.**

Recommendation

The Concept Site Plan and Concept Storm Water Management Plan can be recommended. Comments can be addressed during the detailed design review.

Comments:

General

1. The right-of-way dedication for the Catherine Industrial Road cul-de-sac does not appear to be shown on any sheet. Show linework and label.
2. Label/call out the proposed bollards around the existing hydrant on sheet C110 (already noted on sheet C101).
3. The proposed plantings along Novi Road do not appear to conflict with existing City water main, sanitary sewer, or storm sewer.

Storm Water Management Plan

Per applicant's response letter, the comments in this section will be addressed later in the review process.

4. The Storm Water Management Plan (SWMP) for this development shall be designed in accordance with the Storm Water Ordinance and Chapter 5 of the Engineering Design Manual.
5. **The 100-year detention volume from the improved area will be considered detained in the existing, off-site, City-owned "C&O regional basin" downstream of the site, just north of Ten Mile Road. Detention tapping fees will be required.**
6. **Should the site ever be paved, the required detention volume will need to be recalculated.**
7. Provide supporting calculations for the runoff coefficient determination. A runoff coefficient of 0.35 shall be used for all turf grass lawns (mowed lawns). **Per the Engineering Design Manual, a "C" factor for pervious pavement may be allowed for the asphalt millings if supporting data can be provided.**
8. **Several items regarding the existing basin outlet structure and its outlet to the Rouge River will need to be addressed on the plans:**
 - a. **The existing basin outlet structure appears to be clogged/sedimented and must be cleaned.**
 - b. **The presumed piped outlet to the east/northeast from this structure must be exposed and cleaned.**
 - c. **Show the existing grading from the outlet structure to the Rouge River on the plans (this was previously shown on the topographic survey from Warner Cantrell).**
 - d. **Stabilize the abovementioned overland route, especially the heavily eroded gully along the drainage route. Due to a proposed City project to restore the banks of the river in this area, coordination will be required between the two projects.**
 - e. **The proposed riprap spillway appears to satisfy the maintenance access route requirements. However, the five chokeberries and three viburnums proposed around the outlet structure must be relocated away from the structure (and outside the riprap area).**

9. As part of the Storm Drainage Facility Maintenance Easement Agreement, provide an access easement for maintenance over the existing basin. Also, include an access easement to the basin area from the public road right-of-way.

Paving & Grading

Per applicant's response letter, the comments in this section will be addressed later in the review process.

10. **Design and Construction waivers of Section 11-239 of the City Code of Ordinances will be required for:**
 - a. **Millings as a parking lot material, as pavement is required for parking lots.**
 - b. **Lack of curbs, as curb is required for parking lots.**
 - c. **Lack of parking lot striping, as striping is required for parking lots.**

The Engineering Division would support the above waivers, pending recommendation by the Fire Department and City's traffic consultant as well.

11. 12 inches depth of millings noted on plan. However, add a detail showing the cross section, including soil preparation/compaction, gradation of millings, and any other applicable information.
12. The sanitary structure adjusts are noted, but clarify whether the hydrant and gate wells will be adjusted as well.
13. Provide a construction materials table on the paving plan listing the quantity and material type for the millings cross section being proposed.
14. The proposed emergency access gate is noted.

Soil Erosion and Sediment Control

15. A SESC permit is required. During the site plan review process, please submit a SESC permit application under separate cover. The application can be found on the City's website at <http://cityofnovi.org/Reference/Forms-and-Permits.aspx>.

With each plan submittal, the following must be submitted:

16. A letter from either the applicant or the applicant's engineer must be submitted highlighting the changes made to the plans addressing each of the comments listed above and indicating the revised sheets involved. **Additionally, a statement must be provided stating that all changes to the plan have been discussed in the applicant's response letter.**

At the time of Final Site Plan, the following must be submitted:

17. An itemized construction cost estimate must be submitted to the Community Development Department for the determination of plan review and construction inspection fees. This estimate should only include the civil site work and not any costs associated with construction of the building or any

demolition work. **The estimate must be itemized** for on-site paving (square yardage), grading, and the storm water management system.

The following must be submitted with the Stamping Set:

(Please note that all documents must be submitted together as a package with the Stamping Set submittal with a legal review transmittal form that can be found on the City's website. Partial submittals will not be accepted.)

18. A draft copy of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA), as outlined in the Storm Water Management Ordinance, must be submitted to the Community Development Department. Once the agreement is approved by the City's Legal Counsel, this agreement will then be sent to City Council for approval/acceptance. The SDFMEA will then be recorded at the office of the Oakland County Register of Deeds. This document is available on our website.
19. A draft copy of the warranty deed for the additional proposed right-of-way for the Catherine Industrial Road cul-de-sac must be submitted for review and acceptance by the City.
 - a. If the cul-de-sac is dedicated, the existing easement for the cul-de-sac will need to be vacated.

The following must be addressed prior to construction:

20. A pre-construction meeting shall be required prior to any site work being started. Please contact Sarah Marchioni in the Community Development Department to setup a meeting (248-347-0430). **Be advised that scheduling the pre-construction meeting can take 2-4 weeks.**
21. A City of Novi Grading Permit will be required prior to any grading on the site. This permit will be issued at the pre-construction meeting (no application required). No fee is required for this permit.
22. Material certifications must be submitted to Spalding DeDecker for review prior to the construction of any onsite utilities. Contact Ted Meadows at 248-844-5400 for more information.
23. Construction inspection fees in an amount to be determined must be paid to the Community Development Department.
24. Legal escrow fees in an amount to be determined must be deposited with the Community Development Department. **All unused escrow will be returned to the payee at the end of the project.** This amount includes engineering legal fees only. There may be additional legal fees for planning legal documents.
25. If applicable, a storm water performance guarantee in an amount to be determined (equal to 120% of the cost required to complete the storm water management facilities) as specified in the Storm Water Management Ordinance must be posted at the Community Development Department.

26. **If off-site detention is proposed, storm water detention tap fees in an amount to be determined for the proposed discharge to an off-site regional detention basin must be paid to the Community Development Department.**
27. If applicable, a street sign financial guarantee in an amount to be determined (\$400 per traffic control sign proposed) must be posted at the Community Development Department. Signs must be installed in accordance with MMUTCD standards.
28. A Soil Erosion Control Permit must be obtained from the City of Novi. Contact Sarah Marchioni in the Community Development Department, Building Division (248-347-0430) for forms and information. The financial guarantee and inspection fees will be determined during the SESC review.

The following must be addressed prior to issuance of a Temporary Certificate of Occupancy (TCO) approval for the development:

29. The amount of the incomplete site work performance guarantee for any outstanding site improvement items (limited to top course of pavement and other minor items), is calculated at 1.2 times the amount required to complete the site improvements (as specified in the Performance Guarantee Ordinance).
30. All easements and agreements referenced above must be executed, notarized, and approved by the City Attorney and Engineering Division.
31. The City's consultant Engineer Spalding DeDecker will prepare the record drawings for this development. The record drawings will be prepared in accordance with Article XII, Design and Construction Standards, Chapter 11 of the Novi Code of Ordinances.
32. Submit an up-to-date Title Policy (dated within 90 days of City Council consideration of acceptance) for the purpose of verifying that the parties signing the Easement and Bill of Sale documents have the legal authority to do so. Please be sure that all parties of interest shown on the title policy (including mortgage holders) either sign the easement documents themselves or provide a Subordination Agreement. Please be aware that the title policy may indicate that additional documentation is necessary to complete the acceptance process.
33. Provide a warranty deed for the additional proposed road right-of-way for the Catherine Industrial Road cul-de-sac for acceptance by the City.

Prior to preparing stamping sets, the Applicant is advised to provide any revised sheets directly to the Engineering Division for an informal review and approval.

To the extent this review letter addresses items and requirements that require the approval of or a permit from an agency or entity other than the City, this review shall

Engineering Review of Formal PRO Concept Plan

MI CAT Catherine Drive
JZ21-0022

05/20/2022

Page 6 of 6

not be considered an indication or statement that such approvals or permits will be issued.

Please contact Victor Boron at (248) 735-5695 with any questions.

A handwritten signature in black ink, reading "Victor F. Boron". The signature is fluid and cursive, with a horizontal line drawn underneath it.

Victor Boron
Project Engineer

cc: Christian Carroll, Community Development
Ben Croy, PE; Engineering
Humna Anjum, Engineering

LANDSCAPE & WOODLAND REVIEW



PLAN REVIEW CENTER REPORT

May 11, 2022

MI CAT Catherine Drive Parcel

Formal PRO Concept Site Plan - Landscaping

Review Type

Formal PRO Concept Landscape Review

Job

JZ21-0022

Property Characteristics

- Site Location: North end of Catherine Drive
- Site Acreage: 5.29 acres
- Site Zoning: I-1 – Proposed: I-2
- Adjacent Zoning: North, East: I-2, South, West: I-1
- Plan Date: 3/30/2022

Ordinance Considerations

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

Recommendation

This project is **recommended for approval for PRO Concept**. The remaining items discussed below and on the accompanying Landscape Chart can be addressed on Preliminary and Final Site plans.

LANDSCAPE DEVIATIONS REQUIRED FOR THIS PROJECT:

- Use of evergreen shrub "wall" in place of required canopy greenbelt trees and berm to provide better screening of equipment – *Supported by staff*
- Tree diversity does not meet the standard of Landscape Design Manual Section 4 – *Supported by staff*

Ordinance Considerations

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

1. A survey and chart are provided.
2. Only 47 woodland replacement credits are required (see the discussion on the accompanying landscape chart). A donation to the tree fund will be made for all of them.
3. **Please plant woodland replacement trees on the site to the greatest extent possible.**
4. Please add a tree protection fence detail to the Civil Plans.

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

The project is not adjacent to residential property.

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

1. The project proposes a line of densely planted junipers to provide continuous screening

from the road instead of the required berm and canopy trees. **This is a landscape deviation.**

2. *The proposed configuration is supported by staff as the required trees wouldn't provide as much screening as the proposed landscaping would.*
3. **The proposed landscape additions along Novi Road are appreciated. Please consider adding large shrubs or subcanopy trees to help soften the view of the heavy equipment from Novi Road more. This is a request, not a requirement.**
4. **Please add an accessible path to the flagpole/sign "plaza" from the public sidewalk and an opening through the plantings so people can get close to the sign to read it if necessary.**
5. Add a note stating that the existing tree at the south entrance will be removed.

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

No parking landscaping is required as the parcel will be used for equipment storage, not parking.

Building foundation Landscaping (Zoning Sec 5.5.3.D)

No foundation landscaping is required as there are no buildings on the parcel.

Plant List (LDM 2.h. and t.)

1. **8 of 16 species (50%) used are native to Michigan.**
2. **A landscape deviation is required for the lack of compliance with the Landscape Design Manual.** *The deviation is supported by staff due to the heavy use of evergreens to provide the necessary screening for the project and lack of suitable evergreen species available for use in Michigan.*

Planting Notations and Details (LDM)

Provided

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

1. The combination of existing vegetation and proposed landscaping around the pond satisfies the requirements of the ordinance.
2. If the pond is enlarged, the new edges must also be landscaped to meet the ordinance.
3. **It is recommended to use a species other than *Viburnum trilobum* as it is particularly prone to predation by the *Viburnum* leaf beetle. Ninebark, elderberry or hazelnut would all be viable alternatives.**

Irrigation (LDM 1.a.(1)(e) and 2.s)

Please provide an irrigation system plan that conforms to city and state standards with Final Site Plans.

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



Rick Meader – Landscape Architect

LANDSCAPE REVIEW SUMMARY CHART – Formal PRO Concept Plan

Review Date: May 11, 2022
Project Name: JZ21-0022: MI CAT Catherine Drive Access Parcel
Plan Date: March 30, 2022
Prepared by: Rick Meader, Landscape Architect E-mail: rmeader@cityofnovi.org;
 Phone: (248) 735-5621

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

LANDSCAPE DEVIATIONS REQUIRED FOR THIS PROJECT:

- Use of evergreen shrub "wall" in place of required canopy and subcanopy greenbelt trees to provide better screening of equipment – *Supported by staff*
- Tree diversity does not meet the standard of Landscape Design Manual Section 4 – *Supported by staff*

Item	Required	Proposed	Meets Code	Comments
Landscape Plan Requirements (LDM (2))				
Landscape Plan (Zoning Sec 5.5.2, LDM 2.e.)	• New commercial or residential developments • Addition to existing building greater than 25% increase in overall footage or 400 SF whichever is less. • 1"=20' minimum with proper North. Variations from this scale can be approved by LA • Consistent with plans throughout set	Scale 1"=40'	Yes	
Project Information (LDM 2.d.)	Name and Address	Yes	Yes	
Owner/Developer Contact Information (LDM 2.a.)	Name, address and telephone number of the owner and developer or association	Yes	Yes	
Landscape Architect contact information (LDM 2.b.)	Name, Address and telephone number of RLA/PLA/LLA who created the plan	Yes	Yes	
Sealed by LA. (LDM 2.g.)	Requires original signature	Yes	Yes	<u>Original signature will be required on stamping sets</u>
Miss Dig Note (800) 482-7171 (LDM.3.a.(8))	Show on all plan sheets	Yes	Yes	
Zoning (LDM 2.f.)	Include all adjacent zoning	Parcel: I-1 Proposed: I-2	Yes	

Item	Required	Proposed	Meets Code	Comments
		<u>North, East: I-2</u> <u>South, West: I-1</u>		
Survey information (LDM 2.c.)	• Legal description or boundary line survey • Existing topography	• Description on Sheet 1 • The existing topography and trees are shown as part of plans with impacts.	No	
Existing plant material Existing woodlands or wetlands (LDM 2.e.(2))	• Show location type and size. Label to be saved or removed. • Plan shall state if none exists.	• Woodland impact plan shows all trees 8" dbh or larger, tree chart and impacts • The calculations indicate that 195 replacement credits are required. • A note indicates that a deposit to the tree fund will be made for 95 credits.	Yes	1. Based on a site visit I made, most of the trees showing as being removed are not in a regulated woodland. Thus, they do not need to have woodland replacements per our ordinance, which only requires that trees 8" dbh or larger within a regulated woodland, or 36" dbh or larger outside of a woodland be replaced. For that reason, and the fact that there aren't any regulated woodlands on the site except for around the pond where no trees are being disturbed, only these trees need replacements: 234, 236, 243, 251, 252, 253, 604 and 606, based on their size. This adds up to only 47 required credits. 2. Feel free to modify your chart and deposit to the tree fund donation accordingly. 3. You're encouraged to plant replacement trees on site where possible.
Soil types (LDM.2.r.)	• As determined by Soils survey of Oakland	Yes, on Sheet C100	Yes	

Item	Required	Proposed	Meets Code	Comments
	County Show types, boundaries			
Existing and proposed improvements (LDM 2.e.(4))	Existing and proposed buildings, easements, parking spaces, vehicular use areas, and R.O.W	Yes	Yes	
Existing and proposed utilities (LDM 2.e.(4))	Overhead and underground utilities, including hydrants	Yes	Yes	
Proposed grading. 2' contour minimum (LDM 2.e.(1))	Provide proposed contours at 2' interval	Yes	Yes	
Snow deposit (LDM.2.q.)	Show snow deposit areas on plan	NA – no landscaping is inside of fenced area		
LANDSCAPING REQUIREMENTS				
Parking Area Landscape Requirements LDM 1.c. & Calculations (LDM 2.o.)				
General requirements (LDM 1.c)	- Clear sight distance within parking islands - No evergreen trees	NA		
Name, type and number of ground cover (LDM 1.c.(5))	As proposed on planting islands	NA – no parking islands		
General (Zoning Sec 5.5.3.C.ii)				
Parking lot Islands (a, b. i)	- A minimum of 200 SF to qualify - A minimum of 200sf unpaved area per tree planted in an island 6" curbs - Islands minimum width 10' BOC to BOC	NA		
Curbs and Parking stall reduction (c)	Parking stall can be reduced to 17' and the curb to 4" adjacent to a sidewalk of minimum 7 ft.	NA		
Contiguous space limit (i)	Maximum of 15 contiguous spaces	NA		
Plantings around Fire Hydrant (d)	- No plantings with matured height greater than 12' within 10 ft. of fire hydrants - Plant trees at least 5 ft from underground utility lines	NA – no hydrants are shown in landscaped areas		

Item	Required	Proposed	Meets Code	Comments
	Plantings near hydrants or FDCs should be no taller than 12"			
Landscaped area (g)	Areas not dedicated to parking use or driveways exceeding 100 sq. ft. shall be landscaped	NA		
Clear Zones (LDM 2.3.(5))	25 ft corner clearance required. - Refer to Zoning Section 5.5.9 - Road Commission for Oakland County zone for RCOC jurisdiction roads	- NA – Catherine Drive will only be used for emergency access, and has clear vision at the end of the cul-de-sac - The proposed landscaping enhancements along Novi Road are outside of the clear vision zone.	Yes	
Category 1: For OS-1, OS-2, OSC, OST, B-1, B-2, B-3, NCC, EXPO, FS, TC, TC-1, RC, Special Land Use or non-residential use in any R district (Zoning Sec 5.5.3.C.iii)				
A = Total square footage of vehicular use areas up to 50,000sf x 7.5%	$A = x \text{ sf} * 7.5 \% = A \text{ sf}$ $50,000 * 7.5\% = 3750 \text{ sf}$	NA		
B = Total square footage of additional paved vehicular use areas (not including A or B) over 50,000 SF) x 1 %	$B = x \text{ sf} * 1\% = B \text{ sf}$ $(xxx - 50000) * 1\% = xx \text{ sf}$	NA		
Category 2: For: I-1 and I-2 (Zoning Sec 5.5.3.C.iii)				
A. = Total square footage of vehicular use area up to 50,000 sf x 5%	$A = x \text{ sf} * 6\% = A \text{ sf}$	NA – only use for site will be equipment and material storage		
B = Total square footage of additional paved vehicular use areas over 50,000 SF x 0.5%	$B = 0.5\% \times 0 \text{ sf} = B \text{ SF}$	NA		
All Categories				
C = A+B Total square footage of landscaped islands	$C = A + B$ $C = xxx + xxx = xx \text{ SF}$	NA		
D = C/200 Number of canopy trees required	$D = C/200 \text{ trees}$ $xx/200 = xx \text{ Trees}$	0 trees	Yes	

Item	Required	Proposed	Meets Code	Comments
Perimeter Green space	1 Canopy tree per 35 lf - xx /35 = xx trees	0 trees	Yes	
Accessway perimeter	1 canopy tree per 35 lf on each side of road, less widths of access drives. (xx lf)/35 = xx trees	NA		
Parking land banked	NA	None		
Berms, Walls and ROW Planting Requirements				
Berms				
- All berms shall have a maximum slope of 33%. Gradual slopes are encouraged. Show 1ft. contours - Berm should be located on lot line except in conflict with utilities. - Berms should be constructed with 6" of topsoil.				
Residential Adjacent to Non-residential (Sec 5.5.3.A) & (LDM 1.a)				
Berm requirements (Zoning Sec 5.5.A)	NA – not adjacent to residential	None	Yes	
Planting requirements (LDM 1.a.)	LDM Novi Street Tree List	NA		
Adjacent to Public Rights-of-Way (Sec 5.5.B) and (LDM 1.b)				
Berm requirements (Zoning Sec 5.5.3.A.(5))	An undulating berm a minimum of 3 feet high with a 3 foot wide crest is required	0 trees - Line of junipers provided for screening along the Catherine Drive cul-de-sac	No	A Landscape deviation is required for this substitution. <i>It is supported by staff as the proposed landscaping will provide better screening than the ordinance requirements would provide.</i>
Cross-Section of Berms (LDM 2.j)				
Slope, height and width	- Label contour lines - Maximum 33% - Min. 3 feet flat horizontal area - Minimum 3 feet high - Constructed of loam with 6' top layer of topsoil.	No berm is proposed		
Type of Ground Cover		NA		
Setbacks from Utilities	Overhead utility lines and 15 ft. setback from edge of utility or 20 ft. setback from closest pole	NA		
Walls (LDM 2.k & Zoning Sec 5.5.3.vi)				
Material, height and	Freestanding walls	No wall is proposed		

Item	Required	Proposed	Meets Code	Comments
type of construction footing	should have brick or stone exterior with masonry or concrete interior			
Walls greater than 3 ½ ft. should be designed and sealed by an Engineer				
ROW Landscape Screening Requirements (Sec 5.5.3.B. ii)				
Greenbelt width (2)(3) (5)	Parking: 20 ft. No Pkg: 25 ft	40 ft	Yes	
Min. berm crest width	None	No	No	
Minimum berm height (9)	None	No	No	
3' wall	(4)(7)	No		
Canopy deciduous or large evergreen trees Notes (1) (10)	- No Pkg: 1 per 60 ft 139/60 = 2 trees	0 trees - Line of 38 junipers provided for screening	No	1. A landscape deviation is required for this substitution. 2. It is supported by staff to provide better screening from Catherine Drive.
Sub-canopy deciduous trees Notes (2)(10)	- No Pkg: 1 per y ft 139/40 = 4 trees	4 flowering crabapples are proposed in front of the line of junipers	Yes	
Canopy deciduous trees in area between sidewalk and curb (Novi Street Tree List)	- Parking & No Parking: 1 tree per 45 lf 139/45 = 3 trees	3 elm trees	Yes	
Non-Residential Zoning Sec 5.5.3.E.iii & LDM 1.d (2)				
Refer to Planting in ROW, building foundation landscape, parking lot landscaping and LDM				
Interior Street to Industrial subdivision (LDM 1.d.(2))	1 canopy deciduous or 1 large evergreen per 35 l.f. along ROW - No evergreen trees closer than 20 ft. 3 sub canopy trees per 40 l.f. of total linear frontage - Plant massing for 25% of ROW	Landscaping is satisfactory	Yes	See the landscape discussion above.
Screening of outdoor storage, loading/unloading (Zoning Sec. 3.14, 3.15, 4.55, 4.56, 5.5)		Double rows of large evergreens are proposed along all property borders except for greenbelt which is discussed above	Yes	
Transformers/Utility	A minimum of 2ft.	No	No	If any transformers are

Item	Required	Proposed	Meets Code	Comments
boxes (LDM 1.e from 1 through 5)	- separation between box and the plants - Ground cover below 4" is allowed up to pad. - No plant materials within 8 ft. from the doors			located outside of the storage area, please screen them with shrubs per the standard detail.
Building Foundation Landscape Requirements (Sec 5.5.3.D)				
Interior site landscaping SF	- Equals to entire perimeter of the building x 8 with a minimum width of 4 ft. - A: x lf x 8ft = x SF	NA		
Zoning Sec 5.5.3.D.ii. All items from (b) to (e)	If visible from public street a minimum of 60% of the exterior building perimeter should be covered in green space	NA		
Detention/Retention Basin Requirements (Sec. 5.5.3.E.iv)				
Planting requirements (Sec. 5.5.3.E.iv)	- Clusters of large native shrubs shall cover 70-75% of the basin rim area at 10 lf from permanent water level 10" to 14" tall grass along sides of basin - Refer to wetland for basin mix - Deciduous canopy tree 1/35 of east, south and west sides of pond at 10 feet from permanent water level	- It appears that at least 70% of the basin rims will be landscaped with large native shrubs or existing vegetation - Existing trees around the pond will meet the tree requirement	Yes	If the pond needs to be enlarged, add sufficient landscaping along the new edge to meet the requirement.
Phragmites and Japanese Knotweed Control (Sec 5.5.6.C)	- Any and all populations of Phragmites australis and/or Japanese Knotweed on site shall be included on tree survey. - Treat populations per MDEQ guidelines and requirements to eradicate the weed from the site.	A note indicates that no Phragmites or Knotweed was found on the site.	Yes	
LANDSCAPING NOTES, DETAILS AND GENERAL REQUIREMENTS				
Landscape Notes – Utilize City of Novi Standard Notes				
Installation date (LDM 2.I. & Zoning)	Provide intended date	Between Apr 15 and Nov 15.	Yes	

Item	Required	Proposed	Meets Code	Comments
Sec 5.5.5.B)				
Maintenance & Statement of intent (LDM 2.m & Zoning Sec 5.5.6)	• Include statement of intent to install and guarantee all materials for 2 years. • Include a minimum one cultivation in June, July and August for the 2-year warranty period.	Yes	Yes	
Plant source (LDM 2.n & LDM 3.a.(2))	Shall be northern nursery grown, No.1 grade.	Yes	Yes	
Irrigation plan (LDM 2.s.)	• A fully automatic irrigation system or a method of providing sufficient water for plant establishment and survival is required on Final Site Plans. • If irrigation won't be used, note how trees will get sufficient water for establishment and long-term survival	A note indicates that an automatic irrigation system will be used	Yes	1. <u>Please add irrigation plan or information as to how plants will be watered sufficiently for establishment and long- term survival.</u> 2. <u>If xeriscaping is used, please provide information about plantings included.</u>
Other information (LDM 2.u)	Required by Planning Commission	NA		
Establishment period (Zoning Sec 5.5.6.B)	2 yr. Guarantee	Yes	Yes	
Approval of substitutions. (Zoning Sec 5.5.5.E)	City must approve any substitutions in writing prior to installation.	Yes	Yes	
Plant List (LDM 4) – Include all cost estimates				
Quantities and sizes	Refer to LDM suggested plant list	Yes	Yes	
Root type		Yes	Yes	
Botanical and common names		• 8 of 16 species (50%) used are native to Michigan • Tree diversity does not meet the standard of LDM 4 • Picea glauca composes 33% of the trees	• Yes • No	1. A landscape deviation is required for the lack of tree diversity. 2. <i>It is supported by staff because the primary importance for the landscaping in this case is screening of the storage yard, and there are limited evergreen options available, especially those native to</i>

Item	Required	Proposed	Meets Code	Comments
				Michigan. What the applicant is proposing is acceptable.
Type and amount of lawn		Included in the plant list		
Cost estimate (LDM 2.f)	For all new plantings, mulch and sod as listed on the plan	Provided	Yes	Please change the standard cost for the ornamental trees to \$375.
Planting Details/Info (LDM 2.i) – Utilize City of Novi Standard Details				
Canopy Deciduous Tree	Refer to LDM for detail drawings	Yes	Yes	
Evergreen Tree		Yes	Yes	
Shrub		Yes	Yes	
Perennial/ Ground Cover		Yes	Yes	
Tree stakes and guys. (Wood stakes, fabric guys)		Yes	Yes	
Tree protection fencing	Located at Critical Root Zone (1' outside of dripline)	Indicated with a note on the landscape plan.	Yes	Please add the attached tree protection fence detail to the Grading or Demolition plan in the civil plans
Other Plant Material Requirements (LDM 3)				
General Conditions (LDM 3.a)	Plant materials shall not be planted within 4 ft. of property line	Yes	Yes	
Plant Materials & Existing Plant Material (LDM 3.b)	Clearly show trees to be removed and trees to be saved.	Yes	Yes	Please add a note to the Novi Road landscaping plan Sheet LP-3 that the existing tree on the north side of the south entrance will be removed. No replacements are required for that tree.
Landscape tree credit (LDM3.b.(d))	- Substitutions to landscape standards for preserved canopy trees outside woodlands/ wetlands should be approved by LA. - Refer to Landscape tree Credit Chart in LDM	No		
Plant Sizes for ROW,	• Size determined by	Yes	Yes	

Item	Required	Proposed	Meets Code	Comments
Woodland replacement and others (LDM 11)	use detailed in LDM Table 11.b.(2)a.i • Indicate on plant list			
Plant size credit (LDM3.c.(2))	NA	No		
Prohibited Plants (LDM 3.d)	No plants on City Invasive Species List	None used		
Recommended trees for planting under overhead utilities (LDM 3.e)	Label the distance from the overhead utilities			
Collected or Transplanted trees (LDM 3.f)		None		
Nonliving Durable Material: Mulch (LDM 4)	▪ Trees shall be mulched to 3" depth and shrubs, groundcovers to 2" depth ▪ Specify natural color, finely shredded hardwood bark mulch. Include in cost estimate. ▪ Refer to section for additional information	Yes	Yes	
NOTES: 1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards. 2. The section of the applicable ordinance or standard is indicated in parenthesis. For the landscape requirements, please see the Zoning Ordinance landscape section 5.5 and the Landscape Design Manual for the appropriate items under the applicable zoning classification. 3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.				

FIRE REVIEW



May 13, 2022

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
Christian Carroll - Plan Review Center
Madeleine Daniels - Plan Review Center
Ben Peacock - Planning Assistant

RE: MI CAT Catherine Dr. Access PRO

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Laura Marie Casey

Hugh Crawford

Justin Fischer

Brian Smith

Ericka Thomas

City Manager
Peter E. Auger

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
Jeffery R. Johnson

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
John B. Martin

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

cityofnovi.org

PSP# 22-0046

PSP# 21-0100

PSP# 21-0050

Project Description:

Add secondary access to MI CAT property off Catherine Industrial Dr.

Comments:

- When the property has limited frontage along external arterials, or topographic conditions on the external arterials reduce sight line distances so that a secondary access point cannot be established which will provide safe ingress and egress, the City shall require access roads for emergency vehicles, where feasible. A secondary access driveway shall be a minimum of twenty (20) feet in width and paved to provide all-weather access and shall be designed to support a vehicle of thirty-five (35) tons. Minimum easement width for secondary access driveways shall be twenty-five (25) feet. A permanent "break-away" gate shall be provided at the secondary access driveway's intersection with the public roadway in accordance with Figure VIII-K of the Design and Construction Standards. To discourage non-emergency vehicles, emergency access roads shall be designated by signage as for emergency access only, shall be separated from the other roadways by mountable curbs, and shall utilize entrance radii designed to permit emergency vehicles while discouraging non-emergency traffic. **(D.C.S. Sec 11-194 (a)(19))**
- **MUST** provide documentation on the gate for the secondary access drive.

Recommendation:

Approved with Conditions

Sincerely,

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

cc: file

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

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

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

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

Roll call vote on CM 22-08-101

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

Nays: None

Absent: Thomas

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

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

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

CM 22-08-102

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

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

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

Part A:

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

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

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

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

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

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

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

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

Part C: *This motion is made because:*

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

Roll call vote on CM 22-08-102

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

Nays: None

Absent: Thomas

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

CM 22-08-103

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

Approval to award the construction contract to Springline

**EXCERPT FROM JULY 13, 2022
PLANNING COMMISSION MEETING MINUTES**

City Planner McBeth gave a brief summary of the last Master Plan Steering Committee, held on June 29 at Lakeshore Park. The topics discussed were demographics, housing, and natural features and resiliency. An update was also provided on the Master Plan Survey that is currently out and will be open until the end of July. Individuals that live, own land, and/or work in the City are encouraged to take the survey. Staff has reached out to share the survey with 86 homeowners' association residents, 13 apartment and condominium communities, 3 retirement communities, several restaurants and stores, the Chamber of Commerce, and several locations listed on the City's webpage and Facebook page. This is all thanks to Rick Meader who worked diligently on contacting them. The next meeting is scheduled for August 3, and it will be held at the Novi Public Library.

CONSENT AGENDA - REMOVALS AND APPROVALS

1. JSP20-12 BECK NORTH UNIT 59

Approval of the request of Dembs Development, Inc. for the first one-year extension of the Preliminary Site Plan approval. The subject property is located south of Cartier Drive and west of Hudson Drive, in the Light Industrial (I-1) Zoning District. The applicant is proposing to construct a 31,617 square foot speculative building for use as an office and warehouse space. Approval of the Preliminary Site Plan was granted in August of 2020.

Motion made by Member Lynch and seconded by Member Avdoulos.

ROLL CALL VOTE TO APPROVE THE FIRST ONE-YEAR EXTENSION OF THE PRELIMINARY SITE PLAN FOR JSP20-12 BECK NORTH UNIT 59 MADE BY MEMBER LYNCH AND SECONDED BY MEMBER AVDOULOS.

Motion to approve the first one-year extension of the Preliminary Site Plan for JSP20-12 Beck North Unit 59. Motion carried 7-0.

PUBLIC HEARINGS

1. MICHIGAN CAT CATHERINE DRIVE ACCESS PARCEL JZ21-22 WITH REZONING 18.734

Public hearing at the request of Michigan CAT for Planning Commission's recommendation to City Council for a Zoning Map amendment from Light Industrial (I-1) to General Industrial (I-2) with a Planned Rezoning Overlay. The subject site is approximately 5.29 acres of a 32.39-acre property and is located on the east side of Novi Road and north of Catherine Industrial Drive (Section 23). The applicant is proposing to use the site for outdoor storage for construction equipment related to Michigan CAT's shore and pump operations.

Planner Carroll said this is a 5.29-acre site, which is part of the 32.39-acre MI CAT site, is located east of Novi Road and north of Catherine Industrial Drive. It is currently zoned I-1 General Industrial, and the applicant is proposing to rezone to I-2 General Industrial as part of a Planned Rezoning Overlay. The surrounding area is mostly zoned I-1. The nearest residential zoning is Emerson Park across Novi Road, which is zoned RM-2 with a PRO Agreement. The Future Land Use map indicates Industrial Research Development and Technology, which corresponds to the I-1 Zoning District for the property. The surrounding Future Land Use generally consists of Heavy Industrial to the east and northeast, which is more consistent with I-2 areas, and Industrial Research Development Technology to the north and south. The surrounding existing uses in the area consist of mostly industrial uses including an auto repair shop and the Michigan CAT Campus. The site does not contain any portion of regulated wetlands, but it does contain a portion of regulated woodlands which are noted in the packet.

Planner Carroll went on to say this item has gone through several revisions and was reviewed for eligibility by the Planning Commission on November 17, 2021 and City Council on January 10, 2022. Since the last review, the applicant has provided additional detail regarding some public

benefits being offered, including a proposed pedestrian plaza and historical marker on Novi Road. These amenities would be located near the existing flagpole. The applicant is proposing to use the site for the outdoor storage of construction equipment related to Michigan CAT's shore and pump operations. The site will be heavily screened by an 8-foot opaque chain link fence and landscaping along the west and south property lines, which will screen the equipment up to a minimum height of 11 feet; the equipment itself is proposed to be 10 feet tall. The site will not be paved with asphalt or concrete, but rather it will have asphalt millings as the surface material; this is noted in the packet, and it will require three deviations from the Design and Construction Standards. The site's stormwater will continue to drain to the rear of the property, and it will be accessed only from the current MI CAT site. The existing basin outlet structure and its outlet to the Rouge River need to be cleaned out and stabilized to meet ordinance requirements. The project engineer, Victor Boron, could speak on this matter more if there are questions.

Planner Carroll continued to say concerning the limiting conditions of the proposed PRO, the permitted use of the site would be limited to the outdoor storage of construction equipment related to shoring and pump operations, a 20-foot access aisle easement shall be provided across the length of the site for emergency access purposes, a six-foot clear path to the proposed pedestrian plaza shall be provided, and any additional items identified prior to finalizing the PRO Agreement. Other conditions of the approval would include the replacement of 74 woodland trees with 47 replacement credits, the preservation and maintenance of the existing drainageway, and a tentative completion date of 2023. In terms of proposed public benefits of the PRO, the applicant is proposing additional landscaping along Novi Road, a decorative breakaway gate on Catherine Industrial Access Drive, a historical marker with a pedestrian plaza commemorating the history of the site within the City of Novi, and any additional proposed benefits that the applicant offers throughout the process. There are 5 current deviations identified: 3 of these are related to the proposed asphalt millings, 1 is related to tree diversity requirements, and 1 is related to junipers in lieu of canopy/subcanopy trees. All these deviations are supported by staff.

Planner Carroll concluded by saying the Planning Commission is asked tonight to hold the public hearing and make a recommendation to City Council for approval or denial of the rezoning request. Representing the project tonight is Dan German with Granger Construction and others. Staff is available to answer any questions.

Chair Pehrson invited the applicant to address the Planning Commission.

Steve Deak, Landscape Architect for the project, said Rich Potosnak could not be here tonight. I am here with Dan German of Granger. We're here to answer any questions you have. We've worked diligently with staff over the last year to get the project to this point, and we believe staff has done an excellent job of guiding us through the process.

Chair Pehrson invited members of the audience who wished to participate in the public hearing to approach the podium. Seeing that nobody wished to speak, Chair Pehrson turned it over to Member Lynch for written correspondence.

Member Lynch said we received one piece of correspondence from Susan Hein, 42144 Ridge Road West in Meadowbrook Glens. She is concerned about the noise and constant beeping. She is also concerned that the expansion of the use on this site will make the noise worse.

Chair Pehrson closed the public hearing and turned it over the Planning Commission for consideration.

Member Lynch said Meadowbrook Glens seems to be quite a distance away from the site. It looks like staff has agreed to the deviations. I think it makes sense since the surrounding area is

industrial, and the site itself will basically serve as storage.

Member Becker said the deviations seem to be unique enough that we are well reasoned in permitting them.

Member Dismondy said I think it is consistent with the adjacent uses, and it seems to be a minor accommodation to allow them to expand their business.

Member Verma asked is the storage area where the construction equipment will be stacked going to be a paved parking lot, or will it be gravel?

Mr. Deak said as staff mentioned, it will be composed of asphalt millings.

Member Verma asked this will only be one story?

Mr. Deak said yes, there are height restrictions included. That is why the screening matches the height. It would be included in the PRO that MI CAT will not be allowed to store equipment such as cranes or anything over the 10-foot maximum.

Member Roney said, related to the correspondence we received concerning the noise, I don't see how that would be a significant issue given how far away Meadowbrook Glens is from the subject property. I also consider these deviations to be improvements to the site, so I am in favor of this.

Member Avdoulos said I do not believe this request would add to any more noise. This is an operation that has existed for quite some time.

Motion made by Member Avdoulos and seconded by Member Lynch.

In the matter of Michigan CAT Catherine Drive Access Parcel, with Zoning Map Amendment 18.734 motion to recommend approval to City Council to rezone the subject property from Light Industrial (I-1) to General Industrial (I-2) with a Planned Rezoning Overlay Concept Plan.

A. The recommendation includes the following ordinance deviations for consideration by the City Council:

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

- B. If the City Council approves the rezoning, the Planning Commission recommends the following conditions be made part of the PRO Agreement:
1. Developer shall develop the Land in accordance with all applicable laws, ordinances, and regulations, including all applicable setback requirements of the Zoning Ordinance under the Proposed Classification, except as expressly authorized herein, and all storm water and soil erosion requirements and measures throughout the site during the design and construction phases of the Development, and during the subsequent use of the Land as contemplated in this Agreement.
 2. The use of the site shall be limited to the outdoor storage of shoring and pump operation equipment as described in the developer's narrative.
 3. Developer offers a 20-foot-wide access aisle easement across the length of the proposed site as shown on the concept plan to allow for proper emergency access to the Michigan CAT site. This area shall be kept clear of equipment and signage shall be provided near the existing gate located on the site.
 4. Woodland tree removals during the project shall be approximately 74 trees, which shall require 47 woodland replacement credits. Any woodland replacement credits planted on-site shall be permanently protected via conservation easement or landscape easement. Any credits not planted on site will require a payment of \$400 per credit into the Novi Tree Fund.
 5. Any additional regulated woodland tree removals shall meet the requirements of the City of Novi Woodland Protection Ordinance and may be granted administratively up to 10 trees with proper justification. If additional regulated trees proposed for removal exceeds 10, Planning Commission approval must be granted.
 6. The existing drainageway on the east side of the site shall be preserved and shall be reviewed as part of the Preliminary Site Plan.
 7. The site shall be properly screened as indicated in the concept plan and shall be reviewed as part of the Preliminary Site Plan.
 8. Developer offers to install a Motor City Historical Marker commemorating Michigan CAT's history within the City of Novi as shown on the concept plan and shall be reviewed in detail with the Preliminary Site Plan Review for consistency with other historical marker signage and verbiage.
 9. Developer offers to install a pedestrian plaza with a bench and six-foot clear path access from the Novi Road sidewalk as shown on the concept plan.
 10. Developer offers to install a decorative breakaway emergency access gate near Catherine Industrial Drive as shown on the concept plan.
 11. Tentative completion date for the project shall be calendar year 2023.
- C. This motion is made because the proposed General Industrial (I-2) zoning district is a reasonable alternative and fulfills the intent of the Master Plan for Land Use, and because:
1. The proposed outdoor storage development would be in line with the intent of the 2016 Master Plan for the Heavy Industrial use.
 2. Growing an important Novi business (Michigan CAT) would complement the goals and objectives of the 2016 Master Plan.
 3. The proposed project will protect and maintain the City's woodlands, wetlands, and natural features as the drainageway to the east of the property (Walled Lake Branch of the Middle Rouge River Basin) will be preserved.
 4. The proposed project will ensure compatibility between residential and non-residential developments because the project proposes to increase the footprint of an industrial business while limiting the use of the site to outdoor storage of shoring and pump operation equipment with proper screening.

ROLL CALL VOTE TO RECOMMEND TO CITY COUNCIL THE APPROVAL OF THE PLANNED REZONING

OVERLAY REQUESTED FOR JJ21-22 MI CAT CATHERINE DRIVE ACCESS PARCEL MADE BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH.

Motion to recommend to City Council the PRO requested for JJ21-22 MI CAT Catherine Drive Access Parcel. Motion carried 7-0.

2. JSP21-27 SHELTER BAY ANIMAL HOSPITAL

Public Hearing at the request of Other Work, LLC, for approval of the Special Land Use and Preliminary Site Plan. The subject property is approximately 3.15 acres and is located south of Twelve Mile Road and west of Haggerty Road in the B-3, General Business, Zoning District. A use agreement was recently amended to allow this site to be considered for use as a veterinary clinic, veterinary hospital, and catering kitchen. The applicant is proposing to renovate the interior of a former Ruby Tuesday restaurant and some minor exterior site renovations including parking lot restriping, the addition of end islands, and the designation of an outdoor area for animals.

Planner Carroll said 3.15-acre site is located south of Twelve Mile Road and west of Haggerty Road. It was formerly used as a Ruby Tuesday restaurant. The site is located near a BP Gas Station to the east and a Holiday Inn to the west. It is zoned B-3 General Business and is subject to a Use Agreement that was recently approved to be amended by City Council on May 23, 2022. Nearby properties are zoned B-3, B-2, and OST. The Future Land Use for the site indicates Community Commercial, which is consistent with the B-2 and B-3 Zoning District Standards. The recently approved Amendment to the Use Agreement allows the proposed uses – a catering kitchen and animal hospital – to be allowable uses for this specific site. The subject site does not contain any regulated woodlands or wetlands.

Planner Carroll went on to say as indicated on the site plan, the applicant is proposing to renovate a former Ruby Tuesday restaurant for a veterinary hospital/clinic and ghost/catering kitchen. Minor improvements are proposed to the exterior including extensive interior renovations, parking lot restriping, the addition of parking end islands, and the designation of an outdoor area for animals. Most of the work will be contained to inside of the building. As part of this request, the Planning Commission is asked to determine whether a catering/ghost kitchen is compatible with the B-3 (General Business) Zoning District as a Special Land Use. Staff feels the use is generally consistent with a carry-out restaurant, which is a Special Land Use in the B-3 District. The applicant has indicated that this catering facility would only be for larger meals and delivery – there would not be any customers ordering or picking up food on the site. Both a veterinary hospital and catering kitchen would be considered special land uses and relative to other feasible uses of the site, staff feels the proposed uses:

- will not have a detrimental impact on existing throughfares in terms of volume and safety
- will not have a detrimental impact on public services or facilities
- are compatible with natural features of the City
- are compatible with the adjacent uses of land
- are consistent with the goals of the Master Plan
- are in harmony with the design regulations of the zoning district

In addition, there is 22-foot-wide access aisle along the north side of the building, which is a bit smaller than the typical size, so there is a condition in the motion that states that shall not be reduced below 22 feet as it provides important emergency vehicle access to the site. All other outstanding issues have been asked to be addressed on the Final Site Plan if this were to be approved by the Planning Commission.

Planner Carroll concluded by saying the Planning Commission is asked tonight to hold the public hearing and approve or deny the Special Land Use and Preliminary Site Plan for Shelter Bay Animal Hospital. Laura Walker, the applicant's architect, is here representing the project tonight.

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

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

Roll call vote on CM 22-01-006

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

Nays: None

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

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

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

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

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

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

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

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

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

Roll call vote on CM 22-01-007

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

**EXCERPT FROM NOVEMBER 17, 2021
PLANNING COMMISSION MEETING MINUTES**

1. NOVI CORPORATE CAMPUS PARCEL 1, JSP18-43

Approval of the request of Dembs Development, LLC, for the second one-year extension of the Preliminary Site Plan approval. The subject property is located north of Twelve Mile Road, east of West Park Drive in the I-1 Light Industrial zoning district. The applicant is proposing a 93,320 square foot industrial spec building on the 6.6 acre parcel. Planning Commission approved the Preliminary Site Plan in November of 2018.

Moved by Member Verma and seconded by Member Roney.

ROLL CALL VOTE TO APPROVE THE ONE-YEAR PRELIMINARY SITE PLAN EXTENSION FOR JSP18-43 NOVI CORPORATE CAMPUS PARCEL 1 MADE BY MEMBER VERMA AND SECONDED BY MEMBER RONEY.

Motion to approve the second one-year extension of the Preliminary Site Plan approval for JSP18-43 Novi Corporate Campus Parcel 1. *Motion carried 5-0.*

PUBLIC HEARINGS

1. MICHIGAN CAT CATHERINE DRIVE ACCESS PARCEL JZ21-22 WITH REZONING 18.734

Public hearing at the request of Michigan CAT for initial submittal and eligibility discussion for a Zoning Map amendment from Light Industrial (I-1) to General Industrial (I-2) with a Planned Rezoning Overlay. The subject site is approximately 5.29 acres of a 32.39 acre property and is located on the east side of Novi Road and north of Catherine Industrial Drive (Section 23). The applicant is proposing to use the site for outdoor storage for construction equipment related to Michigan CAT's shore and pump operations.

Planner Carroll said this is a 5.29-acre portion of the entire MI CAT site. It was recently combined within the last year to make this possible. It is currently zoned I-1 General Industrial, and the applicant is proposing to rezone to I-2 Heavy Industrial as part of the PRO. The surrounding area is zoned I-1 with the nearest residential zoning being Emerson Park across Novi Road, which is RM-2 with a PRO Agreement. The Future Land Use map indicates Industrial Research Development Technology which corresponds to the I-1 Zoning District for the property. The surrounding Future Land Use consists of Heavy Industrial to the east and northeast, which is consistent with I-2. The surrounding existing uses in the area consist of mostly industrial uses including an auto repair shop and the Michigan CAT Campus. The subject property does not contain any regulated wetlands or woodlands. In terms of natural features, there are some that abut the property, but the site itself does not contain any regulated wetlands or woodlands.

Planner Carroll continued by saying to preface before I get into the site details, this item went before the Master Planning and Zoning Committee on August 25, 2021. The applicant then revised the plan based on comments received from that meeting. Some changes include the addition of landscaping along Novi Road, the addition of a decorative breakaway gate, and the addition of a historical marker commemorating MI CAT's history within the City of Novi. The applicant is proposing to use the site for the outdoor storage of construction equipment related to Michigan CAT's shore and pump operations. The site will be heavily screened by an 8-foot opaque chain link fence and landscaping along the west and south property lines. The site will not be paved with asphalt or concrete, but rather it will have asphalt millings as the surface material. The site's stormwater will continue to drain to the

rear of the property and will be accessed only from Novi Road, so access from Catherine Industrial Drive will be for emergency purposes only.

Planner Carroll followed up by saying as for the limiting conditions of the proposed PRO, the permitted use of the site would be limited to the outdoor storage of construction equipment related to shoring and pump operations and a 20-foot access aisle easement is provided across the length of the site. No permanent structures shall be constructed on the site, no signage shall be permitted on this portion of the site, and any additional items identified throughout the process. In terms of the proposed public benefits of the PRO, the applicant is proposing additional landscaping along Novi Road, a decorative breakaway gate on Catherine Industrial Access Drive, a historical marker commemorating the history of the site within the City of Novi in a to be determined location, and any additional proposed benefits that the applicant offers throughout the process. The applicant is currently seeking 5 deviations. Three of them are in relation to the proposed asphalt millings, one is in relation to tree diversity requirements, and one is in relation to the use of junipers in lieu of canopy or subcanopy trees. They are all supported by staff.

Planner Carroll concluded by saying in the provided packet, there is a section of 12 items pulled from the new PRO ordinance that give examples of the changes brought about by the new ordinance; it is titled Types of More Strict or Limiting PRO Conditions. Staff has provided references and notes regarding the eligibility of the project in relation to these examples. The Planning Commission is asked tonight to offer comments on whether the conditions and benefits of the proposed project meet the PRO standards as identified in the provided packet. There is no motion necessary. Representing the project tonight are Rich Potosnak, Paul Furtaw, and Steve Deak. Staff is available to answer any questions.

Chair Pehrson asked the applicant if they wanted to approach the Commission. They did not have anything further to add. Chair Pehrson then opened the public hearing and invited any members of the audience who wished to participate in the public hearing to approach the Commission. Seeing that nobody wished to speak, Chair Pehrson closed the public hearing and turned it over to the Planning Commission for consideration.

Member Verma asked if there was a screening fence anywhere in the area.

Planner Carroll displayed the location on the map on the screen and said it is behind the landscaping.

Member Verma asked is this along Novi Road?

Planner Carroll said no, there is nothing being proposed along Novi Road other than the addition of landscaping.

Member Verma asked which area is in front of the fence?

Planner Carroll said the southern portion of the property is the area in question, where the project is being proposed. The screening fence is proposed to go down to the pond area.

Member Becker had several questions for the applicant and requested they approach the podium.

Member Becker said in your letter dated August 13, you said that the associated items on

the site would be limited in height so that the height of these items would not exceed the height of the fence that will be constructed as part of the proposed development. Just so I am clear, the fence you are referring to is the fence indicated on the south and west side?

Applicant Rich Potosnak replied yes.

Member Becker said then I read that it will be chain-link but opaque?

Mr. Potosnak said it will have a fabric mesh on it, and then we will have the dense landscaping in front of the fence.

Member Becker asked so, therefore, no piece of equipment or material will be stored over 8 feet high in any configuration when it is not in use?

Mr. Potosnak said sort of. The one thing you should understand is, elevation-wise, from the cul-de-sac on Catherine Industrial Drive going north, the site elevation goes down. Depending on where you are, the stack of pallets could be 10 feet tall, but the elevation was established based on the perimeter.

Member Becker said perfect. You have also indicated that average daily traffic generated by just the shoring and pump operations during the peak season would be about 20 trucks per day. Any truck going in is probably going to come out, so does 20 trucks per day mean 20 trucks in and 20 trucks out?

Mr. Potosnak said it would be 10 trucks in and 10 trucks out.

Member Becker asked these would be mostly full-length flatbed trucks, or stake trucks, or something else?

Mr. Potosnak said it would be a combination of different trucks.

Member Becker asked would you anticipate that inbound trucks would use the northern most entrance by the traffic light that also regulates the post office, or would they use the entrance that is further south?

Mr. Potosnak said I think that would depend on which direction the truck is coming from. If the truck is coming from the north, it will probably use the northern entrance.

Member Becker clarified by asking whether either entrance could be used?

Mr. Potosnak said yes.

Member Becker said the reason for my questions was I was thinking about very long trucks in the left turn only lane on southbound Novi Road stacking up. While they may be spread out, I was happy to hear that it would not be 40 trucks passages per day; it's 20. You've addressed all my concerns.

Member Dismondy said I had one question about zoning that I had answered earlier, so I am all set.

Member Roney had no further comments.

Chair Pehrson asked if a motion was needed.

City Planner McBeth said no motion is needed, but on the second page of the motion sheet, the chart begins. It addresses the ordinance standards and has some of staff's comments as to whether the applicant's request meets those standards. Our thought was for the Commission to not make a motion, but rather to provide some input or say whether the Commission agrees with the parameters of the project. For example, the first item on the chart gives examples that are more strict or limiting. The applicant is also proposing a historical marker feature that could potentially demonstrate the partnership between MI CAT and the City of Novi over the years. That could be something considered a benefit.

Member Becker said I think if you look at what could go on that lot with it being zoned I-1 versus Michigan CAT obtaining the rest of the space for storage, that could be considered a benefit and is more strict or limiting than we would typically expect. I'm not sure how many people go down Catherine Industrial Drive, but it is going to look a lot nicer once they install the screening and landscaping they've proposed. I think they've done an outstanding job of concealing what could be an ugly sight.

Member Dismondy said I also think a benefit would be that you are increasing your business and your presence in Novi as a result. You're also being flexible with a piece of land that you already own.

Applicant Potosnak said we already own it, and, quite frankly, we don't utilize enough of it.

Member Dismondy said in my opinion, it isn't a big request.

Chair Pehrson said from my standpoint, I find the comments from staff on pages 2 and 3 of the packet to be accurate, and I would like to see this move forward to City Council as well.

Since no motion was necessary, Chair Pehrson closed the discussion on this item.

2. NOVI MEDICAL BUILDING (AKA MAPLES OF NOVI TENNIS COURTS) JSP21-33

Public Hearing at the request of AJSS Property, LLC for a request to amend the Planned Unit Development (PUD) Agreement & Area Plan for the Maples of Novi. The subject property contains 0.42 acres and is located in Section 2, east of Novi Road and south of Fourteen Mile Road. The applicant is proposing to remove the existing tennis courts on the site and construct a 2,558 square foot medical office.

Planner Carroll said this is a 0.42-acre site is located south of Fourteen Mile Road and east of Novi Road. It was formerly used as a tennis court, but it has not been used as a tennis court for some time now. The site is located near a bank and a shopping center to the north, an assisted living facility and single-family residential to the west, the golf course maintenance building to the south, and single-family residential to the east. It is zoned RA, and it is part of the Planned Unit Development for the Maples of Novi, which is similar to the surrounding area. Across the street is property zoned RM-1, Low Density Multi-Family, and R-4, Single-Family Residential. The Future Land Use for the site indicates Local Commercial, which is consistent with the B-1 Zoning District Standards and the uses to the north of the property. The subject site does not contain any regulated woodlands or wetlands.

Planner Carroll continued saying as indicated on the site plan, the applicant is proposing

APPLICANT RESPONSE LETTER



June 15, 2022

Mr. Dan German
Granger
6267 North Aurelius Road
Lansing, MI 48911-4230

RE: MI CAT Catherine Access Parcel – JZ21-22
Response to Plan Review Comments from Planning and Engineering

Dear Dan,

We have received the Plan Review comments for the MI CAT Catherine Access Parcel dated May 23, 2022. Responses to comments are provided below:

PLANNING REVIEW MEMO DATED MAY 23, 2022:

- **REVIEW CONCERNS:**

3. Decorative Breakaway Gate: A detail and elevation view of the breakaway gate will be included as part of the Site Plans.
4. Economic Impact Information: Information describing the estimated cost of construction for the project is included herein.
5. Historical Marker & Bench: A six foot clear patch access to the plaza from Novi Road sidewalk will be included as part of the Site Plans.
6. Asphalt Millings (DCS): The applicant acknowledges variances to allow for the use of millings and to allow for the omission of curb and gutter and parking lot striping will be required, and hereby restates the request that these items be considered as part of the PRO.
7. Emergency Access Drive: The Applicant acknowledges the items requested concerning the emergency access drive and agrees to provide these items; however, please note that the drive will be paved with milling materials, similar to the rest of the lot. This paved-milling surface will be able to support 35 tons. Additional details will be included as part of the Site Plans.

- **MAJOR CONDITIONS OF PLANNED REZONING OVERLAY AGREEMENT**

2. Access Aisle Easement: The Applicant acknowledges that the access aisle shall be kept clear of equipment and that appropriate signage will be provided.
3. Historical Marker & Plaza: A six foot clear patch access to the plaza from Novi Road sidewalk will be included as part of the Site Plans.

**ENGINEERING REVIEW MEMO DATED MAY 20, 2022:**

As noted in the memo, the Applicant affirms that additional information will be provided as part of detailed design review. In the meantime, please note the following:

- **Storm Water Management Plan**
 5. The Applicant acknowledges that detention tapping fees will be required.
 6. The Applicant acknowledges that detention volumes will need to be recalculated in the event that the site is ever paved.
 7. The Applicant acknowledges that supporting documentation must be provided to justify a “C” factor used for calculating runoff from the millings surface.
 8. The Applicant acknowledges that items related to the existing basin outlet must be addressed on the final plans, including the following:
 - a. The existing outlet structure must be cleaned.
 - b. The outlet pipe must be exposed and cleaned.
 - c. Existing grading from the outlet structure to the Rouge River must be included on the Grading Plan(s).
 - d. The area between the outlet structure and the Rouge River must be stabilized.
 - e. Proposed vegetation shown to be located immediately around the outlet structure are to be moved outside of the riprap area.
- **Paving and Grading:**
 10. The Applicant acknowledges that Design and Construction Waivers are required and further hereby requests that consideration of these waivers be included as part of the requested PRO.
- **Additional Information Required:**
 - Additional items listed (include comments 31 through 48) are required to be submitted as part of Final Plan Review, as part of the Stamping Set, or in advance of construction. Additional information related to these comments will be provided at the appropriate time.

LANDSCAPING REVIEW MEMO DATED MAY 11, 2022:

- **Ordinance Considerations**
 3. The Applicant agrees to consider the request to plant woodland replacement trees to the greatest extent possible.
- **Adjacent to Public Rights-of-Way**
 3. The Applicant agrees to consider the request to plant additional shrubs or subcanopy trees to help soften the view of the heavy equipment.
 4. A six foot clear patch access to the plaza from Novi Road sidewalk will be include as part of the Site Plans.
- **Storm Basin Landscape**
 3. The Applicant agrees to review the plantings around the basin in consideration of the suggested alternate plant species. Additional information will be provided as part of the Site Plans.



Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Furtaw'. The signature is fluid and cursive, with a large initial 'P' and 'F'.

Paul Furtaw, PE

BERGMANN

Enclosures



March 30, 2022

Mr. Christian Carroll, Planner
City of Novi Planning Department
45175 W. Ten Mile Road
Novi, Michigan 48375

Re: **JZ21-22 MI CAT Catherine Access Parcel – Landscape**

Dear Mr. Carroll:

We have received your January 13th email following the City Council PRO Concept Plan for the MI CAT Catherine Access Parcel PRO acceptance. Our responses to your email comments are listed below:

LANDSCAPE ITEMS:

1. The plaza area is shown on sheet LP-4. The plaza includes the existing pavers, flag pole, proposed historical sign, bench and new plantings.
2. Final historical sign graphics and shop drawings will be submitted to the city for review and acceptance prior to installation.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Deak", with a stylized flourish at the end.

Steve Deak, RLA, LEED AP
Deak Planning + Design, LLC