



CITY of NOVI CITY COUNCIL

Agenda Item K
January 26, 2015

SUBJECT: Approval to award professional services contract to Clearzoning, Inc. for a planning area study of the property east of Novi Road and south of Thirteen Mile Road, in the approximate amount of \$16,000, and to amend the budget in the amount of \$16,000.

SUBMITTING DEPARTMENT: Community Development, Planning *Bull*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$16,000
AMOUNT BUDGETED	\$0
APPROPRIATION REQUIRED	\$16,000
LINE ITEM NUMBER	101-807.00-816.000

BACKGROUND INFORMATION:

The Planning Division has received a conceptual plan for "Manchester", a 189-unit multiple-family residential community in 24 two-story buildings, proposed for 21 acres of vacant land on the east side of Novi Road, south of Thirteen Mile Road (see attached location map). The applicant is seeking to amend the 2002 Consent Judgment governing the property to change from the permitted commercial land uses to multiple-family uses. The applicant asserts that the allowance for commercial land uses on this site no longer makes sense, and that the proposed residential development would be an upgrade from what has been anticipated.

The property is zoned RA, Residential Acreage, but had initially been a part of the Vistas Planned Unit Development (PUD). The Vistas PUD allowed the variety of land uses and lot sizes that have developed on properties to the east, west and south of the subject property. The Vistas PUD Phasing Plan planned the following for the subject property:

- North part of the site would be developed with "Vistas Village Square", Phase 12, a 44,000 square foot "Village Center Commercial",
- South part of the site would be developed with "Princeton Place", Phase 11, property a 20,000 square foot "Village Center Commercial" and a "Park Preserve Area", and
- 13 Mile Road frontage would be developed as Phase 13, a 6000 square foot "Village Center Commercial"

Under the subsequent 2002 Sandstone Consent Judgment, the total amount of possible square footage for commercial use was increased to 170,000.

Master Plan for Land Use

The attached existing Future Land Use Map (adopted August 25, 2010) of the City of Novi Master Plan for Land Use 2010 designates this site as Local Commercial for the north part of the site, and PUD, Planned Unit Development for the south part of the site (south of a

line drawn parallel to Brownstone Drive to the east). The properties south and east of the site are also planned for PUD, Planned Unit Development. To the west, across Novi Road, the Master Plan recommends Local Commercial and PUD. To the north, across Thirteen Mile Road, the plan recommends Multiple Family uses.

Land Use Study Recommended

Planning staff understands that the City Council discussed the request for a modification to the Consent Judgment in closed session. The Master Plan for Land Use recommendations for the property should be reviewed in detail before a decision is made regarding the proposed change to the Consent Judgment.

In order to expedite the review process, staff recommends that a land use study be conducted over the next few months, ahead of the comprehensive City-wide Master Plan for Land Use review expected to take place in 2015. Staff received a work proposal and quote from Rod Arroyo at Clearzoning, the city's long-term traffic and planning consultant, which will allow a comprehensive and targeted review of the subject property, surrounding area, and general market conditions.

The land use study includes the following:

- a. Background Research – prepare analysis and observations of existing land use, current master plan designation, other similar commercial areas, other multiple-family areas, demographic trends and conditions, traffic conditions, and market influences. This element will also include mapping of pertinent data and market information.
- b. Public Input – Conduct an open house for interested persons to review and comment on background information, the approved PUD plan, proposed development plans, and other related information.
- c. Prepare a land use plan recommendation for the study area based upon input from city staff, Planning Commission members, the public, and other interested stakeholders, as well as findings related to the analysis of information collected as part the planning project.
- d. This scope includes five meetings at the city:
 - 1) Kickoff meeting with staff,
 - 2) Two work sessions with the Master Plan Committee of the Planning Commission,
 - 3) One open house, and
 - 4) A meeting with the Planning Commission.

The intent is to complete the work within five months. Staff anticipates that the recommendations that will be provided as a result of the land use study will be useful not only in recommending land uses for the subject property, and the immediate request to consider amending the Consent Judgment to allow a multiple family use on the property, but also in the updated recommendations of the comprehensive, city-wide Master Plan for Land Use update as it is reviewed in 2015.

RECOMMENDED ACTION: Approval to award professional services contract to Clearzoning, Inc. for a planning area study of the property east of Novi Road and south of Thirteen Mile Road, in the approximate amount of \$16,000, and to amend the budget in the amount of \$16,000.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

**MANCHESTER
NATURAL FEATURES**

Manchester

Natural Features

13 Mile Rd.

Novi Rd.





Subject Property

Map Author: Kristen Kapelanski
Date: 9-16-14
Project: Manchester Concept Plan
Version #: 1.0

MAP INTERPRETATION NOTICE

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

Map Legend

-  Subject Property
-  Pond/Lake
-  Wetlands
-  Woodlands



City of Novi

Planning Division
Community Development
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org



**MANCHESTER
FUTURE LAND USE MAP**

Manchester

Future Land Use

13 Mile Rd.

Novi Rd.

Subject Property

Map Author: Kristen Kapelanski
 Date: 9-16-14
 Project: Manchester Concept Plan
 Version # 1.0

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Map Legend

-  Subject Property
-  Single Family
-  PUD
-  Multiple Family
-  Mobile Home Park
-  Local Commercial
-  Private Park



City of Novi

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 Novi, MI 48375
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**MANCHESTER
ZONING MAP**

Manchester

Zoning

13-Mile-Rd.

Novi-Rd.






Subject Property

Map Author: Kristen Kapelanski
 Date: 9-16-14
 Project: Manchester Concept Plan
 Version #: 1.0

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

Map Legend

-  Subject Property
-  R-A: Residential Acreage
-  R-4: One-Family Residential District
-  RM-1: Low-Density Multiple Family
-  MH: Mobile Home District



City of Novi

Planning Division
 Community Development
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org



CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Clearzoning, Inc., whose address is 28021 Southfield Road, Lathrup Village, MI 48076, (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Schedule A (the "work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence immediately upon execution by both parties, and performance of the work shall be completed according to the timing set forth as part of Schedule A. The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- C. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.

- D. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.
- E. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.
- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: Independent Contractor Relationship.

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
- B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's

authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.

- C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

Article VII: Information.

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

Article VIII: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the

Client, the City, other consultants and/or other public sources.

Article IX: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Peter Auger and City Clerk Maryanne Cornelius
Consultant: Rod Arroyo, President
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

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

WITNESS/DATES OF SIGNATURE:

Date: _____

Date: _____

WITNESS:

Date: _____

872363

City of Novi ("Client"):

By: _____
Robert J. Gatt, Its Mayor

By: _____
Maryanne Cornelius, Its Clerk

Clearzoning, Inc. ("Consultant"):

By: _____
Rod Arroyo, Its President

SCHEDULE A

Proposal

Novi Road / 13 Mile Planning Area Study

Scope of Services

1. The study area includes the land area designated for commercial development in the Vistas of Novi / Sandstone PUD, located east of Novi Road and south of Thirteen Mile Road.
2. A proposal has been made to use a significant portion of the commercial area for multiple-family development.
3. The City desires to review the approved designation of the subject property in light of the new development proposal.
4. The work scope includes:
 - a. Background Research – prepare analysis and observations of existing land use, current master plan designation, other similar commercial areas, other multiple-family areas, demographic trends and conditions, traffic conditions, and market influences. This element will also include mapping of pertinent data and market information.
 - b. Public Input – Conduct an open house to provide an opportunity for interested persons to review and comment upon background research, the approved PUD plan, proposed development plans, and other related information.
 - c. Prepare a land use plan recommendation for the study area based upon input from city staff, Planning Commission members, the public, and other interested stakeholders, as well as findings related to the analysis of information collected as part the planning project.
 - d. This scope includes five meetings at the city: 1) kickoff with staff, 2) two work sessions the Master Plan committee of the Planning Commission, 3) one open house, and 4) a meeting with the Planning Commission.
5. The cost of services is based on approximately 160 hours of staff time at a blended rate of \$100 per hour. The total professional fee shall be \$16,000, billed in four equal monthly installments of \$4,000.00. Expenses related to printing, including reports and maps, will be billed at cost.
6. The estimated time for completion of the draft is 4-5 months.
7. The project will be directed by Clearzoning, Inc. President Rod Arroyo, AICP.

**MANCHESTER
DEVELOPMENT PROPOSAL**



site plan concept for:
"Manchester"
 a planned multi-family residential community
 City of Novi, Michigan

note:
 preliminary site plan for informational purposes only and is not intended to be used for any other purpose without the approval of the City of Novi.

Legend

Total Acres	21.039
Total Units	189
Open Space	1.37 ac

Typical 8 Unit Building (23 Buildings)
(1) average building + attached porch and car garage width

- (1) Unit 101 - 2br 2b w/ 2 car garage ± 1276 sq ft
- (2) Unit 102 - 2br 2b w/ 2 car garage ± 1251 sq ft
- (1) Unit 201 - 2br 2b/Den or 3br 2b w/ 2 car garage ± 1502 sq ft
- (2) Unit 202 - 2br/Den or 3br 2b w/ 2 car garage ± 1507 sq ft
- (2) Unit 203 - 2br 2b w/ 2 car garage ± 1421 sq ft

Typical 5 Unit Building (1 Building)
(1) average building + attached porch and car garage width

- (1) Unit 101 - 2br 2b w/ 2 car garage ± 1278 sq ft
- (1) Unit 102 - 2br 2b w/ 2 car garage ± 1251 sq ft
- (1) Unit 201 - 2br 2b/Den or 3br 2b w/ 2 car garage ± 1502 sq ft
- (1) Unit 202 - 2br/Den or 3br 2b w/ 2 car garage ± 1507 sq ft
- (1) Unit 203 - 2br 2b w/ 2 car garage ± 1421 sq ft

Parking Total 671

- Garage - 189 x 2 garage per unit = 378
- Apron = 222
- Open = 39
- Street = 32

FPA
 COMMUNITY PLANNING AND
 DEVELOPMENT
 Community Land Planning and
 related Landscape Architecture
 2111 Oakland Lakes Road, Suite G
 Farmington Hills, Michigan 48334
 ph. (248) 557-5566
 fax. (248) 557-5416

client
**MANCHESTER 13 MILE
 ROAD, LLC**
 40000 Garfield Road,
 Suite 1A
 Clinton Township, Michigan
 48188
 ph. (248) 770-3677

project
Manchester

project location
City of Novi, Michigan
 13-Mile Road & Novi
 Road

sheet title
site plan presentation

job no. / issue / revision date
 131300112 / Rev. 1-15-2013
 131300112 / Rev. 2-15-2013

drawn by
 JP, CZ, JT
 checked by
 FP
 date
 1-24-2013

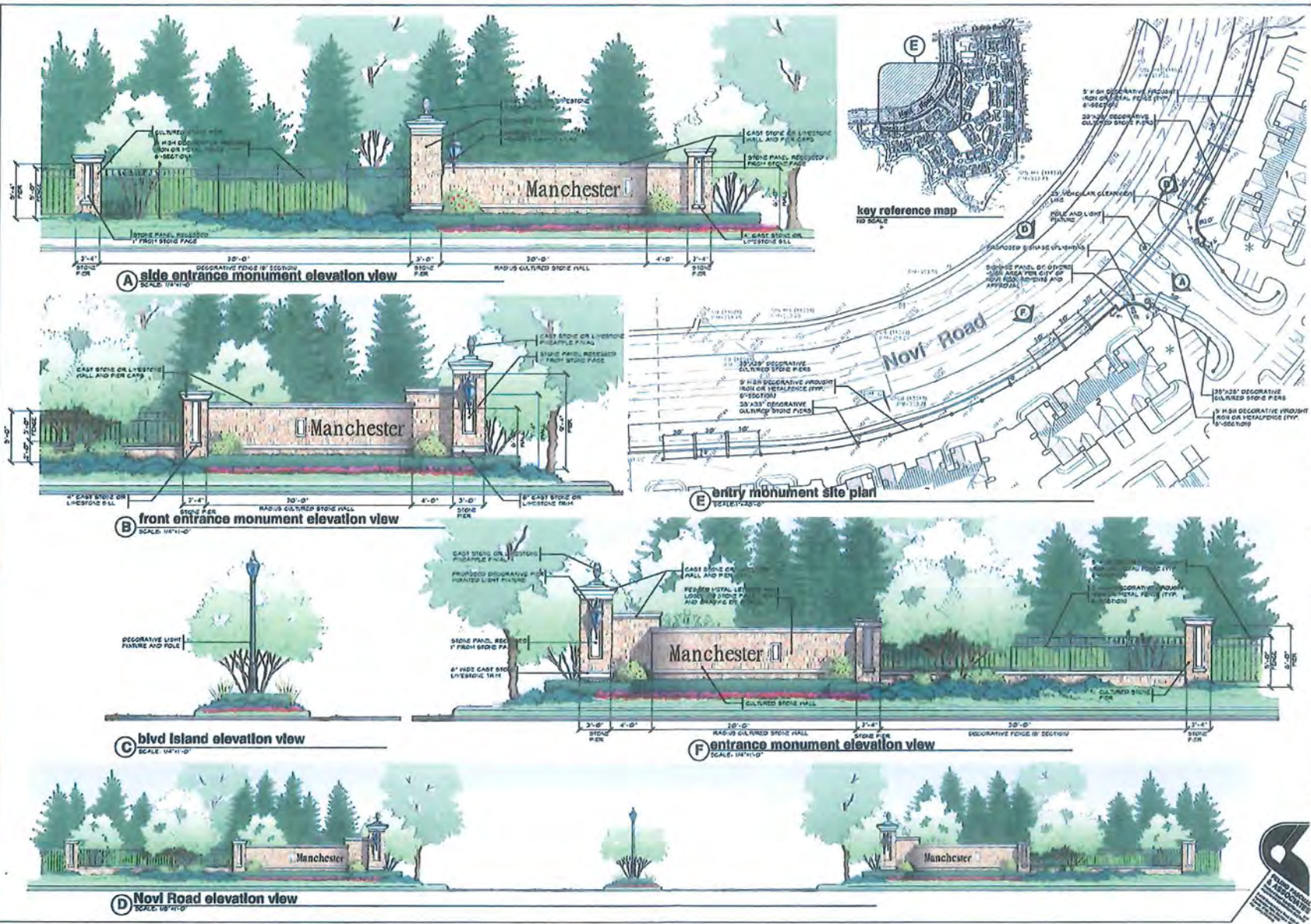
project
 City of Novi
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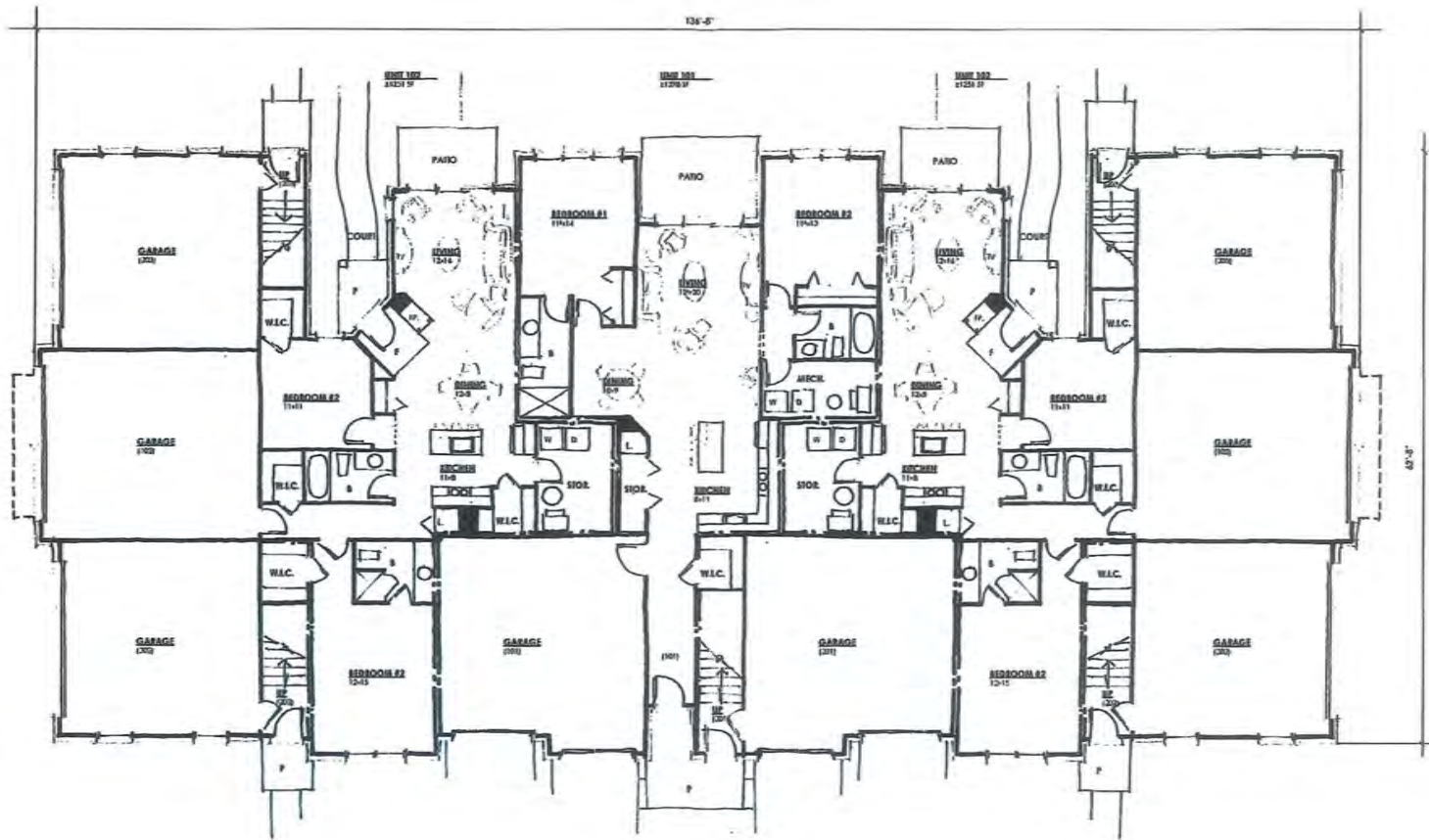
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NOVI ROAD
 13 MILE ROAD
 13 MILE ROAD



PROPOSED FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"

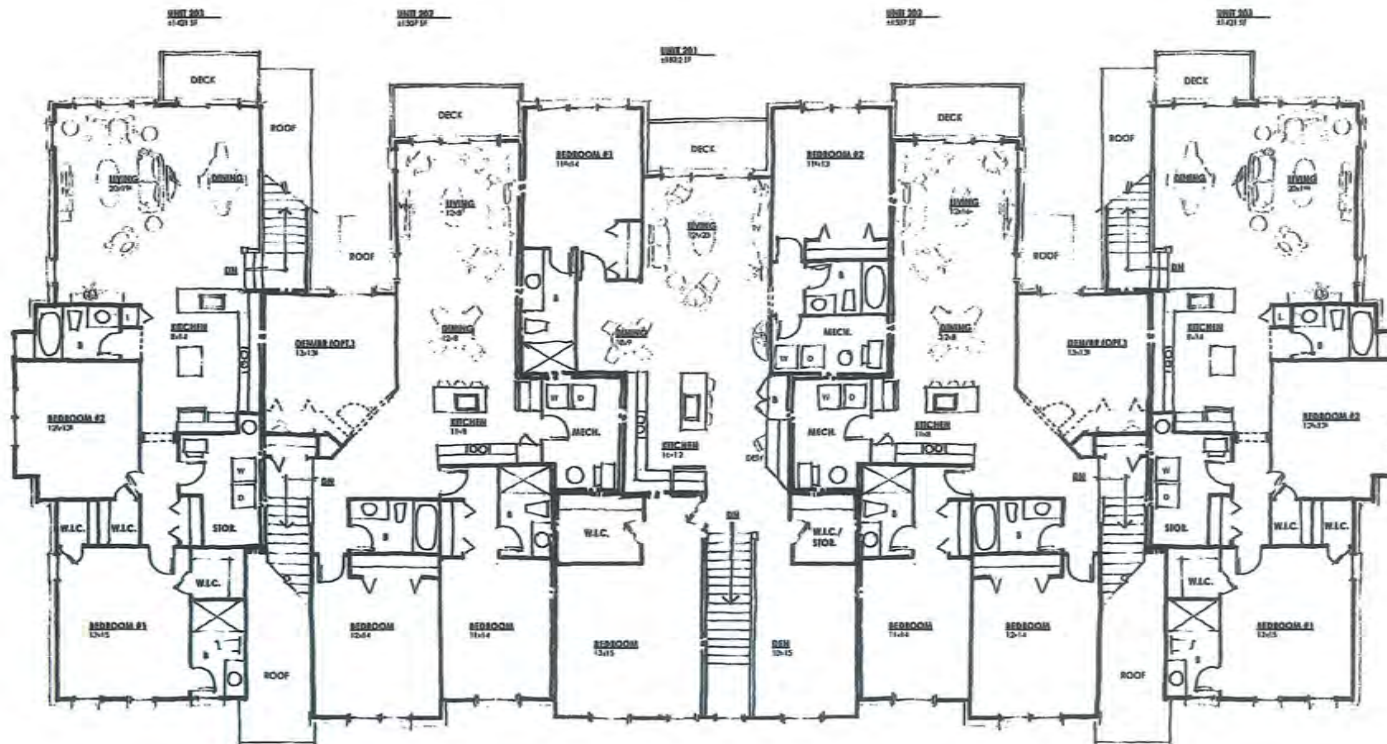
MANCHESTER
NOVI, MI

MANCHESTER 13 MILE RD LLC
02.17.14

Alexander V. Bogaerts + Associates, P.C.
Architecture • Planning • Interior Design
2445 Franklin Road
Bloomfield Hills, MI 48302
248-334-5000



02014



PROPOSED SECOND FLOOR PLAN

SCALE: 3/16" = 1'-0"

MANCHESTER
NOVI, MI

MANCHESTER 13 MILE RD LLC
02.17.14

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248-334-5000



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PROPOSED LEFT SIDE ELEVATION - BLDG A
RIGHT SIDE OPP. HAND

SCALE 1/8" = 1'-0"



PROPOSED REAR ELEVATION - BLDG A

SCALE 1/8" = 1'-0"



PROPOSED FRONT ELEVATION - BLDG A

SCALE 1/8" = 1'-0"

- ASPHALT SHINGLES
- HORIZONTAL VINYL SIDING (HEAVY GAUGE)
- BRICK

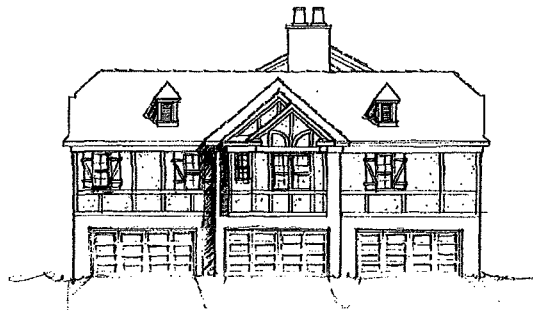
MANCHESTER
NOVI, MI

MANCHESTER 13 MILE RD LLC
02.17.14

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Architecture • Planning • Interior Design
2445 Franklin Road
Bloomfield Hills, MI 48302
248-334-5000



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PROPOSED LEFT SIDE ELEVATION - BLDG B
RIGHT SIDE OPP. HAND

SCALE: 1/8" = 1'-0"



PROPOSED REAR ELEVATION - BLDG B

SCALE: 1/8" = 1'-0"



PROPOSED FRONT ELEVATION - BLDG B

SCALE: 1/8" = 1'-0"

MANCHESTER
NOVI, MI

MANCHESTER 13 MILE RD LLC
02.17.14

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Bloomfield Hills, MI 48302
248-334-5000



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PROPOSED LEFT SIDE ELEVATION - BLDG C
RIGHT SIDE OPP. HAND

SCALE: 1/8" = 1'-0"



PROPOSED REAR ELEVATION - BLDG C

SCALE: 1/8" = 1'-0"



PROPOSED FRONT ELEVATION - BLDG C

SCALE: 1/8" = 1'-0"

MANCHESTER
NOVI, MI

MANCHESTER 13 MILE RD LLC
02.17.14

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Bloomfield Hills, MI 48302
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