



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item K
May 6, 2013

SUBJECT: Approval of a ground lease with the US Postal Service for approximately 10,680 square feet of City-owned vacant land on the west side of Novi Road, north of Ten Mile Road, immediately north of the US Post Office Branch, for a period of five years, with an optional additional lease of five years, as shown on the submitted conceptual site plan.

SUBMITTING DEPARTMENT: Department of Community Development, Planning Division

CITY MANAGER APPROVAL: *cm*

BACKGROUND INFORMATION:

The US Postal Service contacted city staff regarding the possible lease of city-owned vacant land adjacent to the Post Office Branch located on the west side of Novi Road, north of Ten Mile Road (see attached location map). Conceptual site plans have been submitted and reviewed by City staff for the construction of approximately 24 parking spaces to be located adjacent to, and to be accessed from the existing northerly drive of the Post Office parking lot. The Postal Service will be responsible for construction and maintenance of the leased area. On termination of the lease, the Postal Service will be responsible for removal of the parking lot improvements and restoration of the area to its original condition, including stabilization of the disturbed area with vegetation.

Staff is prepared to approve the conceptual plan, subject to the City Council approval of the lease agreement, and subject to additional detail being provided on the next submittal of plans. The Post Office representatives have indicated that additional site plan detail will be provided following approval of the lease by the City Council, and pending final approval of funding by the USPS.

Staff believes that the proposed improvements would benefit the Novi community. Improved parking and traffic circulation at the post office will help our residents and businesses. The improvements will assist the Post Office maintain a presence and improve service at the existing location.

The attached draft lease language is now in a form acceptable to the City Attorney's Office. The leased area covers approximately 10,680 square feet and provides for a term of 5 years (until February 2018) with a total lease amount of \$5 for that term. There is a renewal option for another 5 years following expiration of the first term, until February 2023.

RECOMMENDED ACTION: Approval of a ground lease with the US Postal Service for approximately 10,680 square feet of City-owned vacant land on the west side of Novi Road, north of Ten Mile Road, immediately north of the US Post Office Branch, for a period of five years, with an optional additional lease of five years, as shown on the submitted conceptual site plan.

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

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



LOCATION MAP

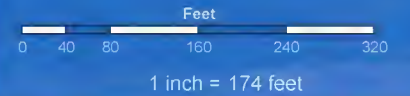
Post Office Expansion

Location



Map Legend

-  City-Owned Property
-  Post Office Property



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

Map Author: Kristen Kapelanski
Date: 04/12/12
Project: Post Office Expansion
Version #: 1.0

Amended By: Kristen Kapelanski
Date: 04-29-13
Department: CD

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.

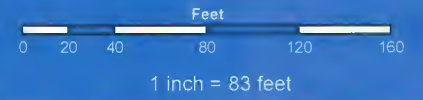
Post Office Expansion

Location



Area of Proposed Expansion

Novi Rd



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

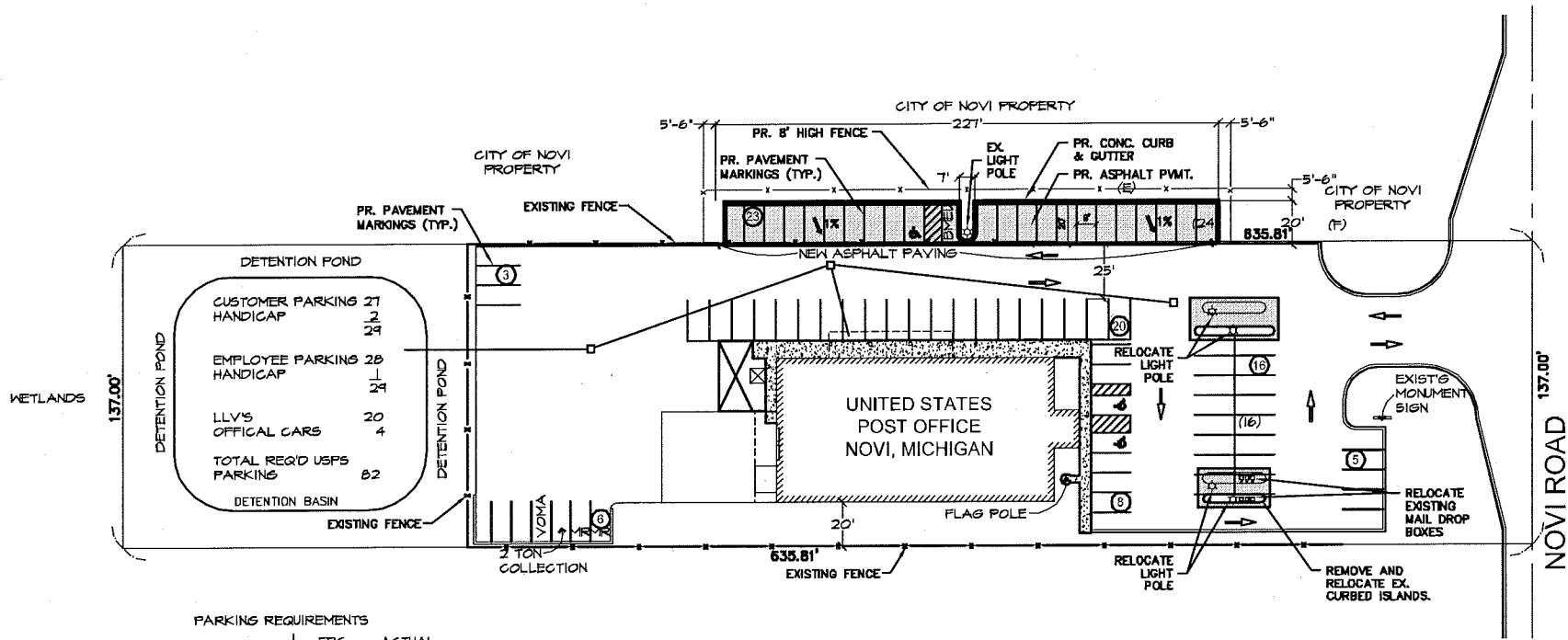
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CONCEPTUAL SITE PLAN



PARKING REQUIREMENTS

	FPG	ACTUAL
CUSTOMER PARKING	26	21
ACCESSIBLE PARKING	2	2
EMPLOYEE PARKING	8	28 *
ACCESSIBLE PARKING	1	1
OFFICAL CARS	2	4 **
CARRIER VEHICLES	20	20



PROPOSED SITE PLAN

SCALE: 1" = 80' - 0"

* NUMBER OF EMPLOYEES PER THE POSTMASTER
 ** ACCOUNTS FOR EXISTING 2 TON AND VOMA VEHICLES

Scale: April 22, 2013
 Architects Project Number: 1995-252A
 USPS File Number: J79451

Novi Main Post Office - Retail
 Downsize & Parking Lot

24875 Novi Road
 Novi, Michigan 48375-9998



SIEGAL, TUDOMALA ASSOCIATES ARCHITECTS AND PLANNERS, INC.
 10000 W. GRAND AVENUE, SUITE 100, GRAND RAPIDS, MI 49508
 PHONE: (616) 941-1000 FAX: (616) 941-1001

P-1

**LETTER FROM
CITY ATTORNEY'S OFFICE
REGARDING PROPOSED LEASE**



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

April 15, 2013

Barb McBeth, Deputy Community Development Director
CITY OF NOVI
45175 W. Ten Mile Road
Novi, MI 48375

Re: USPS Ground Lease

Dear Ms. McBeth:

We have reviewed a revised version of the USPS Ground Lease being provided to allow US Post Office Branch to expand its parking. The revised Ground Lease includes revisions to the original USPS lease form. With respect to our initial review letter of August 20, 2012, US Postal Service representatives have provided a response and, in many instances, modifications to the Lease terms with respect to all identified issues.

Of particular importance in light of our original review, the revised draft of the Lease Agreement includes a revised Hazardous/Toxic Conditions Clause, which has been modified to eliminate liability to the City in the event hazardous or toxic substances not attributable to the use by the Postal Service are discovered on site. Alternatively, the US Postal Service will have the option to terminate the lease without penalty in the event the contamination is not remediated in a reasonable time period. In response to the City's initial objection, an environmental assessment will not be required as a condition of the Lease Agreement.

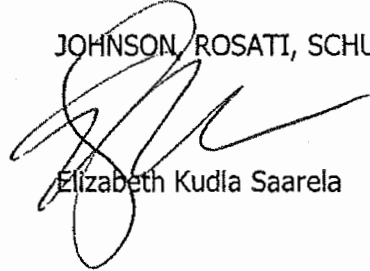
The only Section of the Lease that has not been modified to address our concerns is Section 11, which incorporates multiple federal policies, laws, and regulations in to the lease by reference. We reviewed the policies on-line and fail to see how most (if any) of them apply to this lease arrangement. The policies in some instances apply to contracts over \$100,000, and thus are inapplicable. Most, if not all of them, probably would not apply because there is no additional transaction or interaction between the Postal Service and City staff or contractors. However, in the event that the Postal Service argued that any of the polices, laws, or regulations apply, and that the City was not in compliance with one or more and was unable to cure, it appears that the likely remedy would be termination of the lease. The City would not be significantly impacted if the US Postal Service determined to terminate the lease. Therefore, we see no significant risk in entering into the lease.

Barb McBeth, Deputy of Community Development Director
April 15, 2013
Page 2

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

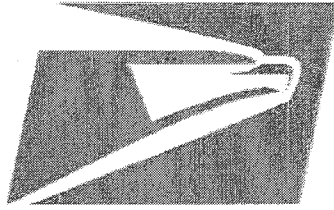
A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name.

Elizabeth Kudla Saarela

EKS
Enclosure

C: Maryanne Cornelius, Clerk (w/Enclosure)
Victor Cardenas, Assistant City Manager (w/Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Kristen Kapelanski, Planner (w/Enclosure)
Michael J. Loughnane, USPS (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

PROPOSED LEASE



UNITED STATES
POSTAL SERVICE™

Ground Lease

NOVI - ADDITIONAL PARKING (256920-006)
NOVI, MI 48376-9998

4/30/13



Ground Lease

Facility Name/Location

NOVI - ADDITIONAL PARKING (256920-006)
NOVI, MI 48376-9998

County:RED LAKE

Lease:J00000406244

This Lease made and entered into by and between CITY OF NOVI, MI hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:
Vacant land to be developed as a parking lot per Exhibit 1.

Total Site Area: 10,680.00 Sq. Ft.

2. RENTAL: The Postal Service agrees to pay 5 years rent in advance for a total of \$5.00, within 30 days of the effective date of this Lease.

Rent checks shall be payable to:

CITY OF NOVI
CITY OF NOVI TREASURE OFFICE
NOVI POLICE DEPT
45175 W TEN MILE RD
NOVI, MI 48375-3006

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective March 01, 2013 with an expiration date of February 28, 2018, for a total of 5 Years.



Ground Lease

4. RENEWAL OPTIONS: The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
03/01/2018	02/28/2023	\$1.00

5. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 60 days written notice to the Landlord.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

The Postal Service shall maintain the demised area. The responsibility of the Postal Service will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.

7. LEGAL DESCRIPTION:

T1N, R8E, SEC 22 PART OF E 1/2 OF SE 1/4 BEG AT PT DIST S 375.50 FT FROM E 1/4 COR, TH S 102.50 FT, TH N 89-50-42 W 635.91 FT, TH S 137 FT, TH N 89-50-42 W 353.08 FT, TH N 00-14-16 W 240.20 FT, TH S 89-46-52 E 989.42 FT TO BEG 3.45 A

Parcel ID: 50-22-22-400-024

The Postal Service shall lease a portion of the above referenced parcel as depicted in Exhibit 1. The Postal Service site shall be 267 Ft. X 40 FT. totaling 10,680 square feet.



Addendum

Facility Name/Location
NOVI - ADDITIONAL PARKING (256920-006)
NOVI, MI 48376-9998

County: RED LAKE
Lease: J00000406244

The Postal Service agrees to complete parking lot improvements on the premises per the attached site plan depicted in Exhibit 1.

Upon termination of the Lease, Postal Service shall remove the parking lot improvements installed in accordance with the lease and shall restore the property to its original condition by removing all paving and improvements and stabilizing of disturbed area with vegetation.

Pg GC-2, # 9

The Postal Service shall not be responsible for any hazardous/toxic environmental condition existing on the demised premises unless such condition has been caused by the Postal Service. The Postal Service shall have the right to terminate this Lease without penalty if contamination not caused by the Postal Service should be discovered on the property and Landlord does not remediate such contamination within a reasonable time after having notice.



Ground Lease

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: City of Novi

Name & Title: _____ Name & Title: _____

Name & Title: _____ Name & Title: _____

Landlord's Address: CITY OF NOVI TREASURE OFFICE NOVI POLICE DEPT 45175 W TEN MILE RD
NOVI, MI 48375-3006

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX2551

Witness _____ Witness _____

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Marla J Larsen-Williams _____
Contracting Officer Signature of Contracting Officer

Great Lakes FSO 62 STRATFORD DR, BLOOMINGDALE, IL 60117-7000
Address of Contracting Officer



General Conditions to USPS Ground Lease

1. CHOICE OF LAW

This Lease shall be governed by applicable federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;

2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

~~6. SUBLEASE~~

~~The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.~~

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a



General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose, to the best of its knowledge, the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

~~Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.~~

~~The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.~~

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

a. that, to the best of its knowledge, the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;



General Conditions to USPS Ground Lease

- b. that, to the best of its knowledge, there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

- Clause 1-1, *Privacy Protection* (July 2007)
 - Clause 1-5, *Gratuities or Gifts* (March 2006)
 - Clause 1-6, *Contingent Fees* (March 2006)
 - Clause 4-2, *Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders* (July 2009)
 - Clause 9-3, *Davis-Bacon Act* (March 2006)¹
 - Clause 9-7, *Equal Opportunity* (March 2006)²
 - Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³
 - Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴
 - Clause B-25, *Advertising of Contract Awards* (March 2006)
- Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<http://about.usps.com/manuals/spp/spp.pdf>. Chapter 10 of Supplying Principles and Practices, starting on page 469.

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

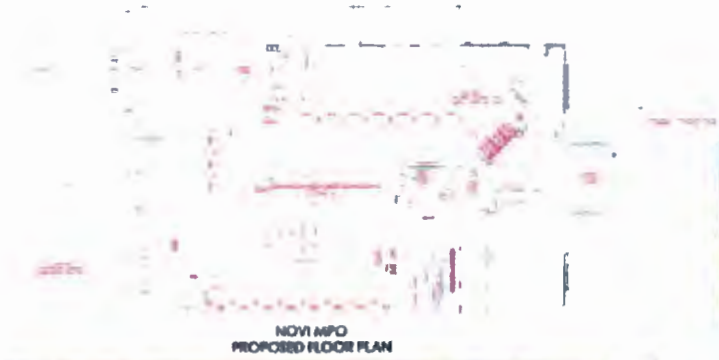
³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.

NOVI MAIN POST OFFICE

USPS FACILITY OPTIMIZATION PROGRAM
GREAT LAKES AREA / DETROIT DISTRICT

DRAWN BY: L. SHANE
DATE: 6/22/07
CELL: 248-434-4636



NOVI MPO
PROPOSED FLOOR PLAN



AERIAL VIEW



(A)



(B)



(C)



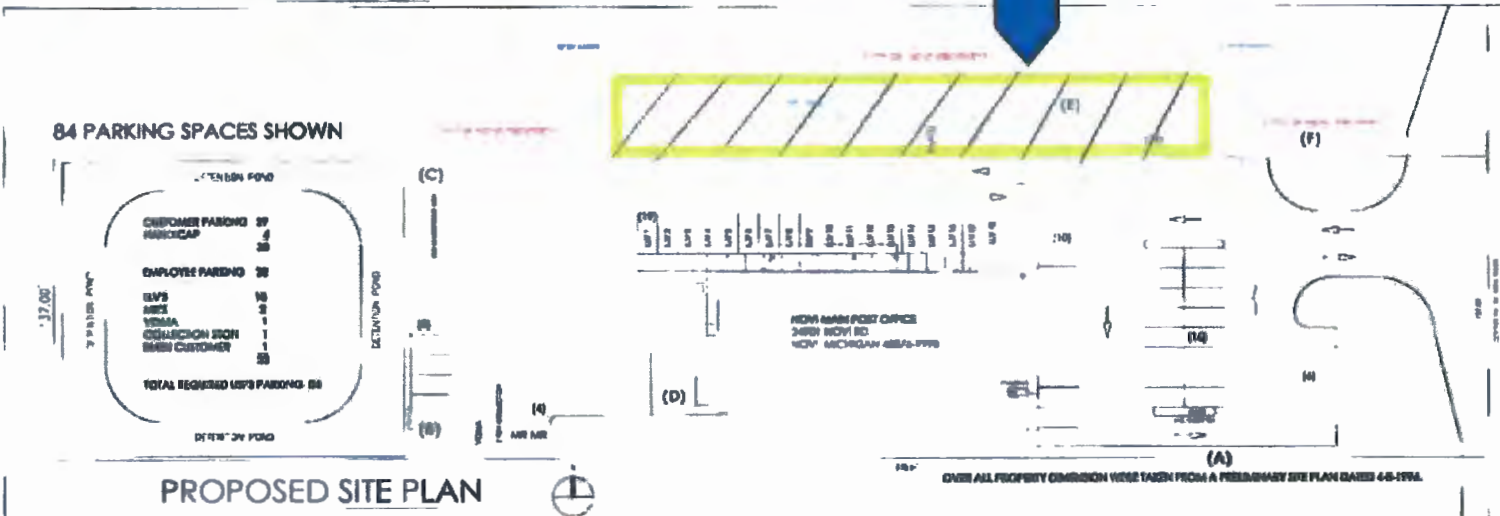
(D)



(E)



(F)



PROPOSED SITE PLAN

USPS Parking Lot Site
267 Ft. X 40 Ft. Totaling 10,680 Sq. Ft.

Exhibit 1

**RESOLUTION APPROVING
5-YEAR LEASE
OF CITY PROPERTY**

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION APPROVING 5-YEAR LEASE OF CITY PROPERTY

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, the United States Postal Services has requested to lease City-owned Property, Parcel No. 50-22-22-400-024 located adjacent to the existing U.S. Post Office on Novi Road for the purpose of expanding the parking for the Post Office; and,

WHEREAS, City Administration has determined that the proposed improvements will assist the Post Office to maintain a presence and improve service at the existing location and will thereby benefit the Novi community by providing improved parking and traffic circulation at the post office; and,

WHEREAS the prosed lease area covers approximately 10,680 square feet and provides for a term of 5 years with a total lease amount of \$5 for that term with a renewal option for another 5 years following expiration of the first term; and

WHEREAS, the City attorney's office has worked with City Administration and the U.S. Postal service to negotiate acceptable lease terms.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the City Council approves the attached United States Postal Service Ground Lease for an initial term of five (5) years.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

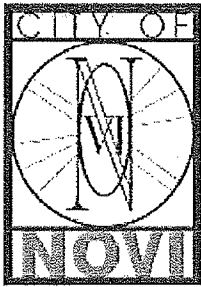
Maryanne Cornelius, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2013, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Maryanne Cornelius, City Clerk
City of Novi

PLAN REVIEW LETTERS



cityofnovi.org

PLAN REVIEW CENTER REPORT

May 14, 2012

Planning Review

Novi Post Office Parking Lot Expansion
ZCM 12-11

Petitioner

United States Postal Service

Review Type

Preliminary/Final Site Plan

Property Characteristics

- Site Location: 24901 Novi Rd., West side of Novi Rd., north of Ten Mile Rd. (Section 22)
- Site Zoning: OS-1, Office Service
- Adjoining Zoning: North, South and West: OS-1; East (across Novi Rd.): I-2, General Industrial
- Current Site Use: Existing Post Office
- Adjoining Uses: North: Cell tower access drive, Vacant; South: Storage facility; East (across Novi Rd.): Industrial sales and service; West: Cell tower
- School District: Novi School District
- Site Size: 2 acres
- Plan Date: 04-23-12

Project Summary

The Novi Post Office would like to expand the parking area at their existing facility to include 24 new spaces and one landscape island to be constructed on the City-owned property north of the existing post office. The drive aisle would remain on the Post Office property with only the spaces themselves constructed on the City-owned property. The existing parking area would also be restriped to allow for additional barrier free spaces.

Recommendation

Approval of the Preliminary/Final Site Plan is **recommended**.

Ordinance Standards

The submitted plan was reviewed per the standards of Article 11 (OS-1, Office Service District) and relevant sections of Article 24 (Schedule of Regulations) and Article 25 (General Provisions). Items underlined are alternates for consideration by the applicant.

1. The required parking setback is 0 feet at the north lot line of the Post Office property and the south lot line of the City-owned property. The parking lot setback for this district is typically 20 feet and provides space for landscaping and screening of adjacent parking areas.
2. The City-owned property north of the Post Office site contains regulated woodlands. Care should be taken to avoid and minimize impacts to existing woodlands, where possible.
3. Parking spaces and drive aisles should be more clearly dimensioned on the plan so that requirements can be verified.
4. Landscaped end islands and landscaped islands every 15 parking spaces have not been provided. The Post Office may want to consider adding landscape areas to the site, even if that would require an expansion to any leased area.

Novi Post Office Parking Lot Expansion, ZCM12-11
Preliminary/Final Site Plan
May 14, 2011

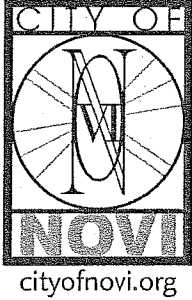
5. It appears that large-size trucks will not be able to make turns at the rear of the site without encroaching on proposed parking spaces and on the adjacent property. Expansion of the driveway width may be appropriate to alleviate this concern.
6. A pedestrian connection between the parking lot and existing sidewalk along Novi Road has not been provided. The Post Office may want to consider adding this connection to enhance pedestrian access.

Stamping Set Approval

After having received all of the review letters from City staff the applicant should make the appropriate corrections to the plans and submit **8 additional copies of the plans submitted for review.** to the Community Development Department for final Stamping Set approval.



Planning Review by Kristen Kapelanski, AICP
248.347.0586 or kkapelanski@cityofnovi.org



PLAN REVIEW CENTER REPORT

April 29, 2013

Engineering Review

Post Office Expansion

ZCM 12-11

Petitioner

United States Post Office, property owner

Review Type

Concept Plan

Property Characteristics

- Site Location: 24901 Novi Rd
- Site Size: 0.25 acres
- Plan Date: April 22, 2013

Project Summary

- Construction of approximately 24 parking stalls on City property to the north of the existing parcel boundary. Site access would be provided by existing access off of Novi Rd.
- Storm water would be collected by sheet flow into the existing storm sewer collection system and discharged into the existing detention pond on the west end of the parcel.

Comments:

General

1. A full engineering review was not performed due to the limited information provided in this submittal. Further information related to the utilities, easements, etc. will be required to provide a more detailed review.
2. Provide a note on the plans that all work on city property shall conform to the current City of Novi standards and specifications.

Storm Water Management Plan

3. Provide an updated Storm Water Management Plan for the site to include the increase in impervious area created by the parking lot expansion.

Paving & Grading

4. Provide the City's standard detail sheets for paving (1 Sheet-12/15/00) at the time of the Stamping Set submittal.

5. Provide existing topography and 2-foot contours extending at least 100 feet past the site boundary. Any off-site drainage entering this site shall be identified.
6. Dimensions of parking stalls abutting a curb or sidewalk are to the face of curb or walk. All other dimensions are to back of curb unless otherwise indicated.
7. Revise the plan to include a stall length of 17-feet if using a 4-inch curb.
8. Denote the extent of disturbance relative to the proposed parking expansion required for finish grading.

The following must be included with the next submittal:

(Please note that all documents must be submitted together as a package with the Stamping Set submittal. Partial submittals will not be accepted).

9. 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.**
10. 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 each utility (water, sanitary, storm sewer), on-site paving (square footage), right-of-way paving (including proposed right-of-way), grading, and the storm water basin (basin construction, control structure, pretreatment structure and restoration).

The following must be addressed prior to construction:

11. An on-site 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).
12. 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). A grading permit fee in the amount of \$TBD must be paid to the City Treasurer's Office.
13. Material certifications must be submitted to Spalding DeDecker for review prior to the construction of any utilities on the site. Contact Ted Meadows at 248-844-5400 for more information.
14. Construction inspection fees in the amount of \$TBD must be paid to the City Treasurer's Office.
15. 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.

16. A permit for work within the right-of-way must be obtained from the City of Novi. The application is available from the City Engineering Department or on the City website and may be filed once the Final Site Plan has been submitted. Please contact the Engineering Department at 248-347-0454 for further information. Only submit the cover sheet, standard details and plan sheets applicable to the permit.
17. A lease agreement between the applicant and the City of Novi is required for any improvements on City property.

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

18. 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.
19. A sign inspection must be completed for all traffic control signs installed.

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

Please contact Adam Wayne at (248) 735-5648 with any questions.



cc: Ben Croy, Engineering
Brian Coburn, Engineering
Kristen Kapelanski, Community Development Department
Sheila Weber, Treasurer's



cityofnovi.org

PLAN REVIEW CENTER REPORT

May 14, 2012

Planning Review

Novi Post Office Parking Lot Expansion
ZCM 12-11

Petitioner

United States Postal Service

Review Type

Preliminary/Final Site Plan

Property Characteristics

- Site Location: 24901 Novi Rd., West side of Novi Rd., north of Ten Mile Rd. (Section 22)
- Site Zoning: OS-1, Office Service
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- Site Size: 2 acres
- Plan Date: 04-23-12

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Recommendation

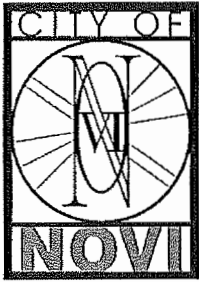
Approval of the Preliminary/Final Site Plan is **recommended**.

Ordinance Standards

The single ordinance landscape standard that would recommend be adhered to would be the inclusion of perimeter parking lot trees at 1 tree per 35 linear feet. This would require a total of 6 trees placed along the northerly perimeter of the pavement to be added. It would also allow the applicant to place trees in the central parking lot island and at the two end islands.



David R. Beschke, RLA



May 4, 2012

TO: Barbara McBeth, Deputy Director of Community Development

RE: Post Office Expansion

SP#: ZCM #12-11

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Terry K. Margolis

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Justin Fischer

Wayne Wrobel

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City Manager
Clay J. Pearson

Director of Public Safety
Chief of Police
David E. Molloy

Director of EMS/Fire Operations
Jeffery R. Johnson

Deputy Chief of Police
Thomas C. Lindberg

Assistant Chief of Police
Victor C.M. Lauria

Project Description:

Addition of 84 parking spaces to site property on North side of building.

Comments:

None

Recommendation:

The above plan has been reviewed and is recommended for
APPROVAL.

Sincerely,

Andrew Copeland – Inspector/CFPE
City of Novi – Fire Dept.

cc: file

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

cityofnovi.org