



CITY of NOVI CITY COUNCIL

July 26, 2021

SUBJECT: Tentative approval of the request of Robertson Brothers Homes, for Lakeview, JSP 18-16, for amendment of the Planned Rezoning Overlay (PRO) Agreement. The 3.15-acre property is located on the east and west sides of Old Novi Road, south of Thirteen Mile Road. The proposed amendment would remove one condition in the agreement that requires front-facing garages to be set back five feet from the porch, and add five home models to the PRO Concept Plan exhibit.

SUBMITTING DEPARTMENT: Community Development Department – Planning

BACKGROUND INFORMATION: The petitioner is requesting to amend the PRO Agreement associated with the 3.15-acre parcel of property on the west and east side of Old Novi Road south of Thirteen Mile Road, which was rezoned from R-4 (One-Family Residential) and B-3 (General Business) to RM-2 (High-Density Multi-Family Residential) utilizing the City's Planned Rezoning Overlay (PRO) option. The applicant states that the amendment request is necessary to allow additional home models to be offered, especially on the narrow lots east of Old Novi Road.

City Council granted approval of the original PRO Agreement on February 11, 2019. The approved PRO Concept Plan allowed the development of the property with 10 homes fronting on the west side of Old Novi Road, and 10 homes on the east side fronting on Linhart and Wainwright Streets. After receiving site plan approval, the applicant began construction of the project in fall of 2019.

Seven homes have already received plot plan approval in the development, and a total of thirteen lots remain. The applicant now seeks to amend one provision of the PRO Agreement that requires the following:

All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch.

If this condition of the PRO Agreement is removed, the new house plans will fit on the ten lots on the west side of Old Novi Road. Two of the new house plans will fit on all of the lots on the east side of Old Novi Road, and two others will fit on a few of the lots. The applicant will still offer the original series of house plans, in addition to the new models, if the restriction for the garage setback is removed from the agreement. The original intent of the setback of the garage was for reasons of aesthetics, and to reduce the visual effects of the front-entry garages. The aesthetics of the front-facing garage doors can now be better visualized, since seven homes are approved or under construction.

No changes to the approved Site Plan are proposed at this time. All other terms and conditions of the PRO Agreement are to remain unchanged.

Ordinance Deviations Requested

No new deviations from the City's Ordinances are proposed.

Public Benefit under PRO Ordinance

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 the benefits to public of the proposed PRO rezoning would clearly outweigh the detriments. No additional conditions are offered with this review. The development is subject to conditions of the original PRO agreement.

PRO Conditions

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 has submitted the new home model elevations, and if approved, should be added to the PRO agreement. The conceptual plan showing the general site layout is not proposed to be changed with this amendment.

At this time, the change proposed to the conditions of the original PRO Agreement are to strike the following on page 5 of the PRO Agreement:

- k. All lots shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch.

Planning Commission Action

On June 23, 2021, the Planning Commission held a Public Hearing and recommended approval of the requested First Amendment to the PRO Agreement. A copy of Planning Commission's meeting minutes are included in the packet. The reasons for the Planning Commission's approval are provided in the recommended action, below.

City Council Action

If the City Council is inclined to approve the request for the amendment at this time, the City Council's motion would be to indicate its *tentative* approval and direct the City Attorney to prepare a First Amendment to PRO Agreement to be brought back before the City Council for approval with the specified PRO Conditions. Tentative approval does not guarantee final approval of either the PRO Plan or a PRO Agreement.

RECOMMENDED ACTION:

Tentative approval of the request of Robertson Brothers Homes for the First Amendment to the previously-approved Planned Rezoning Overlay (PRO) Plan and Agreement for Lakeview, JSP 18-16, with Zoning Map Amendment 18.723, based on the following findings, conditions and reasons, with the direction that the City Attorney's Office shall prepare the required First Amendment and work with the applicant to return to the City Council for Final Consideration pursuant to the PRO Ordinance:

1. This approval is subject to all conditions listed in the original PRO agreement recorded April 10, 2019, unless otherwise amended with this approval.

2. Condition (k) found on page 5 of the recorded PRO Agreement stating “*All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch.*” shall be removed from the agreement.
3. Exhibit B is amended to include the new home models as included in this packet.

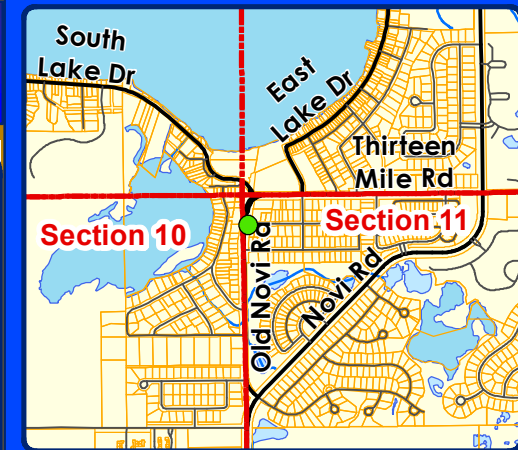
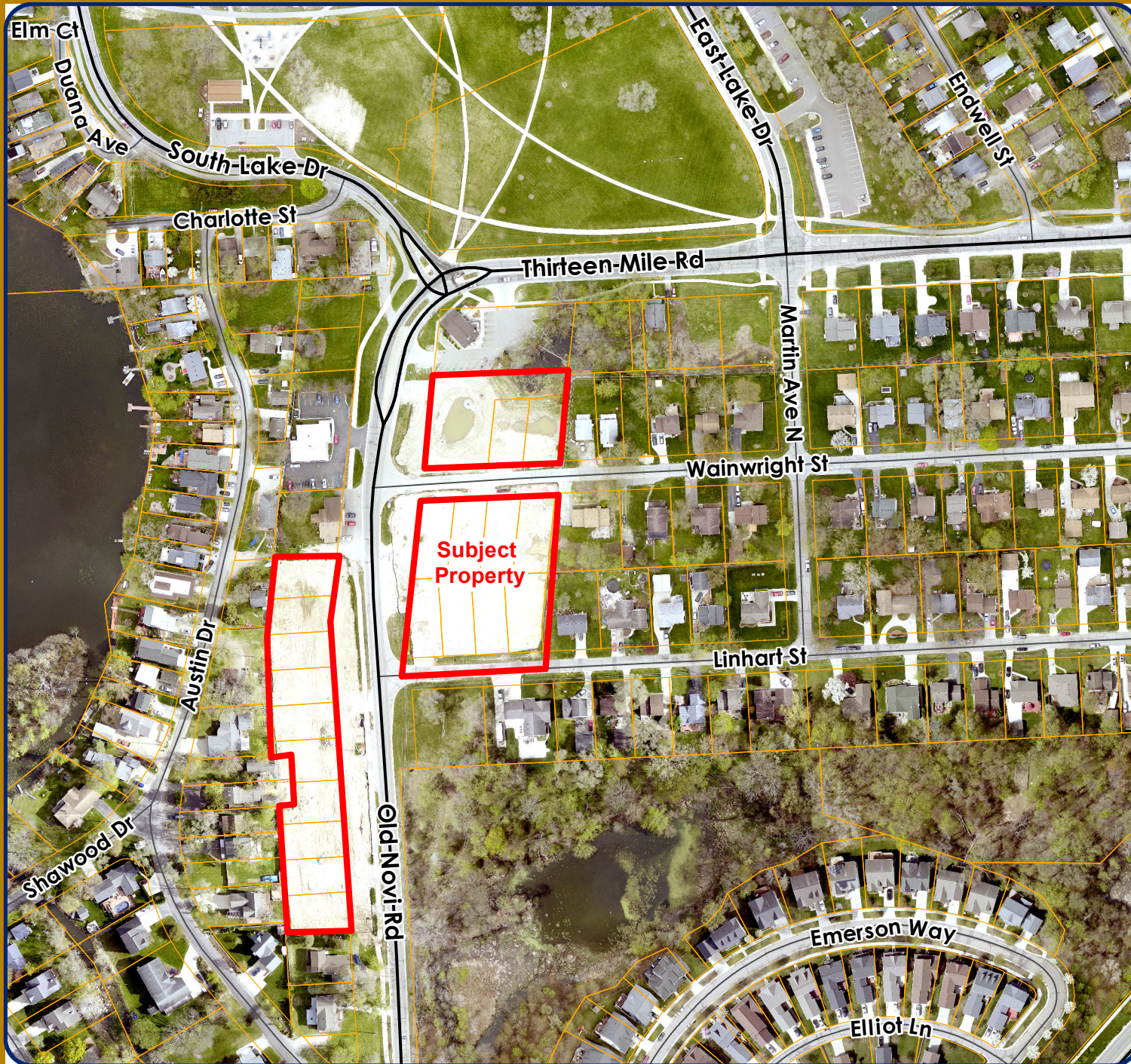
This motion is made for the following reasons:

- a. The PRO Agreement otherwise remains unchanged and there are no changes proposed to the lot layouts, deviations and other conditions of development;
- b. The amendment will allow for a greater variety of home models that can be accommodated within the lots on the east side of Old Novi Road;
- c. The proposed new single family home models are consistent with those previously approved for this development, and appear to be generally of equal or greater architectural quality;
- d. The new homes proposed will still be reviewed for compliance with the similar/dissimilar ordinance (Section 3.7) at the time of plot plan submittal; and
- e. The driveway length will still allow adequate room for parking vehicles within the driveway without encroaching into the sidewalk.


MAPS
Location
Zoning
Future Land Use
Natural Features

JSP 18-16 LAKEVIEW HOMES

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: Lindsay Bell
Date: 6/16/2021
Project: Lakeview PRO
Version #: 1

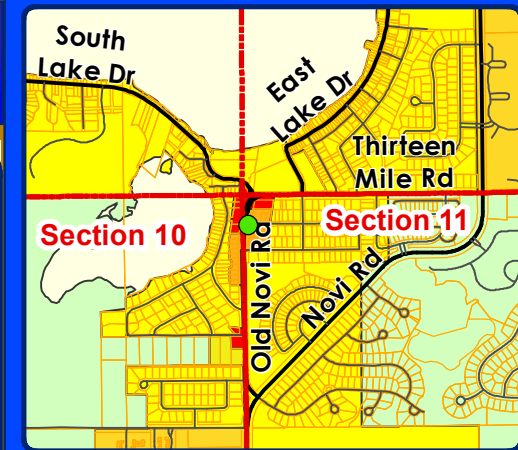
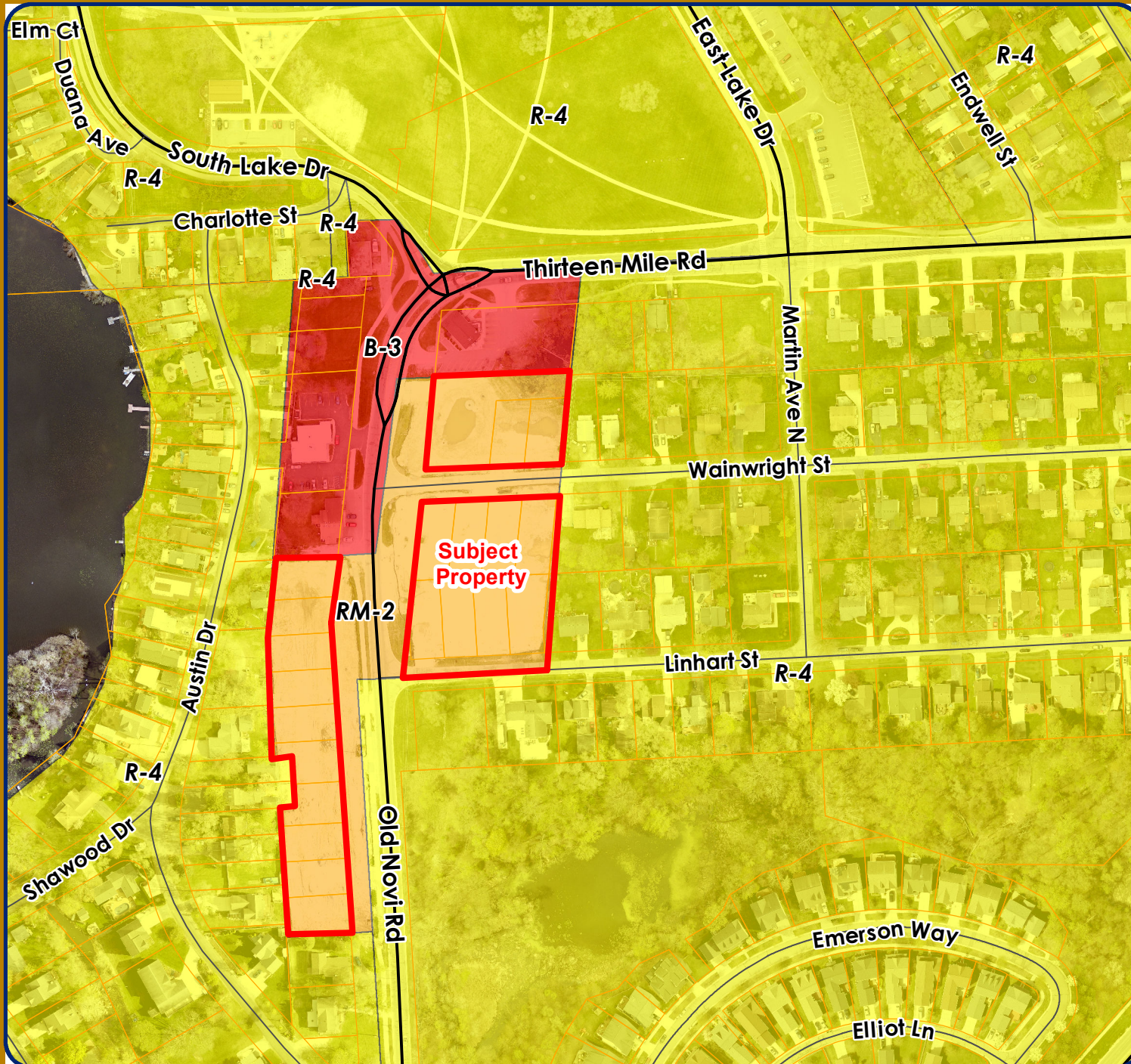
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1 inch = 225 feet



MAP INTERPRETATION NOTICE

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

JSP 18-16 LAKEVIEW HOMES ZONING



LEGEND

- R-A: Residential Acreage
- R-1: One-Family Residential District
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- RM-2: High-Density Multiple Family
- B-3: General Business District
- Subject Property

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 Dept. of Community Development
 City Hall / Civic Center
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 Novi, MI 48375
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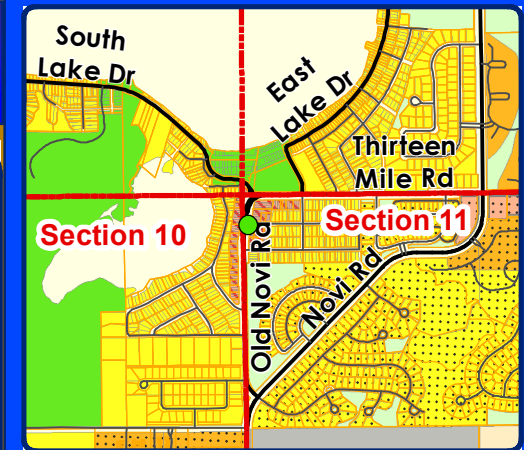
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JSP 18-16 LAKEVIEW HOMES

FUTURE LAND USE



LEGEND

- Single Family
- PUD
- Multiple Family
- PD1
- PUD3
- Pavilion Shore Village
- Educational Facility
- Public Park
- Private Park
- Cemetery
- Subject Property

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 Novi, MI 48375
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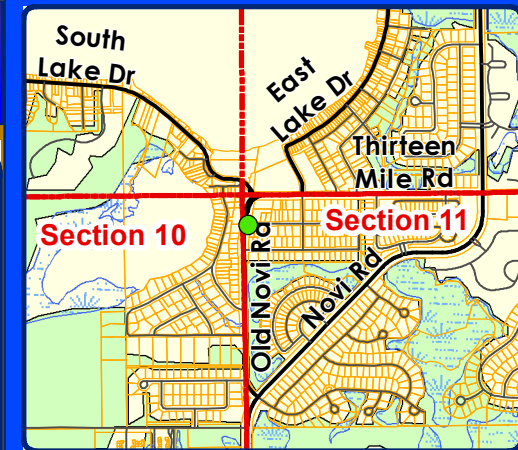
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JSP 18-16 LAKEVIEW HOMES

NATURAL FEATURES




LEGEND

-  WETLANDS
-  WOODLANDS
-  Subject Property

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COMMUNITY PLAN – PREVIOUSLY APPROVED



Community Plan



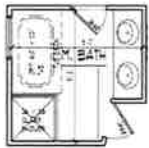
NEW HOME MODELS PROPOSED

LAKEVIEW PLAN #1915, PLAN #2324 PLAN
#2632, PLAN #3311, PLAN 2860
ELEVATIONS

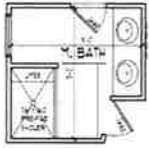
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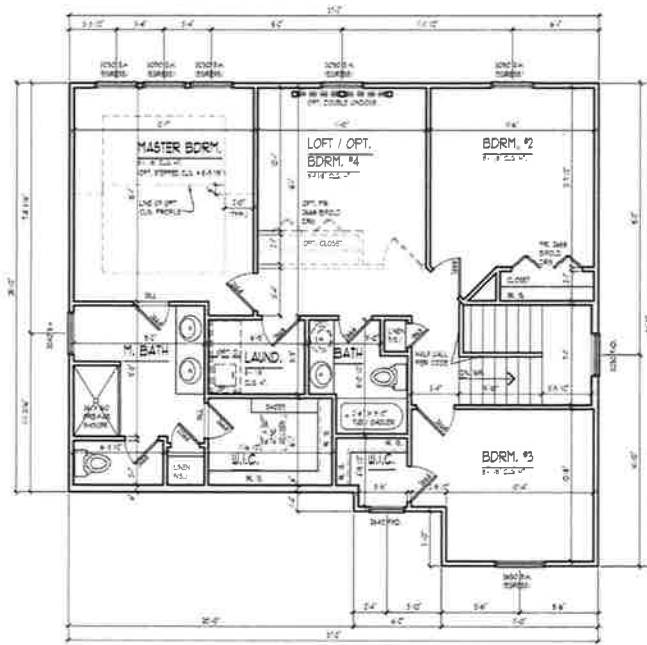
PLAN #1915



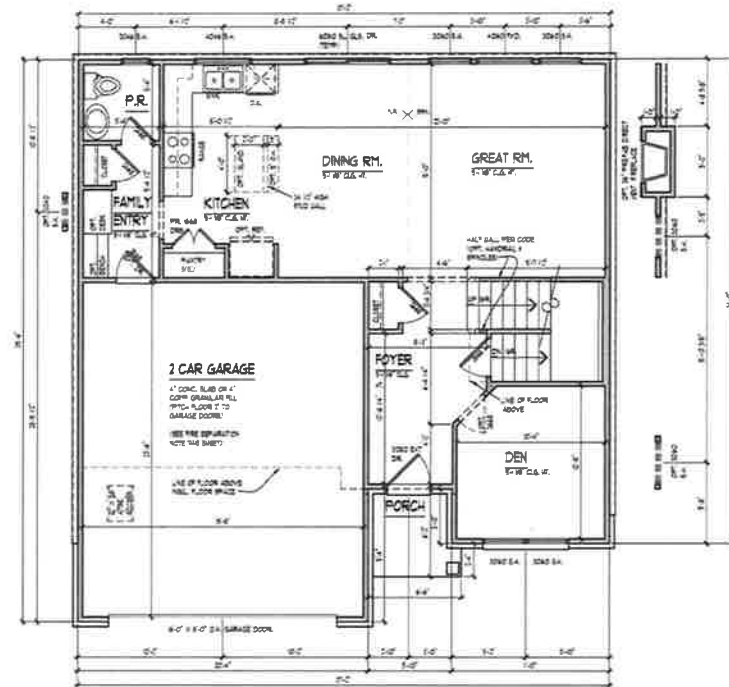
OPT. 2 MASTER BATH
SCALE 1/4" = 1'-0"



OPT. 1 MASTER BATH
SCALE 1/4" = 1'-0"



SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"



FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"

PLAN #1915



PROPOSED TRADITIONAL ELEVATION

PLAN #1915
TRADITIONAL ELEVATION



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

PLAN #1915



PROPOSED CRAFTSMAN ELEVATION

PLAN #1915



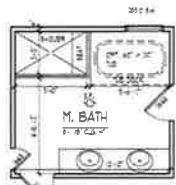
PROPOSED FARMHOUSE ELEVATION

PLAN #1915

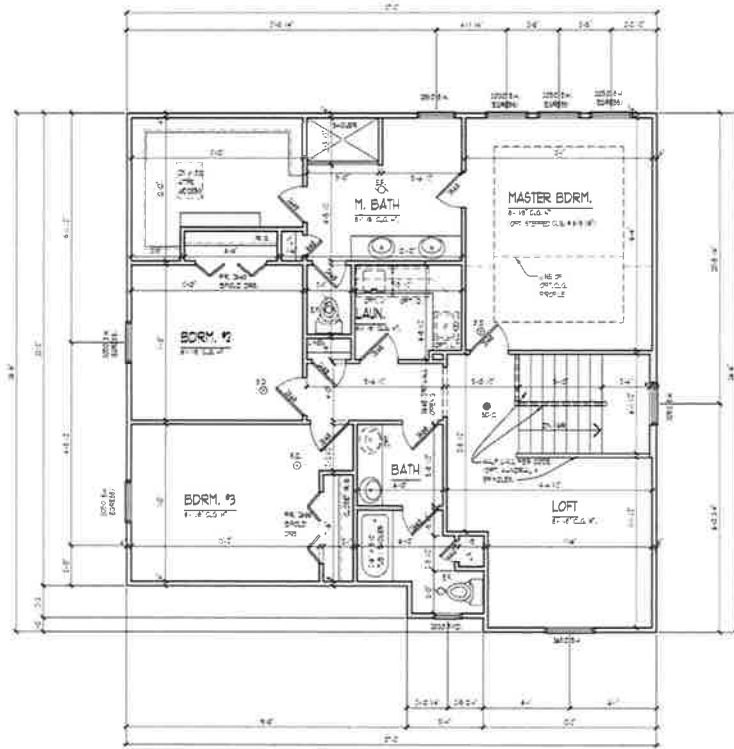


PROPOSED EUROPEAN ELEVATION

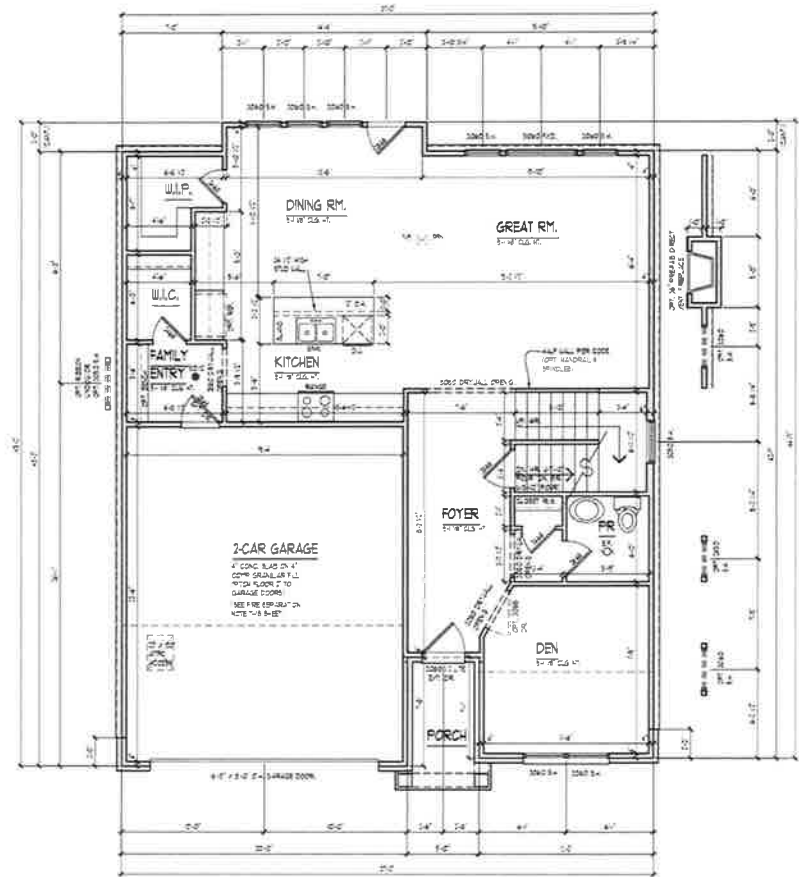
PLAN #2324



OPT. 1 MASTER BATH
SCALE 1/4" = 1'-0"



SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"



FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"

PLAN #2324



PROPOSED TRADITIONAL ELEVATION

PLAN #2324
TRADITIONAL ELEVATION



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

PLAN #2324



PROPOSED CRAFTSMAN ELEVATION

PLAN #2324



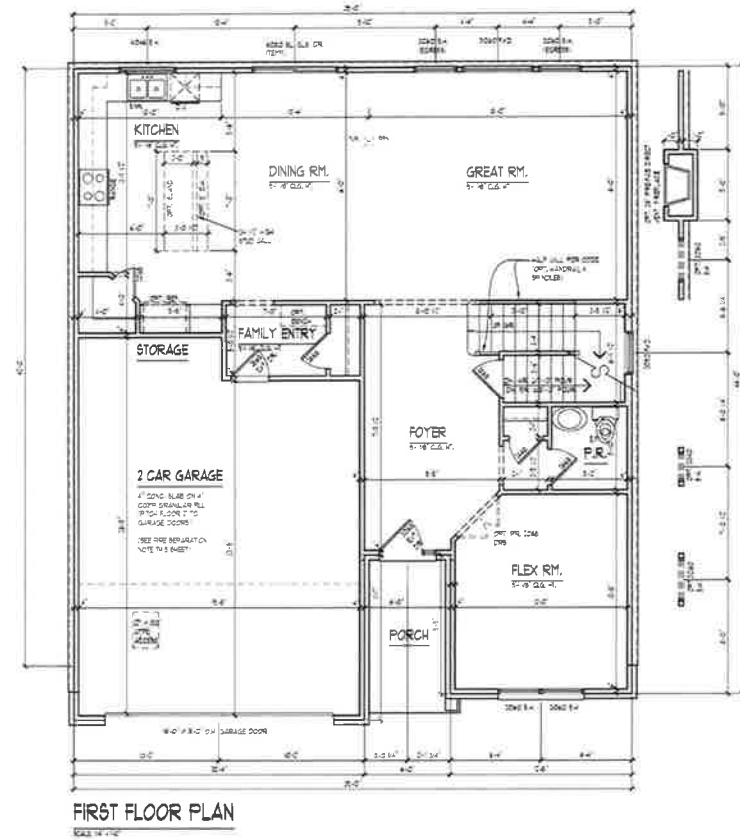
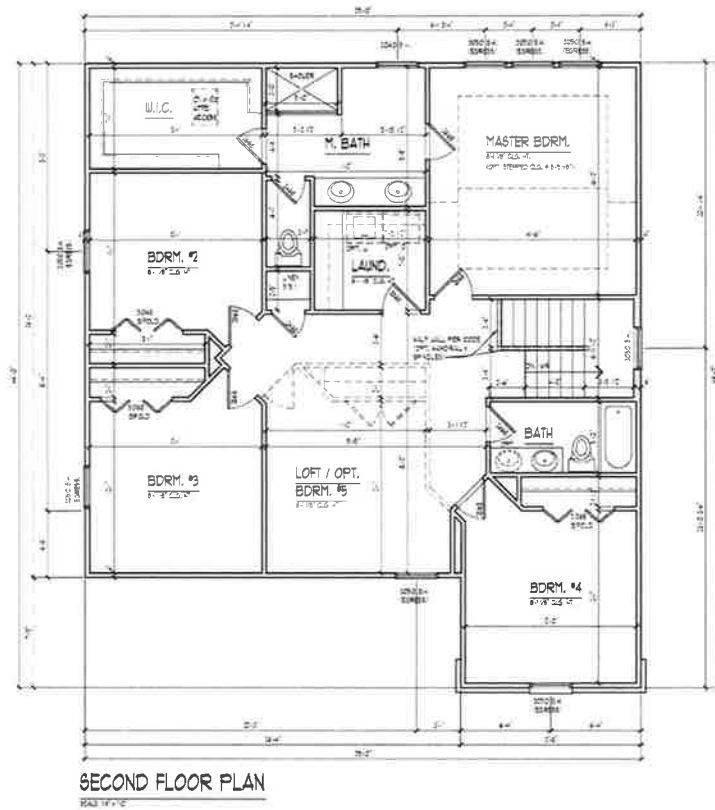
PROPOSED FARMHOUSE ELEVATION

PLAN #2324



PROPOSED EUROPEAN ELEVATION

PLAN #2632

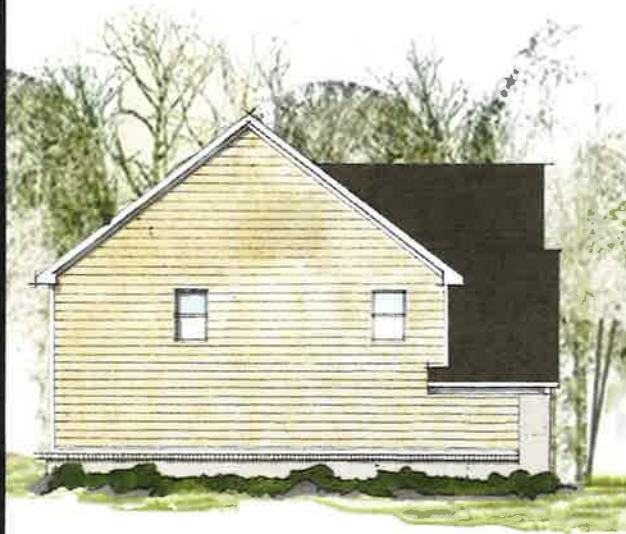


PLAN #2632



PROPOSED TRADITIONAL ELEVATION

PLAN #2632
TRADITIONAL ELEVATION



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

PLAN #2632



PROPOSED CRAFTSMAN ELEVATION

PLAN #2632



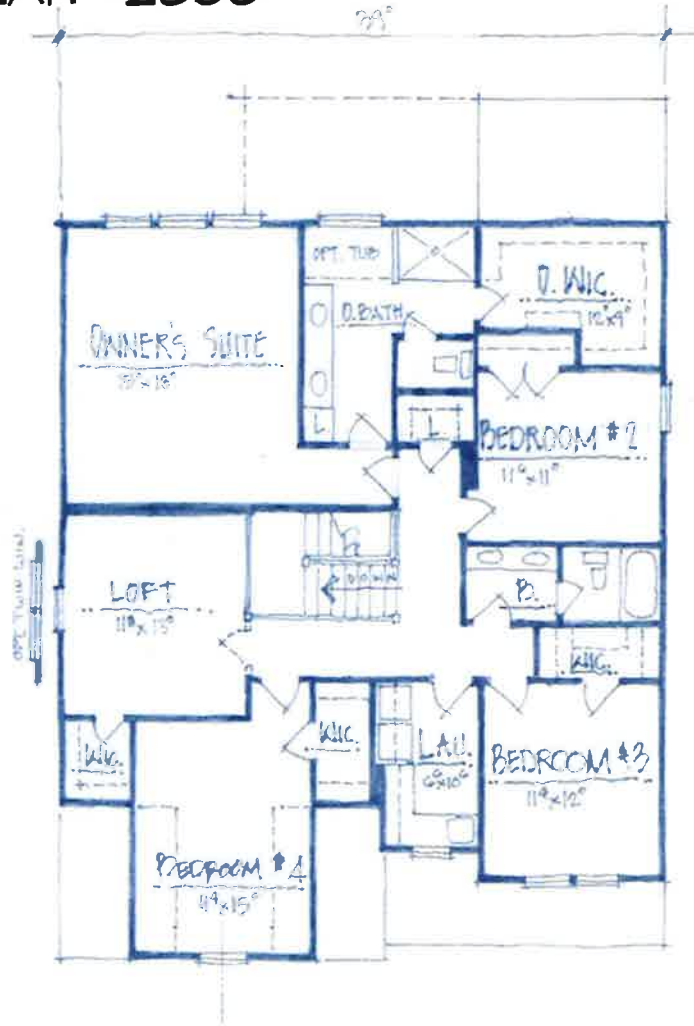
PROPOSED FARMHOUSE ELEVATION

PLAN #2632



PROPOSED EUROPEAN ELEVATION

PLAN #2860



SECOND FLOOR PLAN
1510 sq



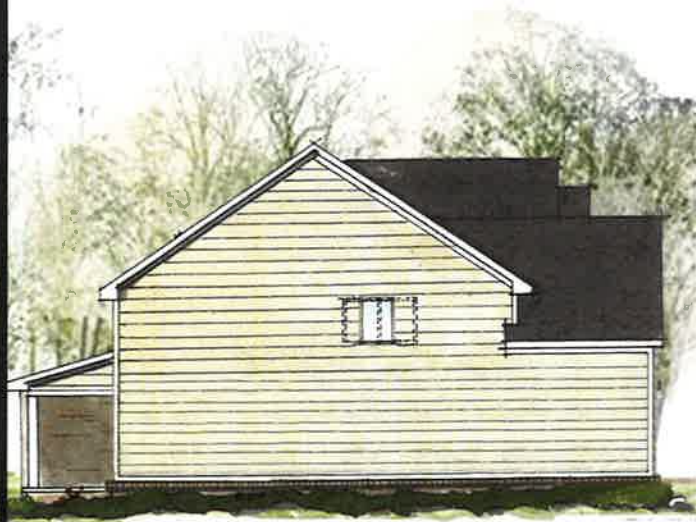
FIRST FLOOR PLAN
1000 sq

PLAN #2860



PROPOSED TRADITIONAL ELEVATION

PLAN #2860



PLAN #2860



PROPOSED CRAFTSMAN ELEVATION

PLAN #2860



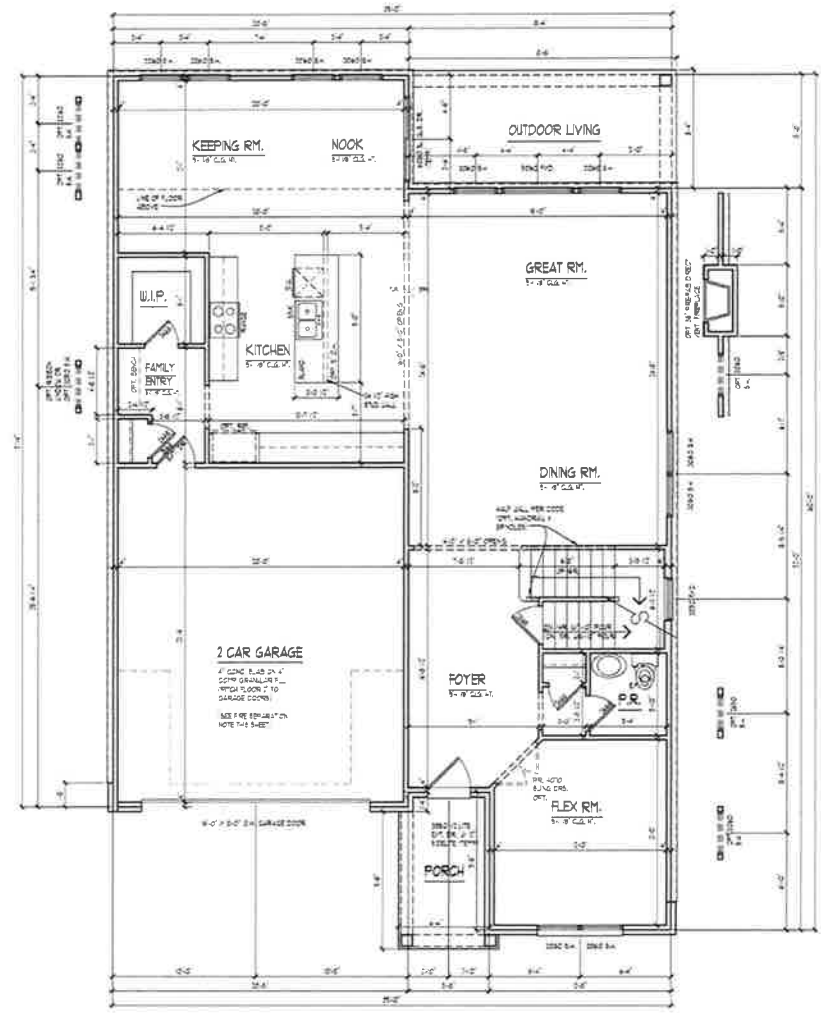
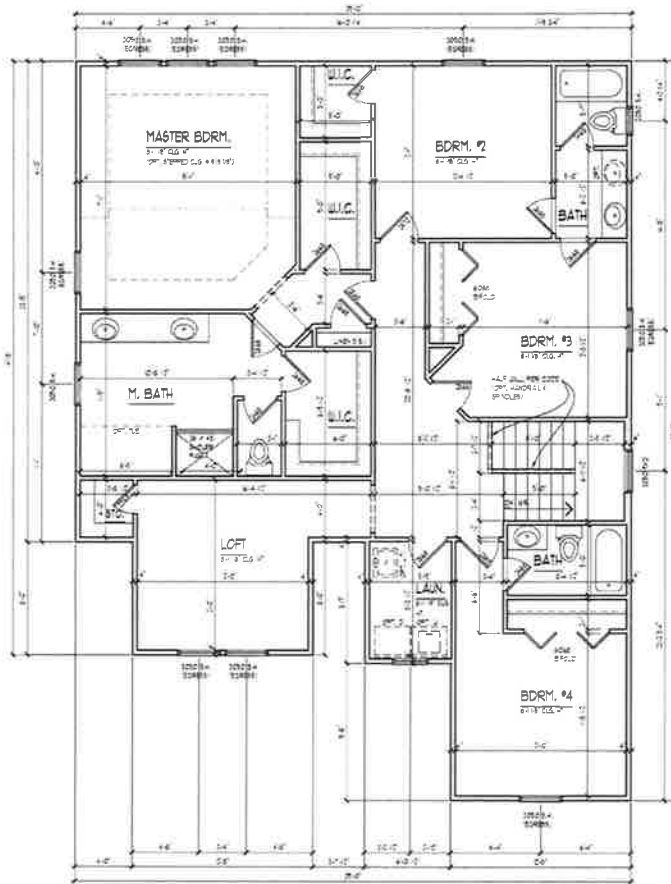
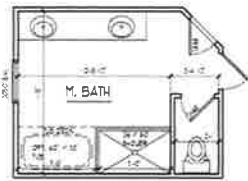
PROPOSED FARMHOUSE ELEVATION

PLAN #2860



PROPOSED EUROPEAN ELEVATION

PLAN #3311



PLAN #3311



PROPOSED TRADITIONAL ELEVATION

PLAN #3311
TRADITIONAL ELEVATION



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

PLAN #3311



PROPOSED CRAFTSMAN ELEVATION

PLAN #3311



PROPOSED FARMHOUSE ELEVATION

PLAN #3311



PROPOSED EUROPEAN ELEVATION

PLANNING REVIEW



PLAN REVIEW CENTER REPORT

June 8, 2021

Planning Review

Lakeview Homes

JSP18-16

PETITIONER

Robertson Brothers Homes

REVIEW TYPE

First Amendment of the PRO Agreement

PROPERTY CHARACTERISTICS

Section	10 and 11	
Site Location	East and West of Old Novi Road; South of Thirteen Mile Road;	
Site School District	Novi Community School District	
Site Zoning	RM-2 (High Density Multi-Family Residential) with Planned Rezoning Overlay	
Adjoining Zoning	North	B-3 General Business
	East	R-4 One Family Residential
	West	R-4 One Family Residential
	South	R-4 One Family Residential
Current Site Use	Single family and vacant	
Adjoining Uses	North	Restaurant, Convenience Store
	East	Single Family Residences
	West	Single Family Residences
	South	Single Family Residences
Site Size	3.15 Acres	
Plan Date	Received May 11, 2021	

PROJECT SUMMARY

The applicant previously received approval for a 20-unit single family residential development with frontage and access to Old Novi Road, Wainwright Street and Linhart Street. The Plan shows one detention pond on the east side of Old Novi Road, north of Wainwright. The plan also includes pedestrian walks along both sides of Old Novi Road, and on-street parking spaces on the east side of Old Novi Road. All proposed homes front on existing public roads. The subject property is 3.15-acres, with portions of property in Sections 10 and 11.

A Zoning Map Amendment from B-3 (General Business) and R-4 (One Family Residential) to RM-2 (High-Density Multi-Family Residential) utilizing the City's Planned Rezoning Overlay (PRO) option was approved by Council on February 11, 2019. At this time, the applicant requests a modification to one of the PRO conditions in order to offer additional home plan options to buyers. No changes to the approved Site Plan are proposed at this time. All other terms and conditions of the PRO Agreement are to remain unchanged.

Seven homes have already sold in the development, and a total of thirteen lots remain. The applicant now seeks to amend one provision of the PRO Agreement that requires *All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch.* If

this condition of the PRO Agreement is removed, the new house plans will fit on the ten lots on the west side of Old Novi Road. Two of the new house plans will fit on all of the lots on the east side of Old Novi Road, and two others will fit on a few of the lots. The applicant will still offer the original series of house plans, in addition to the new models, if the restriction for the garage setback is removed from the agreement. The original intent of the setback of the garage was for reasons of aesthetics, and to reduce the visual effects of the front-entry garages. The aesthetics of the front-facing garage doors can now be better visualized, since seven homes are under.

RECOMMENDATION

Approval of the amendment to the PRO Agreement is recommended. The requested modification of the PRO Agreement condition meets the requirements of the Zoning Ordinance, with deviations that were approved by City Council as part of PRO Concept plan approval. The proposed home plans are of equal or better architectural quality than the previously approved home plans, the additional variety will allow for more options for buyers, and the minimum space required for driveway parking will still be maintained.

PRO OPTION

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 has been changed (in this case from B-3 and R-4 to RM-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 submits 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 years, the rezoning and PRO concept plan expires and the agreement becomes void.

PROJECT REVIEW HISTORY

- On November 9, 2017, a Pre-application meeting was held with a plan that included 70 multi-family units.
- On April 13, 2018, another Pre-application meeting was held with a revised plan for 32 townhouse units in 6 buildings and 6 single family homes.
- On May 29, 2018, the applicant formally submitted a Concept Plan and PRO Rezoning Request. The plan included 14 multi-family townhome units and 17 single-family homes.
- On June 27, 2018, the Master Plan and Zoning Committee considered the request. The committee members were glad the applicant was moving in the right direction, but recommended the plans be further revised to bring the density in line with the Master Plan and the adjoining neighborhoods.
- On August 10, 2018, the applicant submitted a revised Concept Plan with 21 Single Family homes.
- On September 26, 2018, the Planning Commission considered the proposed development and made a favorable recommendation to Council.
- On October 22, 2018, City Council considered the proposed development for tentative approval of proposed zoning amendment and postponed their decision pending suggested revisions.
- On December 3, 2018, City Council reconsidered the proposed zoning amendment and tentatively approved a revised concept plan with 20 single family units, and directed the staff and the applicant to work on the PRO agreement.
- On February 11, 2019, City Council approved the PRO Agreement and Concept Plan.
- On April 17, 2019, Planning Commission approved the Preliminary Site Plan with Site Condominium, Wetland Permit, Woodland Permit, and Storm Water Management Plan.
- The Final Stamping Set was granted administrative approval on September 6, 2019.

ORDINANCE REQUIREMENTS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other applicable provisions of the Zoning Ordinance. **Please see the attached charts for information pertaining to ordinance requirements.** Items in **bold** below must be addressed and incorporated as part of the stamping set submittal.

1. Garage Setback: One of the conditions of the PRO Agreement states "All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch." **It is this condition of the ordinance that the applicant requests to strike from the agreement.**
2. Driveway Parking: A deviation was granted to allow the homes on the west side of Old Novi Road to have a front yard building setback of only 6 feet, but combined with the 15' private use easement of the right-of-way, there would be a minimum of 21 feet of driveway that could be utilized for parking in front of the garages without encroaching on the sidewalk. On the west side of Old Novi Road, homes are required to be set back a minimum of 20 feet, which would allow driveway parking without encroaching on the sidewalk in the Right-of-way. The required 5 foot setback of the garage from the front porch was proposed for aesthetics, with the thought that the front porches proposed by the applicant would help support the cottage-home type atmosphere for the existing neighborhood in the area, with the garage being de-emphasized.
3. Unit Model Dimensions: The applicant has provided a plan sheet that shows the new model layouts overlaying the setback requirements of each lot in order to demonstrate which units would fit on each lot within the approved minimum setbacks. All of the new units appear to be compatible with the lots on the west side of Old Novi Road (Units 1-10), which are each at least 55 feet in width. The lots east of Old Novi Road, Units 11-20, are generally narrower (ranging from 51 to 56 feet), and therefore are more constrained. Models 2632 and 2860 are 39 feet wide and therefore do not fit on Units 11-17 as the minimum total side yard setback requires 13-15 feet. Units 19 and 20 have a shorter depth, which also constrains the length of unit that can fit on the site. See table below for detailed lot dimensions and where the new building models can be built. Shaded lots indicate where homes are already built/under construction.

Lakeview Lot Dimensions							New Building Models Proposed				
Lot Number	Length	Width	Total Front/Back Setbacks	Total Side Setbacks	Building envelope length	Building envelope width	1915	2324	2632	2860	3311
1	100	60.34	31	15	69	45.34	x	x	x	x	x
2	100	55.34	31	15	69	40.34	x	x	x	x	x
3	100	55.33	31	15	69	40.33	x	x	x	x	x
4	76.09	63.92	26	15	50.09	48.92	x	x	x		
5	76.09	65.34	26	15	50.09	50.34	x	x	x		
6	100	55.36	31	15	69	40.36	x	x	x	x	x
7	100	55.34	31	15	69	40.34	x	x	x	x	x
8	100	55.34	31	13	69	42.34	x	x	x	x	x
9	100	55.3	31	13	69	42.3	x	x	x	x	x
10	100	64.24	31	17.9	69	46.34	x	x	x	x	x
11	121.99	51.83	55	13	66.99	38.83	x	x			
12	122	51	55	13	67	38	x	x			
13	122	51	55	13	67	38	x	x			

14	122	53.81	55	15	67	38.81	x	x			
15	123.44	53.62	55	15	68.44	38.62	x	x			
16	123.44	51.6	55	13	68.44	38.6	x	x			
17	123.44	51.6	55	13	68.44	38.6	x	x			
18	123.44	53.3	55	13	68.44	40.3	x	x		x	x
19	101	54.1	45	13	56	41.1	x	x		x	x
20	100.99	56.02	45	15	55.99	41.02	x	x			x

4. Building Materials: The applicant indicates the building materials will be consistent with the exterior building material package options that were included in the original PRO Agreement. Each home will be reviewed for conformance with material and similar/dissimilar requirements at the time of plot plan/building permit submittal.

MAJOR CONDITIONS OF PLANNED REZONING OVERLAY AGREEMENT

Some selected conditions that are part of the PRO Agreement are included below. Please refer to the PRO agreement for other details.

1. The use of the Land will be for 20 single-family dwellings the standards spelled out in the Agreement and shown in the PRO Plan, including but not limited to the minimum architectural and façade standards depicted in the PRO Plan. **Overall site plan approved. Individual lots reviewed for conformance with plot plan submittals.**
2. Developer, at the time of final site plan submittal, shall execute a use easements, or license agreements, extending into the Old Novi Road Right-of-Way for the parcels along the west and east side of the road for the purpose of providing front and side yard space for the dwellings, including landscaping features and decorative fences to be maintained by the homeowners. **This has been completed.**
3. Additional buffer screening, including fence, must be provided for existing residences on the adjacent property along the western property boundary. If a two-story home is to be built, evergreen trees shall also be provided to buffer the existing residences. **The fence has been installed. Evergreen trees have yet to be planted on lots with ongoing home construction.**
4. In lieu of the required berm between commercial and residential uses, Developer shall provide alternate screening on both sides of Old Novi Road in the form of a fence or wall and/or landscaping to be approved by the City's landscape architect at the time of final site plan approval. Consideration shall be given to limiting noise and visual impacts for the residents, as well as impacts to wetlands and buffer areas. The screening shall be installed within 8 months of issuance of a grading permit for the Development. **The fence has been installed.**
5. Developer shall work with the City to design and erect an historical marker denoting the site of Cornelius Austin's home and significance to the local history, in a size and scale similar to those in nearby Pavilion Shore Park. **This has been provided and installed.**
6. Developer shall provide the pedestrian elements along the east side of Old Novi Road, including a seating feature and landscaping. **This has been constructed.**
7. Applicant shall submit Wetland and Woodland Conservation Easements for any areas of remaining wetland and replacement trees. **This has been accepted by the City and recorded.**

ORDINANCE DEVIATIONS

The following deviations from the standards of the zoning ordinance are hereby authorized pursuant to §7.13.D.i.c (2) of the City's Zoning Ordinance.

- a. Planning Deviations for Single-Family (R-4 standards), Section 3.1.5.D of the Zoning Ordinance, because the type of development recommended by the Master Plan would not be achieved with the required standards and many of the deviations are similar to the existing homes in the area:
 - i. Reduction of minimum lot area by 4,604 square feet (10,000 square feet required, 5,396 square feet provided);
 - ii. Reduction of minimum lot frontage by up to 29 feet (80 feet required, 51 to 65 feet provided);
 - iii. Reduction of the minimum required building front yard setback by up to 24 feet (Required 30 feet, provided 6 to 20 feet);
 - iv. Reduction of the minimum required building side yard setback by 5 feet (Required 10 feet, provided 5 feet);
 - v. Reduction of the minimum required building side yard total setback by up to 12 feet (Required 25 feet, provided 13 to 23 feet);
 - vi. Reduction of the minimum required building rear yard setback by 15 feet (Required 35 feet, provided 20 feet);
 - vii. Reduction of the minimum required exterior side yard building setback by 25 feet (Required 30 feet, provided 5 feet);
 - viii. Exceeding the maximum lot coverage percentage by 20% (25% allowed, 45% provided); and
- b. City Council variance from Sec. 11-94(a)(2) of the Code of Ordinances for deviation for the width of storm sewer easements (10 feet requested, 20 feet required);
- c. Engineering deviation from Chapter 7.4.2(C)(3) of Engineering Design Manual for the distance between the sidewalk and curb to a minimum of 10 feet on the west side of Old Novi Road to create more usable area in the right-of-way while ensuring pedestrian safety;
- d. Engineering deviation from Chapter 7.4.2(C)(3) of Engineering Design Manual for the distance between the sidewalk and curb to a minimum of 9 feet on the east side of Old Novi Road between Linhart and Wainwright Streets only, adjacent to the on street parking spaces, to create more usable area in the right-of-way and provide sidewalk adjacent to the on-street parking spaces;
- e. Traffic deviation from Sec. 11-216 of the Code of Ordinances for driveway width of 10 feet (16 feet standard) which is within the acceptable range and may be granted administratively;
- f. Landscape deviation from Sec. 5.5.3.B.ii and iii of the Zoning Ordinance for no screening berm provided between the B-3 commercial district and the residential properties to the south on both sides of Old Novi Road (6-8 feet tall landscaped berm required, 0 feet provided) with alternative screening with fence/wall and/or landscaping to be provided (as noted in the PRO Conditions, 3.J, above);
- g. Landscape deviation from Sec. 5.5.3.E.i.c and 5.5.3.E.ii of the Zoning Ordinance for street trees located in front yards of single-family homes on Wainwright and Linhart, rather than within the right-of-way due to the presence of utilities;
- h. For the landscaping and decorative fences located within the right-of-way:
 - i. A landscape waiver for the location of greenbelt trees within the right-of-way;

- ii. A use easement, right-of-way permit, or license agreement, or other agreement in a form and manner as determined by the City Attorney, for use of a portion of the right-of-way on the west and east side of Old Novi Road as a yard area to be maintained by the Association; provided that the Association may require the individual owners to conduct such maintenance in the first instance, with the Association being ultimately responsible to the City under the Master Deed.

SUMMARY OF REVIEWS

- a. **Facade Review:** Façade review recommends approval. Single family homes are reviewed for conformance when Building Permits are reviewed.

NEXT STEP: PLANNING COMMISSION PUBLIC HEARING

All reviews are recommending approval of the PRO Amendment. **This item is scheduled to go before the Planning Commission for public hearing on June 23, 2021 at 7:00 p.m. Planning Commission will make a recommendation to City Council. Staff reserves the right to make additional comments based on additional information received throughout the process.**

CITY COUNCIL CONSIDERATION

Once the Planning Commission makes a recommendation, this item will be scheduled to go before City Council for tentative approval. If tentative approval is granted, Council will direct the City Attorney to draft the Amendment to the PRO Agreement. This document will then be brought back to City Council for final approval.

CHAPTER 26.5

Chapter 26.5 of the City of Novi Code of Ordinances generally requires all projects be completed within two years of the issuance of any starting permit. Please contact Sarah Marchioni at 248-347-0430 for additional information on starting permits. The applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.347.0484 or lbell@cityofnovi.org.



Lindsay Bell, AICP – Senior Planner

FAÇADE REVIEW



June 7, 2021

City of Novi Planning Department
45175 W. 10 Mile Rd.
Novi, MI 48375-3024

Attn: Ms. Barb McBeth – Director of Community Development

Re: **FACADE ORDINANCE – PRO Conceptual Plan**
Lakeview Detached Residences, JSP18-0016
Façade Region: 1, Zoning District: R-4 & B-3

Dear Ms. McBeth:

The following is the Facade Review for the above referenced project based on the drawings provided by Robertson Brothers Homes with cover letter dated 5/10/21. This application consists of the introduction of 5 new models into the PRO Agreement. Each new model has 4 alternate elevations.

Similar Dissimilar Ordinance Section 3.7 (Detached Units) – The single family units will be subject to the Similar Dissimilar Ordinance (Section 3.7). This Ordinance requires a variation in appearance in the front elevations of adjacent homes (Sec.3.7.2), and requires that homes within the larger development be consistent in design quality based on certain criteria; size (square footage), types of material, and overall architectural design character (Sec. 3.7.1). Together with the new plans, there will be approximately 9 models with a total of 32 front elevations. Based on our experience on similar projects we believe that compliance with the Similar / Dissimilar Ordinance can readily be achieved assuming approximately equal distribution of these models and elevations.

Planned Rezoning Overlay Ordinance (PRO) Section 7.13 (Townhomes & Detached Units) – The existing PRO Agreement requires that the garages be set back a minimum of 5' from the front porches. Four out of the 5 new models do not meet this requirement. All of the proposed new models exhibit well defined front entrances, decorative columns, shutters with multiple gables and have brick or stone extending up to the second floor belt-line on the front elevations. Based on this, the proposed new models appear to be generally equal or greater in architectural quality as compared to the previously approved models.

It should be noted that this review is for the architectural quality only and does not take into consideration other factors that may be affected by the garage offset, such as the adequate length of driveway parking.

The drawings provided lacked notations as to the proposed materials. The renderings indicate a variety of types of siding including shake, horizontal and vertical batten. Brick and / or stone is indicated extending up to the second floor beltline on all front elevations. It should be noted that the construction drawings submitted at the time of Building Permit application must be consistent with the approved renderings, in all respects.

Sincerely,
DRN & Associates, Architects PC

A handwritten signature in black ink, appearing to read "Douglas R. Necci". The signature is fluid and cursive, with a large initial "D" and "N".

Douglas R. Necci, AIA

APPLICANT STATEMENT



May 10, 2021

City of Novi
Planning Department

Re: PRO Agreement Amendment Narrative
Lakeview Community
Novi, MI

Robertson Brothers Homes respectfully submits for an amendment to the PRO Agreement for our Lakeview community. Robertson has been working with City staff to prepare plans that will provide for additional options and more attractive elevations for homebuyers. The specific provision we are asking to be removed is Condition 3(k) which reads: "All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch." The original intent of this provision was to utilize the existing home series from our Wixom community. Since that time, we have developed a superior plan series designed by the well-respected TK Design organization. This new plan series offers a better street presence, which has already been approved by the City's façade consultant. For clarification, the five-foot setback from the garage was a self-imposed condition, as our plan series at the time provided for the design. This condition is not a City of Novi ordinance.

On April 17, 2019 the Planning Commission approved the Preliminary Site Plan, and we currently have 7 sold homes with one already closed. We would like to introduce a new plan series which will use the same quality materials that have already been approved. The new plans in fact have considerably more brick and stone in the facades than the current plan series, which creates a much more attractive and diverse streetscape. Additionally, the roof lines have been varied and the overall elevations are richer and more detailed in design. The new plans will fit on the 10 lots west of Old Novi Road, but due to width, only the new 1915 and 2324 plans will be able to fit on the lots east of Old Novi Road. With approval of the new plan series, buyers will have options for these specific home site, where currently only the Charleston plan will only fit on the lots. We plan on still offering the Wixom series in conjunction with the new plan series.

Our request will create a more aesthetically pleasing community and simultaneously provide for more options for homebuyers looking to build in Lakeview. Robertson Brothers Homes is pleased to present these new plans to the City and requests the modification to the PRO Agreement accordingly.

Current Approved Colonial Style Plan Series



Proposed Colonial Style Plan Series



RB ROBERTSON BROTHERS HOMES



PLAN #2632



PLAN #2860



PLAN #3311



Please let me know if any additional information is required at this time.

Respectfully,

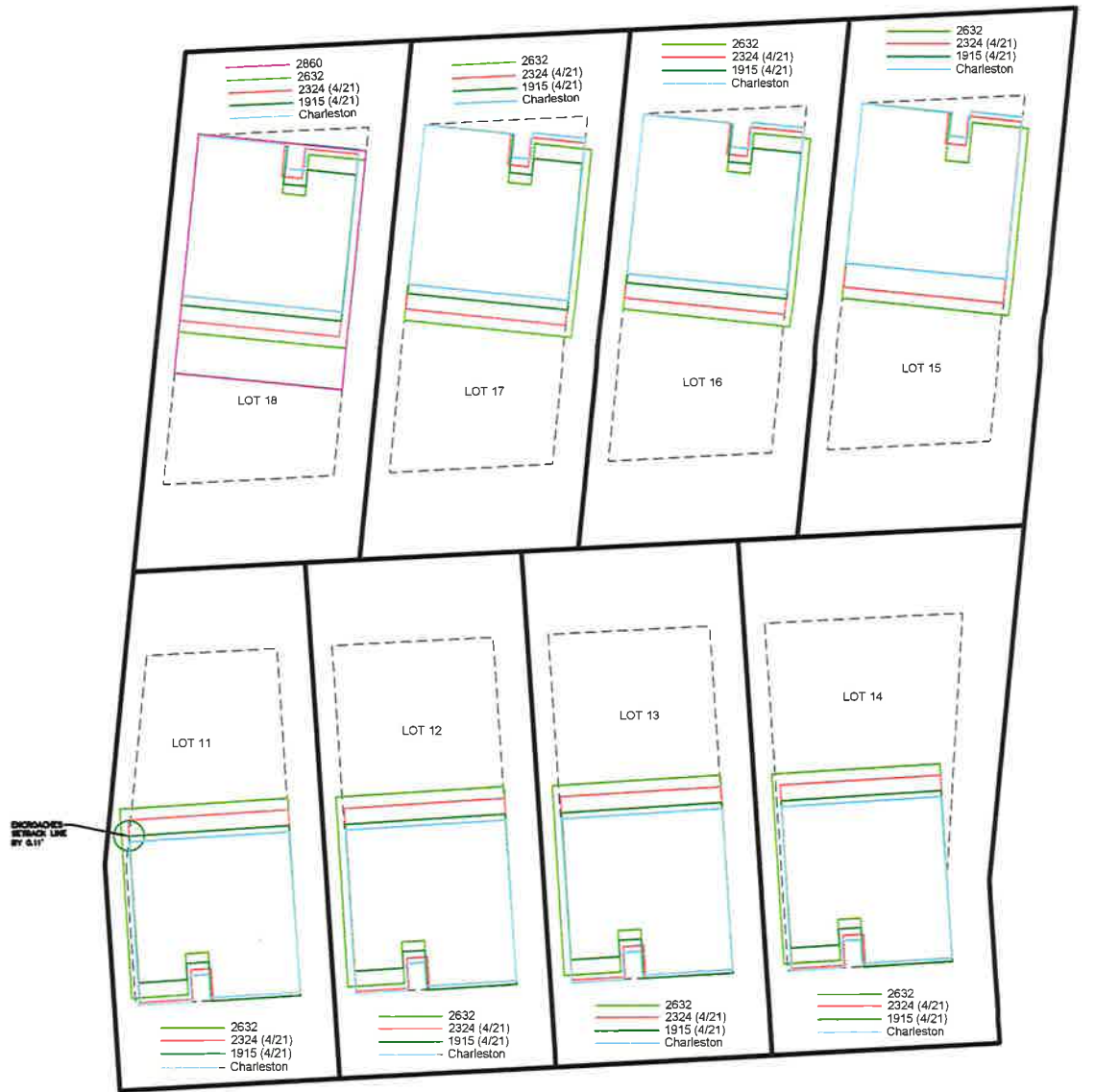
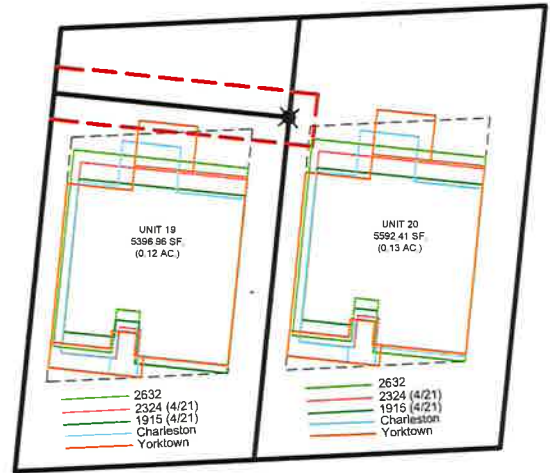
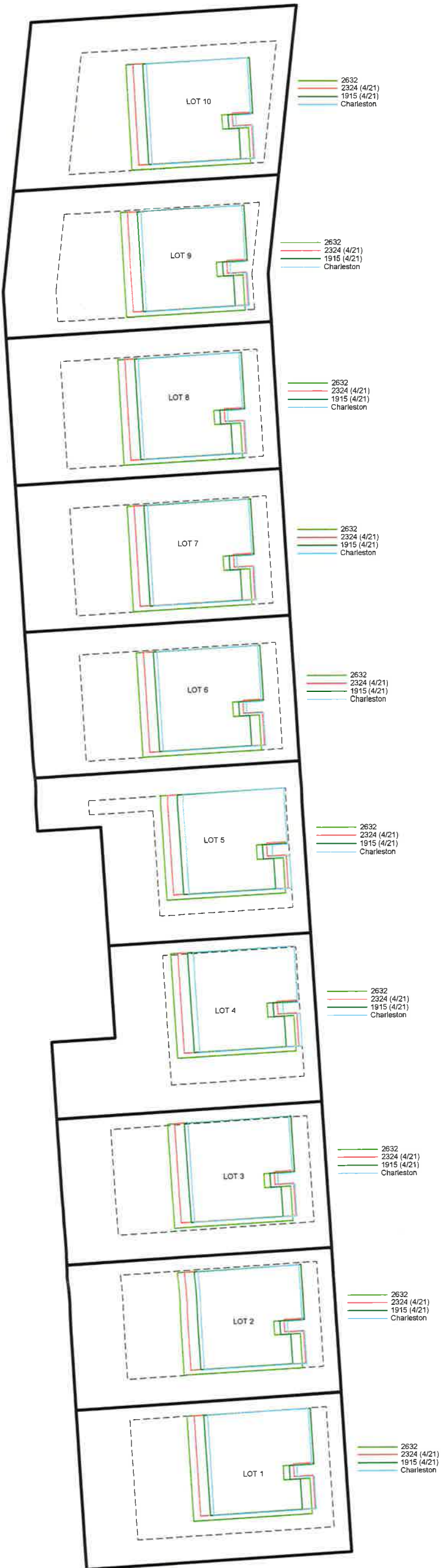
Tim Loughrin | Director of Land Acquisition and Development

Robertson Brothers Homes

6905 Telegraph Rd, Suite 200, Bloomfield Hills, MI 48301

Direct Dial: 248.282.1428 | Mobile: 248.752.7402

tloughrin@robertsonhomes.com



PRO AGREEMENT

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2019 APR -8 AM 11:12

CITY OF NOVI
CITY CLERK'S OFFICE

2019 APR 26 A 10:42

54830
LIBER 52720 PAGE 190
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
04/10/2019 09:30:13 A.M. RECEIPT# 35615
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

PLANNED REZONING OVERLAY (PRO) AGREEMENT
LAKEVIEW

AGREEMENT, by and between **Robertson Lakeview, LLC**, a Michigan limited liability company, whose address is 6905 Telegraph Rd Ste. 200, Bloomfield Hills, MI 48301 (referred to as "**Developer**"); and the **CITY OF NOVI**, 45175 Ten Mile Road, Novi, MI 48375-3024 ("**City**").

RECITATIONS:

- A. Developer is the prospective purchaser and developer of a 3.15-acre parcel of property on the west and east side of Old Novi Road south of Thirteen Mile Road, herein known as the "Land" described on **Exhibit A**, attached and incorporated herein.
- B. The Land is currently owned by Mark Robbins (22-10-231-021, 22-10-231-006, 22-10-231-020, 22-10-231-025, 22-10-231-026, and 22-10-231-027), Carl Helwig Trust (22-11-101-002), and Real Value LLC (22-11-103-001, 22-11-103-002, 22-11-103-020, 22-11-103-005, 22-11-103-006, 22-11-103-007, 22-11-103-008, and 22-11-103-009), (the "Owners"). The Owners have consented to Developer's application for rezoning and to the terms and conditions of this Agreement and its recording at the Oakland County Register of Deeds.
- C. For purposes of the development of 20 single-family, for-sale residential homes at an overall density of 6.4 dwelling units per acre, Developer petitioned the City for an amendment of the Zoning Ordinance, as amended, so as to reclassify the Land from R-4 (One-Family Residential) and B-3 (General Business) to RM-2 (High-Density Multi-Family Residential) utilizing the City's Planned Rezoning Overlay (PRO) option. The R-4 and B-3 classifications shall be referred to as the "**Existing classification**" and RM-2 shall be referred to as the "**Proposed Classification**."
- D. The Proposed Classification would provide Developer with certain material development options not available under the Existing Classification and would be a distinct and material benefit and advantage to Developer.
- E. The City has reviewed and approved Developer'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; has reviewed Developer's proposed PRO Plan (including building façade, elevations, and design), attached hereto and incorporated herein as **Exhibit B** (the "PRO Plan"), which 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

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improvements as shown; and has further reviewed both the proposed deviations from the strict terms of the City's land use ordinances and regulations and the proposed PRO Conditions offered or accepted by Developer and has determined that the proposed Conditions constitute an overall public benefit that outweighs the deviations, and that if the deviations were not granted, the denial would prohibit an enhancement of the development that would be in the public interest, and that approving the deviations would be consistent with the City Master Plan and compatible with the surrounding area.

- F. The City desires to ensure that all of the Land that is depicted on the PRO Plan is developed and/or re-developed in accordance with, and used for the purposes permitted by, the approved PRO Plan, the related documents and undertakings of Developer, and all applicable laws, ordinances, regulations, and standards. Developer desires to proceed with obtaining the site plan and engineering approval and the issuance of permits required to re-develop the Land in accordance with the approved PRO Plan. Set forth herein are the terms and conditions of the agreement between the City and Developer, which such agreement is to be recorded with the Register of Deeds for the County of Oakland following execution by the parties.
- G. In proposing the Proposed Classification to the City, Developer has expressed a firm and unalterable intent that Developer will develop and use the Land in conformance with the following undertakings by Developer, as well as the following forbearances by Developer (such undertakings and forbearances hereafter referred to as the "Undertakings"):
1. **Uses Permitted.** Developer shall develop and use the Land solely for a single-family detached residential condominium development not to exceed 20 dwelling units, at a maximum density of 6.4 dwelling units per acre, to the extent permitted under the Proposed Classification (the "Development"). Units may be combined, thereby reducing the overall dwelling units permitted to less than 20-units, provided that the dwelling proposed within the combined units is still in scale with the other dwellings in the Development and meet with the requirements of applicable City ordinances and the PRO Plan. Developer shall be responsible for all necessary and required site improvements for utilities (water, sewer, storm water). Developer shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.
 2. **Compliance with Applicable Laws and Regulations.** 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.

Some deviations from the provisions of the City's ordinances, rules, or regulations are depicted in the PRO Plan and are approved by virtue of this Agreement; however, except as to such specific deviations enumerated herein, Developer's right to develop the 20-unit residential Development 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, woodlands and wetlands permits, façade approval, landscape approval, and engineering plan approval, except as expressly provided in this Agreement. Architectural standards shall be subject to and in accordance with all applicable laws and ordinances; provided, however, that the architectural elevations and facades of the buildings as shown on the plans shall be the minimum standard for dwellings to be built, and any deviations from the elevations and facades depicted shall result in an equivalent or better product, as determined by the City's façade consultant.

3. **PRO Conditions.** The following conditions shall apply to the Land and/or be undertaken by Developer unless otherwise specified herein:
 - a. The use of the Land will be for single-family dwellings the standards spelled out in this Agreement and shown in the PRO Plan, including but not limited to the minimum architectural and façade standards depicted in the PRO Plan.
 - b. The maximum number of single-family units/dwellings shall be 20.
 - c. The maximum density of the development shall be 6.4 Dwelling Units Per Acre (DUA).
 - d. Developer shall establish a single condominium association for the development. The Master Deed and Bylaws for the condominium shall: prescribe the responsibilities of the homeowners association; set forth the manner, method, and timing of transferal of maintenance responsibilities for common areas and facilities to the association; provide a feasible method of funding maintenance activities, such as annual dues and/or assessments; and reserve rights to the City to enforce or undertake maintenance related to the common areas after notice and opportunity to cure is first provided to the association.

Developer shall be responsible for maintenance of open space areas, wetlands area, and storm drain improvements until Developer assigns and the association accepts such responsibilities to the association to be organized.

The restrictions and obligations set forth in the Master Deed and Bylaws shall be binding upon the owner(s) and the Land and shall run with the land described in this Agreement as the "Land." Each reference to "owner(s)" in this Section shall include the following: Developer, so long as Developer maintains any ownership interest in any portion of the Land and the Land has not been fully developed in accordance with the PRO Documents; and thereafter the Homeowners' Association established for the development.

The Master Deed and Bylaws shall include provisions obligating the Association to maintain and preserve the required landscaping (including required screening and street trees), open areas, storm drainage facilities and easements, wetlands, and any other private common elements and improvements for or within the development in good working order and appearance at all times and in accordance with the PRO Documents. The Master Deed shall also require the owners to maintain the screening fences within the development and all improvements within the use easement or license agreement, referenced below to be entered into with respect to the Old Novi Road right-of-way. The Master Deed may place the initial obligation for such maintenance of the individual owner(s), but the ultimate responsibility shall be the Association's, and the City's enforcement rights shall be against the Association.

References to the requirements and regulations applicable to the Land under the PRO Plan, PRO Conditions, and this Agreement shall also be included within the Master Deed for the development in a manner reviewed and approved by the City Attorney and Director of Community Development, including the City's enforcement rights as provided herein. The Master Deed and Bylaws shall be recorded at the Oakland County Register of Deeds at all times as a condition of this PRO.

- e. Developer, at the time of final site plan submittal, shall execute a use easement, right-of-way permit, or license agreement, in a form and manner determined by the City Attorney's Office, extending 15 feet into the Old Novi Road Right-of-Way for the parcels along the west side of the road for the purpose of providing front yard space for the dwellings, including landscaping features and decorative fences to be maintained by the homeowners with the Association having a right to undertake the work if an owner fails to do so, established in the Master Deed. Developer shall comply with all reasonable conditions set forth in the easement, license, or right-of-way permit, as required by the Engineering Division.
- f. Developer shall execute, at the time of final site plan submittal, a use easement, right-of-way permit, or license agreement, in a form and manner determined by the City Attorney's Office, extending 5 feet into the Old Novi Road Right-of-Way for parcels 11 and 18 along the east side of the road for the purpose of providing side yard space for the homes, including landscaping features to be maintained by the Homeowners' Association established in the Master Deed. Developer shall comply with all reasonable conditions set forth in the easement, license, or right-of-way permit as required by the Engineering Division.
- g. Developer, at the time of final site plan submittal, shall execute a use easement, right-of-way permit, or license agreement, in a form and manner determined by the City Attorney's Office, for the encroachment of the stormwater detention pond buffer into the Old Novi Road right-of-way, with a deviation granted for a reduction of up to 5 feet of the required 25 foot

stormwater pond buffer on the north, south, and east sides of the detention basin. Engineering Staff may at the time of Preliminary Site Plan review, allow further encroachment into the buffer if it determines that no adverse impact will occur. Developer shall comply with all reasonable conditions set forth in the easement, license, or right-of-way permit as required by the Engineering Division. Developer's rights and obligations therein will terminate when assigned to the homeowners' association.

- h. The wetland area on the northeast corner of the site shall be impacted only as permitted by MDEQ and City Wetland Permit, and the Master Deed shall provide for a conservation easement such that the wetlands, after having been mitigated, will not be disturbed.
- i. A 6-foot tall fence, as shown on the detail provided on Sheet L5 (or an approved comparable fence as determined by the City's Landscape Architect), shall be required between the new lots/units and all adjacent residential lots. If a fence exists between the lots/units on the Land an adjacent residential lot, then Developer shall permit it to remain. If no such fence currently exists, Developer will install such fencing. Additionally, evergreen trees, shall be installed to a sufficient height as a buffer to any proposed two-story residence to be built on units 1 through 7, to be located on the Land adjacent to an existing dwelling as determined by the City's Landscape Architect. The required height of such trees at the time of planting shall be determined by the City at the time of final site plan review. The fences shall be installed within 8 months of issuance of a grading permit for the Development.
- j. In lieu of the required berm between commercial and residential uses, Developer shall provide alternate screening on both sides of Old Novi Road in the form of a fence or wall and/or landscaping to be approved by the City's landscape architect at the time of final site plan approval. Consideration shall be given to limiting noise and visual impacts for the residents, as well as impacts to wetlands and buffer areas. The screening shall be installed within 8 months of issuance of a grading permit for the Development.
- k. All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch.
- l. Developer shall provide 10 on-street parking spaces along the east side of Old Novi Road, as shown on the PRO Plan.
- m. The sidewalk adjacent to the on-street parking spaces on the east side of Old Novi Road shall be 8-feet wide to accommodate encroachment of opening vehicle doors.
- n. Developer shall provide a 20-foot wide water main easement and 10-foot wide storm sewer easement to replace the 50-foot wide utility easement

currently located within the previously-vacated Erma Street. The City will vacate the utility easement being replaced before the commencement of the Development.

- o. City Council does not object to the Zoning Board of Appeals granting variances for the two lots fronting on Austin Drive that will be altered dimensionally when portions of the lots are combined and split to create new lots in the proposed development.
 - p. Developer shall work with the City to design and erect an historical marker denoting the site of Cornelius Austin's home and significance to the local history, in a size and scale similar to those in nearby Pavilion Shore Park. The City shall have the final determination as to the design and location of the marker, and Developer shall bear the full cost of fabricating and installing the sign in a manner approved by the City. The marker shall be installed following commencement of the Development as soon as reasonably practical without interfering with development and building within the area where the marker is to be located.
 - q. Developer shall provide the pedestrian elements along the east side of Old Novi Road, including a seating feature and landscaping, as shown on the PRO Plan (but not the bike repair station which is replaced with Developer installing the historic marker reference in sub-paragraph P above).
 - r. Developer shall include a provision in the Master Deed, in language acceptable to the City, indicating and acknowledging that the Land has no lake access or lake use rights with respect to Walled Lake by virtue of any adjacency or proximity to the lake or by virtue of any property rights theory such as dedication or easement. The Land and its occupants shall have no right of access to or use of the lake that differs from the rights (if any) of other members of the public.
 - s. Developer shall comply with the conditions listed in the staff and consultant review letters.
4. **Performance Guarantees.** The City shall require Developer to provide reasonable performance and financial guarantees for the completion of improvements, including, without limitation, right-of-way improvements, water mains, sanitary sewers, storm drains, and landscaping and tree-planting activities. 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, or surety bonds if permitted by the City in its discretion. 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.

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5. **City Authority.** Nothing in this Agreement shall prevent the City from exercising its regulatory and other authority with respect to the Land and the Development in a manner consistent with the PRO Plan and this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Developer Obligations.** Upon the proposed classification becoming final following entry into this Agreement:
 - a. The Land shall be developed only in accordance with the Undertakings, the PRO Plan, the PRO Conditions, the City of Novi Zoning Ordinance (as amended), the City of Novi Code of Ordinances (as amended), and this Agreement (which together may be referred to as the "PRO Documents");
 - b. Developer shall act in conformance with the Undertakings;
 - c. Developer shall forbear from acting in a manner inconsistent with the Undertakings; and
 - d. Developer shall commence and complete all actions necessary to carry out all of the Undertakings and the PRO Conditions and shall at all times comply with this Agreement.
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. Planning Deviations for Single-Family (R-4 standards), Section 3.1.5.D of the Zoning Ordinance, because the type of development recommended by the Master Plan would not be achieved with the required standards and many of the deviations are similar to the existing homes in the area:
 - i. Reduction of minimum lot area by 4,604 square feet (10,000 square feet required, 5,396 square feet provided);
 - ii. Reduction of minimum lot frontage by up to 29 feet (80 feet required, 51 to 65 feet provided);
 - iii. Reduction of the minimum required building front yard setback by up to 24 feet (Required 30 feet, provided 6 to 20 feet);
 - iv. Reduction of the minimum required building side yard setback by 5 feet (Required 10 feet, provided 5 feet);
 - v. Reduction of the minimum required building side yard total setback by up to 12 feet (Required 25 feet, provided 13 to 23 feet);
 - vi. Reduction of the minimum required building rear yard setback by 15 feet (Required 35 feet, provided 20 feet);
 - vii. Reduction of the minimum required exterior side yard building setback by 25 feet (Required 30 feet, provided 5 feet);
 - viii. Exceeding the maximum lot coverage percentage by 20% (25% allowed, 45% provided); and
 - b. City Council variance from Sec. 11-94(a)(2) of the Code of Ordinances for deviation for the width of storm sewer easements (10 feet requested, 20 feet required);

- c. Engineering deviation from Chapter 7.4.2(C)(3) of Engineering Design Manual for the distance between the sidewalk and curb to a minimum of 10 feet on the west side of Old Novi Road to create more usable area in the right-of-way while ensuring pedestrian safety;
 - d. Engineering deviation from Chapter 7.4.2(C)(3) of Engineering Design Manual for the distance between the sidewalk and curb to a minimum of 9 feet on the east side of Old Novi Road between Linhart and Wainwright Streets only, adjacent to the on street parking spaces, to create more usable area in the right-of-way and provide sidewalk adjacent to the on-street parking spaces;
 - e. Traffic deviation from Sec. 11-216 of the Code of Ordinances for driveway width of 10 feet (16 feet standard) which is within the acceptable range and may be granted administratively;
 - f. Landscape deviation from Sec. 5.5.3.B.ii and iii of the Zoning Ordinance for no screening berm provided between the B-3 commercial district and the residential properties to the south on both sides of Old Novi Road (6-8 feet tall landscaped berm required, 0 feet provided) with alternative screening with fence/wall and/or landscaping to be provided (as noted in the PRO Conditions, 3.J, above);
 - g. Landscape deviation from Sec. 5.5.3.E.i.c and 5.5.3.E.ii of the Zoning Ordinance for street trees located in front yards of single-family homes on Wainwright and Linhart, rather than within the right-of-way due to the presence of utilities;
 - h. For the landscaping and decorative fences located within the right-of-way:
 - i. A landscape waiver for the location of greenbelt trees within the right-of-way;
 - ii. A use easement, right-of-way permit, or license agreement, or other agreement in a form and manner as determined by the City Attorney, for use of a portion of the right-of-way on the west and east side of Old Novi Road as a yard area to be maintained by the Association; provided that the Association may require the individual owners to conduct such maintenance in the first instance, with the Association being ultimately responsible to the City under the Master Deed.
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 a 20-unit single-family detached residential development, as 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 can be approved administratively if the Zoning Ordinance 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

3/7/2019

(iii) result in reduced 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 preliminary site plans for individual units, 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. Except with respect to appeals from the applicable standards of the City's Sign Ordinance, and the two lots fronting on Austin Drive as set forth above, the Zoning Board of Appeals (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. Any substantial violation of the City Code by Developer and/or any successor owners or occupants with respect to the Land shall be deemed a breach of this Agreement, as well as a violation of the City Code.
- c. A breach of this Agreement shall constitute a nuisance *per se*, which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by Developer, 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 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 Developer 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, Developer shall not be in the breach hereunder if Developer 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 Developer 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 Developer 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.

3/7/2019

- f. The 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 right 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.
- i. This Agreement shall run with the land described herein as the Land and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City within 30 days of the last signature below. 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 "Developer " in this Agreement shall also include all heirs, successors, and assigns of Developer, and all future owners of any parcels created by the proposed land division.
- j. Developer has negotiated with the City the terms of the PRO Plan, PRO Conditions, and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the City. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PRO Plan and PRO Agreement, and Developer 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. Developer 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. Developer has offered and agreed to proceed with the Undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for Developer, all of which Undertakings and obligations Developer and 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 objective of the City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended.

Developer 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.

- k. Developer acknowledges that, at the time of the execution of this Agreement, Developer has not yet obtained final site plan or engineering approvals for the Project. Developer acknowledges that the Planning Commission and 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 such conditions shall not be inconsistent with the PRO Plan and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement and shall be enforceable against Developer.
- l. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the City.
- m. 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.
- n. 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.
- o. 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.
- p. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent 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 that 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 Amended PRO Plan and does not change or eliminate any development right authorized by the PRO Plan. In the event of a conflict or inconsistency between two or more provisions of the PRO Plan

3/7/2019

(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.

- q. Both parties acknowledge and agree that they have had the opportunity to have the PRO Plan, PRO Conditions, and this Agreement, reviewed by legal counsel.
- r. This Agreement may be signed in counterparts.

{Signatures begin on following page}

3/7/2019

DEVELOPER

Robertson Lakeview, LLC, a Michigan limited liability company

Robertson Brothers, Co, a Michigan corporation, Manager

By: _____



STATE OF MICHIGAN)

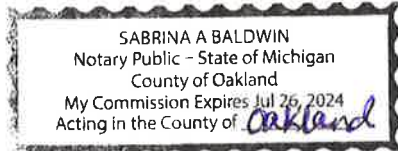
) ss

COUNTY OF OAKLAND)

On this 7 day of March, 2019, before me appeared James V. Clarke of Robertson Brothers, Co, a Michigan corporation, Manager of Robertson Lakeview, LLC, a Michigan limited liability company, on behalf of the corporation and company.

Sabrina A. Baldwin
Sabrina A. Baldwin Notary Public

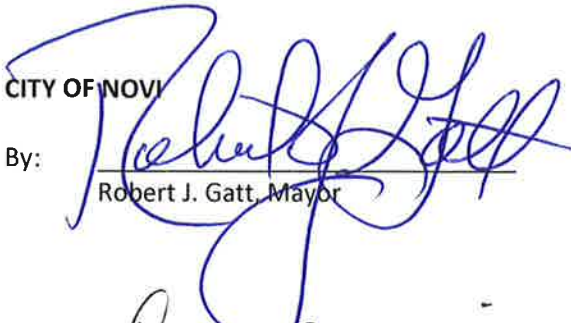
County
Acting in Oakland County
My commission expires: July 26, 2024




3/7/2019

CITY OF NOVI

By:


Robert J. Gatt, Mayor

By:


Dawn Spaulding, Deputy City Clerk

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

On this 18th day of MARCH, 2019, before me appeared Robert J. Gatt and Dawn Spaulding, 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

Acting in _____ County

My commission expires:

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

3/7/2019

CONSENT TO AGREEMENT

The undersigned Property Owner, Mark Robbins, whose address is 196 Jacole Dr, Milpitas, CA, joins in and consents to the execution and recording at the Oakland County Register of Deeds of the foregoing Agreement and agrees to be bound by, and the Property shall be subject to, the terms of the foregoing Agreement.

Dated: 3-18-19, 2019

M. Robbins
BY: MARK ROBBINS

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 18 day of March, 2019, before me appeared Mark Robbins, who states that he/she has signed this document of his/her own free will.

KATHERINE OPPERMANN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 5, 2024
ACTING IN COUNTY OF Oakland

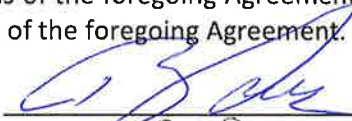
Katherine Oppermann
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: Sept. 5 2024

3/7/2019

CONSENT TO AGREEMENT

The undersigned Property Owner, Real Value, LLC ~~Mark Robbins~~, whose address is 1657 Hamlet Trce 48084 joins in and consents to the execution and recording at the Oakland County Register of Deeds of the foregoing Agreement and agrees to be bound by, and the Property shall be subject to, the terms of the foregoing Agreement.

Dated: 3/15/19, 2019


BY: BASHAR IMRAN

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 15th day of March, 2019, before me appeared Bashar Imran, who states that he/she has signed this document of his/her own free will.




Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: 3-2-23

3/7/2019

CONSENT TO AGREEMENT

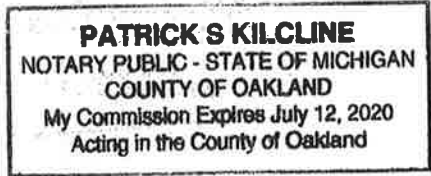
The undersigned, Property Owner, Carl Helwig Trust, whose address is 32900 GRAND RIVER #228, FAARINGTON, MI 48336, joins in and consents to the execution and recording at the Oakland County Register of Deeds of the foregoing Agreement and agrees to be bound by, and the Property shall be subject to, the terms of the foregoing Agreement.

Dated: 3/11, 2019

Lori Ann McGeachy
BY: TRUSTEE LORI ANN MCGEACHY

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 11 day of March, 2019, before me appeared Lori Ann McGeachy, who states that he/she has signed this document of his/her own free will. Trustee



[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 7-12-2020

Dated: _____, 2019

BY: TRUSTEE

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2019, before me appeared _____, who states that he/she has signed this document of his/her own free will.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

3/7/2019

CONSENT TO AGREEMENT

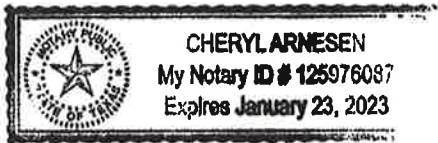
The undersigned Property Owner, Carl Helwig Trust, whose address is 5151 HOLLY TERRACE DR. HOUSTON TX 77056 joins in and consents to the execution and recording at the Oakland County Register of Deeds of the foregoing Agreement and agrees to be bound by, and the Property shall be subject to, the terms of the foregoing Agreement.

Dated: MARCH 3, 2019

Jeffrey C. Weiss
BY: TRUSTEE JEFFREY C. WEISS

TEXAS
STATE OF MICHIGAN)
HARRIS) ss
COUNTY OF OAKLAND)

On this 3TH day of MARCH, 2019, before me appeared JEFFREY C. WEISS, who states that he/she has signed this document of his/her own free will. TRUSTEE



gla
Notary Public
HARRIS County, Michigan TEXAS
Acting in HARRIS County, Michigan TEXAS
My Commission Expires: 1-23-2023

Dated: _____, 2019

BY: TRUSTEE

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ___ day of _____, 2019, before me appeared _____, who states that he/she has signed this document of his/her own free will.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

3/7/2019

CONSENT TO AGREEMENT

The undersigned Property Owner, Carl Helwig Trust, whose address is 8612 Sandy Crest Dr White Lake, Mi, joins in and consents to the execution and recording at the Oakland County Register of Deeds of the foregoing Agreement and agrees to be bound by, and the Property shall be subject to, the terms of the foregoing Agreement.

Dated: March 12, 2019

Debra Ann Frensley
BY: TRUSTEE DEBRA ANN FLENSLEY

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 12th day of March, 2019, before me appeared Debra Ann Frensley who states that he/she has signed this document of his/her own free will. TRUSTEE

Judya Merrill
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: August 7, 2024

Dated: March 12, 2019

BY: TRUSTEE

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 12th day of March, 2019, before me appeared Debra Ann Frensley who states that he/she has signed this document of his/her own free will.

Judya Merrill
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: August 7, 2024

JUDY ANN MERRILL
Notary Public - State of Michigan
County of Oakland
My Commission Expires Aug 7, 2024
Acting in the County of Oakland

3/7/2019

Dated: _____, 2019

BY: TRUSTEE

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2019, before me appeared _____, who states that he/she has signed this document of his/her own free will.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by:

Elizabeth Kudla Saarela
Johnson, Rosati, Schultz & Joppich
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-5627

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

EXHIBIT A

LEGAL DESCRIPTION - PARCEL A -

AS SURVEYED

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

LOTS 33 THROUGH 36, EXCEPT THE WEST 22.68 FEET THEREOF AND ALL OF LOTS 19 THROUGH 46, BOTH INCLUSIVE, ALSO 1/2 OF VACATED ERMA STREET ADJACENT TO LOT 19, OF SHAWOOD WALLED LAKE HEIGHTS SUBDIVISION, PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 46 OF PLATS, PAGE 48, OAKLAND COUNTY RECORDS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 46, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WIDE); THENCE S.89°57'30"W. 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 46; THENCE N.00°00'00"W. 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 37; THENCE N.89°57'30"E. 22.68 FEET; THENCE N.00°00'00"W. 80.00 FEET; THENCE S.89°57'30"W. 22.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 32; THENCE N.00°00'00"W. 203.95 FEET; THENCE N.09°23'48"E. 102.01 FEET TO A POINT ON THE CENTERLINE OF VACATED ERMA STREET (50' WIDE); THENCE N.89°42'23"E. 100.00 FEET ALONG SAID CENTERLINE OF VACATED ERMA STREET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID OLD NOVI ROAD; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: 1) S.09°23'48"W. 102.01 FEET AND 2) S.00°00'00"E. 484.39 FEET TO THE POINT OF BEGINNING.

CONTAINING: 56,658.30 SQ. FT. OR 1.301 ACRES

TAX ID NUMBERS: *Lots 19-28* 22-10-231-021, (PART OF) *Lot 29-32* 22-10-231-006, PART OF *Lots 35-36* 22-10-231-008, *Lots 33-34* 22-10-231-020, 22-10-231-025, 22-10-231-026 AND 22-10-231-027
Lots 37-39 *Lots 40-42* *Lots 43-46*

LEGAL DESCRIPTION - PARCEL B -

AS SURVEYED

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

LOTS 89 THROUGH 100, ALSO 1/2 OF VACATED ALLEY ADJACENT THERETO, OF HOWELL'S WALLED LAKE SUBDIVISION, PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 89, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WIDE) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WAINWRIGHT STREET (50' WIDE); THENCE S.89°51'55"E. 210.12 FEET TO A POINT ON THE CENTERLINE OF VACATED ALLEY (20' WIDE); THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID CENTERLINE OF VACATED ALLEY: 1) S.08°51'30"W. 207.78 FEET AND 2) S.00°36'17"E. 38.62 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LINHART STREET (50' WIDE); THENCE N.89°51'55"W. 207.65 FEET ALONG THE NORTH LINE OF SAID LINHART STREET TO THE SOUTHWEST CORNER OF SAID LOT 100, ALSO BEING A PONT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID OLD NOVI ROAD; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY LINE: 1) N.00°36'17"W. 53.45 FEET AND 2) N.08°51'30"E. 192.78 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

CONTAINING: 51,155.02 SQ. FT. OR 1.174 ACRES

TAX ID NUMBERS: *Lots 89-91* 22-11-103-001, *Lot 92* 22-11-103-002, *Lots 93-94* 22-11-103-020, *Lot 95* 22-11-103-005, *Lot 96* 22-11-103-006, 22-11-103-007, 22-11-103-008 AND 22-11-103-009
Lot 97 *Lot 98* *Lots 99-100*

LEGAL DESCRIPTION - PARCEL C -

AS SURVEYED

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

LOTS 36 THROUGH 42, BOTH INCLUSIVE, INCLUDING 1/2 OF THE VACATED ALLEY ADJACENT THERETO, HOWELL'S WALLED LAKE HEIGHTS SUBDIVISION, PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 42 OF PLATS, PAGE 36, OAKLAND COUNTY RECORDS, ALSO BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 42, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OLD NOVI ROAD (120' WIDE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF WAINWRIGHT STREET (50' WIDE); THENCE N.08°51'30"E. 143.45 FEET ALONG THE EASTERLY LINE OF SAID OLD NOVI ROAD TO THE NORTHWEST CORNER OF SAID LOT 36; THENCE S.89°51'55"E. 210.12 FEET TO A POINT ON THE CENTERLINE OF VACATED ALLEY (20' WIDE); THENCE S.08°51'30"W. 143.45 FEET ALONG THE CENTERLINE OF SAID VACATED ALLEY TO A POINT ON THE NORTHERLY LINE OF SAID WAINWRIGHT STREET; THENCE N89°51'55"W. 210.12 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

CONTAINING: 29,792.61 SQ. FT. OR 0.684 ACRES

TAX ID NUMBER: 22-11-101-002

Owner / Developer

ROBERTSON BROTHERS CO.
10000 GRAND RIVER ROAD
SUITE 200
BLOOMHILL HILLS, MI 48301
CONTACT
MR. TIM LOUGHRIN
PH: 248 252 1428
FAX: 248 252 1421

Civil Engineer

NOWAK & FRANKS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342
CONTACT
MR. BRAD W. BRICKELL, P.E.
11100 WOODWARD AVENUE
248 412 8257 FAX

Architect

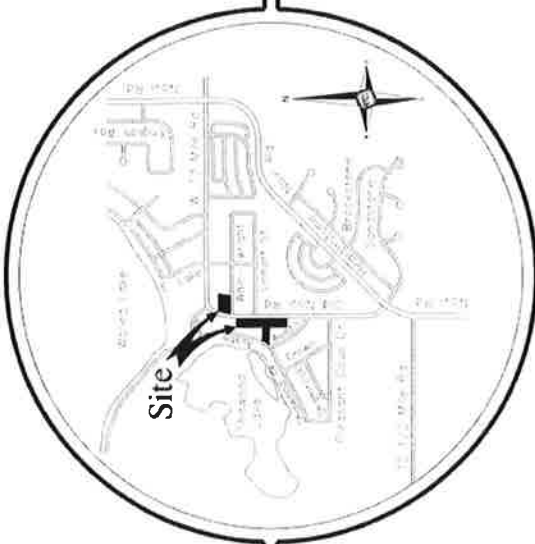
ALEXANDER V. BOGAERTS • ASSOCIATES, P.C.
2445 FRANKLIN ROAD
BLOOMFIELD HILLS, MI 48302
CONTACT
248 334 5000 PHONE

Landscape Architect

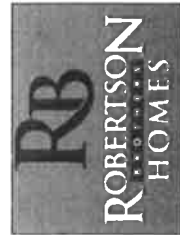
LAND DESIGN STUDIO
18184 W. THIRTEEN MILE RD., SUITE B-4
SOUTHFIELD, MI 48076
CONTACT
MR. TAD KREAR
248 594 3200 PHONE
248 230 4188 FAX

City of Novi, Oakland County, Michigan SITE PLAN PACKAGE DOCUMENTS Single Family Residential Project Prepared For Robertson Brothers Co.

PART OF THE NE 1/4 OF SECTION 10
AND PART OF THE NW 1/4 OF SECTION 11
T. 1N., R. 8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



Project Name
Lakeview



SHEET INDEX

- SP0 Cover Sheet
- SP1 PRO Concept Plan - West
- SP2 PRO Concept Plan - East
- SP3 Preliminary Grading & Utility Plan - West
- SP4 Preliminary Grading & Utility Plan - East
- SP5 Preliminary Grading & Utility Plan - East
- SP6 Storm Water Management Plan (SWMP)
- SP7 ALTIMETRICS Land Title / Topographic / Utility Map
- SP8-SP9 Tree Inventory, Tree Removals & Tree Let Plan
- SP10 Soil Boring Location Plans / Soil Boring Log
- L-1 Overall Landscape Plan
- L-2 Detention Pond Landscape Plan
- L-3 Tree Preservation Plan (Erat)
- L-4 Storm Water Management Plan (SWMP)
- L-5 Old Novi Rd. Easement / Details
- L-6 Landscape Details and Notes

REVISIONS

- 06-25-18 ISSUED FOR SITE PLAN REVIEW
- 07-10-18 ISSUED FOR CITY REVIEW
- 08-13-18 ISSUED FOR CITY REVIEW
- 11-08-18 ISSUED FOR CITY REVIEW
- 11-23-18 REVISED PER CITY REVIEW



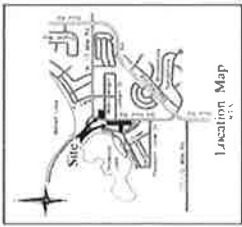
N & F JOB #1955



LEGAL DESCRIPTION - PARCEL A
AS SURVEYED
SECTION 10, T. 1N., R. 8E., S. 16W., CO. OF OAKLAND, MI.
... (Detailed legal description text) ...

LEGAL DESCRIPTION - PARCEL B
AS SURVEYED
SECTION 10, T. 1N., R. 8E., S. 16W., CO. OF OAKLAND, MI.
... (Detailed legal description text) ...

LEGAL DESCRIPTION - PARCEL C
AS SURVEYED
SECTION 10, T. 1N., R. 8E., S. 16W., CO. OF OAKLAND, MI.
... (Detailed legal description text) ...



RESIDENTIAL DEVELOPMENT NOTE
 THIS DEVELOPMENT IS SUBJECT TO THE CITY OF NOBLESVILLE ZONING ORDINANCE AND THE CITY ENGINEER'S REVIEW AND APPROVAL. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DEVELOPMENT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NOBLESVILLE AND THE STATE OF INDIANA.

STRIPING NOTE
 ALL STRIPING SHALL BE IN ACCORDANCE WITH THE CITY OF NOBLESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S APPROVAL AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

CURB NOTE
 ALL CURBS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF NOBLESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE CURBS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S APPROVAL AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

ADA NOTE
 ALL SIDEWALKS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF NOBLESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE SIDEWALKS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S APPROVAL AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

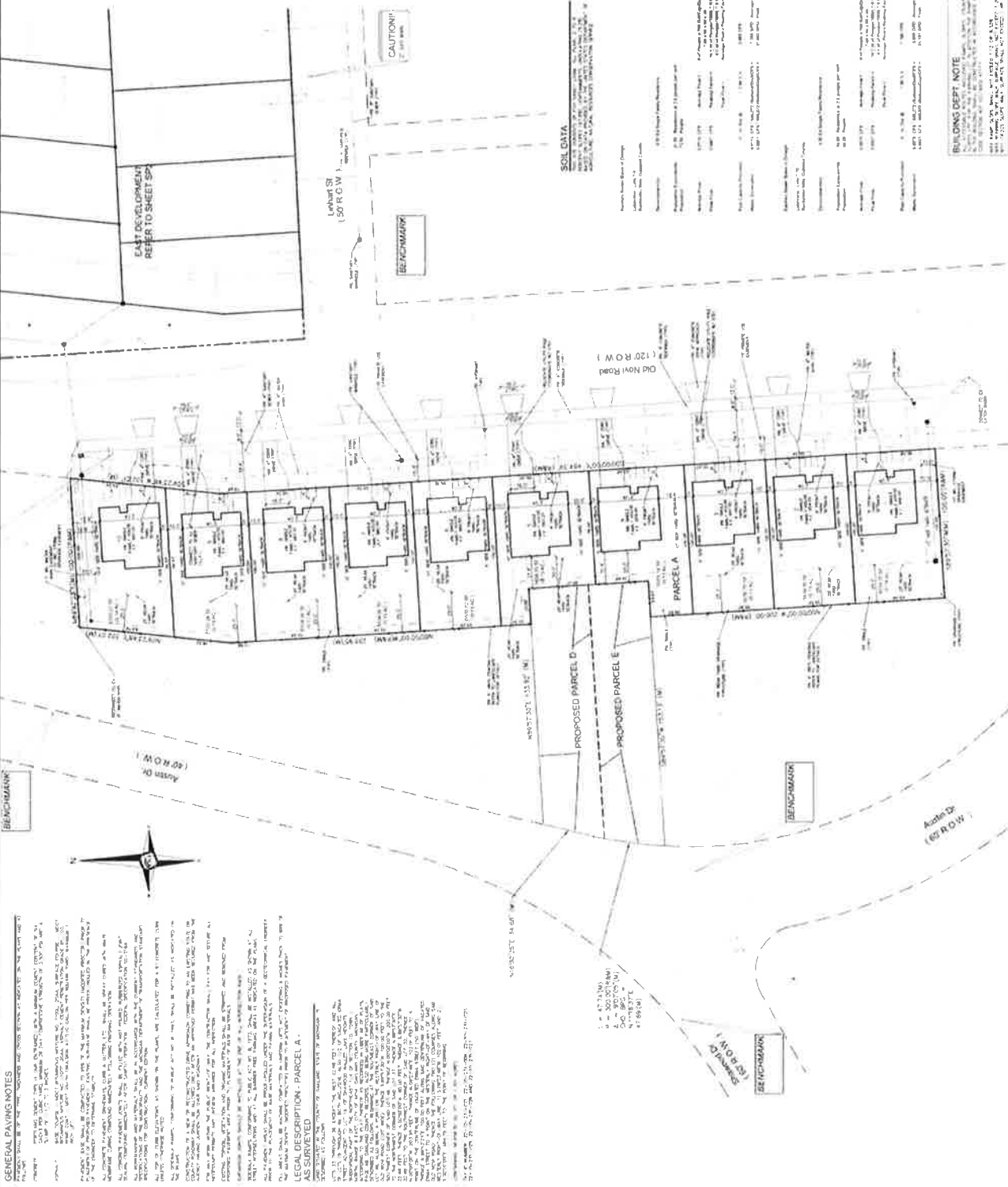
NOTES
 1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS SHALL BE TO THE FACE OF THE CURB UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS SHALL BE TO THE FACE OF THE SIDEWALK UNLESS OTHERWISE SPECIFIED.
 5. ALL DIMENSIONS SHALL BE TO THE FACE OF THE CURB OR SIDEWALK UNLESS OTHERWISE SPECIFIED.

PROJECT LOCATION
 Part of the NE 1/4 of Section 10 and Part of the Section 11, T.15N., R.4E., City of Noblesville, Oakland County, Michigan

CONTACT
 Contact: Tim Longbrin
 248.362.1428 - Phone
 248.362.1432 - Fax

PROJECT LOCATION
 Part of the NE 1/4 of Section 10 and Part of the Section 11, T.15N., R.4E., City of Noblesville, Oakland County, Michigan

PROJ. CONCEPT PLAN - WEST



GENERAL PAVING NOTES
 1. ALL PAVING SHALL BE IN ACCORDANCE WITH THE CITY OF NOBLESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.
 2. ALL PAVING SHALL BE TO THE FACE OF THE CURB UNLESS OTHERWISE SPECIFIED.
 3. ALL PAVING SHALL BE TO THE FACE OF THE SIDEWALK UNLESS OTHERWISE SPECIFIED.
 4. ALL PAVING SHALL BE TO THE FACE OF THE CURB OR SIDEWALK UNLESS OTHERWISE SPECIFIED.

LEGAL DESCRIPTION - PARCEL A
 PARCEL A: 0.15 ACRES, MORE OR LESS, BEING THE SOUTHWEST CORNER OF THE SECTION 10, T.15N., R.4E., CITY OF NOBLESVILLE, OAKLAND COUNTY, MICHIGAN.

AS SURVEYED
 THIS SURVEY WAS MADE BY THE ENGINEER AND THE SURVEYOR ON THE DATE INDICATED ABOVE. THE SURVEY WAS MADE IN ACCORDANCE WITH THE CITY OF NOBLESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.

SOIL DATA
 SOIL DATA: THE SOILS IN THIS AREA ARE CLASSIFIED AS A-1 (SAND) AND A-2 (SAND). THE SOILS ARE WELL SORTED AND HAVE A LOW PLASTICITY INDEX.

PAVING LEGEND
 PAVING LEGEND: ALL PAVING SHALL BE IN ACCORDANCE WITH THE CITY OF NOBLESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.

LEGEND
 LEGEND: ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.

BUILDING DEPT. NOTE
 BUILDING DEPT. NOTE: THIS DEVELOPMENT IS SUBJECT TO THE CITY OF NOBLESVILLE ZONING ORDINANCE AND THE CITY ENGINEER'S REVIEW AND APPROVAL.

RESIDENTIAL DEVELOPMENT NOTE
 THIS DEVELOPMENT IS SUBJECT TO THE CITY OF NOBLESVILLE ZONING ORDINANCE AND THE CITY ENGINEER'S REVIEW AND APPROVAL.

STRIPING NOTE
 ALL STRIPING SHALL BE IN ACCORDANCE WITH THE CITY OF NOBLESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.

CURB NOTE
 ALL CURBS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF NOBLESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.

ADA NOTE
 ALL SIDEWALKS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF NOBLESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.

NOTES
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PROJECT LOCATION
 Part of the NE 1/4 of Section 10 and Part of the Section 11, T.15N., R.4E., City of Noblesville, Oakland County, Michigan

PROJ. CONCEPT PLAN - WEST

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PROJECT LOCATION
 Part of the NE 1/4 of Section 10 and Part of the Section 11, T.15N., R.4E., City of Noblesville, Oakland County, Michigan

PROJ. CONCEPT PLAN - WEST

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PROJECT LOCATION
 Part of the NE 1/4 of Section 10 and Part of the Section 11, T.15N., R.4E., City of Noblesville, Oakland County, Michigan

PROJ. CONCEPT PLAN - WEST

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PROJECT LOCATION
 Part of the NE 1/4 of Section 10 and Part of the Section 11, T.15N., R.4E., City of Noblesville, Oakland County, Michigan

PROJ. CONCEPT PLAN - WEST

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ADA NOTE
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NOTES
 1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.

PROJECT LOCATION
 Part of the NE 1/4 of Section 10 and Part of the Section 11, T.15N., R.4E., City of Noblesville, Oakland County, Michigan

PROJ. CONCEPT PLAN - WEST

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CURB NOTE
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ADA NOTE
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NOTES
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PROJECT LOCATION
 Part of the NE 1/4 of Section 10 and Part of the Section 11, T.15N., R.4E., City of Noblesville, Oakland County, Michigan

PROJ. CONCEPT PLAN - WEST

RESIDENTIAL DEVELOPMENT NOTE
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PROJECT LOCATION
 Part of the NE 1/4 of Section 10 and Part of the Section 11, T.15N., R.4E., City of Noblesville, Oakland County, Michigan

PROJ. CONCEPT PLAN - WEST

ZONING LEGEND

	SINGLE-FAMILY RESIDENTIAL
	GENERAL BUSINESS
	SINGLE-FAMILY RESIDENTIAL
	PROFESSIONAL OFFICE
	MEDIUM-DENSITY RESIDENTIAL

DATE: 09/27/2017



PROJECT
 Single-Family Development

CLIENT
 Robinson Brothers Homes
 6605 Telegraph Road,
 Suite 200
 Bloomfield Hills, MI 48301

Contact: Tim Loughlin
 248.262.1426 - Phone
 248.262.1437 - FAX

PROJECT LOCATION
 East on the NE 1/4 of
 Section 10 east part of the
 NW 1/4 of Section 11
 Township 37N, Range 11E,
 County 27W,
 Oklahoma County, Oklahoma

DATE
 09/27/2017



NOTES
 1. THIS PLAN IS A PRELIMINARY PLAN.
 2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION.
 4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEY INFORMATION.
 5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL INFORMATION.

APPROVED BY
 M. Devoz
 R. Brockel
 R. Brockel
 R. Brockel

DATE: September 27, 2017
 SCALE: 1" = 150'

DATE PLOTTED: 09/27/2017
 11:55 AM

PROJECT NO.
 17055

DATE
 09/27/2017

SCALE
 1" = 150'

PROJECT NO.
 17055

DATE
 09/27/2017





PROJECT:
 Location:
 Single-Family Development

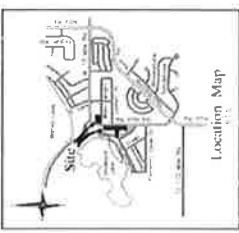
OWNER:
 Robertson Brothers Homes
 6845 Telegraph Road,
 Suite 200
 Bloomfield Hills, MI 48301
 Contact: Tim Longhini
 248.282.1428 - Phone
 248.282.1432 - Fax

PROJECT LOCATION:
 Part of the SE 1/4
 of Section 19 and Part of the
 NW 1/4 of Section 11
 T. 15 N., R. 4 E.,
 Oakland County, Michigan
 City of Novi
 Preliminary Grading &
 Utility Plan - West



REVISIONS:
 10-24-17 PRELIMINARY SETTING
 10-24-17 REVISION TO SETTING
 10-24-17 REVISION TO SETTING
 10-24-17 REVISION TO SETTING
 10-24-17 REVISION TO SETTING

DATE: 10/24/17
 DRAWN BY: B. BROOKER
 CHECKED BY: B. BROOKER
 APPROVED BY: B. BROOKER
 DATE: 10/24/17
 SCALE: 1" = 30'
 SHEET NO. 10/24/17
 PROJECT NO. 10/24/17



BUILDING DEPT. NOTE
 THIS PLAN HAS BEEN REVIEWED AND APPROVED FOR THE CITY OF NOVI. THE CITY ENGINEER'S OFFICE HAS REVIEWED THE PLAN FOR CONFORMANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS. THE CITY ENGINEER'S OFFICE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED ON THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY ENGINEER'S OFFICE.



LIGHTING NOTE
 ALL LIGHTING FIXTURES SHALL BE IN ACCORDANCE WITH THE CITY OF NOVI LIGHTING SPECIFICATIONS.

STRIPING NOTE
 ALL STRIPING SHALL BE IN ACCORDANCE WITH THE CITY OF NOVI STRIPING SPECIFICATIONS.

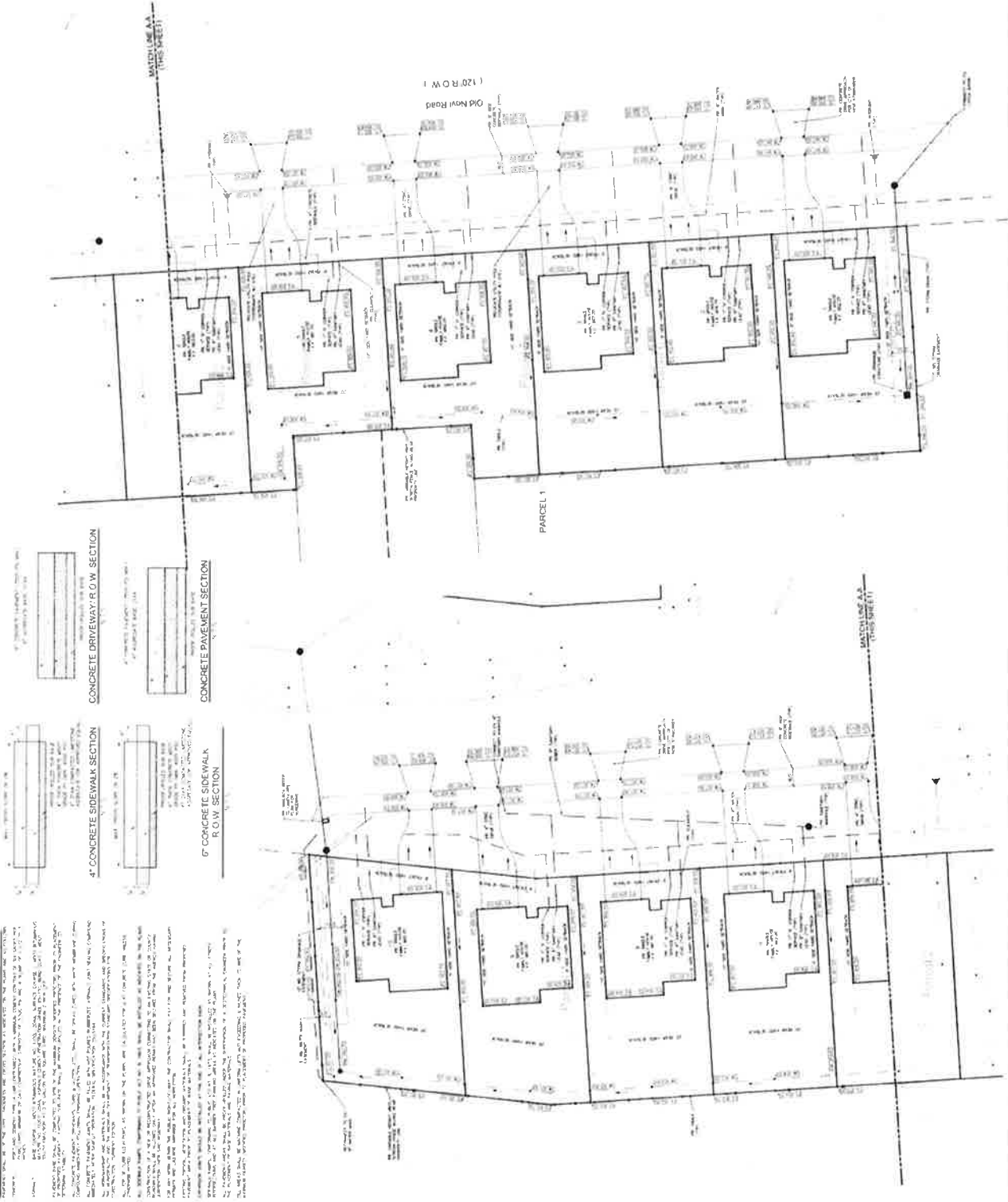
CURB NOTE
 ALL CURBS SHALL BE IN ACCORDANCE WITH THE CITY OF NOVI CURB SPECIFICATIONS.

ADA NOTE
 ALL ADA COMPLIANCE SHALL BE IN ACCORDANCE WITH THE CITY OF NOVI ADA SPECIFICATIONS.

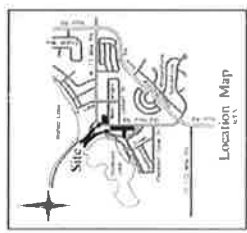
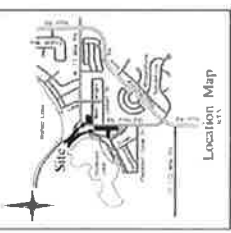
NOTES
 1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.

PAVING LEGEND
 1. ASPHALT PAVEMENT
 2. CONCRETE PAVEMENT
 3. GRANULAR FILL

LEGEND
 1. DRIVEWAY
 2. SIDEWALK
 3. CURB
 4. STRIPING
 5. LIGHTING FIXTURE
 6. UTILITY LINE
 7. ERECTION MARKER
 8. ERECTION POINT
 9. ERECTION POINT
 10. ERECTION POINT
 11. ERECTION POINT
 12. ERECTION POINT
 13. ERECTION POINT
 14. ERECTION POINT
 15. ERECTION POINT
 16. ERECTION POINT
 17. ERECTION POINT
 18. ERECTION POINT
 19. ERECTION POINT
 20. ERECTION POINT



GENERAL PAVING NOTES
 1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
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 3. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.
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 19. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.



PROJECT
 Lakeside
 Single-Family Development

CLIENT
 Robertson Brothers Homes,
 6905 Telegraph Road,
 Suite 200
 Bloomfield Hills, MI 48301

Contact: Tim Longhorn
 248.262.1428 - Phone
 248.262.1432 - Fax

PROJECT LOCATION
 Part of the NE 1/4
 of Section 19 and Part of the
 Section 20, Township 11
 N, R. 18, E. 4E,
 City of New,
 Oakland County, Michigan

DATE
 Preliminary Grading &
 Utility Plan - East



REVISIONS

01-21-17	REVISED TO ADD UTILITY
08-21-17	REVISED TO ADD UTILITY
08-21-17	REVISED TO ADD UTILITY
08-21-17	REVISED TO ADD UTILITY
08-21-17	REVISED TO ADD UTILITY

DESIGNED BY
 R. Johnson
CHECKED BY
 B. Brackett
APPROVED BY
 B. Brackett

DATE
 September 2017
SCALE
 1" = 20'
DATE PLOTTED
 9/25/17
PROJECT NO.
 17055
SHEET NO.
 SPS

LIGHTING NOTE
 ALL LIGHTING SHALL BE AS SHOWN ON THE ATTACHED LIGHTING PLAN.

STRIPING NOTE
 ALL STRIPING SHALL BE AS SHOWN ON THE ATTACHED STRIPING PLAN.

CURB NOTE
 ALL CURBS SHALL BE AS SHOWN ON THE ATTACHED CURB PLAN.

ADA NOTE
 ALL ADA COMPLIANCE SHALL BE AS SHOWN ON THE ATTACHED ADA PLAN.

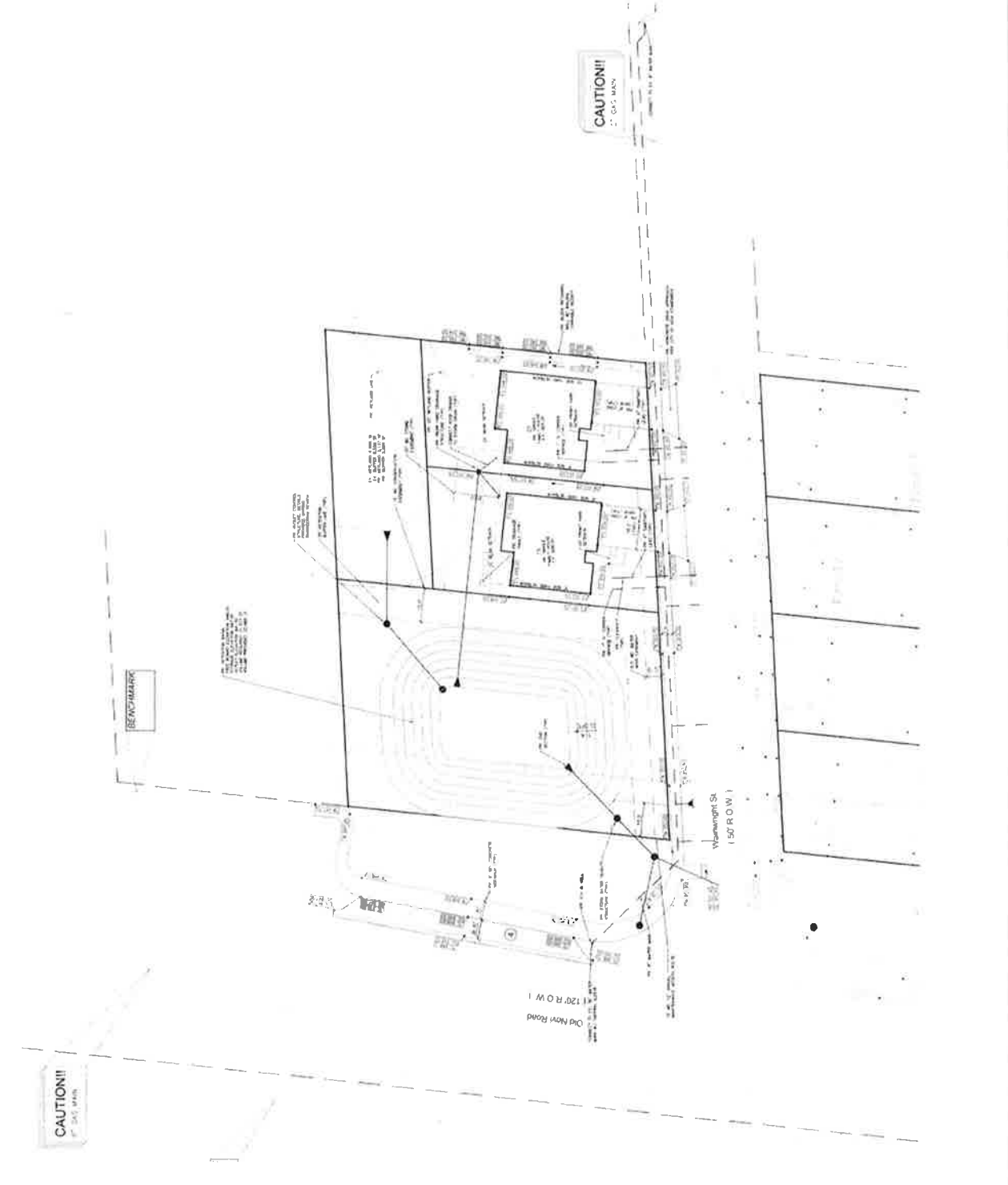
NOTES
 ALL NOTES SHALL BE AS SHOWN ON THE ATTACHED NOTES PLAN.

PAVING LEGEND

Symbol	Description
Symbol	Description
Symbol	Description

LEGEND

Symbol	Description
Symbol	Description
Symbol	Description
Symbol	Description
Symbol	Description





PROJECT
 Lakesides
 Single-Family Development

CLIENT
 Robertson Brothers Homes
 6946 Telegraph Road,
 Suite 200
 Bloomfield Hills, MI 48301

CONTACT
 Tom Loughran
 248.262.1438 - Phone
 248.262.1437 - Fax

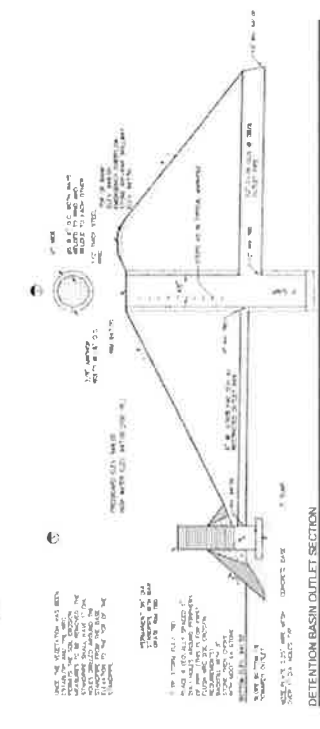
PROJECT LOCATION
 Part of the NE 1/4
 of Section 10 and Part of the
 NW 1/4 of Section 11
 Township 36 North,
 Oakland County, Michigan
 City of Novi.

DATE
 Storm Water Management
 Plan (Plan (SWMP))



NOTES
 1. THIS PLAN IS A PRELIMINARY DESIGN.
 2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION.
 4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYING INFORMATION.
 5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ENGINEERING INFORMATION.

DESIGNED BY
 T. LOUGHRAN
CHECKED BY
 B. BRIDEL
DATE
 September 2017
 NOVI, MICHIGAN



SECTION THROUGH RETAINING WALL
 DETENTION BASIN OUTFLET SECTION

Weighted Runoff Coefficient Calculation - Overall Estimation

Runoff No.	Area (Acres)	Runoff Coefficient	Weighted Runoff Coefficient
1 - Pavement	137,008.25	0.95	130,157.84
2 - Lawn	9,455.25	0.25	2,363.81
3 - Landscaping	117,298.75	0.35	41,054.56
4 - Other	9,060.00	0.00	0.00
Total	173,822.25	0.35	173,822.25

Required Formula
 C (Average) = $\frac{\text{Area 1} \times C_1 + \text{Area 2} \times C_2 + \text{Area 3} \times C_3 + \text{Area 4} \times C_4}{\text{Area 1} + \text{Area 2} + \text{Area 3} + \text{Area 4}}$

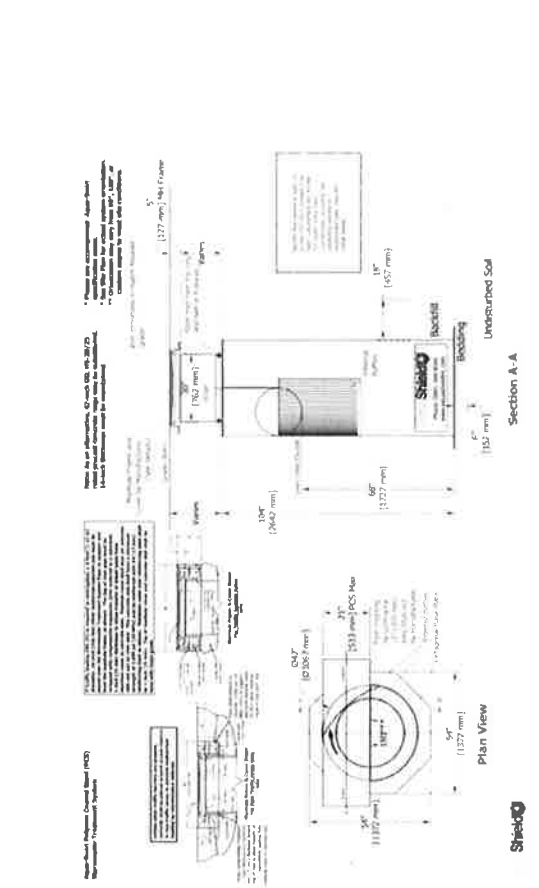
C (Average) = 0.35

Weighted Runoff Coefficient Calculation - Overall Estimation

Runoff No.	Area (Acres)	Runoff Coefficient	Weighted Runoff Coefficient
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Required Formula
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C (Average) = 0.35



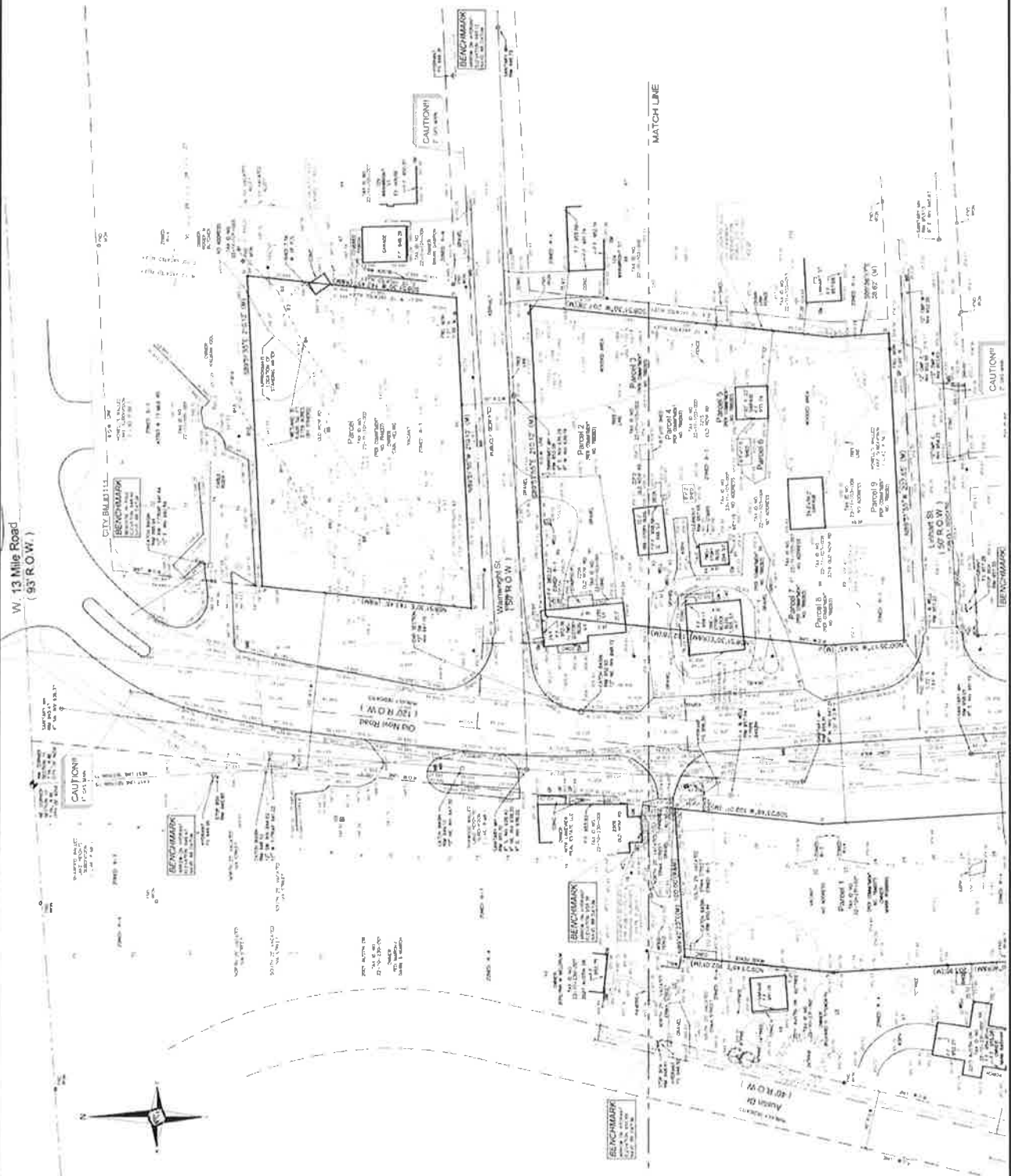
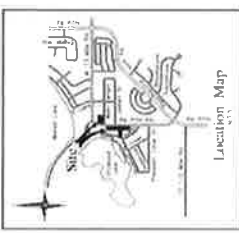
Section A-A

STORM WATER MANAGEMENT SCHEDULE

Item No.	Description	Quantity	Unit	Notes
1	Excavation and Backfill	10,000	cu yd	
2	Stormwater Pipe (18" dia)	1,000	lin ft	
3	Stormwater Manhole	1	each	
4	Stormwater Inlet	1	each	
5	Stormwater Outlet	1	each	
6	Stormwater Basin	1	each	
7	Stormwater Filter	1	each	
8	Stormwater Valve	1	each	
9	Stormwater Check Valve	1	each	
10	Stormwater Weir	1	each	
11	Stormwater Flap Valve	1	each	
12	Stormwater Gate Valve	1	each	
13	Stormwater Air Valve	1	each	
14	Stormwater Vent Pipe	1	each	
15	Stormwater Catch Basin	1	each	
16	Stormwater Sediment Trap	1	each	
17	Stormwater Oil Separator	1	each	
18	Stormwater Sand Catcher	1	each	
19	Stormwater Screen	1	each	
20	Stormwater Filter Cloth	1	each	
21	Stormwater Filter Media	1	each	
22	Stormwater Filter Support	1	each	
23	Stormwater Filter Frame	1	each	
24	Stormwater Filter Housing	1	each	
25	Stormwater Filter Access	1	each	
26	Stormwater Filter Cleaning	1	each	
27	Stormwater Filter Maintenance	1	each	
28	Stormwater Filter Inspection	1	each	
29	Stormwater Filter Repair	1	each	
30	Stormwater Filter Replacement	1	each	

INSTALLATION AND MAINTENANCE NOTES

- Excavation and Backfill: The backfill and bedding shall be compacted in accordance with the specifications for the project. The bedding shall be a minimum of 4 inches thick and shall be made of clean, washed sand or crushed stone.
- Stormwater Pipe: The pipe shall be installed in accordance with the specifications for the project. The pipe shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Manhole: The manhole shall be installed in accordance with the specifications for the project. The manhole shall be a minimum of 4 feet in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Inlet: The inlet shall be installed in accordance with the specifications for the project. The inlet shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Outlet: The outlet shall be installed in accordance with the specifications for the project. The outlet shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Basin: The basin shall be installed in accordance with the specifications for the project. The basin shall be a minimum of 4 feet in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter: The filter shall be installed in accordance with the specifications for the project. The filter shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Valve: The valve shall be installed in accordance with the specifications for the project. The valve shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Check Valve: The check valve shall be installed in accordance with the specifications for the project. The check valve shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Weir: The weir shall be installed in accordance with the specifications for the project. The weir shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Flap Valve: The flap valve shall be installed in accordance with the specifications for the project. The flap valve shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Gate Valve: The gate valve shall be installed in accordance with the specifications for the project. The gate valve shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Air Valve: The air valve shall be installed in accordance with the specifications for the project. The air valve shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Vent Pipe: The vent pipe shall be installed in accordance with the specifications for the project. The vent pipe shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Catch Basin: The catch basin shall be installed in accordance with the specifications for the project. The catch basin shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Sediment Trap: The sediment trap shall be installed in accordance with the specifications for the project. The sediment trap shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Oil Separator: The oil separator shall be installed in accordance with the specifications for the project. The oil separator shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Sand Catcher: The sand catcher shall be installed in accordance with the specifications for the project. The sand catcher shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Screen: The screen shall be installed in accordance with the specifications for the project. The screen shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Cloth: The filter cloth shall be installed in accordance with the specifications for the project. The filter cloth shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Media: The filter media shall be installed in accordance with the specifications for the project. The filter media shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Support: The filter support shall be installed in accordance with the specifications for the project. The filter support shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Frame: The filter frame shall be installed in accordance with the specifications for the project. The filter frame shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Housing: The filter housing shall be installed in accordance with the specifications for the project. The filter housing shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Access: The filter access shall be installed in accordance with the specifications for the project. The filter access shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Cleaning: The filter cleaning shall be installed in accordance with the specifications for the project. The filter cleaning shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Maintenance: The filter maintenance shall be installed in accordance with the specifications for the project. The filter maintenance shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Inspection: The filter inspection shall be installed in accordance with the specifications for the project. The filter inspection shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Repair: The filter repair shall be installed in accordance with the specifications for the project. The filter repair shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.
- Stormwater Filter Replacement: The filter replacement shall be installed in accordance with the specifications for the project. The filter replacement shall be a minimum of 18 inches in diameter and shall be made of a material that is resistant to corrosion and abrasion.



BENCHMARK NOTE
 ALL BENCHMARKS ARE TO BE SET BY THE SURVEYOR AND TO BE IDENTIFIED BY THE SURVEYOR. BENCHMARKS SHALL BE SET AT THE CORNERS OF THE LOTS AND AT THE INTERSECTIONS OF THE LOTS WITH THE ADJACENT LOTS.

LEGEND

1	Proposed
2	Existing
3	Proposed
4	Existing
5	Proposed
6	Existing
7	Proposed
8	Existing
9	Proposed
10	Existing
11	Proposed
12	Existing
13	Proposed
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94	Existing
95	Proposed
96	Existing
97	Proposed
98	Existing
99	Proposed
100	Existing



PROJECT
 Lakeview
 Single Family Development

CLIENT
 Robertson Brothers Home-
 care Telegraph Road,
 Suite 200
 Bloomfield Hills, MI 48301
 Contact: Tim Loughlin
 248.262.1428 - Phone
 248.252.1432 - Fax

PROJECT LOCATION
 Part of the SE 1/4
 of Section 10 and Part of the
 NW 1/4 of Section 11
 Township 1 N, Range
 1 E, S. 4 E,
 City of Novi,
 Oakland County, Michigan

DATE
 Soil Boring Location Plan
 Soil Boring Logs



REVISIONS
 NO. DATE BY COMMENTS
 01 09-20-17 BJB/MLB
 02 09-20-17 BJB/MLB
 03 09-20-17 BJB/MLB
 04 09-20-17 BJB/MLB
 05 09-20-17 BJB/MLB
 06 09-20-17 BJB/MLB
 07 09-20-17 BJB/MLB
 08 09-20-17 BJB/MLB
 09 09-20-17 BJB/MLB
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 11 09-20-17 BJB/MLB
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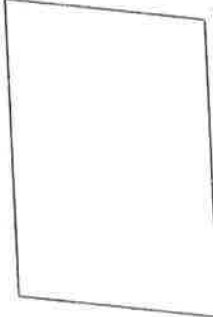
DESIGNED BY
 B. Brickett

CHECKED BY
 B. Brickett

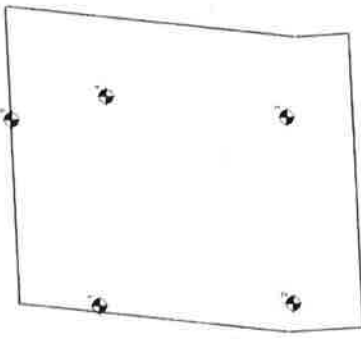
APPROVED BY
 B. Brickett

DATE
 September 2017

SCALE
 1" = 40'

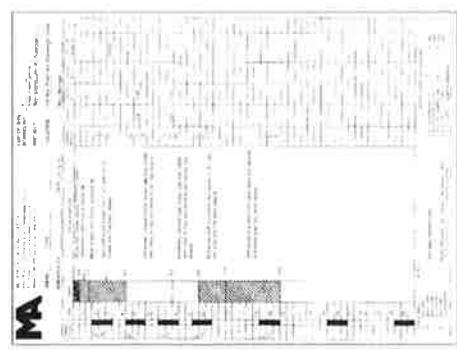


150 ROW 1

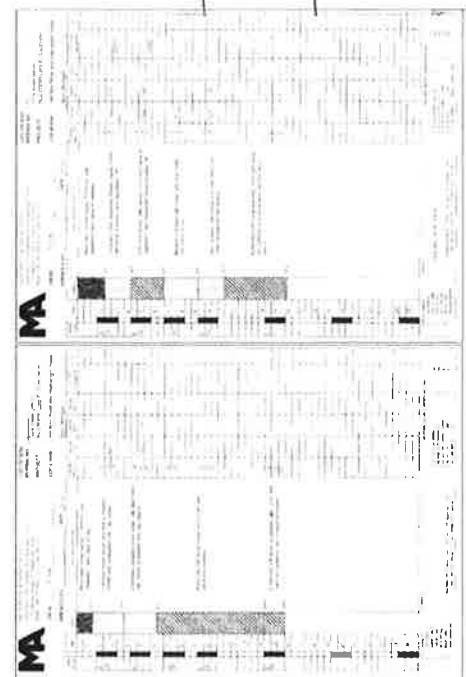
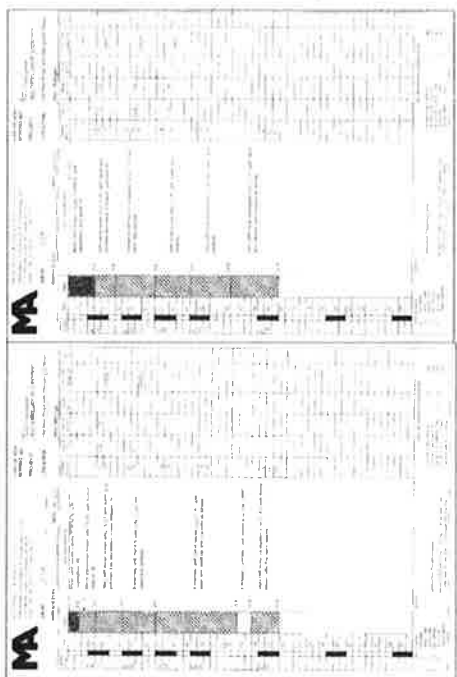


150 ROW 1

SEARCHED



150 ROW 1





Detention Pond Landscape Plan

Lakeview

City of Novi, MI

Prepared for:
 Robinson Brothers Homes
 800 Lexington Road
 Brentwood Hills, MI 48011
 Phone: 248 644 3480

Job Number: 17028
 Date: 08/07/2018
 Drawn by: EMJ
 Checked by: WTK



Sheet No.
L-2

Material Name	Quantity	Unit	Notes
Aspen	1500	each	
Bald Cypress	1500	each	
Black Gum	1500	each	
Boxelder	1500	each	
Boxwood	1500	each	
Bur Oak	1500	each	
Cherry	1500	each	
Crabapple	1500	each	
Deciduous	1500	each	
Flowering Dogwood	1500	each	
Hamamelis	1500	each	
Hawthorn	1500	each	
Hickory	1500	each	
Japanese Maple	1500	each	
Linden	1500	each	
Magnolia	1500	each	
Maple	1500	each	
Mountain Ash	1500	each	
Myrtle	1500	each	
Norfolk Island	1500	each	
Oak	1500	each	
Osage	1500	each	
Palmetto	1500	each	
Redbud	1500	each	
Rose	1500	each	
Sweetgum	1500	each	
Taxus	1500	each	
Yew	1500	each	

Material Name	Quantity	Unit	Notes
Aspen	1500	each	
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Oak	1500	each	
Osage	1500	each	
Palmetto	1500	each	
Redbud	1500	each	
Rose	1500	each	
Sweetgum	1500	each	
Taxus	1500	each	
Yew	1500	each	

Detention Pond Landscape Requirements

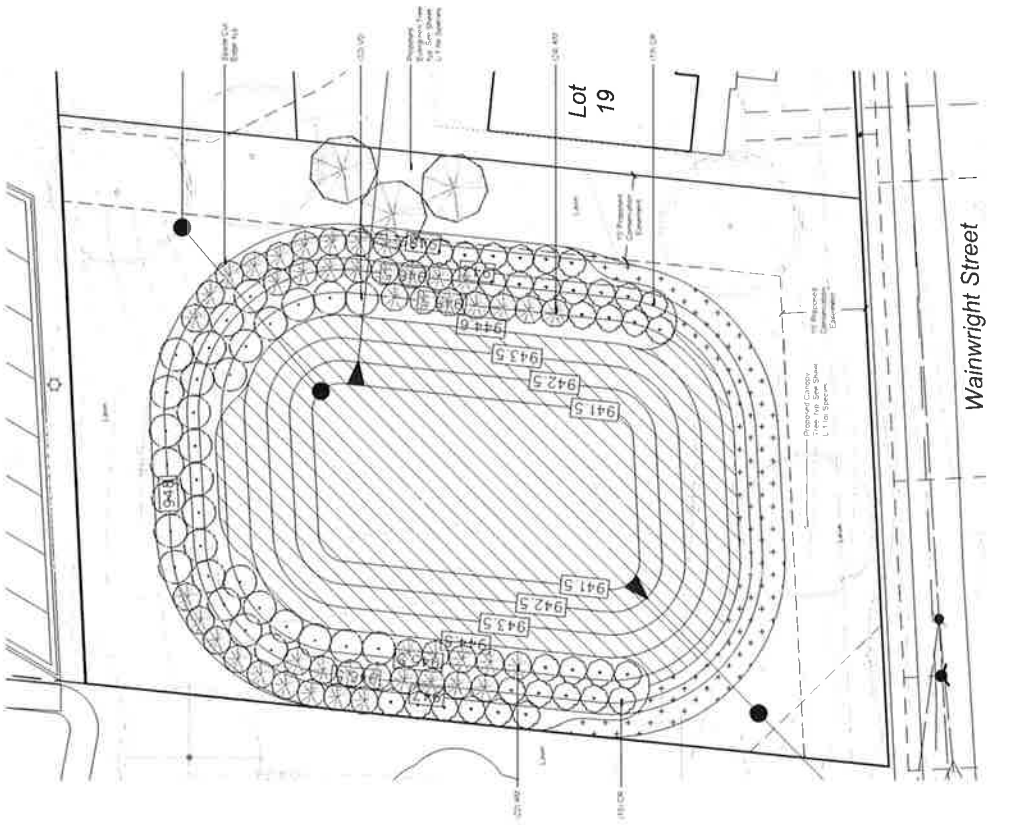
Required: Clustered large native shrubs to cover 70%-75% of basin rim at the high water elevation.
 Length of Rim: 304.06 LF - 200.25 LF
 Provided: 218 LF

Required: All hard 3' diameter native shrub species with minimum mature height of 5' or greater.
 Provided: 5 native shrub species that meet the parameters.

Required: Sides and bottom of basin to be planted with mix of native grasses, sedges, and wildflowers.
 Provided: 2 native seed mixes. See Seed Mix Details this Sheet.

Detention Pond Seeding Summary

Edge Zone - 8'W of 0'-0" (Variance per Landscape Bed)	Upland Zone - 8'W of 0'-0" (Variance per Landscape Bed)
Seeding Area: 3,473 sq. ft.	Seeding Area: 80,311 sq. ft.
Required Quantity: 3.8 lbs. of Stormwater Seed Mix	Required Quantity: 0.72 lbs. of Low Profile Mow Seed Mix
Use: See Item 1	Use: See Item 1

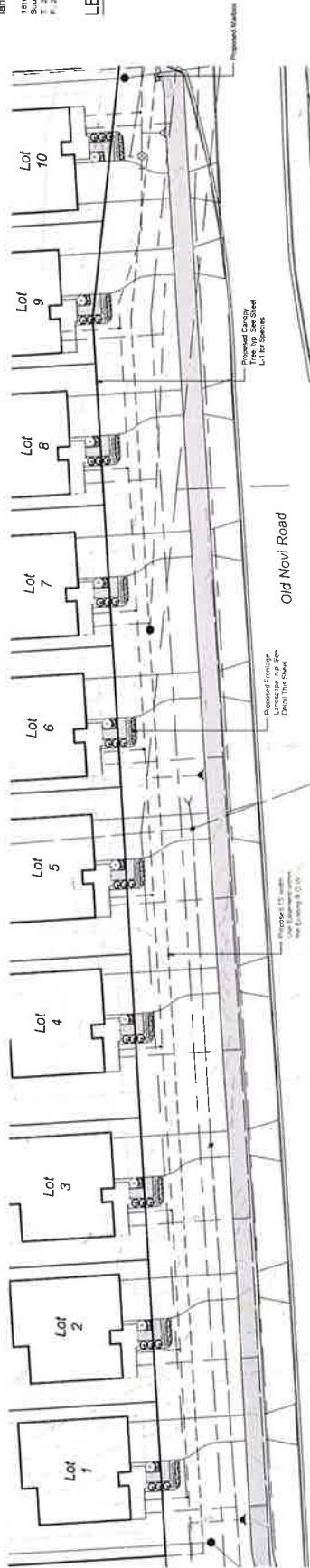


Plant Schedule (This Sheet)

Item	Quantity	Unit	Material	Price	Total
AS	1500	each	Aspen	\$1.20	\$1,800.00
BC	1500	each	Bald Cypress	\$1.20	\$1,800.00
CG	1500	each	Crabapple	\$1.20	\$1,800.00
VD	1500	each	Yew	\$1.20	\$1,800.00
					Total: \$4,800.00

Notes: All quantities are approximate and subject to change. The quantity of all items shown shall be as indicated on this sheet. All items shall be installed in accordance with the manufacturer's instructions. All items shall be installed in accordance with the manufacturer's instructions.

LEGEND



Old Novi Road Frontage Landscape Enlargement Plan

Old Novi Rd. Frontage Plant Schedule

Sketch	qty	species name	common name	height	width	spacing	notes	cost
TM	30	Maleficent	Maleficent	10'	18"	10'	10' x 10' spacing	\$ 1,500.00
		Texas Red Dogwood	Texas Red Dogwood	8-10'	24"	8'	8' x 8' spacing	\$ 4,000.00
Ornamental Grasses, Perennials & Bulbs								
PL	100	Wormwood	Wormwood	3'	18"	10'	10' x 10' spacing	\$ 1,500.00
PL	70	Black Top	Black Top	3'	18"	10'	10' x 10' spacing	\$ 1,050.00
PL	15	1' North Star	1' North Star	1'	18"	10'	10' x 10' spacing	\$ 1,125.00
Total \$ 11,175.00								



Old Novi Rd.
 Enlargement / Details

project title
Lakeview
 City of Novi, MI
 prepared for
 Rehabilitation Brothers Homes
 5802 Telegraph Rd
 Bloomfield Hills, MI 48301
 Phone: 248.644.3460

date
 05.23.2018

checked by
 DM

drawn by
 DM

scale
 1/4" = 1'-0"

sheet number
 L-5

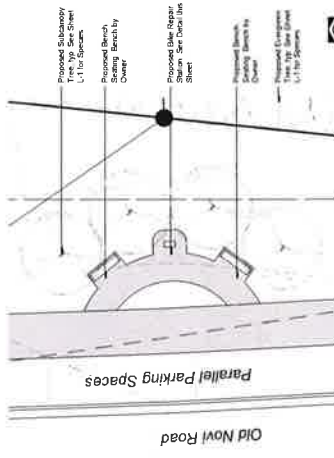


Bike Repair Station Detail
 Manufacturer: Duo Seat Industries, Inc.
 2405 S. Appleway Rd.
 Farmington Hills, MI 48334
 Phone: 248.536.2300
 Website: www.duoseat.com

Manufacturer: Duo Seat Industries, Inc.
 2405 S. Appleway Rd.
 Farmington Hills, MI 48334
 Phone: 248.536.2300
 Website: www.duoseat.com



800 Call Before You Dig
 Know what's below.
 Call Before You Dig.

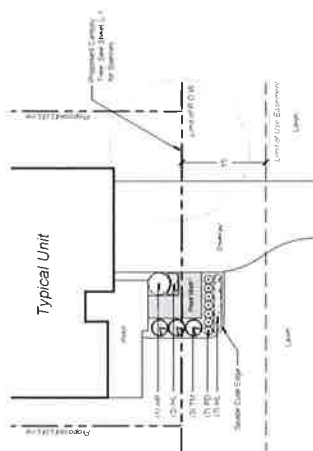


Proposed Public Seating Plaza Enlargement



6' ht. Screen Fence Detail

Manufacturer: Anchor Fence & Supply Co.
 2024 Plymouth Rd
 Farmington Hills, MI 48334
 Phone: 248.536.2300
 Website: www.anchorfence.com



Typical Old Novi Rd. Frontage Detail

Manufacturer: Anchor Fence & Supply Co.
 2024 Plymouth Rd
 Farmington Hills, MI 48334
 Phone: 248.536.2300
 Website: www.anchorfence.com

None of the information on this drawing is intended to be construed as a contract and is subject to change without notice. All dimensions are in inches unless otherwise specified.



■ SHEET 109
**Alternate Screening
 Sections**

■ PROJECT TITLE
Lakeview

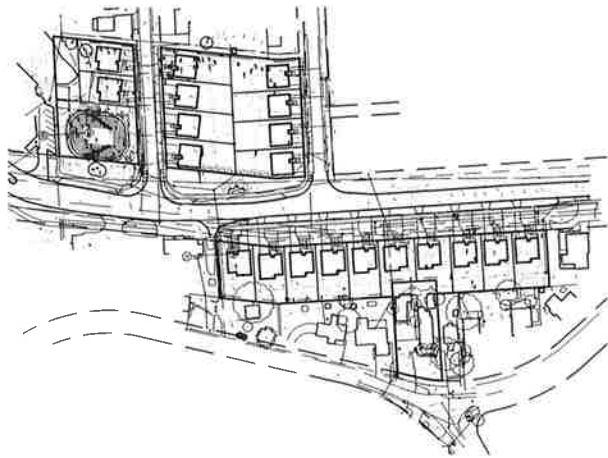
City of Novi, MI

Prepared for:
 Robertson Builders Homes
 20000 Lakeside Blvd. #200
 Bloomfield Hills, MI 48301
 Phone: 248.844.3480

■ JOB NUMBER
 172288
 DATE
 11.13.2014
 DRAWN BY
 a checked by
 ENJ WJK

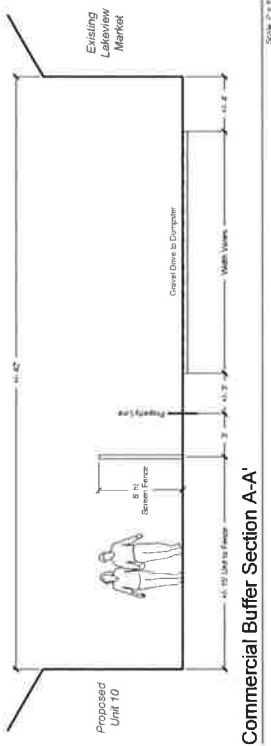
■ REVISIONS

SHEET NO.
L-7



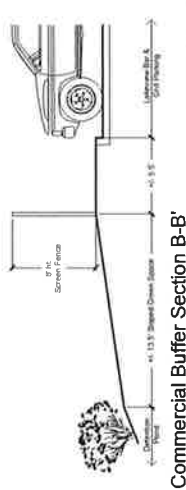
Section Key Plan

Scale: 1" = 20'



Commercial Buffer Section A-A'

Scale: 1" = 4'



Commercial Buffer Section B-B'

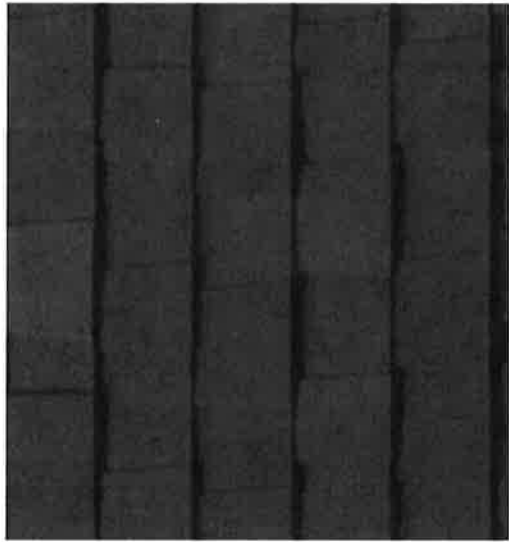
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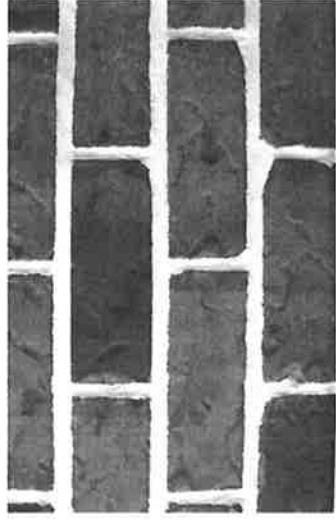
Exterior Packages - Lakeview ; All siding vinyl - Certainteed colors or equal

	Siding - Horizontal	Siding - Shale	Siding - Batten	Roof	Brick	Trim	Stone	Gutters	Garage Door	Front Door	Shutters
Package A	Granite Gray	Granite Gray	Granite Gray	Rustic Black	Fort Harrison	White	Frontenac	White	White	Black Fox - SW7020	Black
Package B	Savannah Wicker	Savannah Wicker	Savannah Wicker	Weathered Wood	Fort Harrison	White	Laurier	White	White	Turkish Coffee - SW6076	Brown
Package C	Seagrass	Dessert Tan	Dessert Tan	Weathered Wood	Charleston	White	Laurier	White	White	Black Fox - SW7020	Brown
Package D	Flagstone (P)	Sterling Gray	Herringbone	Rustic Slate	Mountain Brook	White	Frontenac	White	White	Turkish Coffee - SW6076	Terra Brown
Package E	Pacific Blue (P)	Sterling Grey	Herringbone	Rustic Black	Mountain Brook	White	Norton	White	White	Turkish Coffee - SW6076	Black
Package F	Spruce (P)	Natural Clay	Dessert Tan	Weathered Wood	Charleston	White	Bradford	White	White	Turkish Coffee - SW6076	Brown

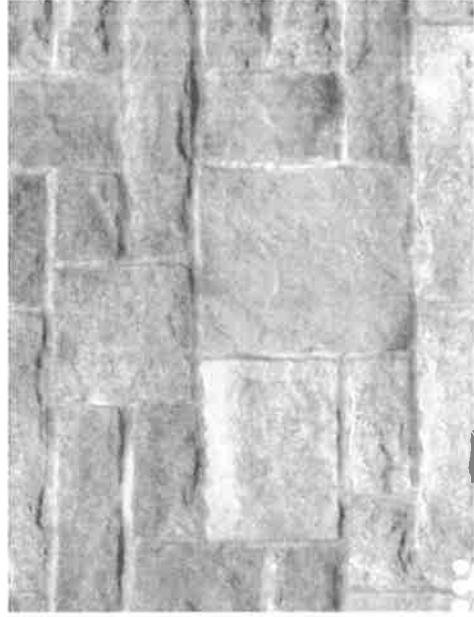




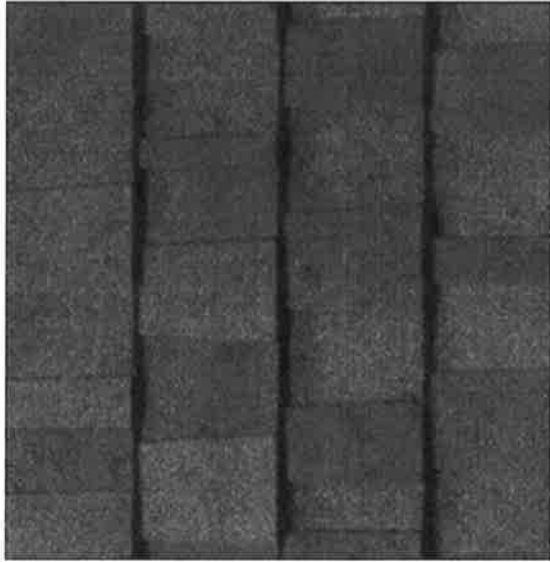
Granite Gray



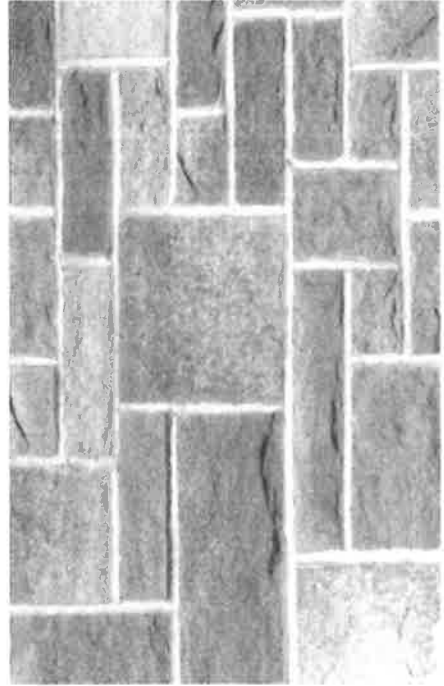
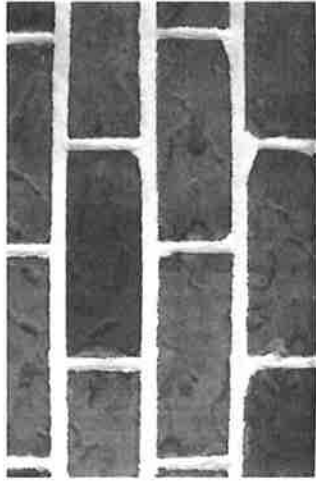
SW 7020
Black Fox
Interior / Exterior
Locator Number: 244-C7



Package A

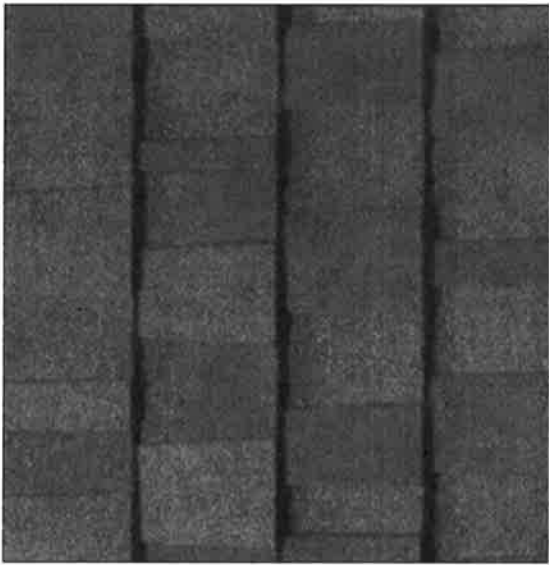


Savannah Wicker

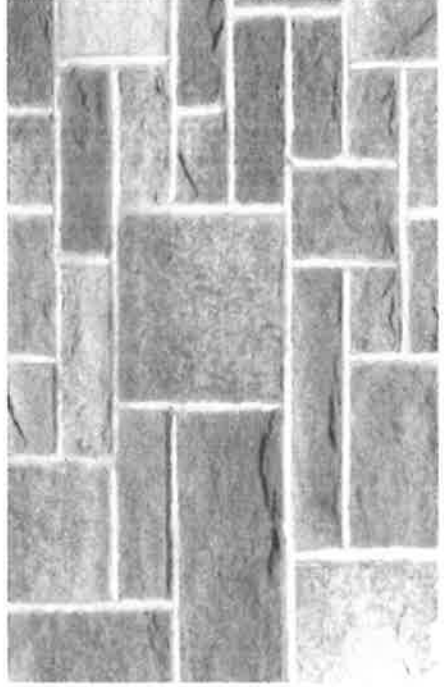
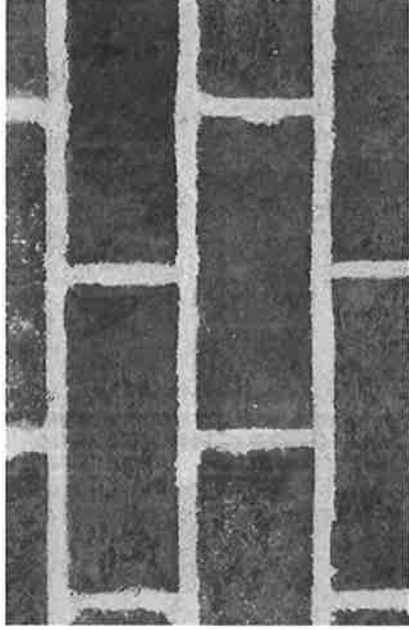


SW 6076
Turkish Coffee
Interior / Exterior
Locator Number: 277-C3

Package B



Seagrass



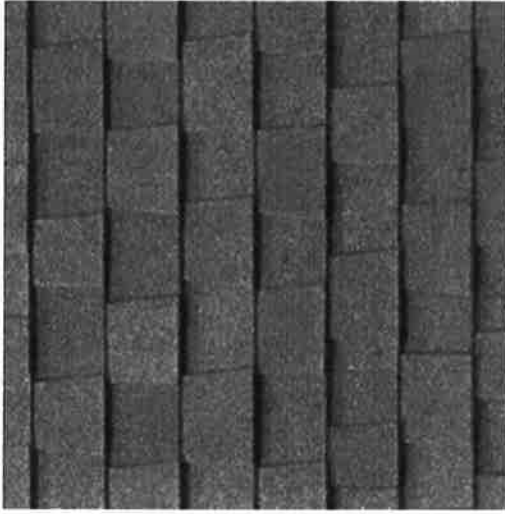
SW 7020

Black Fox

Interior / Exterior

Locator Number: 244-C7

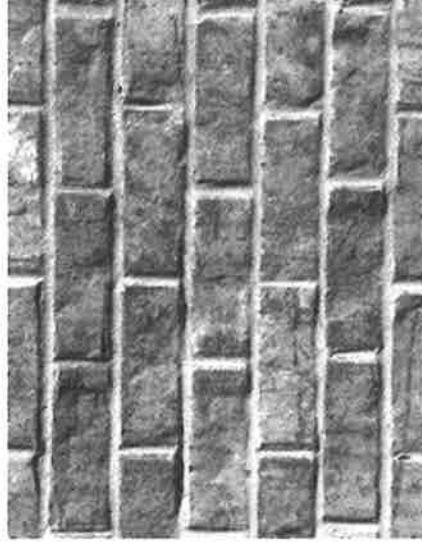
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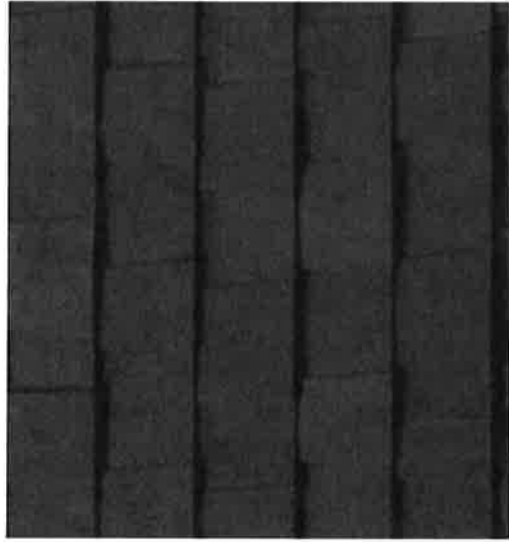
Flagstone



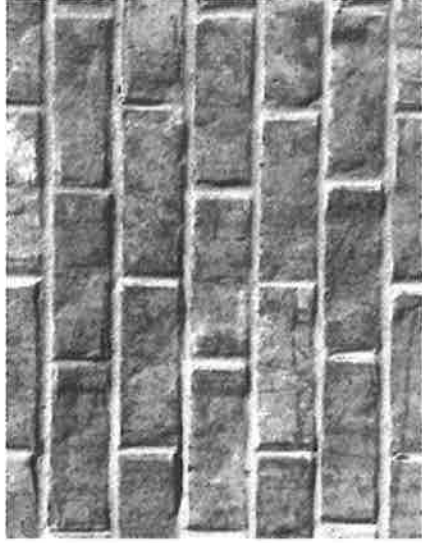
SW 6076
Turkish Coffee
Interior / Exterior
Locator Number: 277-C3



Package D

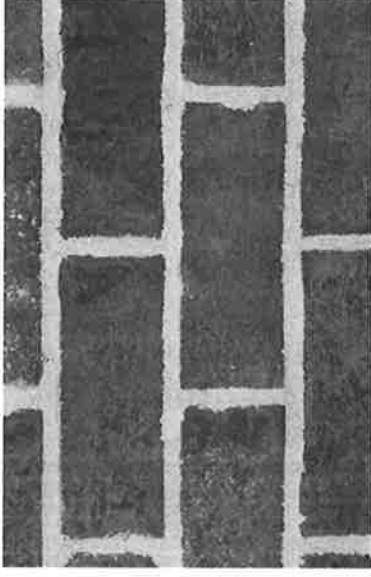
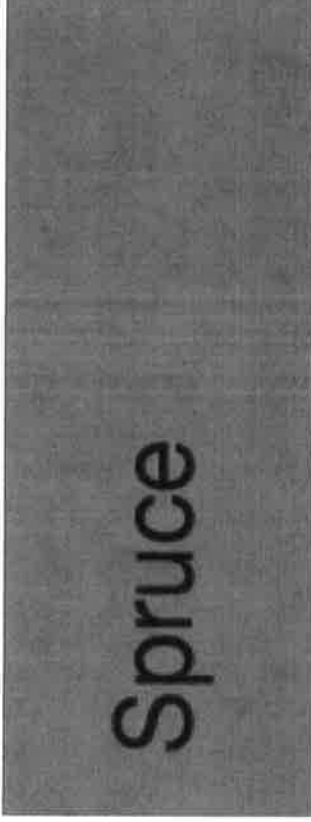
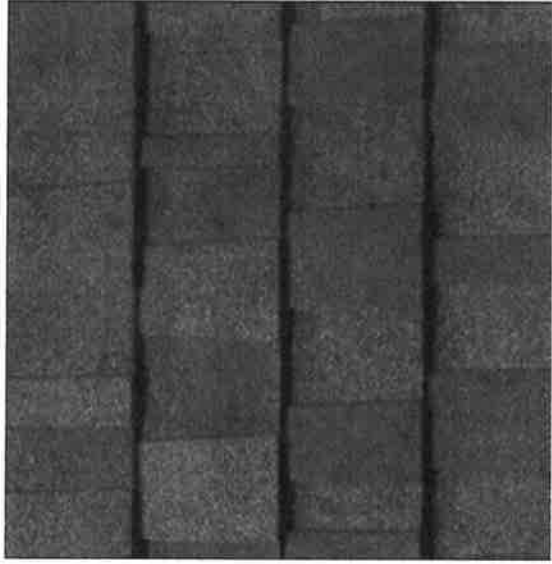


Pacific Blue

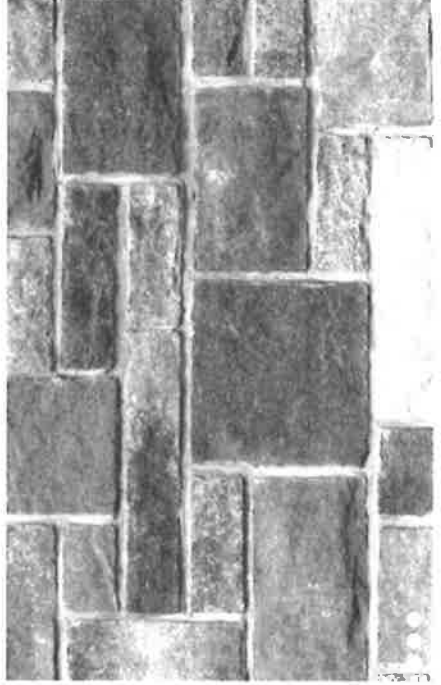


SW 6076
Turkish Coffee
Interior / Exterior
Locator Number: 277-C3

Package E



SW 6076
Turkish Coffee
Interior / Exterior
Locator Number: 277-G



Package F

The Concord
Elevations

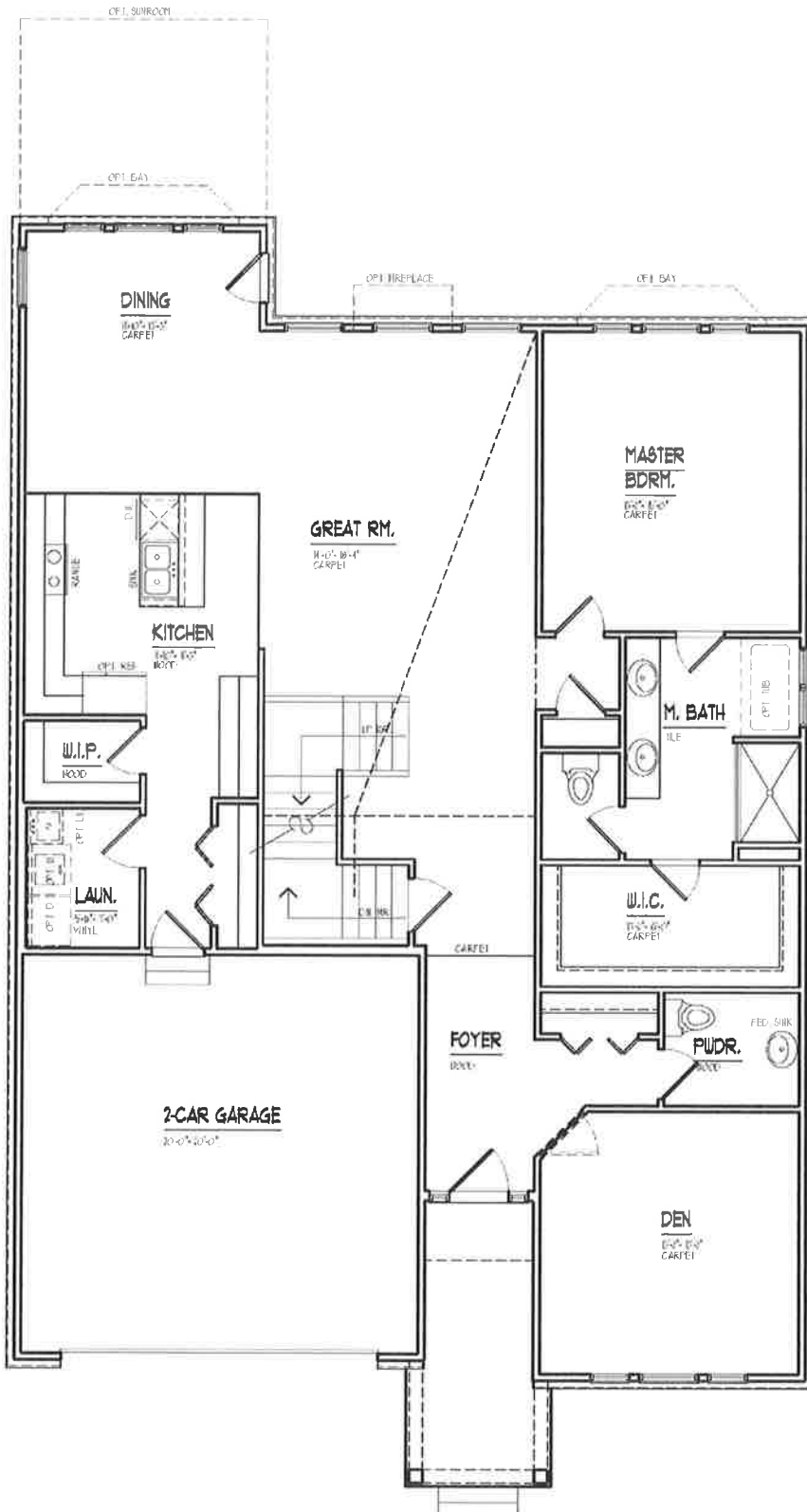


All information herein was accurate at the time of publication.
We reserve the right to make changes in price, specification, or materials, or to change or
discontinue models without notice or obligation

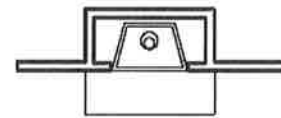


The Concord

2,297 sqft.



OPT. SUNROOM



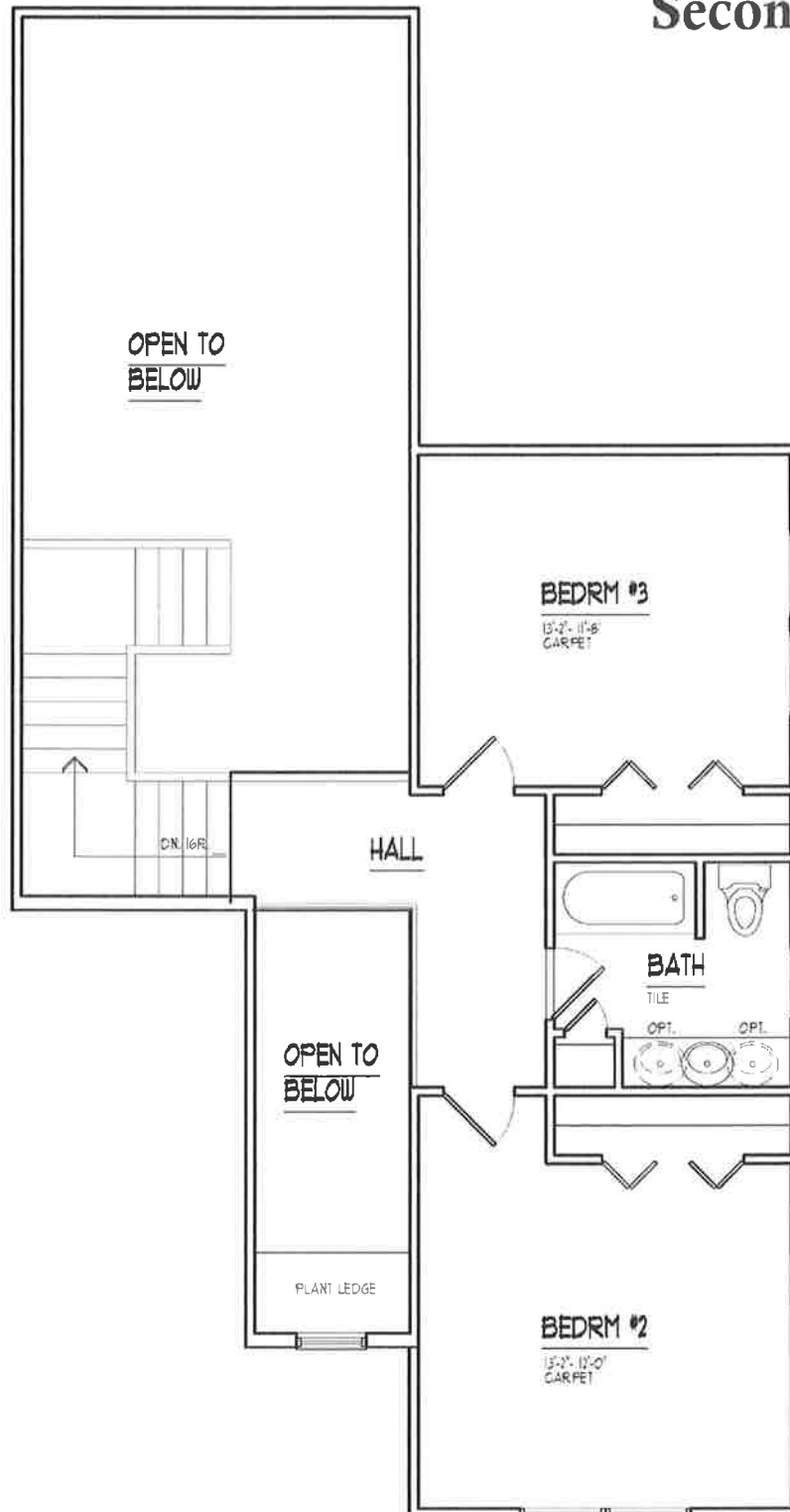
OPT. FIREPLACE



OPT. BAY

The Concord

Second Floor





The Richmond

Elevations

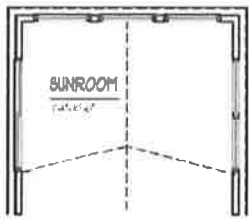


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The Richmond

1,716 sqft.



OPT. SUNROOM



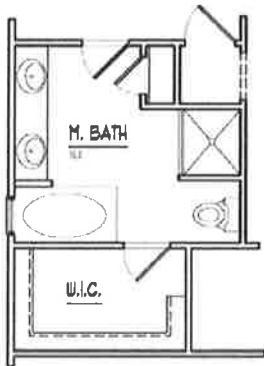
OPT. FIREPLACE



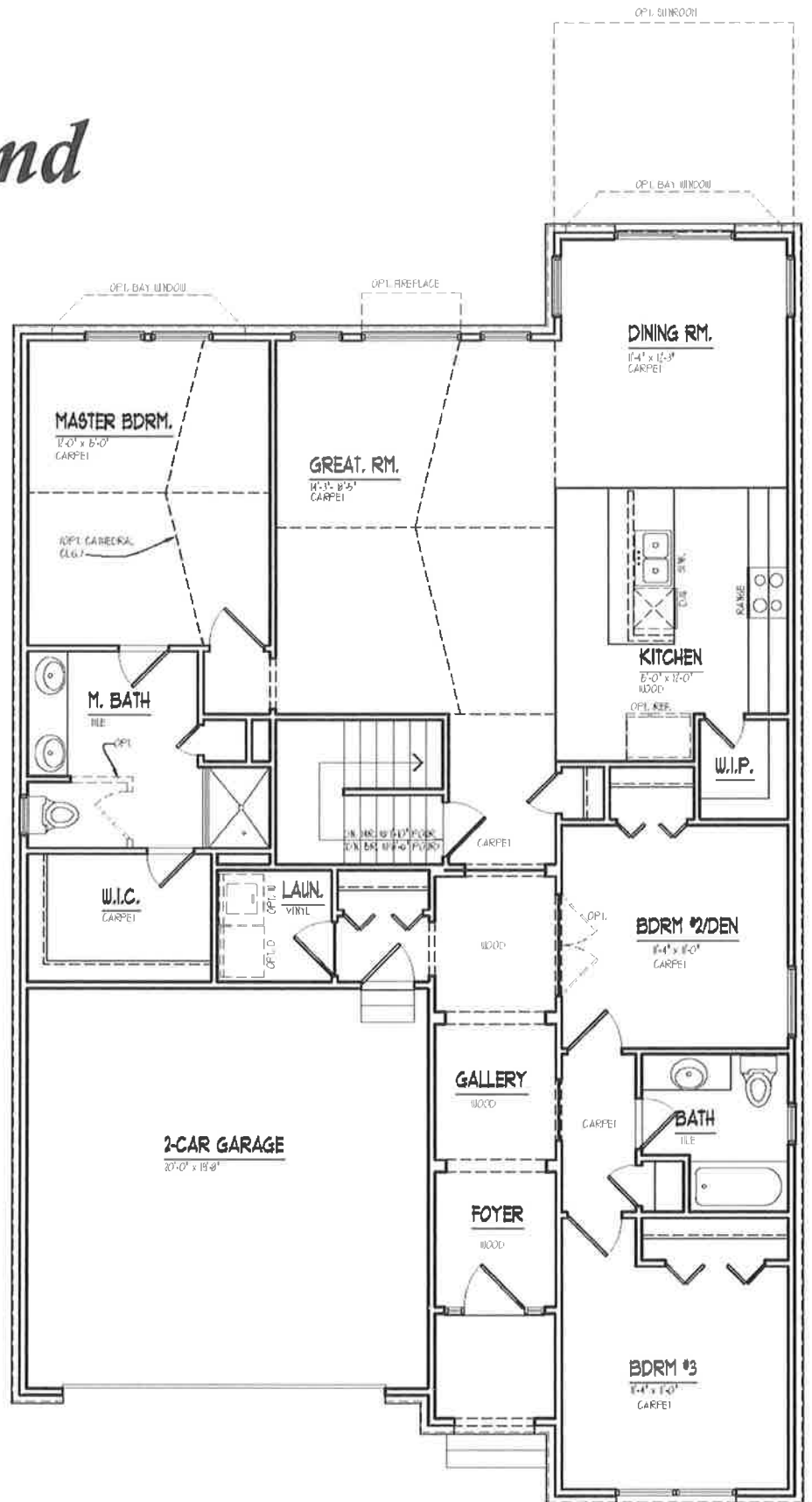
OPT. MASTER BDRM. BAY



OPT. DINING RM. BAY



MASTER BATH OPTION #1



RB ROBERTSON BROTHERS HOMES

The Charleston Elevations



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discontinue models without notice or obligation

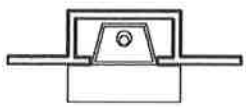


The Charleston

1,881 sqft.



OPT. SUNROOM



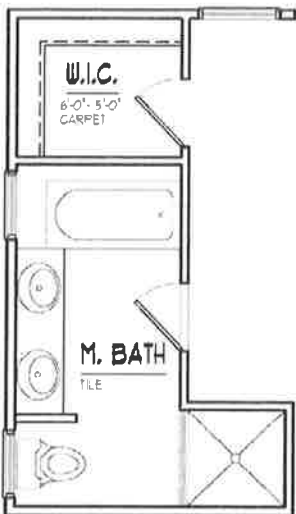
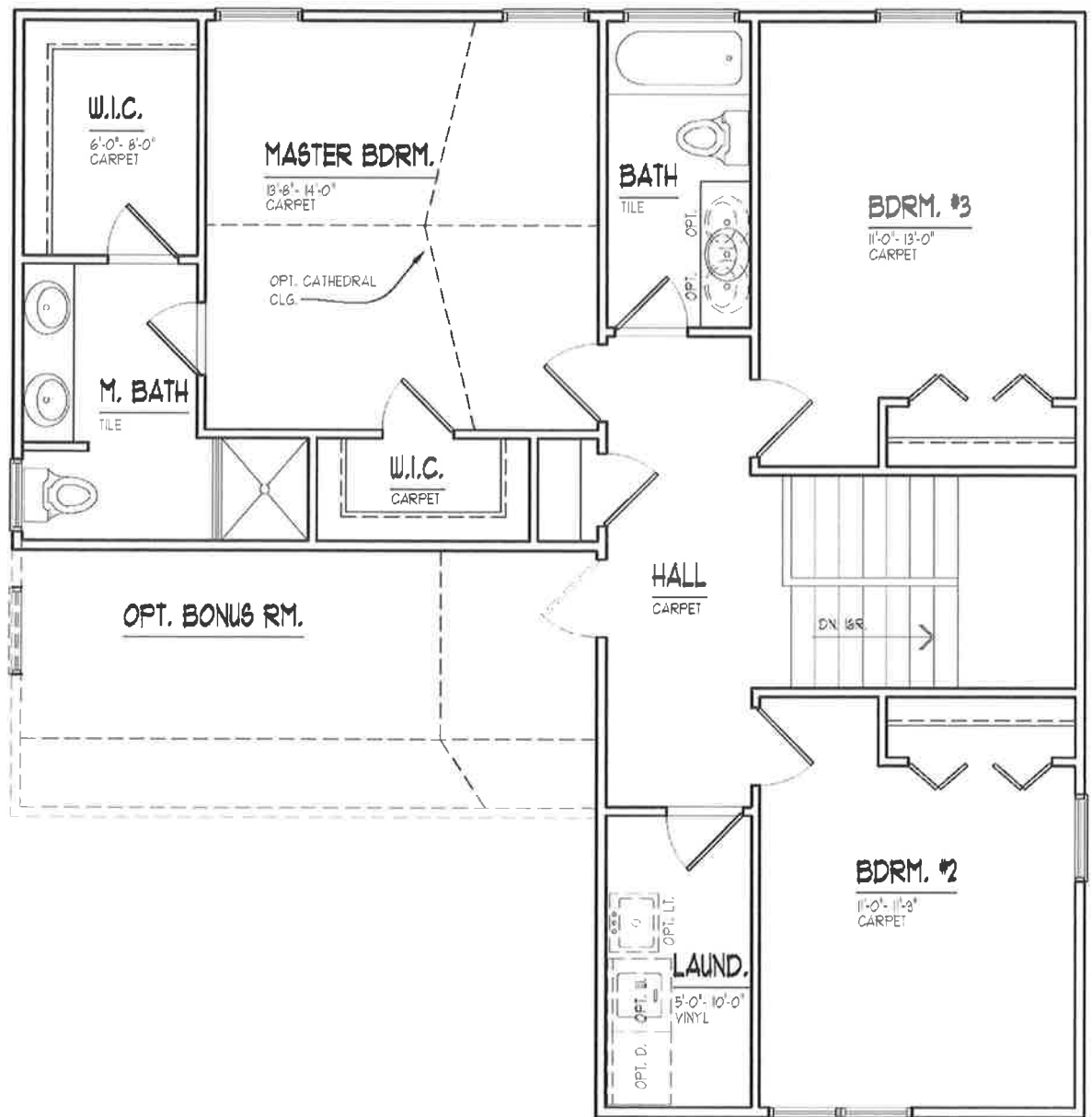
OPT. FIREPLACE



OPT. BAY

The Charleston

Second Floor



M. BATH OPTION



The Yorktown

Elevations

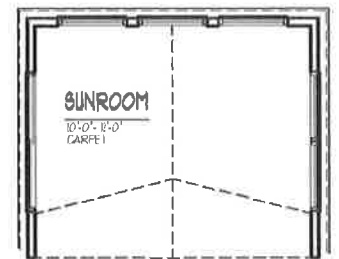
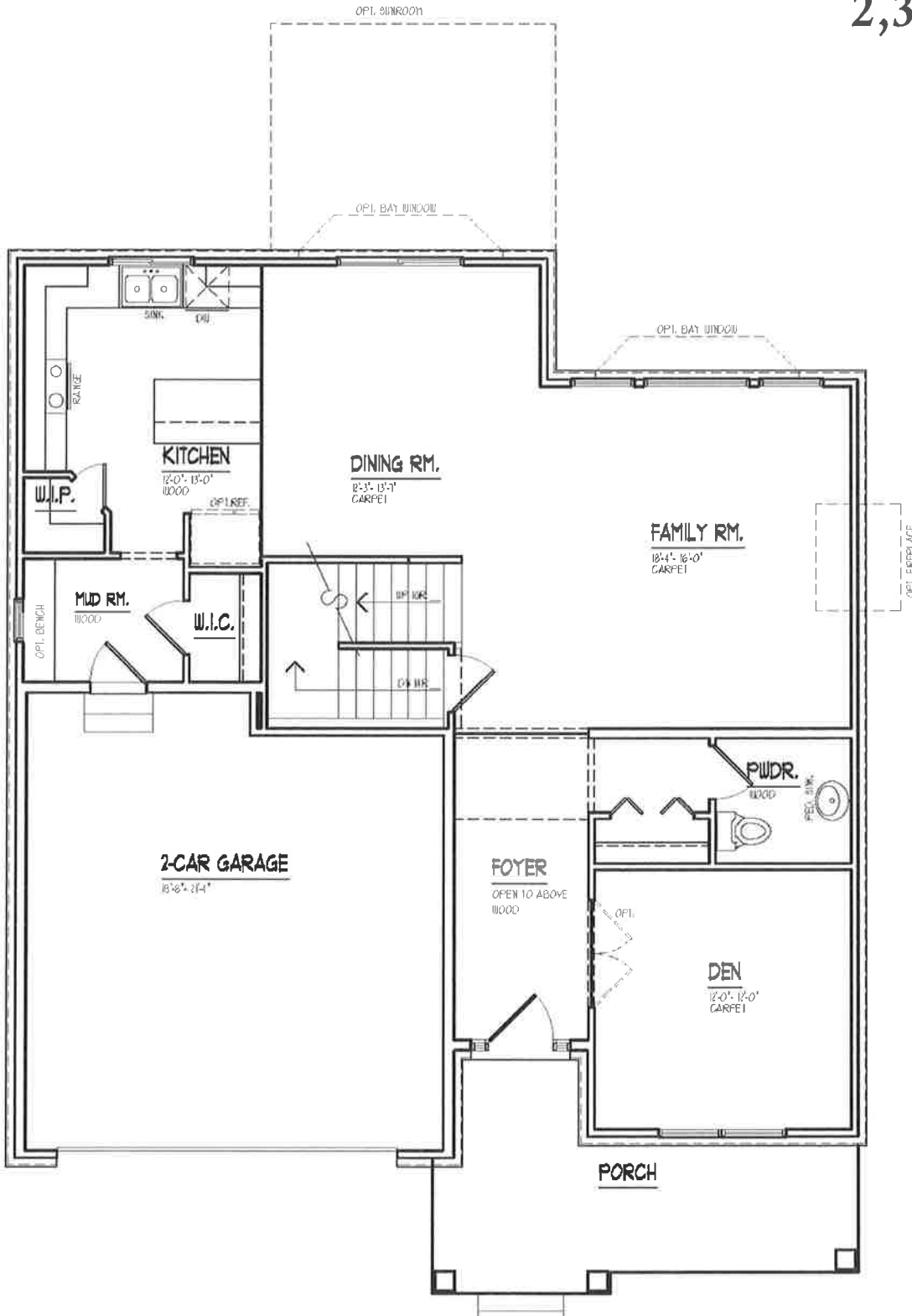


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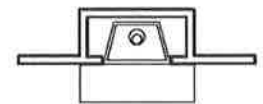


The Yorktown

2,377 sqft.



OPT. SUNROOM



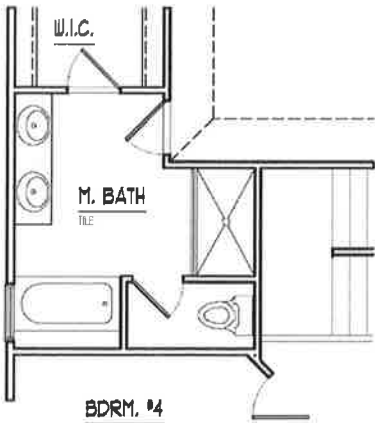
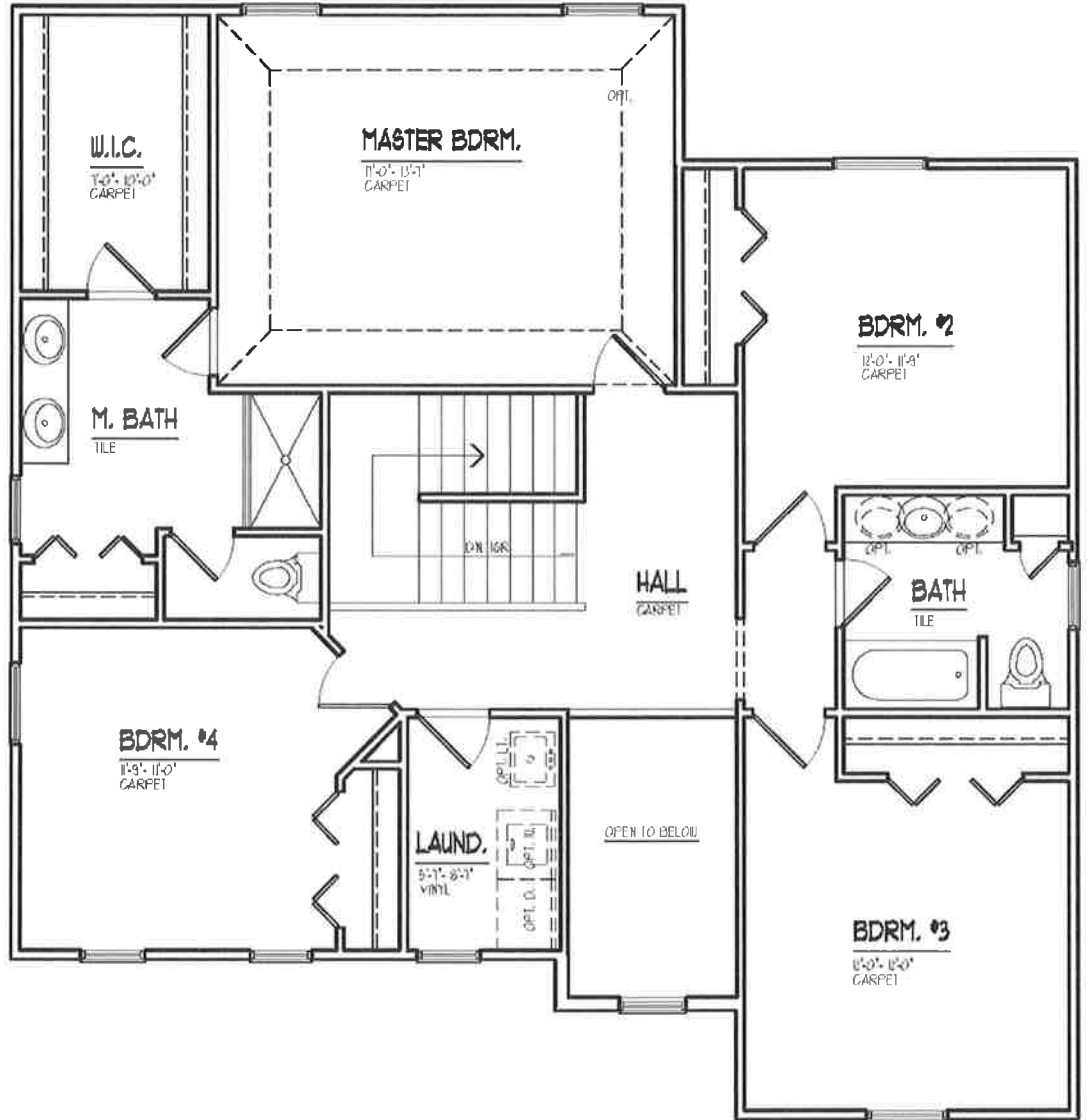
OPT. FIREPLACE



OPT. BAY

The Yorktown

Second Floor



OPT. MASTER BATH

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

**PLANNING COMMISSION MINUTES
JUNE 23, 2021
EXCERPT**



PLANNING COMMISSION

MINUTES

CITY OF NOVI

Regular Meeting

June 23rd, 2021 7:00 PM

Remote Meeting

(248) 347-0475

As authorized under the open meetings act, MCL 15.261, ET SEQ., this meeting was held remotely.

CALL TO ORDER

The meeting was called to order at 7:00 PM.

ROLL CALL - Pursuant to the State of Michigan Open Meetings Act, all members shall identify their physical location by stating the county, city, and state from which he or she is attending the meeting remotely.

Present: Member Avdoulos- City of Novi, Oakland County, MI; Member Becker- City of Novi, Oakland County, MI; Member Dismondy- City of Novi, Oakland County, MI; Member Lynch- City of Novi, Oakland County, MI; Chair Pehrson- City of Novi, Oakland County, MI; Member Roney- City of Novi, Oakland County, MI; Member Verma- City of Novi, Oakland County, MI

Absent: None

Staff: Barbara McBeth, City Planner; Lindsay Bell, Senior Planner; Madeleine Daniels, Planning Assistant; Tom Schultz, City Attorney

PLEDGE OF ALLEGIANCE

Chair Pehrson led the meeting attendees in the recitation of the Pledge of Allegiance.

APPROVAL OF AGENDA

Moved by Member Avdoulos and seconded by Member Roney.

VOICE VOTE TO APPROVE THE JUNE 23, 2021 PLANNING COMMISSION AGENDA MOVED BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH.

Motion to approve the June 23, 2021 Planning Commission Agenda. Motion carried 7-0.

AUDIENCE PARTICIPATION

No one in the audience wished to speak.

CORRESPONDENCE

There was no correspondence.

COMMITTEE REPORTS

There were no Committee Reports.

CITY PLANNER REPORT

City Planner McBeth said I just wanted to confirm for all of you that this will be the Planning Commission's last Zoom Meeting. We will be back in the Chambers in July and were looking forward to seeing everyone. I just want to take a minute to thank all the members of the Planning Commission for your ability to adapt and go along with this plan to do these meetings on Zoom. I think we were one of the first communities that had our Planning Commission participate in Zoom, so we really appreciate that. Our development community too; they have gone along with this and appreciate that. Some are very familiar with these kinds of programs and others are not, so we do appreciate everyone coming along with us on that. Also, the members of our audience and the people we usually see in person; we know that's been a challenge for some, but we do appreciate everything that they have done. Our staff as you know, Lindsay and Madeleine are here tonight, Rick, Christian, Kate, Victor, Tom, and Beth, and a lot of people behind the scenes that you don't see but hear from like Rob Petty in IT, sending us emails and reminding us that it's time to join the meeting. Also, our Community Relations team; Sheryl Walsh, and the whole team of video production that we have, Josh, Damon, Calvin, and Frank. So, we look forward to seeing all of you back in the Council Chambers in July.

Chai Pehrson said I echo your sentiments and thank everyone for getting us through this.

CONSENT AGENDA - REMOVALS AND APPROVALS

There was nothing on the Consent Agenda.

PUBLIC HEARINGS

1. LAKEVIEW JSP 18-16

Public hearing at the request of Robertson Brothers Homes for Planning Commission's recommendation to City Council for an amendment of the Planned Rezoning Overlay Agreement. The subject property is approximately 3.15 acres and is located south of 13 Mile Road on the east and west sides of Old Novi Road (Section 10 and 11). The applicant is proposing to amend the PRO Agreement to remove a condition that states garages must be set back 5 feet from the porch in order to offer additional home models for buyers to select from.

Planner Bell said as you mentioned, the subject property is along Old Novi Road and Wainwright and Linhart Streets up in the Walled Lake area of the City south of Thirteen Mile Road. The properties were rezoned to RM-2, High Density, Mid-Rise Multiple-Family, with a Planned Rezoning Overlay Option, which was approved in February of 2019. The applicant later received Final Site Plan approval for the twenty-unit single family residential development with frontage and access to Old Novi Road, Wainwright, and Linhart Streets. The plan also included a detention pond and sidewalks along both sides of Old Novi Road, on street parking spaces on the east of Old Novi Road, and the subject property is a total of about 3.15 acres.

Seven of the homes have already sold in the development and a total of thirteen lots remain. The applicant now seeks to amend one provision of the PRO Agreement that requires all units shall have front entry garages which will be setback a minimum of five feet from the porch. That condition, if it was removed, would allow new house plans to fit on ten of the lots on the west side of Old Novi Road. Two of the new house plans would fit on all of the lots on the east side of Old Novi Road and two others will fit on a few of the lots. The applicant we still offer the original series of house plans in addition to the new models if the restriction for the garage set back is removed from the agreement. The original intent of the setback of the garage was reasons for aesthetics and to reduce the visual effects of the front entry garages and it was also just consistent with the models that they had proposed at the time. The aesthetics of the front facing garage doors can now be better visualized since two homes are largely constructed and three others are approved.

The applicant, Tim Loughrin, is here from Robertson Brothers Homes to answer any questions. The Planning Commission is asked tonight to hold the public hearing and make a recommendation to City Council on the amendment of the PRO Agreement.

Tim Loughrin, Robertson Brothers Homes, said, the request on our end is that we believe these are much better elevations than what we're currently offering. It also offers the opportunity to provide variety along the street scape. Novi does have a monotony clause and as we're moving along with the project having the additional homes to sell would really help with that so, we think that is an important part of the request and it provides more options for buyers.

If you recall, back in 2018, the plan evolved over several meetings and ultimately what we have is some lots that are difficult to build homes on. Essentially, the eastern ten lots are very limited in what we can provide because they are narrow. Having this new plan series would really help with that. It would add a couple more plan options for buyers and that's where most of our homes are left to sell in the community so we feel it will be a win-win and it will provide a better street scape and better options. It's not a Novi requirement to have the five-foot separation, that was part of the PRO Agreement. We feel these new plans are superior in many ways, not just architecturally, which you can see from the elevations. We would like to continue this development with these additional options for home buyers but would still offer what we had previously as well. Your façade consultant, I believe, would agree these are better looking plans. We would continue the same color and material palette as what was approved, it would simply be adding additional home options. The only deviation would be not having that five-foot separation with the garage. There are some plans that certainly do still have that and it's not like these are garage prominent, I think they're very well appointed and look nice.

Chair Pehrson said this is a public hearing if anyone in the audience wishes to address the Planning Commission on this matter you may do so now.

Rachel Sines, 2219 Austin Drive, said for anyone new to the Planning Commission, there has been problems with the Lakeview development in the community from conception. Robertson Brothers started this project trying to cram 74 three-story apartments on this property. With constant complaints from the residents about the concept presented, the City of Novi held a workshop for the community to create a vision for what should be done for this area. The overwhelming decision was that the residents wanted to see country cottage style one-story homes to blend in with the existing neighborhoods. Knowing the Robertson Brothers, they still tried to cram in as many houses as possible and the biggest houses they could after it was made very clear that the residents did not want giant homes. In the end, the development settled on twenty single family homes, none of which were country cottage style homes. Robertson Brothers chose the housing types they wanted to build. If Robertson Brothers knew at the time that all the houses they chose wouldn't fit on the lots, which I find hard to believe, they could have figured that out before the development took off. What they wanted to do was sell all the lots to accommodate the largest house they have in the project, and I can only assume the most profitable before asking to add more options. These options presented today should have been available for every lot from the beginning. It's shameful to play the residents and the city to get as many as the big homes built before presenting more options. They agreed to a style at inception, and I believe they should be held accountable to their commitment.

Dorothy Duchesneau, 125 Henning Street, said I'm concerned about the new elevations the developer has proposed. As Rachel stated earlier, for something that's supposed to be cottage style neighborhood development, those sure don't look cottage style to me. In fact, I would take a really good look at the maximum elevations on some of those. I'm sure a very creative person putting in the right type of trusses in those attics can end up with a third story without batting an eye. They're

mcmansions that were supposed to be smaller style homes and thereby more affordable. It just doesn't fit, and I think that these newer larger homes will definitely dwarf the rest of the neighborhood.

Chair Pehrson asked for the written correspondence.

Planning Assistant Daniels said I did receive one letter from Todd Keene, 2300 Austin Drive, who supports the request.

Chair Pehrson closed the audience participation and turned it over to the Planning Commission for their consideration.

Member Avdoulos said there's the two residents that provided some commentary. The square footage from what was originally presented and in the PRO to what we're looking at now, is that changing dramatically? What's the average square footage of these homes?

Tim Loughrin said right now the current plans are roughly 1,900-2,400 square feet. There is a sunroom option on both of those that would add 200 more square feet so 1,900-2,600 square feet is what the existing plans would allow. This request essentially has another approximately 1,950 square foot plan and a 2,350 square foot plan. Those are the two that would essentially be permitted to be built on the east side of Old Novi Road so certainly not mcmansions by any stretch. There are some in the area, but we do not build mcmansions. On the west side, I think there's maybe two or three lots that could accommodate a little bit larger home. We have a 2,600 and 2,800 square feet option, there's only a couple of lots left for that. This is mostly a request for those east ten lots, which again would be no more than 2,400 square feet, which is basically what the project was originally envisioned for. Regarding the question about why we didn't know, this is a plan series. We did not have this plan series in 2018. We've been developing this and feel this is a very good location for that series. Simply put, we knew that all the homes on the east side would be that smaller version. This is what we could get on this site. Rachel is right, we came in with more density, we were encouraged to do so by some in the city. Ultimately working with the neighborhood, which I think we did a very good job at, we've done more than what I can say any other developer would do and I think they'll fit into the neighborhood and they're very attractive.

Member Avdoulos said I just wanted to see if that five-foot deviation would create a dramatic change in the original character of what was being presented in the PRO. To our façade consultant, Doug, based on what you have seen as indicated here that you think that the new designs are in conformance with the Ordinance equal or of better quality to those already approved, do you see any big change to what's been presented based on this five-foot adjustment?

Doug Necci, Façade Consultant, said no in fact, features that were present on the original plan are still present on the proposed new facades maybe with an increased level of detail and features on the façade so I think they're equal or greater architectural quality than the original plan. One could say that the garage door itself being pulled forward would give it more presence, but all these homes have very well-defined front entrances that visually precede the garage door. Certainly, more options will help with the similar/dissimilar compliance because they will have more to choose from.

Member Becker said is there some way for Robertson Homes to keep people from choosing the same elevation? You have a lot of options, but what would keep people from perhaps everyone choosing a favorite?

Tim Loughrin said the city does have what I call a monotony clause, where you basically can't sell the same elevation next to or across the street from each other. We usually have that same requirement in all the communities we build, regardless if the city has a requirement or not. That's

been a challenge with the fact that we only have one house plan available on the east side of Old Novi Road, that's our Charleston plan and that is the only one that fits on the east side, so we are struggling with that. We have three elevations right now for that plan and we actually have one lot that we have to create a new elevation for if we are not successful tonight in offering new options. Our take on this is that we will provide additional options that will meet that similar/dissimilar ordinance by nature by giving them that many options, but we don't sell them in the city and allow the same house with the same elevation and color scheme next to each other.

Member Becker said in my drive by I went down a number of streets and every home that I saw was single family, front facing attached garage, and none of the garages were set back five feet. I think we have a lot of other places in the city where we have in fact waived the five-foot setback and to me, seeing that many homes, it did not look offensive at all to see the garage that far forward so I have no problem with the requested exemption of the five foot setback.

Member Dismondy said I drive by this street every day and I think the more varied the street scene, the better. I just want to confirm that the amendment to the PRO doesn't mean you can build a taller and bigger house, correct?

Chair Pehrson said that's correct.

Member Lynch said I remember this project and it was a struggle and I think the developer fixed a lot of problems like drainage issues and we finally arrived at some elevations and some mixture. I think Commissioner Avdoulos asked all my questions and I'm satisfied with the answers. I still believe it conforms with the Ordinance and I am interested in the new design. It does look a little more appealing and with the diversity of the elevations, I think it's going to turn out quite nicely.

Member Roney said you've all asked the questions I would have asked so no further comments.

Member Verma said I just want to know about the ten houses. Will they be the same elevation or different?

Tim Loughrin said they will all be different elevations. We cannot sell the same elevation next to each other so they will all be different elevations. Hopefully, if this is approved, we will be able to provide two new plans which will provide many more elevations.

Member Verma said you mentioned the 1,900 to 2,200 square feet homes. Will the 2,200 square feet option fit in those areas?

Tim Loughrin said yes, it's 1,950 to almost 2,400 square feet so those two would fit on the east side lots.

Member Verma said from the garage, what is the length of driveway?

Tim Loughrin said it is at least 20 feet.

Planner Bell said there is a 20-foot setback so the garage would not be before 20 feet of the sidewalk.

Member Verma said so there's a sidewalk also?

Planner Bell said yes.

Member Verma said so you can fit two more cars in the driveway, not including the garage?

Planner Bell said yes.

Chair Pehrson said I support the request and don't see any drawbacks.

Motion made by Member Avdoulos and seconded by Member Lynch.

ROLL CALL VOTE TO RECOMMEND JSP18-16 LAKEVIEW FOR APPROVAL TO CITY COUNCIL TO AMEND THE PLANNED REZONING OVERLAY AGREEMENT MADE BY MEMBER AVDOULOS AND SECONDED BY MEMBER LYNCH.

In the matter of Lakeview JSP18-16, motion to recommend approval to the City Council to amend the Planned Rezoning Overlay Agreement as follows:

- a. Remove condition (k) on page 5 of the recorded PRO Agreement which states "All lots/units shall have front entry attached garages, which will be set back a minimum of 5 feet from the porch."**
- b. The new proposed home models to be added to Exhibit B of the PRO Agreement.**

This motion is made because:

- 1. The PRO Agreement otherwise remains unchanged and there are no changes proposed to the lot layouts, deviations and other conditions of development;**
- 2. The amendment will allow for a greater variety of home models that can be accommodated within the lots on the east side of Old Novi Road;**
- 3. The proposed new single family home models are consistent with those previously approved for this development, and appear to be generally of equal or greater architectural quality.**
- 4. The new homes proposed will still be reviewed for compliance with the similar/dissimilar ordinance (Section 3.7) at the time of plot plan submittal;**
- 5. The driveway length will still allow adequate room for parking vehicles within the driveway without encroaching into the sidewalk**

Motion carried 7-0.

MATTERS FOR CONSIDERATION

1. TEXT AMENDMENT – SIGN ORDINANCE UPDATES

Set public hearing for Text Amendment 21-188.01 to update the Code of Ordinances, Chapter 28, "Signs", in order to comprehensively revise the regulations.

City Planner McBeth said this is the first time that the Planning Commission has seen the proposed changes to the sign ordinance, but the draft ordinance in front of you this evening is the result of the work of the City Council's Ordinance Review Committee on the proposed changes to the City's sign ordinance over the course of several months. The Planning Commission should note that the strike-through version of the ordinance that was presented in the packet shows the changes in red text. The rest of the ordinance that is not in red text is proposed to remain the same.

The changes to the Sign Ordinance were prompted by recent case law relating to "off-premises" signs or what we typically refer to as billboards. There are also a few "clean-up" items brought forward by Code Compliance staff, who now have a few years of applying the sign ordinance that was last overhauled in 2017. A few weeks ago, the City Council reviewed the amendments and referred the proposed ordinance amendments to the Planning Commission for review and for a public hearing. The Planning Commission is asked this evening to consider setting a public hearing for the proposed ordinance amendment for an upcoming meeting. City Attorney Tom Schultz is present on the call this evening. If anyone has any specific questions about the ordinance at this time, you may ask them now, or in a few weeks at the public hearing.