



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item 1
July 13, 2015

SUBJECT: Approval of the request of GR Meadowbrook, LLC for approval of a Special Development Option (SDO) Agreement for the Huntley Manor development, consisting of a 210-unit multiple family gated community. The property is located on the south side of Grand River Avenue, west of Meadowbrook Road in the Gateway East (GE) District.

SUBMITTING DEPARTMENT: Community Development Department - Planning Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The petitioner, GR Meadowbrook, LLC, requests approval of a Special Development Option (SDO) Agreement including a Concept Plan in the GE, Gateway East District for the proposed Huntley Manor development consisting of a 210 unit multiple family development. The property totals 26.62 acres located on the south side of Grand River Avenue across from the Gateway Village development and between the Fountain Park Apartment complex and the O'Brien-Sullivan Funeral Home.

The Gateway East Ordinance states, if the City Council grants approval of a Special Development Option application for the Concept Plan Review, the approval shall be considered to be tentative. With the tentative Concept Plan approval, the City Council will authorize the applicant to prepare a "contract" which needs to be reviewed by the City Attorney and approved by the City Council at a subsequent meeting. Final approval of the Concept Plan is effective on recording of the contract at Oakland County. After the contract is recorded at Oakland County, the City Council may review a Preliminary Site Plan, consistent with the concept plan, for approval. Final Site Plan approval may be granted administratively unless otherwise requested by the City Council.

The City Council tentatively approved the Concept Plan on March 23, 2015, with the deviations from the ordinance standards as noted in the staff and consultant's review letters. The City Council's motion included two additional conditions to be included in the Special Development Option (SDO) Agreement:

- a. The agreement shall also include language related to screening along the south property line that reflects the language that was in the previous agreement to provide sufficient buffering capacity between the adjacent properties.
- b. The agreement shall also include language requiring pedestrian scale street lighting along the frontage of Grand River consistent with lighting use on adjacent developments.

A Special Development Option Agreement has been prepared through the work of the City Attorney's Office and the applicant's attorney, incorporating the conditions of the City Council's motion, and it is now in the form acceptable for the City Council's consideration and approval. The following deviations have been noted in the agreement, as reviewed previously on the Concept Plan:

1. Clubhouse Loading Space: The requested deviation for the deficient clubhouse loading area (940 square feet required, 480 square feet provided) as the applicant has demonstrated that large deliveries will not take place at this location.
2. Landscape Waivers: The requested deviations of ordinance standards to allow a decorative fence along Grand River Avenue in lieu of the required berm, evergreen trees in place of canopy trees, and the lack of large shrubs around the existing detention basin.
3. Building Materials: A Section 9 façade waiver for the underage of brick and the overage of asphalt shingles on the proposed buildings, as the design is consistent with the intent and purpose of the Zoning Ordinance.

Two additional deviations from ordinance standards are provided in the draft SDO Agreement for the City Council's consideration:

- a. Light Fixtures: The applicant has provided street lighting for the proposed internal streets that is decorative in nature. Staff offered support in the Concept Plan Review Letter for a deviation to permit lighting fixtures that are not full cut-off fixtures adjacent to residential zoning. This deviation was inadvertently left out of the suggested motion for the March 23rd City Council consideration of the Concept Plan. It is now included in the draft SDO Agreement.
- b. Internal sidewalk on one side of the private street: Deviation for absence of a portion of the sidewalk on the south side of proposed Midtown Circle along the extent of Wetland B (east of building 7). During the review of the Preliminary Site Plan, the City's Wetland Consultant noted that there is a conflict between a section of the required sidewalk on the south side of Midtown Circle and an existing regulated wetland within an MDEQ-protected conservation easement. Wetland impact permits were previously granted for the former Brooktown development, and as a result, the conservation easement has already been granted to the MDEQ for the remaining existing wetlands. Further impacts to the wetland would require an adjustment to the previously granted MDEQ conservation easement.

To eliminate the conflict with the existing wetland, the applicant has proposed to eliminate approximately 200 feet of the sidewalk/boardwalk on the south side of the street and proposed crosswalks to the north side of the street. Staff is in support of this deviation, as it is unlikely that the MDEQ would look favorably on modifying an existing conservation easement (even to allow sidewalk or a boardwalk), the distance is relatively short, and provisions have been made to direct and cross pedestrians to the other side of the street. Given the current site layout, there is insufficient space to move the sidewalk to avoid the conflict. This deviation is included in the draft SDO Agreement for consideration by the City Council.

Public Hearing and Planning Commission Recommendation

A public hearing for the request was held by the Planning Commission on February 25, 2015. At that meeting, the Planning Commission recommended approval of the Huntley Manor Special Development Option Concept Plan JSP 14-56.

City Council Action

The City Council held a public hearing on the proposed Concept Plan at the March 23rd City Council meeting. Tentative approval of the plan was granted at that time, subject to a number of conditions, and direction was provided for the City Attorney to prepare an

SDO Agreement to be brought back before the City Council for final approval. Relevant minutes from the City Council meeting are attached.

The City Council is now asked to consider final approval of the Concept Plan and Special Development Option Agreement, as drafted.

RECOMMENDED ACTION:

Approval of the request of GR Meadowbrook, LLC for a Special Development Option (SDO) Agreement for the Huntley Manor development, consisting of a 210-unit multiple family gated community, subject to final review and approval as to form, including any required minor and non-substantive changes, by the City Manager and City Attorney's office. This motion is made for the reason that the Agreement meets the spirit and intent of the tentative approval granted by the City Council at the meeting of March 23, 2015.

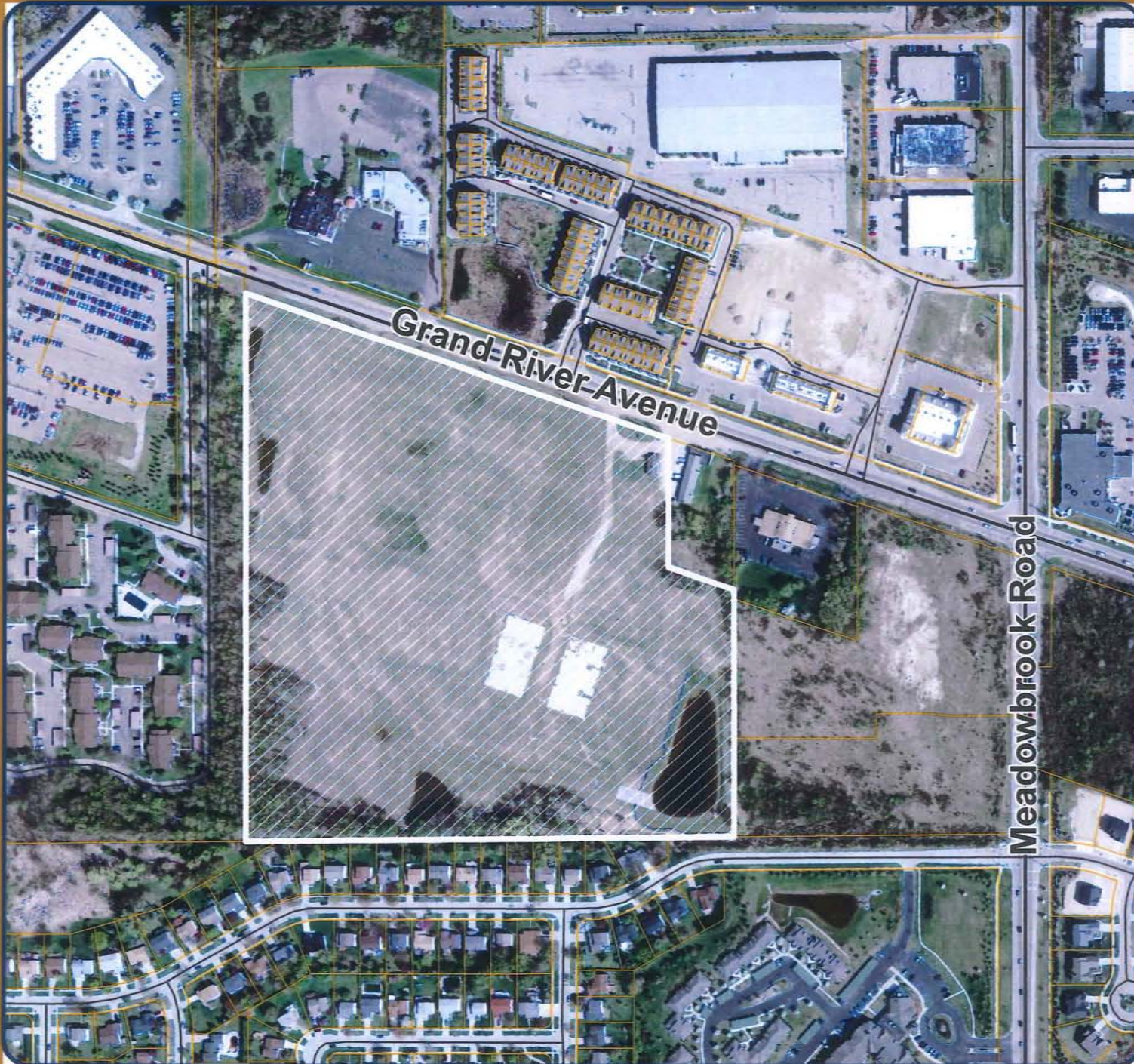
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

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

LOCATION MAP

Huntley Manor JSP14-56

Location



Map Legend

Subject Property



City of Novi

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

Map Author: Kristen Kapelanski
Date: 02-19-15
Project: Huntley Manor JSP14-56
Version #: 1.0

MAP INTERPRETATION NOTICE

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

CONCEPT PLAN

PRELIMINARY SITE PLAN FOR HUNTLEY MANOR

A MULTI-FAMILY DEVELOPMENT
SECTION 23, TOWN 1 NORTH, RANGE 8 EAST,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PREPARED FOR:
GR MEADOWBROOK, LLC
31550 Northwestern Highway, Suite 200
Farmington Hills, MI 48334
Phone: (248) 865-0066

LEGAL DESCRIPTION

A Part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as commencing at the East 1/4 corner of said Section 23; thence South 86°49'00" West, 667.85 feet, (previously recorded as South 86°52'16" West, 669.71 feet), along the East and West 1/4 line of said Section 23 and the Northerly line of "Meadowbrook Glens Subdivision No.3", as recorded in Liber 145 of Plats, Pages 1, 2, 3, and 4, Oakland County Records, for a POINT OF BEGINNING; thence South 87°06'29" West, 153.14 feet, along the East and West 1/4 line of said Section 23 and the Northerly line of said "Meadowbrook Glens Subdivision No.3"; thence South 86°48'16" West, 895.90 feet, along the East and West 1/4 line of said Section 23 and the Northerly line of said "Meadowbrook Glens Subdivision No.3"; thence South 86°50'36" West, 74.19 feet, along the East and West 1/4 line of said Section 23 and the Northerly line of said "Meadowbrook Glens Subdivision No.3"; to a point (said point being North 87°05'38" East, 179.45 feet and North 86°50'36" East, 694.95 feet from the Center of said Section 23); thence North 02°55'23" West, 1266.88 feet, (previously recorded as North 02°51'49" West, 1267.16 feet, to a point on the Southerly right-of-way line of Grand River Avenue (100 feet wide); thence South 73°47'42" East, 1033.71 feet, (previously recorded as South 73°44'09" East, 1036.06 feet), along the Southerly right-of-way line of said Grand River Avenue; thence South 02°33'23" East, 46.23 feet; thence South 11°01'50" West, 69.11 feet; thence South 79°07'09" East, 16.69 feet; thence South 02°33'23" East, 165.92 feet; thence South 73°42'54" East, 160.03 feet; thence South 02°52'09" East, 15.88 feet, (previously recorded as South 00°19'55" West); thence South 02°39'05" East, 571.95 feet, (previously recorded as South 02°23'56" East, 565.91 feet), to the Point of Beginning. All of the above containing 26.62 Acres. All of the above being subject to easements, restrictions and right of ways of record. All of the above being subject to the rights of the public in Grand River Avenue.

FIRE DEPARTMENT NOTES

- All fire hydrants and water mains shall be installed and in service prior to above foundation building construction as each phase is built.
- All roads shall be paved and capable of supporting 35 tons prior to construction above foundation.
- Building addresses shall be posted facing the street during all phases of construction. Addresses shall be a minimum of three inches in height on a contrasting background.
- Provide 4-6" diameter concrete filled steel posts 48" above finish grade at each hydrant as required.
- Fire lanes shall be posted with "Fire Lane - No Parking" signs in accordance with Ordinance #85.99.02.

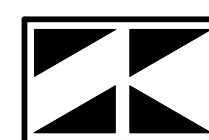
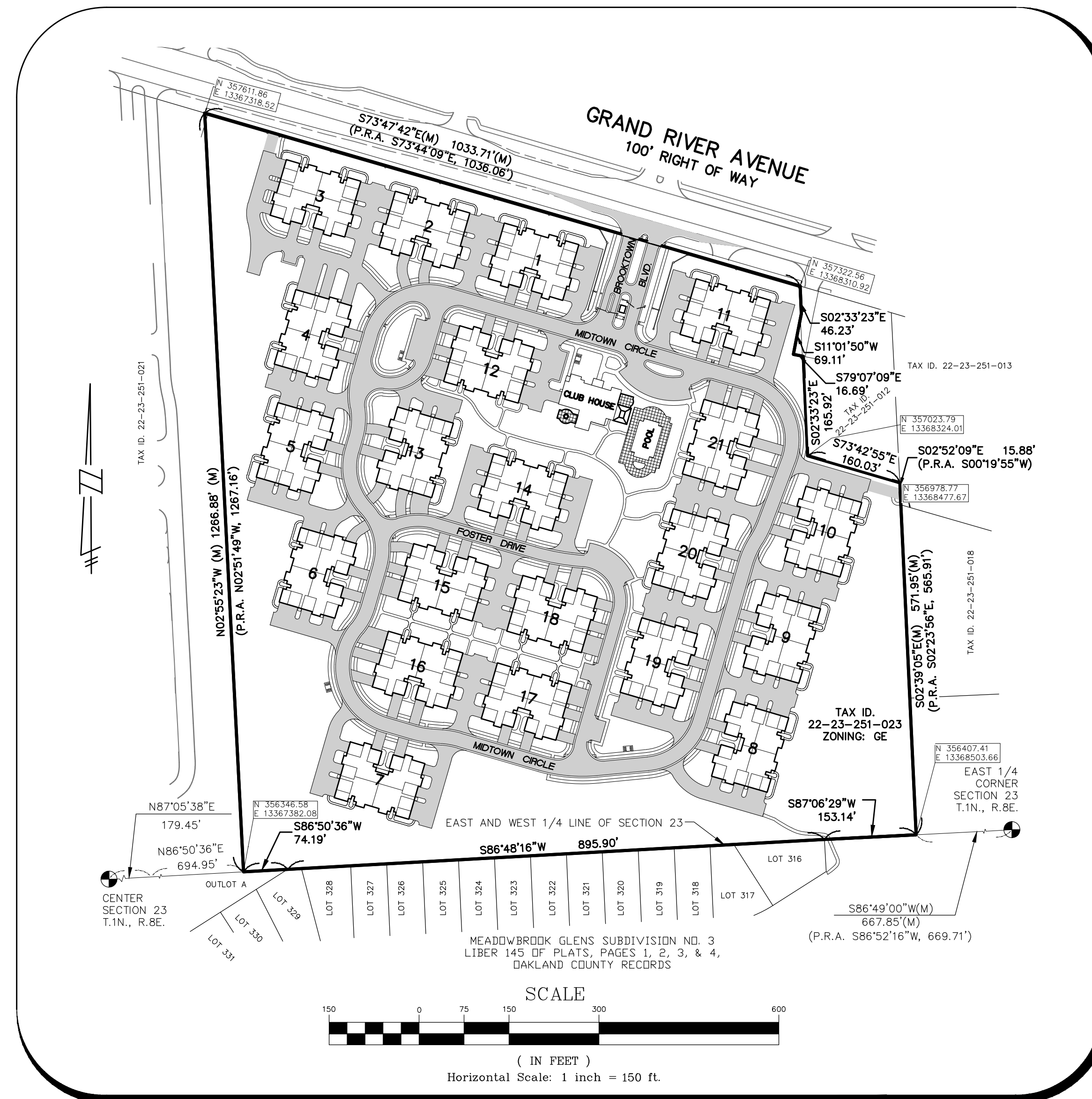
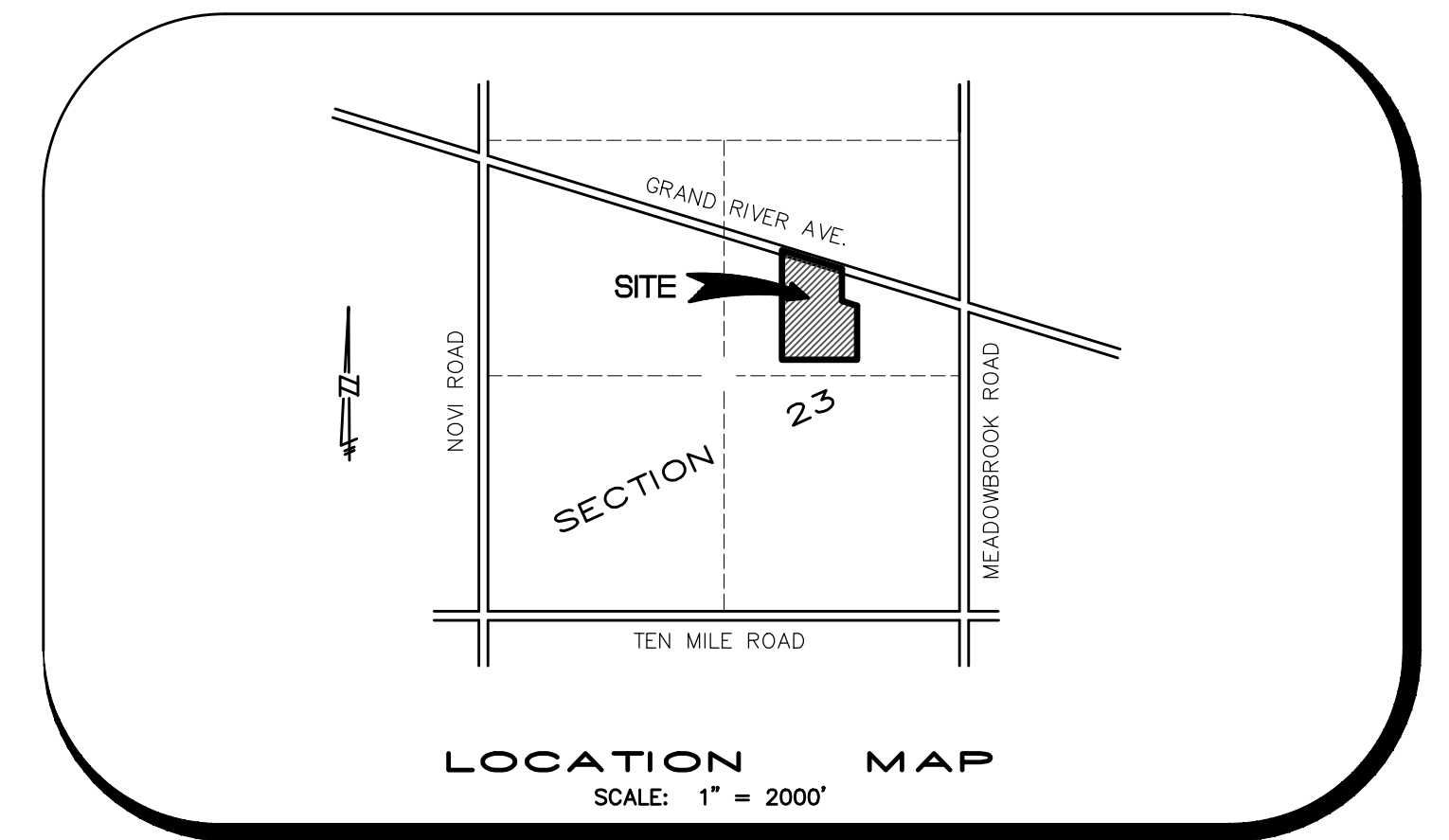
BENCHMARK

CITY OF NOVI BENCHMARK NO. 2321

X ON SOUTHEAST FLANGE BOLT OF FIRE HYDRANT LOCATED 15 FEET SOUTH OF GRAND RIVER AND ACROSS FROM OFFICES #42020 GRAND RIVER.
ELEVATION = 906.27

NOTES

- ALL WORK SHALL CONFORM TO THE CITY OF NOVI'S CURRENT STANDARDS AND SPECIFICATIONS.
- THE CONTRACTOR MUST OBTAIN A PERMIT FROM THE CITY OF NOVI FOR ANY WORK WITHIN THE RIGHT-OF-WAY OF GRAND RIVER AVENUE.
- ALL PAVEMENT MARKINGS, TRAFFIC CONTROL SIGNS, AND PARKING SIGNS SHALL COMPLY WITH THE DESIGN AND PLACEMENT REQUIREMENTS OF THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.



SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 FAX: 248.308.3335

ARCHITECTURAL PLANS PROVIDED BY:
ALEXANDER V. BOGAERTS & ASSOC.
2445 FRANKLIN ROAD
BLOOMFIELD HILLS, MICHIGAN 48302
PHONE: 248.334.5000

LANDSCAPE PLANS PROVIDED BY:
KENNETH WEIKAL
LANDSCAPE ARCHITECTURE
33203 BIDDESTONE LANE
FARMINGTON HILLS, MICHIGAN 48334
PHONE: 248.477.3600

SURVEY PROVIDED BY:
CORE LAND CONSULTING, L.L.C.
PROFESSIONAL SURVEYORS
29193 NORTHWESTERN HWY., SUITE 693
SOUTHFIELD, MICHIGAN 48034
PHONE: 248.932.7120

SHEET INDEX

- COVER SHEET
- CONCEPT PLAN - NORTH PORTION
- CONCEPT PLAN - SOUTH PORTION
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- PHASING PLAN
- OPEN SPACE PLAN

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- SECOND FLOOR PLAN
- ELEVATION PLAN - A
- ELEVATION PLAN - B
- ELEVATION PLAN - C
- CLUBHOUSE FLOOR PLAN
- CLUBHOUSE ELEVATIONS
- EXTERIOR MATERIALS

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- SITE PLANTING PLAN
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- SITE IRRIGATION PLAN
- SITE IRRIGATION PLAN
- SITE IRRIGATION PLAN
- PROJECT ENTRY IRRIGATION PLAN
- CLUBHOUSE IRRIGATION PLAN
- SITE IRRIGATION PLAN

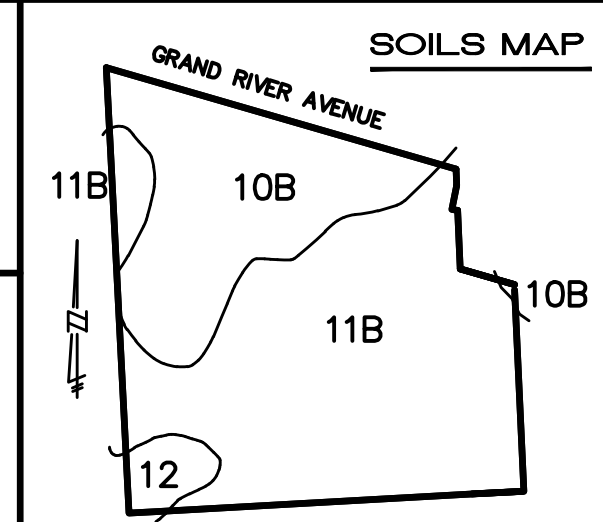
REVISIONS		ENGINEER'S SEAL
NO.	ITEM	DATE
1.	PER CITY REVIEW	11-21-14
2.	PRELIMINARY SITE PLAN	4-6-15
3.	REVISE WALKS	5-21-15

DATE: 10-13-14	DESIGNED BY: A.A. CHECKED BY: C.S.	JOB NUMBER: 12-019 DRAWING FILE: 12-019-CS
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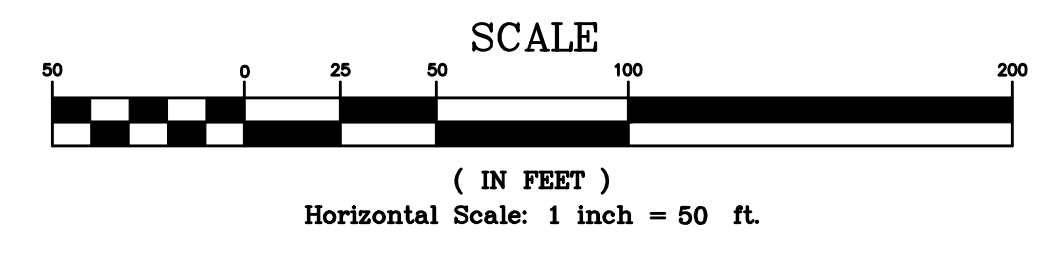
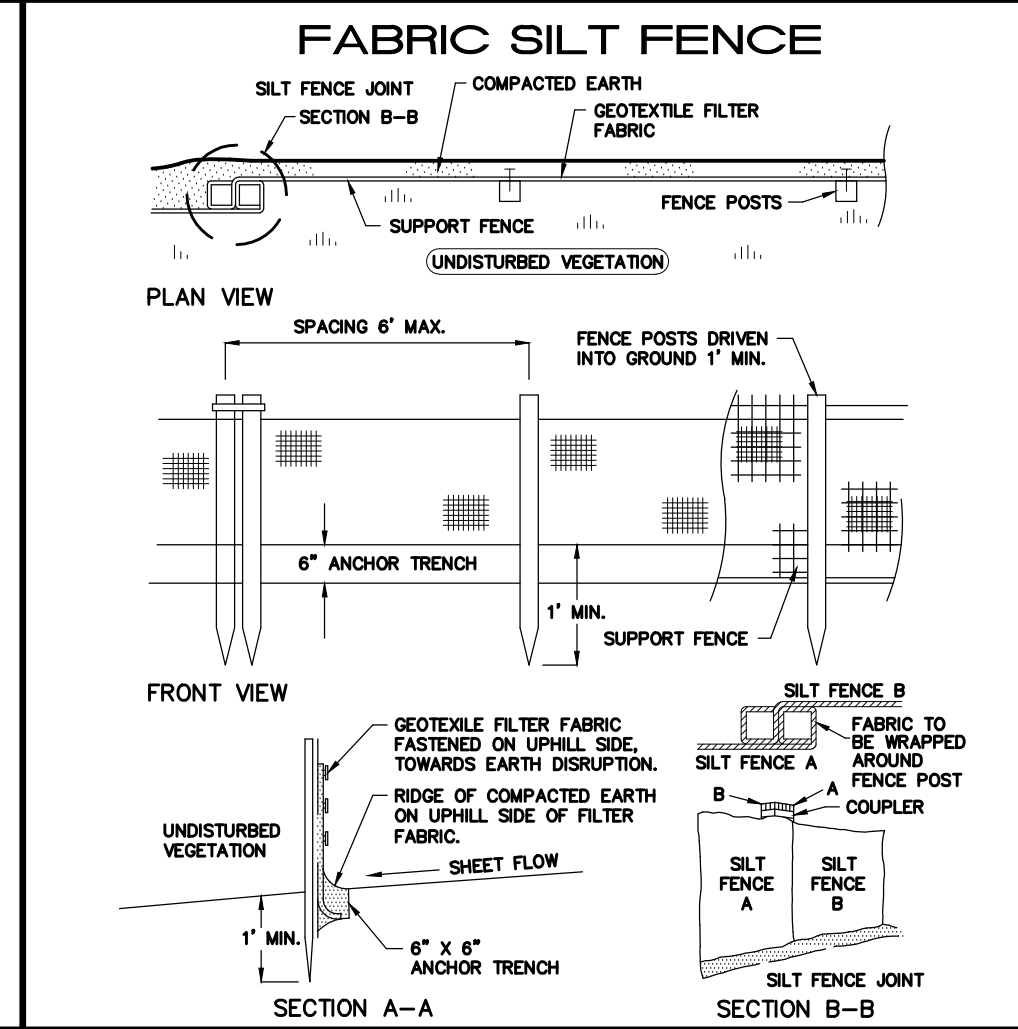
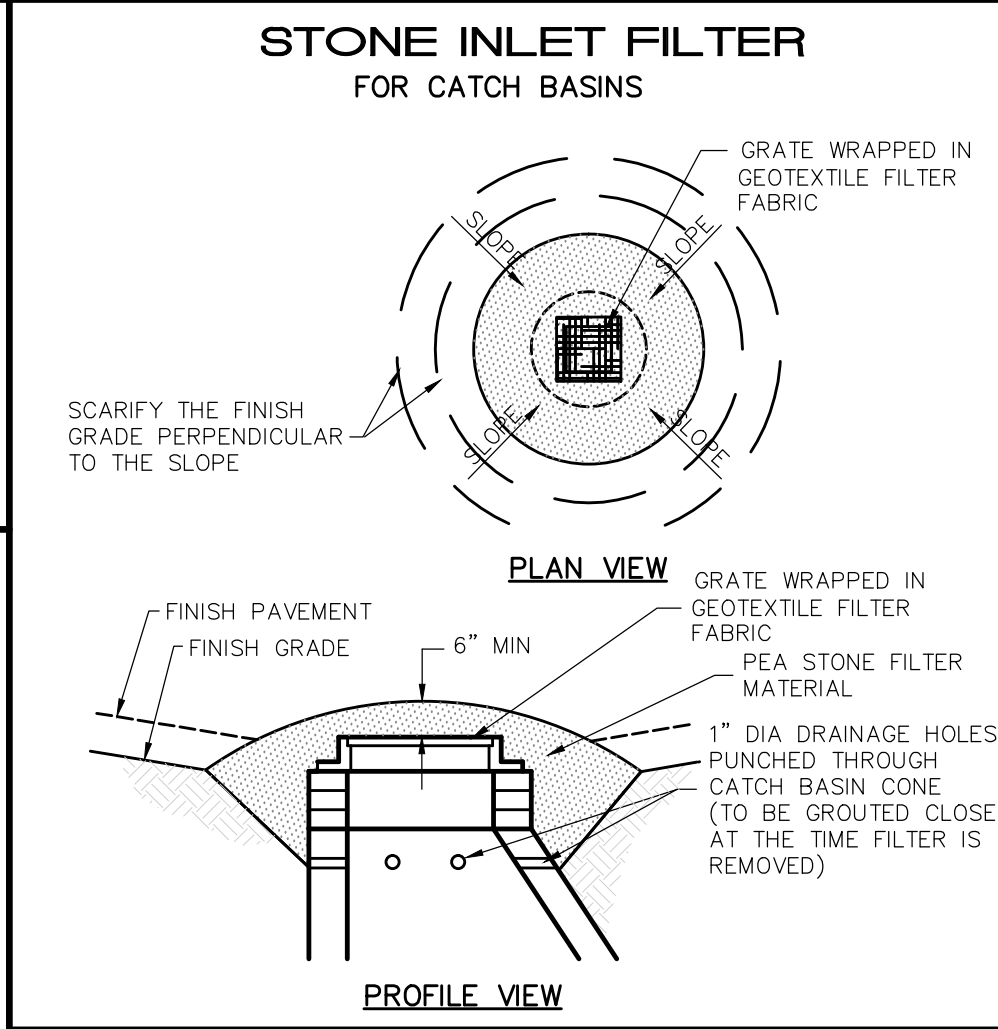
WETLAND IMPACT				
MDEQ NON REGULATED WETLAND (AC.)	WETLAND IMPACT AREA (AC.)	PERMANENT 25' ENVIRONMENTAL SETBACK AREA (AC.)	PERMANENT 25' ENVIRONMENTAL SETBACK DISTURBANCE (AC.)	
A	0.337	0	0.590	0.060
B	0.253	0.01	0.289	0.067
TOTAL:	0.590	0.01	0.879	0.127

SOIL CLASSIFICATIONS
(FROM U.S.C.S. SOIL SURVEY OF OAKLAND COUNTY, MI 1980)

10B - MARLETTE SANDY LOAM, 1-6% SLOPES
11B - CAPAC SANDY LOAM, 0-4% SLOPES
12 - BROOKSTON & COLWOOD LOAMS



- SOIL EROSION CONTROL SEQUENCE OF CONSTRUCTION**
1. INSTALL SILT FENCE AND STONE OUTLET FILTERS.
 2. STRIP AND STOCKPILE TOPSOIL.
 3. MASS GRADE.
 4. CONSTRUCT UTILITIES.
 5. INSTALL SEDIMENT FILTERS ON CATCH BASINS.
 6. INSTALL ALL PUBLIC UTILITIES.
 7. FINISH GRADE AND ESTABLISH VEGETATION.
 8. CLEAN PAVEMENT.
 9. REMOVE SOIL EROSION CONTROL MEASURES.
 10. CONTROL DUST AT ALL TIMES.
 11. REMOVE ALL MUD FROM PUBLIC ROADS DAILY.



NOTE: ALL ONSITE WATERMAIN & SANITARY SEWER TO BE LOCATED ON THE CENTERLINE OF A 20'-WIDE PRIVATE EASEMENT.

PROPOSED IMPROVEMENTS

1. MUNICIPAL SANITARY SEWER TO BE PROVIDED BY CONNECTING TO EXISTING MANHOLE ON THE SOUTH SIDE OF CHERRY HILL ROAD AT THE SOUTH EAST CORNER OF THE DEVELOPMENT. SEWER SHALL BE SDR 26, PVC, 8" DIA.
2. MUNICIPAL WATER TO BE PROVIDED BY CONNECTING TO EXISTING 16" WATERMAIN ON THE SOUTH SIDE OF GRAND RIVE AVE. ALL WATERMAIN SHALL BE D.I. CL54.
3. ON-SITE STORM WATER DETENTION SHALL BE PROVIDED..
4. 5' WIDE CONCRETE SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL INTERIOR ROADS.
5. 8' WD. CONCRETE SIDEWALK SHALL BE CONSTRUCTED ALONG GRAND RIVER AVE.
6. ALL POWER AND COMMUNICATION SHALL BE LOCATED UNDERGROUND.
7. ALL STORM SEWER SHALL BE C-76 CONCRETE.

APARTMENTS (10 UNIT BLDG)		
2 BEDROOM	TOTAL SF (21 BLDGS)	TOTAL UNITS (21 BLDGS)
A UNIT (2): 1,861 SF	78,162	
B UNIT (2): 1,627 SF	68,334	
D UNIT (2): 1,713 SF	71,946	
E UNIT (2): 1,411 SF	59,262	
TOTAL (8) 2 BR UNITS		168
3 BEDROOM (2)		
C UNIT (2): 2,300 SF	96,600	
TOTAL (2) 3 BR UNITS		42
TOTAL (GAR. N.I.)	388,773	
CLUBHOUSE		
TOTALSF	6,249	
PROJECT TOTAL	395,022	210

GRAND RIVER AVENUE LIGHTING:
PEDESTRIAN SCALE STREET LIGHTING SHALL BE PROVIDED ALONG THE GRAND RIVER AVENUE FRONTAGE THAT IS CONSISTENT WITH THE LIGHTING USED ON ADJACENT DEVELOPMENTS. LIGHTING HOURS SHALL BE FROM DUSK TO DAWN.

NOTES:

SUBJECT PROPERTY ZONING: GE

TOTAL SITE AREA (NET OF R.O.W.): 26.62 ACRES

TOTAL DENSITY: 7.89 UNITS/ACRE

TOTAL UNITS: 210 BUILDING UNITS (21 BUILDINGS X 10 UNITS PER BUILDING)

DENSITY: 210/26.62 = 7.89 UNITS/AC.

MAXIMUM LOT COVERAGE:

SITE AREA = 26.62 ACRES
BUILDING AREA = 5.92 ACRES
COVERAGE % PROVIDED = 22.24%

MAXIMUM ALLOWABLE ROOMS:

26.62 AC. x 43,560 S.F./AC. = 725
TOTAL PROPOSED ROOMS = 672

MAXIMUM BUILDING HEIGHT: 28'-0"

PARKING: 2/UNIT + GUEST
BUILDING TYPICAL = (8) 2 CAR UNIT
(2) 1 CAR UNIT

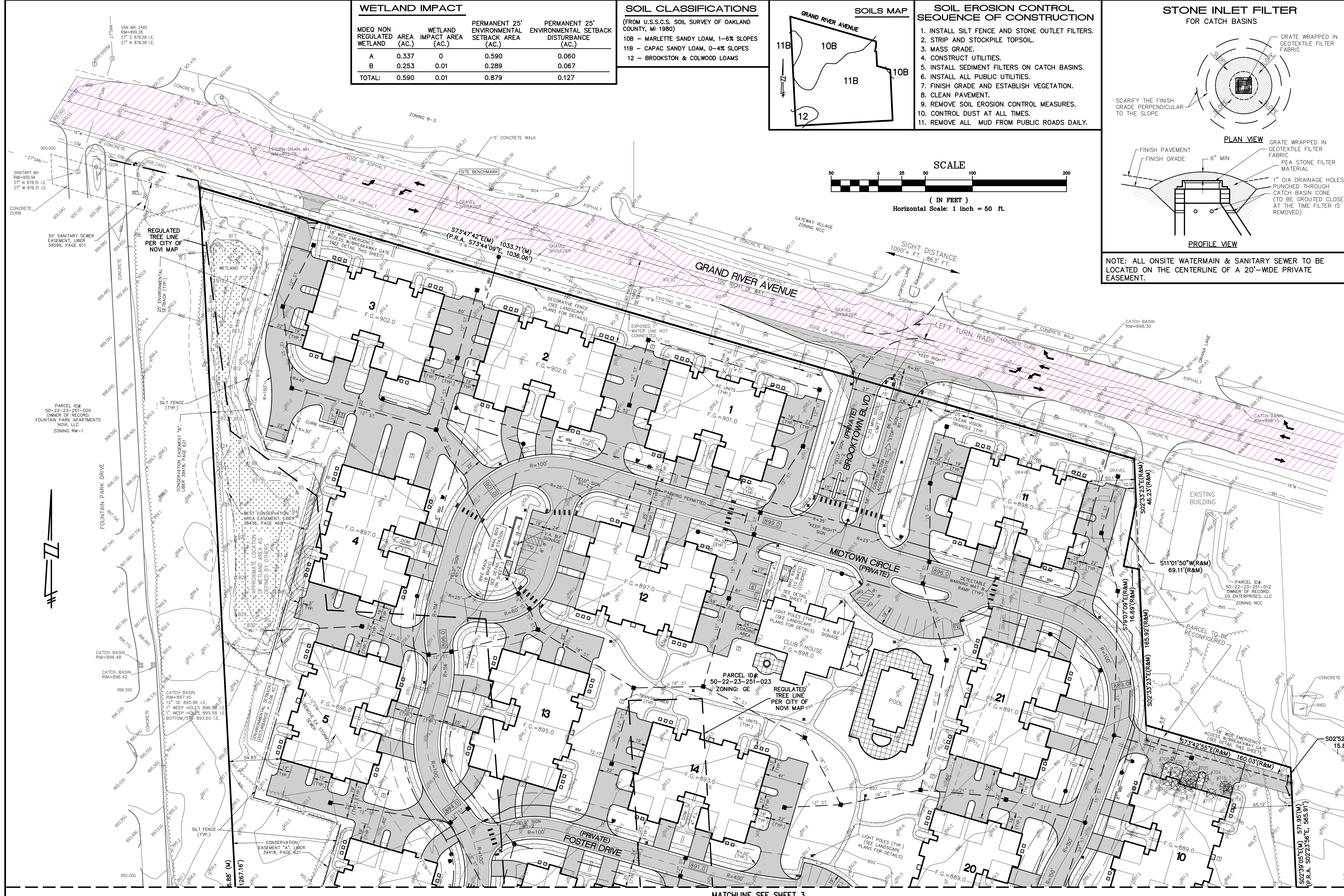
TOTAL GARAGE SPACES/BLDG.: 18
TOTAL DRIVEWAY SPACES/BLDG.: 18
TOTAL RESIDENT PARKING: 756 SPACES
TOTAL VISITOR PARKING SPACES: 44

TRASH DISPOSAL: CURB SIDE PICKUP INCLUDING CLUBHOUSE

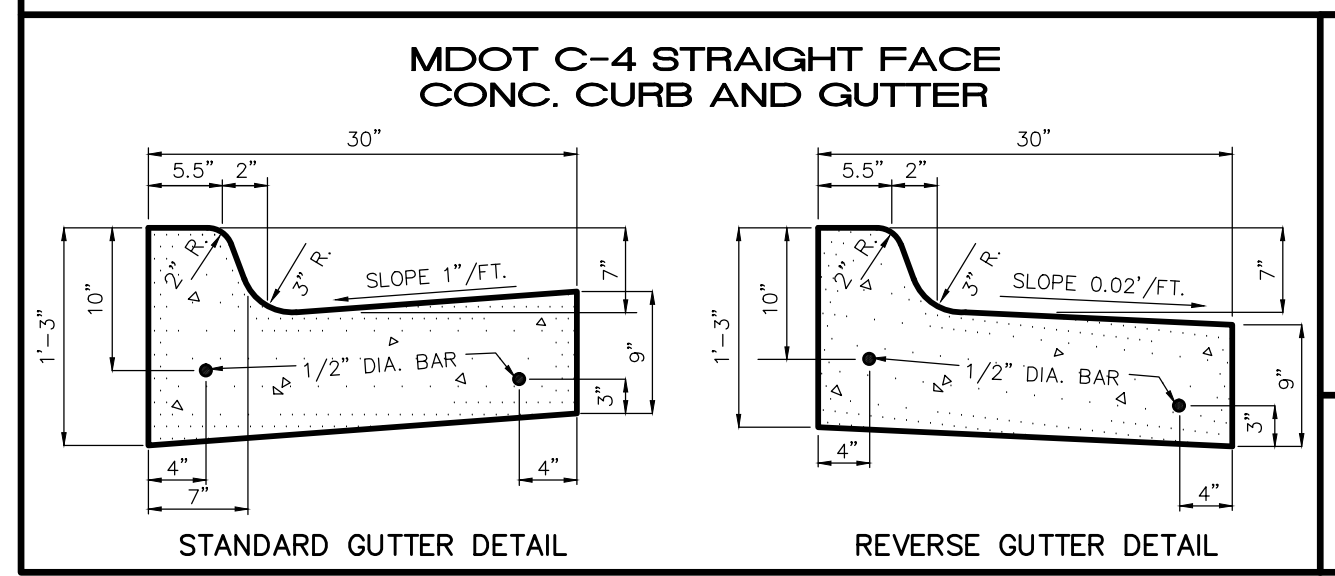
TREES TO BE REMOVED OUTSIDE OF REGULATED AREA: 12
REGULATED TREES REMOVED: 3 (9", 10" & 14")
TOTAL REPLACEMENT TREES REQUIRED: 4

WETLAND ENVIRONMENTAL SETBACK DISTURBANCE: 0.13 AC.

BICYCLE PARKING:
1 FOR EVERY 5 UNITS = 42 SPACES REQUIRED
14 SPACES PROVIDED



MATCHLINE SEE SHEET 3

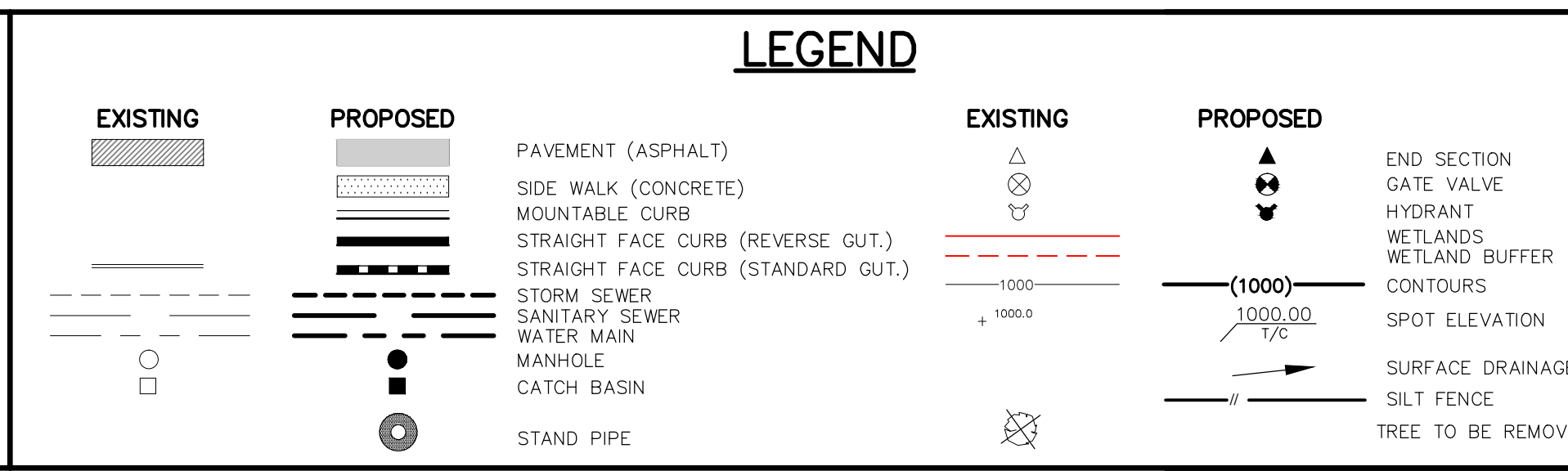
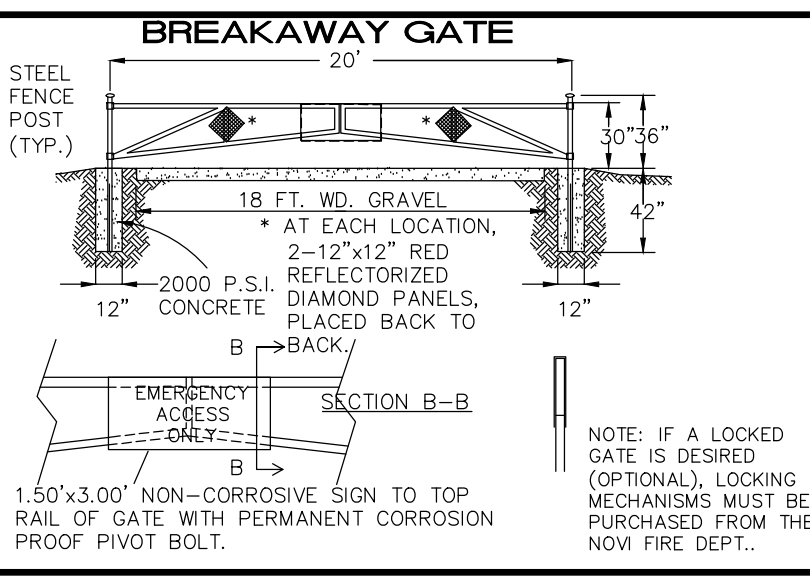


SIGN QUANTITIES

SYMBOL	DESCRIPTION	QUANTITY	PANEL	POST
R1-1	30" "STOP" SIGN W/ STREET SIGN	1	1	
R1-2	30" "YIELD" SIGN W/ STREET SIGN	4	2	
R2-1(25)	"25 MPH SPEED LIMIT" SIGN	1	1	
12"	D3-1 STREET NAME ATOP "STOP" SIGN	1	0	
8"	D3-1 STREET NAME ATOP "YIELD" SIGN	6	0	
R4-7A	"KEEP RIGHT" SIGN	2	2	

SIGNAGE NOTES

1. STREET NAME SIGNS SHOULD BE PLACED A TOP THE INTERIOR YIELD SIGNS AND THE EXISTING STOP SIGNS.
2. ALL STREET-NAME SIGNS SHALL COMPLY WITH THE CITY OF NOVI DESIGN STANDARDS.



REVISIONS

NO.	ITEM	DATE
1.	PER CITY REVIEW	11-21-14
2.	PRELIMINARY SITE PLAN	4-6-15
3.	ADD WALK AT BLVD ENTRANCE	5-21-15

DATE: 09-03-14 DESIGNED BY: A.A. CHECKED BY: C.S.
JOB NUMBER: 12-019

HUNTLEY MANOR
SECTION 23, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PRELIMINARY SITE PLAN - NORTH PORTION

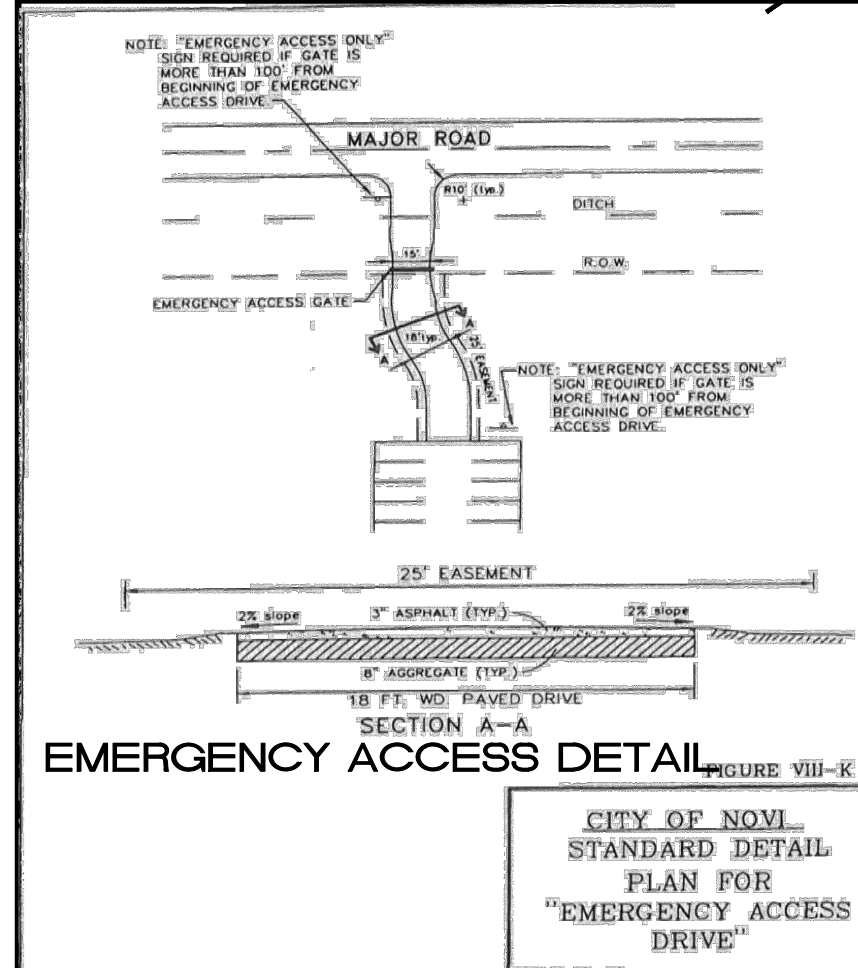
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 FAX: 248.308.3335

SHEET **2**

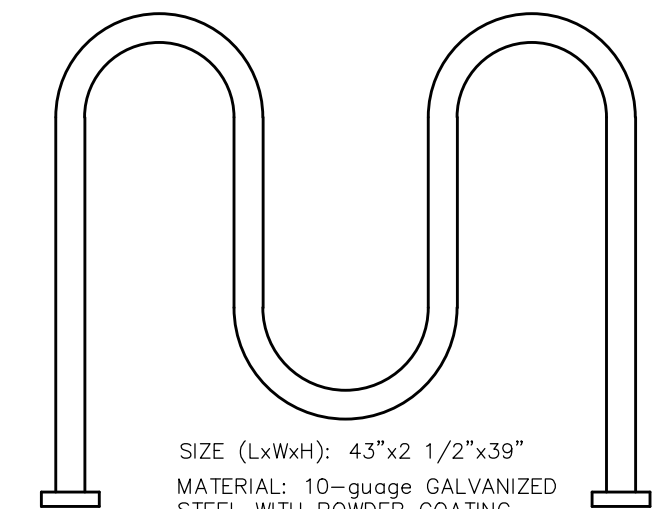
MATCHLINE SEE SHEET 2



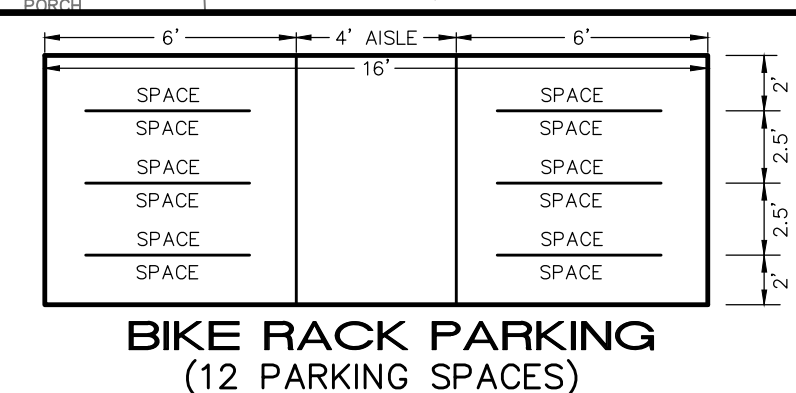
REGULATED		TAG#		SIZE	TYPE	(THESE TREES TO BE REMOVED)		BOTANICAL NAME		CONDITION	ELEV.	REPLACEMENT TREES
NO	704	18"	POPLAR	POPULUS SPP	GOOD	891.0	0					
NO	705	12"	POPLAR	POPULUS SPP	GOOD	891.4	0					
NO	706	24"	POPLAR	POPULUS SPP	GOOD	891.0	0					
NO	707	12"	POPLAR	POPULUS SPP	GOOD	891.2	0					
NO	708	20"	POPLAR	POPULUS SPP	GOOD	890.8	0					
NO	709	8"	POPLAR	POPULUS SPP	GOOD	891.0	0					
NO	710	10"	POPLAR	POPULUS SPP	GOOD	891.0	0					
NO	711	12"	POPLAR	POPULUS SPP	GOOD	891.3	0					
NO	712	8"	POPLAR	POPULUS SPP	GOOD	891.0	0					
NO	713	8"	POPLAR	POPULUS SPP	GOOD	891.0	0					
NO	715	12"	POPLAR	POPULUS SPP	GOOD	891.4	0					
NO	716	12"	POPLAR	POPULUS SPP	GOOD	891.0	0					
NO	717	16"	POPLAR	POPULUS SPP	GOOD	891.4	0					
NO	718	12"	POPLAR	POPULUS SPP	GOOD	890.9	0					
YES	658	14"	POPLAR	POPULUS SPP	GOOD	882.4	2					
YES	354	9"	ELM	ULMUS SPP	GOOD	888.2	1					
YES	355	10"	ELM	ULMUS SPP	GOOD	888.6	1					
							TOTAL	4				



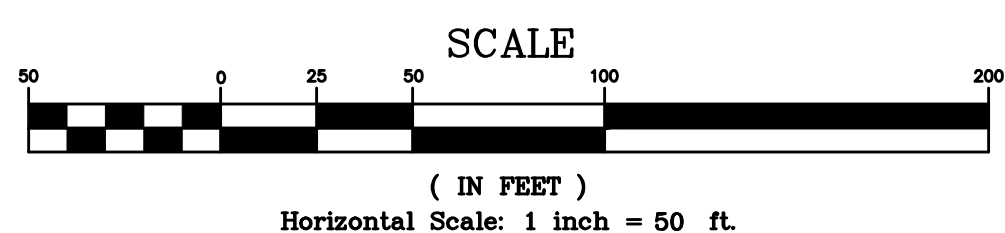
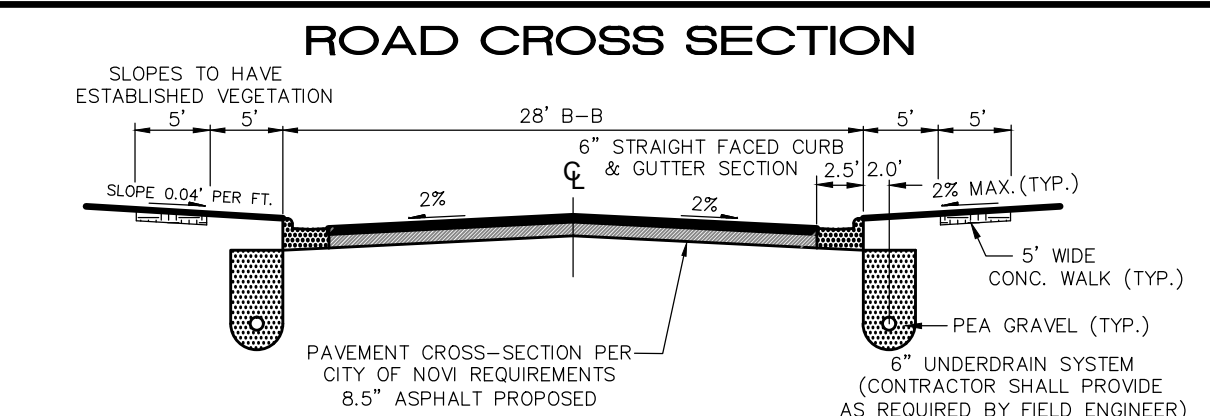
PARKING NOTE:
NO ON-STREET PARKING SHALL BE PERMITTED ON FOSTER DRIVE, OR THE MAIL BOX DRIVE.



"3-LOOP" BIKE RACK
NOT TO SCALE



NOTE: ALL ONSITE WATERMAIN & SANITARY SEWER TO BE CENTERLINE OF 20' WIDE PRIVATE EASEMENT.



LEGEND	
EXISTING	PROPOSED
PAVEMENT (ASPHALT)	END SECTION
SIDE WALK (CONCRETE)	GATE VALVE
MOUNTABLE CURB	HYDRANT
STRAIGHT FACE CURB (REVERSE GUT.)	WETLANDS BUFFER
STRAIGHT FACE CURB (STANDARD GUT.)	CONTOURS
STORM SEWER	SPOT ELEVATION
SANITARY SEWER	1000.00
WATER MAIN	1000.00
MANHOLE	1/4"
CATCH BASIN	SURFACE DRAINAGE
STAND PIPE	SILT FENCE
	TREE TO BE REMOVED

SEE THE LANDSCAPE PLANS FOR TREE REPLACEMENT.

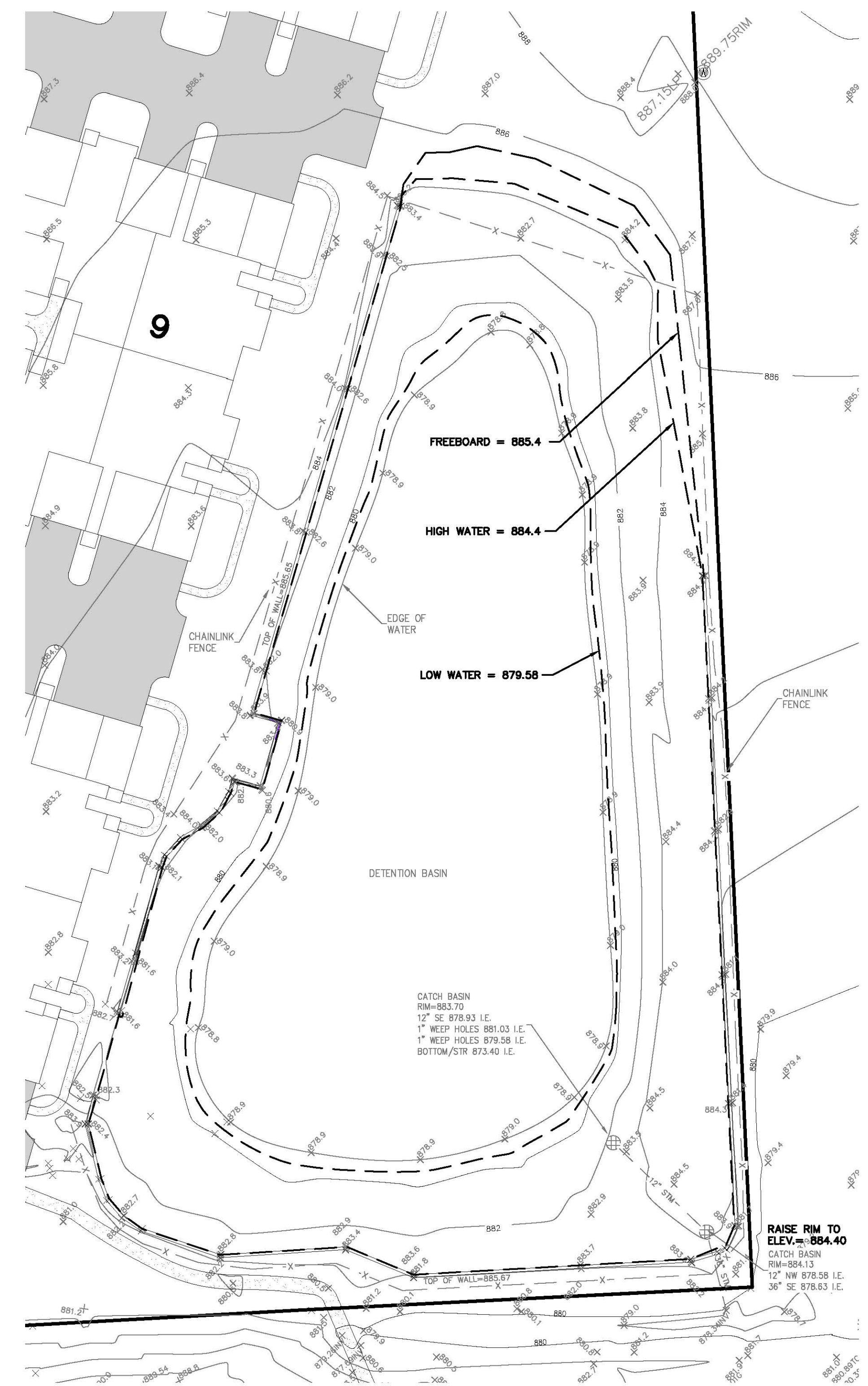
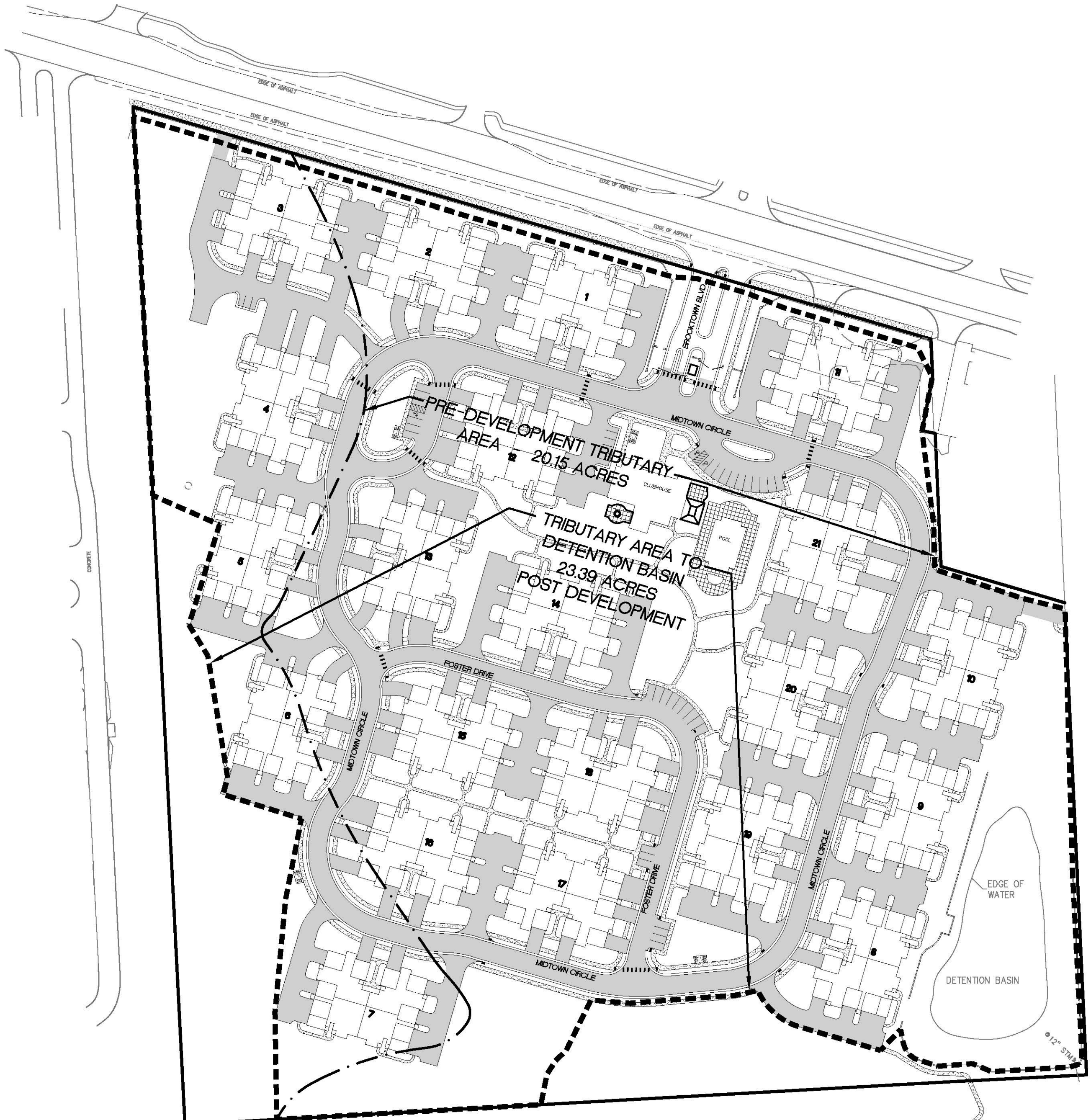
REVISIONS		
NO.	ITEM	DATE
1.	PER CITY REVIEW	11-21-14
2.	PRELIMINARY SITE PLAN	4-6-15
3.	REMOVE SIDEWALK EAST OF BLDG 7	5-21-15

DATE: 09-03-14 DESIGNED BY: A.A.
CHECKED BY: C.S.
JOB NUMBER: 12-019

HUNTLEY MANOR
SECTION 23, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN
PRELIMINARY SITE PLAN - SOUTH PORTION

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MANCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 FAX: 248.308.3335

SHEET **3**



STORM WATER DETENTION CALCULATIONS

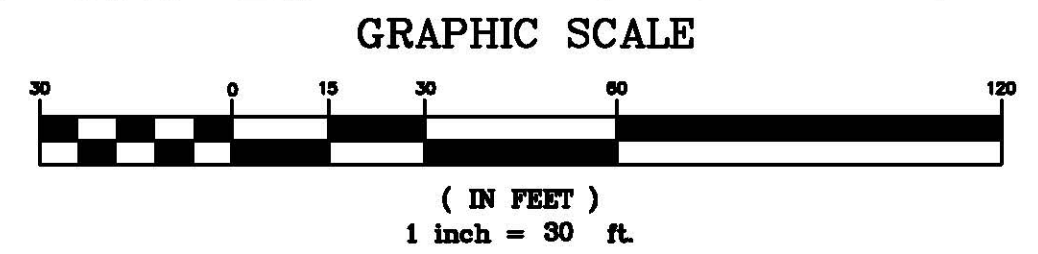
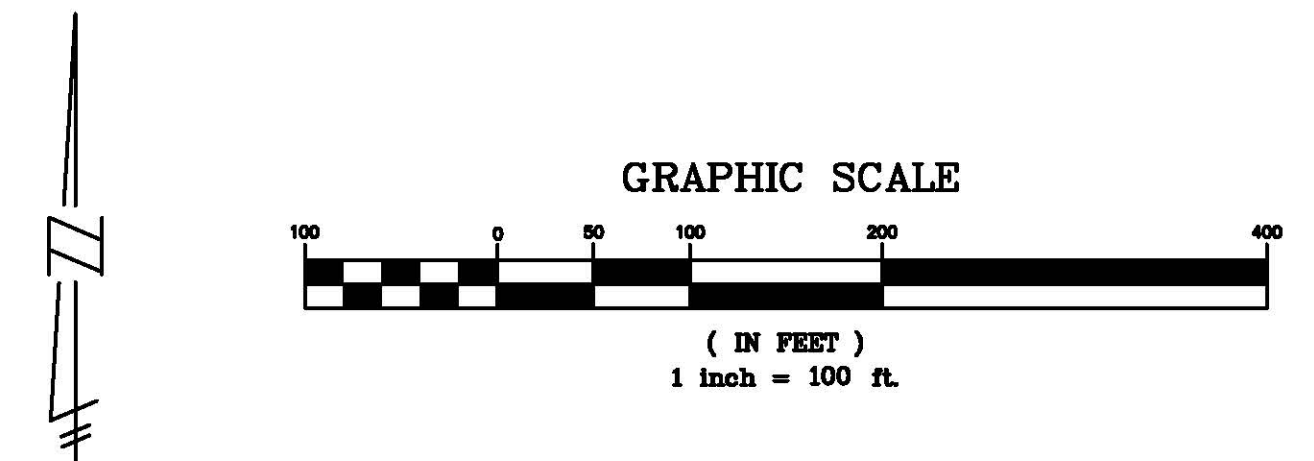
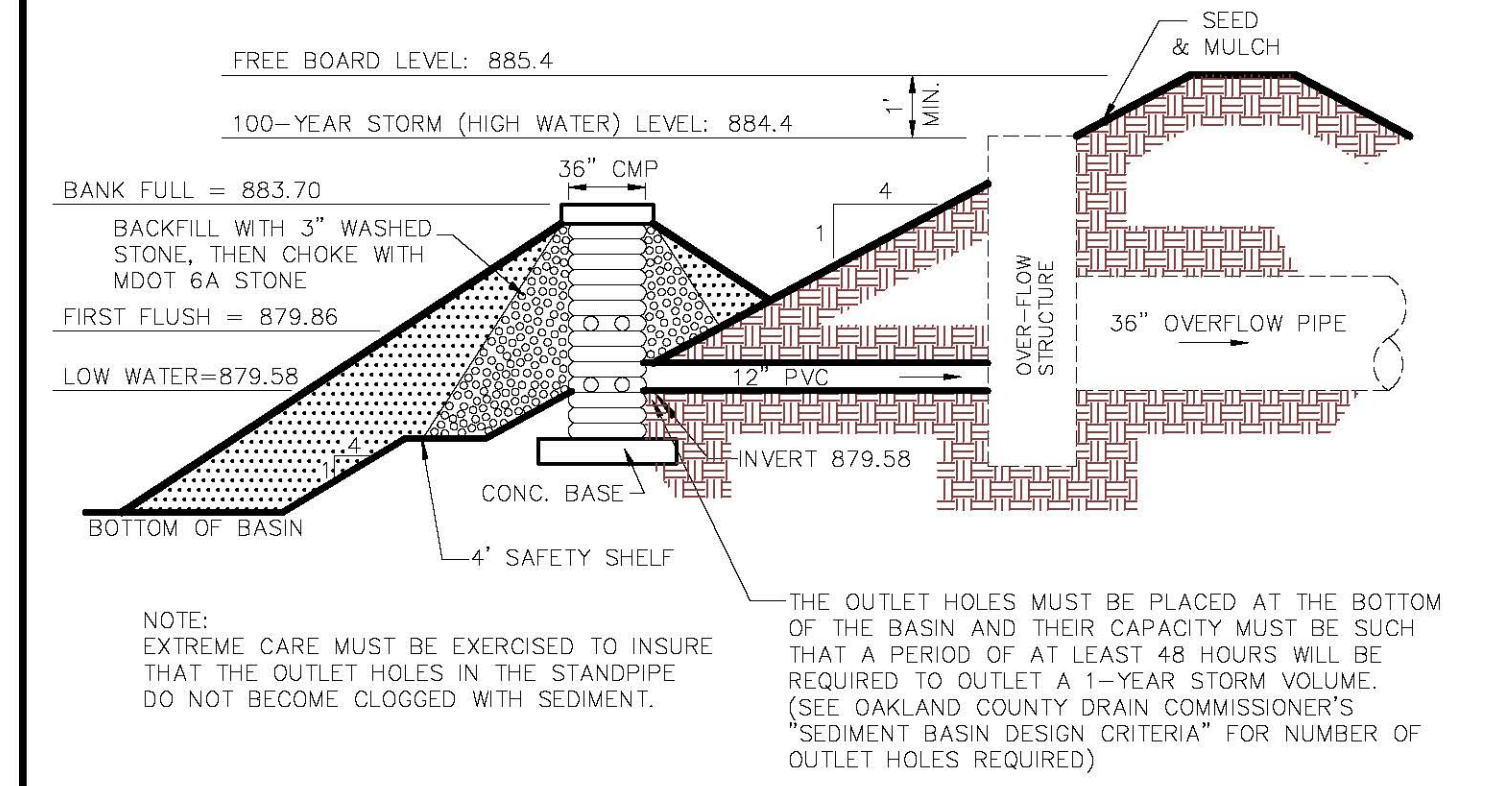
Storm Water Detention Calculation		
STORM WATER DETENTION CALCULATIONS FOR EXISTING BASIN (100 YEAR STORM EVENT), PER APPROVED PLANS BY JCK AND ASSOC.		
Qall =	3.70 cfs (0.15 cfs/AC.)	
AC =	24.67 (AREA TRIBUTARY TO THE DETENTION BASIN)	
C =	0.62	
Qo =	Qall / (AC x C) = 0.24	
T =	-25 + SQRT((10312.5/Qo) = 181.12 min.	
Vs =	((16500 x T)/(T + 25)) - (40 x Qo x T) = 12740.29 C.F./Ac. imp.	
Vt =	Vs x AC x C = 194239.26 C.F.	
TOTAL DETENTION VOLUME REQUIRED = 194,239 C.F.		
PROPOSED STORM WATER DETENTION CALCULATIONS FOR PROPOSED DEVELOPMENT (100 YEAR STORM EVENT)		
Qall =	3.51 cfs (0.15 cfs/AC.)	
AC =	23.39 (AREA TRIBUTARY TO THE DETENTION BASIN)	
C =	0.69	
Qo =	Qall / (AC x C) = 0.22	
T =	-25 + SQRT((10312.5/Qo) = 192.80 min.	
Vs =	((16500 x T)/(T + 25)) - (40 x Qo x T) = 12929.54 C.F./Ac. imp.	
Vt =	Vs x AC x C = 208671.12 C.F.	
TOTAL DETENTION VOLUME REQUIRED = 208,671 C.F.		
DETENTION PROVIDED IN EXISTING BASIN		
ELEVATION	AREA (s.f.)	VOLUME
884.4	59134	22553 C.F.
884	53629	51099 C.F.
883	48568	46451 C.F.
882	44333	41508 C.F.
881	38883	35896 C.F.
880	33108	13376 C.F.
879.58	30589	
TOTAL		210881 C.F.

C-FACTOR CALCULATIONS

BROOKTOWN
C-Factor Determination
Tributary Area = 23.39 Ac.

Area Type	Area (Ac.)	C-Factor
Impervious Areas		
Sidewalks =	0.99 Ac.	
Roads =	2.47 Ac.	
Buildings and Driveways =	9.41 Ac.	
	12.87 Ac.	at C = 0.95
Pervious Areas		
Lawn Areas /Open Space=	6.95 Ac.	at C = 0.35
Park Areas=	2.87 Ac.	at C = 0.28
Group B=	0.93 Ac.	at C = 0.25
Group C=	1.94 Ac.	at C = 0.30
Low Water	0.7 Ac.	at C = 1.00
C Avg. =		0.69

EXISTING DETENTION BASIN OUTLET STRUCTURE DETAIL



PRE AND POST DEVELOPMENT STORM WATER DISCHARGE

	PRE-DEVELOPMENT	POST-DEVELOPMENT
AREA:	20.15 ACRES	23.34 ACRES
DISCHARGE:	33.24 CFS	3.50 CFS
VOLUME:	89,495 C.F.	208,225 C.F.

- MAINTENANCE SCHEDULE:**
- THE PROPERTY OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION BASIN. MAINTENANCE SHOULD BE PERFORMED FOLLOWING ANY STORM AND SHOULD INCLUDE:
- CHECKING THE DEPTH OF SEDIMENT DEPOSIT TO ENSURE THE CAPACITY OF THE BASIN IS ADEQUATE FOR STORM WATER AND SEDIMENT DEPOSITION, AND FOR THE REMOVING OF SEDIMENT.
 - CHECKING THE BASIN FOR PIPING, SEEPAGE, OR OTHER MECHANICAL DAMAGE.
 - CHECKING FOR THE PRESENCE OF ANY SOIL CAKING, WHICH WOULD PREVENT PROPER DRAINAGE FROM THE BASIN.
 - CHECKING THE OUTFALL TO ENSURE DRAINAGE IS NOT CAUSING ANY ROSSIVE VELOCITIES AND TO ENSURE THE OUTFALL IS NOT CLOGGED.
 - ANY PROBLEM DISCOVERED DURING THE MAINTENANCE CHECKS SHOULD BE ADDRESSED IMMEDIATELY.
 - SEDIMENT REMOVED DURING CLEANING SHOULD BE PLACED AT AN UPLAND AREA AND STABILIZED SO THAT IT DOES NOT RE-ENTER THE DRAINAGE COURSE.

HUNTLEY MANOR
SECTION 23, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE
1.	PER CITY REVIEW	11-21-14
2.	PRELIMINARY SITE PLAN	4-6-15

DATE: 10-13-14 DESIGNED BY: A.A. JOH NUMBER: 12-019
CHECKED BY: C.S. DRAWING FILE: 12-01GSP-SWM.DWG

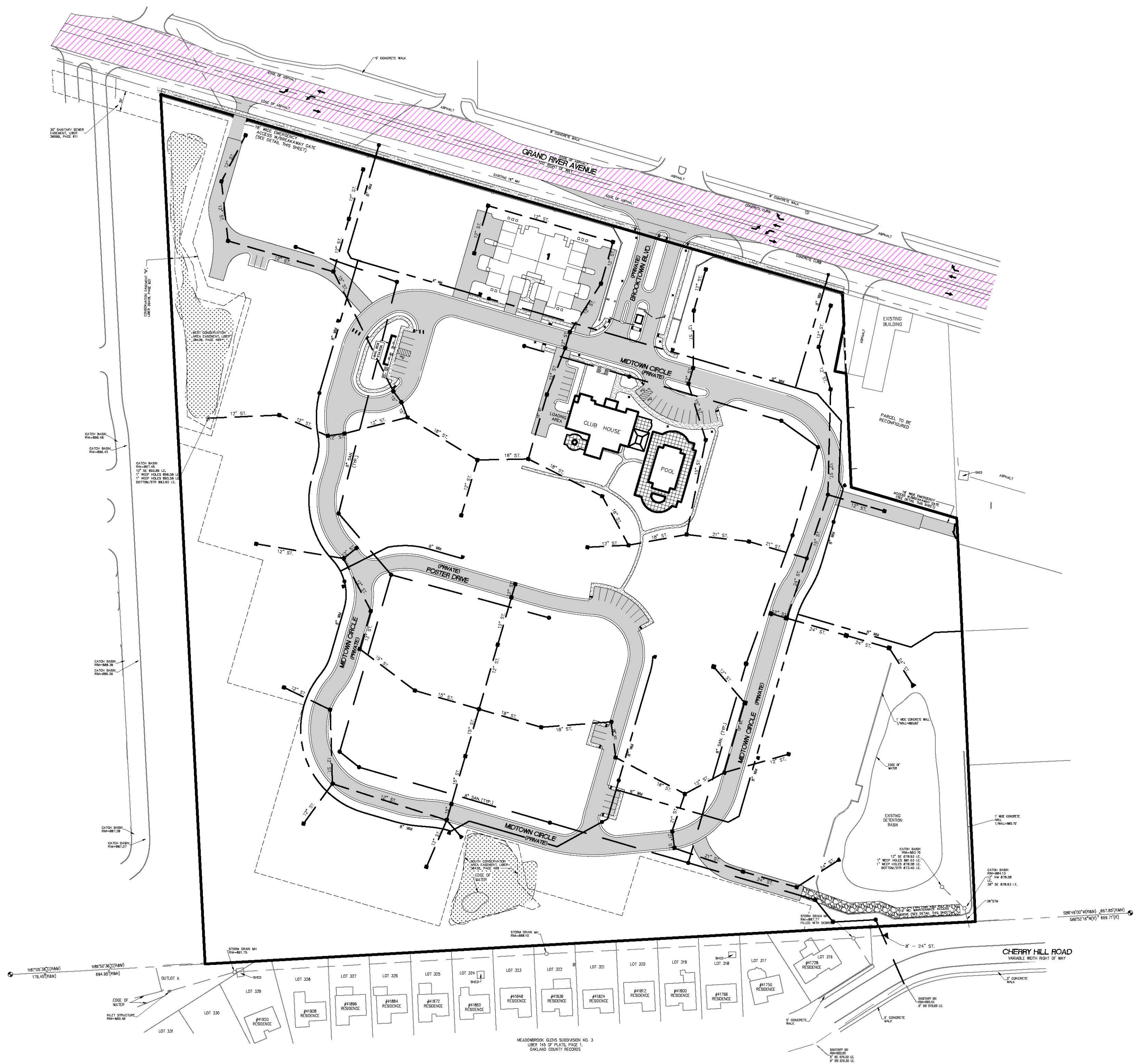
STORM WATER MANAGEMENT PLAN

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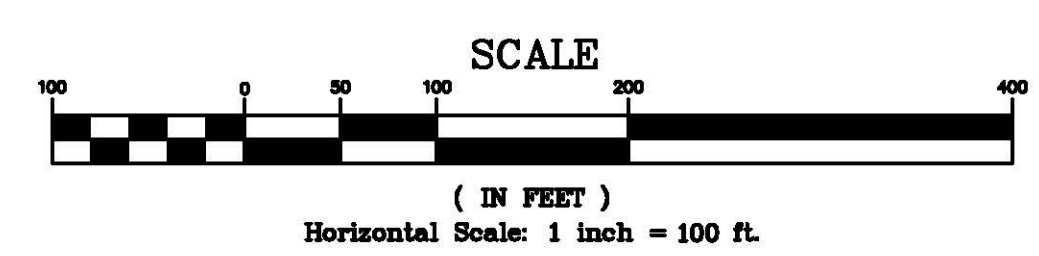
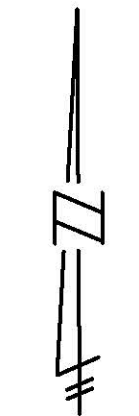
SHEET 4



PHASES 2 THRU 21



PHASE 1



REVISIONS		
NO.	ITEM	DATE
1.	PER CITY REVIEW	11-21-14
2.	PRELIMINARY SITE PLAN	4-6-15

DATE: 09-03-14 DESIGNED BY: A.A.
CHECKED BY: C.S.
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HUNTLEY MANOR
SECTION 23, TOWN 1 NORTH, RANGE 8 EAST
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

PHASING PLAN

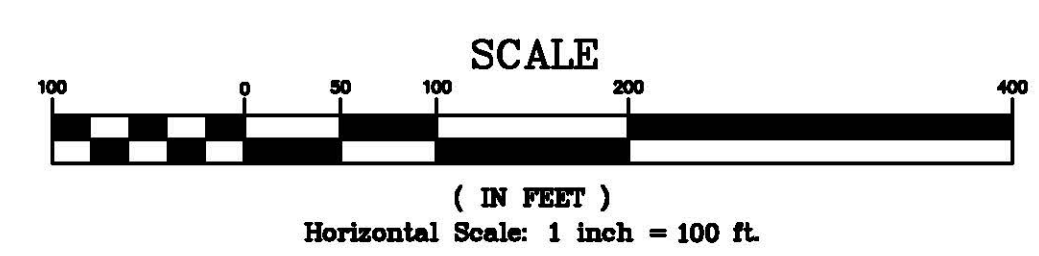
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SHEET
5



OPEN SPACE ACREAGE = 8.94 ACRES
PERCENTAGE OF OPEN SPACE: 8.94/26.62
= 33.6%



LEGEND

OPEN SPACE:

REVISIONS		
NO.	ITEM	DATE
1.	PER CITY REVIEW	11-21-14
2.	PRELIMINARY SITE PLAN	4-6-15

DATE: 09-03-14 DESIGNED BY: A.A.
 CHECKED BY: C.S.
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HUNTLEY MANOR
 SECTION 23, TOWN 1 NORTH, RANGE 8 EAST
 CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

OPEN SPACE PLAN

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**DRAFT
SPECIAL DEVELOPMENT OPTION (SDO)
AGREEMENT**

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI**

HUNTLEY MANOR

SPECIAL DEVELOPMENT OPTION (SDO) AGREEMENT

AGREEMENT, dated June __, 2015, by and between the City of Novi, whose address is 45175 West Ten Mile Road, Novi, MI, 48375 (the "City") and GR MEADOWBROOK LLC, whose address is 31550 Northwestern Highway, Suite 220, Farmington Hills, MI 48334 (the "Developer").

RECITALS:

- A. Developer is the owner and developer of a parcel of real property (the "Property") within the City proposed for development as a multiple-family apartment development to be known as "Huntley Manor" (generally referred to hereafter as the "Project"). The legal description of the Property is attached as **Exhibit A**. The Developer will initially develop the Property, construct the buildings, and own and manage the buildings as "for rent" apartment units; provided, however, nothing contained herein shall be construed from prohibiting the Developer in the future from converting the Project from a rental project to a condominium project, subject to all applicable laws and ordinances.
- B. Developer is pursuing approval of the Project as a Gateway East District Special Development Option ("SDO") pursuant to Article 3.11 and 3.12 of the City of Novi Zoning Ordinance (the "Zoning Ordinance"). Conceptual Approval of Developer's SDO Plan has been granted pursuant to the procedure and requirements of Article 3.12, and following the recommendation of the Planning Commission, subject to certain terms and conditions, by the Novi City Council on March 23, 2015.
- C. Following Conceptual Approval of an SDO Plan, Article 3.12 requires the preparation of an Agreement setting forth the conditions upon which the approval has been granted, which in turn serves as the basis for site plan approval, and thereafter the development, use, and maintenance of the Project. City Council approval of the SDO Agreement is required, and following that City Council review and approval of the site plan of the Project (the "Site Plan") is required. The Site Plan, as approved by the City Council, is hereafter referred to as the "Approved Site Plan."

- D. As part of the application process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in this Agreement, which Developer and the City agree are necessary and roughly proportional to the burden imposed in order to (i) ensure that public services and facilities affected by the Project will be capable of accommodating increased service and facility loads caused by the Project; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*
- E. Set forth below are the terms and conditions of the SDO Agreement for the Project, which is to be recorded with the Register of Deeds for the County of Oakland following execution by the parties.
- F. The Parties acknowledge that the Property is subject to existing development approvals and an SDO Agreement for a multi-use development known as the "Brooktown" development. The approval of the Brooktown SDO occurred in 2006/2007, and the Brooktown SDO Agreement has been recorded against the Property at Liber 39418, Page 21, *et seq.*, of the Oakland County Records and is currently binding on the Property. The Parties intend this SDO Agreement to void the Brooktown SDO Agreement, and to replace the development approvals that currently apply to the Property with the development approvals set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. GENERAL PROJECT DESCRIPTION

The Project is to be located on the south side of Grand River Avenue and west of Meadowbrook Road. The site is 26.62 net acres and is currently zoned Gateway East (GE) District. The Project is a 210-unit multiple-family luxury gated community, with a clubhouse and pool, to be owned by Developer. The Project has a mix of two- and three-bedroom units and will yield a density of approximately 7.89 units per acre, which is within the allowable density for the area. The architecture and design layout are to meet the exterior material requirements of the Gateway East District ordinance, except as specifically described herein, and shall include the superior architectural features and building design substantially as depicted in the exterior façade drawings and Architectural Plans made a part hereof.

Developer shall seek, obtain approval for, and use best management practices and efforts with respect to, all wetland, storm water, and soil erosion requirements and measures throughout the Property during the design and construction phases, and subsequent use of the Property and development contemplated in the SDO Documents (described below), including the Conceptual Plan and the Approved Site Plan.

The City and Developer acknowledge that, in connection with the Brooktown SDO Agreement, some property improvements were undertaken before the Brooktown project was abandoned by the previous property owner, including but not limited to the clearing of the site and the placement of a portion of the utilities. The Brooktown SDO required the previous owner and developer to grant conservation easements in connection with woodlands, tree replacement,

and wetlands approvals, and certain documents in connection with those requirements have been recorded against the Property. Developer hereby confirms and agrees to the continued existence of those easements in connection with this Project. In conjunction with the approval of the Site Plan, additional conservation easement(s) may be required by the City for recording providing for the preservation of the woodlands or wetlands, as reflected on the Conceptual Plan and the Approved Site Plan.

Developer agrees to develop and use the Property solely for the approved uses described in the SDO Documents, including as shown on the Conceptual Plan, subject to and in accordance with all of the specifications in the SDO Documents and the Approved Site Plan. Developer will forebear from developing and/or using the Property in any manner other than as approved as part of the Conceptual Plan, SDO Documents, and Approved Site Plan, with the understanding that, to the extent the requirements therein are more restrictive than City regulations, they supersede any and all inconsistent City regulations.

II. EFFECT OF SDO AGREEMENT

- A. The SDO Documents shall consist of the text of and exhibits to this Agreement, along with the following documents, which are attached and incorporated as **Exhibit B** (full-sized original of the Plan on file in the City Clerk's office):
- i. Conceptual Plan, dated _____, 2015, containing sheets 1 through 6.
 - ii. Architectural Plans, dated _____, 2015, containing sheets A1 through 9.
 - iii. Landscape Plans, dated _____, 2015, containing sheets L100 through L110.
 - iv. Photometric Plans, dated _____, 2015, containing sheets FC-1 and FC-2.

Together these documents shall serve as the contract contemplated under 3.12 of the Zoning Ordinance. This Agreement establishes the fundamental terms and provisions of subsequent building reviews and approvals, and all construction, use, and maintenance of the Project. The other relevant and incorporated SDO Documents include City of Novi City Code, including the Zoning Ordinance, the Approved Site Plan, and all conditions appended to the Approved Site Plan. In the event of a conflict between the provisions of this Agreement or the SDO Documents (including the Conceptual Plan) and the Approved Site Plan, the Approved Site Plan shall control; provided, however, that in the event of such conflict, every effort shall be made to give effect to all documents, to the extent reasonably possible, unless it is apparent that a change or alteration was intentionally made to this SDO Agreement or to the Conceptual Plan or to the Approved Site Plan.

- B. Approval of this Agreement, together with the attached and incorporated Conceptual Plan (and any conditions thereon) entitle Developer to seek appropriate permits and approvals for construction of the Project in accordance with the SDO Documents and all applicable provisions of the Zoning Ordinance, as amended, and any and all other applicable laws, ordinances, and regulations.
- C. This Agreement is binding upon and benefits the City and Developer, as well as their respective successors, assigns, and transferees, and shall run with the land.

- D. Physical development of the Project shall be in accordance with the attached and incorporated Conceptual Plan and Approved Site Plan, and all conditions appended to the Conceptual Plan and Approved Site Plan.
- E. 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, letters of credit, or surety bonds, as determined by the City. Developer acknowledges the need for such performance and financial guarantees given the prominent location of the Project and its impact upon the City's Gateway East District.
- F. The City has approved the Conceptual Plan for this Development on the basis that it meets the criteria in Section 3.11 and 3.12 of the Zoning Ordinance for the following reasons:
 - a. The Project results in a recognizable and substantial benefit to the ultimate users of the Project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved by a traditional development;
 - b. In relation to a development otherwise permissible as a Principal Permitted Use under Section 3.1.16.B the proposed type and density of development does not result in an unreasonable increase in the use of public services, facilities and utilities, and does not place an unreasonable burden upon the subject and/or surrounding land and/or property owners and occupants and/or the natural environment;
 - c. Based upon proposed uses, layout, and design of the overall Project, the proposed building facade treatment, the proposed landscaping treatment, and the proposed signage, the Project will result in a material enhancement to the area of the City in which it is situated;
 - d. The proposed development does not have a materially adverse impact upon the Master Plan for Land Use of the City, and is consistent with the intent and spirit of this Section;
 - e. In relation to a development otherwise permissible as a Principal Permitted Use under Section 3.1.16.B, the proposed development does not result in an unreasonable negative economic impact upon surrounding properties;
 - f. The proposed development contains at least as much useable open space as would be required in the Zoning Ordinance in relation to the most dominant use in the development;
 - g. Each particular proposed use in the development, as well as the size and location of such use, results in and contributes to a reasonable and mutually supportive mix of uses on the site, and a compatibility of uses in harmony with the surrounding area and other downtown areas of the City;
 - h. The proposed development is under single ownership and/or control such that there is a single person or entity having responsibility for completing the Project in conformity with the Zoning Ordinance;
 - i. Relative to other feasible uses of the site, the proposed use will not cause any detrimental impact on existing thoroughfares in terms of overall volumes, capacity, safety, vehicular turning patterns, intersections, view obstructions, line

- of sight, ingress and egress, acceleration/deceleration lanes, off-street parking, off-street loading/unloading, travel times and thoroughfare level of service;
- j. Relative to other feasible uses of the site, the proposed use will not cause any detrimental impact on the capabilities of public services and facilities, including water service, sanitary sewer service, storm water disposal and police and fire protection to service existing and planned uses in the area;
 - k. Relative to other feasible uses of the site, the proposed use is compatible with the natural features and characteristics of the land, including existing woodlands, wetlands, watercourses and wildlife habitats;
 - l. Relative to other feasible uses of the site, the proposed use is compatible with adjacent uses of land in terms of location, size, character, and impact on adjacent property or the surrounding neighborhood;
 - m. Relative to other feasible uses of the site, the proposed use is consistent with the goals, objectives and recommendations of the City's Master Plan for Land Use.
 - n. Relative to other feasible uses of the site, the proposed use will promote the use of land in a socially and economically desirable manner; and
 - o. Relative to other feasible uses of the site, the proposed use is (1) listed among the provision of uses requiring special land use review as set forth in the various zoning districts of the Zoning Ordinance, and (2) is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.

These findings are made in reliance upon development in compliance with the SDO Documents and the Conceptual Plan.

III. USES PERMITTED

The uses permitted within the Project shall consist of a gated, multiple-family, luxury apartment-style development with pool and clubhouse, as shown in the SDO Documents, subject to the terms of this Agreement, and further subject to any modifications required by the City Council at the time of approval of the Site Plan; provided, however, that such modifications shall not be materially inconsistent with the SDO Documents and shall not reduce or eliminate any development right authorized thereby.

The improvements shall be designed and constructed in accordance with the regulations in the Zoning Ordinance, as amended, for the Gateway East District. The parties agree and acknowledge that the proposed uses are authorized under 3.11 and 3.12 of the Zoning Ordinance, as amended. No deviations from the requirements of that Article shall be permitted unless depicted on the Approved Site Plan in accordance with this Agreement. All development and use shall be in accordance with this Agreement, and all applicable laws, regulations, and ordinances not inconsistent with this Agreement.

IV. DEVIATIONS FROM ORDINANCE STANDARDS

Pursuant to Sections 3.12.6.A of the Gateway East District regulations, the City Council, as part of its approval of the Conceptual Plan and this Agreement, grants the following departures or deviations from the requirements of the Gateway East District, having determined that such

departures or deviations achieve the objectives intended with respect to each of the regulations from which the departure or deviation is sought:

- a. Deviation for the deficient loading area (940 sq. ft. required, 480 sq. ft. provided);
- b. Waiver to permit a decorative fence in lieu of the required berm along Grand River Avenue, the height, location, and materials to be approved at the City's discretion at site plan approval;
- c. Waiver to permit the use of evergreen trees in lieu of the required canopy trees as required building foundation landscaping, as depicted in the landscape Plan and to be further approved at the City's discretion at site plan approval;
- d. Waiver for the installation of large shrubs around the existing detention basin, as depicted in the Landscape Plans and approved by the City at final site plan; and
- e. Section 9 facade waiver for the overage of asphalt shingles and underage of brick, the façade materials to be as shown on the Architectural Plans and as approved by the City at site plan approval.
- f. Deviation for absence of a portion of the sidewalk on the south side of proposed Midtown Circle along the extent of wetland B (east of building 7).
- g. Deviation to allow pedestrian oriented lighting that is not full cut-off/fully shielded adjacent to residential zoning.

V. LOCATION OF BUILDINGS; PERIMETER SETBACKS

The area, location, and setbacks of the buildings shall be substantially as shown on the Conceptual Plan. Setbacks from road rights-of-way, including Grand River Avenue, and adjacent parcels (together referenced as "perimeter setbacks") shall be as shown on the Conceptual Plan. The prior owner was obligated to dedicate the master-planned right-of-way on Grand River Avenue to the City; the parties shall confirm that such dedication has occurred, and Developer agrees to complete any additional required documentation to complete that dedication.

VI. PHASING

This is a multi-phase development. Pursuant to the Conceptual Plan, all public and private infrastructure, as well as the pool and clubhouse and site landscaping not specific to any individual building, as set forth on the Conceptual Plan and further depicted on the Approved Site Plan, shall be constructed in the first phase. Pursuant to the requirements of the Gateway East District, each individual building shall be capable of standing on its own in terms of the presence of services, facilities, and open space. Each building and related driveway and related landscaping shall be considered a separate phase; provided, however, that so long as Developer is in compliance with the terms and provisions of this Agreement, multiple phases

(i.e., buildings) may, in Developer's sole discretion, be constructed concurrently at any one time.

Minor modifications to the phasing lines, order of phasing (following the completion of Phase 1), and/or combination of several phases into one phase may be reviewed and approved administratively, without the need to return to the City Council for separate approvals or modification to the SDO Agreement.

VII. LANDSCAPING AND SCREENING; WOODLANDS

The minimum landscaping requirements for the Property shall be as provided in the landscaping provisions of the Zoning Ordinance, but shall include as a minimum all landscaping and screening depicted on the Landscape Plans. The final landscaping requirements shall be determined at the time of Site Plan approval, and Developer specifically acknowledges and agrees that additional landscaping shall be required, in addition to that shown on the Landscape Plans, along the southern property line, adjacent to the residential subdivision to the south, in order to screen the development on the Property to the maximum reasonably achievable as determined by the City.

Once installed, all landscaping shall be regularly, professionally, and permanently maintained on the Property.

The prior owner applied for and secured woodland permit(s) for the removal of trees on the Property. The removal occurred in or around 2007/2008. The Conceptual Plan contemplates the removal and replacement of only a few additional regulated trees. Such removal and replacement shall be as determined by the City at final site plan approval and shall be subject to the terms and conditions set forth in the review letter by the City's woodlands consultant.

VIII. PARKING AND VEHICLE STORAGE

The minimum parking requirements shall be those as set forth in the Conceptual Plan and as shall be further depicted on the Approved Site Plan.

IX. OPEN SPACE

The Conceptual Plan depicts open space in the amount of 33.6% of the Property, which shall be the minimum amount of open space provided. Improvements within the open space shall be only those shown in the Landscape Plans and Approved Site Plan.

X. WETLAND BUFFER ENCROACHMENT

The prior owner applied for and secured wetland permit(s) for the filling and mitigation of then-existing wetlands. The work in the wetlands was done in or around 2008. The wetland mitigation is currently being monitored in accordance with the permits and applicable regulations, and Developer shall continue to undertake all required actions in regard to such mitigation and monitoring.

The current Project requires no additional wetland fill or mitigation (provided that the proposed sidewalk along the south side of proposed Midtown Circle along the extent of Wetland B is eliminated, with appropriate crosswalks to the sidewalk provided on the north side of Midtown Circle), but does include areas of intrusion into wetland buffer areas. Such intrusion shall only be permitted as shown on the Conceptual Plan and as further depicted on the Approved Site Plan, and further subject to all conditions appended to the Conceptual Plan or Approved Site Plan.

XI. ARCHITECTURE/FACADE

Because the Project is located on a main thoroughfare (Grand River Avenue) within the Gateway East District and in an existing residential area, the City has an interest in ensuring that the architecture of the building is of high quality. The minimum facade, building material requirements, and architectural elevations for the building proposed for the Property shall be as set forth on the Architectural Plans that are a part of the SDO Documents. Additional architectural improvements may be required at the time of site plan approval.

XII. BEST MANAGEMENT PRACTICES/CONSERVATION EASEMENT(S)

Developer shall seek, obtain approval for, and use best management practices and efforts with respect to, all wetland, storm water, and soil erosion requirements and measures throughout the Property during the design and construction phases, and subsequent use of the Property and development contemplated herein. In conjunction with the approval of the Site Plan, the existing conservation easement shall be reviewed to determine if its terms are consistent with the Approved Site Plan, and if required by the City a new or revised conservation easement shall be executed and delivered to the City for recording, providing for the additional preservation of the wetlands and woodlands as determined by Council and reflected on the Approved Site Plan.

XIII. ON-SITE AND OFF-SITE IMPROVEMENTS

All on-site and off-site improvements of the Project, including without limitation all roads, drives, entranceways, parking lots, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, public safety path, internal private pedestrian walkways with related amenities and improvements, barrier or screening walls, sidewalks, retaining walls, soil erosion and sedimentation controls and any other improvements within or for the Project shall be completely constructed and provided to all buildings within the Project as required and as set forth in the SDO Documents, including the Conceptual Plan and Approved Site Plan, any other approvals or permits granted by the City, and all applicable ordinances, laws, standards and regulations. Developer shall be obligated to design and completely construct all such improvements as provided for, and in the order specified, in the SDO and Approved Site Plan. During the construction of the development, Developer shall be obligated to maintain such improvements. At the City's request, Developer shall provide financial assurances satisfactory to the City for completion, preservation and maintenance of such improvements. Such financial assurances shall be as required under Novi Code of Ordinances, Ch. 26.5. There shall be no obligation on the part of the City to construct, and the City has made no guarantees, assurances, or representations that it will construct, any such improvements, nor has the City

made any guarantee, assurance, or representation with regard to the viability of such improvements.

The streets internal to the development are private. Both the City and the Developer expressly disclaim any intention for such internal streets to be public at any point in the future. The streets shall be built to City of Novi public road standards as determined in the Approved Site Plan. Developer agrees, on its behalf and on behalf of its successors and assigns, including the successor owners of individual units within the Project hereafter established as part of the Project, to maintain the streets within the Project in good condition and repair and fit for travel in a manner consistent with the standards and requirements for public streets within the City of Novi. At a minimum, "good condition and repair and fit for travel" shall mean assuring the continued structural integrity of the traveled portion of the roadway, repairing pot holes and cracks, assuring adequate drainage for the streets once constructed, undertaking the regular removal of snow, debris, and other obstacles, and undertaking any and all such other activities as are required to ensure that the condition and repair of the streets is comparable to the condition and repair of typical, well-maintained public streets within the City of Novi.

In the event the Developer (or its successors and assigns) fails or refuses to perform or undertake the necessary maintenance of the streets as described in the immediately preceding paragraph, the City may (but shall have no obligation or duty whatsoever to do so) enter upon the Property for the purposes of bringing the streets into compliance with the obligations of this Section XIII. Before such entry, the City shall give thirty (30) days' notice to Developer (or any known successors or assigns) of its intention to conduct a hearing at which the Developer (or any known successors/assigns) may be heard as to why the City should not proceed with the maintenance not undertaken in accordance with the foregoing.

If following the hearing the City, determines that maintenance described herein has not been undertaken, or the obligations of the Developer and its successors and assigns have not been complied with, the City shall have the power and authority (but not the duty or obligation) to enter upon the Property, and/or to cause its agents or contractors to enter upon the Property, and to perform such maintenance and repair activities as the City deems to be appropriate. The reasonable cost and expense of such maintenance and repair activities incurred by the City, plus an administrative fee equal to twenty-five (25%) percent of all such costs and expenses incurred, shall be assessed proportionately to each unit within the Project. If any such assessment is not paid within thirty (30) days of a billing by the City the assessment shall be deemed to be delinquent and shall become and constitute a lien upon each such unit. Such lien may be recorded with the Oakland County Register of Deeds. From the date of delinquency of any such assessment, interest at the highest lawful rate per annum shall be added to the delinquent balance.

The City may bring an action in the Oakland County Circuit Court to collect the assessment and/or indebtedness and/or to foreclose the lien. All costs of such legal action, including actual attorney fees, shall be added to any judgment in favor of the City. Alternatively, the City may, in its discretion, place any delinquent assessment and/or indebtedness upon the City's delinquent tax roll and collect the assessment and/or indebtedness as part of, and as if the indebtedness constituted, a delinquent tax assessment, in which case all interest and penalties applicable to such delinquent tax assessment shall apply in lieu of other interest.

XIV. STORM WATER MANAGEMENT

Storm water shall be released from the Project in a manner to be approved by the City as part of final engineering plan review. It is acknowledged that, in order to control the rate, quantity, and quality of a storm water outlet from the Property, on-site storm water facilities to be constructed by the Developer may be required. In general, the storm water collection, pre-treatment, storage, and transportation facilities shall be included as part of the final engineering plan approved for the Project. The Project shall be constructed to achieve a storm water management system by which the Developer, and the successors of the Developer, and shall assure that the quality and the quantity of storm water shall, be in accordance with all applicable ordinances, regulations, and laws.

Any storm water basins and facilities serving the Property shall be designed and constructed by the Developer, and subject to approvals and inspection by the City, in accordance with all applicable City, County of Oakland, and State of Michigan ordinances, codes, regulations, and laws. The drainage conveyance facilities, which shall constitute a part of the overall storm water management system on the Property, shall conform with all applicable City, County of Oakland, and State of Michigan ordinances, codes, regulations, and laws.

XV. WATER AND SANITARY SEWER

Sanitary sewer and water are available to the Property. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. Such improvements shall be designed and constructed in accordance with the Approved Site Plan and all applicable City, State and County standards, codes, regulations, ordinances and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions, and easements to reach the area to be served, shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the Development to be served thereby, prior to issuance of any building permits for the building in of the Development.

XVI. SINGLE OWNERSHIP AND/OR CONTROL OF PROPERTY

Developer has represented, and hereby reasserts and acknowledges that, for all purposes required under Section 3.12.3.B.viii of the City's Zoning Ordinance, "ownership and control" of the Property is vested in GR Meadowbrook LLC, and that GR Meadowbrook LLC, is fully authorized and empowered to execute all applications, agreements, and recordings applicable to the Project, as any such documents may become necessary or required from time to time.

XVII. WASTE/RUBBISH STORAGE AND REMOVAL

Developer has indicated that there will be no dumpsters provided for waste collection. All waste shall therefore be stored inside the buildings except on trash collection days. Trash containers shall not be permitted in driveways, streets, or sidewalks except on trash collection days.

XVIII. SIGNAGE

Signage shall comply with the requirements of the City's Code of Ordinances, and Developer shall secure all required and appropriate permits before placing any signage on the Property.

XIX. PEDESTRIAN CIRCULATION

Sidewalks shall be constructed as shown on the Conceptual Plan and further depicted on the Approved Site Plan, including a sidewalk connection from the internal sidewalk system to the building at the northwest corner of the site. Five (5) foot wide sidewalks shall be required on both sides of the internal streets (with the exception of the sidewalk on the south side of proposed Midtown Circle along the extent of Wetland B), and an eight (8) foot wide sidewalk along Grand River Avenue. Construction shall be in accordance with City standards as set forth in the Code of ordinances.

XX. LIGHTING

Lighting shall be as shown in the Photometric Plans. In addition, Developer agrees to install pedestrian-scale lighting along the Grand River Avenue frontage of the Property, consistent with the lighting on adjacent properties. The number, kind, and style of such lighting shall be as determined by the City at final site plan approval.

XXI. SITE AMENITIES

The Approved Site Plan shall depict site amenities, over and above the required landscaping, appropriate to the size, scope, and quality of the Project. Amenities shall include, at a minimum, decorative paving, tree grates, benches, bike racks, planters, pathway signs, and the like. Such additional amenities shall be as approved by the City at final site plan approval.

XXII. GENERAL PROVISIONS

- A. The terms of this Agreement represent the product of negotiations between Developer and the City, and shall be interpreted as a jointly-drafted agreement.
- B. Except as specifically modified by this Agreement, the Code and Regulations of the City shall apply to the Property. Any substantial violation of the City Code by Developer with respect to the Property shall be deemed a breach of this Agreement.
- C. The Zoning Board of Appeals (ZBA) shall have no jurisdiction over approval of this SDO or the application of this Agreement. Upon completion of the Project, the Board of Appeals may exercise jurisdiction over the Property in accordance with its authority under the Zoning Ordinance, in a matter not inconsistent with this Agreement.
- D. A breach of this Agreement by Developer 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, in addition to any other relief to which the City may be entitled at law or in equity, the City shall be entitled under this Agreement to relief in

the form of specific performance and an order of the court requiring abatement of the nuisance *per se*.

In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the SDO Documents, the City shall serve written notice upon Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City Council, or such other board, body, or official delegated by the City Council, for the purpose of allowing Developer an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or the other board, body, or official designated to conduct the hearing, shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the City in its discretion, the City shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws:

- (1) Enter upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate. The cost and expense of making and financing such actions by, the City, including notices by the City and actual attorney fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Developer within thirty (30) days of a billing to Developer. The payment obligation under this paragraph shall be secured by a lien against the Property as of the date of the initial written notice of deficiency provided to Developer pursuant to this paragraph, or in emergency circumstances, the date at which the City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by Developer for more than thirty (30) days on the delinquent tax rolls of the City relative to such Property, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Developer, and, in such event, Developer shall pay all court costs and actual attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds thereby.
- (2) Initial legal action for the enforcement of any of the provisions, requirements or obligations set forth in the SDO Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from the City and shall be afforded an opportunity to timely correct. In the event the City obtains any relief as a result of such litigation, Developer shall pay all court costs and actual attorney fees incurred by the City in connection with such suit.

- (3) The City may issue a stop work order as to any or all aspects of the Project, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Project regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Project.
- E. This Agreement may not be amended except in writing by the parties and recorded in the same manner as this Agreement. In the event Developer desires to propose an amendment to the Agreement, an application shall be made to the City Planning Department, who shall process the application in the same manner called for in the Zoning Ordinance for an original application, with any required public hearings, and notification of the public to follow then-existing City procedures. Notwithstanding the foregoing, minor changes to the Approved Site Plan, such as minor modifications to parking, changes to lighting fixtures, changes to signage and landscaping plans which are minor in nature, or other such minor changes, may, at the City's election, be made by "Administrative Approval," without the necessity of amending this Agreement. For purposes of this Agreement, "Administrative Approval" shall mean the approval by the Planning Director of the City, or his/her designee, following submission of the required application to the City Planning Department.
- F. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is finally held by the courts 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 provision held to be invalid; provided, however, that if the provision, part, or term invalidated is so fundamental to the entire Agreement that the purpose of the Agreement is frustrated, the Agreement is voidable at the option of either party.
- G. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.
- H. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided by law. Each provision and obligation contained herein shall be considered to be an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.
- I. 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 party. Developer hereby represents and warrants that it owns the Property described on the attached **Exhibit A**.

- J. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City. The parties acknowledge that the Property 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. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.
- K. In all instances in which the City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Project, the City, and its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements, and for purposes of inspecting for compliance with and enforcing the SDO Documents. To the extent reasonably feasible, the City shall provide advance notice to Developer prior to entering upon the Property.
- L. Developer acknowledges that, at the time of the execution of this Agreement, Developer has not yet obtained site plan and engineering approvals for the Project. Developer acknowledges that the City Council and Engineering Consultant may impose additional conditions other than those contained in this Agreement during site plan reviews and approvals as authorized by law; provided, however, that such conditions shall not be materially inconsistent with the SDO Documents and shall not reduce 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.
- M. Developer has negotiated with the City the terms of the SDO Documents, including this Agreement, 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 SDO Documents. Developer shall not be permitted in the future to claim that the effect of the SDO Conceptual Plan and Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the SDO Documents causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Developer agrees 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 the 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 Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objectives 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 fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement. Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or to claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such Property. It is further agreed and acknowledged 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 Property under the approved Conceptual Plan, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare, and that the fees imposed as contemplated under this Agreement are not "taxes."

- N. 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 recitals 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.
- P. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.
- Q. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.
- R. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the SDO which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Zoning 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 SDO Documents and does not change or eliminate any development right authorized by the SDO documents. In the event of a

conflict or inconsistency between two or more provisions of the Conceptual Plan and/or this Agreement, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply. In the event of a conflict or inconsistency between the provisions of the Conceptual Plan and/or this Agreement, on the one hand, and applicable City ordinances, on the other hand, the Conceptual Plan and/or this Agreement shall apply.

- S. Both parties acknowledge and agree that they have had the opportunity to have the SDO Documents reviewed by legal counsel.

WITNESSES:

DEVELOPER:

GR MEADOWBROOK LLC

By:
Its:

STATE OF MICHIGAN)
) ss
COUNTY OF)

The foregoing _____ was acknowledged before me by _____, the duly authorized _____ of GR Meadowbrook LLC, on the ____ day of _____, 2015.

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

WITNESSES:

CITY OF NOVI:

By: Bob Gatt
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF)

The foregoing _____ was acknowledged before me by Bob Gatt and Maryanne Cornelius, the duly authorized Mayor and Clerk, respectively, of the City of Novi, on the ____ day of _____, 2015.

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

D
A

MINUTES

CITY COUNCIL MARCH 23, 2015

1. Consideration of the request of GR Meadowbrook LLC for a Special Development Option Concept Plan. The subject property is 26.62 acres in Section 23 of the City of Novi and located on the south side of Grand River Avenue, west of Meadowbrook Road in the GE, Gateway East District. The applicant is proposing a 210 unit multiple-family gated community.

Member Mutch directed questions to Deputy Community Development Director Barb McBeth. He asked about the variances that the applicant has requested within the Special Development Option agreement that is being proposed. She said the deviations are listed in the motion sheet. She explained the plan has a clubhouse located within the development with a deviation from the standard of a loading zone. There is a deviation regarding the light fixtures that are proposed and seeking a more decorative fixture. They are requesting a landscape waiver. Instead of berms they have chosen to provide a decorative fence and large trees that would normally be around detention basins. Also, the building materials waiver for the underage of brick and the overage of asphalt shingles with the finding that the design is consistent with the intent and purposes of the ordinance. Member Mutch thought Mr. Necci did have some areas of concern and was looking for more of an enhancement. Ms. McBeth said that Mr. Necci noted areas that have the materials that are expected in the ordinance in the areas are not quite up to the percentage that would be expected. He noted that the minor underage of brick doesn't significantly reduce the aesthetic value of the facades. The percentage of asphalt shingles exceeds the maximum amount allowed by the ordinance on all the models. A Section 9 waiver would be required for those deviations. The design exhibits well-proportioned massing with strongly delineated and well balanced roof lines. It is our consultants understanding that the features would be incorporated on all the models. City Attorney Schultz agreed it could be shown on the preliminary site plan or in the agreement because the agreement seems to be long and detailed. Member Mutch said it was unclear to him why a variance was required for the landscaping in front of the property. He understood they had an option of not doing a berm. Ms. McBeth said that they are pointing out they are requesting the decorative fence in that area. Member Mutch said he would prefer that as it made more sense for this district. He said there were concerns expressed from residents who live along Cherry Hill with the amount of buffer between the development and their homes. Ms. McBeth said there is a conservation easement with trees preserved in the area. There were supplemental plantings within the conservation easement. She learned that a utility company had cleared some of the vegetation that had been provided there that enhanced the buffer area. She recommended, if it is approved, looking at that area again to see if additional landscaping could be provided. Member Mutch said in one area there was no buffering at all. It looks like substantial in the aerial photo, but it is not. He would agree with Ms. McBeth. Member Mutch asked if it would be the appropriate solution to require the staff to develop a capacity requirement for the buffer. Ms. McBeth said it was a fairly good standard and has applied it in other situations. It is something they would want to work toward. He wanted to address an issue with the Northwest Building on the site. It did not have a sidewalk connection. Ms. McBeth said they could work with the applicant to provide a pedestrian sidewalk in the site plan. Member Mutch asked if there will be a sidewalk added near the funeral home. Ms. McBeth said that there will be a sidewalk to

connect to the future development to the east. Member Mutch said there was concern about the sidewalk connection at Cherry Hill. He commented it will allow pedestrian traffic to flow and discourage trespassing. He spoke about the volume of traffic generated from the development and the impact on Grand River. It was noted that it will not be addressed until the traffic is actually generated. He thought they shouldn't wait until there is a problem. Rob Hayes, Director of Public Services, said the traffic consultant determined that a signal would not be warranted at the entrance. He said they would look at actual conditions to see if that opinion would change. Member Mutch said he wants to see the sidewalk gap addressed to the west in the agreement because the Gateway District intent is to provide a residential base for the surrounding businesses. The applicant, Mark Kassab, GR Meadowbrook, LLC said landscaping on the southern property line would not be an issue. Regarding the sidewalk gap issue, it is not their property but will consider it. Member Mutch expects the pedestrian scale lights along Grand River similar to across the street. The applicant agreed. Member Mutch said they could address it through the language in the agreement.

CM 15-03-034 Moved by Mutch, seconded by Markham; MOTION FAILED: 2-5

In the matter of the request of GR Meadowbrook LLC for Huntley Manor JSP 14-56 motion to tentatively approve the Special Development Option Concept Plan and direct the City Attorney's Office to work with the applicant on the preparation of the Special Development Option Agreement for submission to the Council in connection with a final approval. The Agreement should include the following ordinance deviations:

- a. Deviation for the deficient loading area (940 sq. ft. required, 480 sq. ft. provided);
- b. Waiver to permit a decorative fence in lieu of the required berm along Grand River Avenue;
- c. Waiver to permit the use of evergreen trees in lieu of the required canopy trees as required building foundation landscaping;
- d. Waiver for the installation of large shrubs around the existing detention basin; and
- e. Section 9 facade waiver for the overage of Asphalt shingles and underage of brick.

The agreement shall also include language related to screening along the south property line that reflects the language that was in the previous agreement to provide sufficient buffering capacity between the adjacent properties.

The agreement shall also include language requiring pedestrian scale street lighting along the frontage of Grand River consistent with lighting used on adjacent developments.

The agreement shall also include language to require the developer to complete the sidewalk gap between Fountain Walk Apartments and the new development of a distance of approximately 200 feet.

The Applicant's compliance with the conditions and items listed in the staff and consultant review letters should be a requirement noted in the Special Development Option Agreement.

This motion is made based on the following findings:

- a. The project results in a recognizable and substantial benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved by a traditional development;
- b. In relation to a development otherwise permissible as a Principal Permitted Use under Section 3.1.16.8 the proposed type and density of development does not result in an unreasonable increase in the use of public services, facilities and utilities, and does not place an unreasonable burden upon the subject and/or surrounding land and/or property owners and occupants and/or the natural environment;
- c. Based upon proposed uses, layout and design of the overall project, the proposed building facade treatment, the proposed landscaping treatment and the proposed signage, the Special Development Option project will result in a material enhancement to the area of the City in which it is situated;
- d. The proposed development does not have a materially adverse impact upon the Master Plan for Land Use of the City, and is consistent with the intent and spirit of this Section;
- e. In relation to a development otherwise permissible as a Principal Permitted Use under Section 3.1.16.8, the proposed development does not result in an unreasonable negative economic impact upon surrounding properties;
- f. The proposed development contains at least as much useable open space as would be required in this Ordinance in relation to the most dominant use in the development;
- g. Each particular proposed use in the development, as well as the size and location of such use, results in and contributes to a reasonable and mutually supportive mix of uses on the site, and a compatibility of uses in harmony with the surrounding area and other downtown areas of the City;
- h. The proposed development is under single ownership and/or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance;

- i. Relative to other feasible uses of the site, the proposed use will not cause any detrimental impact on existing thoroughfares in terms of overall volumes, capacity, safety, vehicular turning patterns, intersections, view obstructions, line of sight, ingress and egress, acceleration/deceleration lanes, off-street parking, off-street loading/unloading, travel times and thoroughfare level of service;
- j. Relative to other feasible uses of the site, the proposed use will not cause any detrimental impact on the capabilities of public services and facilities, including water service, sanitary sewer service, storm water disposal and police and fire protection to service existing and planned uses in the area;
- k. Relative to other feasible uses of the site, the proposed use is compatible with the natural features and characteristics of the land, including existing woodlands, wetlands, watercourses and wildlife habitats;
- l. Relative to other feasible uses of the site, the proposed use is compatible with adjacent uses of land in terms of location, size, character, and impact on adjacent property or the surrounding neighborhood;
- m. Relative to other feasible uses of the site, the proposed use is consistent with the goals, objectives and recommendations of the City's Master Plan for Land Use.
- n. Relative to other feasible uses of the site, the proposed use will promote the use of land in a socially and economically desirable manner; and
- o. Relative to other feasible uses of the site, the proposed use is (1) listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance, and (2) is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.

Mayor Gatt could support the motion with everything except requiring the developer to add the sidewalk on property he doesn't own. He noted the development is not as dense as what was agreed to years ago on another development. He won't support the motion as stated. Member Wrobel asked the distance from buildings to the property line on Cherry Hill. McBeth said it is approximately 75 to 80 feet in one area and approximately 100 feet in another area. She said it was similar to the previous development that was approved but never built. Member Markham questioned Director Hayes regarding the length of the taper to the gated access. Mr. Hayes said typically that is taken into consideration and part of the evaluation. McBeth said the plan was evaluated by the Traffic Engineer and Fire Department. Member Markham asked how the gate will operate. The applicant explained there will be two lanes on the gated entrance. One will be for the resident that has a key fob or car fob that will open the gate and the other driveway would be for delivery or for visitors with a gate

attendant possibly. Member Markham agrees with Member Mutch about the sidewalk. She is a member of the Walkable Novi Committee and they get a lot of feedback from residents about unfinished sidewalks. She also agrees that this development is designed to be walkable to the City Center. She would support the concept and motion. She thought it was a good development for this site. The applicant commented that the property to the west has not dedicated his property to the Road Commission and asked Member Mutch to re-word motion to suggest they make every best effort to put in the sidewalk. Member Mutch changed the motion to have the applicant secure an easement or right-of-way at the developer's expense. Mayor Pro Tem Staudt said while he supports the sidewalk, he doesn't support a developer paying for something he can't control. He asked the applicant if he had agreed to do this. Mr. Kassab said there are added costs with the lighting, etc., and it is not his property. He can't maintain it. Member Staudt said he would not support the motion with the cost being the responsibility of the developer. The applicant said the City has installed the sidewalk on the corner at Meadowbrook. Member Mutch addressed a couple of points that were raised. He said if a sidewalk is constructed it will be the City's responsibility to maintain it because it is in the easement or right-of-way that the City owns. He wanted to alleviate the applicants' concerns. Offsite improvements are often required and in his opinion he finds it necessary for the development to function as the Gateway Use District. If it is not constructed as part of this development then the cost is on the City. He thought this was a way to capture funds for a sidewalk for the gap west of this large development. Mayor Gatt thought it was an opportunity to tell the developer he can't get an approval unless he adds a sidewalk on property that he does not own.

Roll call vote on CM 15-03-034

Yeas: Markham, Mutch,

Nays: Poupard, Wrobel, Gatt, Staudt, Casey

CM 15-03-035

Moved by Staudt, seconded by Wrobel; CARRIED UNANIMOUSLY:

In the matter of the request of GR Meadowbrook LLC for Huntley Manor JSP 14-56 motion to tentatively approve the Special Development Option Concept Plan and direct the City Attorney's Office to work with the applicant on the preparation of the Special Development Option Agreement for submission to the Council in connection with a final approval. The Agreement should include the following ordinance deviations:

- a. Deviation for the deficient loading area (940 sq. ft. required, 480 sq. ft. provided);
- b. Waiver to permit a decorative fence in lieu of the required berm along Grand River Avenue;
- c. Waiver to permit the use of evergreen trees in lieu of the required canopy trees as required building foundation landscaping;
- d. Waiver for the installation of large shrubs around the existing detention basin; and

- e. Section 9 facade waiver for the overage of Asphalt shingles and underage of brick.

The agreement shall also include language related to screening along the south property line that reflects the language that was in the previous agreement to provide sufficient buffering capacity between the adjacent properties.

The agreement shall also include language requiring pedestrian scale street lighting along the frontage of Grand River consistent with lighting used on adjacent developments.

The Applicant's compliance with the conditions and items listed in the staff and consultant review letters should be a requirement noted in the Special Development Option Agreement.

This motion is made based on the following findings:

- a. The project results in a recognizable and substantial benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved by a traditional development;
- b. In relation to a development otherwise permissible as a Principal Permitted Use under Section 3.1.16.8 the proposed type and density of development does not result in an unreasonable increase in the use of public services, facilities and utilities, and does not place an unreasonable burden upon the subject and/or surrounding land and/or property owners and occupants and/or the natural environment;
- c. Based upon proposed uses, layout and design of the overall project, the proposed building facade treatment, the proposed landscaping treatment and the proposed signage, the Special Development Option project will result in a material enhancement to the area of the City in which it is situated;
- d. The proposed development does not have a materially adverse impact upon the Master Plan for Land Use of the City, and is consistent with the intent and spirit of this Section;
- e. In relation to a development otherwise permissible as a Principal Permitted Use under Section 3.1.16.8, the proposed development does not result in an unreasonable negative economic impact upon surrounding properties;
- f. The proposed development contains at least as much useable open space as would be required in this Ordinance in relation to the most dominant use in the development;
- g. Each particular proposed use in the development, as well as the size and location of such use, results in and contributes to

a reasonable and mutually supportive mix of uses on the site, and a compatibility of uses in harmony with the surrounding area and other downtown areas of the City;

- h. The proposed development is under single ownership and/or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance;
- i. Relative to other feasible uses of the site, the proposed use will not cause any detrimental impact on existing thoroughfares in terms of overall volumes, capacity, safety, vehicular turning patterns, intersections, view obstructions, line of sight; ingress and egress, acceleration/deceleration lanes, off-street parking, off-street loading/unloading, travel times and thoroughfare level of service;
- j. Relative to other feasible uses of the site, the proposed use will not cause any detrimental impact on the capabilities of public services and facilities, including water service, sanitary sewer service, storm water disposal and police and fire protection to service existing and planned uses in the area;
- k. Relative to other feasible uses of the site, the proposed use is compatible with the natural features and characteristics of the land, including existing woodlands, wetlands, watercourses and wildlife habitats;
- l. Relative to other feasible uses of the site, the proposed use is compatible with adjacent uses of land in terms of location, size, character, and impact on adjacent property or the surrounding neighborhood;
- m. Relative to other feasible uses of the site, the proposed use is consistent with the goals, objectives and recommendations of the City's Master Plan for Land Use.
- n. Relative to other feasible uses of the site, the proposed use will promote the use of land in a socially and economically desirable manner; and
- o. Relative to other feasible uses of the site, the proposed use is (1) listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance, and (2) is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.

Roll call vote on CM 15-03-035

**Yeas: Mutch, Poupard, Wrobel, Gatt, Staudt,
Casey, Markham**

Nays: None

- 2. Consideration of requests from Ascension Brewing Company, Inc., relating to the establishment of a microbrewery at 42000 Grand River Avenue, Novi, MI 48375: