



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item 1
April 7, 2008

SUBJECT Approval of a Completion Agreement for SP04-43 Bolingbroke Site Condominiums in accordance with the requirements of Chapter 26.5.

SUBMITTING DEPARTMENT: Community Development - Planning

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

City Council is being asked to consider a request from Singh Development, LLC to approve a Completion Agreement for Bolingbroke Site Condominiums, SP#04-0043 in accordance with recent amendments which now allow applicants who have posted performance guarantees required under Chapter 26.5 and who subsequently suspend work - to request a waiver from City Council upon showing that few or limited physical improvements have occurred on site. As a condition of granting of this waiver, Singh has agreed that if the required performance guarantees are not posted and the project is not re-commenced prior to the expiration of the agreement, the site plan and all project permit approvals shall be considered expired and/or null and void.

The Completion Agreement includes a provision for the reduction of the amount of performance guarantees required to be maintained from \$1,881,562.75 to \$599,907 on the provision to provide security for only those improvements that have already begun.

With respect to the language on page three regarding woodlands, the City is recommending the proposed language would require the completion of the woodland permit requirements within two-years from the date of the pre-construction meeting which would be required prior to commencing any work on the site. Singh has indicated based upon the terms of the permit which allows woodland replacement trees to be placed on individual lots they may not complete these requirements within the two-year time frame. The recommendation to place a two-year time limit within the agreement will require the completion of the site plan requirements to be addressed by Singh at that time. If the work has not been completed, Singh would be required to request an extension at that time provided that work is proceeding toward completion and that the delay is not dilatory or unreasonable under all the circumstances.

RECOMMENDED ACTION: Approval of a Completion Agreement for SP04-43 Bolingbroke Site Condominiums in accordance with the requirements of Chapter 26.5.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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

April 1, 2008

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P.O. Box 3040
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Elizabeth M. Kudln
Direct: 248-539-2846
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Marina Neumaier, Assistant Finance Director
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

**Re: Bolingbroke Agreement for Completion and Maintenance of
Improvements Pursuant to Chapter 26.5 of City Code
Our File No. 660048. NOV1**

Dear Ms. Neumaier:

We have revised the proposed Agreement for Completion and Maintenance of Improvements for the Bolingbroke Condominium for consistency with the recently amended Sections of Chapter 26.5 of the City of Novi Code of Ordinances.

As you know, the City recently amended Chapter 26.5 regarding performance guarantees to address issues raised with respect to development projects that are postponed due to economic conditions. Bolingbroke is a project that meets the criteria of the ordinance amendment in that the developer has completed only minor physical improvements to the property and has not sold any units to third parties. Based on these criteria, the ordinance now permits City Council to grant the developer a waiver permitting the City to release performance guarantees for the project which relate to improvements which have not been initiated.

In the case of Bolingbroke, clearing of trees and vegetation has been completed and minor work on a sedimentation basin has been initiated. Accordingly, the developer has requested that the City maintain only the performance guarantees for replacement trees and soil erosion and sedimentation control, releasing all remaining guarantees.

The City's Engineering Consultant has inspected the site and recommends release of guarantees relating to public utilities (sanitary sewer, storm sewer, water main), pavement and curb, storm water detention, and sidewalks.

The City's Landscape Architect recommends release of performance guarantees relating to landscaping and street trees.

If City Council approves the developer's request for a waiver under the amended ordinance, the developer would be required to commence the development within two years of the date of the proposed Agreement for Completion and Maintenance of Improvements, request a pre-construction meeting, and re-post all performance guarantees. In the event that the developer does not do so, or, alternatively, does not request an extension, the site plan approval for Bolingbroke will expire and become null and void. Because the site has been cleared, the Agreement provides for City Council to reconsider the replacement tree completion at the expiration of the waiver.

We have revised the previously proposed Agreement for Completion and Maintenance of Improvements to address these issues.

A short summary of the differences are as follows:

Recitations. The Recitations section has been revised to describe the provisions of the amended ordinance permitting a proposed waiver of the requirements of Chapter 26.5 and to identify how this development meets the standards permitting consideration of a waiver pursuant to those provisions.

Paragraph 2. Paragraph 2 has been revised to reduce the total amount of the letter of credit posted to secure completion of improvements consistent with the amounts recommended to be retained by the City's Landscape Architect and Consulting Engineer.

Paragraph 3. Paragraph 3 has been revised to delete site improvements that will not be commenced at this time including landscape, utilities, paving, sidewalks, storm water detention and street trees.

Paragraph 4. Paragraph 4 has been revised for consistency with Paragraph 3. The requirements to complete the site improvements referenced in Paragraph 3 have been deleted. The provision regarding replacement trees has been revised to state that replacement trees must be installed within two years of the pre-construction meeting recommencing the development; however, Paragraph 5 provides for City Council to consider the issue at the end of the waiver based on then current economic conditions and the plans of the Developer.

Additionally, since the site was cleared, the developer is obligated to maintain soil erosion and sedimentation controls. If the developer fails to do so, the City may use the performance guarantee to stabilize the site.

Paragraph 5. Paragraph 5 has been revised to remove duplicate language regarding soil erosion permits and the pre-construction meeting. Expired permits are already addressed in Paragraph 7.

The language of Paragraph 5 has been clarified to indicate that, pursuant to the Ordinance, the City has the option of requiring installation of replacement trees in the event the development does not go forward.

The language permitting the City to issue a stop work order in the event improvements are not completed in accordance with Paragraph 4 has been deleted since work will not be on-going on the site.

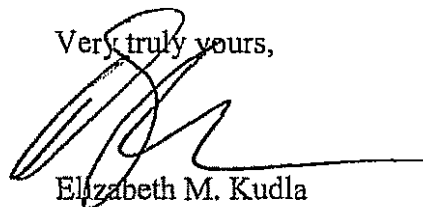
Paragraph 7. Paragraph 7 has been revised to authorize the City to release the portions of the performance guarantee relating to improvements that will not be commenced at this time.

Paragraph 8. Paragraph 8 has been revised to provide that this Agreement is Developers acknowledgement in writing that the site plan may expire and become null and void in the event development has not recommenced within two years from the date of the Agreement, if no extension has been requested.

Additionally, in the event that developer does not recommence construction within the term of the Agreement, the developer may request an extension of the Agreement or other relief from City Council in accordance with Section 26.5-12 of the Ordinance Code.

Should you have any questions or concerns with regard to this matter, please feel free to contact us.

Very truly yours,



Elizabeth M. Kudla

EMK

C: Maryanne Cornelius, City Clerk
Clay Pearson, Assistant City Manager
Rob Hayes, City Engineer
Aaron Staup, Construction Engineering Coordinator
Sheila Weber, Treasurer's Office
Dave Beschke, Landscape Architect
John Freeland, ECT, Inc.
Ted Meadows, Stantec
Sarah Marchioni, Building Department
G. Michael Kahm, Singh Development, L.L.C
Thomas R. Schultz, Esquire

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

BOLINGBROKE
SITE CONDOMINIUM DEVELOPMENT

**AGREEMENT FOR COMPLETION
AND MAINTENANCE OF IMPROVEMENTS**

AGREEMENT, dated _____, 2008, by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375 ("City"), and Bolingbroke Singh, LLC, whose address is 7125 Orchard Lake Road, Suite 200, West Bloomfield, MI 48322 ("Developer") who represents itself hereby as the owner of the Property and Developer of the Development.

RECITATIONS:

Developer is the owner and developer of the land in the City of Novi, Oakland County, Michigan, described on the attached Exhibit A (the "Property"). The subject land has been approved for development as a residential Site Condominium Development pursuant to the provisions of the City of Novi Zoning Ordinance, to contain forty-six (46) single family home sites to be established as part of a site condominium. The site condominium will be herein known as the "Development".

As part of the approval process, Developer has offered and agreed to develop the Property, to complete certain improvements, and to proceed with other undertakings in compliance with applicable City Ordinances. Chapter 26.5 of the City of Novi Code of Ordinances, Section 26.5-5 (b) requires completion of actual construction and installation of all required site improvements within two (2) years after the issuance of the initial permit for any improvements, or within six (6) months after a temporary occupancy permit has been issued for any structure on the property, whichever is shorter or occurs first. However, Section 26.5 (c) permits Developer to request a waiver from City Council from this requirement with respect to site improvements that have not been commenced upon Developer's showing that (1) few or limited physical improvements have occurred on site, such as minimal clearing and grading, no site improvements such as roads or utilities have been installed or constructed, and no footings or foundations for any buildings have been commenced, or alternatively that any such improvements will be removed and the site restored as required by the City; and (2) no lot, unit, or parcel within the development or project has been transferred to a third party.

The initial permit for the Development was issued on November 9, 2005; however, Developer has commenced minimal site improvement, including, clearing of trees and grading, and construction of a storm water sedimentation basin. Developer asserts no unit or lot within the Development has been transferred to a third party. Because two (2) years have elapsed since the initial permit, the Developer must either complete the improvements immediately, or request an extension of time and a waiver from the requirement to increase financial guarantees to (200) percent of the cost of work to be completed within the Development. Section 26.5-5 (b)

requires that extension of such time periods may be granted by City Council upon Developer's showing that the delay is not dilatory or unreasonable under all circumstances.

Because the Developer is requesting an extension and waiver as to improvements not yet commenced, based upon placement of the Development on hold pending more favorable market conditions, and City Council has agreed to such waiver, Developer shall maintain a limited amount of performance guarantees with respect to only those improvements that have been initiated. Developer must provide a written completion agreement, together with a revised performance guarantee, pursuant to Section 26.5-5(c) of the City of Novi Code of Ordinances.

Consistent with all applicable laws and ordinances, more particularly Chapter 26.5 of the City of Novi Code of Ordinances, to obtain an extension with respect to completion of improvements, the Developer has offered to provide, and the City is willing to accept, certain assurances to the City that certain improvements relating to the Development will be properly completed and maintained pursuant to a schedule. Such assurances include providing a performance guarantees for soil erosion and sedimentation control, and replacement trees in the amount set forth below as determined by City Council

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose of Agreement

The City and the Developer enter into this Agreement for the purpose of ensuring that certain improvements for the Development will be completed and maintained pursuant to approvals granted by the City and all applicable laws and ordinances, and that such completion and maintenance occur on a timely basis, in accordance with a schedule approved by City Council:

2. Performance Guarantee Posted

Prior to or with the execution of this Agreement, the Developer has provided, or does provide, to the City, performance guarantee in the total amount of **\$599,907.00** to guarantee completion and maintenance of improvements for the Development, as estimated and itemized in Paragraph 3, below. Such performance guarantee funds have been posted in the form of irrevocable Letter of Credit No. **599935** issued by Comerica ("Bank"), to guarantee completion and maintenance of improvements for the Development, as itemized in Paragraph 3, below, for an initial period of one (1) year, and shall provide by its terms that it shall, without further action by any person or entity be continuously renewed and be continuously effective for successive periods of one (1) year subject to termination only by 60 days advanced, written notice by Bank to the City's Assistant Finance Director as follows. As a condition to the termination of the effectiveness of the letter of credit, Bank shall be required to provide to the office of the City's Assistant Finance Director, with 60 days advanced written notice, a statement that the letter of credit shall terminate at the end of the 60 day period. Such notice shall be required regardless of the stated termination date of any other documentation. Prior to the date of termination at the conclusion of the 60 day period, the letter of credit shall at all times be effective and payable according to its terms.

3. Items of Improvement and Maintenance

The items of improvements and maintenance included within this Agreement, and the estimated cost of completion and ongoing maintenance, are set forth below:

(a)	Woodlands:	\$279,200.00
(b)	Woodland fence:	\$ 10,447.50
(c)	Soil Erosion and Sedimentation Control:	\$ 10,306.00
	Subtotal:	\$299,953.50
	200% Multiplier:	x 2
	Total Financial Guarantee:	\$599,907.00

4. Completion and Maintenance of Improvements; Schedule and Requirements

Each of the Improvement Items listed in Paragraph 3, above, shall be completed and maintained by the Developer, at its expense, pursuant to all final approvals granted by the City and all applicable laws and ordinances, according to the following:

- (a) Improvement Items 3(a) and 3(b), above, contemplates and includes without limitation, the installation of woodland protective fencing (which has been installed and inspected), and woodland replacement trees. This includes, without limitation, the installation of 698 woodland replacement trees and protective fencing. Improvement Items 3(a) and 3(b), above, shall be completed within two years from the date of the pre-construction meeting which is required prior to recommencement of the project.
- (b) Improvement Item 3(c) above, contemplates and includes without limitation: (i) the installation of all required soil erosion and sedimentation controls (which have been installed and inspected); and (ii) completion of repairs and maintenance of the soil erosion and sedimentation controls within and for the Development on an ongoing basis until issuance of the final certificate of occupancy within the Development.

5. City Authority to Complete and/or Maintain.

In the event Developer has failed to commence and/or maintain the improvements itemized in Paragraph 3, above, within two (2) years from the date of this Agreement in the manner specified in this Agreement, and, provided the City has given the Developer 14 days notice of the failure to timely complete and/or maintain and Developer has not completed and/or maintained all of such improvements within said 14 days, the City shall have the authority, but shall not have the legal obligation, to take one or more of the following actions:

- (a) The City may draw the funds from the letter of credit or other securities posted and enter upon the Development through its officials, employees, agents, and/or

contractors and complete and/or maintain the improvements, or restore the Property or areas disturbed by the Development, including but not limited to the installation of all required woodland replacement trees. In such event, all costs and expenses incurred shall be paid from the proceeds of the funds drawn on the letter of credit or otherwise obtained from the performance guarantee posted. Any amounts of unused proceeds of the performance guarantee shall be returned to Developer, or otherwise be credited, as the case may be. Developer, and all of Developer's officers, employees, consultants and agents, shall be obligated to act and work in cooperation with the City to bring about completion and/or maintenance of the improvements as contemplated in this Agreement, or restoration, and shall provide the City with all drawings, contracts, documentation, public and private correspondence, agreements and other materials relating to any such improvements, restoration and/or maintenance. Notwithstanding other provisions to the contrary, in the event the City receives a notice of termination from Bank with regard to the letter of credit, or from any other securing party as to performance guarantee posted pursuant to this Agreement, and the improvements and/or maintenance itemized in Paragraph 3, above, have not been completed or fulfilled as required by this Agreement, the City shall be entitled to immediately draw the funds from the letter of credit or other performance guarantee posted, without notice to Developer, and proceed as specified in this paragraph.

(b) The City may, but is not required to, initiate a lawsuit for purposes of enforcing and achieving full compliance with the terms and provisions of this Agreement. In the event that the City is awarded relief in such suit, the Developer shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

(c) The City may, in its discretion, in accordance with the provisions of Chapter 26.5, grant Developer additional time beyond the time period referenced above, in accordance with the provisions of Chapter 26.5 of the City of Novi Code of Ordinances, which provisions may be amended from time to time.

6. Additional Liability

Developer shall also be liable for any costs and expenses incurred by the City in excess of the amounts posted by the Developer under this Agreement as well as any costs and expenses, including reasonable attorney fees, incurred by the City in any action and/or litigation to enforce or collect such funds and/or to otherwise restore the property and/or secure completion and/or maintenance of the improvements itemized in Paragraph 3, above, pursuant to the terms of this Agreement, in the event the City obtains any relief as a result of such lawsuit. The liability of Developer in such regard, if unpaid after 30 days of a billing sent to Developer at its last known address, may be secured by the City recording a lien on the Property, effective as of the date the City is authorized to proceed with the completion and/or maintenance of improvements, or restoration, as provided in this Agreement, and all such unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer, and in the

event the City is awarded relief in such suit, the Developer shall pay all court costs, expenses and reasonable actual attorney fees incurred by the City in connection with such suit.

7. Rebate or reduction of Performance Guarantee

The City shall not release a performance guarantee for the improvements set forth in paragraph 3 above, until (1) all fees that are due to the City have been paid; (2) a maintenance guarantee has been posted, if applicable; (3) inspection of the site improvement has been performed when required (4) expired permits have been re-newed; and (5) the City has determined that the conditions and requirements of the permit/approval otherwise specified in the performance guarantee have been met and final approval of same has been granted.

The City may, after performing a site inspection at the written request of an applicant, rebate or reduce portions of a performance guarantee upon determination by the City, in its sole discretion, that the improvements and/or actions for which that performance guarantee was posted have been satisfactorily completed in accordance with the approved plans, any temporary certificate of occupancy, and all other applicable laws, regulations, and ordinances. At no point shall the amount of the performance guarantees held by the city be less than two hundred (200) percent of the cost to complete the remaining required improvements set forth in Paragraph 3, above. The applicant is responsible for the actual cost of inspections requested pursuant to this section.

Upon approval and execution of this Agreement, and restoration of the site is completed by Developer as required by the City, the City shall authorize a reduction to the letter of credit referenced in Paragraph 2, currently being held by the City, to the amount stipulated as the Total Financial Guarantee under Paragraph 3.

8. Expiration of Waiver

In the event that the Development does not re-commence on or before two (2) years from the date of this Agreement and the Developer does not request a pre-construction meeting re-post all required performance guarantees for incomplete site improvements, unless City Council grants an extension pursuant to Section 26.5 12, then the site plan for the Development and all related project approvals shall be considered to be expired and/or null and void.

9. Binding Effect

This Agreement shall run with the land constituting the property described on Exhibit A and shall be binding upon and inure to the benefit of the City and Developer and to their respective heirs, successors, assigns and transferees.

10.. Owner's Warranty on Ownership

Developer hereby warrants that it is the owner of the Property described on attached Exhibit A, and that it, and Developer have the full authority to execute this Agreement.

11. Delay in Enforcement

A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement.

12. Severability

Each covenant, requirement, obligation and provision contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event one or more of the covenants, requirements, obligations or provisions shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining covenants, requirements, obligations and provisions shall nevertheless remain in full force and effect.

13. Lawful Document

Owner, Developer and City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of Michigan and the United States of America. Developer has offered and agreed to complete the on-site and off-site improvements, at their cost and expense, as specified in this Agreement. Developer has offered and agreed to complete such improvements, and to proceed with other 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 improvements and obligations Developer and the City agreed were roughly proportional to the burden imposed and necessary in order to ensure that public services and facilities necessary for or affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development, to protect the natural environment and conserve natural resources, 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 Home Rule City Act, MCL 117.1, et seq. Furthermore, Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and 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 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, condition, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development of the Property, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and general welfare.

14. Applicable Law

This Agreement shall be interpreted and construed in accordance with Michigan law, and shall be subject to enforcement only in Michigan courts.

15. Current and Future Owners and Developers.

As used in this Agreement, the term "Developer" shall mean and include the undersigned party designated herein as developer and owner of the Property, as well as all future and successor persons and entities that become owners and developers of all or any portion of the Development property in the future until such time as all phases of the Development have been completed and approved.

16. Headings.

The headings contained herein are for the convenience of the parties and are not to be used in construing or interpreting this Agreement.

17. Effective Date.

This Agreement is deemed effective as of the date first written above.

"DEVELOPER"

BOLINGBROKE SINGH, LLC,
a Michigan limited liability company

By: Singh General Corp., a Michigan
Corporation, Its: Manager

By: G. Michael Kahm Its: Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledges before me this _____ day of _____,
200_, by _____, as the _____ of
_____.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

“CITY”:
CITY OF NOVI
a Michigan municipal corporation

BY: _____

BY: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged, signed and sworn to before me on this _____ day
_____, 2008, by _____, Mayor and _____, Clerk of the City of
Novi.

Notary Public

_____ County, Michigan

My Commission Expires: _____



CITY OF NOVI

WOODLANDS PERMIT

45175 West Ten Mile Road
Novi, Michigan 48375-3024

11/09/05
Date of Issuance

11/09/06
Date of Expiration

WD05-0005
Woodlands Permit Number

Under the provisions of Chapter 37, City of Novi Woodlands Protection Code (Section 37-26 and 30(e)(3)), approval is hereby granted to the Woodlands Protection Application and plan filed with the City for the following:

Project Name: BOLINGBROKE SITE CONDOMINIUMS
Project Description: 44 UNIT SITE CONDOMINIUMS
Project Location: NW CORNER OF 12 1/2 MILE AND NOVI RD.
Site Plan Number: 04-43

Owner or Agent: SINGH DEVELOPMENT CO LTD
Street Address: GUMALE SINGH GREWAL
7125 ORCHARD LAKE RD STE 200
WEST BLOOMFIELD MI

Contact Name: SINGH DEVELOPMENT CO
Telephone: 248-865-1600
ZIP: 48322

Inspection Fees:	\$43,447.13	\$0.00
Administration Fee:	\$6,517.07	
Replacement Performance Guarantee:	418,800.00	Type:L.O.C.
Fence Maintenance Guarantee:	\$15,671.25	Type:L.O.C.

CONDITIONS:

- 1: This permit expires if work is not commenced within 6 months of issuance, or if not completed within 12 months of issuance.
- 2: The grantee of this permit is required to have this permit displayed on site during the tree removal and replacement process through at least 10 days after completion.
- 3: Petitioner has paid the above listed Woodland Fees for inspection, Administration and Performance Guarantee(s). Upon Failure of the permit grantee to comply with any condition of this permit within the time specified, the Woodlands Performance Financial Guarantee shall be deemed forfeited to the City of Novi and shall be utilized by the City of Novi to complete any construction, grading, plantings, or other operation necessary to ensure compliance with the conditions of this permit.
- 4: Replacement trees species, location, and installation time are to be approved by the City and planted per City of Novi detail. Replacements not planted per the detail will be rejected.
- 5: Protective Fencing is to be orange snow fencing with 5 foot "T" poles spaced 5 feet apart, unless sturdier fencing is required. This fence is to be installed and approved prior to any construction on this site. Protective measures that are knocked down for any reason will be required to be re-installed immediately. If the permit holder or his/her representative does not respond within 24 hours of notification by the City, the Department of Public Works will install protective fencing at their overtime rates, plus a 10% administrative fee being assessed which will be deducted from the Fence Maintenance Performance Financial Guarantee per expense of the per holder (Sec. 37-9(a)).
- 6: Remaining Regulated Woodlands are to be placed into a Preservation Easement within 60 (sixty) days from date of issue of this woodlands permit. All preservation easement language and exhibits must be approved by all reviewing parties prior to issuance of any Building Permits.
- 7: Prior to the environmental pre-construction meeting and prior to clearing and grubbing on the site, the Petitioner must have paid the Woodland Fees as follows:

- I. A Woodland Performance Guarantee in the amount of \$279,200.00 x 1.5 = \$418,800.00 to assure the following:
 - a. Protection, maintenance of health and vigor of 110 individual "at risk" existing 8" or larger DBH woodland trees throughout the construction process (See Attachment A).
 - b. The placement and maintenance of all woodland signage.
 - c. The placement of a total of 588 woodland credits as follows:
 - i. 11 credits to be placed within the Greenbelt along Novi Road.
 - ii. 17 credits to be placed within the Greenbelt along Old Novi Road.
 - iii. 50 credits (deciduous only) to be placed within the 40' Non-Access Greenbelt Buffer along 12 1/2 Mile Road as discussed and agreed to during the June 10, 2005 meeting between Novi staff, Novi Consultants and Singh representatives and the July 1, 2005 meeting between Novi staff, Novi Consultants and Singh representatives.
 - iv. 30 credits to be placed as street trees within the project (shown on sheet L-1). These trees shall be planted 10' from any driveway, 4' from any curb and sidewalk, 15' from overhead utility lines, 10' from any manhole or fire hydrant and 35' from the intersection of curb lines on corner lots.
 - v. The placement of 360 credits onto specific lots listed on Attachment B (3 credits per lot).
 - vi. The placement of the remaining 120 credits on individual lots in the Bolingbroke development (placement to be reviewed on a plot plan by plot plan basis).
- II. A Woodlands Fence Performance Guarantee in the amount of \$10,447.50 x 1.5 = \$15,671.25 for the installation and maintenance of approximately 5970 LF of tree protection fencing.
- III. A Woodlands Inspection Fee of \$43,447.13 has been paid.
- IV. A 15% Administrative Fee of \$6,517.07 has been paid.

- 8: Sidwell Number: 50-22-10-280-004, 005 and 008
 - 9: The breakdown of credits for the additional six (6) removals follows:
 - a. Tree number 4024 requires 2 replacements. The tree was not on the original survey, but is being removed.
 - b. Tree number 4044 requires 1 replacement credit.
 - c. Tree number 4136 requires 1 replacement credit.
 - d. Tree number 4166 requires 1 replacement credit.
 - e. Tree number 43317 requires 1 replacement credit.
 - f. Tree number 4407 requires 1 replacement credit.
- 7 credits x \$400.00/credit = \$2,800.00 to be placed into the city of Novi Tree Fund.

This Woodlands Permit gives the grantea permission to begin clearing trees scheduled to be removed once protective fencing is inspected and approved by the City.

Petitioner should note that:

Any person violating any provisions of Chapter 37, City of Novi Woodlands Protection Code, will be guilty of a civil infraction (Section 35-5.(a)).

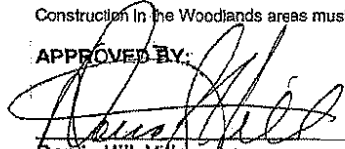
Restitution for illegally removed or damaged trees shall be:

- 1) Payment to the City per international Society of Arboriculture Shade Tree Value Formula,
- 2) Replacement trees planted on site per inch-for-inch ratio or
- 3) Other method by the City to estimate tree loss (Section 37-2.(b)).

The City has authority to enter the property to inspect or enforce the requirements of this permit (Section 37-7).

Construction in the Woodlands areas must be completed within 12 months, unless extended by the City Forester or Landscape Architect.

APPROVED BY:

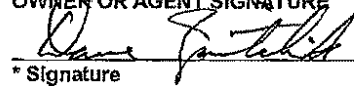


Dorris Hill, Village-Leman



Juanita Freeman, Permit Coordinator

OWNER OR AGENT SIGNATURE



* Signature

DAVE FAITCHIK

Print Name

**With this signature, I become fully responsible for all items and conditions listed and shown on this permit form and within the approved plans. Failure to comply with said items and conditions will result in fines, violations and/or a cease in work activity.*

CITY OF NOVI - Treasurer's Office

45175 W. Ten Mile Road
Novi, MI 48375-3024
(248)347-0441

PROJECT CHECKLIST

Fax (248)735-5631

PROJECT: BOLINGBROKE SITE CONDOMINIUMS

SP#04-43
11/04/05

WOODLAND:		#WD05-0005-REVISED 10/5/05	DATE PAID	EXPIRES
COMERICA LC#599935-04	REPLACEMENT FG	418,800.00	09/30/06	
701-000.00-284.XXX	PROTECTION FG	0.00	N/A	
COMERICA LC#599935-04	FENCE FG	15,671.25	09/30/06	
701-000.00-262.900	INSP. FEE	43,447.18	09/16/05	
101-000.00-633.000	15% ADMIN.	6,517.07	09/16/05	
208-000.00-260.000	TREE FUND	2,800.00	11/04/05	
MAINT. BOND #		0.00	?	
TOTAL		\$497,235.45		

STREET TREES:		REQUIRED	EXPIRES
COMERICA LC#599935-04	FIN. GUAR.	69,000.00	09/30/06
208-000.00-260.000	MAINT. FEE	2,875.00	11/04/05
701-000.00-288.XXX	INSP. FEE	2,760.00	11/04/05
101-000.00-633.000	15% ADMIN.	414.00	11/04/05
MAINT. BOND #		0.00	?
TOTAL		\$75,049.00	

LANDSCAPE:		REQUIRED	EXPIRES
COMERICA LC#599935-04	LAND. FG	188,577.50	09/30/06
701-000.00-288.XXX	INSP. FEE	6,543.10	11/04/05
101-000.00-633.000	15% ADMIN.	831.47	11/04/05
MAINT. BOND #		0.00	?
TOTAL		\$144,952.07	

WETLAND:		NOT REQUIRED	EXPIRES
701-000.00-284.XXX	FIN. GUAR.	0.00	N/A
701-000.00-288.XXX	INSP. FEE	0.00	N/A
101-000.00-633.000	15% ADMIN.	0.00	N/A
TOTAL		\$0.00	

SOIL EROSION:		#SE05-0005	EXPIRES
COMERICA LC#599935-04	FIN. GUAR.	10,308.00	09/30/06
701-000.00-470.000	PLAN REV.	640.00	01/12/05
701-000.00-288.000	INSP. FEE	2,180.00	01/12/05
101-000.00-487.000	15% ADMIN.	420.00	01/12/05
TOTAL		\$13,528.00	

R.O.W.:		#ROW05-0076	EXPIRES
101-000.00-633.000	APPLIC. FEE	100.00	06/28/05
701-000.00-284.742	FIN. GUAR.	1,500.00	09/16/05
COMERICA LC#599935-04	TREE PROTECT. FG	11,100.00	09/30/06
COMERICA LC#599935-04	UNDERGROUND	13,500.00	09/30/06
TOTAL		\$28,200.00	

TRAFFIC CONTROL SIGNS:		EXPIRES
COMERICA LC#599935-04	FIN. GUAR.	2,400.00 09/30/06

GRADING PERMIT:		#GR05-0035	EXPIRES
101-000.00-476.000	FEE	710.00	
101-000.00-633.000	10% ADMIN. FEE	106.50	
TOTAL		816.50	11/04/05

CONTACT PERSON:

GRADING PERMIT ISSUANCE DATE	00/00/05
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CONSTRUCTION INSPECTION:		DATE PAID
701-000.00-288.XXX	FEES	75,234.84
101-000.00-633.000	10% ADMIN.	7,523.48
TOTAL		\$82,758.32

STORM WATER DETENTION:		DATE PAID
211-000.00-408.000	FEES	N/A
701-000.00-284.XXX	PERF. GUAR.	DUE
701-000.00-284.XXX	FACILITIES	AT TCO
TOTAL		\$371,593.00

SEWER:		DATE PAID
592-000.00-276.000	PAYBACK	0.00
592-000.00-666.002	CONNECTION	0.00
592-000.00-666.002	AVAILABILITY	0.00
592-000.00-666.000	MISC.	0.00
592-000.00-414.000	PERMIT	0.00

WATER:		DATE PAID
592-000.00-276.000	PAYBACK	0.00
592-000.00-411.000	HYDRANT DEP.	0.00
592-000.00-666.003	CONNECTION	0.00
592-000.00-666.003	AVAILABILITY	48,081.15
592-000.00-411.000	WATER SALES	0.00
592-000.00-412.000	INSTALLATION	0.00
592-000.00-666.000	MISC.	0.00
592-000.00-666.000	CULVERT	0.00
TOTAL (2005 Fee Schedule)		\$48,081.15

INCOMPLETE SITEWORK/UTILITIES:		EXPIRES
COMERICA LC#599935-04	FIN. GUAR.	\$841,101.00 09/30/06

MAINTENANCE BOND:		MUST BE POSTED
BOND #	STREETS	81,046.00 AT CITY
BOND #	UTILITIES	56,636.00 COUNCIL
TOTAL		\$137,682.00 ACCEPTANCE

BREAKDOWN:		EXPIRES
REFUNDABLE FIN. GUAR.	1,893,548.75	
MAINTENANCE BOND	137,682.00	
TOTAL NON-REFUNDABLE FEES	163,951.22	
TOTAL ADMINISTRATIVE FEES	15,988.52	
TOTAL NON-REFUNDABLE FUNDS	2,800.00	
GRAND TOTAL		\$2,233,380.49

CHECKS PAYABLE TO: CITY OF NOVI
SUBMIT PAYMENTS TO: SHEILA WEBER
TREASURER'S OFFICE

From: "Doris Hill" <dhill@vilicantleman.com>
To: "Sheila Weber (E-mail)" <sweber@ci.novi.mi.us>, "Cheryl McNamara (E-mail)" <cmcnamara@ci.novi.mi.us>, "Marina Neumaier (E-mail)" <mneumaier@ci.novi.mi.us>, "Barb E. McBeth (E-mail)" <bmcbeth@ci.novi.mi.us>, "Juanita Freeman (E-mail)" <jfreeman@ci.novi.mi.us>, "Stephanie Sharpe (E-mail)" <SSharpe@ci.novi.mi.us>
Date: 10/5/05 11:34AM
Subject: six (6) additional trees TO BE REMOVED on stamping set for Bolingbroke (SP04-43)

Juanita:

Singh Development shows the removal of six (6) additional trees on their stamping set for Bolingbroke (SP04-43). These six trees warrant 7 replacement credits. It would be easiest for the applicant to simply place money into the tree fund for these seven trees rather than rewrite the entire permit and calculate all the additional fees that change as a result of that.

The breakdown of credits for the additional six (6) removals follows:

- a.. Tree number 4024 requires 2 replacements. The tree was not on the original survey but is being removed.
 - b.. Tree number 4044 requires 1 replacement credit.
 - c.. Tree number 4136 requires 1 replacement credit.
 - d.. Tree number 4166 requires 1 replacement credit.
 - e.. Tree number 43317 requires 1 replacement credit.
 - f.. Tree #4407 requires 1 replacement credit.
- 7 credits x \$400.00/credit = \$2,800.00 to be placed into the City of Novi Tree Fund.

Doris J. Hill ASLA
ISA Certified Arborist # MI-0768A
Vilican Leman & Associates
24725 W. Twelve Mile
Suite 306

Southfield, MI 48034

Phone: 248.356.8181

Fax: 248.356.0902

<http://www.vilicantleman.com>

CITY OF NOVI - Treasurer's Office

46175 W. Ten Mile Road
Novi, MI 48375-3024
(248)347-0441

PROJECT CHECKLIST

Fax (248)735-5881

PROJECT: BOLINGBROKE SITE CONDOMINIUMS

SP#04-43

11/09/05

WOODLAND:	#W005-0005-REVISED 10/6/05	DATE PAID	EXPIRES
COMERICA LC#599935-04	REPLACEMENT FG	418,800.00	09/30/06
701-000.00-284.XXX	PROTECTION FG	0.00	N/A
COMERICA LC#599935-04	FENCE FG	15,671.26	09/30/06
701-000.00-282.000	INSP. FEE	43,447.13	09/16/05
101-000.00-633.000	15% ADMIN.	6,517.07	09/16/05
208-000.00-280.000	TREE FUND	2,800.00	11/04/05
MAINT. BOND #		0.00	?
TOTAL		\$487,235.45	

STREET TREES:	REQUIRED	EXPIRES
COMERICA LC#599935-04	FIN. GUAR.	09/30/06
208-000.00-280.000	MAINT. FEE	11/04/05
701-000.00-288.465	INSP. FEE	11/04/05
101-000.00-633.000	15% ADMIN.	11/04/05
MAINT. BOND #		?
TOTAL		\$75,049.00

LANDSCAPE:	REQUIRED	EXPIRES
COMERICA LC#599935-04	LAND. FG	09/30/06
701-000.00-288.465	INSP. FEE	11/04/05
101-000.00-633.000	15% ADMIN.	11/04/05
MAINT. BOND #		?
TOTAL		\$144,952.07

WETLAND:	NOT REQUIRED	EXPIRES
701-000.00-284.XXX	FIN. GUAR.	N/A
701-000.00-288.XXX	INSP. FEE	N/A
101-000.00-633.000	15% ADMIN.	N/A
TOTAL		\$0.00

SOIL EROSION:	#SE05-0006	EXPIRES
COMERICA LC#599935-04	FIN. GUAR.	09/30/06
701-000.00-470.000	PLAN REV.	01/12/05
701-000.00-288.000	INSP. FEE	01/12/05
101-000.00-487.000	15% ADMIN.	01/12/05
TOTAL		\$13,526.00

R.O.W.:	#ROW05-0076	EXPIRES
101-000.00-633.000	APPLIC. FEE	06/28/05
701-000.00-284.742	FIN. GUAR.	09/16/05
COMERICA LC#599935-04	TREE PROTECT. FG	09/30/06
COMERICA LC#599935-04	UNDERGROUND	09/30/06
TOTAL		\$26,200.00

TRAFFIC CONTROL SIGNS:	EXPIRES	
COMERICA LC#599935-04	FIN. GUAR.	09/30/06
TOTAL		\$0,800.00

GRADING PERMIT:	#GR05-0035	EXPIRES
101-000.00-476.000	FEE	710.00
101-000.00-633.000	15% ADMIN. FEE	106.50
TOTAL		816.50

CONTACT PERSON:
DAVE ZAITCHIK
248.865.1603
248.865.1630

GRADING PERMIT ISSUANCE DATE	00/00/05	DATE PAID

CONSTRUCTION INSPECTION:	DATE PAID
701-000.00-288.465 FEES	75,234.84
101-000.00-633.000 10% ADMIN.	7,523.48
TOTAL	\$85,746.35

STORM WATER DETENTION:	DATE PAID
211-000.00-406.000 FEES	0.00
COMERICA LC#599935-04 PERF. GUAR.	359,607.00
701-000.00-284.XXX FACILITIES	1,250.00
TOTAL	\$360,857.00

SEWER:	DATE PAID
592-000.00-278.000 PAYBACK	0.00
592-000.00-666.002 CONNECTION	0.00
592-000.00-666.002 AVAILABILITY	0.00
592-000.00-665.000 MISC.	0.00
592-000.00-414.000 PERMIT	0.00

WATER:	DATE PAID
592-000.00-278.000 PAYBACK	0.00
592-000.00-411.000 HYDRANT DEP.	0.00
592-000.00-666.003 CONNECTION	0.00
592-000.00-666.003 AVAILABILITY	48,081.15
592-000.00-411.000 WATER SALES	0.00
592-000.00-412.000 INSTALLATION	0.00
592-000.00-665.000 MISC.	0.00
592-000.00-665.000 CULVERT	0.00
TOTAL (2005 Fee Schedule)	\$48,081.15

INCOMPLETE SITWORK/UTILITIES:	EXPIRES
COMERICA LC#599935-04 FIN. GUAR.	09/30/06
TOTAL	\$841,101.00

MAINTENANCE BOND:	MUST BE POSTED AT CITY COUNCIL ACCEPTANCE
BOND # STREETS	81,048.00
BOND # UTILITIES	56,836.00
TOTAL	\$137,882.00

BREAKDOWN:	
REFUNDABLE FIN. GUAR.	1,867,212.76
MAINTENANCE BOND	137,882.00
TOTAL NON-REFUNDABLE FEES	188,667.81
TOTAL ADMINISTRATIVE FEES	16,870.16
TOTAL NON-REFUNDABLE FUNDS	2,800.00
GRAND TOTAL	\$2,230,032.52

CHECKS PAYABLE TO: CITY OF NOVI
SUBMIT PAYMENTS TO: SHEILA WEBER
TREASURER'S OFFICE