



## CITY of NOVI CITY COUNCIL

Agenda Item 2  
November 9, 2015

**SUBJECT:** **Reconsideration** of October 26, 2015 Approval of Resolution Regarding Agreement for the Financing of Street and Utility Improvements and the Creation of Special Assessment on Property with West Park Office, LLC for the creation of Special Assessment District 178C to finance construction of roadway and utility improvements associated with the Crossroads Commerce Park Project to be located on Parcel Nos. 22-17-101-010 and 22-17-101-012, south of Grand River Avenue and west of Providence Parkway, and approval and confirmation of related Special Assessment Roll.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC*

**CITY MANAGER APPROVAL** *PA*

### **BACKGROUND INFORMATION:**

On October 26, 2015, City Council approved a resolution to create a Special Assessment District (SAD) to finance street and utility improvements associated with the Crossroads Commerce Park Project located south of Grand River and west of Providence Parkway. The contemplated amount of the Project and SAD at the time of approval was approximately \$1,585,507.50.

The draft SAD Agreement presented on October 26 contemplated that the developer's engineer, HRC, would complete the design the Project, develop the construction cost estimate, create the bid package, advertise the Project for bidding and provide a recommendation to the City for construction award. The draft SAD Agreement included a reference to an existing "Engineer's Estimate" of approximately \$1,585,507.50.

The purpose of an Engineer's Estimate is to accurately estimate contractor bids based on previous bid information as comparison against the Project budget. In this case, the Engineer's Estimate was presented by the developer's engineer and was used as the basis of the consideration by the developer and City Council to initiate the SAD initially at the September 14 meeting and to create the District and approve the Agreement at the October 26 meeting.

Following the October 26 meeting, the developer invited seven contractors to bid on the Project, but only two bids were received by HRC on October 30, 2015. The low bid was \$2,326,928, which is **\$741,000 over the Engineer's Estimate**.

Staff reviewed the low bid and identified several items that were included in the bid, but were omitted from the Engineer's Estimate. For the civil site work, the omissions included retaining wall, guardrail, maintenance access to the basin, and several drainage structures in the amount of \$269,000. For the landscaping and wetland work, the Estimate omitted many of the plantings, entry wall and signage, imported topsoil and the irrigation system in the amount of approximately \$170,000. It appears that more than half of the

difference between the low bid and the Engineer's Estimate is likely attributable to these omissions.

There were some bid prices that were abnormally high (such as station grading and maintain traffic) and many of the bid prices were higher than the unit prices in the estimate. Staff estimates that approximately \$300,000 of the difference between the low bid and the engineer's estimate resulted from higher bid prices based on market conditions.

The developer has now requested that the City refrain from awarding the construction contract to the low bidder to allow it time to further analyze bids, consider design alternatives and re-bid the Project, presumably to garner additional bid participation and perhaps lower bid prices. However, based on City staff analysis it appears that this Project is in fact more than likely a \$2.0 million Project as designed instead of a \$1.5 million Project as initially estimated.

The developer is also requesting permission from the City to proceed with the wetland fill and mitigation as permitted by MDEQ outside of the SAD in order to complete the work under that existing permit.

Whatever course this development takes, it appears likely that both the plans for the Project and the costs will change to something different from that reflected in the Resolution and SAD Agreement approved at the October 26, 2015 meeting. The Administration's suggestion is that the approval of the Resolution and SAD Agreement should be reconsidered to allow the City to re-assess its role in the Project in light of this additional information and the Developer's request. If a motion to reconsider is made by a Councilmember who voted with the majority in approving last meeting, then the October 26 approval action will be voided. The Council could then postpone any additional action on this SAD 178C until the changes to the Project and the costs are made clearer.

**RECOMMENDED ACTIONS:**

(1) Reconsideration of October 26, 2015 Approval of Resolution Regarding Agreement for the Financing of Street and Utility Improvements and the Creation of Special Assessment on Property with West Park Office, LLC for the creation of Special Assessment District 178C to finance construction of roadway and utility improvements associated with the Crossroads Commerce Park Project to be located on Parcel Nos. 22-17-101-010 and 22-17-101-012, south of Grand River Avenue and west of Providence Parkway, and approval and confirmation of related Special Assessment Roll.

(2) Postpone any further action with regard to SAD 178C pending additional information regarding final plans and costs.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				
<b>Council Member Markham</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				
<b>Council Member Wrobel</b>				

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION REGARDING AGREEMENT FOR FINANCING OF STREET AND UTILITY IMPROVEMENTS AND THE CREATION OF A SPECIAL ASSESSMENT ON PROPERTY [CROSSROADS COMMERCE PARK SAD 178C]**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on October 26, 2015, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers Gatt, Staudt, Casey, Markham, Mutch, Poupard, Wrobel

ABSENT: None

The following preamble and Resolution were offered by Councilmember Wrobel and supported by Councilmember Staudt.

**WHEREAS**, West Park Investors, L.L.C., a Michigan limited liability company, and the owner of the property described as Parcel No. 22-17-101-010 and Parcel No. 22-17-101-012, has requested the creation of a Special Assessment District (SAD) for the purpose of financing street and utility improvements; and

**WHEREAS**, under Section 30-25 of the City of Novi Code of Ordinances, the City Council is authorized to enter into a contract with a property owner for the construction of any local improvement for which a special assessment may be levied, so as to provide for payment of such improvements by means of a special assessment; and

**WHEREAS**, the City and West Park Investments, L.L.C. have agreed to the terms of a certain "Agreement for the Financing of Street and Utility Improvements and Creation of Special Assessment on Property"; and

**WHEREAS**, the City Assessor has established a Special Assessment Roll under which the entire cost of the proposed improvements, currently estimated at \$1,585,507.50 as described in the Agreement to be designated as SAD 178C; and

**WHEREAS**, the City Council has reviewed the proposed Assessment Roll and confirms same; and

**WHEREAS**, West Park Investments, L.L.C. has also reviewed the proposed Assessment Roll and approved same.

**NOW THEREFORE, IT IS THEREFORE RESOLVED** that the Novi City Council hereby approves the Agreement for the Financing of Street and Utility Improvements and Creation of Special Assessment on Property [Crossroads Commerce Park SAD 178C] and authorizes the Mayor and City Clerk to sign same, subject to any final revisions as to

form as authorized by the City Manager and City Attorney, and hereby also confirms the Special Assessment Roll to be attached thereto in the amount of \$1,585,507.50, subject to the terms and conditions of the Agreement.

**AYES: Gatt, Staudt, Casey, Mutch, Poupard, Wrobel (6)**  
**NAYS: Markham (1)**

RESOLUTION DECLARED ADOPTED.

  
Maryanne Cornelius, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 26th day of October, 2015, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

  
Maryanne Cornelius, City Clerk  
City of Novi

## MEMORANDUM



**TO:** ROB HAYES, DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER  
**FROM:** BRIAN COBURN, ENGINEERING SENIOR MANAGER *BTC*  
**SUBJECT:** SAD 178C—CROSSROADS COMMERCE PARK UPDATE  
**DATE:** NOVEMBER 2, 2015

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On October 26, 2015, City Council approved a resolution to create a special assessment district (SAD) to finance street and utility improvements associated with the Crossroads Commerce Park project located south of Grand River and west of Providence Parkway. The amount of the SAD at the time of approval was approximately \$1,585,507.50. Under the draft SAD agreement, the applicant, West Park Office, LLC, along with its engineer, Hubbell, Roth & Clark (HRC), were to advertise and receive contractor bids. They invited seven contractors to bid on the project, but only received two bids. The low bidder was approximately \$750,000 over the estimate that was prepared by HRC. Not surprisingly, the applicant does not want to proceed with the road construction at this time. However, he does want to go ahead and start filling the wetlands pursuant to his State wetlands permit (as Council will recall, keeping that permit from expiring is what prompted this proposed road/utilities SAD in the first place). The issue for the City will be whether we let West Park fill the wetlands without, at this point, having an actual *project* that goes along with the fill.

### Background

The developer secured an MDEQ wetland permit in 2011 to fill some of the wetlands on the property. The wetland permit is set to expire on January 7, 2016, but the developer had not approached the City to secure site plan approval for any specific development project; instead, he initially asked for a City wetland permit along the lines of the MDEQ wetland permit in early 2015. The developer was not prepared to develop the site at this time, but desired to effectuate the permitted work prior to expiration of the MDEQ permit.

The wetland ordinance does not permit wetland fill without an actual corresponding plan showing the *need* for the fill; therefore, the City informed the developer that it would not grant a City permit unless and until there was a development project associated with it. The solution that the City and the developer settled upon was a project to construct just the road and utilities that would serve a subsequent office development on the west portion of the property. The developer's problem is that those improvements must be constructed in conjunction with the wetland fill and mitigation that was permitted by MDEQ in order to receive City wetland permit and site plan approval. Wetland permits issued by MDEQ cannot be renewed or extended; therefore, a new State permit application would be required and would be subject to new regulatory requirements.

In order avoid losing the MDEQ wetland permit, the developer requested the formation of the special assessment district in August 2015 to finance the construction of just the

roadway and utilities, along with associated wetland fill and mitigation in order to complete the work permitted by MDEQ prior to the January 7, 2016 expiration of the wetland permit. City Council initially considered the request to create the special assessment district on September 14, 2015, held a public hearing on September 28, and approved a resolution to create SAD 178C and approved the SAD agreement with the developer on October 26.

The agreement contemplated that the developer's engineer, HRC, would design the project, develop the construction cost estimate, create the bid package, advertise the project for bidding and provide a recommendation to the City for construction award. The SAD agreement includes an engineer's estimate of approximately \$1,585,507.50. The developer invited seven contractors to bid on the project, but only two bids were received by HRC. The low bid was \$2,326,928, which is \$741,000 over the engineer's estimate.

### **Staff Analysis of Low Bid**

The purpose of an Engineer's Estimate is to accurately estimate contractor bids based on previous bid information as a comparison against the project budget. In this case, the engineer's estimate was presented by the developer's engineer and was used as the basis of the consideration by the developer and City Council to initiate the special assessment district at the September 14 meeting and to create the district and approve the agreement at the September 28 meeting.

Staff reviewed the low bid and identified several items that were included in the bid, but were omitted from the engineer's estimate. For the civil site work, the omissions included retaining wall, guardrail, maintenance access to the basin, and several drainage structures in the amount of \$269,000. For the landscaping and wetland work, the estimate omitted many of the plantings, entry wall and signage, imported topsoil and the irrigation system in the amount of approximately \$170,000. It appears that more than half of the difference between the low bid and the engineer's estimate is likely attributable to these omissions.

There were some bid prices that were abnormally high (such as station grading and maintain traffic) and many of the bid prices were higher than the unit prices in the estimate. Staff estimates that approximately \$300,000 of the difference between the low bid and the engineer's estimate resulted from higher bid prices based on market conditions.

### **Developer's Request**

The developer has provided the attached letter, requesting that the City refrain from awarding the construction contract to the low bidder to allow them time to further analyze bids, consider design alternatives and re-bid the project, presumably to garner additional bid participation and perhaps lower bid prices. However, based on staff analysis it appears that this project is more than likely a \$2.0 million project as designed instead of a \$1.5 million project as initially estimated.

The developer is also requesting permission from the City to proceed with the wetland fill and mitigation as permitted by MDEQ outside of the SAD in order to complete the work under that existing permit.

### Staff Response/Concerns

The main driver behind this entire project has been the expiring MDEQ wetland permit, which the developer is requesting permission to complete without financing through the SAD and with his own funds to meet the January 7, 2016 expiration date. If the developer intends to modify the existing plan, it would require additional review by staff under the site plan review process. The request from the developer to re-bid the project makes sense if the intent is to refine the design to remove costs or to remove the time of year as a factor in the bid prices. However based on our analysis, this project appears to be a more expensive project than originally presented.

Again, the developer's initial request was to fill the wetlands under the MDEQ permit without any other work necessitating the fill, which would be contrary to the City's wetland ordinance. Staff has concerns with allowing the developer to proceed with the wetland fill and mitigation, without an agreement or requirement to complete the corresponding road and utility work per the approved plan.

Obviously, the more expensive the project gets, the further away the amount of the SAD gets from the assessed (and real) value of the Property. If the wetlands are filled without a project, and the cost of the project stays at the higher amount until next spring, the question arises whether the developer will ever follow through with the development as currently contemplated once it has been allowed to fill the wetlands.

### Possible Recommendation

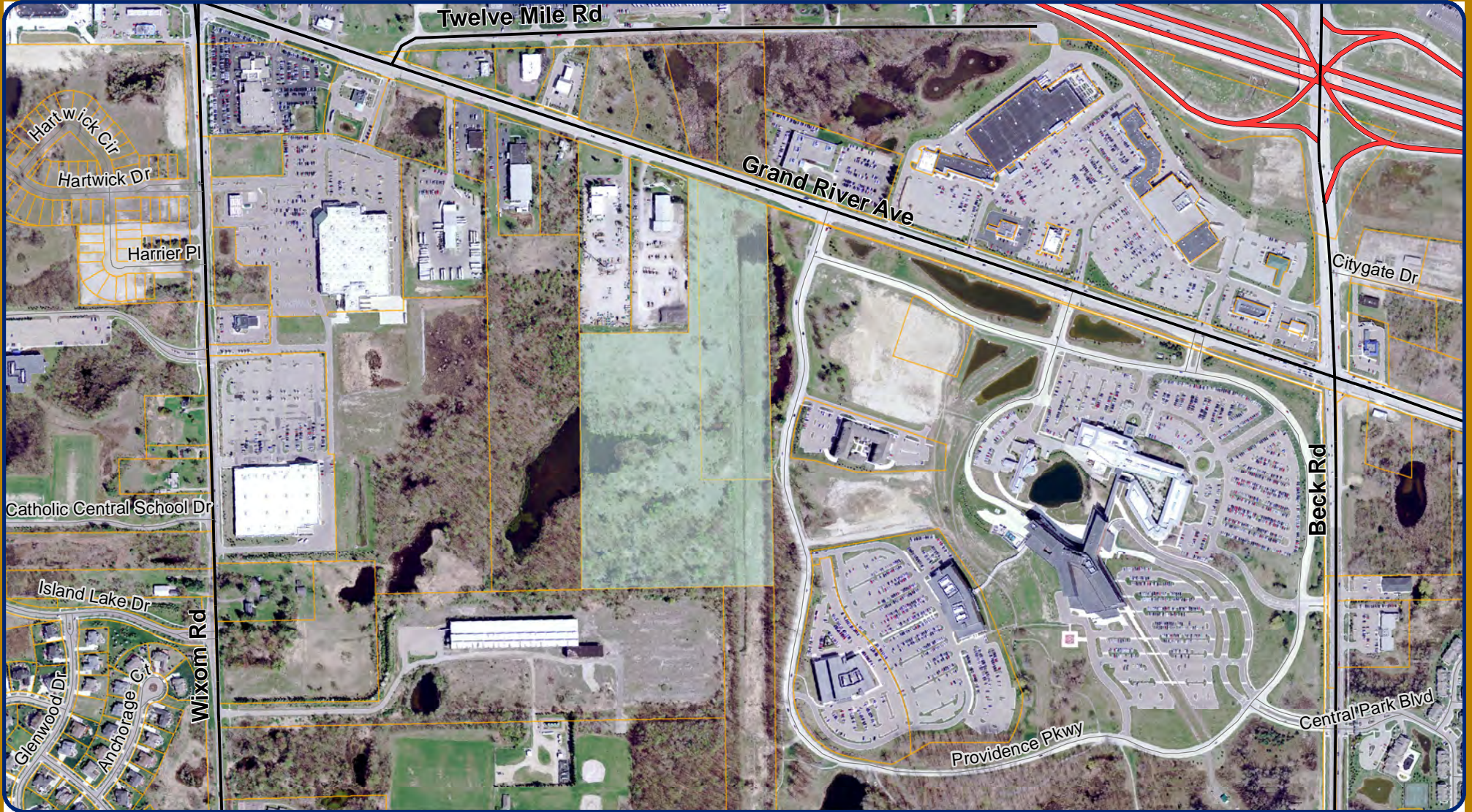
***If*** the City wants to accommodate the request of the developer to fill in the wetlands without a corresponding, contemporaneous road/utilities or other actual project, staff recommends that it do so only under an agreement with the developer that would allow the developer to proceed with the work that is permitted by the MDEQ wetland permit **only if** the developer commits to starting construction of the roads and utilities per the approved final site plan for Crossroads Commerce Park no later than July 1, 2015 and to complete the work no later than November 15, 2016. Such an agreement would need to have some real leverage on the City's part to guarantee that the wetlands were not just being filled in a way unrelated to the road/utilities project. For example, the agreement could require placement of a warranty deed for the future road into escrow with the City and require the developer to execute an SAD Agreement that would require the developer to complete all site work related to the road/utilities per the approved site plan by the above dates and would also provide that, if the developer failed to do so (or failed to commence work by an appropriate date), then the City could complete the work and get paid for doing so through special assessment per the approved SAD agreement.

If the developer agrees with this recommendation, and the City Administration does as well, the City Attorney could draft an agreement for consideration by City Council for a future agenda. Otherwise, we believe that the developer will not be permitted to complete the work under the City wetland ordinance.

cc: Charles Boulard, Community Development Director  
Barbara McBeth, Deputy Director of Community Development  
Carl Johnson, Finance Director  
Glenn Lemmon, City Assessor  
Tom Schultz, City Attorney

# Location Map

West Park Office

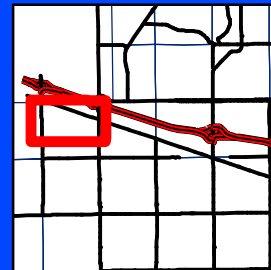


Map Author: Coburn  
Date: 9/4/15  
Project:  
Version #:

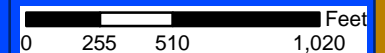
Amended By:  
Date:  
Department:

#### 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.



City of Novi  
Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org





**WEST PARK INVESTORS, LLC**

39525 13 Mile Rd., Suite 250  
Novi, MI 48377

October 30, 2015

VIA E-MAIL

Brian Coburn, P.E.  
Engineering Service Manager  
Department of Public Service  
26300 Lee BeGole Dr.  
Novi, Mi 48375

Re: Crossroads Commerce Park  
SAD 178C  
Parcel Nos. 22-17-101-010 & 22-17-101-012  
Novi, MI

Dear Brian,

As we discussed this morning, we only received two bids for the work related to the above referenced project and they were both significantly (\$800,000 - \$ 1M) above the Engineers Estimate.

Based upon the foregoing, we respectfully request that the City of Novi not proceed with the construction award of the project until we have had an opportunity to further analyze the bids, consider design alternatives and re-bid the project with the expectation of increased bid participation.

In the interim, we would like to undertake the wetland fill and mitigation work related to our MDEQ Permit, at our expense, prior to expiration of the Permit.

Best regards,  
West Park Investors, LLC



Gary Steven Jonna  
Manager

Cc: Gary Tressel, HRC

**PRINCIPALS**

George E. Hubbell  
Thomas E. Biehl  
Walter H. Alix  
Keith D. McCormack  
Nancy M. D. Faught  
Daniel W. Mitchell  
Jesse B. VanDeCreek  
Roland N. Alix  
Michael C. MacDonald  
James F. Burton

**SENIOR ASSOCIATES**

Gary J. Tressel  
Kenneth A. Melchior  
Randal L. Ford  
William R. Davis  
Dennis J. Benoit  
Robert F. DeFrain  
Thomas D. LaCross  
Albert P. Mickalich  
Timothy H. Sullivan

**ASSOCIATES**

Jonathan E. Booth  
Marvin A. Olane  
Marshall J. Grazioli  
Donna M. Martin  
Charles E. Hart  
Colleen L. Hill-Stramsak  
Bradley W. Shepler  
Karyn M. Stickel  
Jane M. Graham

**HUBBELL, ROTH & CLARK, INC.**

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Bloomfield Hills, MI 48302-0360  
MAILING: PO Box 824  
Bloomfield Hills, MI 48303-0824  
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**WEST PARK OFFICE BUILDING  
PRELIMINARY ESTIMATE OF COSTS  
OAKLAND COUNTY, MICHIGAN**

ENGINEER'S OPINION OF COST

October 13, 2015

HRC Job No. 20150245

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
1 Remove Trees, 8" to 18" Dia.	65	ea @	\$250.00 =	\$16,250.00
2 Remove Trees, 19" to 36" Dia.	4	ea @	\$350.00 =	\$1,400.00
3 Remove Concrete Curb and Gutter	325	lft @	\$5.00 =	\$1,625.00
4 21AA Limestone Aggregate Base, including Maintenance Aggregate	2,770	tons @	\$18.00 =	\$49,860.00
5 Subgrade Undercutting, Type II Modified, 1" X 3" Crushed Concrete	500	cyd @	\$30.00 =	\$15,000.00
6 Geogrid and Fabric	1500	syd @	\$4.00 =	\$6,000.00
7 Edge Drain, 6"	2685	lft @	\$14.00 =	\$37,590.00
8 Station Grading	16.1	sta @	\$1,100.00 =	\$17,710.00
9 Earth Excavation of Mitigation Areas	3,200.0	cyd @	\$7.00 =	\$22,400.00
10 Filling of Wetland Areas	5,100.0	cyd @	\$10.00 =	\$51,000.00
11 Concrete Pavement, MDOT PIM, 9" Nonreinforced w/Integral Curb and Gutter, including Miscellaneous Pours	4,870	syd @	\$65.00 =	\$316,550.00
12 Concrete Ramps, 6" Incl. ADA Ramps and Dome Pads	600	sft @	\$6.00 =	\$3,600.00
13 Concrete Curb and Gutter - MDOT Detail B-1	260	lft @	\$16.00 =	\$4,160.00
14 Concrete Curb and Gutter - MDOT Detail F-4	3155	lft @	\$14.50 =	\$45,747.50
15 Concrete Sidewalk, 4"	13,150	sft @	\$4.00 =	\$52,600.00
16 12" Storm Sewer C76-IV, MGT Joints w/Std. Bedding and Trench 'A' Backfill	227	lft @	\$50.00 =	\$11,350.00

17	15" Storm Sewer, C76 - CL-IV, MGT Joints w/Standard Bedding and Trench 'A' Backfill	105	lft	@	\$65.00	=	\$6,825.00
18	18" Storm Sewer	40	lft	@	\$80.00	=	\$3,200.00
19	24" Storm Sewer	529	lft	@	\$90.00	=	\$47,610.00
20	30" Storm Sewer	71	lft	@	\$110.00	=	\$7,810.00
21	36" Storm Sewer	711	lft	@	\$130.00	=	\$92,430.00
22	Drainage Structure, 4' Diameter Low Head, incl. Frame and Cover	10	ea	@	\$2,300.00	=	\$23,000.00
23	Drainage Structure, 4" Diameter, incl. Frame and Cover	9	ea	@	\$1,900.00	=	\$17,100.00
24	Tapping Sleeve and Valve, 8" X 12"	1	ea	@	\$3,700.00	=	\$3,700.00
25	8" Water Main Ductile Iron Trench Detail A Backfill	1775	lft	@	\$50.00	=	\$88,750.00
26	Connect to Existing Water Main 8"	1	ea	@	\$1,800.00	=	\$1,800.00
27	Fire Hydrant Assembly	6	ea	@	\$2,300.00	=	\$13,800.00
28	18" Jack Case and Bore	65	lft	@	\$150.00	=	\$9,750.00
29	10" Sanitary Sewer	865	ft	@	\$60.00	=	\$51,900.00
30	Sanitary Manholes	7	ea	@	\$2,500.00	=	\$17,500.00
31	Sewer Tap, 10"	1	ea	@	\$400.00	=	\$400.00
32	Adjust Structure	4	ea	@	\$200.00	=	\$800.00
33	Reconstruct Structure	6	lft	@	\$400.00	=	\$2,400.00
34	Pavement Markings	1	LS	@	\$4,000.00	=	\$4,000.00
35	Restoration of all Disturbed Areas, Including 4" Topsoil and Class A Sod, Sprinkler Systems, Etc.	3550	syd	@	\$5.00	=	\$17,750.00
36	Color Audio Video Route	1	LS	@	\$2,000.00	=	\$2,000.00
37	Maintaining Traffic	1	LS	@	\$3,000.00	=	\$3,000.00
38	Soil Erosion and Sediment Control	1	LS	@	\$4,000.00	=	\$4,000.00
39	Reimbursed Permit Fees, RCOC	1	LS	@	\$7,500.00	=	\$7,500.00
40	DTE Street Lighting	1	LS	@	\$25,000.00	=	\$25,000.00
40	Observation Crew Days	60	days	@	\$625.00	=	\$37,500.00
<b>Total Engineering Cost</b>							<b>\$1,142,367.50</b>

**Brooks Williamson Mitigation Construction**

**Cost Per Acre**

1	Soil Erosion Control/Tree Protection	1	acre	@	\$4,500.00	=	\$4,500.00
2	Land Clearing	1	acre	@	\$5,500.00	=	\$5,500.00
3	Grading/Constuction	1	acre	@	\$15,000.00	=	\$15,000.00
4	Water Level Control Structure	1	acre	@	\$6,000.00	=	\$6,000.00
5	Planting (Trees/Shrubs)	1	acre	@	\$7,900.00	=	\$7,900.00
6	Seed/Mulch	1	acre	@	\$5,300.00	=	\$5,300.00
7	Conservation Easement Signage1	1	acre	@	\$700.00	=	\$700.00
8	Legal	1	acre	@	\$5,000.00	=	\$5,000.00

**Sub-total** **\$49,900.00**

Add .6 Acres to each line item \$29,940.00

Cost per acre \$79,840.00

**Total 1.6 Acres of Wetland Mitigation** **\$79,840.00**

**Russell Design - Landscaping**

1	Sugar Maple 2.5"	11	ea	@	\$400.00	=	\$4,400.00
2	Autumn Glory Red Maple	25	ea	@	\$400.00	=	\$10,000.00
3	Amelanchier - 2 1/2	25	ea	@	\$425.00	=	\$10,625.00
4	Tulip Tree - 2 1/2	9	ea	@	\$500.00	=	\$4,500.00
5	Norway Maple - 8'	19	ea	@	\$375.00	=	\$7,125.00
6	White Spruce 6"	30	ea	@	\$325.00	=	\$9,750.00
7	Swamp White Oak 3"	36	ea	@	\$400.00	=	\$14,400.00
8	Northern Red Oak 2.5"	10	ea	@	\$400.00	=	\$4,000.00
9	Seed Lawn	4600	syd	@	\$3.00	=	\$13,800.00
10	Natural Color, Double Shredded Hardwood Mulch	50	cyd	@	\$35.00	=	\$1,750.00
11	Gray Dogwood - 36"	60	ea	@	\$75.00	=	\$4,500.00
12	Mariesii Viburnum - 36"	70	ea	@	\$90.00	=	\$6,300.00

**Total Landscaping** **\$91,150.00**

**Total Estimated Construction Costs** **\$1,313,357.50**

Contingency \$110,000.00

Design Engineering \$103,000.00

Construction Engineering \$145,000.00

**Total Project Costs** **\$1,671,357.50**

**BID LIST**

**Project:** Commerce Crossing Office Park

**Owner:** City of Novi

**Bids Due:** 9:00 AM

**Date:** 10/30/2015

**ENGINEER:** HUBBELL, ROTH & CLARK, INC.



BIDDER	BID BOND	ADD. NO. 1	ADD. NO. 2	AMOUNT	POSITION
Angelo Iafrate Construction Company,					
Carlo Construction, Inc.					
Dan's Excavating, Inc.					
Florence Cement Company					
GM & Sons, Inc.					
V.I.L. Construction, Inc.	X	X	X	\$2,326,925. <sup>00</sup>	
Walter Toebe Construction Company	X	X	X	\$2,508,126. <sup>00</sup>	

**BID – ADDENDUM NO. 1**  
for  
**COMMERCE CROSSING OFFICE PARK**

Bid of \_\_\_\_\_ hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as \_\_\_\_\_\*.

Insert as applicable: “a corporation”, “a partnership” or “an individual”.

TO THE CITY OF NOVI, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined the Advertisement for Bids, Instructions to Bidders, Bid, General Conditions, Supplementary Conditions, Agreement, Forms of Bond, Specifications and Drawings, as prepared by the ENGINEER, and understands all of the same; that the Bidder of its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
<u>1</u>	<u>Oct. 26, 2015</u>
<u>2</u>	<u>Oct. 29, 2015</u>

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1.	Remove Trees, 8” to 18” Dia.	65	ea	\$ 200 <sup>00</sup>	\$ 13,000 <sup>00</sup>
2.	Remove Trees, 19” to 36” Dia.	4	ea	\$ 750 <sup>00</sup>	\$ 3,000 <sup>00</sup>
3.	Remove Concrete Curb & Gutter	325	lft	\$ 10 <sup>00</sup>	\$ 3,250 <sup>00</sup>
4.	Remove Frame and Cover	2	ea	\$ 250 <sup>00</sup>	\$ 500 <sup>00</sup>
5.	21AA Limestone Base, including Maintenance Aggregate	2,770	tons	\$ 26 <sup>00</sup>	\$ 72,620 <sup>00</sup>
6.	Subgrade Undercutting, Type II Modified, 1” X 3” Crushed Concrete	500	cyd	\$ 35 <sup>00</sup>	\$ 17,500 <sup>00</sup>



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
7.	Geogrid and Fabric	1,500	syd	\$ 6 <sup>00</sup>	\$ 9,000 <sup>00</sup>
8.	Edge Drain, 6" Geotextile Wrapped	2,685	lft	\$ 15 <sup>00</sup>	\$ 40,275 <sup>00</sup>
9.	Station Grading, Including Berm	16.1	sta	\$ 11,000 <sup>00</sup>	\$ 241,500 <sup>00</sup>
10.	Earth Excavation of Mitigation Areas	3,200	cyd	\$ 20 <sup>00</sup>	\$ 64,000 <sup>00</sup>
11.	Filling of Wetland Areas	5,100	cyd	\$ 12 <sup>00</sup>	\$ 61,200 <sup>00</sup>
12.	Block Retaining Wall, Mortarless, Reinf., Modified	2,530	sft	\$ 45 <sup>00</sup>	\$ 113,850 <sup>00</sup>
13.	3' x 6' x 3' Gabion Basket	29	ea	\$ 600 <sup>00</sup>	\$ 17,400 <sup>00</sup>
14.	Concrete Pavement, MDOT P1M, 9" Nonreinforced, including Miscellaneous Pours	4,885	syd	\$ 55 <sup>00</sup>	\$ 268,675 <sup>00</sup>
15.	Concrete Ramps, 6" Incl. ADA Ramps and Dome Pads	600	sft	\$ 9 <sup>00</sup>	\$ 5,400 <sup>00</sup>
16.	Concrete Curb and Gutter – MDOT Detail B-1	260	lft	\$ 22 <sup>00</sup>	\$ 5,720 <sup>00</sup>
17.	Concrete Curb and Gutter – MDOT Detail F-4	3,155	lft	\$ 15 <sup>00</sup>	\$ 47,325 <sup>00</sup>
18.	Driveway Opening, Conc., Det M	178	lft	\$ 22 <sup>00</sup>	\$ 3,916 <sup>00</sup>
19.	Concrete Sidewalk, 4" Incl. 4" Granular Base	13,150	sft	\$ 4 <sup>00</sup>	\$ 52,600 <sup>00</sup>
20.	Guardrail, Type B	532	ea	\$ 22 <sup>00</sup>	\$ 11,704 <sup>00</sup>
21.	Guardrail Approach Terminal, Type 1B	2	ea	\$ 2,250 <sup>00</sup>	\$ 4,500 <sup>00</sup>
22.	Guardrail Departure Terminal, Type B	2	ea	\$ 1,100 <sup>00</sup>	\$ 2,200 <sup>00</sup>
23.	Guardrail Reflector	25	ea	\$ 8 <sup>00</sup>	\$ 200 <sup>00</sup>
24.	Maintenance Access Drive Grass Pavers	410	syd	\$ 45 <sup>00</sup>	\$ 18,450 <sup>00</sup>
25.	Break-Away Gate Barricade	1	ea	\$ 3,750 <sup>00</sup>	\$ 3,750 <sup>00</sup>
26.	12" Storm Sewer C76-V, w/MGT Joints w/Std Bedding & MDOT Class II Granular Backfill	227	lft	\$ 40 <sup>00</sup>	\$ 9,080 <sup>00</sup>
27.	15" Storm Sewer, C76-V, w/MGT Joints w/Std Bedding & MDOT Class II Granular Backfill	105	lft	\$ 45 <sup>00</sup>	\$ 4,725 <sup>00</sup>
28.	18" Storm Sewer, C76-V, w/MGT Joints w/Std Bedding & MDOT Class II Granular Backfill	40	lft	\$ 59 <sup>00</sup>	\$ 2,360 <sup>00</sup>
29.	24" Storm Sewer, C76-V, w/MGT Joints w/Std Bedding & MDOT Class II Granular Backfill	529	lft	\$ 68 <sup>00</sup>	\$ 35,972 <sup>00</sup>



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
30.	30" Storm Sewer, C76-V, w/MGT Joints w/Stone Bedding & MDOT Class II Granular Backfill	71	lft	\$ 82 <sup>00</sup>	\$ 5,822 <sup>00</sup>
31.	36" Storm Sewer, C76-V, w/MGT Joints and Stone Bedding & MDOT Class II Granular Backfill	711	lft	\$ 96 <sup>00</sup>	\$ 68,256 <sup>00</sup>
32.	Drainage Structure, 4' Diameter Low Head, incl. Frame and Cover	1	ea	\$ 2,350 <sup>00</sup>	\$ 2,350 <sup>00</sup>
32.	Drainage Structure, 4 Diameter w/ 2' sump, incl. Frame and Cover	8	ea	\$ 2,250 <sup>00</sup>	\$ 18,000 <sup>00</sup>
34.	Drainage Structure, 5' Diameter, Low Head, incl. Frame and Cover	2	ea	\$ 3,100 <sup>00</sup>	\$ 6,200 <sup>00</sup>
35.	Drainage Structure, 5' Diameter, incl. Frame and Cover	1	ea	\$ 3,000 <sup>00</sup>	\$ 3,000 <sup>00</sup>
36.	Drainage Structure, 6' Diameter, Low Head, incl. Frame and Cover	2	ea	\$ 3,500 <sup>00</sup>	\$ 7,000 <sup>00</sup>
37.	Drainage Structure, 5' Diameter, Low Head over Existing, incl. Frame and Cover	1	ea	\$ 3,700 <sup>00</sup>	\$ 3,700 <sup>00</sup>
38.	Drainage Structure, 8' Diameter, Low Head w/ 4' Sump and Oil/Gas Separator, incl. Frame and Cover	1	ea	\$ 8,500 <sup>00</sup>	\$ 8,500 <sup>00</sup>
39.	4' Diameter Outlet Control Structure w/ Bar Gate and Stone	3	ea	\$ 6,500 <sup>00</sup>	\$ 19,500 <sup>00</sup>
40.	5' Diameter Outlet Control Structure w/ Bar Gate and Stone	1	ea	\$ 9,000 <sup>00</sup>	\$ 9,000 <sup>00</sup>
41.	Concrete End Section, 12"	1	ea	\$ 650 <sup>00</sup>	\$ 650 <sup>00</sup>
42.	Concrete End Section, 15"	2	ea	\$ 700 <sup>00</sup>	\$ 1,400 <sup>00</sup>
43.	Concrete End Section, 18"	3	ea	\$ 800 <sup>00</sup>	\$ 2,400 <sup>00</sup>
44.	Concrete End Section, 24"	1	ea	\$ 900 <sup>00</sup>	\$ 900 <sup>00</sup>
45.	Concrete End Section, 30"	2	ea	\$ 1,000 <sup>00</sup>	\$ 2,000 <sup>00</sup>
46.	Concrete End Section, 36"	4	ea	\$ 1,500 <sup>00</sup>	\$ 6,000 <sup>00</sup>
47.	EJIW 5100 Frame w/ Type MI Grate"	2	ea	\$ 500 <sup>00</sup>	\$ 1,000 <sup>00</sup>
48.	Sanitary Sewer, 10", incl. 20" Casing and Bore	85	lft	\$ 250 <sup>00</sup>	\$ 21,250 <sup>00</sup>
49.	Sanitary Sewer, 10", w/Std Bedding & MDOT Class II Granular Backfill	770	lft	\$ 80 <sup>00</sup>	\$ 61,600 <sup>00</sup>
50.	Sanitary Manholes	7	ea	\$ 3,000 <sup>00</sup>	\$ 21,000 <sup>00</sup>
51.	Tapping Sleeve and Valve, 8" x 12"	1	ea	\$ 8,500 <sup>00</sup>	\$ 8,500 <sup>00</sup>
52.	8" Water Main Ductile Iron Standard Bedding and Trench Detail 'A' Backfill	1,695	lft	\$ 67 <sup>00</sup>	\$ 113,565 <sup>00</sup>





Item No.	Item Description	Qty	Unit	Unit Price	Total Price
53.	8" Water Main Ductile Iron, incl. 16" Casing and Bore	80	lft	\$ 225 <sup>31</sup>	\$ 18,000 <sup>31</sup>
54.	Connect to Existing Water Main 8"	1	ea	\$ 2,500 <sup>31</sup>	\$ 2,500 <sup>31</sup>
55.	Fire Hydrant Assembly	6	ea	\$ 4,000 <sup>31</sup>	\$ 24,000 <sup>31</sup>
56.	Adjust Structure	4	ea	\$ 350 <sup>31</sup>	\$ 1,400 <sup>31</sup>
57.	Reconstruct Structure	6	lft	\$ 650 <sup>31</sup>	\$ 3,900 <sup>31</sup>
58.	Pavement Markings	1	LS	\$ 4,250 <sup>31</sup>	\$ 4,250 <sup>31</sup>
59.	Permanent Signage, incl. Posts	1	LS	\$ 5,000 <sup>31</sup>	\$ 5,000 <sup>31</sup>
60.	Color Audio Video Route	1	LS	\$ 1,500 <sup>31</sup>	\$ 1,500 <sup>31</sup>
61.	Maintaining Traffic	1	LS	\$ 110,000 <sup>31</sup>	\$ 110,000 <sup>31</sup>
62.	Soil Erosion and Sediment Control	1	LS	\$ 22,500 <sup>31</sup>	\$ 22,500 <sup>31</sup>
63.	Reimbursed Permit Fees, RCO (Budget Allowance)	1	LS	\$15,000.00	\$ 15,000 <sup>31</sup>
64.	DTE Street Lighting (Budget Allowance)	1	LS	\$30,000.00	\$ 30,000 <sup>31</sup>
65.	Observation Crew Days	150	days	\$625.00	\$ 93,750 <sup>31</sup>
66.	Tree Protection Fencing	1,910	lft	\$ 6 <sup>00</sup>	\$ 11,460 <sup>31</sup>
67.	Clearing and Grubbing	1.8	acre	\$ 7,500 <sup>31</sup>	\$ 13,800 <sup>31</sup>
68.	1"-2" DBH Balled and Burlaped Platanus Occidentalis (Sycamore)	8	ea	\$ 225 <sup>31</sup>	\$ 1,800 <sup>31</sup>
69.	1"-2" DBH Balled and Burlaped, Acer Saccharinum (Silver Maple)	5	ea	\$ 220 <sup>31</sup>	\$ 1,100 <sup>31</sup>
70.	1"-2" DBH Balled and Burlaped Acer Rubrum (Red Maple)	5	ea	\$ 265 <sup>31</sup>	\$ 1,325 <sup>31</sup>
71.	1"-2" DBH Balled and Burlaped Quercus Palustris (Pin Oak)	6	ea	\$ 300 <sup>31</sup>	\$ 1,800 <sup>31</sup>
72.	1"-2" Balled and Burlaped Quercus Bicolor (Swamp White Oak)	6	ea	\$ 250 <sup>31</sup>	\$ 1,500 <sup>31</sup>
73.	18"-24" Container/BR Cornus Sericea (Red-Twig Dogwood)	20	ea	\$ 50 <sup>31</sup>	\$ 1,000 <sup>31</sup>
74.	18"-24" Container/BR Ilex Verticillata (Winterberry)	20	ea	\$ 50 <sup>31</sup>	\$ 1,000 <sup>31</sup>
75.	18"-24" Container/BR Viburnum Dentatum (Arrowwood)	20	ea	\$ 50 <sup>31</sup>	\$ 1,000 <sup>31</sup>
76.	18"-24" Container/BR Viburnum Lentago (Nannyberry)	20	ea	\$ 50 <sup>31</sup>	\$ 1,000 <sup>31</sup>
77.	18"-24" Containter, BR Viburnum Trilobum (American Cranberry Bush)	20	ea	\$ 50 <sup>31</sup>	\$ 1,000 <sup>31</sup>
78.	Urban Sedge Meadow Seed/Mulch for Wetland Basins ONLY	1.82	acre	\$ 4,000 <sup>31</sup>	\$ 7,280 <sup>31</sup>



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
79.	Conservation Easement Signage 1	30	ea	\$ 300 <sup>21</sup>	\$ 9,000 <sup>21</sup>
80.	Invasive Species Control	5	acre	\$ 1,500 <sup>21</sup>	\$ 7,500 <sup>21</sup>
81.	Habitat Structures	3	ea	\$ 6,000 <sup>21</sup>	\$ 18,000 <sup>21</sup>
82.	Sugar Maple 2 ½" Dia.	11	ea	\$ 375 <sup>21</sup>	\$ 4,125 <sup>21</sup>
83.	Adjustable Overflow Control Structure	1	ea	\$ 15,000 <sup>21</sup>	\$ 15,000 <sup>21</sup>
84.	Rip Rap Spillway	1	ea	\$ 1,250 <sup>21</sup>	\$ 1,250 <sup>21</sup>
85.	Autumn Glory Red Maple -	25	ea	\$ 400 <sup>21</sup>	\$ 10,000 <sup>21</sup>
86.	Amelanchier 2 ½" Dia.	25	ea	\$ 400 <sup>21</sup>	\$ 10,000 <sup>21</sup>
87.	Tulip Tree 2 ½" Dia.	9	ea	\$ 400 <sup>21</sup>	\$ 3,600 <sup>21</sup>
88.	Norway Maple 8' feet high	19	ea	\$ 300 <sup>21</sup>	\$ 5,700 <sup>21</sup>
89.	White Spruce 6' feet high	30	ea	\$ 300 <sup>21</sup>	\$ 9,000 <sup>21</sup>
90.	Swamp White Oak 3" Dia.	36	ea	\$ 450 <sup>21</sup>	\$ 16,200 <sup>21</sup>
91.	Northern Red Oak 2 ½" Dia.	10	ea	\$ 450 <sup>21</sup>	\$ 4,500 <sup>21</sup>
92.	Natural Color, Double Shredded Hardwood Mulch	50	cyd	\$ 75 <sup>21</sup>	\$ 3,750 <sup>21</sup>
93.	Gray Dogwood 36"	50	ea	\$ 50 <sup>21</sup>	\$ 2,500 <sup>21</sup>
94.	Mariesii Viburnum 36"	70	ea	\$ 90 <sup>21</sup>	\$ 6,300 <sup>21</sup>
95.	Acer r. Autumn Flame, 2.5" cal.	3	ea	\$ 250 <sup>21</sup>	\$ 750 <sup>21</sup>
96.	Acer s. Green Mountain, 2.5" cal.	11	ea	\$ 300 <sup>21</sup>	\$ 3,300 <sup>21</sup>
97.	Liriodendron tulipifera, 2.5" cal.	9	ea	\$ 450 <sup>21</sup>	\$ 4,050 <sup>21</sup>
98.	Picea glauca, 8'	68	ea	\$ 450 <sup>21</sup>	\$ 30,600 <sup>21</sup>
99.	Quercus bicolor, 2.5" cal.	62	ea	\$ 400 <sup>21</sup>	\$ 24,800 <sup>21</sup>
100.	Quercus rubra, 2.5" cal.	9	ea	\$ 450 <sup>21</sup>	\$ 4,050 <sup>21</sup>
101.	Cornus racemosa, 36" B&B	52	ea	\$ 100 <sup>21</sup>	\$ 5,200 <sup>21</sup>
102.	Cornus sericea, 36" B&B	83	ea	\$ 100 <sup>21</sup>	\$ 8,300 <sup>21</sup>
103.	Juniperus v. 'Grey Owl', 3 gal.	18	ea	\$ 40 <sup>21</sup>	\$ 720 <sup>21</sup>
104.	Physocarpus opulifolius, 36" B&B	104	ea	\$ 70 <sup>21</sup>	\$ 7,280 <sup>21</sup>
105.	Taxus 'Hicksii', 36" B&B	22	ea	\$ 170 <sup>21</sup>	\$ 3,740 <sup>21</sup>
106.	Thuja o. 'Nigra', 6-7' ht. Heavy, B&B	18	ea	\$ 160 <sup>21</sup>	\$ 2,880 <sup>21</sup>



Item No.	Item Description	Qty	Unit	Unit Price	Total Price
107.	Viburnum lentago, 36: B&B	69	ea	\$ 70 <sup>00</sup>	\$ 4,830 <sup>00</sup>
108.	Miscanthus s. Morning Light, 5 gal	8	ea	\$ 40 <sup>00</sup>	\$ 320 <sup>00</sup>
109.	Entry Wall and Signage Complete	2	ca	\$ 17,500 <sup>00</sup>	\$ 35,000 <sup>00</sup>
110.	Imported loamy-sand topsoil (include installation and shaping)	2,500	cyd	\$ 35 <sup>00</sup>	\$ 87,500 <sup>00</sup>
111.	Fine Grade, Fertilize and Seeded Lawn Beyond Mitigation Areas	13,000	syd	\$ 4 <sup>00</sup>	\$ 52,000 <sup>00</sup>
112.	Shredded Hardwood Bark Mulch	4,000	syd	\$ 8 <sup>00</sup>	\$ 32,000 <sup>00</sup>
113.	3/16" x 4" Metal Edging (entry sign landscaping)	300	lft	\$ 7 <sup>50</sup>	\$ 2,250 <sup>00</sup>
114.	Shovel Cut Bed Edging (evergreen and shrub beds)	3,600	lft	\$ 1 <sup>75</sup>	\$ 6,300 <sup>00</sup>
115.	Automatic Irrigation System (include permits, water tap, Connection and Installation and Coordination with City and Trades See irrigation and civil drawings)	1	LS	27,500 <sup>00</sup>	27,500 <sup>00</sup>
116.	Irrigation Electrical Connection including DTE charges (Budgeted Allowance)	1	LS	\$ 20,000.00	\$ 20,000.00
<b>TOTAL BASE BID PRICE:</b>				\$ 2,326,925 <sup>00</sup>	

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. **The undersigned shall commence work on the wetland filling and mitigation within ten (10) days of award, and complete the wetland filling and mitigation prior to December 31, 2015 and complete the remainder of the Work to Substantial Completion by August 1, 2016, and to Final Completion, including restoration and all punch list items, by September 1, 2016.**

The undersigned attaches hereto its Bid security, as required by the Advertisement for Bids and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of One



Thousand per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on Oct. 30, 2015  
Date\*

BY: V.I.L. Construction, Inc.  
Name of Bidder\*

6670 Sims  
Street\*

Dominic Vani  
Signature

STERLING HEIGHTS, MI 48313  
City, State, ZIP\*

Dominic Vani, President  
Name and Title of Signatory\*

586 979 6020  
Telephone Number\*

586 979 7355  
Facsimile Number\*

\*Typed or printed in ink.



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

**AGREEMENT FOR THE FINANCING OF STREET AND UTILITY IMPROVEMENTS  
AND THE CREATION OF SPECIAL ASSESSMENT ON PROPERTY  
[CROSSROADS COMMERCE PARK SAD 178C]**

**THIS AGREEMENT**, effective this \_\_\_ day of October, 2015, is by and between West Park Investors, LLC, a Michigan limited liability company, a Michigan Limited Liability Company, whose address is 39525 13 Mile Road, Suite 250, Novi, Michigan 48377 ("Property Owner"), and the City of Novi a Michigan Municipal Corporation whose address is 45175 Ten Mile Road, Novi, Michigan ("City").

**RECITATIONS:**

The Property Owner owns the vacant property described on the Special Assessment Roll attached to this Agreement as **Exhibit A** (the "Property"). The Property consists of two adjacent parcels of land, proposed for future development for office use consistent with applicable zoning provisions of the City of Novi Code of Ordinances.

The Property Owner has submitted a plan for roads and utilities proposed to serve the future buildings on the Property ("Road and Utility Plan"). The Road and Utility Plan received preliminary site plan approval from the City of Novi Planning Commission on July 27, 2015. (See **Exhibit B**.) The Property Owner represented to the City that it has also secured the necessary permits from all other governmental agencies, including the State of Michigan and the County of Oakland, required to complete the Improvements. The road is proposed for public use and maintenance and will provide an emergency connection immediately upon construction and may serve as an additional point of ingress and egress from the Providence Hospital and Medical Centers site in the future. The utilities (water and sewer) will likewise be dedicated for public use.

The Property Owner has determined that a Special Assessment is needed to complete the road and utilities ("Improvements") prior to initiating the development for the Property.

The scope of the Improvements is described in the "Preliminary Estimate of Costs" dated August 7, 2015 and attached as **Exhibit C** (the "Preliminary Estimate"). The amount of the Preliminary Estimate is \$1,585,507.50. This estimated amount exceeds the amount that the Property Owner has to complete the Improvements, and the Property Owner would not be able to complete the Improvements without an available source of funds.

The construction of the Improvements will provide a public benefit by creating a potential additional point of access to the Providence Hospital and Medical Centers property.

The Property Owner has also determined that it is necessary to commence the Improvements before certain development approvals from the State of Michigan relating to wetlands fill and mitigation lapse. The City and the Property Owner therefore desire to establish, by voluntary agreement, a Special Assessment District consisting of the Property, in order to provide a source of funding for the construction of the Improvements. The Property Owner shall bear 100% of the cost of the Improvements, including the City's administrative, oversight and legal costs; the cost of the design; and the cost of the construction and any contingency cost (together the "Project Costs").

Although the City shall bear no share of the Project Costs, in order to realize the public benefit of the new connection, the City has agreed to assist in the financing of the construction of the Improvements, and shall fund the construction of the Improvements from existing street funds in the amount of \$1,585,507.50. The Property Owner shall re-pay the funds over a period of 15 years pursuant to special assessment of the Property, with interest in the amount of 5% per annum.

Rather than undergoing the lengthy process of multiple hearings and resolutions contemplated for the establishment of a customary Special Assessment District, because of the need and desire to construct the Improvements on an expedited basis as described above, and because the Property is the only Property receiving a special benefit for the construction of the Improvements, and taking into consideration the cost of the Improvements, the Property Owner has determined to waive all of the notice and hearing requirements provided for under state law, and by this Agreement, establish a Special Assessment District and a lien on the Property pursuant to contract as contemplated by Section 30-25 of the City Code, which provides that the City may enter into a contract with a property owner for construction of any local improvement for which a special assessment may be levied, so as to provide for the payment of such improvement by means of a special assessment.

In furtherance of the foregoing, the City and the Property Owner have also agreed that:

- a) The entire Property, which at the time of entry into this Agreement consists of two separate parcels of land, Parcel No. 22-17-101-010 and Parcel No. 22-17-101-012, shall be subject to and a part of the Special Assessment District, and responsibility for the entire amount (100%) of the Project Costs shall attach the entire Property as provided by law. After the road and related utilities are conveyed to the City, however, an appropriate land division will be completed with the City and said amount will thereafter attach only to the portion of the Property that lies west of the proposed road (the "West Portion of the Property"), which portion of the Property shall receive a separate parcel number (see **Exhibit D**, depicting the portion of the Property to be subject to lien).
- b) The Property Owner shall be responsible for designing the road and all related improvements to public standards (subject to review and approval by the City); assembling materials and documentation necessary to secure bids for the Project; and securing bids. The City's specifications shall be used in connection with the bids. The City's contract documents will be used in connection with the project, including City-required payment, performance, and maintenance guarantees. As such, the City shall have the ability to approve, or refuse to approve, any contractor, and to approve, or refuse to approve, the contract for the Improvements.
- c) The form of deed/bills of sale to the Improvements shall be as determined by the City.

- d) The Property Owner will remain responsible for maintenance and upkeep of all of the Property outside the proposed roadway, including but not limited to the portion of the Property that will lie east of the proposed road, and including the wetland mitigation areas.

In order to provide any and all interested persons an opportunity to be heard relative to the necessity for and the public purpose of the Improvements, the City conducted a public hearing on October 12, 2015.

The City and the Property Owner therefore desire to confirm, by this agreement, the Special Assessment District, consisting of the Property, for the payment of the cost of the constructing the Improvements.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The City and the Property Owner have concluded that the Improvements are necessary and appropriate, and are hereby approved.
2. It is the intent and purpose of this Agreement to bind and obligate the Property Owner, and the Property identified on the attached Special Assessment Roll (**Exhibit E**), for payment of the amounts set forth on the Special Assessment Roll to be expended for the Improvements, and to create a lien upon the Property to secure payment therefor, in accordance with the terms of this Agreement, the City's Code of Ordinances, and any other applicable laws and regulations, including state statute.
3. The City Council and the Property Owner have determined and agreed that the Improvements will specially benefit the Property that is identified on the Special Assessment Roll, and further specifically agree that the special benefit will be in sufficient amount and proportion to increase the market value of such Property, after the Improvements are completed, in proportion to the cost of the Improvements, and that there shall not be any substantial excess of the cost of the Improvements over the benefits that shall accrue to such Property as a result of the Improvements. It is further agreed by the Property Owner that there is a fair and reasonable relationship between the amount of the assessment upon the Property and the amount of the special benefit that shall accrue to the Property as a result of the Improvements.
4. The City Council has determined that a public purpose would be served by the Improvements, and the Property Owner fully and completely agrees with such determination.
5. The City Council has determined to proceed with the finance of the Improvements and to defray the above-referenced cost of the Improvements by Special Assessment upon the Property, it having been determined by the City Council and the Property Owner that the Property shall be specially benefited by the Improvements.

6. The City and the Property Owner have agreed that specially assessing the amount determined against the Property exclusively is lawful, constitutional, necessary, and appropriate, and that contributions from and/or on behalf of the public and/or from or on behalf of any other property for that amount would be inappropriate and unnecessary.
7. The City Council has approved the cost estimate for the Improvements in the amounts set forth on the attached Special Assessment Roll.
8. The City Council has determined, with the concurrence of the Property Owner, that the Property shall constitute the Special Assessment District, with the proportional cost of the Improvements being assessed to the Property Owner as shown on the attached Special Assessment Roll.
9. The City Assessor has prepared a Special Assessment Roll that includes the Property of the Property Owner, and also includes the total amount to be assessed against the Property. This Agreement is applicable to and will attach to and encumber the entire Property. However, upon completion and dedication and conveyance of the Improvements to the City, the lien authorized by law and described herein for the entire value of the Improvements will attach to and encumber only the West Portion of the Property as described in this Agreement and shown in **Exhibit D**. Following final site plan approval by the City, the Property Owner shall undertake all required actions to complete a land division to create two separate parcels: one that corresponds to the West Portion of the Property and one that corresponds to the remainder of the Property east of the road. At the time of such land division, the City Assessor shall allocate the full assessment to the West Portion of the Property in accordance with applicable provisions of the City's Code of Ordinances and adjust the attached Special Assessment Roll accordingly. The Property Owner hereby consents to the adjustment, the creation of the new Special Assessment Roll, its attachment to this Agreement, and its superseding of the Roll as initially attached as of the date of this Agreement.

The Property Owner represents that it intends to develop only the West Portion of the Property with buildings. It is further the Property Owner's intention to develop such West Portion of the Property in phases, and therefore it is likely that the Property Owner may further split the West Portion of the Property into two or more separate parcels. If the Property Owner further divides the West Portion of the Property to which the lien described herein attaches, the City Assessor shall apportion the assessment between such resultant new parcels in accordance with applicable provisions of the City's Code of Ordinances and adjust the attached Special Assessment Roll accordingly. The Property Owner hereby consents to the adjustment, the creation of the new Special Assessment Roll, its attachment to this Agreement, and its superseding of the Roll as initially attached as of the date of this Agreement.

10. The Assessor has affixed his certificate to the Special Assessment Roll, stating that the roll was made pursuant to authorization of the City Council, and that the



roll was made according to his best judgment, and conforms in all respects to the directions of the City Council and with the statutes of the State of Michigan.

11. The Special Assessment Roll for the Improvements, attached and incorporated as part of this Agreement, has been approved, adopted, and confirmed by the City Council and agreed to by Property Owner.
12. The Special Assessment against the Property as made on the Roll, or any part of such Special Assessment, may be paid in cash subject to the terms and conditions herein. The amount assessed shall be assessed against the Property Owner in 15 annual installments, the first of which shall be due and payable with the summer 2016 taxes beginning on July 1, 2016, in the amount of **\$78,920.22** as to Parcel No. 22-17-101-010 and **\$106,055.65** as to Parcel No. 22-17-101-012 payable without penalty on or before August 31, 2016, and with a 5% penalty thereafter. If such installment is not paid on or before August 31, 2016, it shall be certified as delinquent to the Council by the Treasurer and the Council shall place such delinquent assessment on the tax roll for that year together as one item with all accrued collection fees and penalties.

The remaining 14 installments shall be in the amounts set forth on the attached Special Assessment Roll, and the first of such several subsequent installments shall be due and payable on the summer 2017 tax roll, beginning on July 1, 2017, payable without penalty on or before August 31, 2017, and with a 5% penalty thereafter. If such installment is not paid on or before August 31, 2017, it shall be certified as delinquent to the Council by the Treasurer and the Council shall place such delinquent assessment on the tax roll for that year together as one item with all accrued collection fees and penalties. Subsequent installments shall be payable on the succeeding July 1, with payment deadlines and collection penalties and procedures as indicated above. Special Assessments that have been placed on the City tax roll shall be collected in all respects as are City taxes due on such date and shall be returned to the county treasurer with such taxes if unpaid on the following March 1.

The interest rate will be 5% per annum. The Property Owner may remit to the City all principal amounts due and owing pursuant to the attached Debt Schedule, including all accrued interest, to be paid to the City at any time. The entire, and portions that relate to individual parcels, of principal amount and accrued interest due may be paid at any time; there shall be no pre-payment penalty.

13. The Project Costs for the Improvements, and for the Project as a whole (as shown on the attached Special Assessment Roll), have been determined in the Preliminary Estimate, and include certain costs for design and permitting, project reviews (including legal reviews), and the cost of construction and inspection (among other things).

Because the Property Owner will be solely responsible for the entirety of the special assessment, the contract to construct the Improvements shall be effected as follows:

- a) One contractor shall serve as the contractor responsible for the construction of the Project ("Contractor"). The Property Owner shall assemble the documentation necessary to secure bids from qualified contractors for the Project. The City's specifications (including payment, performance, and maintenance guarantees) shall be used in connection with the bids. The City shall have the ability to approve, or refuse to approve, any contractor in its sole discretion, and the City shall have the sole discretion to determine whether to award a contract for the Project to any bidder. If the City does not approve any bidder as described herein, then this Agreement shall be null and void
- b) The City will, upon determining whether to award a contract to a bidder, enter into a construction contract (the "Construction Contract") with the Contractor. The terms and conditions of the Contract and related documents are within the sole discretion of the City as if the design and construction were being put out for public bid, and Contractor shall construct the Improvements pursuant to such construction contract. If the City does not approve a Construction Contract as described herein, then this Agreement shall be null and void.
- c) Before approval of a Construction Contract, the Property Owner shall make and deliver to the City the final engineering design for the Improvements, along with a construction cost estimate based upon the City's specifications. Such final engineering design and construction cost estimate (the "Final Estimate") shall be subject to review by the City Engineer. If such Final Estimate is higher than the Preliminary Estimate, a reconciliation and final cost determination shall then be made by the City and Owner, taking into consideration the Preliminary Estimate. The City Council shall resolve any issue with regard to the cost determination to be incorporated into the Construction Contract to be entered into between the City and the Contractor to the extent not reconciled by the Owner and the City Engineer for purposes of this Agreement and the special assessment district.
- d) The Property Owner shall be responsible to timely secure all required governmental permits and approvals for the Improvements, including all state and county permits and approvals, including but not limited to wetland fill and mitigation permits and approvals.
- e) All construction, and the process of construction, shall be in accordance with all applicable regulations of the City, and shall require all applicable permits and approvals from the City and other applicable governmental entities, including, without limitation, payment of City fees, pre-construction meetings, inspection fees, as-builts, maintenance bond, and the like. Once the Construction Contract has been fully executed and work on the Improvements has been commenced, the City shall complete, or cause the completion of, the Improvements in accordance with the terms of the Construction Contract.
- f) Upon completion of the Improvements, including the road and utilities, the Property owner shall execute a warranty deed for the roadway and bill of sale for the road and utilities, in a form and manner determined to be acceptable to the City Engineer and City Attorney.

14. On the basis of the final construction cost, as reconciled, if needed, a revised Special Assessment Roll, with an adjusted amount reflecting the actual, final construction costs (the "Total Assessment Amount"), shall be prepared. If the adjusted Total Assessment Amount is to be reduced in relation to the amount shown on the attached Special Assessment Roll, the adjustment(s) shall be made when all indebtedness of the City incurred in connection with this Special Assessment, if any, has been paid, and the construction of all Improvements have been completed, inspected, and approved by the City. If the Total Assessment Amount is to be increased, such revised Special Assessment Roll shall be made in connection with any annual installment hereunder and shall without delay be provided to the Owner, and shall be attached to this Agreement to supersede the Special Assessment Roll attached on the date of this Agreement.

15. The Property Owner represents that there is currently no mortgage, loan or other financing instrument or mechanism of any kind encumbering the property. If the Property Owner further divides the West Portion of the Property to which the lien attaches after construction, dedication, and conveyance of the Improvements, the City Assessor shall apportion the assessment between such resultant new parcels in accordance with applicable provisions of the City's Code of Ordinances.

Property Owner agrees that it will not encumber the property with a mortgage, construction loan, or other financing instrument or mechanism of any kind while this Agreement is in effect unless the party providing the financing acknowledges that the Special Assessment is superior to the mortgage or other financing instrument or mechanism that is planned to encumber the Property or the portion of the Property affected, whichever is applicable. If the foregoing acknowledgment is not obtained, then the amount of the Special Assessment (principal and accrued interest only) owed as to such Property or portion thereof (or any subsequent parcel) under this Agreement shall be paid in full to the City's satisfaction. Alternatively, at the City's discretion, the City may accept an appropriate subordination of any other mortgage, loan, or financing instrument or mechanism in a form and manner to be determined by the City.

16. The Property Owner shall be responsible for the ongoing monitoring and reporting associated with any and all wetland mitigation required in connection with the Improvements, including as required under the Property Owner's permit from the State of Michigan.

In addition, the Property Owner acknowledges that the installation of the Improvements will create an area of property east of the roadway that is very likely undevelopable for any building or other use. The City therefore requires, and the Property Owner agrees, that the Property Owner adequately provide for the ongoing and permanent maintenance of such area. The Property Owner and the City shall in connection with the dedication and conveyance of the Improvements to the City enter into an agreement, acceptable to the City as to form, providing that the portion of the property east of the proposed road shall

be maintained in accordance with all applicable provisions and standards of the City of Novi Code of Ordinances, and that, if the Property Owner, or its successors and assigns, fails to maintain such property as required, the City may (but is not obligated to) enter upon the area to effect such maintenance upon reasonable notice and opportunity to cure, even though it is a separate parcel of property, and charge the cost of such maintenance to the West Portion of the Property. Such agreement shall also provide that the Property Owner, and its successors and assigns, shall be responsible to pay all *ad valorem* property taxes and any subsequent assessments against such area, even though it is a separate parcel of property, and that said taxes and subsequent assessments shall become a lien upon the entire Property, collectible in the manner of taxes as against the entire Property.

17. The City does not represent or warrant to the Property Owner any commencement or completion date for the Improvements. The City shall not be liable to the Property Owner for any economic (including, without limitation, loss of revenues, profits, contracts, business, property value, or anticipated savings), special, direct, indirect, incidental, exemplary, punitive, or consequential losses or damages or loss of goodwill in any way, whether such liability is based on tort, contract, negligence, strict liability, or otherwise arising from or relating to this Agreement. The Property Owner's sole and exclusive remedies are limited to injunctive relief, declaratory relief, and any relief or remedies affirmatively set forth in this Agreement and applicable City ordinances, except to the extent any such remedies and relief are limited under the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, if the City expends any funds of any kind in connection with the Project and Improvements but the Project fails to commence or proceed to conclusion because permits or approvals by other governmental agencies (other than the City) are not secured, such costs shall be reimbursed to the City upon demand.
  
18. The Property Owner, after conferring with its own legal counsel, agrees that it is the sole owner of record of the Property and that the undersigned individual is authorized to execute this Agreement on behalf of the Property Owner; that it has received notice of all hearings and notice of its right to make objections to the Special Assessment District and to the Special Assessment Roll; that it has received notice of its right to appear and protest at public hearings, or to appear by filing an appearance or protest by letter in order to appeal the establishment and/or amount of the Special Assessment to the State Tax Tribunal and the right to in any other respect or manner object to the assessment. The Property Owner acknowledges and agrees that it consents to the Special Assessment and that such rights are therefore *waived*, and the Property Owner hereby confirms such waiver. Moreover, the Property Owner agrees that the Improvements, the Special Assessment, the Special Assessment District, the terms of this Agreement, and the Special Assessment Roll are all lawful, fair, just, and equitable and that each of the assessments contained on the Special Assessment Roll results in a Special Assessment in accordance with the benefits to be derived by the respective Property. The waiver provided by Property Owner herein is expressly limited to the waiver of any objection to the establishment and/or amount of the Special Assessment and Special Assessment District, and shall not

be construed as a waiver of any rights granted to Property Owner (also referred to as Seller) under this Agreement, any other agreements referenced herein or entered into between City and Property Owner in connection with the project or the Improvements.

19. This Agreement contains the entire understanding and agreement between the City, the Property Owner, and no statements, promises, or inducements have been made by any party, or by the agent of any party, that are not contained in this written Agreement. This Agreement constitutes the full and complete agreement of the parties, and shall not be enlarged, modified or altered, except in writing signed by the parties.
20. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns and transferees, and shall run with the land constituting the properties.
21. This Agreement shall be recorded at the Oakland County Register of Deeds. A copy of this Agreement shall be kept on file with the City Clerk.

IN WITNESS WHEREOF, City, and Property Owner by and through their duly-authorized representatives, have executed this Agreement effective the as of the date set forth above.

Signatures on Following Pages

**CITY OF NOVI,  
a Michigan municipal corporation**

By: \_\_\_\_\_  
Robert J. Gatt, Mayor

By: \_\_\_\_\_  
Maryanne Cornelius, Clerk

COUNTY OF OAKLAND        )  
  ) SS  
STATE OF MICHIGAN        )

The foregoing instrument was acknowledged before me on this \_\_\_\_day of \_\_\_\_\_ 201\_\_\_\_, by, Robert J. Gatt, Mayor and Maryanne Cornelius, Clerk on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

Signatures Continue on Following Page

**PROPERTY OWNER**

**West Park Investors, LLC, a Michigan limited liability company, a Michigan Limited Liability Company**

By: \_\_\_\_\_

Its:

COUNTY OF OAKLAND        )  
  ) SS  
STATE OF MICHIGAN        )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, \_\_\_\_\_, executed the foregoing document before me and, being duly sworn, stated that he is the \_\_\_\_\_ of West Park Investors, LLC, a Michigan Limited Liability Company with its full authority and as its free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

## EXHIBIT A

### PROPERTY DESCRIPTION

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

#### PARCEL 1:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as Beginning at the intersection of the Southerly right-of-way line of Grand River Avenue and the North-South 1/4 line of said Section 17; thence South 00 degrees 29 minutes 23 seconds West 1262.82 feet; thence North 89 degrees 30 minutes 37 seconds West 330.00 feet; thence North 00 degrees 29 minutes 23 seconds East 1374.95 feet to the Southerly right-of-way line of Grand River Avenue; thence South 70 degrees 44 minutes 31 seconds East along said right-of-way line 348.53 feet to the Point of Beginning.

#### PARCEL 2:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan described as Beginning at the center of said Section; thence South 89 degrees 52 minutes 01 seconds West along the East-West 1/4 line of said Section 675.10 feet; thence North 89 degrees 58 minutes 51 seconds West 241.73 feet; thence North 00 degrees 23 minutes 40 seconds East 1218.33 feet; thence South 89 degrees 30 minutes 37 seconds East 522.37 feet; thence North 00 degrees 29 minutes 23 seconds East 745.37 feet to the Southerly right-of-way line of Grand River Avenue; thence South 70 degrees 44 minutes 31 seconds East along said right-of-way line 63.37 feet; thence South 00 degrees 29 minutes 23 seconds West 1374.95 feet; thence South 89 degrees 30 minutes 37 seconds East 330.00 feet to the North-South 1/4 line of said Section; thence South 00 degrees 06 minutes 27 seconds East along said line 559.27 feet to the Point of Beginning.

#### LEGAL DESCRIPTION AS SURVEYED:

A part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the North 1/4 corner of said Section 17; thence South 03 degrees 16 minutes 55 seconds East, 831.75 feet, (previously described as South 00 degrees 29 minutes 23 seconds West, 831.35 feet), along the North and South 1/4 line of said Section 17, to a point on the Southerly right of way of Grand River Avenue (100.00 feet wide), and the POINT OF BEGINNING; thence continuing South 03 degrees 16 minutes 55 seconds East 1827.68 feet, (previously described as South 00 degrees 29 minutes 23 seconds West, 1262.82 feet and South 00 degrees 06 minutes 27 seconds East 559.27 feet), along the North and South 1/4 line of said Section 17, to the center of said Section 17; thence South 86 degrees 39 minutes 04 seconds West, 916.83 feet, (previously described as South 89 degrees 52 minutes 01 seconds West, 675.10 feet and North 89 degrees 58 minutes 51 seconds West, 241.73 feet), along the East and West 1/4 line of said Section 17; thence North 02 degrees 44 minutes 09 seconds West 1219.61 feet, (previously described as North 00 degrees 23 minutes 40 seconds East 1218.33 feet); thence North 87 degrees 21 minutes 50 seconds East, 522.37 feet, (previously described as South 89 degrees 30 minutes 37 seconds East); thence North 02 degrees 38 minutes 01 seconds West 746.51 feet, (previously described as North 00 degrees 29 minutes 23 seconds East 745.37 feet) to a point on the Southerly right of way of said Grand River Avenue; thence South 73 degrees 56 minutes 49 seconds East, 396.81 feet, (previously described as South 70 degrees 44 minutes 31 seconds East, 63.37 feet and South 70 degrees 44 minutes 31 seconds East 348.53 feet), along the Southerly right of way of said Grand River Avenue, to the POINT OF BEGINNING.



EXHIBIT B

ROAD AND UTILITY PLAN

See attached.

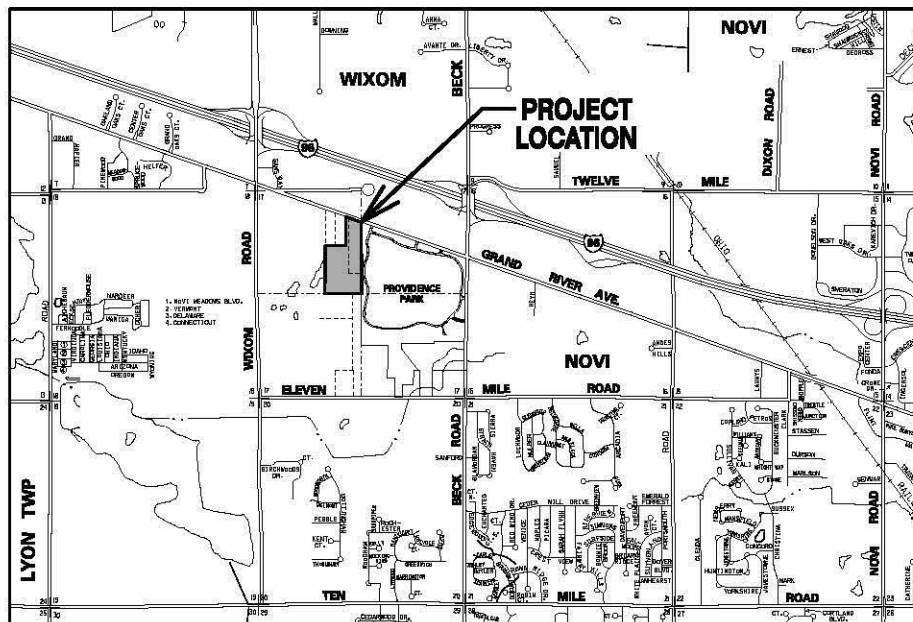
# COMMERCE CROSSINGS OFFICE PARK GRAND COMMERCE DRIVE

CITY OF NOVI

OAKLAND COUNTY, MICHIGAN

PART OF THE NORTHWEST 1/4 OF SECTION 17

TOWN 1 NORTH, RANGE 8 EAST



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SOIL EROSION and SEDIMENTATION CONTROL DETAILS	1

10.12.2015 - ISSUED FOR FINAL STAMPING SET & BIDS

## COMMERCE CROSSINGS OFFICE PARK

NOTE:  
ALL WORK SHALL CONFORM  
TO CITY OF NOVI STANDARDS  
AND SPECIFICATIONS.

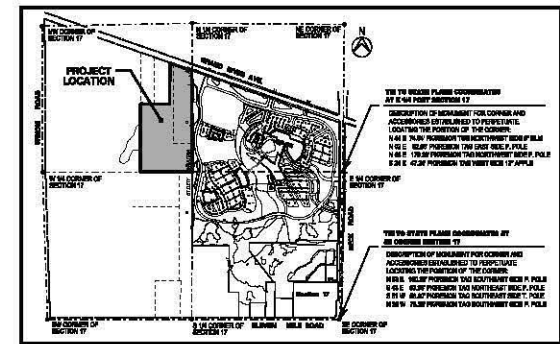
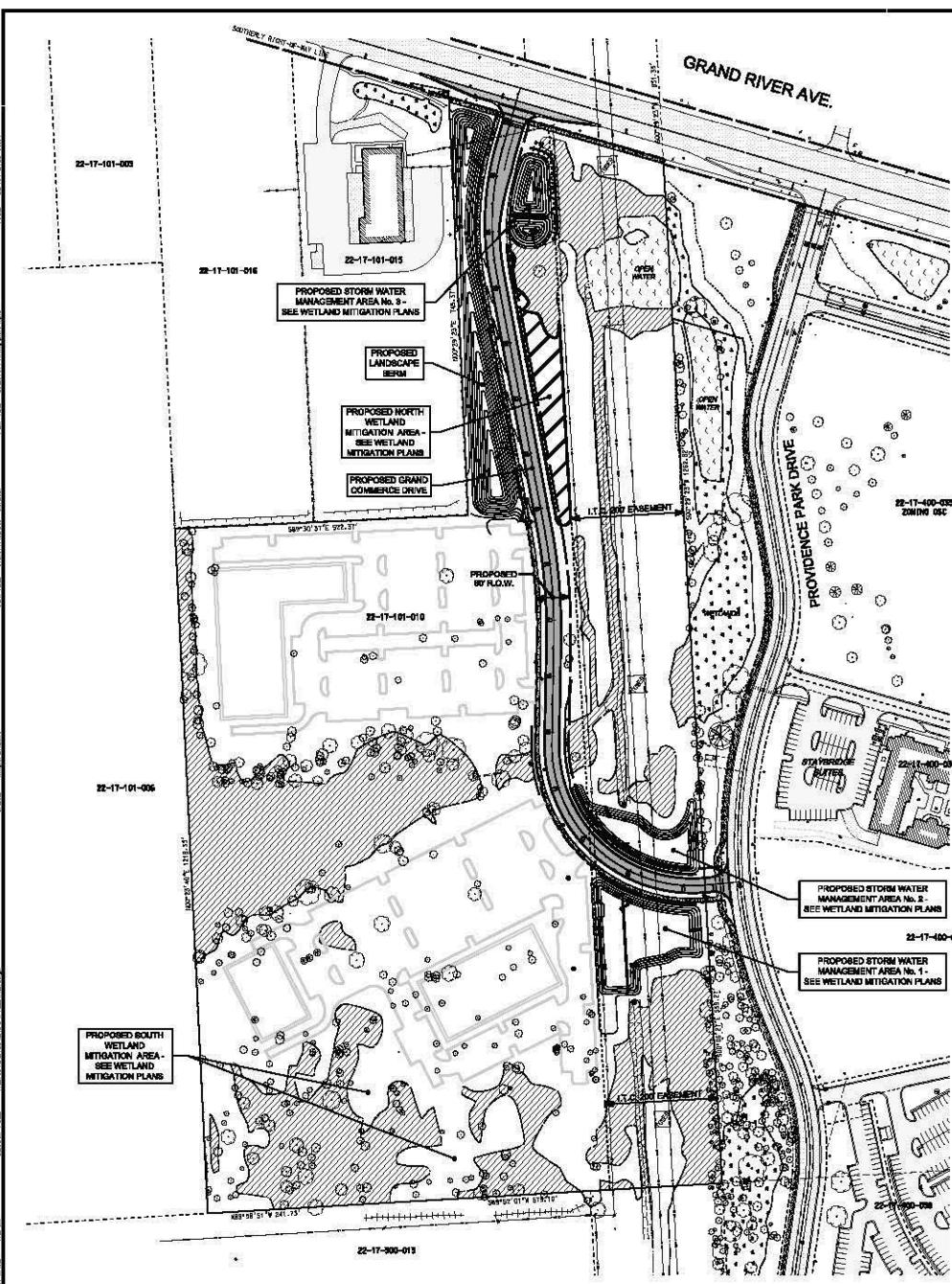
**OWNER / APPLICANT**  
Whitehall Real Estate Interests  
Contact: Gary Steven Jones  
3825 W. 13 Mile Road  
Novi, MI 48377  
Phone: (248) 284-4000  
Fax: (248) 284-2901  
gsjones@whitehall.com



380 HALEY DRIVE  
BLOOMFIELD HILLS, MI 48304  
PHONE: (248) 654-8800  
FAX: (248) 654-8812  
HRC (INC. PREVIOUS) (248) 654-8888  
WWW.SITE: HRC.COM  
WWW.SITE: HRC.COM

MATTHEW G. SUCKER

22-17-101-003  
 22-17-101-016  
 22-17-101-010  
 22-17-101-006  
 22-17-300-013  
 22-17-400-005  
 22-17-400-006  
 22-17-400-007  
 22-17-400-008  
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 22-17-400-029  
 22-17-400-030



**TIES TO STATE PLANE COORDINATES**

IRC S.M.	NORTHING	ELEV.	DESCRIPTION
IRC 504	N 26258.916 E 13300258.18	898.32	MONUMENT WEST FACE OF POWER POLE WEST SIDE OF DRIVE, 48'4" SOUTH OF GRAND RIVER AND ALONG THE WEST SIDE OF ITS CURB.
IRC 300	N 26258.014 E 13300413.72	898.34	MONUMENT WEST FACE OF 20' TOWER EAST SIDE OF PROVISIONAL PARKWAY 20' + SOUTH OF SOUTH END OF STATIONARY MONUMENT.
NOV 81 180 NOV 174	N 262576.140 E 1330096.54	898.952	BENCH TIE WEST END FACE OF UTILITY POLE LOCATED 10 FEET WEST OF DRIVE BERM AND 25 FEET SOUTH OF BACK OF CURB OF GRAND RIVER.
NOV 18 91 S.M. 1721	N 262566.476 E 13300258.18	899.01	TIE ON WESTERN END OF OVERHEAD LOCATED 35 FEET NORTH OF BACK OF CURB OF GRAND RIVER AND 25 FEET EAST OF DRIVE BERM GRAND RIVER.

**LEGAL DESCRIPTION (FROM WARRANTY DEED L-38787 P. 262)**

A part of the Northwest 1/4 of Section 17, Town 1 North, Range 9 East, City of Nov., Oakland County, Michigan; being more particularly described commencing at the North 1/4 corner of said Section 17; thence South 03 degrees 16 minutes 55 seconds East 551.76 feet (previously described as South 02 degrees 28 minutes 23 seconds West 851.95 feet) along the North and South 1/2 line of said Section 17 to a point on the Southwesterly right of way of Grand River Avenue (100.00 feet wide) and the POINT OF BEGINNING; thence continuing South 03 degrees 16 minutes 55 seconds East 1827.88 feet (previously described as South 03 degrees 28 minutes 23 seconds West 1382.82 feet and South 02 degrees 08 minutes 27 seconds East 861.27 feet) along the North and South 1/2 line of said Section 17 to the center of said Section 17; thence South 89 degrees 20 minutes 04 seconds West 916.83 feet (previously described as South 89 degrees 42 minutes 01 seconds West 976.10 feet and North 89 degrees 59 minutes 01 seconds East 341.73 feet) along the East and West 1/2 line of said Section 17; thence North 02 degrees 44 minutes 28 seconds West 1219.81 feet (previously described as North 30 degrees 23 minutes 40 seconds East 1219.33 feet); thence North 87 degrees 21 minutes 50 seconds East 522.37 feet (previously described as South 89 degrees 30 minutes 37 seconds East); thence North 02 degrees 58 minutes 01 seconds West 749.51 feet (previously described as North 00 degrees 28 minutes 23 seconds East 745.27 feet) to a point on the Southwesterly right of way of said Grand River Avenue; thence South 73 degrees 08 minutes 48 seconds East 398.61 feet (previously described as South 70 degrees 44 minutes 51 seconds East 393.27 feet and South 70 degrees 44 minutes 51 seconds East 393.00 feet) along the Southwesterly right of way of said Grand River Avenue to the POINT OF BEGINNING.

Tax parcels 22-17-101-010 and 22-17-101-012

N  
0 35 60 100 200  
1" = 100'-0"

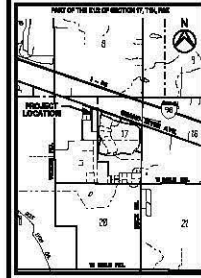
**WHITEHALL**  
REAL ESTATE INTERESTS

**HRC 100**  
CONSULTING ENGINEERS SINCE 1916

600 PULLEY DRIVE  
BLOOMFIELD HILLS, MICH. 48304-1604

PHONE: 248-494-6800  
FAX: 248-494-8810  
MOBILE: 248-494-8810  
WEB SITE: [www.hrc-engine.com](http://www.hrc-engine.com)

NO.	DATE	BY	DESCRIPTION	
18.01.2016	FINAL SETTING SHEET & MARK			
08.24.2016	REVISED PER CITY FILE COMMENTS			
08.25.2016	FINAL SETTING SHEET APPROVAL			
08.25.2016	PRELIMINARY SETTING SHEET APPROVAL			
	DATE	ISSUED /	ADDITIONS /	REVISIONS
	DESIGNED	M.O.A.		
	DRAWN	TEWJ.R.G.H.		
	CHECKED	G.L.T.		
	APPROVED			



**COMMERCE CROSSINGS  
OFFICE PARK**

**PROPOSED  
GRAND COMMENCE  
DRIVE**

CITY OF INDIANAPOLIS

PART OF THE MAP NO. 94 OF SECTION 17, T14 N, R9 E,  
CLARENCE TOWNSHIP, DECATUR COUNTY, INDIANA

**PROPOSED OVERALL SITE PLAN**

IRC JOB NO. 20180548 SCALE 1" = 100'

DATE JUNE 23, 2016 SHEET NO. C 01

**NOTE:**  
ALL WORK SHALL CONFORM TO CITY OF INDIANAPOLIS ORDINANCES AND SPECIFICATIONS.

**NOTE:**  
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC REPORT HAVE BEEN TESTED FROM VISUAL OBSERVATION AND RECORD APPROVED WHERE AVAILABLE. NO GUARANTEE IS MADE OR SHOULD BE IMPLIED AS TO THE CORRECTNESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. FURTHER UTILITIES INFORMATION SHALL BE OBTAINED BY THE AGENCY AND COMPLETED PRIOR TO CONSTRUCTION.

EXHIBIT C

PRELIMINARY ESTIMATE OF COSTS

See attached.

**PRINCIPALS**

George E. Hubbell  
Thomas E. Biehl  
Walter H. Alix  
Keith D. McCormack  
Nancy M. D. Faught  
Daniel W. Mitchell  
Jesse B. VanDeCreek  
Roland N. Alix  
Michael C. MacDonald  
James F. Burton

**SENIOR ASSOCIATES**

Gary J. Tressel  
Kenneth A. Melchior  
Randal L. Ford  
William R. Davis  
Dennis J. Benoit  
Robert F. DeFrain  
Thomas D. LaCross  
Albert P. Mickalich  
Timothy H. Sullivan

**ASSOCIATES**

Jonathan E. Booth  
Marvin A. Olane  
Marshall J. Grazioli  
Donna M. Martin  
Charles E. Hart  
Colleen L. Hill-Stramsak  
Bradley W. Shepler  
Karyn M. Stickel  
Jane M. Graham

**HUBBELL, ROTH & CLARK, INC.**

OFFICE: 555 Hulet Drive  
Bloomfield Hills, MI 48302-0360  
MAILING: PO Box 824  
Bloomfield Hills, MI 48303-0824  
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**WEST PARK OFFICE BUILDING  
PRELIMINARY ESTIMATE OF COSTS  
OAKLAND COUNTY, MICHIGAN**

ENGINEER'S OPINION OF COST

August 7, 2015

HRC Job No. 20150245

	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>		<u>Total Cost</u>
1	Remove Trees, 8" to 18" Dia.	65	ea @	\$250.00	=	\$16,250.00
2	Remove Trees, 19" to 36" Dia.	4	ea @	\$350.00	=	\$1,400.00
3	Remove Concrete Curb and Gutter	325	lft @	\$5.00	=	\$1,625.00
4	21AA Limestone Aggregate Base, including Maintenance Aggregate	2,770	tons @	\$18.00	=	\$49,860.00
5	Subgrade Undercutting, Type II Modified, 1" X 3" Crushed Concrete	500	cyd @	\$30.00	=	\$15,000.00
6	Geogrid and Fabric	1500	syd @	\$4.00	=	\$6,000.00
7	Edge Drain, 6"	2685	lft @	\$14.00	=	\$37,590.00
8	Station Grading	16.1	sta @	\$1,100.00	=	\$17,710.00
9	Earth Excavation of Mitigation Areas	3,200.0	cyd @	\$7.00	=	\$22,400.00
10	Filling of Wetland Areas	5,100.0	cyd @	\$10.00	=	\$51,000.00
11	Concrete Pavement, MDOT PIM, 9" Nonreinforced w/Integral Curb and Gutter, including Miscellaneous Pours	4,870	syd @	\$65.00	=	\$316,550.00
12	Concrete Ramps, 6" Incl. ADA Ramps and Dome Pads	600	sft @	\$6.00	=	\$3,600.00
13	Concrete Curb and Gutter - MDOT Detail B-1	260	lft @	\$16.00	=	\$4,160.00
14	Concrete Curb and Gutter - MDOT Detail F-4	3155	lft @	\$14.50	=	\$45,747.50
15	Concrete Sidewalk, 4"	13,150	sft @	\$4.00	=	\$52,600.00
16	12" Storm Sewer C76-IV, MGT Joints w/Std. Bedding and Trench 'A' Backfill	227	lft @	\$50.00	=	\$11,350.00

17	15" Storm Sewer, C76 - CL-IV, MGT Joints w/Standard Bedding and Trench 'A' Backfill	105	lft	@	\$65.00	=	\$6,825.00
18	18" Storm Sewer	40	lft	@	\$80.00	=	\$3,200.00
19	24" Storm Sewer	529	lft	@	\$90.00	=	\$47,610.00
20	30" Storm Sewer	71	lft	@	\$110.00	=	\$7,810.00
21	36" Storm Sewer	711	lft	@	\$130.00	=	\$92,430.00
22	Drainage Structure, 4' Diameter Low Head, incl. Frame and Cover	10	ea	@	\$2,300.00	=	\$23,000.00
23	Drainage Structure, 4" Diameter, incl. Frame and Cover	9	ea	@	\$1,900.00	=	\$17,100.00
24	Tapping Sleeve and Valve, 8" X 12"	1	ea	@	\$3,700.00	=	\$3,700.00
25	8" Water Main Ductile Iron Trench Detail A Backfill	1775	lft	@	\$50.00	=	\$88,750.00
26	Connect to Existing Water Main 8"	1	ea	@	\$1,800.00	=	\$1,800.00
27	Fire Hydrant Assembly	6	ea	@	\$2,300.00	=	\$13,800.00
28	Adjust Structure	4	ea	@	\$200.00	=	\$800.00
29	Reconstruct Structure	6	lft	@	\$400.00	=	\$2,400.00
30	Pavement Markings	1	LS	@	\$4,000.00	=	\$4,000.00
31	Restoration of all Disturbed Areas, Including 4" Topsoil and Class A Sod, Sprinkler Systems, Etc.	3550	syd	@	\$5.00	=	\$17,750.00
32	Color Audio Video Route	1	LS	@	\$2,000.00	=	\$2,000.00
33	Maintaining Traffic	1	LS	@	\$3,000.00	=	\$3,000.00
34	Soil Erosion and Sediment Control	1	LS	@	\$4,000.00	=	\$4,000.00
35	Reimbursed Permit Fees, RCOC	1	LS	@	\$7,500.00	=	\$7,500.00
36	DTE Street Lighting	1	LS	@	\$25,000.00	=	\$25,000.00
37	Observation Crew Days	60	days	@	\$625.00	=	\$37,500.00

**Total Engineering Cost**

**\$1,062,817.50**

**Brooks Williamson Mitigation Cost**

1	Soil Erosion Control/Tree Protection	1	acre	@	\$4,500.00	=	\$4,500.00
2	Land Clearing	1	acre	@	\$5,500.00	=	\$5,500.00
3	Grading/Construction	1	acre	@	\$15,000.00	=	\$15,000.00
4	Water Leve Control	1	acre	@	\$6,000.00	=	\$6,000.00

Structure						
5	Planting (Trees/Shrubs)	1	acre	@	\$7,900.00 =	\$7,900.00
6	Seed/Mulch	1	acre	@	\$5,300.00 =	\$5,300.00
7	Conservation Easement Signage1	1	acre	@	\$700.00 =	\$700.00
8	Hydrologic Study (Water Budget)	1	acre	@	\$5,000.00 =	\$5,000.00
	Cost Per Acre					<u>\$49,900.00</u>
<b>Total 1.6 Acres of Wetland Mitigation (1.6 Acres x \$49,900.00)</b>						<b>\$79,840.00</b>

**Russell Design - Landscaping**

1	Sugar Maple 2.5"	11	ea	@	\$400.00 =	\$4,400.00
2	Autumn GloryRed Maple	25	ea	@	\$400.00	\$10,000.00
3	Amelanchier – 2 ½"	25	ea	@	\$425.00	\$10,625.00
4	Tulip Tree – 2 ½"	9	ea	@	\$500.00	\$4,500.00
5	Norway Maple – 8"	19	ea	@	375.00	\$7,125.00
6	White Spruce 6"	30	ea	@	\$325.00 =	\$9,750.00
7	Swamp White Oak 3"	36	ea	@	\$400.00 =	\$14,400.00
8	Northern Red Oak 2.5"	10	ea	@	\$400.00 =	\$4,000.00
9	Seed Lawn	4600	syd	@	\$3.00 =	\$13,800.00
10	Natural Color, Double Shredded Hardwood Mulch	50	cyd	@	\$35.00 =	\$1,750.00
11	Gray Dogwood – 36"	60	ea	@	\$75.00 =	\$4,500.00
12	Mariesii Viburnum – 36"	70	ea	@	\$90.00 =	\$6,300.00
<b>Total Landscaping</b>						<b>\$91,150.00</b>

Total Estimated Construction Costs	\$1,233,807.50
Contingency	\$110,000.00
Design Engineering	\$96,700.00
Construction Engineering	\$145,000.00
<b>Total Project Costs</b>	<b>\$1,585,507.50</b>

Prepared by:  
 Hubbell, Roth & Clark, Inc.  
 555 Hulet Drive  
 Bloomfield Hills, Michigan 48302

EXHIBIT D

DEPICTION OF PROPERTY

See attached.



**EXHIBIT D**

**To be attached prior to execution**

EXHIBIT E

SPECIAL ASSESSEMENT ROLL

See attached.

**SPECIAL ASSESSMENT DISTRICT**

**#178 C**

**INFRASTRUCTURE IMPROVEMENTS**

**CERTIFICATE OF ASSESSOR**

I, THE UNDERSIGNED, D. GLENN LEMMON, DO HEREBY CERTIFY AND REPORT THE FOLLOWING SPECIAL ASSESSMENT ROLL, AND THE ASSESSMENT MADE BY ME PURSUANT TO APPROVAL OF THE COUNCIL OF THE CITY OF NOVI OF AN "AGREEMENT FOR THE FINANCING OF STREET AND UTILITY IMPROVEMENTS AND THE CREATION OF A SPECIAL ASSESSMENT ON PROPERTY" FOR THE PURPOSE OF PAYING THAT PART OF THE COST WHICH THE COUNCIL DECIDED SHOULD BE PAID AND BORNE BY SPECIAL ASSESSMENT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS TO TWO PROPERTIES LOCATED IN THE CITY OF NOVI THAT ARE LOCATED SOUTH OF GRAND RIVER AVENUE AND WEST OF BECK ROAD, THAT IN MAKING SUCH ASSESSMENT I HAVE, ACCORDING TO MY BEST JUDGEMENT, CONFORMED TO THE DIRECTIONS CONTAINED IN THE AUTHORIZATION OF THE COUNCIL AND TO THE ORDINANCE OF THE CITY RELATING TO SUCH SPECIAL ASSESSMENT, THAT THE TOTAL AMOUNT SPECIALLY ASSESSED AGAINST THE PROPERTY IN THIS DISTRICT IS \$1,585,507.50, AND THAT THE SPECIAL ASSESSMENT WAS MADE BASED UPON A PRORATION OF THE 2015 STATE EQUALIZED VALUE.

DATED THIS 22nd DAY OF OCTOBER A.D., 2015

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D. GLENN LEMMON, CITY ASSESSOR

CONFIRMED BY THE NOVI CITY COUNCIL AT ITS REGULAR MEETING HELD ON NOVEMBER 9, 2015

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MARYANNE CORNELIUS, CITY CLERK

SPECIAL ASSESSMENT DISTRICT NO. 178 C  
INFRASTRUCTURE IMPROVEMENTS

CONFIRMED BY RESOLUTION DATED:

IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN

BEGINNING:

ANNUAL INSTALLMENTS DUE:

INTEREST RATE:

5.0000%

ASSESSED TO AND ADDRESS	DESCRIPTION OF PROPERTY	2015 ASSESSMENT	PROJECT TOTAL	TOTAL CHARGE		INSTALLMENTS							
						1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH
50-22-17-101-010 WEST PARK INVESTORS  44505 TWELVE MILE NOVI, MI 48377 39525 13 MILE ROAD, STE 250 NOVI, MI 48377	T1N, R8E, SEC 17 PART OF NW 1/4 BEG AT INTER OF CEN LINE OF GRAND RIVER AVE WITH N & S 1/4 LINE, TH S 00-29-23 W 1315.63 FT, TH N 89-30-37 W 330.00 FT, TH N 00-29-23 E 1433.00 FT, TH S 70-05-07 E 349.92 FT TO BEG EXC THAT PART TAKEN FOR ROAD 10.01 A	\$168,250 SEV  42.67%	\$1,585,507.50	\$676,459.08	DATE PAID								
					BALANCE	\$676,459.08	\$631,361.80	\$586,264.53	\$541,167.26	\$496,069.99	\$450,972.72	\$405,875.45	\$360,778.17
					PRINCIPAL	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27
					INTEREST	\$33,822.95	\$31,568.09	\$29,313.23	\$27,058.36	\$24,803.50	\$22,548.64	\$20,293.77	\$18,038.91
					TOTAL	\$78,920.22	\$76,665.36	\$74,410.50	\$72,155.63	\$69,900.77	\$67,645.91	\$65,391.04	\$63,136.18
50-22-17-101-012 WEST PARK INVESTORS  44505 TWELVE MILE NOVI, MI 48377 39525 13 MILE ROAD, STE 250 NOVI, MI 48377	T1N, R8E, SEC 17 PART OF NW 1/4 BEG AT PT DIST S 00-29-23 W 1315.63 FT FROM INTER OF CEN LINE OF GRAND RIVER AVE WITH N & S 1/4 LINE, TH S 00-29-23 W 97.50 FT, TH S 00- 41-17 W 408.81 FT, TH N 89-25-49 W 675.10 FT, TH N 89-28-55 W 241.13 FT, TH N 01-03-59 E 2141.92 FT, TH S 70-05-07 E 615.32 FT, TH S 00-29-23 W 1433.00 FT, TH S 89-30-37 E 330.00 FT TO BEG EXC THAT PART TAKEN FOR RD, ALSO EXC BEG AT PT DIST S 89-52- 01 W 675.10 FT & N 89-58-01 W 241.73 FT & N 00-23-40 E 1218.33 FT FROM CEN OF SEC, TH N 00-23-40 E 923.40 FT, TH S 70-44-31 E 553.34 FT, TH S 00-29-23 W 745.37 FT, TH N 89-30-37 W 522.37 FT TO BEG 21.54 A	\$226,100 SEV  57.33%	\$1,585,507.50	\$909,048.42	DATE PAID								
					BALANCE	\$909,048.42	\$848,445.20	\$787,841.97	\$727,238.74	\$666,635.51	\$606,032.28	\$545,429.05	\$484,825.83
					PRINCIPAL	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23
					INTEREST	\$45,452.42	\$42,422.26	\$39,392.10	\$36,361.94	\$33,331.78	\$30,301.61	\$27,271.45	\$24,241.29
					TOTAL	\$106,055.65	\$103,025.49	\$99,995.33	\$96,965.17	\$93,935.00	\$90,904.84	\$87,874.68	\$84,844.52

ASSESSED TO AND ADDRESS	DESCRIPTION OF PROPERTY	2015 ASSESSMENT	PROJECT TOTAL	TOTAL CHARGE		INSTALLMENTS							
						9TH	10TH	11TH	12TH	13TH	14TH	15TH	
50-22-17-101-010 WEST PARK INVESTORS	T1N, R8E, SEC 17 PART OF NW 1/4 BEG AT INTER OF CEN LINE OF GRAND RIVER AVE WITH N & S 1/4 LINE,	\$168,250 SEV	\$1,585,507.50	\$676,459.08	DATE PAID								
44505 TWELVE MILE NOVI, MI 48377 39525 13 MILE ROAD, STE 250 NOVI, MI 48377	TH S 00-29-23 W 1315.63 FT, TH N 89-30-37 W 330.00 FT, TH N 00-29-23 E 1433.00 FT, TH S 70-05-07 E 349.92 FT TO BEG EXC THAT PART TAKEN FOR ROAD 10.01 A	42.67%			BALANCE	\$315,680.90	\$270,583.63	\$225,486.36	\$180,389.09	\$135,291.82	\$90,194.54	\$45,097.27	
					PRINCIPAL	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27	\$45,097.27
					INTEREST	\$15,784.05	\$13,529.18	\$11,274.32	\$9,019.45	\$6,764.59	\$4,509.73	\$2,254.86	
					TOTAL	\$60,881.32	\$58,626.45	\$56,371.59	\$54,116.73	\$51,861.86	\$49,607.00	\$47,352.14	
ASSESSED TO AND ADDRESS	DESCRIPTION OF PROPERTY	2015 ASSESSMENT	PROJECT TOTAL	TOTAL CHARGE		INSTALLMENTS							
						9TH	10TH	11TH	12TH	13TH	14TH	15TH	
50-22-17-101-012 WEST PARK INVESTORS	T1N, R8E, SEC 17 PART OF NW 1/4 BEG AT PT DIST S 00-29-23 W 1315.63 FT FROM INTER OF CEN LINE OF GRAND RIVER AVE WITH N & S 1/4 LINE, TH S 00-29-23 W 97.50 FT, TH S 00-	\$226,100 SEV	\$1,585,507.50	\$909,048.42	DATE PAID								
44505 TWELVE MILE NOVI, MI 48377 39525 13 MILE ROAD, STE 250 NOVI, MI 48377	41-17 W 408.81 FT, TH N 89-25-49 W 675.10 FT, TH N 89-28-55 W 241.13 FT, TH N 01-03-59 E 2141.92 FT, TH S 70-05-07 E 615.32 FT, TH S 00-29-23 W 1433.00 FT, TH S 89-30-37 E 330.00 FT TO BEG EXC THAT PART TAKEN FOR RD, ALSO EXC BEG AT PT DIST S 89-52- 01 W 675.10 FT & N 89-58-01 W 241.73 FT & N 00-23-40 E 1218.33 FT FROM CEN OF SEC, TH N 00-23-40 E 923.40 FT, TH S 70-44-31 E 553.34 FT, TH S 00-29-23 W 745.37 FT, TH N 89-30-37 W 522.37 FT TO BEG 21.54 A	57.33%			BALANCE	\$424,222.60	\$363,619.37	\$303,016.14	\$242,412.91	\$181,809.68	\$121,206.46	\$60,603.23	
					PRINCIPAL	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23	\$60,603.23
					INTEREST	\$21,211.13	\$18,180.97	\$15,150.81	\$12,120.65	\$9,090.48	\$6,060.32	\$3,030.16	
					TOTAL	\$81,814.36	\$78,784.20	\$75,754.04	\$72,723.87	\$69,693.71	\$66,663.55	\$63,633.39	