## CITY OF NOV cityofnovi.org

### CITY of NOVI CITY COUNCIL

Agenda Item 9 March 27, 2017

**SUBJECT:** Consideration to approve Memorandum of Understanding Regarding Future Realignment of Taft Road (Commerce Park Development) relating to property on the south side of Twelve Mile and west side of Taft Road.

SUBMITTING DEPARTMENT: Community Development - Planning

CITY MANAGER APPROVAL:

### **BACKGROUND INFORMATION:**

Premier-Novi, L.L.C. owns the approximately 30.5-acre property on the south side of Twelve Mile and the west side of Taft Road. It has proposed development of an office/industrial/research building of approximately 124,418 sq. ft., together with associated site improvements, including parking and utilities on the east 15.56 acres. As initially presented to the City, the conceptual site plan included parking on the northeast side of the site adjacent to the Twelve Mile and Taft Road intersection. The City noted that it was possible that Taft Road might ultimately be realigned in this area, given the proximity of the intersection to the CSX railroad.

After discussion, Premier-Novi agreed to make some adjustments to the site plan, shifting the building by a few feet to the southwest, realigning some of the parking, and making some other improvements. The potential area of Taft Road realignment will be reserved in green space, as shown on the revised plan. However, as part of its discussions with the City, Premier-Novi has raised some potential concerns about the development approval process, and the effect on its development of shifting the building and realigning the parking. City Administration has prepared for City Council's consideration a brief Memorandum of Understanding (MOU) that outlines some of these, including:

- Allowing a curb cut on Taft Road (gated unless/until property on the east side of Taft Road is developed for nonresidential purposes).
- Terminating the water main extension along Taft short of the southern property line of Premier-Novi's property.
- Authorizing land bank parking without immediate payment into the City's tree fund.
- Authorizing grading within the 25-foot buffer of Wetland "A".

Each of these issues would need to be approved by the City during the site plan/land development review process. Since that process is done primarily through the Planning Commission, the City Council cannot simply tell Premier-Novi that such approvals will occur; rather, the attached Memorandum of Understanding acknowledges that the property owner, Premier-Novi, is agreeing to submit the revised site plan accommodating the Taft Road realignment with the understanding that these items will occur during the approval process. If they do not, though, then Premier-Novi would have the right to withdraw the revised site plan and develop the property without reference to the Taft Road realignment.

The MOU acknowledges that Premier-Novi is not waiving any compensation rights it might have if Taft Road is realigned at some point in the future, and if the property needed for such realignment is taken by eminent domain of condemnation (similarly, the City is not waiving any positions or defenses that it might have in such event based on its accommodation of Premier-Novi's land development requests). Again, if the development is not authorized as contemplated, then the MOU would lapse and be null and void.

In sum, the MOU is an effort to indicate City Council's support for a development plan that accommodates the potential future realignment of Taft Road on reasonable terms and conditions.

**RECOMMENDED ACTION:** Approval of Memorandum of Understanding Regarding Future Realignment of Taft Road (Commerce Park Development) relating to property on the south side of Twelve Mile and west side of Taft Road, subject to approval of final form by the City Manager and City Attorney.

MAPS Location Zoning Future Landuse **Natural Features** 

## 17-02 Commerce Park Zoning Map Amendment 18-716

**Location Map** 





### LEGEND





## City of Novi

Dept. of Community Development City Hall / Civic Center 45175 W Ten Mile Rd Novi, MI 48375 cityofnovi.org

Map Author: Sri Komaragiri Date: 02/01/17

Project:17-02 Commerce Park Zoning Map Amendment 18-716



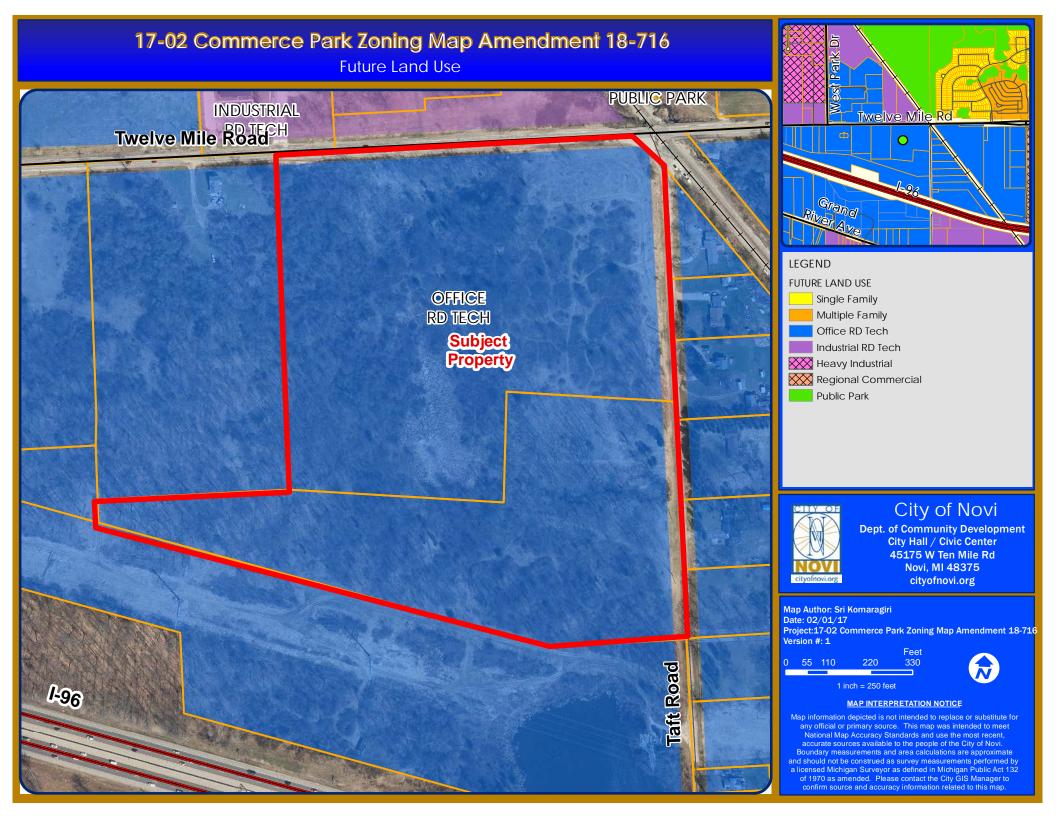
#### MAP INTERPRETATION NOTICE

of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

## 17-02 Commerce Park Zoning Map Amendment 18-716 Park Dr Zoning Map R-1 Twelve Mile Rd 1-1 **Twelve Mile Road** OST Grand **LEGEND** R-A: Residential Acreage R-1: One-Family Residential District EXO: OST District with EXO Overlay OST I-1: Light Industrial District **Subject** I-2: General Industrial District **Property** OST: Office Service Technology RC: Regional Center District RA RA City of Novi **Dept. of Community Development** City Hall / Civic Center 45175 W Ten Mile Rd Novi, MI 48375 cityofnovi.org Map Author: Sri Komaragiri Date: 02/01/17 Project: 17-02 Commerce Park Zoning Map Amendment 18-716 Version #: 1 0 55 110 Taft Road 1 inch = 250 feet 1-96

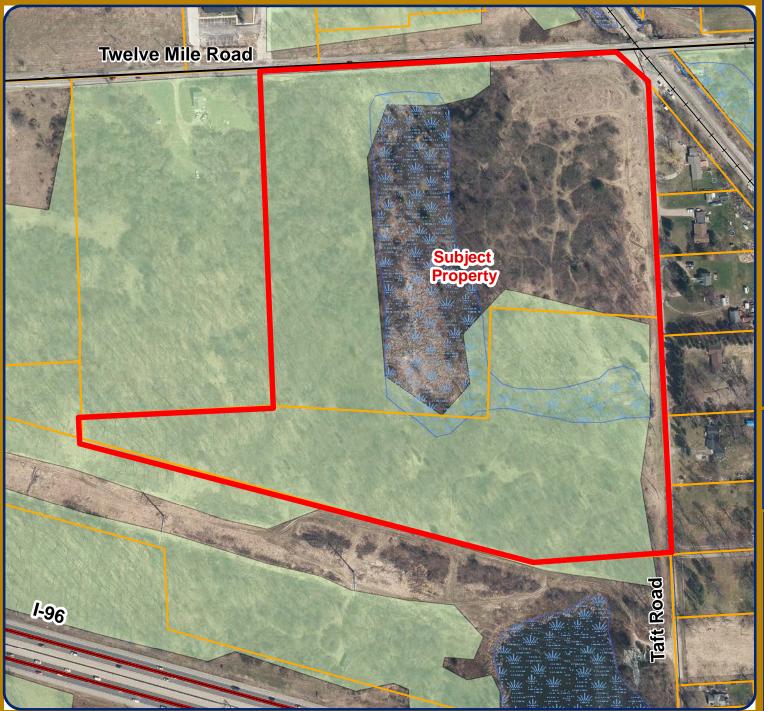
#### **MAP INTERPRETATION NOTICE**

of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



## 17-02 Commerce Park Zoning Map Amendment 18-716

**Natural Features** 





### LEGEND

wetlands

WOODLANDS



## City of Novi

Dept. of Community Development City Hall / Civic Center 45175 W Ten Mile Rd Novi, MI 48375 cityofnovi.org

Map Author: Sri Komaragiri Date: 02/01/17

Project:17-02 Commerce Park Zoning Map Amendment 18-716 Version #: 1

0 55 110 220 3



1 inch = 250 fe

#### 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.

## A MEMORANDUM OF UNDERSTANDING REGARDING FUTURE REALIGNMENT OF TAFT ROAD

This Memorandum of Understanding is by and between Premier-Novi, L.L.C., whose address is 560 Kirts Boulevard, Suite 100, Troy, MI 48084 ("Property Owner") and the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("City").

#### RECITALS

- A. Property Owner is the owner of two parcels of land located on the west side of Taft Road and the south side of Twelve Mile Road in the City of Novi. The land is identified as Parcel ID Nos. 22-16-226-004 and 22-16-226-008 and for purposes of this Memorandum will be known together as the "Property." The property is legally described and depicted on attached **Exhibit A**
- B. Property Owner desires to develop the Property (or a portion of it) with an office/industrial/research building of approximately 124,418 square feet, together with associated site improvements, including parking and utilities. Property Owner submitted a proposed site plan to the City showing such improvements in February, 2017 (Initial Proposed Site Plan, **Exhibit B**).
- C. At its review of the Initial Proposed Site Plan, the City indicated to Property Owner that there might be future improvements to Taft Road, which such improvements could include a realignment of Taft Road. Such potential realignment could impact Property Owner's Property. More specifically, the Road Commission of Oakland County ("RCOC") proposed a plan for possible realignment of Taft Road that shows a realigned Taft Road to the west, encroaching into the Property (Conceptual Realignment Plan, **Exhibit C**).
- D. Property Owner and the City have discussed possible changes to the Property Owner's Initial Proposed Site Plan for the Property as a result of the RCOC Conceptual Realignment Plan. Following such discussions, Property Owner prepared a Revised Proposed Site Plan (**Exhibit D**). These revisions contemplated the building and parking being repositioned on the Property such that Taft Road, if realigned in the future, would not require the removal of any portion of the building or the required parking for the building improvement.
- E. Property Owner has agreed to alter its development proposal as provided in the Revised Proposed Site Plan only under certain circumstances and with the approval of certain conditions that would lessen or eliminate the impact of the road realignment upon Property Owner's improvement plans.
- F. The City of Novi has agreed to review the Revised Proposed Site Plan and other related land use development plans with such conditions in mind.
- NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties agree as follows:
- 1. Property Owner will submit the Revised Proposed Site Plan and other land use development plans as required under the Novi Code of Ordinances, Zoning Ordinance, and any

other applicable rules and regulations, leaving the land area for the potential future Taft Road realignment as a vacant or greenbelt area without any required improvement shown thereon, under and subject to the following conditions:

- a. A curb cut is allowed onto Taft Road approximately as shown on the Revised Proposed Site plan; provided, however, that the City may require the drive to be gated in accordance with City regulations unless and until the residential property on the east side of Taft Road is redeveloped for non-residential purposes.
- b. The water main is required to be extended only a portion of the length of Taft Road to a location shown on the Revised Proposed Site Plan; provided, however, that the City reserves the right to require the Property Owner to extend the water main to and through the remainder of Property Owner's Property as would normally be required by the City, subject to the City bearing the additional cost of such added water main.
- c. Property Owner is allowed to provide "land bank" parking as contemplated under the City's Zoning Ordinance approximately as shown on the Revised Proposed Site Plan without the requirement to identify protected trees within the area or to pay any tree preservation or tree replacement amounts unless and until the area is in fact improved with parking improvements in the future.
- d. Property Owner is allowed to grade within the 25-foot Wetland "A" buffer to accommodate the installation of the boulder retaining wall shown on the Revised Proposed Site Plan, or any other retaining walls along the wetland buffer areas on the final plans which have been necessitated by the shifting of the building area for the potential future Taft Road realignment.
- 2. Property Owner acknowledges that site plan approval for the development is required and that Property Owner remains subject to all City ordinances, rules, and regulations with regard to same. Property Owner also acknowledges that some of the items in paragraph 1(a)-(d) above can only be granted during the site plan and development review process, and may require relief that cannot be granted by the City Council (e.g., is within the jurisdiction of the Planning Commission or Zoning Board of Appeals). The parties therefore both acknowledge and agree that Property Owner shall only be obligated under this agreement to leave the land area for the potential future Taft Road alignment as a vacant or greenbelt area if it secures the relief set forth in paragraph 1(a)-(d) above during the land development approval process. The City further agrees that, if the development proposed by Property Owner requires any ZBA approvals, such meeting will be scheduled at the earliest available meeting.
- 3. The City acknowledges that by agreeing to adjust its proposed development and submit the Revised Proposed Site Plan leaving the potential Taft Road realignment area vacant/greenbelt, Property Owner is not waiving any rights to be compensated for the fair value of its Property in the event Taft Road is realigned in the future; provided, however, that Property Owner acknowledges that it is not seeking compensation now for the revisions to its development plans, and is not asserting that this voluntary amendment to its plans requires compensation now by the City or Oakland County or RCOC. In the event that the Taft Road

realignment occurs, and necessary property is acquired by the City and/or Oakland County/RCOC by eminent domain over the Property, both parties (and Oakland County/RCOC) retain any and all rights to make all claims and assert all positions and defenses as are available to them with regard to compensation in such a case.

- 4. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 5. The covenants and conditions contained in this Agreement shall apply to and bind the successor's legal representatives, assigns of the parties to this Agreement, and successors-in-interest to the Property, and all covenants are to be construed as conditions of this Agreement; provided, however, that if a site plan for the development of the property as contemplated herein (i.e., leaving the land area for the potential future Taft Road realignment as a vacant or greenbelt area without any required improvement shown thereon) is not approved by the City of Novi, then this Agreement shall be null and void.

	PREMIER-NOVI, L.L.C.		
	By: Its: Managing Member		
ACKNO	DWLEDGMENT		
STATE OF MICHIGAN )			
) ss COUNTY OF OAKLAND )			
	Jnderstanding was acknowledged before me by naging Member of Premier-Novi, L.L.C. on the		
day of March, 2017.			
	Notary Public		
	County, Michigan Acting in County, Michigan		
	My Commission Expires:		

[Signatures continued on next page]

C	CITY OF NOVI		
	By: Robert J. Gatt ts: Mayor		
	dy: Cortney Hanson ts: City Clerk		
STATE OF MICHIGAN ) ) ss COUNTY OF OAKLAND ) The foregoing Memorandum of Under	Testanding was acknowledged before me by Robert a behalf of the City of Novi, on the day of		
Ā	lotary Public County, Michigan acting in County, Michigan My Commission Expires:		

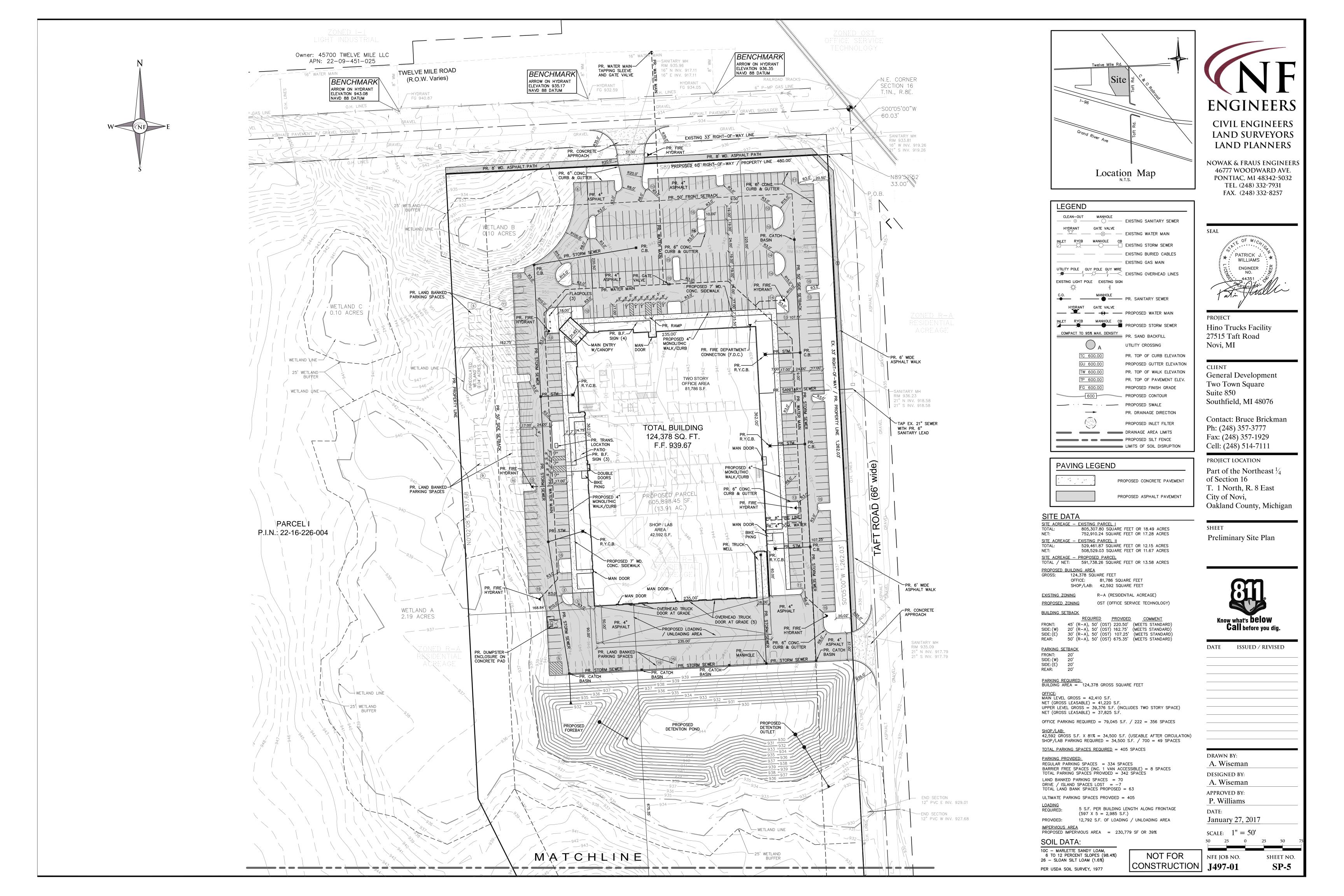
# EXHIBIT A LEGAL DESCRIPTION

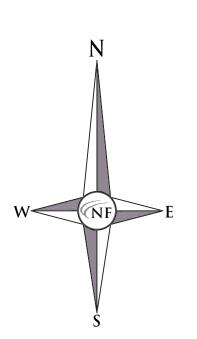
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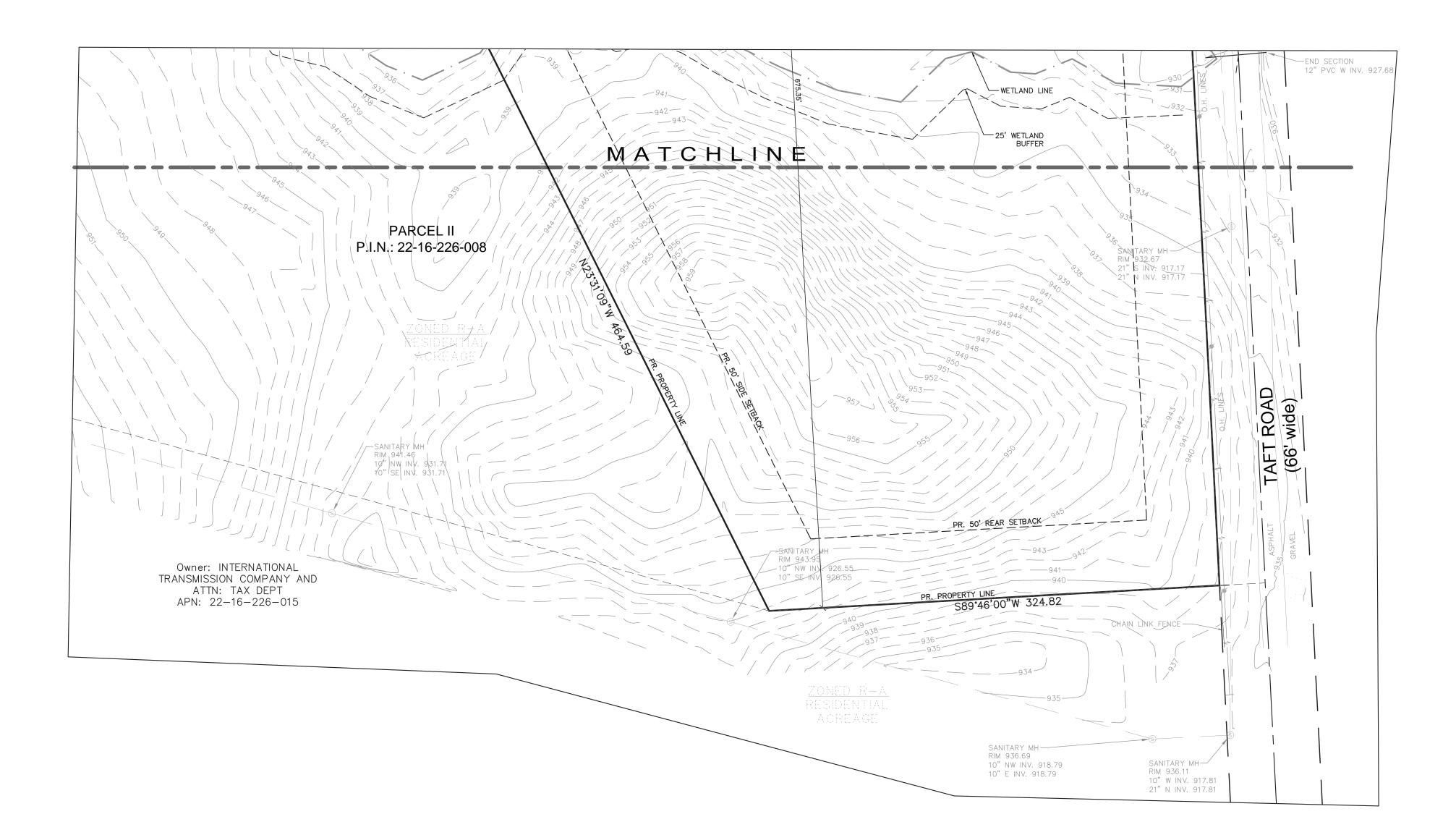
PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 16 BEING A DISTANT S00°05'00"W 78.78 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 16; THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 1243.10 FEET ALONG SAID EAST LINE OF SECTION 16; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST, 357.82 FEET; THENCE NORTH 23 DEGREES 31 MINUTES 09 SECONDS WEST, 464.59 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 897.68 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, 487.32 FEET ALONG SAID NORTH LINE; THENCE SOUTH 35 DEGREES 56 MINUTES 39 SECONDS EAST, 97.35 FEET TO THE POINT OF BEGINNING.

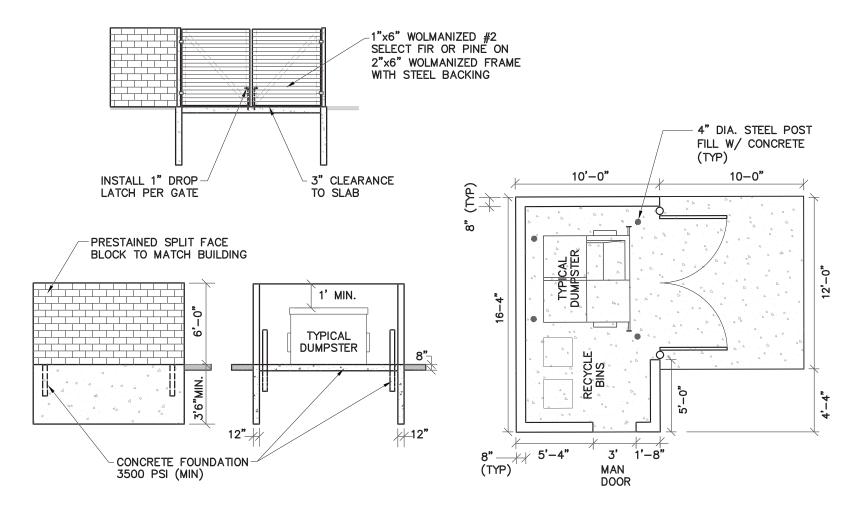
CONTAINING A GROSS AREA OF 677,960.73 SQUARE FEET OR 15.56 ACRES. CONTAINING A NET AREA OF 605,898.45 SQUARE FEET OR 13.91 ACRES.

# EXHIBIT B INITIAL PROPOSED SITE PLAN

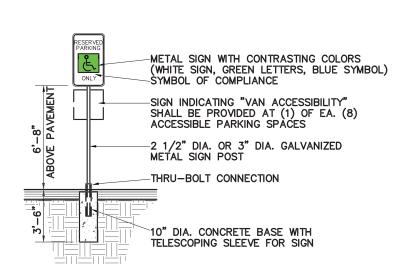




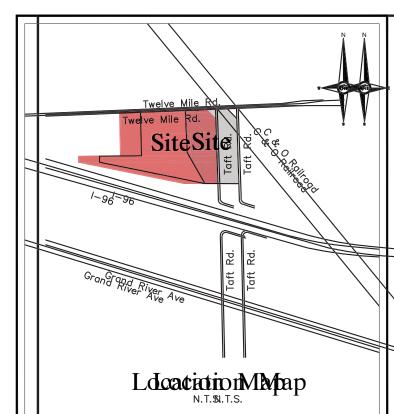




## DUMPSTER ENCLOSURE DETAIL

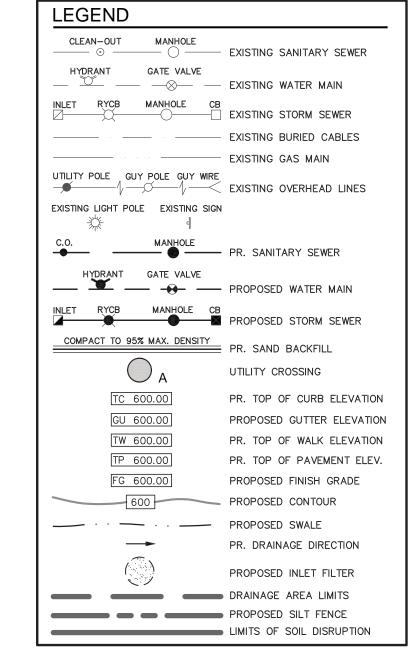


BARRIER FREE PARKING SIGN DETAIL N.T.S.
Provide (1) for each accessible parking space





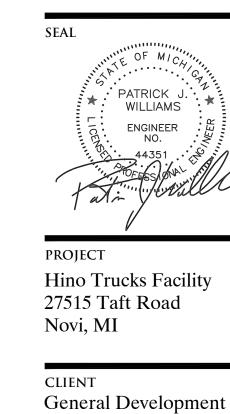
NOWAK & FRAUS ENGINEERS 46777 WOODWARD AVE. PONTIAC, MI 48342-5032 TEL. (248) 332-7931 FAX. (248) 332-8257



PROPOSED CONCRETE PAVEMENT

PROPOSED ASPHALT PAVEMENT

PAVING LEGEND



Two Town Square

Southfield, MI 48076

Suite 850

Contact: Bruce Brickman Ph: (248) 357-3777 Fax: (248) 357-1929 Cell: (248) 514-7111

PROJECT LOCATION Part of the Northeast  $\frac{1}{4}$ of Section 16 T. 1 North, R. 8 East City of Novi, Oakland County, Michigan

SHEET

Preliminary Site Plan



DATE ISSUED / REVISED

			-
			-
			-
	DRAWN BY:  A. Wiseman		
	DESIGNED BY: A. Wiseman		
	APPROVED BY: P. Williams		-
	DATE: January 27, 2017		-
	SCALE: $1'' = 50'$ 50 25 0 2	25 50	7
ON	NFE JOB NO. <b>J497-01</b>	SHEET NO.	

SOIL DATA:

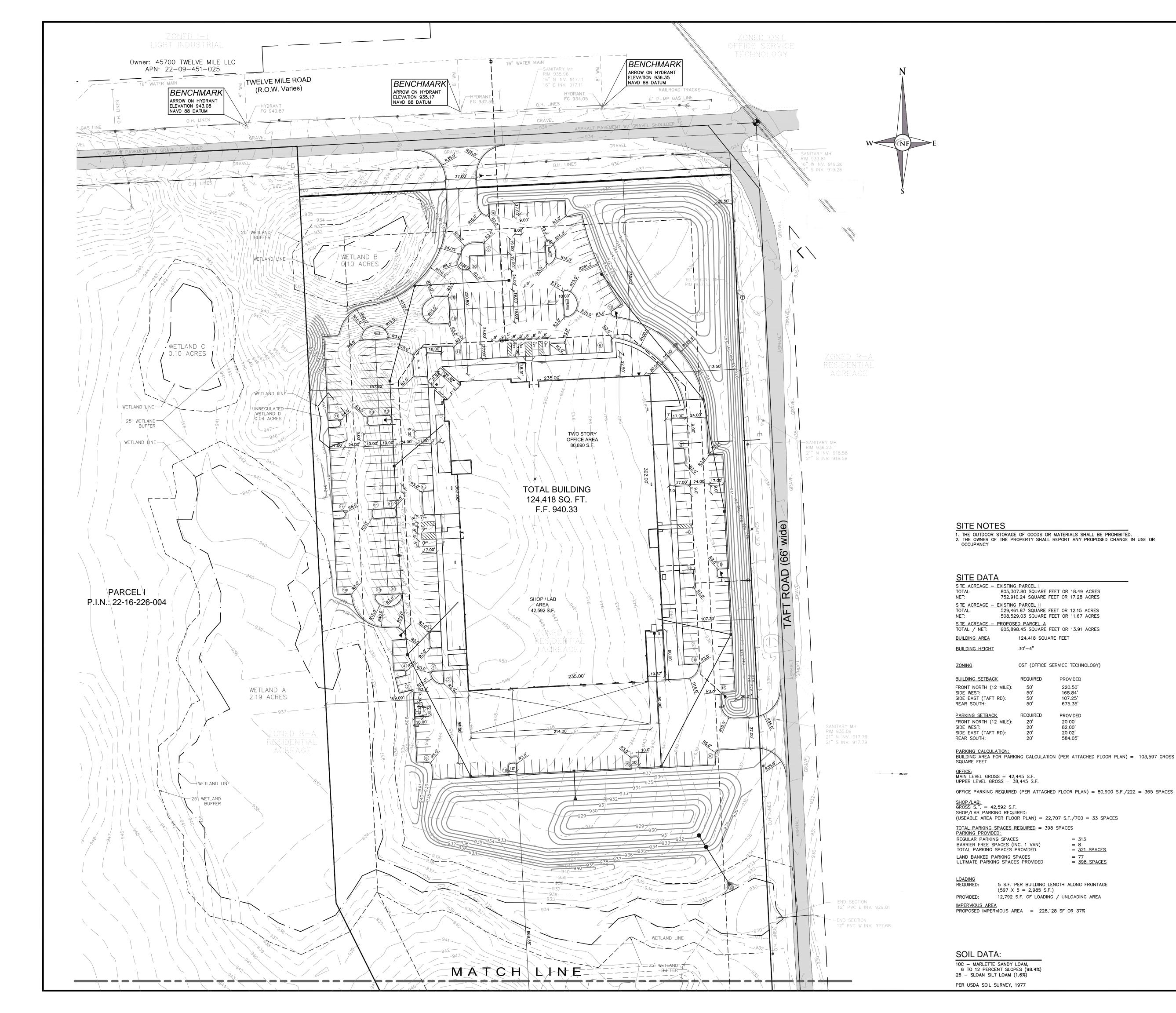
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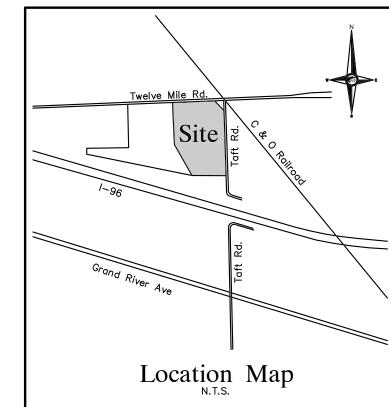
NOT FOR CONSTRUCTION

# EXHIBIT C CONCEPTUAL REALIGNMENT PLAN



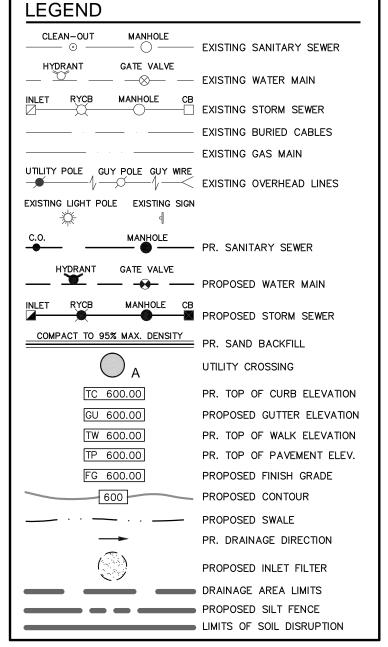
# EXHIBIT D REVISED PROPOSED SITE PLAN

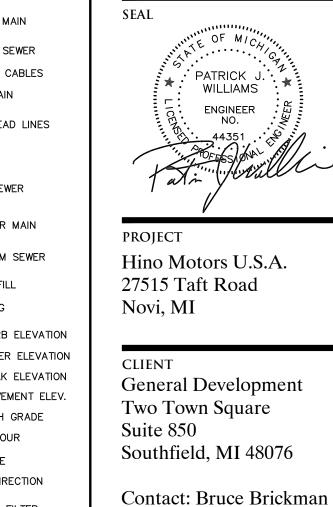


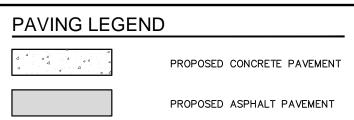




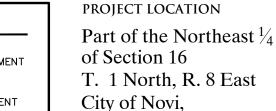
**NOWAK & FRAUS ENGINEERS** 46777 WOODWARD AVE. PONTIAC, MI 48342-5032 TEL. (248) 332-7931 FAX. (248) 332-8257







LEGAL DESCRIPTION - PR. PARCEL A PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 16 BEING A DISTANT SOO'05'00"W 78.78 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 16; THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 1243.10 FEET ALONG SAID EAST LINE OF SECTION 16; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST, 357.82 FEET; THENCE NORTH 23 DEGREES 31 MINUTES 09 SECONDS WEST, 464.59 FEET; THENCE NORTH OO DEGREES 02 MINUTES 08 SECONDS EAST, 897.68 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, 487.32 FEET ALONG SAID NORTH LINE; THENCE SOUTH 35 DEGREES 56 MINUTES 39 SECONDS EAST, 97.35 FEET TO THE POINT OF BEGINNING.



Ph: (248) 357-3777

Fax: (248) 357-1929

Cell: (248) 514-7111

Oakland County, Michigan

Preliminary Site Plan

Know what's below Call before you dig.

DATE: ISSUED / REVISED:

02/14/17 Preliminary Site Plan 03/20/17 Revised Prelim. S.P. DRAWN BY: A. Wiseman **DESIGNED BY:** A. Wiseman APPROVED BY: P. Williams DATE: February 14, 2017 SCALE: 1'' = 50'

NOT FOR |CONSTRUCTION| J497-01

SHEET NO. NFE JOB NO. **SP-5** 

CONTAINING A GROSS AREA OF 677,960.73 SQUARE FEET OR 15.56 CONTAINING A NET AREA OF 605,898.45 SQUARE FEET OR 13.91

PROVIDED

168.84

675.35

PROVIDED

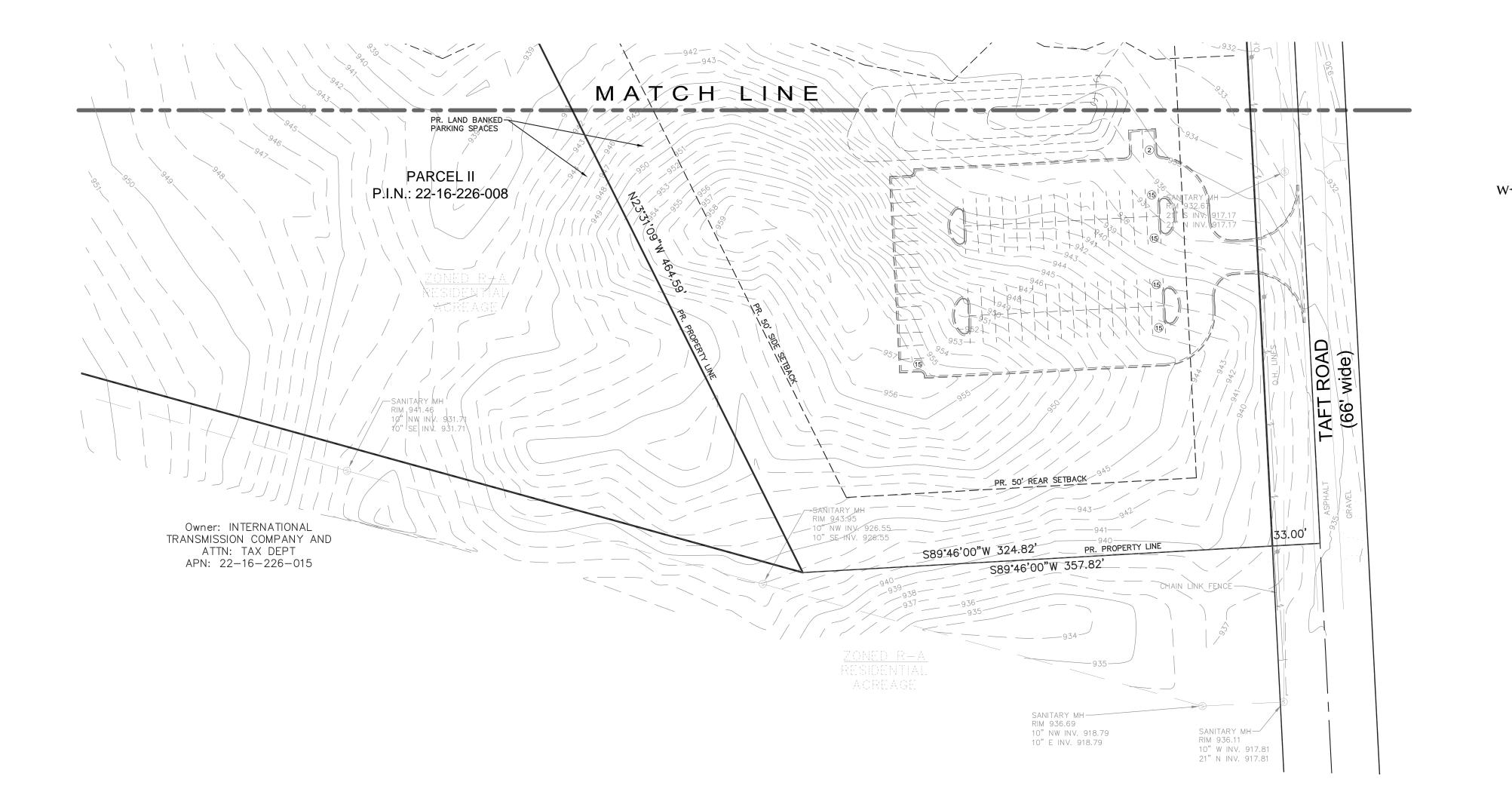
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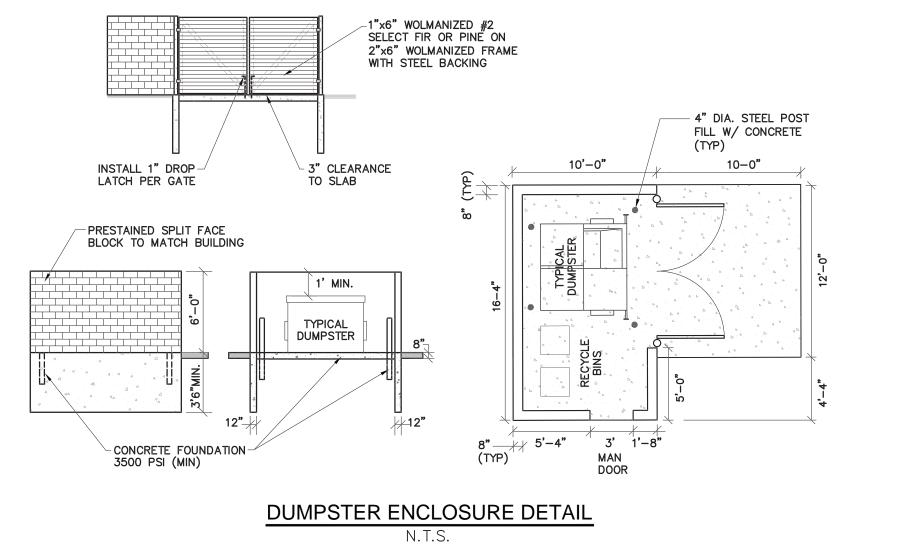
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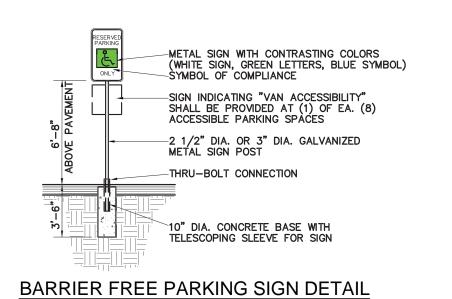
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= <u>321 SPACES</u>

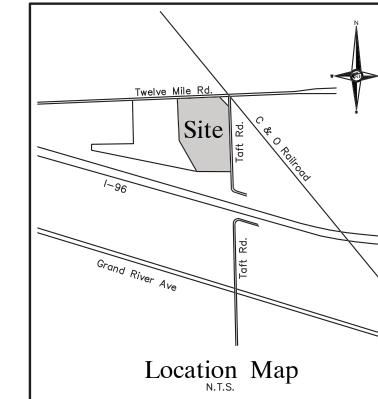
= 77 = <u>398 SPACES</u>

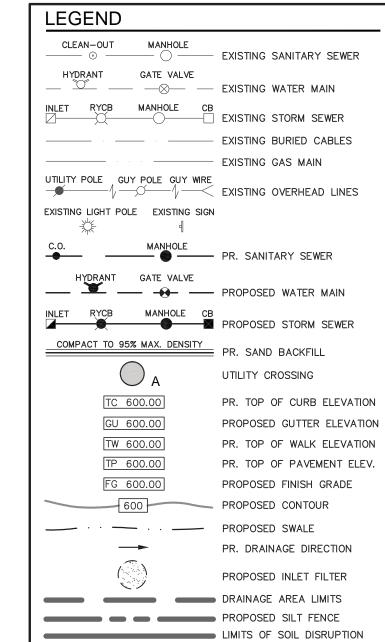






N.T.S. Provide (1) for each accessible parking space

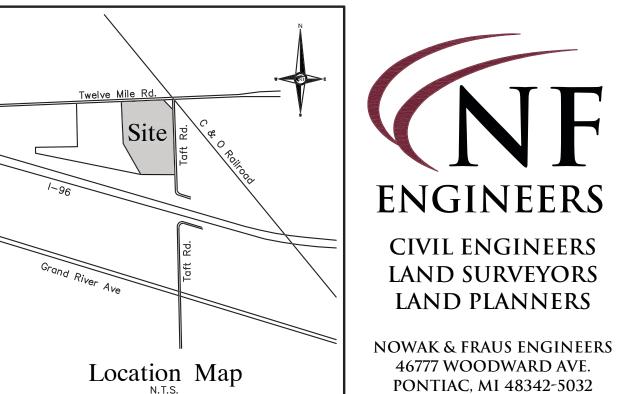


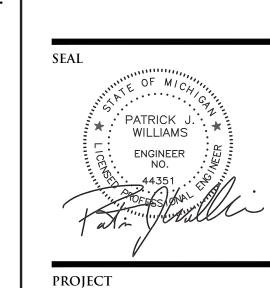


PROPOSED CONCRETE PAVEMENT

PROPOSED ASPHALT PAVEMENT

PAVING LEGEND





TEL. (248) 332-7931 FAX. (248) 332-8257

Hino Motors U.S.A. 27515 Taft Road Novi, MI

General Development Two Town Square Suite 850 Southfield, MI 48076

Contact: Bruce Brickman Ph: (248) 357-3777 Fax: (248) 357-1929 Cell: (248) 514-7111

PROJECT LOCATION Part of the Northeast  $\frac{1}{4}$ of Section 16 T. 1 North, R. 8 East City of Novi, Oakland County, Michigan

SHEET

Preliminary Site Plan



NFE JOB 1 <b>J497-</b>			SP-6
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