



## CITY of NOVI CITY COUNCIL

Agenda Item 2  
September 14, 2015

**SUBJECT:** Consideration of a request from West Park Investors, LLC, to create a special assessment district for the financing of street improvements related to the Crossroads Commerce Park development, and to set a public hearing on the special assessment roll.

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

**CITY MANAGER APPROVAL:** *[Signature]*

### BACKGROUND INFORMATION:

Engineering has received a request from West Park Investors, LLC, for the formation of a contract special assessment district for the purpose of financing the construction of public street and utility improvements that would serve two parcels of land located south of Grand River Avenue and west of Providence Park Hospital. The applicant has designed the improvements and the site plan for the road and utilities is currently in the final site plan review process with Community Development. The project would include the construction of a public street, sidewalk, and public utility extensions, along with associated grading, wetland fill, and wetland mitigation. The estimated construction cost is \$1,585,508.

The developer has indicated that there are future plans to develop the site adjacent to the proposed public road, but is seeking to construct the road at this time to be competitive for future tenants. In addition to serving the eventual development of these parcels, the proposed road would also have an emergency connection to the Providence Park Ring Road once constructed. The developer is in discussions with Providence Park Hospital to have a full access connection to the Providence Park Ring Road once the rest of the development is constructed.

The attached *Agreement for the Financing of Street Improvements and the Creation of Special Assessment on the Property* has been drafted by the City Attorney at the developer's request. Contract special assessment districts are permitted by section 30-25 of the ordinance (attached for reference), 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 can be levied, so as to provide for the payment of such improvement by means of a special assessment. The property owner would be charged 5% interest annually on the funds, which would be paid back in 15 annual installments.

The proposal has been reviewed by the City Attorney, Finance Director and the City Engineer. Staff has not identified any impediments to recommending approval of the request.

The last contract special assessment presented to City Council was SAD 170 for the construction of sanitary sewer in sections 31 and 32 to serve Maybury Park Estates, Tuscan Reserve and Ballantyne.

The City Attorney has suggested that, although not required by Ordinance, a public hearing be scheduled to receive comments from the general public on this request. The agreement is currently in draft form and would be presented for final approval at a future meeting should City Council approve the request to form a special assessment district as described herein.

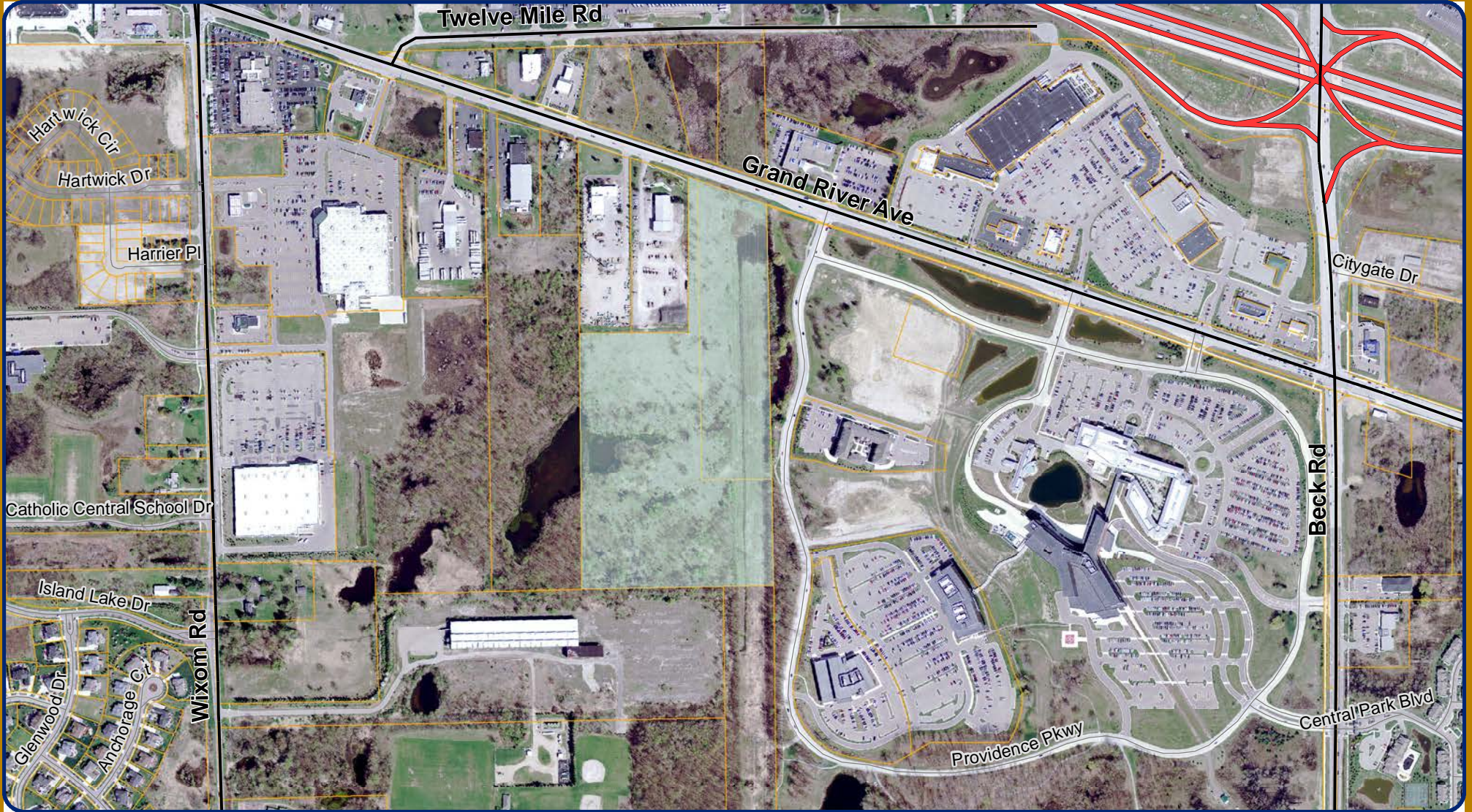
**RECOMMENDED ACTION:** Approval of a request from West Park Investors, LLC, to create a special assessment district for the financing of street improvements related to the West Park Office Building, and to set a public hearing on the special assessment roll for October 12, 2015 at 7 PM.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Markham</b>				

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

# Location Map

West Park Office

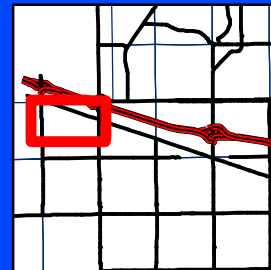


Map Author: Coburn  
Date: 9/4/15  
Project:  
Version #:

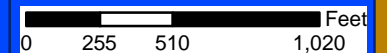
Amended By:  
Date:  
Department:

#### 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



TIME - 22-JUN-2015 15:16

PCN TEL - JMS@whitehall.com

GR TEL - JMS@whitehall.com

OE/E - JMS@whitehall.com

DESIGN FILE - P:\2015\20150524\20150524\20150524.dwg

USER NAME - mrdth

22-17-101-003

22-17-101-016

22-17-101-015

22-17-101-010

22-17-101-006

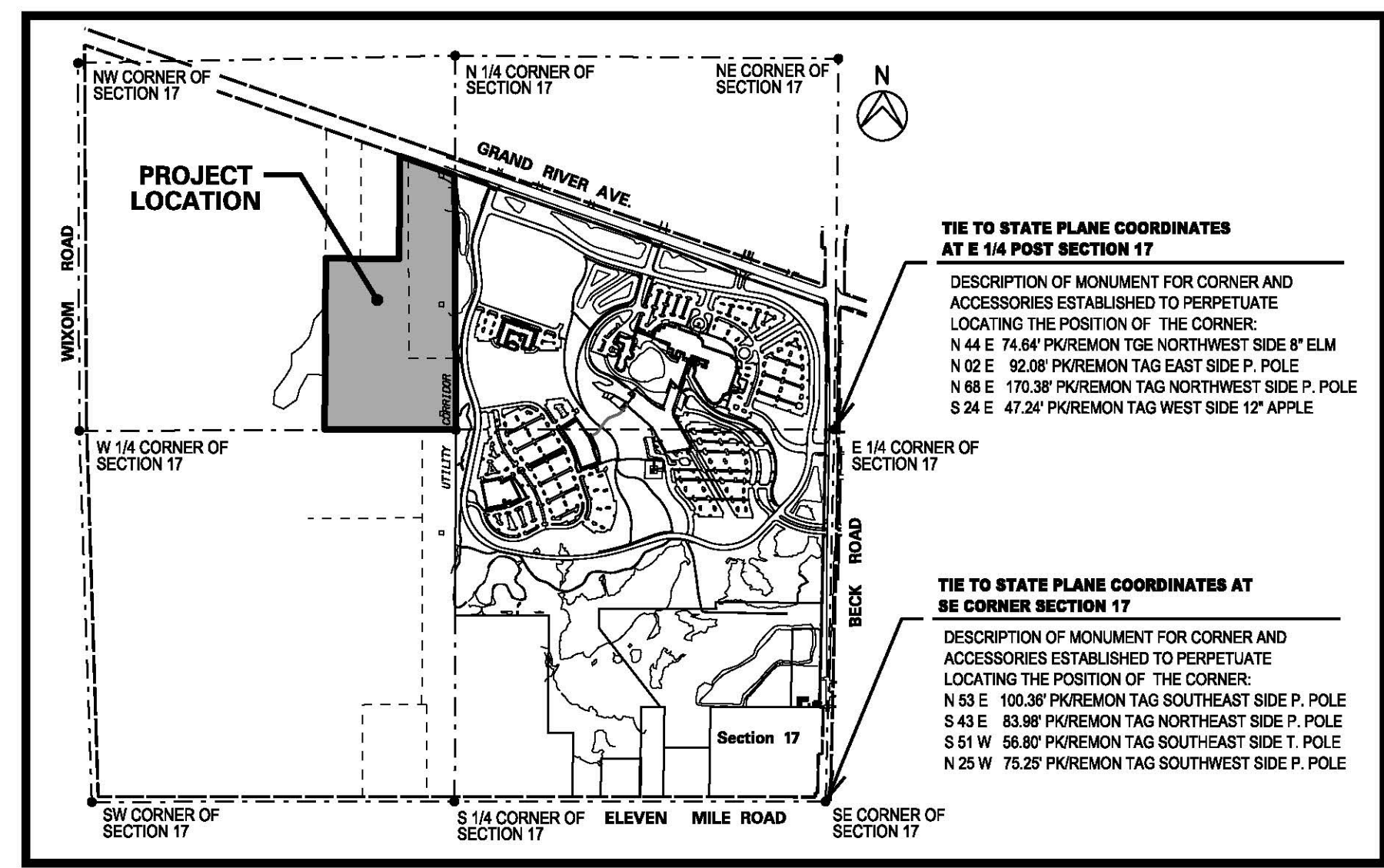
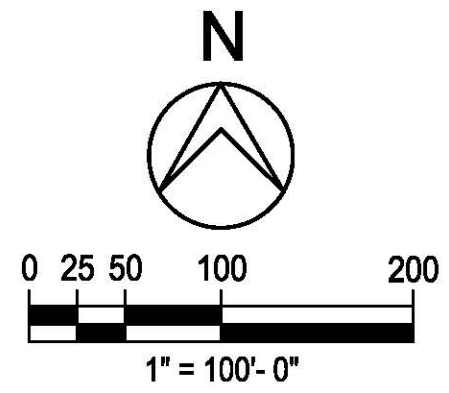
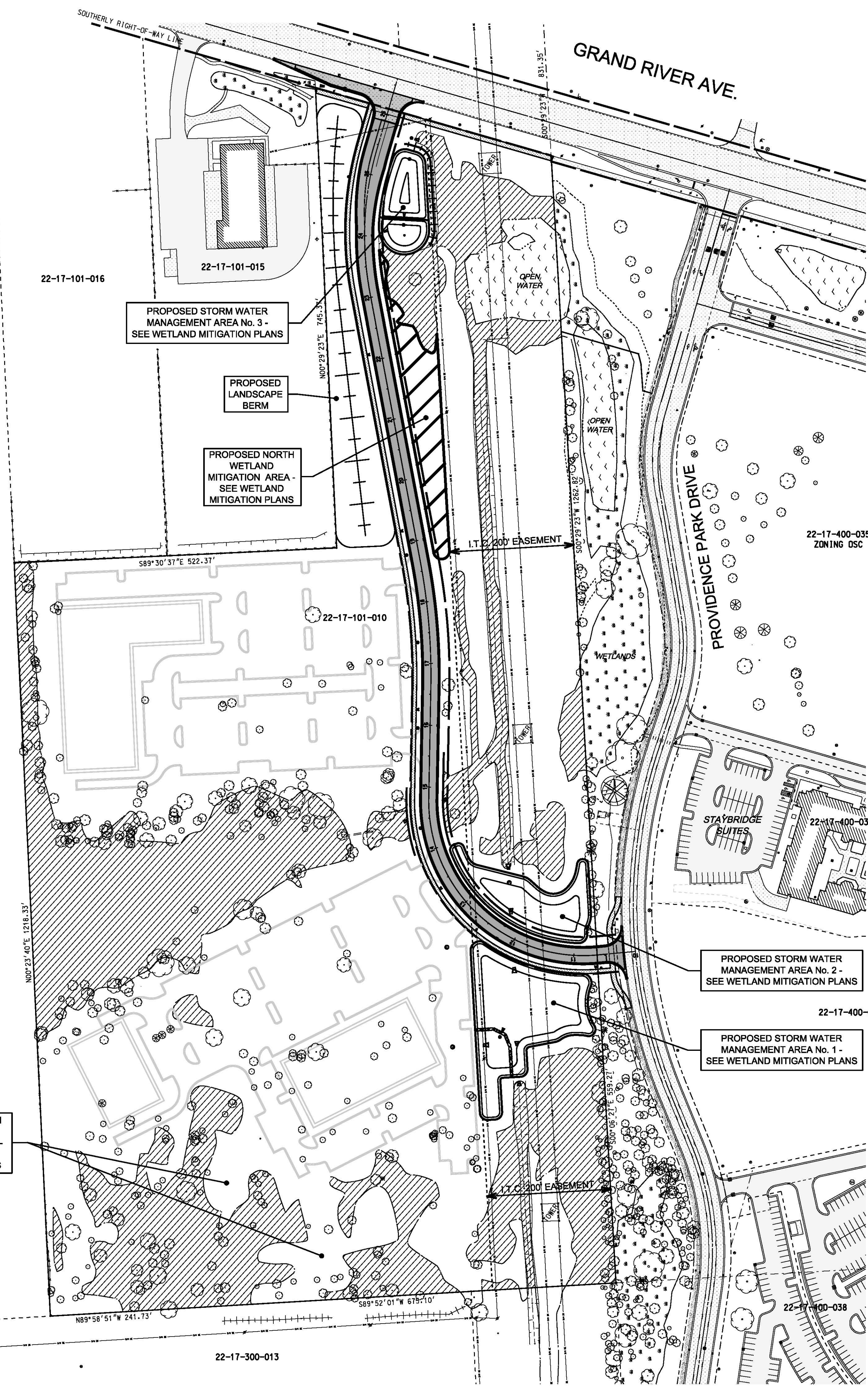
22-17-300-013

22-17-400-035 ZONING DSC

22-17-400-036

22-17-400-035

22-17-400-038



TIE'S TO STATE PLANE COORDINATES

BENCH MARKS

HRC B.M. NOVI B.M.	NORTHING EASTING	ELEV.	DESCRIPTION
HRC 354	N: 362165.8105 E: 13350002.19	966.32	MAGNAL WEST FACE OF POWER POLE WEST SIDE OF DITCH, 400'-1/4" SOUTH OF GRAND RIVER AND ALONG THE WEST SIDE OF ITC CORRIDOR
HRC 380	N: 358125.0140 E: 13350413.72	966.84	MAGNAL WEST SIDE OF 20 POPLAR EAST SIDE OF PROVIDENCE PARKWAY 205'-1/4" SOUTH OF SOUTH END OF STAYBRIDGE HOTEL
NOVI ID 150 B.M. 1714	N: 362759.1439 E: 13349561.14	966.8837	BENCH TIE SET IN SOUTH FACE OF POWER POLE LOCATED 10 FEET WEST OF DRIVE #885 AND 20 FEET SOUTH OF BACK OF CURB OF GRAND RIVER
NOVI ID 151 B.M. 1721	N: 362585.6725 E: 13350524.18	966.091	"X" ON NORTH RIM OF GATEWELL LOCATED 15 FEET NORTH OF BACK OF CURB OF GRAND RIVER AND 25 FEET EAST OF DRIVE #18150 GRAND RIVER

LEGAL DESCRIPTION (FROM WARRANTY DEED L.38797 P.682)

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 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.

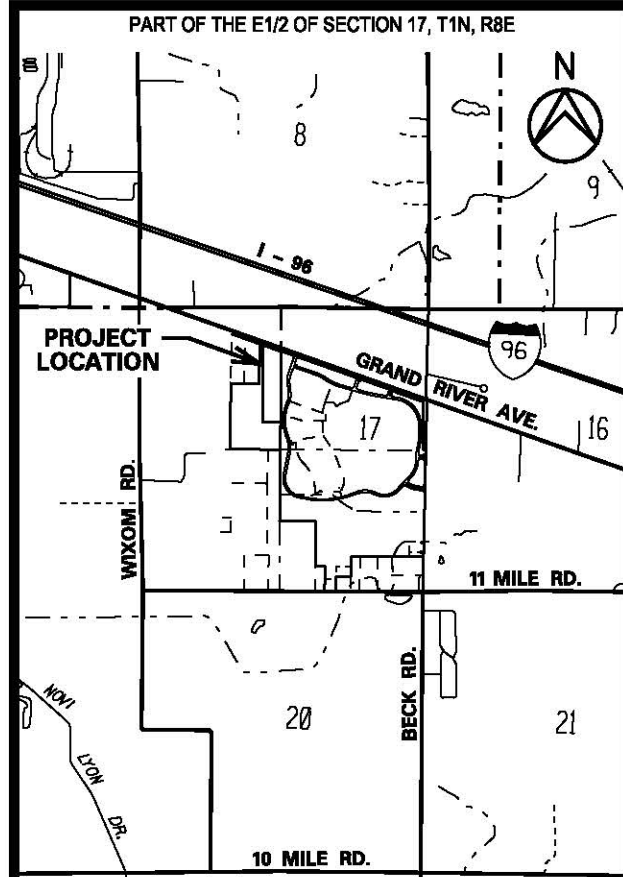
Tax parcels 22-17-101-010 and 22-17-101-012

WHITEHALL REAL ESTATE INTERESTS

HRC 100 YEARS CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303-0824 PHONE: (248) 454-8300 FAX (1st Floor): (248) 454-8312 FAX (2nd Floor): (248) 338-2592 WEB SITE: http://www.hrc-engr.com

DATE	ISSUED / ADDITIONS / REVISIONS
06.19.2015	PRELIMINARY SITE PLAN APPROVAL
DESIGNED	M.G.S.
DRAWN	T.E.W. / R.C.H.
CHECKED	G.J.T.
APPROVED	



WEST PARK OFFICE BUILDINGS 31 Acre Site NEW ROADWAY

CITY OF NOVI PART OF THE NW 1/4 OF SECTION 17, T1N, R8E OAKLAND COUNTY MICHIGAN

PROPOSED OVERALL SITE PLAN

HRC JOB NO. 20150245	SCALE 1" = 100'
DATE JUNE 2015	SHEET NO. C 01

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

NOTICE: ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

CALL 811.COM (TOLL FREE) CALL MISS DIG 72 HOURS (3 WORKING DAYS) BEFORE YOU DIG 1-800-482-7171 or 811



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

August 14, 2015

Brian Coburn, Engineering Manager  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: West Park Office Building- *Agreement for the Financing of Street Improvements and the Creation of Special Assessment on Property***

Dear Mr. Coburn:

We have prepared the enclosed Agreement for the Financing of Street Improvements and the Creation of Special Assessment on Property, at the property owner's request, for the purpose of providing financing for the proposed public street and water main serving future medical office uses that are contemplated for the property. The road will also provide an additional point of connection to the Providence Park Hospital Campus. We have prepared the Agreement in accordance with 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. The Agreement provides for the property owner's agreement that the construction of the road and the water main will provide a public benefit to the property and its consent to establish a Special Assessment District and a lien on the property. The property owner will be charged 5% interest annually on the funds which will be paid in 15 annual installments.

Although Section 30-25 does not require that a public hearing be held since the SAD is being approved at the request of the only property owner that will be assessed, it is our understanding that a public hearing will be scheduled to receive comments from the general public as to the request.

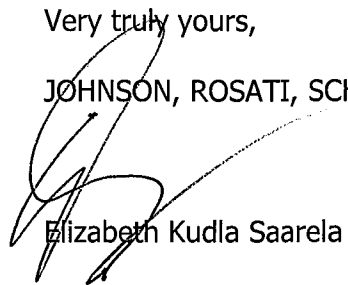
Subject to approval of the Agreement by City Council and the execution by the property owner, we see no legal impediment to proposed SAD.

Brian Coburn, Engineering Manager  
September 4, 2015  
Page 2

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Elizabeth Kudla Saarela

EKS

C: Maryanne Cornelius, Clerk (w/Enclosure)  
Pete Auger, City Manager (w/Enclosure)  
Victor Cardenas, Assistant City Manager (w/Enclosure)  
Carl Johnson, Finance Director (w/Enclosure)  
Rob Hayes, DPS Director (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**DRAFT**

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

**AGREEMENT FOR THE FINANCING OF STREET IMPROVEMENTS  
AND THE CREATION OF SPECIAL ASSESSMENT ON PROPERTY  
[WEST PARK OFFICE BUILDING]**

**THIS AGREEMENT**, effective this \_\_\_ day of April, 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 medical office use.

The Property Owner has submitted a plan for roads and utilities proposed to serve the future medical office buildings on the Property ("Road and Utility Plan"). The road is proposed for public use and maintenance and will be connected to and serve as an additional point of ingress and egress from the Providence Hospital and Medical Centers site.

The Property Owner has determined to complete the road and utilities ("Improvements") prior to initiating the development for the medical office use.

The Improvements are estimated to cost \$1,585,507.50. The 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 an additional point of access to the Providence Hospital and Medical Centers property. 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 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, 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 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\_\_\_\_\_.

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 is 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, 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.
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.
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.
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 \$\_\_\_\_\_ 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%. The Property Owner may remit to the City all amounts due and owing pursuant to the attached Debt Schedule, including all interest, to be accrued or paid to the City at any time.

13. 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.
15. 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.

16. 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.
16. 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

DRAFT

**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

SPECIAL ASSESSMENT ROLL

See attached

DRAFT

# WEST PARK INVESTORS, LLC

39525 13 Mile Rd., Suite 250  
Novi, MI 48377  
(248) 324-0400 (248)324-0401 Fax

August 17, 2015

VIA E-mail & Regular Mail  
bcoburn@cityofnovi.org

Mr. Brian Coburn  
City of Novi  
Department of Public Service  
26300 Lee Begole Dr.  
Novi, MI 48375

Re: West Park  
31.5 Acre Parcel  
Novi, MI

Dear Brian:

This letter shall serve as a formal request by the undersigned to apply for a Contract SAD with the City of Novi to construct a **Public Roadway** in connection with the above captioned property.

## **Background**

The subject property is located on the South side of Grand River, West of Beck Road and comprises approximately 31.5 acres. Regulated wetlands, utility easements and natural land features reduce the developable land area to approximately fifteen (15) acres.

The project received Preliminary Site Plan Approval on July 27, 2015 and submitted for Final Site Plan Approval which is scheduled for August 21, 2015. Separately, the petitioner has applied for a Project and Street Name that will be considered in late August.

## **Intent of Contract SAD**

The intent of the requested Contract SAD is to construct a **Public Roadway** to serve the developable parcels on the site including associated mass grading, storm water management, site utilities, Grand River Drive access approach, berms, landscaping and emergency access connection to Providence Parkway. In order to compete for large-scale projects in Southeast Michigan, it is necessary to have all infrastructure improvements in place with the ability to deliver building product expeditiously, subject to the customary site plan approval process.

## **Costs to be Included in Contract SAD**

Attached is an itemized Cost Estimate prepared by Hubbell Roth and Clark dated August 7, 2015 setting forth the costs to be included in the Contract SAD totaling \$ 1,585,507.50.

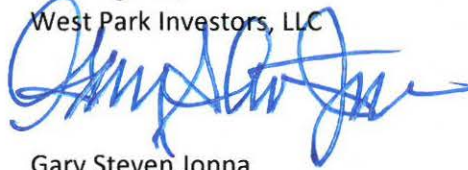
Page 2 of 2  
West Park  
31.5 Acre Parcel  
8/17/2015

**Schedule**

Attached is a Project Schedule prepared by Hubbell Roth and Clark setting forth the timeline for the Contract SAD Improvements.

Brian, we appreciate the opportunity to submit the Contract SAD for consideration by the City of Novi and would be pleased to answer any questions you may have.

Best regards,  
West Park Investors, LLC



Gary Steven Jonna  
Manager

Attachments

cc: City Attorney - Thomas R Schultz - Johnson Rosati Schultz & Joppich, PC  
tschultz@jrslaw.com





**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  
 PHONE: 248.454.6300  
 FAX: 248.454.6312  
 WEBSITE: www.hrc-engr.com  
 EMAIL: info@hrc-engr.com

**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



**West Park Office Building  
Schedule of Construction  
City of Novi, Oakland County**

**PRINCIPALS**

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 Nancy M. D. Faught  
 Daniel W. Mitchell  
 Jesse B. VanDeCreek  
 Roland N. Alix  
 Michael C. MacDonald  
 James F. Burton

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 Dennis J. Benoit  
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Submission for Final Site Plan Approval.....	Friday, August 21, 2015
City Review Completed of Final Site Plan.....	By September 11, 2015
Corrections of Any Final Site Plan Comments Returned to City.....	By September 18, 2015
Submit M.D.E.Q. Sanitary Sewer and Water Main Permits .....	By September 18, 2015
Submit Final Stamping Set with Remaining Corrections.....	By September 30, 2015
Issue Project for Bids by Developer.....	By October 2, 2015
Receive Bids by Developer.....	By October 14, 2015
Receive M.D.E.Q. Water Main and Sanitary Sewer Permits .....	By October 23, 2015
Request Pre-Construction Meeting .....	By October 28, 2015
Pre-Construction Meeting at City .....	November 4, 2015
Contractor Commences Work.....	By November 16, 2015
Construction of Wetland Mitigation, Wetland Filling and Storm Water Basins, Necessary Storm Sewers to Maintain Draining .....	Before December 14, 2015
Winter Shutdown .....	December 15, 2015 to April 11, 2016
Commence Work on Remainder of Project.....	April 11, 2016
Substantial Completion of Project.....	August 1, 2016
Final Cleanup and Acceptance .....	September 1, 2016