



LONG-RANGE STRATEGIC PLANNING COMMITTEE AGENDA

CITY OF NOVI

July 28, 2025 | 5:30 PM

Mayor's Conference Room
Novi Civic Center | 45175 Ten Mile Road
(248) 347-0460

CALL TO ORDER

ROLL CALL - Mayor Pro Tem Casey, Council Members Gurumurthy, Staudt

APPROVAL OF AGENDA

MINUTES

[July](#) 16, 2025 Minutes

PURPOSE OF THE MEETING

[Long-Range](#) Strategic Plan Consultant Professional Services Contract

PUBLIC COMMENT

ADJOURNMENT

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk (248) 347-0456 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



CITY OF NOVI
Long-Range Strategic Planning Committee Meeting
July 16, 2025, 6:00 p.m.
Mayor's Conference Room | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0445

CALL TO ORDER: 6:01 p.m.

ROLL CALL: Mayor Pro Tem Casey, Council Members Gurumurthy, Staudt

STAFF LIAISON: Danielle Mahoney, Assistant City Manager

ALSO PRESENT: Kit Kieser, Older Adult Services Manager
Jeanette Handy, Creative Services Coordinator
Katherine Oppermann, Recording Secretary

APPROVAL OF AGENDA

Motion: Gurumurthy; Seconded: Staudt; Approved: 3:0

APPROVAL OF MINUTES – May 27, 2025 Minutes

Motion: Staudt; Seconded: Gurumurthy; Approved: 3:0

PURPOSE OF THE MEETING

1. Review of BerryDunn Documents

Assistant City Manager Mahoney shared that there are a few deliverables for the Committee to finalize and approve. This meeting is not the first time the Committee members have seen some of these documents, some have had multiple iterations, but this session is to align and approve the documents.

a. Project Schedule/Timeline

The Committee determined this item to still need revision. Mayor Pro Tem Casey and Ms. Mahoney both noted that there continues to be a disconnect with BerryDunn regarding the City expectations but that several issues still persist. It was also requested that, going forward, a clearer status categorization be present such as a red, yellow, and green color coding to indicate items that are outstanding, in-progress, and completed. It was also pointed out that the timeline did not include a specific callout for the formation of an advisory committee.

b. External Stakeholders List

The Committee found the stakeholders list to be generally complete and noted some finer points regarding those on the list who should be in a one-on-one interview, a group interview, or larger public forum. It was noted that there was some concern about potential politicization of interview responses given the current planned rollout occurring near the November election. It

was suggested that we might consider postponing interviews until after the election on this basis.

c. Community Engagement Interview Packets

The Committee was concerned about the various versions of the packets that were provided. Additionally, they noted that the questions were a bit broad and focused more on the now than the future. Councilmember Gurumurthy thought it would be likely that we'll get primarily descriptive answers that would be difficult to parse. The questions should be more pointed so that the data will be clear when they receive responses. Mayor Pro Tem Casey agreed and also thinks that the questions should be geared towards the six categories that they've already identified. We need to give people a starting direction. It was also noted that the questions lacked a tech component.

d. Community Survey

Mayor Pro Tem Casey noted that this item felt a bit more aligned to their trend categories. The Committee noted some overall need for re-wording and editing on the document, ideally with even more alignment to the trends. Councilmember Gurumurthy pointed out that it also only had one question focused on Novi in 25 years, she doesn't know how we'll get the vision with only one question on that topic.

e. Social Pinpoint Website

This item was noted as being very close to completion, but that the website format is very limited with regards to edits that can be made. Some minor adjustments were suggested for wording and formatting of the page. Mayor Pro Tem thanked Ms. Handy for her work on the site, expressing that she knows it can be a more difficult process when you don't own the document internally.

2. Advisory Committee Membership Roles/Makeup

Mayor Pro Tem noted that BerryDunn has still not provided an example of a charter for an advisory committee, despite it being past the date it was promised. The conversation then turned to overall concerns the Committee and staff had with BerryDunn as a professional services consultant for the Long-Range Strategic Plan. It is felt that there is consistent issues with alignment, that BerryDunn is not listening to specific City needs but continuously gives "cookie-cutter" work. There is also an issue of ownership when it comes to meeting deadlines and getting content right.

The Committee determined that they would be interested in exploring contract exit steps and gave direction for Ms. Mahoney to work with the City Attorney to determine what, if any, exit costs there would be and to look into considering our options for a new consultant. Specific desires for a person or firm with strong facilitation and visioning skills was noted. It would also be ideal if it was a more local group, with government experience and who understands the Michigan region.

While not ready to make a motion or recommendation regarding exit/contract termination at this meeting the Committee requested to meet again ahead of the Monday, July 28th City Council meeting to make their final determination.

Next steps to be:

1. Confirm exit process with City Attorney
2. Determine how to bring in a new consultant

AUDIENCE COMMENTS: None

ADJOURNMENT: 7:36 p.m.

Motion: Gurumurthy; Seconded: Staudt; Approved: 3:0

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and **Berry, Dunn, McNeil & Parker, LLC**, whose address is 2211 Congress Street, Portland, ME 04102-1955, (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Schedule A (the "work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence immediately upon execution by both parties, and performance of the work shall be completed according to the timing set forth as part of Schedule A. The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for, and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

- C. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.
- D. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional services or work.
- E. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail to Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to provide Client with all the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.
- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: **Independent Contractor Relationship.**

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
- B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.
- C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Consultant shall perform all the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: **Liability and Insurance.**

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such

term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A. Consultant's professional liability insurance shall cover a claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Consultant during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Consultant under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the Client, other consultants and/or other public sources.

Article IX: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

D. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.

F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
Consultant: Seth Hedstrom

G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.

H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the 52-1 District Court in the City of Novi, or the Sixth Circuit Court in Pontiac, Oakland County, Michigan or in the U.S. District Court for the Eastern District of Michigan-Southern Division as dictated by applicable court rule.

J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

K. Anti-Discrimination. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS/DATES OF SIGNATURE:

Alyssa M. Cisin

Date:

[Signature]

Date:

City of Novi ("Client"):

By: [Signature]
Justin Fischer, It's Mayor

By: Cortney Hanson
Cortney Hanson, Its Clerk

WITNESS/DATES OF SIGNATURE

4/10/2025

Date:

4/10/2025

Date:

**Berry, Dunn, McNeill & Parker, LLC
("Consultant"):**

By: [Signature]
Seth Hedstrom, Principal

By: [Signature]
Jonathan Grace, Principal

SCHEDULE A