



CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting

October 09, 2023 | 7:00 PM

Council Chambers | Novi Civic Center | 45175 Ten Mile Road
(248) 347-0460

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL – Mayor Gatt, Mayor Pro Tem Staudt, Council Members Casey, Crawford, Fischer, Smith, Thomas

APPROVAL OF AGENDA

PUBLIC HEARINGS

PRESENTATIONS

Recognition of the Novi Highschool Baseball team, 2023 Division 1 State Champions

REPORTS

1. Manager/Staff
2. Attorney

AUDIENCE COMMENT – In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit. This is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council. Speakers wishing to display visual materials through the City's audiovisual system must provide the materials to the City Clerk's Office no later than 12:00 P.M. the day of the meeting. The materials cannot be changed before the meeting.

CONSENT AGENDA REMOVALS AND APPROVALS – All items listed under Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the normal Agenda.

MATTERS FOR COUNCIL ACTION

1. Consideration to Adopt the Michigan Employees' Retirement System ("MERS") Uniform Transfer Resolution for Employees to allow employees who transfer or are rehired to positions within the City to remain in current/previous retirement plan.
2. Amend the budget to incorporate the costs associated with the resolution allowing current employees who were previously transferred or promoted to administrative positions within the City, to be transferred back to his/her previous retirement plan.

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION – Consent Agenda items which have been removed for discussion and/or action.

AUDIENCE COMMENT – In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit. This is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council. Speakers wishing to display visual materials through the City's audiovisual system must provide the materials to the City Clerk's Office no later than 12:00 P.M. the day of the meeting. The materials cannot be changed before the meeting.

COMMITTEE REPORTS

1. Public Safety Building Needs Committee
- [2.](#) Older Adult Needs Committee

MAYOR AND COUNCIL ISSUES

COMMUNICATIONS

CONSENT AGENDA – Background information for Consent Agenda items is available for review at the City Clerk's Office.

- [A.](#) Approve Minutes of:
September 25, 2023 - Regular Meeting
- [B.](#) Approval of recommendations from the Youth Council Review Committee for appointments to Youth Council and Youth Boards & Commissions Student Representatives.
- [C.](#) Approval of the 2023-2024 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi; and adoption of resolution authorizing Novi to provide winter maintenance of selected county roads.
- [D.](#) Approval to award a contract to Accurate Parking Lot Services Inc., the sole bidder, for municipal parking lot maintenance services, in an estimated annual amount of \$60,000. The contract term is for one year with three one-year renewal options.
- [E.](#) Approval of License Agreement with Charge EV, LLC. To install an EV charging pedestal at the Nov Library. Final form and agreement to be decided by the City Attorney and City Manager
- [F.](#) Approval of a License Agreement with the Board of County Election Commissioners for Oakland County for the use of the Novi Civic Center for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.
- [G.](#) Enter Executive Session immediately following the regular meeting of October 9, 2023, in the Council Annex to discuss property acquisition.

[H.](#) Approval of claims and warrants – Warrant 1141

ADJOURNMENT

SCHEDULED MEETINGS – All Regular Council meetings are held in the Council Chambers unless otherwise noted. For a complete listing of scheduled meetings, please visit the Event Calendar at cityofnovi.org.

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 CITY COUNCIL
OCTOBER 9, 2023

SUBJECT: Consideration to Adopt the Michigan Employees' Retirement System ("MERS") Uniform Transfer Resolution for Employees to allow employees who transfer or are rehired to positions within the City to remain in current/previous retirement plan.

SUBMITTING DEPARTMENT: City Manager's

BACKGROUND INFORMATION:

In 2006, the City Council passed a resolution ending the define benefit (DB) pension program for City Employees hired after that date. In doing so, the Council, at that time, chose not to pass a subsequent resolution allowing current employees to maintain their DB if promoted/transferred out of their respective position or division. Instead, employees promoted to an administrative role, had their DB pension frozen and entered into the Defined Contribution (DC) plan (or Hybrid if a new police officer) that all new employees receive upon joining the City. Per the MERS Standard Transfer Rules, if an employee transfers from one division to another, that employee **must participate in the open, active retirement plan of the new division**. The Standard Transfer Rules apply to all divisions within the City as elected when the City joined in 2006. The City, through MERS, has ten (10) plans:

- Administrative (non-union)
- Police Officer
- Police Command Officers (Open to new hires)
- Hybrid – Police Officers hired after 4/1/2012 (Open to new hires)
- Fire (full-time)
- MAPE (Employees in Public Works, Community Development, Assessing and Clerks Departments)
- Dispatchers
- Library
- Appointed Officials
- Hybrid – POLC

Members of the City Council have now expressed an interest in changing this policy and allowing employees to take the benefits they received when hired, with them when promoted. Currently, there are 119 employees who are in a DB program.

Administration has received comments from a couple individuals within this group of employees that some current employees wish to refrain from exploring promotion into leadership roles due to the policy enacted back in 2006. Moving to an administrative role typically provides for a significant salary increase to offset any perceived loss from the pension change; however, the promotion freezes the employees DB (if they have one) and moves the employee into the City's DC plan. If Council decides to proceed with reversing the prior decision, the staff in question believe it would assist in succession planning and assist in upward mobility within the Administrative (Non-union) ranks.

The change in policy, if adopted, does come with a significant price tag. The current cost to move the only eligible nine (9) active employees - four (4) police, one (1) fire, and four (4) MAPE back to their respective plans is an immediate cost of \$250,000 **annually** along with an increase in the unfunded liability. If adopted, the next actuarial valuation will reflect the increase in the unfunded liability related to these individuals as well as reflect the decrease in the overall funding level which is 68% at June 30, 2023. The Finance departments expects the additional annual cost to increase from the \$250,000 noted above to approximately \$300,000 for the future years if the nine members do return to the DB plan. The cost increase noted above is not budgeted and would require an amendment to increase the annual pension cost and use the General Fund fund balance to cover the cost for fiscal year 2023/2024.

RECOMMENDED ACTION: Adopt the Michigan Employees' Retirement System ("MERS") Uniform Transfer Resolution for Employees to allow employees who transfer or are rehired to positions within the City to remain in current/previous retirement plan.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION ESTABLISHING UNIFORM TRANSFER PROVISION

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 9, 2023, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers_____

ABSENT: Councilmembers_____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS ; the City of Novi is a participating municipality or court in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS ; under Section 20 of the MERS Plan Document, all transferred employees (and rehired employees) are covered under the open employee plan associated with the defined employee group unless the participating municipality or court elects plan continuation for transfers and rehires; and

WHEREAS ; pursuant to Section 20 of the MERS Plan Document, the participating municipality or court may adopt for all its MERS divisions (present and future) a plan continuation transfer and rehire policy which allows all transferred and rehired employees to be placed in the division, whether open or closed, covered by the plan from which the employee transferred from, or the rehired employee previously was enrolled, so long as the plan type is the same, and such plan type exists. If none, then the covered employee will be placed into the open division;

NOW THEREFORE, IT IS THEREFORE RESOLVED that effective October 9, 2023, City Council adopts this Resolution for all present and future employee divisions requiring that all transferred and rehired employees shall be enrolled in the applicable division, whether closed or open, covered by the plan from which the employee transferred from, or the rehired employee previously was enrolled, so long as the plan type is the same, and such plan type exists.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, 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 9th day of October, 2023, 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.

Cortney Hanson, City Clerk
City of Novi

Employer Resolution Establishing Uniform Transfer Provision



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

WHEREAS, the City of Novi, Michigan is a participating municipality or court in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, under Section 20 of the MERS Plan Document, all transferred employees (and rehired employees) are covered under the open employee plan associated with the defined employee group unless the participating municipality or court elects plan continuation for transfers and rehires;

WHEREAS, pursuant to Section 20 of the MERS Plan Document, the participating municipality or court may adopt for all its MERS divisions (present and future) a plan continuation transfer and rehire policy which allows all transferred and rehired employees to be placed in the division, whether open or closed, covered by the plan from which the employee transferred from, or the rehired employee previously was enrolled, so long as the plan type is the same, and such plan type exists. If none, then the covered employee will be placed into the open division;

NOW THEREFORE BE IT RESOLVED, that effective October 9, 2023, the Governing Body adopts this Resolution (or for a participating court, the Chief Judge by Administrative Order) for all present and future employee divisions requiring that all transferred and rehired employees (select only one):

- ☐ shall be enrolled in the open plan in the division into which they are transferred as set forth in the Standard Transfer Chart (see [Standard Participant Transfer Rules](#)).
- ☒ shall be enrolled in the applicable division, whether closed or open, covered by the plan from which the employee transferred from, or the rehired employee previously was enrolled, so long as the plan type is the same, and such plan type exists. If none, the open division as set forth in the Continuation Chart (see [Plan Continuation Rules](#)).

MERS' transfer and rehire procedures are an administrative process subject to the MERS' Plan Document. Changes to the Plan Document may impact MERS' ability to administer this election in the future.

SEE PAGE 2 FOR CHART OF TRANSFER GUIDELINES

CERTIFICATION FOR PARTICIPATING MUNICIPALITY OR COURT

I hereby certify that this Resolution was adopted by (check one):

☒ The Governing Body of the City of Novi, Michigan at its meeting held on 10/9/2023.
(Name of Municipality) (dd/mm/yyyy)

☐ Administrative Order No. _____ adopted by the Chief Judge of the _____, on _____.
(Order Number) (Name of Court) (dd/mm/yyyy)

Signature of Authorized Official: _____, Date: _____
(dd/mm/yyyy)

Printed name: Robert J. Gatt Title: Mayor, City of Novi, MI



CITY OF NOVI CITY COUNCIL
OCTOBER 9, 2023

SUBJECT: Amend the budget to incorporate the costs associated with the resolution allowing current employees who were previously transferred or promoted to administrative positions within the City, to be transferred back to his/her previous retirement plan.

SUBMITTING DEPARTMENT: City Manager's

BACKGROUND INFORMATION:

This item is a companion to the previous agenda item relating to allowing employees to transfer retirement benefits from one position to another promotional or rehired position. The current employees would be placed back into their respective defined benefit pension plan prior to their promotion/rehiring.

As stated in the previous agenda item, the City has nine current employees that have frozen their participation in the DB to accept a promotion within the City and are now part of the City's Defined Contribution Plan. The employees were previously part of the MERS DB Police, Fire, and General Union plans. The current cost to move the only eligible nine (9) active employees - four (4) police, one (1) fire, and four (4) MAPE back to their respective plans is an immediate cost of \$250,000 **annually** along with an increase in the unfunded liability. The next actuarial valuation will reflect the increase in the unfunded liability related to these individuals as well as reflect the decrease in the overall funding level which is 68% as of June 30, 2023. The Finance departments expects the additional annual cost to increase from the \$250,000 noted above to approximately \$300,000 for the future years if the nine members do return to the DB plan. The cost increase noted above is not budgeted and would require an amendment to increase the annual pension cost and use the General Fund fund balance to cover the cost for fiscal year 2023/2024.

RECOMMENDED ACTION: Amend the budget to incorporate the costs associated with the resolution allowing current employees who were previously transferred or promoted to administrative positions within the City, to be transferred back to his/her previous retirement plan.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment for the Adoption of the MERS Uniform Transfer for
Employees is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
APPROPRIATIONS	
City Clerk	
Personnel Services	8,000
Facility Operations	
Personnel Services	(200)
Police Department	
Personnel Services	237,200
Fire Department	
Personnel Services	6,000
TOTAL APPROPRIATIONS	<u>\$ 251,000</u>
Net Increase (Decrease) to Fund Balance	<u>\$ 251,000</u>

WATER & SEWER FUND	
APPROPRIATIONS	
Personnel Services	(1,000)
TOTAL APPROPRIATIONS	<u>\$ (1,000)</u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ (1,000)</u></u>

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
at a regular meeting held on October 9, 2023

Cortney Hanson
City Clerk

Older Adults Needs Committee

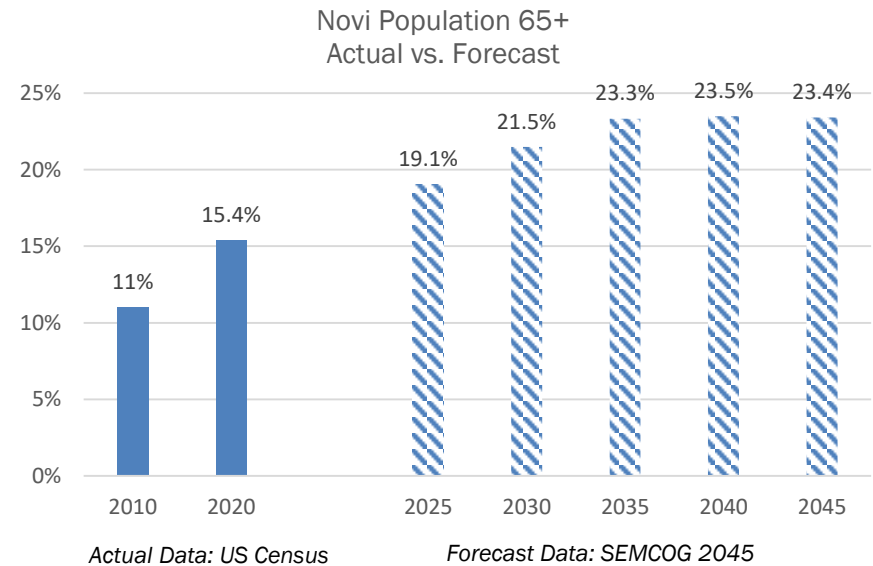
Early Review Mailout

October 9, 2023



The Coming Age Wave in Novi

- An increasing older adult population will bring changing needs for public safety, transportation, medical treatment social services, and community-building
 - [By 2040](#), about one in five Americans will be age 65 or older)
- We had a significant increase in the number of senior residents from 2010 to 2020 and are forecast to climb steadily to over 23% of residents being 65+ by 2045
- Alternatively, [SEMCOG](#) also projects that in 2045, 41% of Novi households will have a senior 65+ as a resident
 - Of these households, 33% will have a senior living alone



Developing the Older Adult Needs Committee

At its January 23, 2023 meeting, City Council passed a resolution creating the “Older Adult Needs” Committee and appointed the following members:

- Laura Casey, City Council
- Kathy Crawford, Library Board
- Jay Dooley, Parks, Recreation and Cultural Services Commission
- Kim Nice, Historical Commission
- Brian Smith, City Council
- Ericka Thomas, City Council
- Debbie Wrobel, Historical Commission

- Staff liaisons appointed by the City Manager are Jeff Muck and Kit Kieser
- Deputy Clerk Melissa Morris and Executive Assistant to the City Manager Katherine Oppermann provided critical support



Committee Responsibilities Set in the Resolution

The committee was charged with the following responsibilities:

- To advise the City Council regarding *activities, needs, and volunteer community opportunities* for older individuals and groups in Novi
- To discuss *programs, projects, and facilities* as they pertain to Novi older adults
- To focus on *dissemination of information and advocacy* regarding recommended services for older adults in the areas of health information and referral, volunteer services, counseling, outreach to the home-bound, recreation, education, and other needs
- To identify *best practices for programs and service delivery needs* for Novi older adults
- To *formulate and recommend plans* to assist in meeting the critical needs of older adults and adults with disabilities



Committee Actions

- **The Committee has spent several months on a learning journey:**
 - Learning about the OAS department and the programs we offer
 - Understanding how the City offers transportation to residents
 - Touring Meadowbrook Commons to understand how we manage housing
 - Learning about senior center operations from three different communities
 - Hearing from first responders and code compliance to learn from what our first responders see and hear
 - Understanding library offerings for older adults
 - Getting program information from the Oakland County Chief of Older Adult Services and the Area Agency on Aging 1B
 - Reviewing existing data sources (i.e., 2023 Library community survey, 2021 SOS survey, 2022 senior center tour)
- **We're now starting on drafting our insights and recommendations for Council**
 - An early review is being shared today and a more complete report will be done in early 2024



Older Adult Services (OAS) in Novi

Vision

- Be the premier community for empowering adults 55+ to live healthy, active lifestyles.

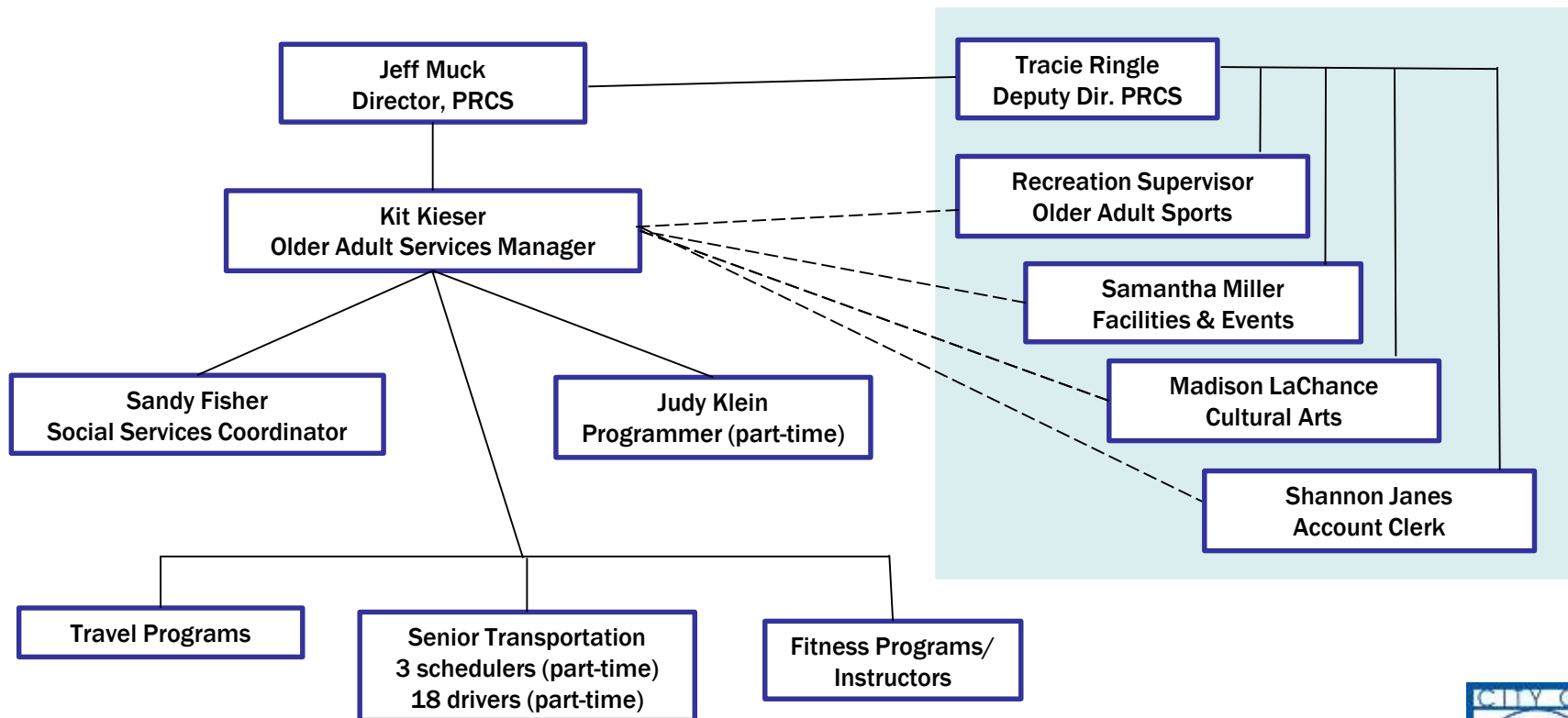
Mission

- Promote healthy, active lifestyles that support independence and vitality for adults 55+ by providing opportunities and networks within the community for socialization, health and fitness, transportation, life-long learning and support services.



Novi Older Adult Services Team

The Older Adult Services team is part of the larger Parks, Recreation and Cultural Service Department



OAS Key Service Areas

HOUSING

- Meadowbrook Commons Senior Living Apartments

TRANSPORTATION SERVICES

- Curb to curb transportation for 55+ and disabled adults

SUPPORT SERVICES

Nutrition Programs

- Focus: HOPE & TEFAP
- Daily Lunch & Meals on Wheels

Support Services

- Durable Medical Equipment Loan Closet
- AARP Tax Aide
- Estate Planning
- "Ask the Lawyer"
- Medicaid/Medicare Assistance Program Counseling
- Caregiver support

Support Groups

- Bereavement support group
- DATA hearing loss support group
- Grandparents Raising Grandchildren support group

HEALTH, WELLBEING, & LIFE-LONG LEARNING

- No.VI Book Club
- One-on-one technology assistance
- AARP Smart Driver programs
- Technology education programs
- Evidence-based health education programs
- Therapeutic massage
- Blood pressure screenings

SOCIAL ENRICHMENT & TRAVEL

- Cards, bingo, & other games
- Crafts (knitting, etc.)
- Meal-based social activities
- Nature. Nurture. Novi outdoor activities
- Day & extended trips
- Mackinac Island Grand Experience
- Special events (e.g. Veterans Day Celebration)

EXERCISE AND FITNESS

- Yoga & Pilates
- Tai Chi
- Cardio, strength, & stretch programs
- Walking, hiking, running
- Pickleball
- 55+ Sports

Partners in Services

- AARP Foundation
- Area Agency on Aging 1-B
- Ascension Community Health
- Disability Network, Eastern MI
- Deaf and Hearing Impaired Services
- Hospitality House
- Medicare/Medicaid Assistance Program
- MSU Tollgate Center
- Internal City of Novi Departments
- Novi Rotary Club
- Oakland County
- Oakland Livingston Human Service Agency
- Western Oakland Meals on Wheels
- Novi Schools Community Education
- Michigan Recreation & Parks Association (mParks)
- Oakland County Parks & Recreation
- Kensington Metroparks
- Friends of Maybury
- Michigan Association of Senior Centers
- Focus: HOPE
- Novi Public Library

Who We Serve – By the Numbers FY 22-23

HOUSING

Meadowbrook Commons residents: 204

TRANSPORTATION

Total rides: 13,778

SUPPORT SERVICES

Total served: 46,776

HEALTH & LIFE-LONG LEARNING

Total served: 1,421

SOCIAL ENRICHMENT & TRAVEL

Total served: 9,026

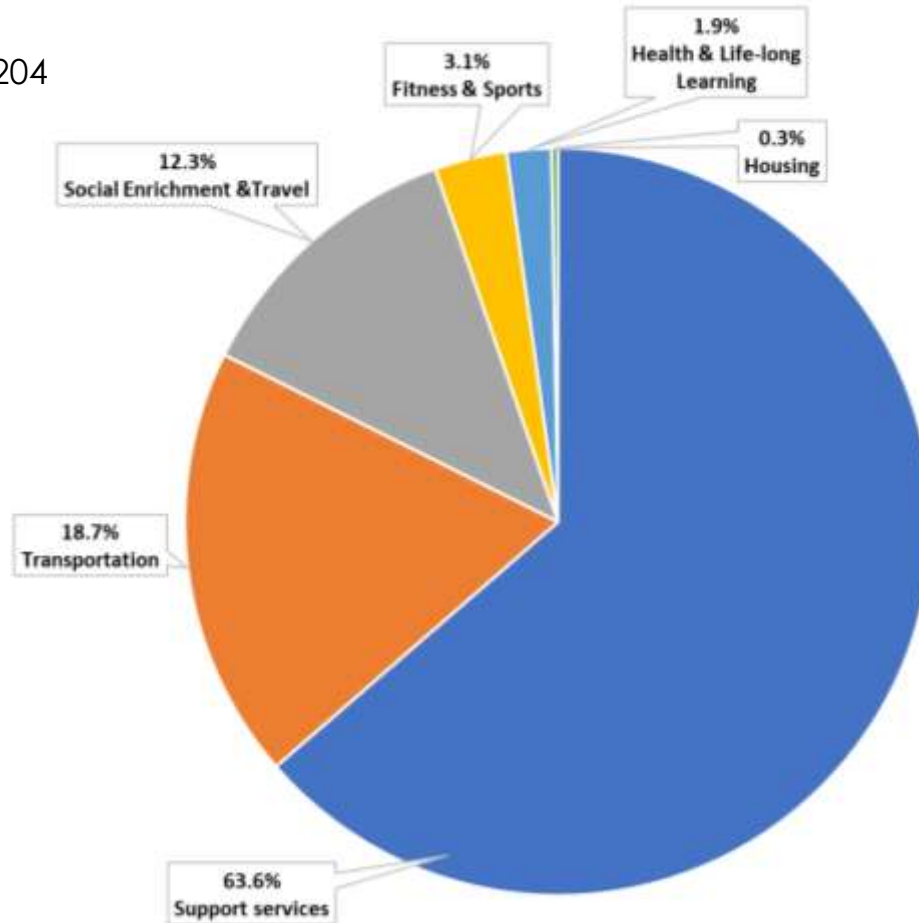
FITNESS & SPORTS

Registrations: 2,300

VOLUNTEERS

Volunteer hours: 3,500

Market value: \$110,000



Community Focus Group

Why did we conduct focus groups first?

- Focus groups are often done in advance of a survey, so we can be smarter in the questions we ask in a survey. Surveys give us the “how many”, which is necessary input for planning
- The conversation among participants in a focus group gives direction, generates insights and helps us understand the “why” and the “what”
- We used an expert, Scott Adler, to work with us to develop the content and flow of the discussion, facilitate the focus groups and provide a final report

Scott Adler is the founding Partner of INSIGHT STRATEGIES, LLC, now in its 19th year of successfully helping clients become better at what they do. Insight Strategies, LLC has worked with clients in municipalities, higher education and health care.

Scott has been in health care operations, marketing, and business development for more than 35 years. He has managed clinical and retail operations in healthcare and has extensive process redesign training and experience. He has published articles on his work in relationship marketing, community development and health status improvement as well as a book chapter on quality and customer service. He co-wrote and produced the award-winning documentary, “Living With Cancer: The Windstorms of Life.”



City of Novi



OLDER ADULT NEEDS COMMITTEE FOCUS GROUP REPORT OCTOBER 2023

Deliverables



- An improved understanding of:
 - What resident seniors (50+) say they need in terms of services and activities
 - What resident seniors expect regarding how those needs are addressed, including the role the City of Novi should play in meeting those needs
- An initial definition of “senior center”
- An improved understanding of whether a “senior center” as defined by the participants is something seniors would utilize

Participants



- 41 residents
 - 50-59 = 7
 - 60-69 = 10
 - 70-79 = 12
 - 80+ = 12
- How long have you lived in Novi?
 - 45% = 20+ years
 - 15% = 6-10 years
 - 12% = 11-20 years
 - 27% = 5 years or less

Participants



- 88% have used Novi services
- 61% have used more than 6 services
- 66% have used a mix of different services, such as enrichment, physical fitness, social trips, and support programs

Methodology



- Common discussion guide
- Four 90-minute age-specific focus groups
 - Open discussion
- One two-hour large group session with all ages participating
 - Conversation guided by questions drawn from the previous focus groups
 - An interactive audience response system was used to track responses

Key Findings



- Participants are generally pleased with Novi's Older Adult Service offerings, although there is also a general belief that Novi is playing "catch up" with surrounding communities
- A single location community center is needed
 - 72% said it was very or somewhat important to be renovated space rather than new construction
- A central location that creates/provides the opportunity for a sense of community is vital
- A warm pool for exercise is missing from the available services for seniors
- Participants said they understand that this new programming isn't free and expressed willingness to pay for it

A Single Location Community Center Is Needed



- Participants spoke of the need to consolidate programming for seniors in a single location
 - 69% felt a single location was either very important (44%) or somewhat important (25%)
 - ❖ “The older you are the more important a single location is for accessibility.”
 - ❖ “It’s easier to keep track of and you can go there and see what’s going on.”
- The center needs to include space that would be adequate for the classes they attend
 - ❖ “The room was so small for yoga I couldn’t hardly move without touching the person next to me.”

A Single Location Community Center Is Needed



- It was deemed essential that the center focus on the needs of seniors, but that it be considered a “community center” and not a “senior center”
 - 68% felt the single location could be for all ages, but it was essential that time for seniors was carved out
 - ❖ “I would like classes or wings of the building to be for seniors but not necessarily the whole building.”
 - ❖ “I have young adult children and I would like everyone to be able to go because I would like them to come with me to classes or the pool.”
- Participants who didn’t think a single location was necessary generally focused on the classes they are most interested in
 - ❖ “I have found out that if I want to go there, I go there, so location does not matter to me. If I think it’s worth that, I’m going to go.”
 - ❖ “If there are multiple locations, then maybe I have at least something that is closer to me.”

A Single Location Community Center Is Needed



- The services/programs/activities that should be in the community center, included:
 - Enrichment activities (arts and concerts)
 - Physical fitness (pickle ball, chair volleyball, Zumba)
 - Social programs/opportunities (trips, cards, coffee shop)
 - Support programs (meals on wheels, transportation)
 - Mindfulness (yoga, Thai Chi)
 - Age-appropriate exercise (warm water pool, exercise room)
 - Available for rentals (birthday parties, retirement parties)

A Central Location And A Sense Of Community



- The single location represented something more than the programs it contained: A community-building opportunity
 - 93% said community-building opportunities were either very (63%) or somewhat important (30%) to be part of the single location
 - Participants talked about the importance of having a sense of community
 - Participants talked about a gathering place for seniors
 - ❖ “I’m worried about retiring and not being social, it’s a good place to have connection.”

A Central Location And A Sense Of Community



- 50% felt more drop-in opportunities were the main element missing from Novi's older adult offerings
 - Participants said they'd like to be able to stop by and see what's offered without having to register for all programs
 - There was a desire to have the ability to buy a single session rather than an entire series
 - ❖ "I'd like a place for 'free time' where we can craft, play chess, anything available there. Or just hang out."

A Warm Pool For Exercise



- There was broad support for a **warm water** pool for seniors
 - 75% felt a pool was either very important (55%) or somewhat important (20%) to include in the single location
- 87% felt a pool was either very important (32%) or somewhat important (55%) to include in the scope of Novi offerings
 - 50% said they'd definitely or probably use the pool
- There were three criteria required for the pool to be successfully utilized
 - The water temperature needs to be warm enough
 - There needs to be enough options throughout the day for seniors to access the pool
 - Children would not have access to the pool during senior times

Playing “Catch Up”



- There was strong support for the services currently offered
- There was general satisfaction with the quality of the services offered
- 47% felt that Novi’s older adult services is playing catch up with other surrounding communities
- When discussing what was missing, the groups identified:
 - No single location
 - No pool
 - No performing arts center
 - ❖ “I find myself going to the Hawk for ballroom dancing, concerts are free to watch, there’s an indoor track. We don’t have a whole community-based thing.”
 - ❖ “I think Novi is lacking a designated center for 55 and up.”
 - ❖ “I love Novi but there are things that are lacking.”

A Willingness To Pay



- Participants recognized the need to create a community center that would at least cover its costs each year
- Participants expressed a willingness to fund the community center
 - 53% said a small millage was appropriate
 - 30% said a monthly fee for some services or an increase in the individual classes or services was appropriate
 - ❖ “We have to look at this for other generations that will benefit when they get older as well, not just this senior generation.”
 - ❖ “A millage can be looked at like schools: the older generations don’t use schools but we still pay for it.”

Final Thoughts



- Communicating what is offered is key
 - Participants talked about how they struggled to stay “in the know”
- Participants said they appreciated being included in the focus groups
 - 91% strongly or somewhat agreed that Novi wanted to hear what they had to say on these topics
 - ❖ “It seems like they care.”
 - ❖ “I think it’s nice that they’re listening to what people are saying to get to this point. They didn’t have to have a focus group. Somebody is listening.”
- The development of a single location should occur through renovating current space rather than new construction
 - 72% said it was very or somewhat important to be renovated space rather than new construction



Quick Wins – Actions Stemming from Committee Discussion

- **Enhancements to communications – in development**
 - Electronic newsletter
 - Redesign area of engage to be more readable for older adults, consistent color theme
 - Additional outreach to senior living facilities
- **Increase current part-time OAS program staff to full-time immediately**
 - This will enable the continuation and expansion of the quality programs that we offer
 - Staff can implement this as quickly as the hiring process allows

The Current State of Transportation

- **The Committee has done a significant amount of research into transportation**
 - We have 17 part-time drivers and operate 4-5 shuttles daily
 - Our transportation team provided almost 14,000 rides in FY 22-23 and the majority of rides are in the middle of the day from 9-3
 - 66% of all rides taken are for medical appointments or work; the majority of rides (44%) are for medical appointments
- **We provide a great service, but there are still gaps in availability and timing that need to be met**
 - While riders must schedule their ride at least one day in advance, the frequency of rides to medical appointments challenge our ability to provide rides with notice shorter than seven days
 - Appointments for ongoing treatments are booked for an indefinite number of weeks into the future
 - We are not currently able to offer evening hours, which may exclude some residents from attending City events and activities
 - We are seeing an increase in rides from senior living facilities, who are starting to price their own shuttle rides at higher rates to encourage riders to use City transportation



The Future State of Transportation: For Council Consideration

The Committee recommends that Council contract with a 3rd party provider covered under the County millage to expand transportation to more residents

- It will become costly to maintain and expand our own program to meet the scheduling and availability gaps noted previously, including adding drivers and vehicles
 - There is a consistent challenge with part-time driver hiring and retention. To be competitive in recruitment/retention and match market rate, the City would need to move to full-time drivers and increase the hourly rate by \$4-6 an hour
 - The current lead time for obtaining any vehicle is 12+ months and the current estimated cost of an ADA-outfitted van is \$80,000. To meet an increasing demand, we would need to increase the fleet by several vehicles
- If there are concerns about the charges to users (\$2/one-way ride) under a 3rd party provider, Council may also explore subsidizing rides for residents 65+ with the provider
- Using a 3rd party provider will allow us to keep a few of our shuttles for more programming and potentially offer rides to evening City events
 - However, we should consider matching the same fee for transportation to City events as the 3rd party provider
- This is a quick overview given the timing of talks with the County - the Committee's final report will have more detailed information



Committee Next Steps

- **Using insights from the focus groups, conduct a survey to quantify**
 - Housing options (are people seeking to move as they age and why? what do they need to stay?)
 - Program/service needs and volunteer needs
 - Senior center needs, wants, potential usage, means of paying
- **Define a solution to help older adults who move to Novi learn how to find a local doctor, pharmacy, etc.**
 - Additional opportunity to help more older adults understand their Medicaid options
- **Further exploration on housing needs**
 - Survey realtors to understand what they hear from older adults moving out of Novi
 - Talk with Community Development and Economic Development about how to engage developers on bringing smaller, ranch-style or first-floor living housing to Novi, including exploring if that requires ordinance changes
 - Understand what developers of 55+ housing look for when choosing a site
- **Continue researching additional space requirements for older adult programming to develop a recommendation for the final report**
- **Schedule presentation from Disability Network to understand Universal Design and how it can apply to City activities and assets**
- **Understand more about the needs of each generation as it ages (Boomers, Gen X, etc.)**
- **Refine opportunities for future advocacy**
- **Finish research and prepare final report to Council**



**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, SEPTEMBER 25, 2023 AT 7:00 P.M.**

Mayor Gatt called the meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Gatt, Mayor Pro Tem Staudt, Council Members Casey, Crawford, Fischer, Smith, Thomas

ALSO PRESENT: Victor Cardenas, City Manager
Thomas Schultz, City Attorney

APPROVAL OF AGENDA:

CM 23-09-121 Moved by Thomas, seconded by Smith; CARRIED UNANIMOUSLY

To approve the Agenda as presented.

Roll call vote on CM 23-09-121	Yeas: Staudt, Casey, Crawford, Fischer, Smith, Thomas, Gatt Nays: None
---------------------------------------	---

PUBLIC HEARINGS: None

PRESENTATIONS: None

MANAGER/STAFF REPORT:

City Manager Cardenas reported good news about a couple of projects that have been going on. He said the 10 Mile Road project that Oakland County Road Commission has been working on between Meadowbrook and Haggerty that has been opened today at 1:00 p.m. to both lanes of traffic. He said he had more good news regarding the 13 Mile Road project between Meadowbrook and M-5. He said this is the work that the GLWA has been doing on the south side, they installed a pipe, and they should be done with the south side paving this Friday. He said he was proposing to Council if there are no disagreements that they open it up to traffic and then allow the city to come through next year and complete the northside, there is no piping that needs to take place, it will be just a quick asphalt overlay on that and should be done within four to six weeks. He said we will make sure there is night and weekend work to get it done as quickly as possible and try to limit the traffic congestion, so it is minimal. He said we will make sure that we handle it because we do roads. He said we will get out there once the school lets out and will charge back those costs to GWLA under the cost sharing agreement that we currently have in place.

Mayor Gatt commented that 13 Mile Road will be open both ways, probably after next Friday. Mr. Cardenas said hopefully this Friday. Mayor Gatt thanked City staff on behalf of all his colleagues up here, he said there has been tremendous pressure by this Council. He stated that he sat up there and said should get our legal people involved and so and so forth. He said every member up here has worked earnestly and fervently behind the

scenes to make this happen because we know the hardship that the people who live in the area were going through because of this. He acknowledged the importance of having the GLWA do their job, and the next time a pipe breaks in Farmington Hills somewhere, our residents are not going to have to stop and boil water and so on, so maybe the pain was worth it. He thanked City staff again. He thanked Mr. Cardenas and all his colleagues for all their hard work. He stated people are trying to make this political, he said there was nothing political about this. He said this was something tht had to be done and they ran into some problems, it took more time than they originally thought. He said the same thing happened on 10 Mile Road for that matter, but it is finally coming to an end. Thank you very much.

ATTORNEY REPORT: None

AUDIENCE COMMENTS: None

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 23-09-122 Moved by Crawford, seconded by Thomas; CARRIED UNANIMOUSLY

To approve the Consent Agenda as presented.

- A. Approve Minutes of:
September 11, 2023 - Regular Meeting
- B. Consideration of Equalization Division Assistance Services Agreement with Oakland County, for Real and Personal Property Assessment Administration Services through June 30, 2024.
- C. Approval of amendment to the contract for the City Clerk as prepared and approved as to form by the City Attorney.
- D. Approval of Agreement for Election Services between Oakland County, Township of Novi, City of Northville, and City of Novi for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.
- E. Acceptance of a Conservation Easement being offered as a part of JSP 22-37 Catholic Central North Campus, for property in Section 18, located west of Wixom Road, and south of Grand River Avenue.
- F. Acceptance of an Off-Site Conservation Easement from Singh Development, LLC being offered as a part of JSP 20-35, Townes at Main Street for property in Section 23 along Main Street. The easement is located north of I-96, west of Meadowbrook Road, along the south side of Twelve Oaks Lake in Section 14.

- G. Acceptance of an Open Space Preservation Easement from Toll Brothers being offered as a part of JSP 21-47 Parc Vista RUD, for property in Section 31, west of Garfield Road and north of Eight Mile Road.
- H. Acceptance of Conservation Easement from Sakura Novi, LLC being offered as a part of JSP 22-09 Sakura Novi, for property located in Section 23, north of Grand River Avenue, south of Eleven Mile Road, and east of Town Center Drive.
- I. Approval of a Storm Drainage Facility Maintenance Easement Agreement from BC Novaplex LLC LLC for Innova Apartments located north of Twelve Mile Road and west of Haggerty Road (parcel 50-22-12-400-066).
- J. Approval of claims and warrants – Warrant 1140

Roll call vote on CM 23-09-122

Yeas: Casey, Crawford, Fischer, Smith, Thomas, Gatt, Staudt

Nays: None

MATTERS FOR COUNCIL ACTION:

1. Approval of resolution to authorize Budget Amendment #2024-1.

City Manager Cardenas noted that under the General Fund, the Fund balance will be reduced to \$3.1 million. He said we have a rollover of \$1.5 million to \$3.1 million each year, so that is why that sticks around the \$14 million dollar mark. He said this is exceptionally high this year, because of the constraints we have in the supply chain. He stated the reason why is that we have a lot of stuff ordered, it is not coming in, fire trucks, plow trucks, that is why we are rolling over that much every year. He said we keep that amount around \$14 million every year because of all the rollovers, but the ending amount is always around \$11 million, so that is the 25% mark.

CM 23-09-123

Moved by Casey, seconded by Thomas: CARRIE UNANIMOUSLY

Approval of resolution to authorize Budget Amendment #2024-1.

Roll call vote on CM 23-09-123

Yeas: Crawford, Fischer, Smith, Thomas, Gatt, Staudt, Casey

Nays: None

2. Consideration of approval to award engineering design services to AECOM for the 2024 and 2025 Neighborhood Road Program (NRP) in the amount of \$398,062.50.

CM 23-09-124

Moved by Smith, seconded by Thomas; CARRIED UNANIMOUSLY

Approval to award engineering design services to AECOM for the 2024 and 2025 Neighborhood Road Program (NRP) in the amount of \$398,062.50.

Roll call vote on CM 23-09-124

**Yeas: Fischer, Smith, Thomas, Gatt, Staudt,
Casey, Crawford**

Nays: None

- 3. Consideration of approval to award engineering design services to OHM Advisors for the design of streambank stabilization and restoration measures along the Middle Branch of the Rouge River north of Chattman Road and between 10 Mile Road and Novi Road in the amount of \$268,220.**

City Manager Cardenas explained this is tied to a previous bid that we awarded to OHM Advisors for Meadowbrook Lake and the dredging work over there. He said we are adding the services for the streambank stabilization to that contract.

CM 23-09-125 Moved by Thomas, seconded by Casey; CARRIED UNANIMOUSLY

Approval to award engineering design services to OHM Advisors for the design of streambank stabilization and restoration measures along the Middle Branch of the Rouge River north of Chattman Road and between 10 Mile Road and Novi Road in the amount of \$268,200.

Roll call vote on CM 23-09-125

**Yeas: Smith, Thomas, Gatt, Staudt, Casey,
Crawford, Fischer**

Nays: None

- 4. Consideration of Approval of Change Order No. 7 to Pamar Enterprises, Inc. for the replacement of damaged curb along Roethel Drive during the water main replacement project in the amount of \$186,315.56.**

CM 23-09-126 Moved by Casey, seconded by Smith; CARRIED UNANIMOUSLY

Approval of Change Order No. 7 to Pamar Enterprises, Inc. for the replacement of damaged curb along Roethel Drive during the water main replacement project in the amount of \$186,315.56.

Roll call vote on CM 23-09-126

**Yeas: Thomas, Gatt, Staudt, Casey, Crawford,
Fischer, Smith**

Nays: None

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS: None

Mayor Gatt reminded his colleague, Member Casey, and himself that the next meeting committee reports are due for the two committees that are out there.

MAYOR AND COUNCIL ISSUES: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 7:09 P.M.

Cortney Hanson, City Clerk

Robert J. Gatt, Mayor

Transcribed by Deborah S. Aubry

Date approved: October 9, 2023



CITY OF NOVI CITY COUNCIL
OCTOBER 9, 2023

SUBJECT: Approval of recommendations from the Youth Council Review Committee for appointments to Youth Council and Youth Boards & Commissions Student Representatives.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

The Youth Council Review Committee met on Tuesday, October 3rd to interview applicants for the Youth Council and Youth Boards & Commissions Representatives. All applicants were notified to appear at 7:00 p.m. on October 3rd to be interviewed. They were advised to come prepared to explain the following in 3 minutes or less:

- Why do you feel you would be a good candidate?
- What is a goal you hope to complete?
- What would you like to take away from this experience?

Immediately following the interviews, the Youth Council Review Committee reviewed the ratings of each applicant. The Committee discussed the applicants' experience, interests, and schedules to determine which vacancy would be the best fit. Based on that information, they collectively decided which applicants to recommend for placement on the Youth Council and which applicants to recommend to Boards & Commissions as student representatives.

The terms open for appointment are as follows:

Youth Council – 13

Library Board – 2

Parks, Recreation & Cultural Services Commission – 2

RECOMMENDED ACTION: Approval of recommendations from the Youth Council Review Committee for appointments to Youth Council and Youth Boards & Commissions Student Representatives.

MEMORANDUM



TO: MAYOR GATT AND COUNCIL MEMBERS
CC: CORTNEY HANSON, CITY CLERK
FROM: MELISSA MORRIS, DEPUTY CITY CLERK
SUBJECT: RECOMMENDATIONS FOR APPOINTMENTS
DATE: OCTOBER 9, 2023

The recommendations of the Youth Council Review Committee are as follows:

Youth Council

1. Aditi Akerkar
2. Dhruv Bahuguna
3. Kaushik Baskar
4. Shashank Cheedella
5. Divya Desai
6. Raghav Gadani
7. Mahi Gupta
8. Chanyoung Kim
9. Della Kwak
10. Piyush Mande
11. Samyuktha Parthasarathy
12. Rachana Raghunathan
13. Vishal Swamy

Library Board

1. Alexandra DeMore
2. Alynah Dohadwala

Parks, Recreation & Cultural Services Commission

1. Pietro DiDomenico
2. Ishaan Sid

All positions were filled, but not all applicants were appointed; there were three students that did not receive enough votes to be recommended for Youth Council or Youth Boards and Commissions Representatives.



YOUTH COUNCIL REVIEW COMMITTEE MEETING MINUTES

CITY OF NOVI

Youth Council Review Committee

Tuesday, October 3, 2023 | 7:00 P.M.

Police Training Center | Novi Police Department | 45125 Ten Mile Road
(248) 347-0456

Member Casey called the meeting to order at 7:00 P.M.

ROLL CALL: Council Members Casey, Smith, Thomas

APPROVAL OF AGENDA:

YCRCM 23-10-001 Moved by Thomas, seconded by Smith; CARRIED UNANIMOUSLY

To approve the Agenda.

Voice vote on YCRCM 23-10-001

Yeas: Casey, Smith, Thomas

Nays: None

Member Casey welcomed the candidates and said she was grateful to them for stepping forward. She asked the candidates to come to microphone and share their interest in joining Youth Council. Member Casey explained that we will set the timer for three minutes in order to ensure all candidates get equal time for their presentations. She said that the Committee will make their appointment recommendations to Council at the October 9th meeting. Member Casey assured the candidates that they would all do great, they should feel confident about their presentations, and she looked forward to hearing from them.

APPLICANTS FOR YOUTH COUNCIL:

1. **Aditi Akerkar-** Ms. Akerkar said she has a deep sense of purpose and optimism. She is interested in learning more about how government works. She looks for ways to give back to the community. She is organized, punctual, adaptable, and not afraid of a challenge. She makes sure that all members are heard when she is working in a team. She proposed a capstone project that would provide a stress reduction day for high school students.
2. **Dhruv Bahuguna-** Mr. Bahuguna said that he moved to Novi when he was 3 years old. He loves all of the parks and activities that are available in the City. He is active in Robotics, athletics, and chess, as well as volunteering. He would like to showcase more cultural events and proposed bringing back movies at Furst Park during the summers.
3. **Jiya Banga-** Ms. Banga said she wanted to give back to her community the way it has given so much to her. She volunteers at the Temple and food banks and helps with STEM programs. Her goals are to bring back and begin new drug abuse awareness programs and to learn more about the way the City is governed.

4. **Kaushik Baskar**- Mr. Baskar said he wanted to see how we can all come together as a community. He is involved in Robotics and has raised substantial sponsorship funds by networking with companies like NASA. He would like to use his experience learned from interning with the Novi Chamber of Commerce to continue his work with the previous Youth Council on it's capstone project involving using social media to get the youth population involved. He proposed bringing back the "Addicted to Movies, Not Drugs" program.
5. **Shashank Cheedella**- Mr. Cheedella said he moved to Novi 5 years ago from California. It was a bit of a culture shock when he arrived but he has grown to love Novi. He would like to strengthen the relationships between the community and Police and Fire. He also would like to find ways to give today's youth ways to connect. Some of his project ideas were to promote sustainability, to promote diversity events, and to start a mental health program within the High School.
6. **Alexandra DeMore**- Ms. DeMore said she has been an active resident of Novi for 10 years. She has participated in Novi recreation sports and is a member of the Teen Advisory Board. She regularly volunteers with food and book donation drives and enjoys working with Senior Citizens. She is eager to learn more about government operations.
7. **Divya Desai**- Ms. Desai has been an active participant in Robotics and various outreach programs including summer camps and STEM education. She helped build masks during COVID. She would like to gain work experience while continuing her involvement and education in government. She wants to help teens learn more about how government works and how they can make their mark on their community.
8. **Pietro DiDomenico**- Mr. DiDomenico told the committee that he was born in Brazil and would bring a different view and background to the team. He is involved in sports and volunteering and enjoyed serving as a leader in Choir. He loves politics and is part of politics club. He wants to encourage youth involvement and share how everyone can have their voice heard.
9. **Alyna Dohadwala**- Ms. Dohadwala spoke about her role as big sister to her brother. She wants to be a better role model for him and others. She said "Community is another name for Family" and we need to take care of family. She is passionate about helping students with disabilities, such as ADHD and dyslexia, and would like to implement better screening tools to aid their learning. She is counting down the days until she turns 18 and can vote, but realizes that she can also serve now.
10. **Raghav Gadam**- Mr. Gadam is an aspiring leader. He is a member of the philharmonic symphony and the football team. He wants to make positive changes and has served as a student teacher volunteer teaching young kids about physical fitness. He recognizes the issue of vaping and drug use in the community and would like to provide strategies for coping with these addictions. He also expressed interest in advocating for Seniors and learning more about government and its organization.

- 11. Vansh Ghadge-** Mr. Ghadge is active with Robotics, HOSA, and the swim team. He is involved in non-profit work. He feels he can represent a large group of people and is ready to learn about how things get done within a community. The issue he would like to focus on is littering. He wants to set up a recycling collection drive to help clean up the City.
- 12. Srispoorthi Gujja-** Was not in attendance to present.
- 13. Mahi Gupta-** Ms. Gupta said she has been a volunteer for the last 4 years. She has helped with Tuesday Tunes at the Library. She enjoys organizing and leading teams and is involved with Robotics and STEM education. She would like to engage the youth and provide positive outlets for them. She has an interest in learning more about public policy, and even wrote a letter to Governor Whitmer when she was in 5th grade to address the issue of teacher's pay.
- 14. Chanyoung Kim-** Mr. Kim feels a strong sense of civic duty. He looks to give back to the youth by volunteering with them as well as Seniors. He is active with the Rotary club and Korean school club. He embraces challenges as growing opportunities and sees himself as an active voice for his generation. He would like to see more involvement in cultural and civic engagement.
- 15. Della Kwak-** Ms. Kwak said she has lived in all corners of the globe and realizes the importance of cultural diversity and involvement. She would like to see an increase in parks and other public gathering spaces. She wants to promote events more to encourage a better sense of community. She said that a major strength of Novi lies in it's diversity.
- 16. Piyush Mande-** Mr. Mande shared that he moved to Novi in 2016 from India. He loves to communicate and his involvement in French Club, Choir, and Tennis have all given him the opportunity to interact with the community. He would like to continue to promote diversity and feels like Novi already has a good base to work with.
- 17. Samyuktha Parthasarathy-** Ms. Parthasarathy likes to serve the community as a volunteer in the hospital and in nursing homes. She has also helped with food, book, and clothing drives. In her time with HOSA, she has learned about collaboration. As a section leader in the marching band, she has learned to be a leader. She would like to continue to focus on senior citizen outreach while she develops her own leadership skills.
- 18. Rachana Raghunathan-** Ms. Raghunathan compared her experiences in Choir to being a part of Council. The different melodies in a choir are like different opinions being voiced during a meeting. The goal of a soloist is to project their voice to an auditorium just like a citizen can project their ideas to a growing community. She is dedicated and full of creative ideas which she expresses while volunteering and tutoring younger students. She would like to work with Youth Council to bring more awareness to the environment and mental health.

19. Ishaan Sid- Mr. Sid is an active community member who enjoys all Novi has to offer including safety, sports, and parks. He is involved in many clubs like Robotics and recycling. He finds ways to give back through volunteering, tutoring, and fundraising. He works with "Acing Autism" to engage autistic kids in tennis. He has a few goals including learning the operations of local government, how to apply technology to make things better, and finding a balance between community growth and sustainability.

20. Vishal Swamy- Mr. Swamy is seeking reappointment to Youth Council. Over the past two years with Council, he has fueled his passion to help the city and has gained insights into local government. He would like to develop committees within Youth Council to accomplish several smaller goals while working together on the Capstone project. He wants to create the best experience for all students.

Member Casey expressed her gratitude for the willingness to step forward to join this Council. She disclosed that she is a member of the Rotary Club, but had no interactions with the applicants, and would be able to make an unbiased decision.

Member Thomas told the applicants how impressive of a group they were and she could see how much passion each of them has to make a change.

Member Smith agreed and said he was amazed at the speaking abilities, the passion, and desire of all the applicants to make the city a better place.

Member Casey explained that the Committee would be adjourning to discuss their recommendations to City Council. She reiterated that the Committee's recommendations would be on the October 9th City Council agenda.

ADJOURNMENT: The meeting was adjourned at 7:59 P.M.

Transcribed by Melissa Morris, Deputy City Clerk



CITY OF NOVI CITY COUNCIL
OCTOBER 9, 2023

SUBJECT: Approval of the 2023-2024 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi; and adoption of resolution authorizing Novi to provide winter maintenance of selected county roads.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

BACKGROUND INFORMATION:

Over the past several winter seasons, the Department of Public Works has demonstrated the ability to provide motorists with a high level of winter maintenance services. Each season DPW crews clear ice and snow from major roads and neighborhood streets within the city's jurisdiction; as well as from selected county roads inside city limits. Accordingly, the City must enter into an annual agreement with the Road Commission for Oakland County (RCOC) to provide enhanced winter maintenance services on selected county roads.

Similar to years past, Novi DPW will maintain the following five county roads this winter. These roads are part of the 2023-2024 Winter Maintenance Agreement as depicted on the attached map:

Road	From	To	Centerline Miles	Reimbursement to City
Beck Road	Grand River Avenue	Twelve Mile Road	0.44	\$3,324.01
Grand River Avenue	Wixom Road	Haggerty	5.27	\$39,812.58
Novi Road	Eight Mile Road	Twelve Mile Road	3.96	\$27,727.74
Ten Mile Road	Haggerty Road	Napier Road	6.06	\$32,951.41
Twelve Mile Road	Beck Road	Haggerty	4.06	\$26,948.22
		Total	19.79	\$130,763.96

The City would be responsible for snow and ice control as agreed upon by the RCOC and the City of Novi, effective upon execution of the agreement for the 2022-2023 winter season. Performing winter maintenance on county roads at the city limits (Haggerty, Napier, Eight Mile, Fourteen Mile, and Pontiac Trail) would remain the RCOC's responsibility.

In FY 2022-23, City expenditures totaled \$150,337 to clear 19.79 centerline miles of Oakland County roadways, which was offset by \$126,955.36 in Act 51 revenue from Oakland County. RCOC increased the annual reimbursement amount by \$3,808.60 or 3%, raising the 2023-2024 revenue total to \$130,763.96.

The below table shows the revenue and expenditures for clearing County roads over the past three winters:

	FY 2020/21	FY 2021/22	FY 2022/23
Revenue from RCOC	\$120,840	\$123,257	\$126,955
Expenditures	\$173,260	\$168,614	\$150,337
Variance	\$(52,420)	\$(45,357)	\$(23,382)

Funding variances are attributed to the fluctuation of winter weather conditions, labor, material, and equipment expenditures required to provide this service. Because of the ability to enter into the agreement, motorists experience safer roadways throughout winter storm events and are provided with a high standard of customer care.

To offset costs of performing snow removal services on roadways under RCOC's jurisdiction, the City will receive reimbursement in two increments: 50% (\$65,381.98) in December 2023, and 50% (\$65,381.98) in March 2024. Reimbursement funding is based on a pro-rated amount of Act 51 gas tax revenue the RCOC receives from the State of Michigan and will be paid to the City in full as part of the agreement. The City Attorney has reviewed the agreement and has found no legal impediment to entering the agreement (Beth Saarela, September 28, 2023).

RECOMMENDED ACTION: Approval of the 2023-2024 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi; and adoption of resolution authorizing Novi to provide winter maintenance of selected county roads.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
2023-2024 WINTER MAINTENANCE AGREEMENT
CITY OF NOVI and ROAD COMMISSION FOR OAKLAND COUNTY

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 9, 2023, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and Resolution were offered by Councilmember_____and supported by Councilmember_____.

WHEREAS; the City of Novi has determined that it is desirable to enter into an Agreement with the Road Commission for Oakland County to perform snow and ice removal operations on Beck Road from Grand River Avenue to Twelve Mile Road, Grand River Avenue from Haggerty Road to Twelve Mile Road, Novi Road from Eight Mile Road to Twelve Mile Road, Ten Mile Road from Haggerty Road to Napier Road, and, Twelve Mile Road from Beck Road to Haggerty Road.

WHEREAS; entering into a formal one-year agreement is necessary to facilitate the transfer of jurisdiction from the Road Commission of Oakland County to the City of Novi for said ice and snow removal operations on the designated roadways within the City limits of Novi, and,

WHEREAS; the Road Commission for Oakland County will reimburse to the City of Novi a total of \$130,763.96 for maintaining 19.79 miles, said compensation calculated and agreed to by the Road Commission for Oakland County as fair and equitable compensation for snow and ice removal operations on County roads within the City of Novi.

NOW, THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Council for the City authorize the execution of the 2023-2024 Winter Maintenance Agreement with the Road Commission for Oakland County.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

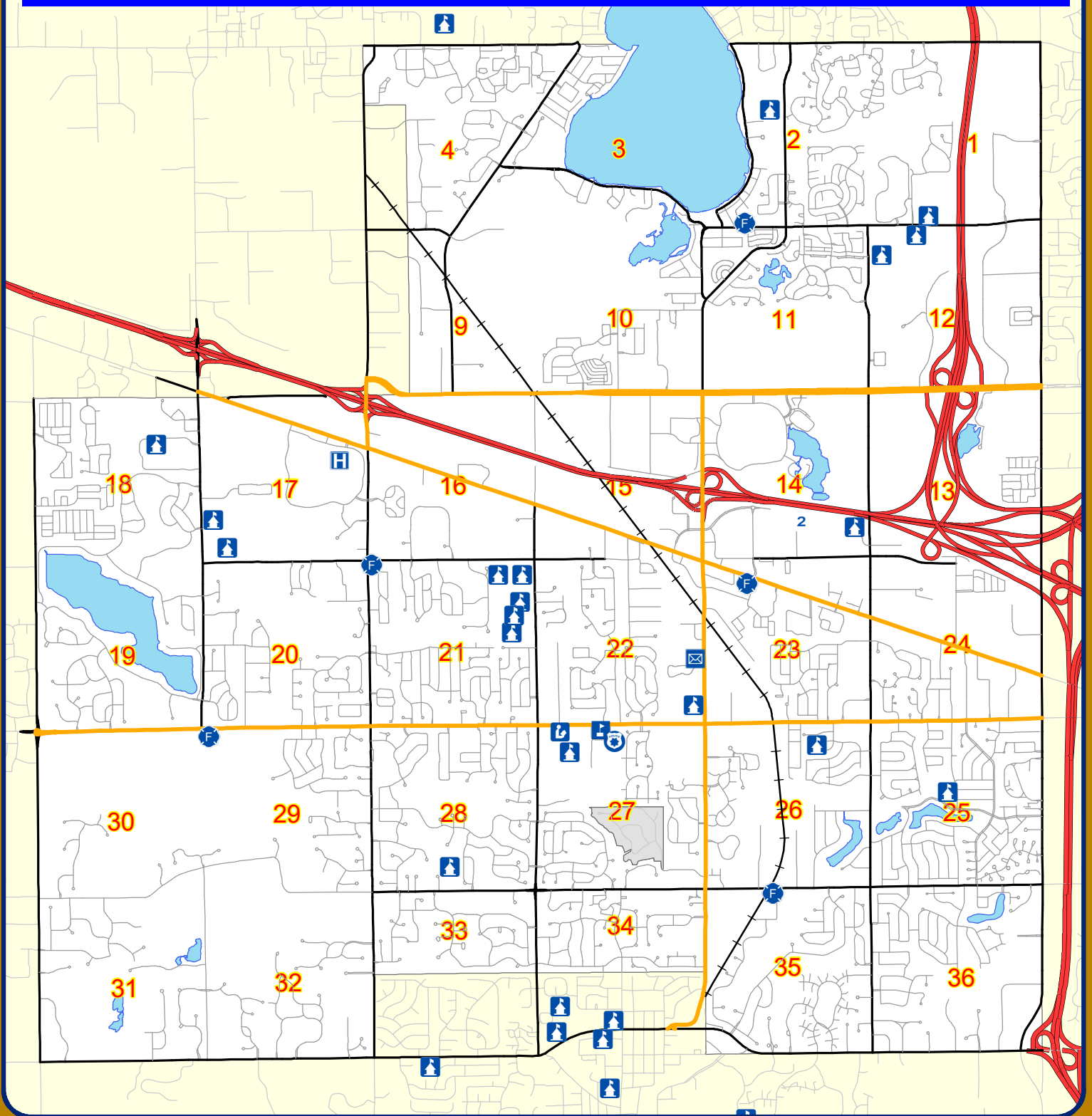
Cortney Hanson, City Clerk

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 9th day of October, 2023, 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.

Cortney Hanson, City Clerk
City of Novi

Road Commission for Oakland County Roads Maintained by City of Novi Under 2023-24 Winter Maintenance Agreement



Map Author: Jon Gartha
Date: September 28, 2023
Project: RCOC Winter Maintenance Agreement
Version #: 1.0

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.

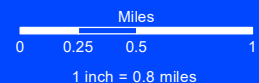
Legend

- RCOC Roads Plowed Under Contract
- Minor Streets
- Major Roads
- Freeway

Beck Road: 0.44 Miles - Grand River Ave to Twelve Mile Rd
Grand River Ave: 5.27 Miles - Haggerty Rd to Twelve Mile Rd
Novi Road: 3.96 Miles - Eight Mile Rd to Twelve Mile Rd
Ten Mile Road: 6.06 Miles - Haggerty Rd to Napier Rd
Twelve Mile Road: 4.06 Miles - Beck Rd to Haggerty Rd



City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 28, 2023

Matt Wiktorowski, Field Operations Manager
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: 2023-2024 Winter Maintenance Agreement with Road Commission for Oakland County

Dear Mr. Wiktorowski:

We have received and reviewed the proposed 2023-2024 Winter Road Maintenance Agreement prepared by the Road Commission for Oakland County for the purpose of authorizing payment to the City for the City's maintenance of County roads within the City. Other than the 3% increase in fees to be paid to the City, the Agreement remains the same as the 2022-2023 version, including all insurance requirements. Accordingly, we see no legal impediment to the City's approval and execution of the 2023-2024 Winter Road Maintenance Agreement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS
Enclosures

Matt Wiktorowski, Field Operations Manager
City of Novi
September 28, 2023
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Jeffrey Herczeg, Public Works Director (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

September 8, 2023

Mr. Jeff Herczeg
Public Service, Field Operations
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

RE: 2023-2024 Winter Maintenance Agreement

Dear Mr. Wiktorowski:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Novi.

This 2023-2024 agreement has an increase of 3%, which increases the amount from \$126,955.36 to \$130,763.96.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City Council to my account assistant Lema Sabbagh, email, lsabbagh@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/ls
Attachment

2023-2024 WINTER MAINTENANCE AGREEMENT
CITY OF NOVI

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2023, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Novi, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Winter Maintenance,” herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board’s maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board’s standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$130,763.96 as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2023
50% in March 2024

The making of said payments shall constitute the Board’s entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, it is the intent of the parties that in performing the Winter Maintenance obligations under this Agreement, the City shall have and retain governmental immunity as a governmental agency, and shall have and/or receive any immunity conferred by virtue of its performance of the maintenance obligations that are by statute or otherwise the responsibility of the Board and for which it is immune.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2023, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2024, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

Witnesses: CITY OF NOVI
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses: BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

WINTER MAINTENANCE
2023-2024

CITY OF NOVI
EXHIBIT A

Beck Road

Extending from Grand River Avenue to Twelve Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
0.44	\$7,554.57	\$ 3,324.01

Grand River Avenue

Extending from Wixom to Haggerty

<u>Miles</u>	<u>Cost Per Mile</u>	
5.27	\$7,554.57	\$ 39,812.58

Novi Road

Extending from Eight Mile Road to Twelve Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
1.00	\$4,316.89	\$ 4,316.89
0.45	\$6,124.90	\$ 2,756.21
1.55	\$7,554.57	\$ 11,709.58
<u>0.96</u>	<u>\$9,317.77</u>	<u>\$ 8,945.06</u>
3.96		\$ 27,727.74

Ten Mile Road

Extending from Napier Road to Haggerty Road

<u>Miles</u>	<u>Cost Per Mile</u>	
3.15	\$4,316.89	\$ 13,598.20
1.84	\$6,124.90	\$ 11,269.82
<u>1.07</u>	<u>\$7,554.57</u>	<u>\$ 8,083.39</u>
6.06		\$ 32,951.41

12 Mile Road

Extending from Beck Road to Haggerty Highway

<u>Miles</u>	<u>Cost Per Mile</u>	
1.15	\$4,316.89	\$ 4,964.42

	<u>2.91</u>	\$7,554.57	\$ 21,983.80
	4.06		\$ 26,948.22
Total Miles	19.79	TOTAL	<u>\$ 130,763.96</u>

TWO LANES (\$4,191.15 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
1.00	\$4,316.89	\$ 4,316.89
3.15	\$4,316.89	\$ 13,598.20
<u>1.15</u>	\$4,316.89	<u>\$ 4,964.42</u>
5.30		\$ 22,879.52

THREE LANES (\$5,946.51 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.45	\$6,124.90	\$ 2,756.21
<u>1.84</u>	\$6,124.90	<u>\$ 11,269.82</u>
2.29		\$ 14,026.02

FOUR OR FIVE LANES (\$7,334.54 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.44	\$7,554.57	\$ 3,324.01
5.27	\$7,554.57	\$ 39,812.58
1.55	\$7,554.57	\$ 11,709.58
1.07	\$7,554.57	\$ 8,083.39
<u>2.91</u>	\$7,554.57	<u>\$ 21,983.80</u>
11.24		\$ 84,913.37

SIX OR MORE LANES (\$9,046.38 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.96	\$9,317.77	\$ 8,945.06
<u>Total Miles</u>		
19.79	TOTAL	<u>\$ 130,763.96</u>

50% in December 2022 \$65,381.98

50% in March 2023 \$65,381.98

Total \$130,763.96

EXHIBIT B

2023-2024 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION (CITY)

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. **Worker's Compensation and Employer's Liability Insurance:** The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. **Bodily Injury and Property Damage:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.

1. **Bodily Injury and Property Damage Other Than Automobile:** The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. **Bodily Injury Liability and Property Damage Automobiles:** The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence \$1,000,000	

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- a. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- b. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- c. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- d. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
2023-2024 WINTER MAINTENANCE AGREEMENT
CITY OF NOVI and ROAD COMMISSION FOR OAKLAND COUNTY

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 9, 2023, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and Resolution were offered by Councilmember_____and supported by Councilmember_____.

WHEREAS; the City of Novi has determined that it is desirable to enter into an Agreement with the Road Commission for Oakland County to perform snow and ice removal operations on Beck Road from Grand River Avenue to Twelve Mile Road, Grand River Avenue from Haggerty Road to Twelve Mile Road, Novi Road from Eight Mile Road to Twelve Mile Road, Ten Mile Road from Haggerty Road to Napier Road, and, Twelve Mile Road from Beck Road to Haggerty Road.

WHEREAS; entering into a formal one-year agreement is necessary to facilitate the transfer of jurisdiction from the Road Commission of Oakland County to the City of Novi for said ice and snow removal operations on the designated roadways within the City limits of Novi, and,

WHEREAS; the Road Commission for Oakland County will reimburse to the City of Novi a total of \$130,763.96 for maintaining 19.79 miles, said compensation calculated and agreed to by the Road Commission for Oakland County as fair and equitable compensation for snow and ice removal operations on County roads within the City of Novi.

NOW, THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Council for the City authorize the execution of the 2023-2024 Winter Maintenance Agreement with the Road Commission for Oakland County.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, 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 9th day of October, 2023, 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.

Cortney Hanson, City Clerk
City of Novi



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	CONTACT NAME: Andrea Miller PHONE (A/C, No, Ext): 248.327.0462 E-MAIL ADDRESS: andrea.miller@kapnick.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Tokio Marine Specialty Insurance Company		23850
INSURED City of Novi 45175 Ten Mile Road Novi MI 48375 CITYOFN-01	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 2092476155**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	U23PKG80430-01	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	U23PKG80430-01	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	U23PKG80430-01	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder and all agencies specified by the Road Commission, as their interest may appear, Owner's Public Liability Insurance shall be an additional insured with reference to the "2023-2024 Winter Maintenance Agreement, Road Commission of Oakland County". A 60 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Road Commission for Oakland County
31001 Lahser Road
Beverly Hills MI 48025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



michigan municipal league
Workers' Compensation Fund

Certificate of Membership Proof of Insurance

The Michigan Municipal League Workers' Compensation Fund, approved by the
Director of the Workers' Compensation Agency as a group self-insurer,
certifies that

Novi City of

Policy Number: 5003710-23

is a member in good standing of the Fund, for the year expiring

June 30, 2024

and as such is approved by the Agency as a self-insured.

Employer's Liability coverage of
\$2,000,000 is included.

Michael J Forster

July 1, 2023

Effective Date

Note: This certificate is proof that your entity has complied with the Workers' Disability Compensation Act by becoming a Member of the Michigan Municipal League Workers' Compensation Fund. Copies of this certificate may be provided to third parties as evidence that the required workers' compensation coverage is in place.



CITY OF NOVI CITY COUNCIL
OCTOBER 9, 2023

SUBJECT: Approval to award a contract to Accurate Parking Lot Services Inc., the sole bidder, for municipal parking lot maintenance services, in an estimated annual amount of \$60,000. The contract term is for one year with three one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$ 60,000 (estimate)
AMOUNT BUDGETED	\$ 15,000 Parking Lot Maintenance – Parks \$ 10,000 Parking Lot Maintenance – Civic Center \$ 15,000 Parking Lot Maintenance – Police \$ 15,000 Parking Lot Maintenance – Fire \$ 5,000 Parking Lot Maintenance – DPW \$ 60,000 Total FY 2023-24 Budget
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-441.20-931.208, 101-441.20-931.265, 101-441.20-931.301, 101-441.20-931.337, 101-441.20-931.442

BACKGROUND INFORMATION:

In 2019, a City of Novi Parking Lot Inventory and Maintenance Plan was completed, which outlined the improvements needed over the next six years on municipal parking lots. The report recommended best practices for maintaining pavements to maximize service life at city-owned parking locations throughout the city. Some service requirements include, but are not limited to crack sealing, asphalt patching, seal coating, and pavement striping.

Novi's preventative maintenance program, in conjunction with other asset improvement programs, is intended to improve the overall quality of all City assets. The objective of this service is to preserve pavement using lower cost rehabilitation

techniques, rather than allowing them to deteriorate beyond a point that requires extensive reconstruction, involving much more effort at a significantly higher cost.

One bid was received and opened on September 15, 2023, following a public bid solicitation period. The bid tabulation is included in the packet. Accurate Parking Lot Services Inc. is being recommended as being in the best interest of the City as it is responsive and complies with all requirements of the bidding instructions. Work is anticipated to begin this fall.

RECOMMENDED ACTION: Approval to award a contract to Accurate Parking Lot Services Inc., the sole bidder, for municipal parking lot maintenance services, in an estimated annual amount of \$60,000. The contract term is for one year with three one-year renewal options.



**NOTICE - CITY OF NOVI
INVITATION TO BID**

MUNICIPAL PARKING LOT MAINTENANCE CONTRACT

The City of Novi will receive sealed bids for **the Municipal Parking Lot Maintenance Contract** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, September 7, 2023** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 Ten Mile Rd.
Novi, MI 48375-3024

All bids must be signed by a legally authorized representative of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "Municipal Parking Lot Maintenance Contract Bid" AND MUST BEAR THE NAME OF THE BIDDER.**

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Tracey Marzonie
Finance Department

Notice Dated: August 23, 2023

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
MUNICIPAL PARKING LOT MAINTENANCE CONTRACT
INSTRUCTIONS TO BIDDERS

This bid is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

Bid Issue Date	August 23, 2023
Last Date for Questions	Thursday August 31, 2023 by 12:00 P.M. Please submit all questions via email to: Tracey Marzonie, Finance Department tmarzonie@cityofnovi.org
Response Due Date	Thursday, September 7, 2023 by 2:00 P.M.

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed three (3) times in one (1) year increments at the same terms and conditions of the original contract.

BID SUBMITTALS

Provide **one (1)** unbound signed bid marked as ORIGINAL. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE BID/ADDENDA

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City

may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such bid.

To be considered, sealed bids must arrive at City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR BID IS PROHIBITED.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

CONTRACT AWARD

The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi. After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

VENDOR DISQUALIFICATION

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
 - (a) Failed to provide the service or supplies required;
 - (b) Provided the service or supplies in an untimely manner causing delays and interference;
 - (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
 - (d) Exhibited poor quality of performance in delivering the service;
 - (e) Delivered poor quality of goods;
 - (f) Failed to comply with laws and ordinances relating to the contract performance;
 - (g) Defaulted on its quotations;
 - (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
2. Vendors who are listed on the Excluded Parties List System at www.sam.gov

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

NOTICE TO BIDDERS

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN PAYMENTS OR PREPAYMENTS

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

INVOICING

Contractor will email invoices to the designated City representatives only after the work has been completed. Invoices will be reviewed for accuracy before being submitted to Finance for payment.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point-by-point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the bidder certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other Competitor; and
- (b) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (a) He/She is the person in the bidder's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (b) He/She is not the person in the bidder's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above , and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.



CITY OF NOVI
MUNICIPAL PARKING LOT MAINTENANCE CONTRACT
SPECIFICATIONS

OVERVIEW

The City of Novi is soliciting bids from qualified contractors for municipal parking lot maintenance for various locations throughout the community. These services will be awarded to one contractor. The contract amount is approximately \$60,000.00 annually. This budget may increase, decrease or be eliminated in future fiscal years.

SCOPE OF WORK

Services shall include all labor, materials and equipment required for performing municipal parking lot maintenance at locations indicated by the City of Novi. Any utilities encountered or damaged will be considered incidental to the work and additional compensation will not be allowed. The Contractor will be responsible for calling MISS DIG before the work can begin. The Contractor shall provide a written estimate within fourteen (14) days of the City's request. All repair work shall be completed within thirty (30) days of receipt of the work order. A majority of the work may be on weekends and holidays during facility shutdowns. The Contractor must be flexible while scheduling work with the City.

A. Crack Filling

- a. Crack filler shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall prevent water from entering the crack or void.
- b. Equipment used to install the sealant shall be as specified by the manufacturer and shall have the ability to maintain the proper temperature of the sealant throughout the sealing process.
- c. All cracks or joints that are greater than one-quarter (1/4) inch shall be properly prepared and sealed using the manufacturer's specifications.
- d. No sealant shall be installed unless the ambient and pavement temperature are forty (40) degrees and rising. There shall be no fog and no chance of rain. If rain or fog delays the sealing operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may

have been washed into the cracks or joints. The cracks and joints shall be completely dry before the seal treatment can resume. The vendor may use the Hot Compressed Air Lance method of cleaning and drying the cracks and joints with the approval of the Field Operations Manager or their designee.

- e. All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, and organic material by using high-pressure air. All cracks and joints are to be clean and sufficiently dry before any crack sealing material is applied. All old material and other debris shall be removed from the pavement surface immediately. Any cracks and joints that are not sealed the same day, they are prepared, shall be blown out with high- pressure air before the sealing operation continues. The vendor shall limit the amount of dust created from this operation.
- f. The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures, and within the temperature range recommended for application by the manufacturer.
- g. The sealant shall be applied in the crack or joint uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The final level of the sealant shall be even with the surface of the asphaltic concrete. At no time shall the sealant be recessed more than one-eighth (1/8) inch below or raised one- sixteenth (1/16) inch above the adjacent surface. At no time shall the sealant overburden be more than two (2) inches from the crack or joint edges.
- h. Overband shall only be used when working in open parking lots. When working adjacent to the concrete curb the sealing shall be a flush / pencil seal.
- i. The Contractor shall pre-fill cracks deeper than 3" with backer rod to conserve material.
- j. The Contractor shall use water to cool the material allowing immediate drivability.

B. Line Striping

- a. The ability to complete the line striping without utilization of a sub-contractor is preferred. If a Sub-Contractor is used with the consent of the City striping shall coincide with the repairs/work.
- b. Allow final coat of pavement sealer to dry 24 hours prior to applying water-based acrylic.
- c. Paint striping shall be installed to match existing, with the exception that accessible parking spaces shall be installed to meet the most current ADA requirements. Van accessible spot(s) shall be installed per ADA requirements.
- d. The paint used for parking lot striping shall be a water-based acrylic.
- e. The striping shall include all markings within the parking lot and driveways (i.e., crosswalks, handicap symbols, stop bars, etc...).
- f. All work shall be performed in accordance with, but not limited to, the requirements of latest edition, at the time the work request is issued to the Contractor, of the Americans with Disabilities Act Facilities Compliance Guide.

Must have the ability to remove existing lines upon request using the following techniques. The Field Operations Manager will determine the appropriate application.

- i. Using a mechanical grinder with a minimum width of 4 inches. This process shall not exceed a depth greater than 1/8".
- ii. Using black 100% acrylic marking paint to cover existing lines.
- iii. Sandblasting

C. Removal and Replacement of Parking Lot Paved Surfaces and Non-Motorized Pathways.

- a. All potholes shall be repaired before the crack seal is applied.
- b. Full Replacement - Saw cut the existing asphalt a minimum of 6" past the pothole and associated cracking in all directions. All saw cuts shall be performed, leaving only square or rectangular shaped repairs; jagged or misshaped repairs shall be rejected, at no additional cost to the City.

- c. Partial Replacement – Remove the top 1.5" to 2" of wearing course asphalt. A new layer of wearing asphalt shall be installed on top of the leveling course. The Contractor shall use a self-propelled cold planer or a cold planer attachment mounted to a skid steer. The planer must have a minimum working width of 10 inches.
- d. The Contractor shall remove the asphalt and any loose material. The area shall be filled with compacted hot mix asphalt. Once the asphalt has been properly compacted, the result of the installation shall provide even transitions. No more than one-quarter (1/4) inch difference in height shall be allowed for the transition between the patch area and the adjacent surface. The Contractor may be required to make large repairs using a paver.

D. Contractor Responsibilities

- a. The Contractor shall be duly licensed and/or certified by the appropriate authorities to perform the work that is bid upon.
- b. All vehicles performing work shall be properly identified, licensed, and display a professional appearance. All vehicles performing work within the City rights-of-way must meet all OSHA and MIOSHA safety requirements.
- c. Contractor shall be responsible for any damages that occur while executing this contract and shall report them by email to the Field Operations Manager, or their designee, prior to billing.
- d. Furnish all manpower and machinery and payments of and for same, holding the City of Novi free of liens or encumbrances upon present and future payments made by the City to the Contractor.
- e. The Contractor shall contact City staff daily by phone or email no later than 8:00 a.m. with a list of work completed the day before as well as the current day's schedule.
- f. The Contractor shall contact City staff daily by 2:00 p.m., to inform of the progress made and what should be completed. This is to ensure proper internal communications.
- g. The Contractor shall conform to all applicable Federal, State and Local laws.
- h. The Contractor shall provide a complete and up-to-date list of the commercially recognized equipment to be used. A site visit to inspect equipment may be made by the City prior to awarding the

bid. Failure to pass City inspection of equipment may be cause for disqualification from further consideration of bid.

- i. The Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall wear safety shoes and uniforms at all times.
- j. Uniform must clearly show the name of the contractor. All work shall be performed in a professional, courteous, work person-like manner.
- k. The Contractor's equipment and general safety precautions must meet or exceed all OSHA and MIOSHA requirements. All persons doing work for the City shall be equipped with the proper safety equipment as needed/ required (i.e., safety glasses, safety vests, hard hat, and face shield). The City may exercise the right to remove any employee from the performance of his/her work should an obvious violation be apparent.
- l. The Contractor shall submit an estimated quote within fourteen (14) days of receipt of work requested and must have a written authorization from the Field Operations Manager or their designee prior to starting the approved work.

CLEANUP AND SITE RESTORATION

The contractor shall be responsible for the removal and disposal of all materials, forms, and the restoration of all lawn areas and irrigation systems disturbed during construction activities. Lawn areas shall be consolidated to prevent settling, restored with black dirt, sod in areas where sod was removed, seed and mulch.

TYPE OF WORK / ESTIMATED QUANTITIES

This work is a maintenance contract and may require the successful bidder(s) to mobilize multiple times each year. The total amount of work to be performed under the terms of this contract is unknown. To assist the contractors in preparing their bids we have included municipal locations along with site maps. The contractor will be paid only for work actually completed, and the City cannot guarantee any minimum amount of work.

Municipal Lots	Address
Novi Civic Center	45175 Ten Mile Rd. Novi, MI 48375
Novi Police Headquarters East Lot	45125 Ten Mile Rd. Novi, MI 48375
Novi Police Headquarters West Lot	45125 Ten Mile Rd. Novi, MI 48375
Novi Public Library	45255 Ten Mile Rd. Novi MI 48375
Novi Gun Range	26350 Lee BeGole Dr. Novi, MI 48375
Novi Fire Station #1	42975 Grand River Ave. Novi, MI 48375
Novi Fire Station #2	1919 Paramount Novi, MI 48377
Novi Fire Station #3	42785 Nine Mile Rd. Novi, MI 48375
Novi Fire Station #4	49375 Ten Mile Rd. Novi, MI 48375
Novi Fire Station #5	25804 Beck Rd. Novi, MI 48374
Novi DPW Exterior Parking	26300 Lee BeGole Dr. Novi, MI 48375
Novi DPW Interior Parking	26300 Lee BeGole Dr. Novi, MI 48375
Pavilion Shore Park East Lot	43390 Thirteen Mile Rd. Novi, MI 48377
Pavilion Shore Park West Lot	43390 Thirteen Mile Rd. Novi, MI 48377
Ella Mae Power Park	45175 West Ten Mile Rd. Novi, MI 48375
Rotary Park	22220 Roethel Dr. Novi, MI 48375
ITC Community Sports Park	51000 Eight Mile Rd. Northville, MI 48167
Lakeshore Park	601 S. Lake Dr. Novi, MI 48375
Village Wood Lake Park	40944 Village Wood Rd. Novi, MI 48375
Novi Dog Park	42390 Nick Lidstrom Dr. Novi, MI 48375
Villa Barr Art Park	22600 Napier Rd. Novi, MI 48374
Bosco Fields	47481 Eleven Mile Rd. Novi, MI 48374
Wildlife Woods Park	26442 Wixom Rd. Novi, MI 48375

FEE STRUCTURE

- a. A completed Bid Form shall be submitted for consideration of future projects. Following receipt of all bids, the City will evaluate the bidder's qualifications & pricing.

CONTRACTOR EXPERIENCE

The Contractor must provide a list of municipal client project references.

SUBCONTRACTING OF WORK

Work under this contract shall not be sub-contracted without the written authorization of the City of Novi.

STORAGE OF EQUIPMENT AND MATERIALS

The Contractor will not store equipment or materials on City of Novi properties. Materials will not be deposited or stored on streets and sidewalk overnight. If materials are temporarily stored on streets during the day, the Contractor will provide necessary barricading to protect the public.

CONTRACTOR SELECTION

The contract will be awarded to the responsible, responsive bidder(s) whose bid(s), conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with contractor, delivery, and other factors will be considered in the evaluation process and award of contract.

SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing the contracted service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery: <http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City

4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from

the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.

2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. 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.

CONTRACT FOR PARKING LOT MAINTENANCE

This Agreement 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, 45175 Ten Mile, Novi, Michigan 48375 "City", and _____, whose address is _____, "Contractor."

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in "Exhibit A", which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and paying for, and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits.

Bonds and Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the Bid Specifications, which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment, performance, and maintenance bonds as required, in a form acceptable to the City.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within 30 days of the Effective Date of this Contract. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor based on unit pricing included in Exhibit A, payment to be made after satisfactory completion of the work and within thirty (30) days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf 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 City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

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

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.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

SAMPLE AGREEMENT

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

City: Victor Cardenas, City Manager and Cortney Hanson, City Clerk

Contractor:

Contract Term. The Contract Term shall be as set forth in the attached Exhibit A.

Contract Termination. The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

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.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESSES AND DATES
OF SIGNATURES:

CONTRACTOR

Date: _____

By:
Its:



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

MUNICIPAL PARKING LOT MAINTENANCE CONTRACT

Failure to answer all questions could result in rejection of your proposal.

Name of Firm Accurate Parking Lot Services, Inc.
Address 7091 Winding Brook Court
City, State Zip West Bloomfield MI 48322
Telephone 248-626-0072 Fax 248-313-9523
Cell 586-929-5482
Agent's Name (please print) Jason Gold
Agent's Title President
Email Address vballjmg@aol.com
Website N/A

1. Organizational structure: Corporation, Partnership, etc. Corp.
2. Firm established: 1988 Years in business: 36
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No ☒ Yes ☐ Reason: _____
4. Under what other or former names has your organization operated?
Accurate Striping Services, Inc.
5. How many full-time employees? 2 Part-time? 3
6. Are you able to provide insurance coverage as required by this bid? Yes

7. List the scope of services (type of work) you are able to perform.

Layout and Striping, Restriping,
Hot Rubber Crack Fill, Sealcoating,
Asphalt Repairs - Hot and Cold
Patching and Paving, Catch Basin
Rebuild, Parking Lot and Traffic
Control Signage, Guard Posts, Bumper Blocks

8. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years' of experience, full/part time, on-call availability, qualifications, and experience.

DL Jason Michael Gold, President
6430373603528
30 years, Full Time, on-call
John Jones III, Foreman
24 years. Full time

9. List equipment, tools, and all other resources available to your firm to perform this contract:

Work Trucks and trailers, striping machines, machine scarifier, Asphalt + Hot Rubber equipment

10. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

12 Oak Mall - Mark Newman
Briarwood Mall - Mike Ewald
West Bloomfield Schools - Ted Stinson
Langhorne Schools - Joe Vitali
Frankel Associates - Stanley Frankel
Somerset Inn Hotel - Duane Swanson

11. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company City of Madison Heights
Address 801 Ajax Dr., Madison Heights
Phone 248-589-2294 Contact name Sean Ballantine

Company Lamphere Schools
Address 31600 Aghello Drive, Madison Heights, MI 48071
Phone 810-459-2552 Contact name Joe Vitali

Company Frankel Associates Suite 900
Address 2301 W. Big Beaver Road, Troy MI 48064
Phone 248-649-2600 Contact name Stanley Frankel

12. Claims and Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No ☒ Yes ☐

13. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: Jason M. Gold

Representative's Name (please print) Jason M. Gold

Date 091203



CITY OF NOVI
MUNICIPAL PARKING LOT MAINTENANCE CONTRACT

BID FORM

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

Novi Civic Center		
Pay Item	Pay Unit	Unit Price
Striping – Paved Surfaces	Lump Sum	\$ 2,950
Striping Layout Fee – As Requested	Lump Sum	\$ 500
Novi Police Station		
Pay Item	Pay Unit	Unit Price
East Lot - Striping - Paved Surfaces	Lump Sum	\$ 1,000
East Lot - Striping Layout Fee – As Requested	Lump Sum	\$ 400
West Lot - Striping - Paved Surfaces	Lump Sum	\$ 425
West Lot - Striping Layout Fee – As Requested	Lump Sum	\$ 350
Novi Police Gun Range		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee – As Requested	Lump Sum	\$ 450
Novi Public Library		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 10,000
Striping - Paved Surfaces	Lump Sum	\$ 2,100
Striping - Striping Layout Fee – As Requested	Lump Sum	\$ 500

Novi Fire Station #1		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 200
Novi Fire Station #2		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 200
Novi Fire Station #3		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 200
Novi Fire Station #4		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 575
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 300
Novi Fire Station #5		
Pay Item	Pay Unit	Unit Price
Seal Coating	Lump Sum	\$ 1,500
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Novi Department of Public Works		
Pay Item	Pay Unit	Unit Price
Exterior - Striping - Paved Surfaces	Lump Sum	\$ 1450
Exterior - Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 450
Interior - Striping - Paved Surfaces	Lump Sum	\$ 850
Interior - Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 925

Pavillion Shore Park- East Lot		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Pavillion Shore Park- West Lot		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 425
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Ella Mae Power Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 925
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 500
Rotary Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 450
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
ITC Community Sports Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 1,600
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 550
Lakeshore Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 1550
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 750
Village Wood Lake Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 425
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250

Novi Dog Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 425
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Villa Barr Art Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 425
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 250
Bosco Fields		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 475
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 325
Wildlife Woods Park		
Pay Item	Pay Unit	Unit Price
Striping - Paved Surfaces	Lump Sum	\$ 475
Striping - Striping Layout Fee - As Requested	Lump Sum	\$ 350

General Maintenance		
Pay Item	Pay Unit	Unit Price
Overband	Per lb	\$ 1.15
Flush Seal / Pencil Seal	Per LF	\$ 1.35
Joint Seal	Per LF	\$ 1.25
Pavement Repair / Full Replacement	Per Sq. Ft.	\$ 15
Pavement Repair / Partial Replacement	Per Sq. Ft.	\$ 6
Striping removal / sandblasting	Per LF	\$ 1.99
Remove & Reinstall Parking Blocks	Per Block	\$ 175

ADDITIONAL CHARGES (Any and all potential additional charges must be disclosed. The City will not pay any additional charges if they are not listed here, or attached on an additional sheet).

COMMENTS: _____

We acknowledge receipt of the following Addenda: _____
(please indicate numbers)

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS BID SUBMITTED BY:

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Representative's Name _____

Representative's Title _____

Authorized Signature _____

E-mail _____

Date _____



CITY OF NOVI CITY COUNCIL
OCTOBER 9, 2023

SUBJECT: Approval of License Agreement with Charge EV, LLC. To install an EV charging pedestal at the Nov Library. Final form and agreement to be decided by the City Attorney and City Manager

SUBMITTING DEPARTMENT: City Manager's Office

BACKGROUND INFORMATION:

In 2010-11, the City installed two EV charging stations on municipal grounds. One located at the Police Station, and the other at the Novi Library. After about five years it was decided to remove the location at the Police Station due to low usage. Over the years the City began to experience service interruptions with the Library location and ultimately could not access the interface to service the remaining station. Calls for service with the operator Charge Point, a nationwide electric vehicle (EV) charging company, went unanswered. Ultimately, it was decided to remove the remaining pedestal as one of the chargers stopped working.

The City was approached by a local GM dealership participating in the General Motors Dealer Community Charging Program, whose goal is to expand charging station accessibility. GM's program is facilitated through Charge EV LLC, a Michigan-based electric vehicle (EV) charging company. The City and EV LLC began conversations about re-installing a Level 2 charger at the Library. Similar to the agreement previously held with Charge Point, Charge EV, LLC., License Agreement will continue electric vehicle charging services for current Novi residents at the Novi Public Library while bolstering visibility. The City of Novi will grant Charge EV LLC (CEV) a license that will permit the installation and maintenance of electric vehicle chargers.

Per the Agreement, CEV is responsible for the EV chargers, and the City of Novi will not be liable for any damages unless the damages are caused by the City of Novi's gross negligence. CEV will install the electric vehicle chargers, a transformer, and the utility transmission lines needed to operate the electric vehicle chargers. The chargers to be installed are two Level 2 chargers connected to one pedestal, similar to what the City previously had. Users will be charged no more than 150% of the cost of delivered power (\$10.00 - \$30.00 per full charge, on average 7 – 15 hours). Per the

agreement, CEV shall share revenue of \$0.03 per kilowatt-hour, payable on the tenth day of each quarter of the year, \$0.05 following a renewed contract.

Having a Michigan-based EV charging company will make for more effective communication between the City of Novi and Charge EV, LLC, eliminating the previous problems plaguing the agreement with Charge Point.

RECOMMENDED ACTION: Approval of License Agreement with Charge EV, LLC. To install an EV charging pedestal at the Nov Library. Final form and agreement to be decided by the City Attorney and City Manager

CHARGE EV, LLC. CHARGING STATION LICENSE AGREEMENT

This Charging Stations Agreement (the “**Agreement**”) is effective as of the date signed by **HOST** (the “**Effective Date**”) by and between (“**Host**”), **City of Novi, 45175 W. Ten Mile Road, Novi, Michigan 48375** and Charge EV, LLC. (“**CEV**”), a Michigan company with its principal place of business located at 15045 Dixie Hwy, Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Host has possession and title of property located at **45255 W. Ten Mile Road, Novi, Oakland County, State of Michigan, having Tax Parcel ID No. 50-22-27-100-03**, (“**Site**”). Host has agreed to allow CEV access to and the right to install and maintain electric vehicle chargers (“**EV Chargers**”) under the terms of this License, to the area outlined in red on **Exhibit A** and referred to as (the “**Premises**”) which CEV has accepted. The EV Chargers will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. USE OF LICENSED PREMISES:

Host hereby grants to CEV a license to install and maintain EV Chargers at the locations contained in **Exhibit A (the “Premises”)**, upon which CEV shall install the EV Chargers, subject to the requirements of this License includes the right to install a transformer and utility transmission lines necessary to operate the EV Chargers, subject to Host’s right to designate the route to be utilized. Host reserves all powers it has under applicable local, state or federal law to regulate the Premises. CEV shall be subject to all present and future ordinances of Host.

2. INITIAL INSPECTION:

A. Early Access. Beginning on “**Effective Date**” (“**Initial Inspection Start Date**”) CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “**Inspection Period**”).

B. Application for Permits. During the Inspection Period, CEV shall apply and pay for all required permits or approvals required for CEV’s construction of the improvements on, and CEV’s use of, the Premises (collectively, the “**Permits**”).

C. Right to Terminate. If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV’s proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 20 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.

3. INSTALLATION:

Upon acceptance of the Premises, CEV shall, at its sole expense, install the EV Chargers.

4. EQUIPMENT:

It is estimated that **(1) Pedestal and (2) Level 2 Chargers** will be installed on the Premises. The Parties may adjust these numbers up or down after a final site review. CEV can elect to change the equipment for equivalent equipment depending on utility support transformer and supply chain availability. City shall have the right to approve the equivalent equipment, with such approval not to be unreasonably withheld. The equipment may contain advertising that is in harmony with decency and good taste of the community and is approved by the Host. The Host maintains full discretion and reserves the right in its sole discretion to reject any ad for any reason. If the equipment displays video and/or sound, CEV shall comply with the applicable requirements in the City's zoning ordinance for signs.

5. COMMENCEMENT DATE:

The date that the EV Chargers open to the public (the "**Commencement Date**") shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond CEV's control delay the installation, despite the best efforts of CEV. CEV shall provide written notice of the Commencement Date to Host pursuant to Section 20 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

6. TERM:

A. The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the "Initial Term"). Thirty (30) days prior to the expiration of the Initial Term, the Parties may elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the "Renewal Term" and together with the Initial Term, the "Term"). Following the Renewal Term, any further renewals will be subject to mutual agreement between CEV and Host and may be of any duration agreed upon by the Parties. In the event Host wishes to sell or transfer of the Premises by Host while the Agreement is in effect, Host shall either assign this Agreement to the prospective buyer, which assignment shall be effective upon the sale or transfer of the Premises or terminate this Agreement in accordance with Section 7 below. Host grants exclusive EV charging stations to CEV within the parcel ID number location(s) identified in this Agreement.

7. EARLY TERMINATION:

A. If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, CEV shall have the right to terminate this Agreement by providing Host written notice (the "Termination Notice") pursuant to Section 20 of this

Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of CEV's termination of this Agreement ("Termination Date"). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that CEV shall pay all monies owed pursuant to Section 11 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.

B. If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 20 of this Agreement (the "Termination Notice"), specifying the effective date of Host's termination of this Agreement.

i. Any termination without cause by the Host prior to the end of the one hundred and twentieth (120th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV may have received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the Electrical Service Equipment, Electrical Infrastructure, Charging equipment, Utility equipment, decommissioning of equipment, bollards, foundations and EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.

ii. Host may terminate for cause without penalty as outlined below in (1), (2), and (3):

(1) In the event Host has not received payment under the terms of Section 11 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 20 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the receipt of Host's notice, Host may terminate the Agreement for cause and without penalty.

(2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 20 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV has failed to repair or replace the EV Chargers within thirty (30) days of receipt of Host's notice, host may terminate the Agreement for cause and without penalty.

(3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition.

D. The indemnity responsibilities as described in Section 15 of this Agreement survive termination.

8. UTILITIES:

CEV, if owning the utility, agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay Host directly if service is owned by the Host company. In the event that utility services are disrupted and Host becomes aware of such disruption, Host shall use its best efforts to quickly notify CEV as soon as possible of the disruption. If CEV is using utility service from Host, Host shall provide CEV with a utility statement showing amount per kWh charged for reimbursement of utility cost. Usage will be reported on a quarterly basis with payment. CEV shall provide reimbursement to Host within 30 days of receipt of the utility statement from Host.

9. USE:

CEV shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by CEV shall comply with applicable codes, laws, and ordinances.

10. CHARGING RATES:

CEV shall not charge over 150% above the cost of delivered power.

11. PAYMENT FOR CHARGING SERVICES:

CEV shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable on the tenth day of each quarter of the year. If the Term is renewed pursuant to Section 6 of this Agreement, during the first Renewal Term, CEV shall pay a quarterly revenue share to Host in the amount of \$0.05 per kilowatt-hour, payable on the tenth day of each quarter of the year. Payments shall be made via check unless otherwise agreed to by the Parties. CEV shall provide Host with a quarterly statement to show the operational/utilization data of the EV Chargers including the number of kilowatts delivered, the number of visits, the duration of each charge and the downtime when an EV Charger is not operational. CEV shall not collect personal data concerning the owners of the vehicles being charged.

12. MAINTENANCE:

CEV shall be responsible for maintaining the EV Chargers and Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Host's gross negligence or willful misconduct. CEV shall provide regularly scheduled inspections and preventative maintenance on the EV Chargers and regularly update software and maintain the EV Chargers to avoid excessive downtime. The exterior of the EV Chargers,

including the cables and electronic interface shall be maintained in a clean manner, free from dirt and grime. The cables shall be mechanically sound with no cracks or cuts. Notwithstanding the foregoing, Host must maintain the Premises and common areas of the Premises. Host agrees to ensure that charging stalls remain available as much as is reasonably feasible during any parking lot maintenance by Host. CEV may request Host to provide footage from its security cameras should it have a reason to believe there has been improper use or damage to the EV Chargers by the users. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

13. HOST COVENANTS:

Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Host. Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers, except as necessary for Host to satisfy its obligations as a government entity. Host agrees to notify CEV within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers (“Dedicated Stalls”), thereby impairing use of the Dedicated Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired. CEV shall not be responsible for any consequential or delay claims and damages arising out of the sites in any fashion regardless whether or not said claims are foreseeable.

14. SIGNAGE:

CEV signage to be installed at the Premises is represented in **Exhibit B** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit B** shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at CEV’s expense.

15. INDEMNIFICATION:

Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its elected and appointed officials, employees, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to CEV’s use of the Premises. CEV shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for CEV at or for use on the Premises.

16. DESTRUCTION:

Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 20 of this Agreement within thirty (30) days of such destruction.

17. INSURANCE:

CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. CEV shall include the City of Novi, its elected and appointed officials, employees and agents as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.

18. PUBLICITY:

Neither Party will use the other Party's name, trademark or logo without the other Party's prior written consent.

19. ENVIRONMENTAL MATTERS:

To the best of Host's knowledge, Host believes that the Premises shall be delivered free of environmental contamination. CEV shall have no liability for any environmental contamination unless caused by CEV, its agents, employees or contractors.

20. NOTICES:

All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Host and CEV may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

HOST, to:

Contact Name: Victor Cardenas
Position: City Manager
Address: 45175 Ten Mile Road, Novi, MI 48375
Email: vcardenas@cityofnovi.org

CEV, to:

Contact Name: Duane Lobbestael
Position: President
15045 Dixie Hwy Ste A, Holly, MI 48442
Email Address: duane@statecontractingus.com

21. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and shall inure to the benefit of Host and CEV and their respective successors and assigns.

22. ARBITRATION:

If a dispute arises out of or relates to this Contract or the breach thereof or otherwise, and if the dispute cannot be settled through direct discussions the parties agree to first endeavor to settle the dispute by mediation under the construction industry mediation rules of the American Arbitration Association or privately before having recourse to arbitration. Thereafter, any remaining claims or disputes arising out of, or relating to, this Contract or the breach thereof may be decided by arbitration in accordance with the most current Construction Industry.

23. GOVERNING LAW, JURISDICTION AND VENUE:

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Oakland County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

24. VOLUNTARY AND INFORMED EXECUTION:

The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

25. AMENDMENT:

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

26. SEVERABILITY:

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the

court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written below.

Charge, EV, LLC.

BY: Duane Lobbestael
Its: President

City of Novi:

By: Victor Cardenas
Its: City Manager
Effective Date

EXHIBIT A
THE PREMISES



22-27-100-003

22-27-100-003

Ten Mile Rd

22-27-100-009

**EXHIBIT B SIGNAGE
CHARGING
STATIONS**

12" x 18" sign



EV Charging Parking Spaces will be clearly signed and striped to indicate reserved spaces. Post height will be no taller than 72"h, Panel sign will be 12" w x 18"h x .125" d

Ultium Charge 360: Charging Networks

DEALER COMMUNITY CHARGING PROGRAM

UP TO

40,000

DESTINATION
CHARGERS

- Aims to
 - Accelerate EV adoption across US & Canada
 - Enhance experience for GM EV owners
- Utilize the strength of the GM Dealer network

How the Dealer Community Charging (DCC) Program Works



Dealer finds the Site Host in their community – Start NOW!

Site Host &/or dealer can utilize local electrician for install (needs to meet guidelines)

GM may refer turnkey installers to assist with installation (optional)

GM administers program and may provide testimonials, support, resources throughout the process

Community

- Site Host
- Potential EV infrastructure subsidies

Dealer

GM

Dealer Community Charging Program Guidelines: Eligible Charger Locations



- Dealers must place chargers within their sales territory
- Locations must meet the program's guidelines (Dealership premises are ineligible)
- Dealer may allocate charging stations to multiple locations; a minimum of 2 per location
- Locations must be visible, well-lit, and easily accessible



Schools, universities,
colleges



Sports, leisure, &
entertainment venues
(hotels, concert halls,
parks, country clubs)



Multi-unit dwellings
with first floor retail



Retail sites (shopping
malls, grocery stores)

DCC - Program Hardware

Level 2 Charging Station

- AC Level 2 Charger - 19.2 kW
- Dual pedestal format (2 chargers per pedestal)
- LTE connectivity enabling
 - Proactive monitoring and software updates
 - Dedicated owner's web portal for monitoring chargers
- Ultium branded top sign with dealership logo
- Pedestal with custom QR codes & Steps
- Cable management system



For illustration purposes only, charger setup may be subject to change at any time. Simulated image shown.

DCC - Charging Stall Design

- Chargers shall be installed in the dual (side-by-side) format similar to either Figure 1 or Figure 2.
- It is strongly recommended that Site Host mark (e.g. paint) and enforce the parking spaces as “EV Parking Only.”
- Chargers must be in a well-lit area, easily accessible and ideally, ADA compliant

Figure 1

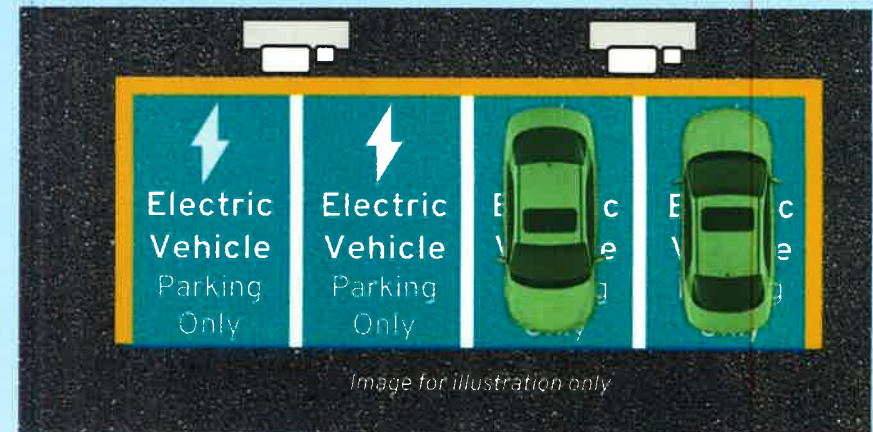


Figure 2



For illustration purposes only

Who pays for what?

3-Part Investment

- Chargers
- Shipping

GM

ultium 
charge 360

- Pedestals
- Cable Mgmt
- Dealer Branding
- Network/Maint
- Warranty

Dealer



- Installation
- Permitting
- Electricity

Site Host





CITY OF NOVI CITY COUNCIL
OCTOBER 9, 2023

SUBJECT: Approval of a License Agreement with the Board of County Election Commissioners for Oakland County for the use of the Novi Civic Center for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

In November 2022, voters approved Proposal 2022-2 which contained a requirement to conduct early voting in statewide and federal elections. The City of Novi is partnering with Oakland County for the upcoming November 7, 2023 election to pilot the early voting process. This License Agreement outlines the terms of utilizing the Civic Center as the early voting site.

RECOMMENDED ACTION: Approval of a License Agreement with the Board of County Election Commissioners for Oakland County for the use of the Novi Civic Center for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.

License Agreement

City of Novi ("Licensor") hereby grants a license for use of its property as set forth herein to:

Name of Entity or Person ("Licensee"): Board of County Election Commissioners for Oakland County

Address: 1200 N. Telegraph, Pontiac, Michigan 48341

Contact Person: Joseph Rozell, Director of Elections for Oakland County

Telephone Number: 248-452-2276

E-Mail Address: rozellj@oakgov.com

For and in consideration of the issuance of this license, the Parties agree to the following terms and conditions:

1. **Use of Property.** Licensee may only use the property described below for the purposes set forth in this Agreement.
 - 1.1. **Property.** Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375. ("Property")
 - 1.2. **Use.** The Property shall only be used as an Early Voting Site pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq* during the nine days of early voting at the election dates specified in Michigan Election Law (the "Election Dates") and up to two days before and up to three days after early voting at the Election Dates to allow for equipment setup and equipment removal.
 - 1.3. **Term of Agreement.** This Agreement shall begin on the date this Agreement is fully executed ("Effective Date"), and notwithstanding a license generally being terminable at the will of the Licensor, it shall terminate on December 1, 2024 so as to cover more than one election cycle, however, Licensee may only occupy the Property during the nine days of early voting at the Election Dates and up to two days before and up to three days after early voting at the Election Dates to allow for equipment setup and equipment removal.
 - 1.4. **Fee.** Licensee shall pay Licensor \$7,490 for each election in which the Property is used as an Early Voting Site which shall be governed by the Parties' Agreement for Election Services as applicable.
 - 1.5. **Condition of Property.** During this Agreement, Licensee shall keep the Property in good order, in a clean and safe condition, and free of trash. Except for normal wear and tear, Licensee's use of the Property shall not cause damage to the Property. Licensee is responsible for putting all trash and debris into the appropriate indoor receptacles.
 - 1.6. **Condition of Property upon Termination of Agreement.** Except for normal wear and tear, at the expiration or termination of this Agreement, Licensee shall leave or return the Property in the same condition that Licensee found it.

- 1.7. **Compliance with Law.** Licensee, including its employees, agents, volunteers, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.
- 1.8. **Signs/Advertisement.** Licensor shall permit political signage to be held by individuals on the Property during the period for early voting, provided that the signage is not placed within 100 feet of the entrance used by voters. The Election Inspectors responsible for the Early Voting Site shall be responsible for the enforcement of the 100-foot requirement.
- 1.9. **Alterations, Additions, Changes to Property.** Licensee shall not make any alterations, additions, or changes to the Property, without the prior written approval of Licensor.
- 1.10. **Property "AS IS".** LICENSEE ACCEPTS THE PROPERTY "AS IS." LICENSEE ACKNOWLEDGES THAT LICENSEE HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
- 1.11. **No Smoking.** Smoking is prohibited on the Property.
- 1.12. **Alcohol Use on Property.** Licensee shall not sell or consume or allow anyone to sell or consume alcoholic beverages on the Property.
2. **Licensee Responsibilities.**
 - 2.1. The Licensee shall coordinate the delivery of the necessary voting equipment and supplies on the Thursday or Friday prior to the start of early voting.
 - 2.2. The Licensee shall coordinate the removal of the voting equipment and supplies on the Monday or Wednesday after the end of early voting.
3. **Licensor Responsibilities.**
 - 3.1. The Licensor shall provide access to a clean space for the conduct of early voting and access to clean restroom facilities to be used by Election Inspectors and voters.
 - 3.2. The fee paid to the Licensor under Section 1.4 shall be exclusive and Licensor shall not surcharge Licensee for any additional costs such as electricity or water.
4. **Liability/Assurances.**
 - 4.1. **Damage to Licensor's Property/Facility.** Licensee shall be responsible for any damage to the Property that is caused by Licensee, its employees, agents, volunteers or subcontractors. If such damage occurs, Licensor may make the necessary repairs and/or replacements or cause a third party to make the necessary repairs and/or replacements. Licensee shall reimburse Licensor the costs for repairing and/or replacing such damage to the Property. Licensor shall invoice Licensee for such costs and Licensee shall pay such costs within thirty (30) days of receiving the bill.

- 4.2. **Damage to Licensee's Property.** Licensee shall be solely and entirely liable and responsible for any loss or damage resulting from fire, theft or other means to its personal property located, kept, or stored on the Property.
- 4.3. **Liability for Claims.** Licensee shall be solely liable and responsible for any claims asserted by Licensee's employees, agents, volunteers or subcontractors occurring at or on the Property, which arise out of Licensee's use of the Property.
- 4.4. **Reservation of Rights/Limitation of Liability.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- 4.5. **Survival.** Section 4 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.
5. **Insurance.** Oakland County is self-insured and will provide a self-insurance certificate for use of the Property.
6. **Termination.**
- 6.1. This Agreement shall terminate automatically at the end of its term.
7. **No Interest in Property.** Licensee, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. Licensee has not, does not, and will not claim any such title, interest, or any easement over the Property.
8. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
9. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
10. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.
11. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
12. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
14. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property

and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than are herein set forth, except the Parties' Agreement for Election Services as applicable.

15. **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to the duties and responsibilities contained herein.

APPROVED AND AUTHORIZED BY LICENSEE:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY LICENSOR:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE



**CITY OF NOVI CITY COUNCIL
OCTOBER 9, 2023**

SUBJECT: Enter Executive Session immediately following the regular meeting of October 9, 2023, in the Council Annex to discuss property acquisition.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of October 9, 2023, in the Council Annex to discuss property acquisition.



CITY OF NOVI CITY COUNCIL
OCTOBER 9, 2023

SUBJECT: Approval of claims and warrants – Warrant 1141

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION:

Per Section 8.10 of the City's charter all funds drawn by the treasury department must be approved by City Council. This approval occurs through a warrant system and appears on all City Council's agenda. The most recent Warrant, #1141 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1141

CITY OF NOVI
Warrant 1141
Monday, October 9, 2023

Check	Vendor Name	Description	Amount
184583	ALLICK, STEVE	OPERATING SUPPLIES (HIDTA)	2,245.00
184584	BORIEO, SANDRA	PROFESSIONAL SERVICES (HIDTA)	1,872.00
184585	OAKLAND COUNTY NARCOTIC ENFORCEMENT	ACCOUNT 23-505-F (HIDTA)	1,457.20
184586-184625	DTE ENERGY	ELECTRICITY	41,708.54
184626	DTE ENERGY	STREET LIGHTING	3.62
184627-184634	DTE ENERGY	ELECTRICITY	7,758.78
184635	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
184636	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
184637	123NET, INC	BLDG. BOND REFUND (ESCROW)	1,500.00
184638	A AND R PLUMBING LLC	BUILDING MAINTENANCE (FACILITIES, PARKS MAINT)	3,309.10
184639	ABRAHAM, SMITHA	WITNESS	14.21
184640	ACCUFORM PRINTING & GRAPHICS INC	PRINTING AND PUBLISHING (COMM REL, POLICE)	5,106.30
184641	ADT COMMERCIAL LLC	CARD ACCESS (MEADOWBRK) SECURITY (POLICE, FAC)	4,055.04
184642	ADVANCED TURF SOLUTIONS, INC.	GROUPS MAINTENANCE (PARKS MAINT)	4,882.09
184643	AECOM GREAT LAKES, INC	PROFESSIONAL SERV - VAR PROJ (STREETS, P&R)	78,415.00
184644	AJAX PAVING INDUSTRIES INC	ROUTINE MAINTENANCE	439.45
184645	ALLIANCE HEALTH AND LIFE	EMPLOYEE HEALTHCARE INSURANCE	14,000.00
184646	ALLIE BROTHERS INC	COMMUNITY EMERGENCY RESPONSE TEAM (POLICE)	4,051.69
184647	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE	728.00
184648	ALPENA CRTS	SUPPLIES	657.60
184649	AMANDA BACALL	BLDG. BOND REFUND (ESCROW)	15,009.00
184650	AMAZON	LIBRARY BOOKS	429.84
184651	AMERICAN FENCE & SUPPLY CO., INC.	BUILDING MAINTENANCE	750.00
184652	AMERICAN FIREPLACE DISTRIBUTORS INC	BUILDING MAINTENANCE	365.00
184653	ANAGO OF METRO DETROIT	BUILDING MAINTENANCE	420.00
184654	APPLIED INNOVATION	INTERNAL TECHNOLOGY COMM RELATIONS	8.95
184655	ARAMARK REFRESHMENT SERVICES	OFFICE SUPPLIES (FIRE, DPW, COMM DEV)	1,602.15
184656	ARC	OPERATING SUPPLIES	531.51
184657	ASBURY PARK HOA	ENTRYWAY SIGNAGE GRANT PROGRAM (CM)	5,000.00
184658	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE	116.00
184659	ASCENSION PROVIDENCE HOSPITAL	OPERATING SUPPLIES	277.00
184660	AT & T	OPERATING SUPPLIES	95.00
184661	ATA NATIONAL TITLE GROUP, LLC	WATER MAIN REPAIRS	375.00
184662	AUTHORS UNBOUND AGENCY	PROGRAMMING EXPENSE (LIBRARY)	4,562.10
184663	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
184664	B & M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,000.00
184665	BAKER & TAYLOR, LLC	AUDIO VISUAL MATERIALS	440.89
184666	BAKER LEGAL GROUP PLLC	PROSECUTOR FEES 9/2023 (POLICE)	10,134.99
184667	BANNERMAN LTD	OPERATING SUPPLIES	380.38
184668	BEACON ATHLETICS LLC	GROUPS MAINTENANCE	689.00
184669	BECKETT & RAEDER INC.	MASTER PLAN FOR LAND USE & THORO (PLANNING)	45,949.35
184670	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTHCARE INSURANCE	33,775.68
184671	BLUE STAR, INC.	WATER SALE HYDRANT PERMIT 23-17	623.00
184672	BLUEWATER TECHNOLOGIES, INC.	INTERNAL TECHNOLOGY POLICE	525.00
184673	BOUND TREE MEDICAL LLC	SUPPLIES (FIRE)	6,654.09
184674	BRODART CO.	LIBRARY BOOKS LENDING	6,736.73
184675	BWAY LLC	2023 SUM TAX REFUND 50-22-04-100-012	8.33
184676	C.F. LONG & SONS, INC.	STORM SEWER MAINTENANCE (DRAIN)	1,586.00
184677	CADILLAC ASPHALT LLC	CONSTR: INDUSTRIAL BUSINESS PARKS ROAD (STREETS)	802,147.18
184678	CADILLAC ASPHALT LLC	ROUTINE MAINTENANCE	136.04
184679	CAMBRIDGE HOMES INC	BLDG. BOND REFUND (ESCROW)	1,000.00
184680	CAMBRIDGE OF NOVI, LLC	BLDG. BOND REFUND (ESCROW)	3,000.00
184681	CAMFIL USA, INC.	INDOOR GUN RANGE (POLICE)	1,636.80
184682	CANON FINANCIAL SERVICES INC	OFFICE EQUIPMENT LEASE - COPIER (LIBRARY)	1,010.00
184683	CANON SOLUTIONS AMERICA INC	EQUIPMENT RENTAL - COPIER (IT)	3,428.81
184684	CANON SOLUTIONS AMERICA INC	COMPUTER SUPPLIES	790.00
184685	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW SERV (COMM DEV)	6,570.00
184686	CARR'S MOTORCOACH TOURS	OLDER ADULTS TRAVEL PROGRAM (PARKS & REC)	2,655.00
184687	CARROT-TOP INDUSTRIES, INC.	BUILDING MAINTENANCE	510.07
184688	CARTER, BRYAN C.	PROFESSIONAL SERVICES	300.00
184689	CAUCHI, PATRICIA	PETTY CASH	184.64
184690	CBTS LLC	TELEPHONE MAINTENANCE (IT)	4,478.00
184691	CDW GOVERNMENT LLC	OPERATING SUPPLIES - CITYWIDE (IT)	6,597.21
184692	CHARTER COMMUNICATIONS	OPERATING SUPPLIES	50.00
184693	CHILTON, KIMBERLY S.	OLDER ADULTS FITNESS (PARKS & REC)	4,758.40
184694	CINTAS CORP	SUPPLIES UNIFORMS (FACILITIES, DPW)	1,161.85
184695	CONSERVA ELECTRIC SUPPLY, INC.	BUILDING MAINTENANCE	555.60
184696	CORBETT, KRISTIN	CITY WIDE TRAINING	340.40
184697	CORBETT, KRISTIN	CITY WIDE TRAINING	345.00
184698	CORELOGIC TAX SERVICES, LLC	2023 SUM TAX REFUND 50-22-10-281-027	499.77

184699	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE - CITYWIDE (CLERK)	2,475.06
184700	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES (P&R, POLICE, FIRE, PARKS MAINT)	1,599.79
184701	CYNERGY WIRELESS PRODUCTS, INC.	RADIO MAINTENANCE	633.16
184702	D AND D WATER AND SEWER INC	WATER SERVICE INSTALLATIONS (WATER & SEWER)	38,795.37
184703	D/A CENTRAL, INC.	DOG PARK EXPENDITURES	170.00
184704	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE	225.00
184705	DEANGELIS DIAMOND CONSTRUCTION LLC	CONSTRUCTION: JESSICA'S SPLASH PAD (CIP FUND)	258,758.61
184706	DELL MARKETING L.P.	INTERNAL TECHNOLOGY - CITYWIDE (IT)	33,467.01
184707	DINGES FIRE COMPANY	VEHICLE MAINTENANCE	611.24
184708	DORNBOS SIGN & SAFETY INC	SIGNING SUPPLIES (DPW)	1,805.48
184709	DRL BUILDING CO. LLC	ELEVATOR MECHANICALS	950.00
184710	DRN & ASSOCIATES, ARCHITECTS, PC	PROFESSIONAL SERVICES (ESCROW)	2,300.00
184711	DUCZYMINSKI, PHILIP	TUITION REIMBURSEMENT	226.94
184712	DUKE'S ROOT CONTROL, INC.	SEWER LINE MAINTENANCE (WATER & SEWER)	5,407.64
184713	EDWARDS GLASS COMPANY	BUILDING MAINTENANCE (FACILITIES)	3,593.00
184714	EJ USA, INC.	STORM SEWER MAINTENANCE	366.26
184715	ELLSWORTH INDUSTRIES INC.	ROUTINE MAINTENANCE (W&S, STREETS)	2,479.84
184716	EMPIRE PRINTING, LLC	ADULT SOFTBALL LEAGUE (PARKS & REC)	1,021.32
184717	ERICKSON, CHELSEA	DANCE PROGRAMS (PARKS & REC)	6,550.00
184718	ETNA SUPPLY	WATER LINE MAINTENANCE	214.00
184719	EVERGREEN DEVELOPMENT NV LLC	BLDG. BOND REFUND (ESCROW)	400.00
184720	FERGUSON WATERWORKS #3386	WATER METERS (WATER & SEWER)	9,460.48
184721	FIRE SYSTEMS OF MICHIGAN	BUILDING MAINTENANCE	233.50
184722	FLOYD, STEPHEN	LIBRARY PROGRAMMING	250.00
184723	FREEMAN, LAURIE	ART PROGRAMS	168.00
184724	G2 CONSULTING GROUP, LLC.	MATERIAL TESTING - VAR PROJ (W&S, STREETS, CIP)	34,976.84
184725	GALE/CENGAGE LEARNING	LIBRARY BOOKS	26.39
184726	GARLAND/DBS, INC.	NOVI ICE ARENA ROOF RESTORATION	92,202.52
184727	GAUVIN, CHARMAINE	REIMBURSEMENT	41.05
184728	GFL ENVIRONMENTAL	RUBBISH MONTHLY 9/2023	176,657.75
184729	GORDON FOOD SERVICE PAYMENT PROC.	YOUTH SOCCER LEAGUE	611.36
184730	GRAHAM, LAURA	REFUND PARKS	20.00
184731	GRAINGER INC, W W	BUILDING MAINTENANCE	239.88
184732	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	83.56
184733	GREAT LAKES ACE	COMMUNITY CENTER	24.30
184734	GREAT LAKES WATER AUTHORITY	IWC CHARGES 8/2023 (WATER & SEWER)	18,707.86
184735	GUARDIAN ALARM	BUILDING MAINTENANCE	100.32
184736	HANKA ADVISOR LLC	FEDERAL GRANT WRITING (CM)	1,000.00
184737	HARIRAM, REKHA	BLDG. PAYMENT REFUND (ESCROW)	500.00
184738	HARRELL'S, LLC	GROUND MAINTENANCE (PARKS MAINT)	3,482.00
184739	HART INTERCIVIC, INC	ELECTION SUPPLIES (CLERK)	5,260.00
184740	HOME DEPOT CREDIT SERVICES	OPERATING SUPPLIES - CITYWIDE	4,656.06
184741	HURON-CLINTON METROPOLITAN	SPECIAL EVENTS	150.00
184742	IDEAL CLEANING SOURCE LLC	2023 SUM PROPERTY TAX REFUND 50-22-04-430-005	5,641.62
184743	IMAGAMERICA	SWEATSHIRT BLANKETS (COMM REL)	1,262.38
184744	IMAGE 360 - NOVI	BUILDING MAINTENANCE	120.00
184745	IMPERIAL DADE	BUILDING MAINTENANCE	47.05
184746	INTRADO LIFE & SAFETY, INC	TELEPHONE MAINTENANCE	400.00
184747	J.M.L. CONTRACTING & SALES INC	BUILDING MAINTENANCE (FACILITIES)	9,875.00
184748	JINKA, SUREKHA	WITNESS	11.40
184749	JK LOCKSMITH CO LLC	LIFT STATION MAINTENANCE	113.28
184750	JOHN'S SANITATION SERVICE	VILLA BARR PROPERTY (PARKS & REC)	1,470.00
184751	JOHNSON, PAUL	PER DIEM	46.00
184752	K9 GROUP USA, LLC	OPERATING SUPPLIES - POLICE DOG (FORFEITURE)	9,500.00
184753	KBK LANDSCAPING, INC.	GROUND MAINTENANCE (FACILITIES, PARKS MAINT)	8,130.00
184754	KEEL, LOIS SPRENGNETH	HISTORICAL COMMISSION	300.00
184755	KENWHIRL APPLIANCE SERVICE	BUILDING MAINTENANCE	298.00
184756	KEY CODE MEDIA INC.	EQUIPMENT FOR NEW STUDIO NO.VI (PEG CABLE)	80,474.10
184757	LEDBETTER LAWN SERVICE	WEED CUTTING - ORDINANCE (COMM DEV)	1,025.00
184758	LEPOFSKY, BARRY J.	ADULT SOFTBALL	210.00
184759	LINDBLADE, ERIC	GASOLINE AND OIL	78.15
184760	LOOMIS	ARMORED CAR SERVICES	507.81
184761	LOSACCO, STEVE	CONFERENCE	45.00
184762	LUZOD REPORTING SERVICE INC	PROFESSIONAL SERVICES	812.50
184763	LYNN PEAVEY COMPANY	OPERATING SUPPLIES	158.80
184764	MACQUEEN EMERGENCY	SUPPLIES UNIFORMS (FIRE)	1,269.56
184765	MALINOWSKI, JUDITH M.	MEDICAL SERVICES (POLICE, FIRE)	2,500.00
184766	MANNIK & SMITH GROUP INC, THE	WETLANDS CONSULTANT (ESCROW, PLANNING)	1,880.00
184767	MARK'S OUTDOOR POWER EQUIPMENT	LAWN MOWER MAINTENANCE	732.98
184768	MATTIOLI CEMENT CO., LLC	CONSTRUCTION: 2023 NRP - CONCRETE (LOCAL STREETS)	192,872.15
184769	MCKENNA ASSOCIATES INC	BLDG, TRADE, & PLAN REVIEW 8/2023 (COMM DEV)	6,012.50
184770	MDE, INC.	OUTSIDE DATA PROCESSING - ADORÉ (POLICE)	1,240.00
184771	MEG DEVELOPMENT LLC	BLDG. BOND REFUND (ESCROW)	2,400.00
184772	MERIDIAN RAPID DEFENSE GROUP LLC	RAPID DEPLOYMENT BARRICADES & TRAILER (POLICE)	155,646.18
184773	METRO SEWER CLEANERS INC	BUILDING MAINTENANCE (FACILITIES)	1,445.00
184774	MICHIGAN AUTOMATIC SPRINKLER INC	GROUND MAINTENANCE (PARKS MAINT)	5,173.00
184775	MICHIGAN FIRE INSPECTORS SOCIETY	CONFERENCE (FIRE)	2,050.00

184776	MICHIGAN GOVERNMENT FINANCE	MEMBERSHIPS	130.00
184777	MICHIGAN MUNICIPAL LEAGUE	WORKERS COMPENSATION - QUARTERLY - CITYWIDE	40,280.00
184778	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS (LIBRARY)	1,194.65
184779	MUNICIPAL WEB SERVICES, INC	WEB PAGE MAINTENANCE (COMM REL)	13,412.56
184780	NATIONAL HOSE TESTING SPECIALTIES	VEHICLE MAINTENANCE (FIRE)	1,254.00
184781	NATIONAL SIGN BRANDING	OFFICE SUPPLIES	85.00
184782	NICE, KIM	HISTORICAL COMMISSION	43.52
184783	NORTHVILLE LOCKSMITH INC.	BUILDING MAINTENANCE	800.00
184784	NORTHVILLE PAINT CO	OPERATING SUPPLIES	307.99
184785	NOVI COMMUNITY SCHOOLS	COMMUNITY PROMOTION	25.00
184786	NOVI DEVELOPMENT COMPANY	BLDG. PAYMENT REFUND (ESCROW)	270.00
184787	O'REILLY AUTO PARTS	OPERATING SUPPLIES	193.36
184788	OAKLAND COMMUNITY COLLEGE	RECRUITMENT TRAINING (FIRE)	1,275.00
184789	OAKLAND COUNTY REGISTER OF DEEDS	CATHOLIC CENTRAL WOODLAND CONSERV EASEME	30.00
184790	OAKLAND COUNTY REGISTER OF DEEDS	TOWNES AT MAIN ST CONS EAS AGT	30.00
184791	OAKLAND COUNTY REGISTER OF DEEDS	PARC VOSTA OPEN SPACE PRESERVATION EASEM	30.00
184792	OAKLAND COUNTY REGISTER OF DEEDS	SAKURA NOVI CONSERVATION EASEMENT	30.00
184793	OAKLAND COUNTY REGISTER OF DEEDS	INNOVA STORM DRAINAGE	60.00
184794	OAKLAND COUNTY TREASURER	TRAILER TAX AUGUST 2023 (ESCROW)	4,612.50
184795	OAKLAND COUNTY TREASURER	TRAILER TAX JULY 2023 (ESCROW)	4,602.50
184796	OAKLAND COUNTY TREASURER	ANNUAL COUNTY DRAIN ASSESSMENTS (DRAIN FUND)	30,198.71
184797	OAKLAND COUNTY TREASURERS	CITY WIDE TRAINING, LAKE PATROL (POLICE, HR)	3,438.96
184798	OCCUPATIONAL HEALTH CENTERS OF	MEDICAL SERVICES	289.00
184799	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	271.00
184800	ORKIN	BUILDING MAINTENANCE	798.90
184801	PARAGON LABORATORIES, INC.	WATER LINE MAINTENANCE	150.00
184802	PEPPER & SON INC, J.W.	NOVI CONCERT BAND	99.98
184803	PHELPS COLLINS OPEN MESS INC	SUPPLIES	884.00
184804	PIONEER MANUFACTURING CO.	GROUND'S MAINTENANCE (PARKS MAINT)	1,279.55
184805	PISTONS SPORTS & ENTERTAINMENT	SPORTS CAMPS (PARKS & REC)	17,800.00
184806	POSITIVE PROMOTIONS, INC.	COMMUNITY PROMOTION	388.95
184807	PRECISE MRM LLC	OLDER ADULTS TRANSPORTATION (PARKS & REC)	3,900.00
184808	PRIORITY HEALTH	EMPLOYEE HEALTHCARE INSURANCE	40,708.94
184809	PRIORITY ONE EMERGENCY	VEHICLE MAINTENANCE	998.00
184810	PROSCREENING, LLC	RECRUITMENT	234.00
184811	QUILL CORPORATION	OFFICE SUPPLIES	129.05
184812	RAY'S WELL DRILLING	GROUND'S MAINTENANCE	650.00
184813	REDFORD LOCK COMPANY INC	BUILDING MAINTENANCE	224.00
184814	REHMANN ROBSON	INDEPENDENT AUDIT (FINANCE)	23,000.00
184815	RICKEL, AIDAN	NOVI CONCERT BAND	620.00
184816	ROAD COMMISSION FOR OAKLAND COUNTY	ROUTINE MAINTENANCE (MAJOR & MUNI STREETS)	6,722.76
184817	ROBY, KEVIN	PER DIEM	184.00
184818	ROGUE INDUSTRIAL SERVICES LLC	STORM SEWER MAINTENANCE (DRAIN FUND)	3,052.50
184819	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES (GF, LIBRARY, ASSESSING, ESCROW)	39,002.33
184820	ROSELLE, SCOTT	PER DIEM	92.00
184821	ROSS, MICHAEL	ADULT SOFTBALL	75.00
184822	RYL FLEXIBILT THERAPIES LLC	OLDER ADULTS MASSAGE (PARKS & REC)	1,660.00
184823	SAM'S CLUB DIRECT	LIBRARY PROGRAMMING	237.62
184824	SAM'S CLUB DIRECT	BUILDING MAINTENANCE	113.78
184825	SANDERS, SHAFT	REFUND PARKS	20.00
184826	SAUVE ART FOUNDATION	VILLA BARR PROPERTY (PARKS & REC)	5,000.00
184827	SAVIN LAKE SERVICES, INC.	WALLED LAKE BOARD (ESCROW)	6,514.75
184828	SCHOOLCRAFT COLLEGE	MEDICAL SERVICE (FIRE)	2,000.00
184829	SERVICE ONE, INC	2023 SUM TAX REFUND 50-22-10-279-006	180.00
184830	SIGNAL RESTORATION SERVICES	BIO HAZARD CLEANING OF JAIL CELLS	422.06
184831	SIGNATURE SERVICES	ELECTION SUPPLIES, BASIN REPAIRS (CLERK, DRAIN)	3,652.08
184832	SIRCHIE FINGER PRINT LABORATORIES L	OPERATING SUPPLIES	219.66
184833	SITEONE LANDSCAPE SUPPLY, LLC	OPERATING SUPPLIES	394.70
184834	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES - CITYWIDE	1,915.13
184835	SMITH, TYLER	PER DIEM MI WINTER OPERATIONS CONFERENCE	80.00
184836-184842	SPALDING DE DECKER	PROFESSIONAL SERVICES (ESCROW)	127,645.40
184843	SPRINGLINE EXCAVATING, LLC	CONSTRUCTION: 12 MILE RD PAVING (STREETS, P&R)	215,329.24
184844	SQUEAKY SHINE CAR WASH	BLDG. BOND REFUND (ESCROW)	1,000.00
184845	STATE OF MICHIGAN	COST SHARE: TAFT ROAD REHAB (MAJOR STREETS)	140,090.52
184846	STATE OF MICHIGAN	OUTSIDE DATA PROCESSING	132.00
184847	SUBURBAN LANDSCAPE SUPPLY	WATER LINE MAINTENANCE	535.50
184848	SYSTEMP CORPORATION	BUILDING MAINT (FIRE, W&S, FACILITIES, PARKS)	19,923.15
184849	TEL SYSTEMS	PROFESSIONAL SERVICES	500.00
184850	TELNET WORLDWIDE INC.	TELEPHONE (LIBRARY)	1,988.14
184851	TESTING ENGINEERS	MATERIAL TESTING: 2022 AC WATER MAIN REP (W&S)	2,052.57
184852	TITLE ONE, INC.	2023 SUM TAX REFUND 50-22-24-451-334	12.25
184853	TRAINER, RYAN	PER DIEM	92.00
184854	TRENDSET COMMUNICATIONS GROUP, LLC	WATER METERS	540.00
184855	TSAI FONG BOOKS INC	LIBRARY BOOKS	641.92
184856	ULINE, INC.	OFFICE SUPPLIES	298.21
184857	UNIFIED WOMEN'S HEALTHCARE	2023 SUM PROPERTY TAX REFUND 50-99-00-023-289	5,884.77
184858	USA BLUEBOOK	OPERATING SUPPLIES	330.81

184859	VANWAGNER, NANCY	REFUND PARKS	62.00
184860	VARIPRO	EMPLOYEE FLEXIBLE SPENDING REIMBURSEMENT	2,422.41
184861	VERCARA, LLC	INTERNAL TECHNOLOGY	482.25
184862	WASHTENAW COMMUNITY COLLEGE	EDUCATION AND TRAINING (POLICE)	2,647.00
184863	WEINGARTZ SUPPLY CO INC	OPERATING SUPPLIES	362.84
184864	WELLER, DANIEL STUART	WITNESS	12.48
184865	WILLIAMS, WENDY	OLDER ADULTS FITNESS	652.80
184866	ZIOZIOS, JAN	MILEAGE REIMBURSEMENT	645.73
GRAND TOTAL			<u>\$ 3,152,103.91</u>
	GENERAL FUND	101	644,956.76
	MAJOR STREET FUND	202	981,782.08
	LOCAL STREET FUND	203	310,445.93
	MUNICIPAL STREET FUND	204	490.31
	PARKS, REC & CULTURAL SVCS FUND	208	239,715.90
	DRAIN FUND	211	74,049.17
	RUBBISH COLLECTION FUND	226	176,657.75
	FORFEITURE FUND	262	9,500.00
	LIBRARY FUND	271	18,363.62
	LIBRARY CONTRIBUTION FUND	272	4,716.13
	STREET LIGHTING 204108 - TOWN CENTER ST	287	3.62
	CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	262,085.61
	PEG CABLE - CAPITAL FUND	463	92,186.82
	ICE ARENA FUND	570	92,202.52
	SENIOR HOUSING FUND	574	3,433.00
	SEWER FUND	592	138,564.42
	SELF INSURANCE - HEALTH CARE FUND	677	14,000.00
	AGENCY FUND	701	71,149.33
	CURRENT TAX COLLECTION FUND	703	12,226.74
	MI HIDTA	725	5,574.20
GRAND TOTAL			<u>\$ 3,152,103.91</u>